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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA

IN THE SUPREME COURT

APPEAL FROM BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS

HON. H. STEVEN DEBERRY, IV, CIRCUIT COURT JUDGE

CASE NUMBER 2025 - 001773

THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, JOHN J. MCCANN AND
STEPHEN G. RILEY.....APPELLANTS,

vs.

BEAUFORT COUNY, SOUTH CAROLINA.....RESPONDENT.

RECORD ON APPEAL VOLUME 2

Coltrane & Wilkins, LLC
Curtis L. Coltrane
Post Office Box 6808
Hilton Head Island, SC 29938
(843) 785-5551
Attorneys for the Appellants

Barnwell, Whaley, Patterson & Helms, LLC
M. Dawes Cooke, Jr., Esq.
John W. Fletcher
Post Office Drawer H
Charleston, SC 29402
(843) 577-7700
Attorneys For The Respondent

EXHIBIT 3 TO STIPULATION OF FACTS

CASE NUMBER 2020-CP-07-1840

Part 1 of 2

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

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IN THE MATTER OF:

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

Intervenors/Plaintiffs,

v.

BEAUFORT COUNTY, SOUTH
CAROLINA,

Defendant/Plaintiff,

v.

JAMES BECKERT,

Defendant.

Case No.
2020-CP-07-1840

Friday,
January 20, 2023

Washington, D.C.

DEPOSITION OF:

JULIE HERLANDS

called for examination by Counsel for the
Plaintiffs, pursuant to Notice of Deposition, via
videoconference and in the offices of Neal R.
Gross & Co., located at 1716 14th Street NW,
Suite 200, Washington, D.C., when were present on
behalf of the respective parties:

APPEARANCES:

On Behalf of Interveners/Plaintiffs:

CURTIS L. COLTRANE, ESQ.
Coltrane and Wilkins, LLC
Post Office Box 6808
Hilton Head Island, SC 29938
843-785-5551
curtis@coltraneandwilkins.com

On Behalf of Defendants:

JOHN FLETCHER, ESQ.
Barnwell Whaley Law Firm
Post Office Drawer H
Charleston, SC 29402
843-577-7700
jfletcher@barnwell-whaley.com

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1 P-R-O-C-E-E-D-I-N-G-S

2 10:01 a.m.

3 MR. COLTRANE: Ms. Herlands, my name
4 is Curtis Coltrane. I'm a lawyer in South
5 Carolina, and I represent the Town of Hilton Head
6 Island in a matter now pending between the Town
7 of Hilton Head Island and Beaufort County, South
8 Carolina.

9 And the matter concerns an ordinance
10 adopted by the County Council for Beaufort County
11 imposing a law enforcement service fee on
12 property owners in the town.

13 This is a discovery deposition. Given
14 your business, I suspect this is not the first
15 one of these you've sat in on, but I will ask,
16 have you ever been deposed before?

17 THE WITNESS: Yes.

18 MR. COLTRANE: Fine. So, then,
19 generally, you're aware of the rules, but there
20 are a couple that may be specific to South
21 Carolina, and that is this:

22 Once the examination begins, you must

1 direct all of your responses to me. You're not
2 allowed to ask other people questions or seek
3 advice on anything that's going on.

4 If anyone makes an objection during
5 the examination, I would ask that you stop and
6 wait until the objection has been made. In most
7 cases, you'll likely go ahead and answer the
8 question anyway, but we want to make sure that
9 the deposition is clear on the record and we
10 don't have folks talking on top of each other.

11 Other than that, the deposition will
12 largely be the same as any other you have
13 attended, meaning people will ask you questions;
14 you will make responses to the questions.

15 During this deposition, if there is
16 any reason at all that you need to take a break
17 for any reason, if you need to take a break at
18 all, just tell us and we will accommodate you on
19 that.

20 With that, before we begin, do you
21 have any questions about this process?

22 THE WITNESS: No.

1 MR. COLTRANE: Then, I would ask the
2 court reporter to swear the witness.

3 WHEREUPON,

4 JULIE HERLANDS
5 was called for examination by Counsel for the
6 Plaintiffs, pursuant to Notice of Deposition, and
7 having first been duly sworn, was examined and
8 testified as follows:

9 MR. COLTRANE: Ms. Herlands, in South
10 Carolina, a witness in a deposition has a right
11 to have the court reporter deliver the transcript
12 of the deposition to the witness, so that the
13 witness can read and sign. This is, in my view,
14 an archaic rule that predates modern court
15 reporting and transcription equipment, but it is
16 a right that you have. It is a right that you
17 can waive, if you wish to do so. You're not
18 allowed to change anything in the deposition
19 testimony, but you're allowed to read and sign
20 it.

21 So, again, that is a right that lies
22 with you. And so, at some point, perhaps now, if

1 you're ready to do it, would you let us know if
2 you wish to read and sign your deposition?

3 THE WITNESS: I do wish to read and
4 sign.

5 MR. COLTRANE: Okay. Then, the court
6 reporter will send that to you prior to sending
7 the transcript out, so you can do so.

8 DIRECT EXAMINATION

9 BY MR. COLTRANE:

10 Q And for the record, would you state
11 your full name?

12 A Sure. Julie Elizabeth Herlands.

13 Q And, Ms. Herlands, by what entity are
14 you employed today?

15 A TischlerBise, Incorporated.

16 Q And what is the business of
17 TischlerBise, Incorporated?

18 A Fiscal, economic, and planning
19 consultants.

20 Q And what is the geographic scope of
21 TischlerBise's work?

22 A United States plus Canada.

1 Q And does TischlerBise have offices in
2 multiple locations?

3 A Yes.

4 Q And where are those locations?

5 A Bethesda, Maryland and Boise, Idaho.

6 Q Are you resident in the -- are you
7 resident in the Bethesda, Maryland office?

8 A Yes.

9 Q And I'm not asking for your street
10 address here, but are you resident in the
11 Washington, D.C. Metropolitan Area?

12 A Yes.

13 Q Did TischlerBise, Incorporated enter
14 into an agreement with Beaufort County in early
15 2020 regarding the development of information
16 upon which to base a law enforcement service fee?

17 A Yes.

18 MR. COLTRANE: And I'm not sure
19 exactly how we're doing this, but at this point I
20 would ask the court reporter to show you Exhibit
21 1.

22 BY MR. COLTRANE:

1 Q And although the copy of the document
2 that I have has not been signed by anyone on
3 behalf of TischlerBise, does the document that's
4 been handed to you as Exhibit 1 appear to be the
5 agreement between TischlerBise and Beaufort
6 County, South Carolina?

7 A Yes.

8 Q And to your knowledge, did some
9 officer of TischlerBise ultimately sign this
10 agreement at some point?

11 A To my knowledge, yes.

12 Q Would that have been you or some other
13 person?

14 A The signatory on the contract is
15 Carson Bise, President. I do not know if he
16 ultimately was the signatory.

17 Q Have you ever seen a copy of the
18 document marked as Exhibit 1 signed by Mr. Bise
19 or anyone else on behalf of TischlerBise?

20 A I can't recall.

21 Q Directing your attention to page 3 of
22 Exhibit 1 that at the very bottom has a Bates No.

1 of 1423 -- so we'll talk about the same thing --

2 A Yes.

3 Q -- does the text described as Task 1
4 set out what TischlerBise was expected to do, at
5 least in part, under this agreement?

6 A Yes, with qualifications.

7 Q All right. And what are those
8 qualifications?

9 A This is our understanding of the scope
10 of work or the task at hand at the time of
11 scoping the assignment.

12 Q All right. Did that scope of work
13 change over the course of TischlerBise's work on
14 this project?

15 A The scope, no.

16 Q Okay. Now, again, talking about the
17 text under Task 1 --

18 A Uh-hum.

19 Q -- on page 3 of Exhibit 1, (b) -- and
20 I'm going to paraphrase it here -- you were given
21 two alternative scenarios. One is that the
22 enhanced services have a value of "3 million,"

1 comma, "or 4.5 million to be evaluated." Period.
2 What information were you given by Beaufort
3 County respecting how these two alternative
4 scenarios were done? I mean, if any.

5 A In scoping the assignment, this was
6 the preliminary information parameters set out.
7 In the course of an assignment, information,
8 additional information, is gathered to modify the
9 content of the analysis.

10 Q But, as of the date of this agreement,
11 which is marked -- which is Exhibit 1 -- the only
12 thing you knew was what was set out as the
13 assumptions in the two alternative scenarios?

14 A Can you rephrase that question,
15 please?

16 Q At the point in time that the
17 agreement between TischlerBise and Beaufort
18 County was made, did you know anything other than
19 what the County set out in its text under Task 1
20 regarding the two alternative scenarios for
21 enhanced services?

22 A So, you're asking if we knew anything

1 beyond what was the two scenarios from the
2 client?

3 Q Yes.

4 A I don't know how to answer that
5 question. Did we know -- hum, I'd say yes.

6 Q What else did you know?

7 A That more research needed to be done.

8 Q In connection with the text that's
9 under Text 1 (sic), did you get any explanation
10 from the County as to how it developed the two
11 alternative scenarios?

12 A At this point in time, no. This was
13 pre- -- pre-work with the County. This is the
14 scope.

15 Q Moving on to the text related to Task
16 2, there are a series of five bullet points
17 stated under Task 2. I believe I know the answer
18 to this question, but did TischlerBise complete
19 those five bullet point issues, bullet point
20 assignments?

21 A Yes.

22 Q And did TischlerBise ultimately issue

1 a final report to Beaufort County on its work on
2 this project?

3 A Yes.

4 Q Ask the same thing. I think I know
5 the answer to this question, but did TischlerBise
6 attend the meetings and make the presentations,
7 as are outlined under Task 2?

8 A Yes.

9 MR. COLTRANE: And I'd ask that what
10 we had as Exhibit 1 be marked as Exhibit 1 to Ms.
11 Herlands' deposition.

12 (Whereupon, the document was
13 marked as Deposition Exhibit
14 1 for identification.)

15 MR. COLTRANE: And if the court
16 reporter would hand Ms. Herlands what has been
17 marked, or what we have listed as Exhibit 2?

18 THE WITNESS: Uh-hum.

19 BY MR. COLTRANE:

20 Q And can you identify what this is?

21 A Yes.

22 Q What is it?

1 A Email from me to Kurt Taylor on a --
2 topics for discussion on a kickoff meeting for
3 the, for the scope.

4 Q I do know the answer to this question,
5 but, for the record, do you know who Kurt Taylor
6 is?

7 A Yes.

8 Q And who is Kurt Taylor?

9 A County Attorney of Beaufort County.

10 Q Okay. The email that is marked as
11 Exhibit 2 is dated February 14, which predates
12 the contract that is now marked as Exhibit 1.
13 So, just so I'm clear, was this part of the, part
14 of the back-and-forth, if you will, between
15 TischlerBise and Beaufort County that led up to
16 the agreement that is now marked as Exhibit 1?

17 A Can you restate that? Or ask again?
18 Sorry.

19 Q The email marked as Exhibit 2 is dated
20 February 14 of 2020.

21 A Uh-hum.

22 Q The agreement that is marked as

1 Exhibit 1 is dated February 20 of 2020.

2 A Uh-hum.

3 Q So, my question is, is your email to
4 Mr. Taylor part of the pre-contract discussion
5 between TischlerBise and the County about what
6 the scope of work would be and what TischlerBise
7 would do?

8 A No.

9 Q All right. Then, what does the text
10 of your Friday, February 14 email, now marked as
11 Exhibit 2, signify?

12 A This is start of the work.

13 Q Then, did the work begin before the
14 contract was actually made between TischlerBise
15 and -- well, before the contract was signed
16 between TischlerBise and Beaufort County?

17 A It's possible.

18 Q Okay.

19 MR. COLTRANE: I ask that that be
20 marked as Exhibit 2 to Ms. Herlands' deposition.

21 (Whereupon, the document was
22 marked as Deposition Exhibit

1 2 for identification.)

2 MR. COLTRANE: And then, I would ask
3 that Ms. Herlands be given Exhibit, what we've
4 set up as Exhibit 3.

5 THE WITNESS: Thank you.

6 Uh-hum. Okay.

7 BY MR. COLTRANE:

8 Q All right. And can you identify the
9 document that's been handed to you as Exhibit 3?

10 A Yes.

11 Q And what is it?

12 A An email from me to Kurt Taylor with
13 followup requests for information.

14 Q Okay. And directing your attention to
15 the first bullet point in the email of March --
16 and that email is dated March 16, 2020? I'm
17 sorry.

18 A Uh-hum. I'm sorry, say that again?

19 Q I said, and the date of your email
20 that's marked as Exhibit 3 is March 16, 2020?

21 A Yes.

22 Q And I ask that just to try to make it,

1 the questions I'm going to ask more
2 understandable.

3 So, in the first bullet point on your
4 March 16, 2020 email to Mr. Taylor, did Beaufort
5 County -- or what advice did you receive from
6 Beaufort County about whether there were any
7 existing contracts between the Town and the
8 County with regard to law enforcement services?

9 A That there had been a contract and it
10 was in flux at the time.

11 Q Does that mean that you were told
12 that, as of March 16, 2020, there was no such
13 contract?

14 A I don't recall the specifics of the
15 response to that, to this question; that our
16 understanding, there was a contract. The Town
17 was, then, refusing to or not paying the
18 contracted amount. Period.

19 Q With regard to the second bullet point
20 in the March 16, 2020 email marked as Exhibit 3,
21 you describe a document as the 2016 Annual
22 Report. Do you have a recollection of what that

1 document was?

2 A Not specifically.

3 Q And in the second bullet point of the
4 email marked as Exhibit 3, you appear to ask
5 whether or not South Sheriff Office District 5
6 appears to wholly be the Town of Hilton Head
7 Island. Was that ever confirmed to you?

8 A I don't recall.

9 Q And the second sentence in the second
10 bullet point appears to be a request by you for
11 service data delineated by District as well as by
12 land use. Did you ever receive such a report
13 from Beaufort County?

14 A No.

15 MR. COLTRANE: I would ask that the
16 March 16, 2020 email from Ms. Herlands to Mr.
17 Taylor be marked as Exhibit 3 to Ms. Herlands'
18 deposition.

19 (Whereupon, the document was
20 marked as Deposition Exhibit
21 3 for identification.)

22 MR. COLTRANE: And would also ask that

1 you hand Ms. Herlands what's been set up as
2 Exhibit 4.

3 THE WITNESS: Uh-hum.

4 BY MR. COLTRANE:

5 Q And you know what? I have made a
6 mistake here. I have these documents
7 chronologically out of order. So, if you
8 wouldn't mind, I would ask that you set what has
9 been given to you as Exhibit 4 aside.

10 MR. COLTRANE: And I ask the court
11 reporter to hand you what has been set up as
12 Exhibit 8. And now, I'll get them back in order.

13 THE WITNESS: Okay. Thank you.

14 Uh-hum.

15 (Pause.)

16 Okay.

17 BY MR. COLTRANE:

18 Q All right. And looking at the
19 document that has been handed to you as Exhibit
20 8, can you identify this document?

21 A Yes.

22 Q All right. And can you tell me what

1 it is?

2 A Sure. It is TischlerBise's
3 preliminary results from our work to date by
4 April 17th, 2020.

5 Q All right. And I'm not asking for an
6 in-depth statement here, but, in general terms,
7 what does this document show? Or rather, what
8 was it intended to show?

9 A Intended to show our, TischlerBise's
10 preliminary approach to identifying cost of
11 services, sheriff's services provided in the Town
12 of Hilton Head, and a method, a methodology for
13 allocation.

14 Q And in the methodology for allocation,
15 who or what type of person or entity was to be
16 charged for the fee that was under discussion?

17 A What type of entity?

18 Q That was -- strike that -- that was a
19 poor question.

20 Does the document that's been handed
21 to you as Exhibit 8, does it -- does the
22 methodology outlined in it promote the idea that

1 real property taxpayers, be they commercial or
2 residential, would be the people charged the fee?

3 A No.

4 Q And in the document marked as Exhibit
5 8, who is defined as the people or entities that
6 would be charged the fee?

7 A All properties within the Town,
8 taxpaying or not -- all properties.

9 Q And when you say, "taxpaying or not,"
10 what does that signify?

11 A It's all properties.

12 Q Does that include church property?

13 A Yes.

14 Q Does that include property owned by a
15 government entity?

16 A Yes.

17 Q Does it include property owned by the
18 Town of Hilton Head Island?

19 A Yes.

20 Q And what is the date of the document
21 that's been marked as Exhibit 8?

22 A April 17th, 2020.

1 Q And I'm sorry, I have one more
2 question about that.

3 A Uh-hum.

4 Q Did the work of TischlerBise -- strike
5 that.

6 Was TischlerBise given any evidence
7 from Beaufort County showing that the delivery of
8 the services that are described in the document
9 marked as Exhibit 8 enhanced the values of
10 property or taxpaying property within the Town of
11 Hilton Head Island?

12 A You're -- ask that again, please, so
13 I understand exactly what you're asking.

14 Q All right. Let's make sure I
15 understood your answer.

16 A Sure.

17 Q So, in your report of April or your
18 preliminary report of April 17, 2020 that's been
19 marked as Exhibit 8, the payer, payers of the
20 proposed fee you have defined as all real
21 property or all property in the Town of Hilton
22 Head Island?

1 A Was that a question?

2 Q Well, it is. I want to make sure I
3 understand.

4 A Okay.

5 Q So, when we had our discussion a few
6 moments ago --

7 A Uh-hum.

8 Q -- I thought I understood you to say
9 that the proposed payers of the fee you defined
10 as all property in the municipal limits of the
11 town, taxpaying property or not?

12 A Yes.

13 Q And so, perhaps I made an assumption
14 that I shouldn't have made. When you say, "all
15 property, taxpaying or not," are you referring to
16 real property? Meaning --

17 A Yeah.

18 Q Meaning high-end structures.

19 A The -- yes.

20 Q In connection with -- all right.
21 Since we're talking, based on your last answer of
22 yes, whether or not this was real property,

1 structures, what have you, did Beaufort County
2 provide you with any evidence that the services
3 described in your report of April 17 that is
4 marked as Exhibit 8 enhanced the value of
5 property within the Town of Hilton Head Island?

6 A Can you clarify what you mean by
7 "enhanced the value of the property"?

8 Q Does it raise the monetary value of
9 the property?

10 A And your question is, did they provide
11 me evidence to that effect?

12 Q Yes.

13 A Okay. No.

14 Q Was the effect of the services
15 described in your preliminary report of April 17,
16 marked as Exhibit 8 -- did the effect of those
17 services on the monetary value of property within
18 the Town, was that even part of the discussion
19 with, between TischlerBise and the County?

20 A No.

21 Q Thank you.

22 MR. COLTRANE: Now, if we could go

1 back to Exhibit 4?

2 Oh, and I'd ask that the document, Ms.
3 Herlands', now be marked as Exhibit 8 to her
4 deposition.

5 (Whereupon, the document was
6 marked as Deposition Exhibit
7 8 for identification.)

8 BY MR. COLTRANE:

9 Q And, Ms. Herlands, before I ask the
10 question, the document that's been marked as
11 Exhibit 4 is part of a very long chain of emails.
12 And so, my question to you with regard the
13 document marked as Exhibit 4 is, did you, did you
14 receive a copy of this, these six or so pages
15 that have been marked as Exhibit 4, that are
16 labeled as Exhibit 4?

17 A Yes. Uh-hum, yes, I did.

18 Q And did you receive them on or about
19 -- Ms. Suzanne Cook's email is dated May 8 -- did
20 you receive them on or about that day? And the
21 specific day isn't correct -- isn't critical, but
22 was it around that time?

1 A I don't recall. I don't recall.

2 Q Well, let me, let me see if I can, if
3 I can, if I can help you with that. The
4 documents that we just discussed, marked as
5 Exhibit 8 --

6 A Uh-hum.

7 Q -- that is dated April 17, 2020?

8 A Correct.

9 Q Okay. And again, my apologies for
10 jumping around here.

11 MR. COLTRANE: There is -- if the
12 court reporter would hand you a document, the
13 document that is marked as Exhibit 7? No, I'm
14 sorry, Exhibit -- yes, Exhibit 7.

15 THE WITNESS: Uh-hum, yup.

16 BY MR. COLTRANE:

17 Q And we'll get to this here in a
18 second, but is Exhibit 7 an update to the
19 document that's marked as Exhibit 8?

20 A I'm sorry, I was looking at it. What
21 was the question?

22 Q Oh, the question was, is the document

1 labeled Exhibit 7 an update to the document
2 labeled as Exhibit 8?

3 A Yes.

4 Q All right. And what is the date of
5 the document labeled as Exhibit 7?

6 A May 15th, 2020.

7 Q Okay. All right. And apologies.
8 Now, if we could go back to Exhibit 4?

9 A Uh-hum.

10 (Pause.)

11 Yup.

12 Q All right. And my question to you is
13 this: do you recall that the information that is
14 contained in the emails that are marked as
15 Exhibit 4 -- do you recall receiving that from,
16 from I guess the County?

17 A Yes.

18 Q All right. And did you receive it
19 from Ms. Brittany Ward?

20 A Yes.

21 Q All right. And to your recollection,
22 who is Ms. Brittany Ward?

1 A She was a -- she -- a deputy attorney,
2 County Attorney for Beaufort County.

3 Q But she would be a report to Mr. Kurt
4 Taylor, to your knowledge?

5 A Correct.

6 Q All right. And if you could, please,
7 describe what the information is in the document
8 marked as, labeled as Exhibit 4.

9 A This was information from the sheriff,
10 but it's information from the Sheriff's Office on
11 their fiscal 2020 budget request.

12 Q All right. And to your recollection,
13 is there any information in the document that's
14 been labeled as Exhibit 4 that was relevant to
15 your analysis of a proposed fee to be charged to
16 property in the Town of Hilton Head Island?

17 A Yes.

18 Q All right. And what information was
19 that?

20 A The total sheriff's budget.

21 Q Anything other than the number of --
22 as to the total sheriff's budget?

1 A Yes. Yes.

2 Q All right. And could you tell me what
3 that information is?

4 A The countywide functions, the laundry
5 list of countywide functions.

6 Q And how did this information factor
7 into your analysis?

8 A Which information?

9 Q The information contained in Ms.
10 Suzanne Cook's email of May 8, 2020.

11 A The entire --

12 Q Yes.

13 A -- set? This was used in the process
14 of the analysis of new, the latest information
15 provided. At the time, there was little context
16 to this, other than a few line items and a
17 laundry list. Therefore, we did ask, I did ask
18 for more specifics from it. So, I had more
19 questions from the information that was provided.

20 Q And your last statement that you had
21 more questions, do you mean prior to receiving
22 this email or after receiving this email?

1 A Yeah. Yes. Always.

2 Q Okay.

3 A I always had more questions.

4 (Laughter.)

5 Q All right. Thank you.

6 MR. COLTRANE: I would ask that the
7 document that we have labeled as Exhibit 4 be
8 marked as Exhibit 4 to Ms. Herlands' deposition.

9 (Whereupon, the document was
10 marked as Deposition Exhibit
11 4 for identification.)

12 MR. COLTRANE: And would ask that you
13 hand Ms. Herlands the document that we've labeled
14 as Exhibit 5.

15 THE WITNESS: Uh-hum. Okay. Yup.

16 BY MR. COLTRANE:

17 Q All right.

18 A Go ahead.

19 Q And can you identify the document that
20 has been labeled as Exhibit 5?

21 A Yes.

22 Q All right. And what is it?

1 A Email exchange between myself and Kurt
2 Taylor, with some forwards from the Sheriff's
3 Office.

4 Q And throughout your work on this
5 project, with this project being law enforcement
6 servicing, did you have any direct communication
7 with the Beaufort County Sheriff's Office about
8 any of this data or any of the data that you
9 received around it?

10 A I don't recall.

11 Q And directing your attention to the
12 fourth page of the document labeled as Exhibit
13 5 --

14 A Uh-hum.

15 Q -- which has a Bates No. of 1266 on
16 it --

17 A Uh-hum.

18 Q When you get there, let me know.

19 A Yes.

20 Q All right. Can you identify this
21 item?

22 A Right. This was a summary of calls

1 for service provided by the Sheriff's Office to,
2 to the County.

3 Q And did you ever receive any other
4 information from the County or the Sheriff's
5 Office about calls for service, other than this
6 document that is, has Bates No. 1266 on it?

7 A I don't recall.

8 Q And following up a little more, in
9 your initial -- let me go back -- in your email
10 to Mr. Taylor that we've marked as Exhibit 3,
11 there was a request for data arranged by land
12 use. And so, was the document that we're
13 discussing now, which is part of Exhibit 5 and
14 with Bates No. 1266, to your knowledge, is that
15 the response to that request for information?

16 A To my knowledge, yes.

17 Q So, then, would it be fair to say that
18 you did not receive any call for service data
19 broken down by the type of land use, meaning
20 commercial as opposed to hotel, as opposed to
21 residential?

22 A Yes.

1 Q And maybe apropos of nothing, as you
2 examined this document that's part of what's been
3 labeled as Exhibit 5 and with Bates No. 1266, did
4 you ever have the occasion to total up this
5 column of numbers?

6 A I don't recall.

7 Q Okay. Just to, just to see if the
8 column actually totals up to 321439?

9 A I do, I do a lot of math.

10 Q I don't.

11 (Laughter.)

12 A Okay. So, I -- you know -- I don't
13 recall.

14 Q Well, if you had done the math and you
15 found that it didn't total up to 321,439, would
16 you have asked about that?

17 A That's the hypothetical. I don't --
18 I don't, I don't --

19 Q On the document that's part of what
20 we've marked as --

21 A Uh-hum.

22 Q -- Exhibit 5, and with Bates No.

1 1266 --

2 A Right.

3 Q -- what was your understanding -- and
4 it's going to take me a second to get this out --
5 what was your understanding, and I'll use the
6 Town for an example. The Town, for example,
7 shows that there was total calls for service in
8 2019 of 97,336. What was your understanding
9 about what that number actually signifies? And
10 what I mean is this: is that the number of times
11 that the telephone rang or is that the number of
12 times that a sheriff's deputy was dispatched as a
13 result of a call?

14 A Yeah, the latter.

15 Q And what was the basis of your
16 understanding on that point?

17 A The basis is the calls for service
18 that we requested were calls for services
19 responded to. The --

20 Q And then, please, directing your
21 attention to the last four pages of what we have
22 labeled as Exhibit 5 --

1 A Uh-hum. Yes.

2 Q -- can you tell me what that
3 information signifies? Let's say I'm on those
4 four pages.

5 A The Sheriff's Office staffing
6 assignments.

7 Q And what in this information was
8 relevant to your work on the proposed law
9 enforcement servicing?

10 A Right. The Southern Enforcement
11 Personnel Assignments, the shaded areas in
12 gray --

13 Q And what was your --

14 A -- labeled, "Hilton Head Contract."

15 Q -- understanding about what the
16 assignments for those individuals shaded in gray
17 -- what is your understanding about what
18 assignment those individuals had?

19 A Uh-hum. They're identified as the
20 Hilton Head Contract.

21 Q And was your understanding that those
22 individuals worked only within the municipal

1 limits of the Town of Hilton Head Island?

2 A My understanding is they're assigned
3 specifically to provide direct services to Hilton
4 Head Island.

5 Q Were you given any -- and were you
6 given any information that those individuals did
7 anything else?

8 A I was not given any information to
9 that effect.

10 MR. COLTRANE: I'd ask that this be
11 marked as Exhibit No. 5 to Ms. Herlands'
12 deposition.

13 (Whereupon, the document was
14 marked as Deposition Exhibit
15 5 for identification.)

16 MR. COLTRANE: And we would ask that
17 you hand her the document that we've labeled as
18 Exhibit 6.

19 THE WITNESS: Uh-hum. Yup.

20 BY MR. COLTRANE:

21 Q All right. And can you identify the
22 document that we've labeled as Exhibit 6?

1 A Yes.

2 Q And what is it?

3 A An email from myself to Kurt Taylor
4 with an update.

5 Q Now, let me ask you, you may still
6 have in front of you the document that we've
7 labeled as Exhibit 7?

8 A Uh-hum. Yes.

9 Q And is the document that we've labeled
10 as Exhibit 7 the document that accompanied the
11 email that is marked as or labeled as Exhibit 6?

12 A Yes.

13 Q And can you tell me what the
14 difference between the document labeled as
15 Exhibit is from your preliminary report that was
16 labeled as Exhibit 8? And I'm just really asking
17 if you can tell me how you, how you updated it
18 between the two.

19 A Sure. It is a different method -- a
20 different approach, different calculation, with
21 some different assumptions and some alternatives.

22 Q All right. And what were the

1 different assumptions that are embodied in the
2 document that we've labeled Exhibit 7?

3 A Can I have Exhibit -- whatever that
4 other exhibit was that had the --

5 Q Yes.

6 A Thank you.

7 Okay. How, how would you like me to
8 go through this?

9 Q Well, my probably seemingly flip
10 answer would be that in whatever way makes the
11 most sense to you.

12 A Uh-hum. Okay. There are multiple
13 method -- two methodologies presented in this
14 update. The first is taking the most recent
15 Sheriff's Office's full, full budget;
16 apportioning our calculations to date from what
17 our analysis was in terms of law enforcement, a
18 portion of those services that are law
19 enforcement; some adjustments, and then, an
20 alternative methodology that uses a contract, the
21 contracted, the contract staffing as the basis.
22 This was prior to receiving -- this was our,

1 TischlerBise's attempt to estimate costs, costs
2 for law enforcement services in -- on Hilton Head
3 Island.

4 Q In the first sentence of your email to
5 Mr. Taylor that is labeled as Exhibit 6 --

6 A Uh-hum.

7 Q -- there is text describing an
8 additional adjustment for the Sheriff's Office's
9 base level of service and costs. Can you
10 describe for me what, what data you had related
11 to the Sheriff's Office's base level of service
12 and costs?

13 A This was using the calls for service
14 data provided by the Sheriff's Office.

15 Q To the extent that this is a sensible
16 question and you can answer it, what was your
17 calculation there?

18 A As shown in the exhibit, it was a
19 methodology to establish a base level of service
20 in the municipalities in the County for law
21 enforcement services provided by the Sheriff's
22 Office. It was a mutual aid calculation.

1 Q And can you describe for me your
2 mutual aid calculation?

3 A The Sheriff's Office responding, in
4 addition to the localities' police force.

5 Q And how did you use that data to
6 calculate a base level of service that was being
7 delivered in the municipal units of the Town of
8 Hilton Head Island?

9 A Well, at this point in time, it was a
10 methodological alternative or approach, not
11 having the full contract budgeted amount that
12 we'll see later, as we go through the other
13 exhibits, but a -- in the case, a share of calls
14 for service in which the Sheriff's Office
15 responds, in addition to a local police forces --
16 force.

17 Q And based on the comment that you just
18 made, would it be fair to say that, following
19 your email to Mr. Taylor that is labeled as
20 Exhibit 6, that there were additional adjustments
21 to your methodology?

22 A Yes.

1 MR. COLTRANE: I would ask that the
2 item that we have labeled as Exhibit 6 now be
3 marked as Exhibit 6.

4 (Whereupon, the document was
5 marked as Deposition Exhibit
6 6 for identification.)

7 MR. COLTRANE: And that would bring us
8 to Exhibit 7.

9 BY MR. COLTRANE:

10 Q And, Ms. Herlands, I believe you were
11 already asked this, but is the item that we have
12 labeled as Exhibit 7 the document that
13 accompanied your email to Kurt Taylor that is now
14 marked as Exhibit 6?

15 A Yes.

16 Q And in the questions that we've had
17 over the last 10 minutes or so, are they directed
18 to the data that shows in the document that has
19 been marked as Exhibit 7?

20 A I'm sorry, your --

21 Q And I had asked it that way, so that
22 we don't have to do it again.

1 A Okay. I'm sorry, your question is the
2 previous -- say that again?

3 Q Sure. The questions that we just
4 asked and answered as we were discussing the
5 document marked as Exhibit 6, were your answers,
6 anyway, based on the items or the data that
7 appears in the documents that we've now labeled
8 as Exhibit 7?

9 A Yes.

10 MR. COLTRANE: I'd ask that this be
11 marked as Exhibit 7 to Ms. Herlands' deposition.

12 (Whereupon, the document was
13 marked as Deposition Exhibit
14 7 for identification.)

15 MR. COLTRANE: All right. And if we
16 have not already done so, when you previously
17 discussed out of order the document that is
18 labeled as Exhibit 8 --

19 THE WITNESS: Yeah.

20 MR. COLTRANE: -- I would ask that it
21 be marked as Exhibit 8 to Ms. Herlands'
22 deposition.

1 And if you would hand Ms. Herlands the
2 document that we've labeled as Exhibit 9?

3 THE WITNESS: Uh-hum. Okay.

4 BY MR. COLTRANE:

5 Q And can you identify the document that
6 we have marked as Exhibit 9?

7 A An email exchange between myself and
8 Kurt Taylor.

9 Q All right. And what is the subject of
10 the email exchange between you and Mr. Taylor?

11 A The fiscal '21 Sheriff's Office
12 budget.

13 MR. COLTRANE: All right. And if you
14 would, please, I would ask that you hand Ms.
15 Herlands the document that I have labeled as
16 Exhibit 10.

17 THE WITNESS: Yup.

18 BY MR. COLTRANE:

19 Q And, Ms. Herlands, to try to make it
20 a little easier, I would direct your attention to
21 page 5 of the document labeled as Exhibit 10. It
22 has Bates No. 1666.

1 A Uh-hum.

2 Q No, I've just given you the wrong page
3 number.

4 A Yup.

5 Q And I apologize.

6 A Yup.

7 Q I meant to direct you to 1669.

8 A Yup.

9 Q My apologies.

10 A Got it.

11 Q As a general matter, is the item that
12 we have labeled as Exhibit 10, is that the data
13 that is the subject of your email to Mr. Taylor
14 that we've labeled as Exhibit 9?

15 A Yes.

16 Q And if you could, please, explain the
17 issue that you have raised with Mr. Taylor in
18 your email to him of June 3rd, which we've
19 labeled as Exhibit 9.

20 A Issues? So -- rephrase the question?
21 What -- you're asking --

22 Q All right. Well, let me ask it this

1 way --

2 A Sorry.

3 Q -- did the information that is
4 contained in the document that we have labeled as
5 Exhibit 10, was that information consistent with
6 the information the County had already provided
7 you that was forming the basis of your
8 calculations for related to (audio interference),
9 the proposed (audio interference)?

10 A Was it consistent with what
11 information, though?

12 Q Well, what you already had in terms of
13 what you had been assigned to do. I mean, I'll
14 paraphrase it here, but your email to Mr. Taylor
15 that we've labeled as Exhibit 9 appears to state
16 a concern that the numbers you had been working
17 on were not borne out by the County, by the
18 Sheriff's Office's actual budget.

19 MR. FLETCHER: Objection to form.

20 MR. COLTRANE: And thank you.

21 BY MR. COLTRANE:

22 Q Ms. Herlands, you can answer the

1 question. He's made -- the objection's on the
2 record.

3 A Right. Not necessarily. This is a --
4 this is a fiscal '21 budget figure, which is
5 different than the fiscal '20 budget figure we
6 were using. It's new information.

7 MR. COLTRANE: All right. I would ask
8 that the items that we have given to Ms. Herlands
9 that are labeled Exhibit 9 and Exhibit 10 be
10 marked as Exhibits 9 and 10 to Ms. Herlands'
11 deposition.

12 (Whereupon, the documents
13 were marked as Deposition
14 Exhibits 9 and 10 for
15 identification.)

16 MR. COLTRANE: And then, I would ask
17 that Ms. Herlands be handed the document we've
18 labeled as Exhibit 11.

19 THE WITNESS: Uh-hum. Okay.

20 BY MR. COLTRANE:

21 Q And can you identify the document that
22 we've labeled as Exhibit 11?

1 A Yes.

2 Q And what is it?

3 A This is -- it's not an email to me.

4 It is an email exchange between Suzanne Cook
5 who's with the Sheriff's Office and Brittany Ward
6 who's with the County.

7 Q What is the subject of that email
8 exchange?

9 A The costs, the Sheriff's Office's
10 budget costs for Town of Hilton Head Island
11 services.

12 Q And the last three pages of the
13 document I've labeled as Exhibit 11 is what's
14 labeled as a "Year-to-Date Budget Report." And
15 my question about that is, was that document
16 attached to this email exchange when you received
17 it?

18 A Yes.

19 Q And looking at Ms. Cook's email of
20 June 5, which is the first page of the thing
21 we've labeled as Exhibit 11, the column of
22 numbers that's in the middle of her email --

1 A Uh-hum.

2 Q -- what did you understand that column
3 of numbers to be, or to signify, rather?

4 A The cost to provide direct services to
5 the Town of Hilton Head by the Sheriff's Office.

6 Q And was it your understanding that the
7 sheriff's deputies and other items that are
8 detailed in these columns of numbers were
9 utilized only within the municipal limits of the
10 Town of Hilton Head Island?

11 A Rephrase that question? Or say it
12 again, please?

13 Q Did you understand, or were you given
14 to understand, that the sheriff's deputies and
15 other items that are described in Ms. Cook's
16 email, that this represents things that were
17 utilized by the Sheriff's Department solely
18 within the municipal limits of the Town of Hilton
19 Head Island?

20 A This is my understanding of the direct
21 costs to provide law enforcement services to the
22 Town of Hilton Head Island.

1 MR. COLTRANE: I ask that this be
2 marked as Exhibit 11 to Ms. Herlands' deposition.

3 (Whereupon, the document was
4 marked as Deposition Exhibit
5 11 for identification.)

6 MR. COLTRANE: And I'd ask you hand
7 Ms. Herlands the item that we have labeled as
8 Exhibit 12 to Ms. Herlands' deposition.

9 THE WITNESS: Okay.

10 BY MR. COLTRANE:

11 Q Okay. And what is the document that
12 we've marked as Exhibit No. 12 -- or that we've
13 labeled as Exhibit 12 to your deposition?

14 A This is an email exchange between
15 myself and the County, Ashley Jacobs and Kurt
16 Taylor.

17 Q All right. And we haven't asked this
18 question yet. Who was Ashley Jacobs?

19 A She is the County Administrator.

20 Q Okay. And in your section of the
21 email to Ms. Jacobs --

22 A Uh-hum.

1 Q -- your first line notes that you've
2 changed the wording on the slide. And no, no
3 trick; I just want to make sure that I understand
4 it. Is the document, documents that are labeled
5 as Exhibits 7 and 8, I mean, is this what you're
6 talking about? Were these slides in a PowerPoint
7 presentation?

8 A No.

9 Q Okay. So, when you describe that
10 you've changed the wording on a slide, what are
11 you describing?

12 A This is a presentation to the County
13 Council.

14 Q And what form did that presentation
15 take?

16 A Can you be -- can you rephrase that?
17 I don't understand the question.

18 Q Well, I'm going to have to jump ahead
19 of myself.

20 MR. COLTRANE: If you would handle --
21 excuse me -- hand Ms. Herlands the document that
22 we've labeled as Exhibit 14?

1 THE WITNESS: Uh-hum. Okay. Okay.

2 BY MR. COLTRANE:

3 Q All right. And is the document that
4 is labeled as Exhibit 14, is that what you're
5 discussing in your email to Ms. Jacobs of, it
6 looks like July 9?

7 A Yes.

8 Q It's marked -- okay. And so, just
9 because perhaps I'm ignorant of how you gave
10 this, was this not a PowerPoint presentation?

11 A It, it was.

12 Q Okay. All right. Perhaps I
13 misunderstood you. My apologies.

14 So, returning your attention to the
15 item that we have labeled as Exhibit 12 --

16 A Uh-hum.

17 Q -- what is the substance of your email
18 exchange between -- or the email exchange between
19 you and Ms. Jacobs?

20 A I sent them a draft presentation.
21 They reviewed it. They had -- she had comments,
22 and I made a change.

1 MR. COLTRANE: And I ask that this
2 email be marked, or these documents be marked as,
3 marked as Exhibit 12 to Ms. Herlands' deposition.

4 (Whereupon, the document was
5 marked as Deposition Exhibit
6 12 for identification.)

7 MR. COLTRANE: And that you hand Ms.
8 Herlands the item that we have marked, or
9 labeled, rather, as Exhibit 13.

10 THE WITNESS: Okay.

11 BY MR. COLTRANE:

12 Q And by the email that is from you to
13 Ms. Jacobs on the document labeled as Exhibit 13,
14 did you forward to Ms. Jacobs the document that
15 you've previously looked at that we've labeled as
16 Exhibit 14?

17 A I don't recall.

18 Q Well, on or around July 11th of 2020,
19 would there have been anything else you might
20 have sent her? I mean, and this is not a trick
21 question. I just want to make sure that I
22 understand the changes of the --

1 A Right. This email exchange was in --
2 was related to the presentation that we were
3 going to give on July 13, 2020.

4 Q And is the item that we have labeled
5 as Exhibit 14 the text part of the presentation
6 that you made on July 13?

7 A Yes.

8 MR. COLTRANE: I would ask that these
9 two items be marked as Exhibits 13 and 14 to Ms.
10 Herlands' deposition.

11 (Whereupon, the documents
12 were marked as Deposition
13 Exhibits 13 and 14 for
14 identification.)

15 BY MR. COLTRANE:

16 Q Ms. Herlands, is it your understanding
17 that Beaufort County ultimately did adopt an
18 ordinance imposing the law enforcement service
19 charge in the municipal limits of the Town of
20 Hilton Head Island?

21 A It is my understanding that, yes, they
22 did.

1 Q Did TischlerBise provide the text of
2 that ordinance to Beaufort County?

3 A No.

4 MR. COLTRANE: I would ask that you
5 hand Ms. Herlands the document that we've labeled
6 as Exhibit 15.

7 And while she's doing that, if I
8 haven't done it, I've asked that the items we've
9 labeled as Exhibits 13 and 14 be marked as
10 Exhibits 13 and 14 to Ms. Herlands' deposition.

11 (Pause.)

12 THE WITNESS: Okay.

13 Q And can you identify the email
14 exchanges that are labeled as Exhibit 15?

15 A Yes.

16 Q And what does the email exchange
17 signify?

18 A A request for a meeting of us, of
19 TischlerBise.

20 Q And do you have a recollection of
21 whether the meeting that was requested in the
22 emailed that are labeled as Exhibit 15 ever took

1 place?

2 A I don't recall, but I don't -- I have
3 a terrible memory for meetings without
4 documentation.

5 Q Well, do you have any recollection at
6 all of having a meeting with the representatives
7 of Beaufort County in November or December of the
8 year 2020?

9 A I don't recall.

10 MR. COLTRANE: I would ask that this
11 be marked as Exhibit 15 to Ms. Herlands'
12 deposition.

13 (Whereupon, the document was
14 marked as Deposition Exhibit
15 15 for identification.)

16 MR. COLTRANE: And would ask that you
17 hand Ms. Herlands the item that we have marked as
18 Exhibit 16 to her deposition.

19 THE WITNESS: Okay.

20 BY MR. COLTRANE:

21 Q Can you identify this document?

22 A Yes.

1 Q And what is it?

2 A This is my affidavit, and that is the
3 attachment of the final court (audio
4 interference).

5 Q Who was the author of the text of this
6 affidavit?

7 A I was.

8 MR. COLTRANE: I would ask that this
9 be marked as Exhibit 16 to Ms. Herlands'
10 deposition.

11 (Whereupon, the document was
12 marked as Deposition Exhibit
13 16 for identification.)

14 MR. COLTRANE: And then, I would ask
15 that Ms. Herlands be handed the two items marked
16 as Exhibits 17 and 18 to -- or that I have
17 labeled as Exhibits 17 and 18.

18 THE WITNESS: Okay.

19 Q And, Ms. Herlands, can you identify
20 these two items that have been labeled as
21 Exhibits 17 and 18?

22 A Yes.

1 Q And what are they?

2 A 17 is our -- is a draft report on the
3 service charge and uniform user fee study, and
4 Exhibit 18 is the final report.

5 Q And do you recall whether or not there
6 were any material differences between your draft
7 report that is labeled Exhibit 17 and your final
8 report that is labeled Exhibit 18?

9 A I -- yes, I do recall whether there
10 were material changes.

11 Q Do you recall what the material
12 changes were?

13 A There were no material changes that
14 were --

15 Q Oh, I'm sorry, I misunderstood.

16 A Yeah.

17 Q My apologies.

18 A Yeah.

19 Q I would -- I do have one question on
20 the item that we have labeled as Exhibit 17.

21 A Uh-hum.

22 Q And if you could look at the last page

1 of it?

2 A Uh-hum.

3 Q Can you tell me what your -- what was
4 supposed or what you were inquiring about with
5 your -- or with the text that "We include
6 contract?" question mark.

7 A Uh-hum. Whether there was an interest
8 in including the contract between the Town of
9 Hilton Head and -- Hilton Head Island and the
10 Sheriff's Office.

11 Q And as of the date of the document
12 labeled as Exhibit 17, which is June 11, 2020 --

13 A Uh-hum.

14 Q -- did you understand that there was,
15 in fact, a contract between the Town and Beaufort
16 County or the Beaufort County Sheriff's Office
17 related to law enforcement or police services, or
18 if there was not such a contract?

19 A The -- restate the question, please,
20 what you're asking me.

21 Q As of June 11, 2020, what was your
22 understanding about whether or not there was a

1 contract between the Town and the Sheriff or the
2 County related to law enforcement or police
3 services on Hilton Head or within the
4 municipal --

5 A Right.

6 Q -- limit of Hilton Head Island? I'm
7 sorry.

8 A The understanding was that a contract
9 was not currently in effect.

10 Q And then, directing your attention to
11 Exhibit 18, which I understand to be the final
12 report --

13 A Uh-hum. Yes.

14 Q -- what I'll call the placeholder
15 exhibit on your draft report related to the
16 contract, that does not appear in your final
17 report, is that correct?

18 A Correct.

19 MR. COLTRANE: I would ask that these
20 two items be marked as Exhibits 17 and 18 to Ms.
21 Herlands' deposition.

22 (Whereupon, the documents

1 were marked as Deposition
2 Exhibits 17 and 18 for
3 identification.)

4 MR. COLTRANE: And then, if you would,
5 please, hand Ms. Herlands the two documents that
6 I have labeled as Exhibits 19 and 20 --

7 THE WITNESS: Okay. Great.

8 MR. COLTRANE: -- to her deposition.

9 THE WITNESS: Okay.

10 BY MR. COLTRANE:

11 Q With respect to the items that are
12 labeled as Exhibits 19 and 20, are these
13 documents things that were provided to you during
14 your work on this project?

15 A Exhibit 20 was, yes.

16 Q And the reason I'm asking is, I
17 couldn't tie these to anything else that was
18 produced. So, I was just wondering if these were
19 random or -- so, you do not recall having seen
20 Exhibit 19, the thing labeled as Exhibit 19?

21 A Correct.

22 Q And you do recall seeing the thing

1 that is labeled as Exhibit 20?

2 A Yes.

3 MR. COLTRANE: I would ask that these
4 two items be marked as Exhibits 19 and 20 to Ms.
5 Herlands' deposition.

6 (Whereupon, the documents
7 were marked as Deposition
8 Exhibits 19 and 20 for
9 identification.)

10 BY MR. COLTRANE:

11 Q Ms. Herlands, that is all the
12 questions I have at this time. I appreciate your
13 willingness to come and sit for this deposition.

14 A Thank you.

15 MR. FLETCHER: I do not have any
16 questions.

17 MR. COLTRANE: Then, Ms. Herlands,
18 your deposition is concluded. We will set you
19 free.

20 And just for the court reporter,
21 please remember that Ms. Herlands does wish to
22 read and sign her deposition.

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THE WITNESS: Great.

MR. FLETCHER: Thank you, Julie.

THE WITNESS: Thank you. Thank you
all.

MR. COLTRANE: All right. Thank you.

We're off the record.

(Whereupon, at 11:14 a.m., the taking
of the deposition was concluded.)

(Signature was not waived.)

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C E R T I F I C A T E

This is to certify that the foregoing transcript

Deposition of: Julie Herlands

In the matter of: Hilton Head, SC v Beaufort Co., SC

Before: State of South Carolina

Date: 01-20-23

Place: Washington, DC

were duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate record of the proceedings; and that I am neither counsel for, related to, nor employed by any of the parties to this action in which this deposition was taken; and further that I am not a relative nor an employee of any of the parties nor counsel employed by the parties, and I am not financially or otherwise interested in the outcome of the action.



Court Reporter

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**CONSULTANT AGREEMENT
BETWEEN TISCHLERBISE, INC. AND
BEAUFORT COUNTY, SOUTH CAROLINA**

THIS AGREEMENT, entered into this 20 day of February, 2020, by and between Beaufort County, hereinafter called the "**County**", and TischlerBise, Inc., hereinafter called the "**Consultant**".

WHEREAS the **County** is in need of certain services; and

WHEREAS the **Consultant** has expertise in impact fee preparation and related activities.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The **Consultant** shall provide those services to the **County** as more particularly identified in the attached Exhibit "A".
2. In performing the services identified in the attached Exhibit "A", the consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A".
3. **Consultant** shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the **County**.
4. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of Tasks 1-3 specified in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the **County** upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the **Consultant** shall be paid for services performed to the date of **Consultant's** receipt of such termination notice.

5. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

County: Kurt Taylor, County Attorney, 100 Ribaut Road, Beaufort, South Carolina, 29902.

Consultant: Carson Bise, AICP, President, TischlerBise, Inc., 4701 Sangamore Road, Suite S240, Bethesda, MD 20816.

6. This Agreement is non-assignable by the **Consultant** and its subcontractors.
7. The **County** shall pay to **Consultant** the amounts indicated in Exhibit "B" for Tasks 1-3. Invoices will be issued by the **Consultant** to the **County** on a percentage completion basis. Payment will be made by the **County** within 30 days of receipt of invoice.
8. This Agreement shall be construed under the laws of South Carolina.

9. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the **County** and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **County** and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

10. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.

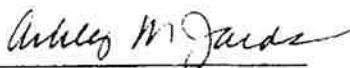
11. The Consultant hereby agrees to indemnify and hold harmless the **County**, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits caused by the Consultant's breach of contract or the negligent performance by Consultant (or by any person acting for the Consultant or for whom the Consultant is responsible).

12. The consultant shall secure and maintain during the life of this Agreement, insurance coverage, naming the **County** as an additional insured, which shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the **County**. Consultant shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the **County** with proof of such insurance in a form acceptable to **County** upon request.

13. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives as of the _____ day of _____, 2020.

COUNTY:



Ashley Jacobs, County Administrator
Beaufort County

CONSULTANT:

Carson Bise, AICP, President
TischlerBise, Inc.

EXHIBIT A**TASK 1: DETERMINE METHOD FOR ALLOCATING COSTS**

The Town of Hilton Head Island is receiving enhanced services from the Sheriff's Office. For this analysis two alternative scenarios- one is that the enhanced services have a value of \$3 million or \$4.5 million will be evaluated. This task will determine appropriate and defensible methods for assessing properties within the Town of Hilton Head Island a uniform service fee to collect the costs of the enhanced services. Logical items to consider include without limitation, the uses of different classes of properties (commercial vs. residential, hotel vs. single family etc.) calls for service typically generated by different land uses (without seeking records for individualized properties) and other relevant differentiating issues.

Meetings:

One (1) meeting with County (and Town if applicable) staff

Deliverables:

Technical memorandum on assumptions and methodology

TASK 2: PREPARE LAW ENFORCEMENT SERVICE CHARGE REPORT

The completion of the above tasks will allow a draft report to be prepared and submitted to the County. The report will be a self-contained document which provides important information on who pays and who benefits. It will discuss other relevant issues. The report will include at a minimum the following information:

- Executive Summary
- Approach
- Discussion of Law Enforcement Demand Sources
- Recommended Cost Allocation Methodology
- Summary of Findings

After mutually agreed changes are made, a final report will be issued.

Meetings:

Conference calls as necessary

Deliverables:

Draft and Final Law Enforcement Service Charge Report

TASK 3: MEETINGS/PRESENTATIONS

In addition to the onsite meetings identified above, TischlerBise will attend/present at one public presentation as part of this assignment.

Meetings:

Presentation at mutually agreed upon date and time

Deliverables:

Presentation materials as appropriate.

EXHIBIT B

PROPOSED COST FOR LAW ENFORCEMENT SERVICE CHARGE STUDY				
Project Team Member:	Bise	Herlands	Total	
Hourly Rate*	\$210	\$195	Hours	Cost
Task 1: Determine Method for Allocating Costs	16	32	48	\$9,600
Task 2: Prepare Law Enforcement Service Charge Report	16	28	44	\$8,820
Task 3: Meetings/Presentations	16	4	20	\$4,140
Expenses:				\$3,600
Total Cost:	48	64	112	\$26,160

<image001.png>

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From: Julie Herlands <julie@tischlerbise.com>
Sent: Friday, February 14, 2020 2:56 PM
To: Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: RE: Revised proposal

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

There might be a change on my schedule that would allow me to start earlier. Regarding the content and participants, this meeting will serve as the kick-off discussion and cover the following discussion topics:

- The two enhanced service options being considered (\$3 million; \$4.5 million)
- The distinctions between the two scenarios
- Beneficiaries of the enhanced services; geographic areas served
- Potential assessment methodologies to distinguish among land uses; to include possibly calls for service approach (data from Sheriff's Office and/or dispatch/GIS), "functional population" (calculated by TischlerBise).
- Treatment of land uses serving visitors.
- Other revenues sources (if any) from the areas to be assessed that are potentially funding the same services
- Policy/political issues for us to be aware of
- Timeline/process for presenting findings
- Other items/issues

Let me know if you think the potential attendees necessary to discuss the above items might be available earlier on Wednesday. I think a 90-minute meeting would suffice. If not, do you want to provide some other dates/times that might work?

Let me know if you have other questions—I will be available after 4pm at 301-320-6900x15.

Thanks,
 Julie

From: Julie Herlands <julie@tischlerbise.com>
Sent: Monday, March 16, 2020 3:43 PM
To: Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: Law Enforcement User Fee District

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Kurt,

Hope you are doing okay, all things considered. I'm sure things are unstable/uncertain at the moment ... While we are all keeping our physical distance, I can continue to work on the analysis

I'm following up on a few pieces of information we discussed at our meeting:

- Existing contract/s with Town for County Law Enforcement services
- Sheriff's Office calls for service reports/data
 - In the 2016 Annual Report, South Sheriff Office District 5 appears to be wholly the Town of Hilton Head. Can we get calls for service data for the County delineated by District as well as by land use? (The latter is likely more complicated to get—but I'd like to see what's possible.) A call/conversation between Sheriff data person and me is probably needed.
- E-911 funding: the question we posed at the meeting was whether the Town of HH received revenue back from the State from the E-911 fund. I have found distribution reports from the State that identify revenue distribution back to Beaufort County but not to Hilton Head. But also see that Hilton Head is a PSAP, which should mean they get a distribution. I'll need to understand the revenues/expenditures flow between County and Town, namely whether Town receives E-911 dollars directly from State and/or if the County pays the Town for the calls it receives/dispatches for the County
- We discussed the Town's study of the Sheriff's Office services. I found reference to it—it was an Audit Report and discussed at this Town Council Subcommittee meeting <https://hiltonheadislandsc.gov/boards/agendas/2018packets/intpubsafe-11-13-2018-pack.pdf> but the actual report/audit was not part of the packet. It would be good to get a copy if at all possible.
- We also discussed a Parks Study—I believe this is in relation to the services/facilities provided Countywide including with the Town of Hilton Head and planning for those facilities. My notes are a bit sketchy on the relevance however.

Let me know if you have any questions on the above or need to discuss further.

Thanks

Julie

Julie Herlands, AICP, Vice President

TischlerBise

301.320.6900 x15 (w)

202.841.5834 (m)

Suzanne

Good morning Thank you for providing us with the below numbers Is there anyway that we can provide Julie (the consultant) with a line item or financial database I think it would be beneficial for her to be provided more information and let her sort through it and determine what is applicable As always, please call if we need to discuss it further or if you have any questions

Than you

Brittany Ward

Beaufort County Deputy Attorney

102 Industrial Village Bldg 2

P O Drawer 1228

Beaufort, SC 29901

Cell (843) 592-4695

Office (843) 255-2059

Fax (843) 255-9414

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From: Cook, Suzanne <suzannec@bcgov.net>
Sent: Friday, May 8, 2020 12:33 PM
To: Ward, Brittany <bward@bcgov.net>
Cc: Hatfield, Michael <mikeh@bcgov.net>
Subject: Beaufort County Sheriff's Office countywide services

BC_HHI_000537

Brittany,

Good Afternoon,

The Beaufort County Sheriff's Office budget is approximately \$33,900,000 and listed below are the countywide services we provide.

Beaufort County Sheriff's Office FY2020 (approximate budget amounts)

Headquarters	\$860,000
Administration, Forensics Lab, and School Resource Officers	\$10,931,000
Enforcement, Investigations, & Violent Crimes Taskforce	\$14,425,000
Emergency Management/Communications	\$7,750,000
	<u>\$33,916,000</u>

**Beaufort County Sheriff's Office
Countywide Functions**

Proactive Patrols

Accident Investigations

Traffic Enforcement

Law Enforcement Explorer Program

Patrol Dog Program

K9 Tracking Team

Honor Guard

Crime Scene Investigations

Crime Analysis

Community Events

Criminal Investigations

Victim's Advocacy Programs

Sex Offender Registry

Project Life Saver
Office of Professional Responsibility
Violent Crimes Taskforce
Gang Interdiction
Drug Interdiction
Special Weapons and Tactics
Explosive Disposal and Investigations
Marine Patrol
Environmental Crimes
Dive Team
Alcoholic Beverage Control
Civil Process Service
Criminal Warrant Service
Mental Evaluation Transports
Extraditions
Non-[Ferrous Metals Permitting
Rule 5/FOIA requests
Criminal Records
Airport Security
School Resource Officers
Courthouse Security
Auditors Office Liaison
General Sessions Coordinator
CALEA Accreditation and compliance
Public Information
Webmaster
Social Media

Nixle

Crime Stoppers

DNA Lab Services

Drug Lab Services Arson services

Computer/digital Services

County-wide active shooter
coordination and training

Citizens Response to Active Shooter
Events (CRASE)

Citizen's Police Academy

Veteran's Affairs Liaison

Reserve Program

Chaplains Program

Recruiting

Crime Prevention Presentations

Physical Security Surveys

Firearms Training Simulator (FATS)

Facilities Management

HR-218

911 Dispatch

Emergency Operations Center

Re-Entry Credentialing

Traffic Management Center

1033 Program

Natural Disaster and Emergency
Response Coordination

NCIC Coordination and Compliance

Smart 911

Hazardous Materials Response
Coordination

Aviation Unit

Community Emergency Response
Team (CERT)

Have a great weekend,

Suzanne Cook

Financial Officer

Beaufort County Sheriff's Office

2001 Duke Street

Beaufort, South Carolina 29902

Ph: 843-255-3275

Fax: 843-255-9449

From: "Ward, Brittany" <bward@bcgov.net>
Sent: Wed, 03 Jun 2020 12:06:55 -0400
To: Julie Herlands <julie@tischlerbise.com>
Subject: RE: Beaufort County Sheriff's Office countywide services
Attachments:
· FY2021 BCSO budget draft 060220 County Council.xlsx (1203 kb)

Starting June 1, Beaufort County is reopening some of its locations to the public with several temporary changes in the interest of preventing the spread of COVID-19. The public is still strongly encouraged to do business with us online, through email or by phone when possible. All visitors to County buildings must wear a face covering. Visit us online at www.beaufortcountysc.gov and review department updates at the Government dropdown menu for additional information.

Julie,

Attached is the line item budget provided by the BCSO for county council to review at tomorrow's budget meeting. Please call to discuss.

Thank you,

Brittany Ward

Beaufort County Deputy Attorney

102 Industrial Village Bldg 2

P O Drawer 1228

Beaufort, SC 29901

Cell (843) 592-4695

Office (843) 255-2059

Fax (843) 255-9414





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From: Julie Herlands [<mailto:julie@tischlerbise.com>]
Sent: Thursday, May 14, 2020 4:33 PM
To: Ward, Brittany <bward@bcgov.net>
Cc: Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: RE: Requested Data from the BCSO

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Thanks. I think this will get to where we need to go. I will let you know if we have follow-up questions.
 Julie

From: Ward, Brittany <bward@bcgov.net>
Sent: Thursday, May 14, 2020 1:13 PM
To: Julie Herlands <julie@tischlerbise.com>
Cc: Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: FW: Requested Data from the BCSO

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective March 23, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Julie,

In reviewing the attached documents I reached back out to BCSO for some clarity. Focusing on the

"Calls for Service Personnel Assignment Data" I have confirmed that each patrol team is on 12 hour shifts for the south of the Broad River area. The 7 individuals highlighted in grey within the "Patrol Team" are the enforcement of HHI pursuant to their contract. The other remaining boxes that have individuals highlighted grey represent the fulfillment of the obligations of the contract, but also provide services to the remaining area south of the Broad River.

Please call me with any questions or to discuss further.

Thank you.

Brittany Ward
Beaufort County Deputy Attorney

102 Industrial Village Bldg. 2
P.O. Drawer 1228
Beaufort, SC 29901
Cell (843) 592-4695
Office (843) 255-2059
Fax (843) 255-9414



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From: Neill, William <wneill@bcgov.net>
Sent: Thursday, May 14, 2020 12:26 PM
To: Ward, Brittany <bward@bcgov.net>
Cc: Hatfield, Michael <mikeh@bcgov.net>; Cook, Suzanne <suzannec@bcgov.net>; McIntosh, Robin <rmcintosh@bcgov.net>; Langford, Alan <alangford@bcgov.net>
Subject: Requested Daata from the BCSO

Brittany

Attached is the information you requested for 2019:

- (1) The number of calls for service for each municipality in Beaufort county
- (2) The number of assistance calls provided by the Sheriff's Office to each of the municipalities in the county
- (3) The number of calls for service responded to by the Sheriff's Office

(3) The assignments of Sheriff's Office personnel

I also provide a copy of our organizational chart to help clarify any questions on personnel assignments you may have.

If you have any questions please let me know.

Bill

William R. Neill, Colonel
Administrative and Support Services Division
Beaufort County Sheriff's Office
P.O. Box 1758
Beaufort, South Carolina
Office: 843-255-3295
Cell: 843-812-6081
wneill@bcgov.net



Calls for Service Data 2019

Total Calls for Service by Municipality in Beaufort County

Beaufort Police Department	86,623
Bluffton Police Department	64,778
Port Royal Police Department	33,699
Beaufort County Sheriff's Office for Town of Hilton Head	97,336

Beaufort County Sheriff's Office Assisting Other Agencies Calls for Service

City of Beaufort	11,935
Town of Bluffton	5,890
Town of Port Royal	3,384
Marine Corps Air Station	116
Outside Beaufort County	888
Total:	22,213

Total Beaufort County Sheriff's Office Calls for Service:	321,439

Northern Enforcement Personnel Assignments

Filled Positions	61
Vacancies	5
Total	66

Northern Enforcement Areas	
Area 1	Beaufort/Port Royal
Area 2	North of Whale Branch
Area 3	Lady's Island to Fripp Island

Enforcement Command North	
105	Major Bukoffsky
A1	Captain Purdy
A2	VACANT
A5	MSgt Malphrus

Investigations North	
D3	Lt Chapman
D5	MSgt Draisen
D11	SSgt Duncan
D25	Sgt Garst
D26	Sgt Snider
D27	Sgt DuHamel
D28	Sgt Seronka
D34	Cpl Sosa
D40	LCpl Abell
D42	LCpl Byrd

A-Team	
A13	SSgt Robbins
A21	Sgt Guise
A24	Sgt Perkins
A27	Sgt Light
A39	Cpl Gracia
A44	Cpl Driscoll
A47	LCpl Domino
A50	LCpl Green
A58	PFC Collette
A71	D/S Ainsworth
A73	D/S Locandro

B-Team	
A11	SSgt Lamb
A22	Sgt Krapf
A23	Sgt Mankin
A32	Sgt Tafoya
A42	Cpl Arcuri
A46	Cpl Noack
A49	LCpl Hewitt
A57	PFC Ireland
A68	D/S Mosier
A69	D/S Oelschlager
	VACANT

Victim's Advocates	
D12	SSgt
D22	Sgt

C-Team	
A12	SSgt DiFalco
A26	Sgt Armstead
A28	Sgt King
A30	Sgt Kline
A36	Cpl O'Neal
A38	Cpl Lewis
A59	PFC Anderson
A60	PFC Ahrens
A66	D/S Miles
A74	D/S Huston
	VACANT

D-Team	
A10	SSgt Hovest
A25	Sgt Tunis
A29	Sgt Capps
A31	Sgt Thomas
A37	Cpl Keener
A41	Cpl Swalm
A48	LCpl Gargiulo
A51	LCpl Schelske
A52	LCpl Kremer
A67	D/S Perlow
A72	D/S Decker

Traffic Team/SEU	
	VACANT
	VACANT

Desk Sgt LEC	
A20	Sgt Parnell

New Hires/Trainees	
A75	D/S Imbert
A76	D/S Lewis
A77	D/S Allison

Reserves	
V62	Jezewski

Southern Enforcement Personnel Assignments

Filled Positions	76
Vacancies	8
Total	71
HH Contract	42

Enforcement Command	
106	Major Zanelotti
B1	Captain Viens
B2	Lt Covington
B5	MSgt Faucett

Southern Enforcement Areas	
Area 4	Bluffton
Area 5	Hilton Head

Clerks	
ST III	Morris
ST III	Bonner
ST III	Rule

Patrol A-Team	
B10	SSgt DiCarlo
B20	Sgt Klein
B27	Sgt Whittenton
B30	Sgt Wilfong
B46	Cpl Hansen
B51	Cpl Lynn
B60	PFC Madison
B61	PFC DeMars
B65	PFC Whaling
B73	D/S McElheney
B79	D/S D'Adamo
	VACANT

Patrol B-Team	
B13	SSgt Angstadt
B21	Sgt Stuckey
B25	Sgt Scheemaker
B42	Cpl Costabile
B53	LCpl Meehan
B55	LCpl Crowley
B59	LCpl Carder
B64	PFC Harris
B68	PFC Laudato
B69	PFC Hewitt
B74	D/S Graham
	VACANT

Investigations South	
D4	Lt Florencio
D6	MSgt Crumpton
D10	SSgt Calendine
D21	Sgt Seifert
D25	Sgt Reynells
D32	Cpl Calore
D33	Cpl Weich
D35	Cpl Johnson
D41	LCpl Cushman
	VACANT

Victim's Advocates	
D20	Sgt Adams
D24	Sgt Albertin

Patrol C-Team	
B11	Collier
B23	Sgt Snyder
B26	Sgt Prusinowski
B31	Sgt Yeargan
B34	Cpl Dickman
B36	Cpl Mendicino
B45	Cpl Toomey
B63	PFC Kuczka
B66	PFC Clouse
B75	D/S Pettit
B76	D/S Moore
	VACANT

Patrol D-Team	
B14	SSgt Cooler
B24	Sgt Greninger
B28	Sgt Kaase
B29	Sgt McIntosh
B38	Cpl Swinehamer
B40	Cpl LeVan
B52	LCpl Hunt
B56	LCpl Entrup
B58	LCpl Aaron
B62	PFC Cochenour
B67	PFC Matynka
B72	D/S Partridge

Traffic Team/SEU	
B12	SSgt Lauver
B22	Sgt Paul
B35	Cpl Aroneck
	VACANT
	VACANT

Special Operations	
S1	Name Withheld
S2	Name Withheld
S3	Name Withheld
S5	Name Withheld
S10	Name Withheld
S11	Name Withheld
S20	Name Withheld
S21	Name Withheld
S22	Name Withheld
S32	Name Withheld
S33	Name Withheld
KY20	Name Withheld
	VACANT

Evidence	
L32	Cpl Williamson

Environmental Crimes	
M20	Sgt Gobel
M21	Sgt Riccobene

Reserves	
V51	Morris
V52	Chalson

Marine Patrol	
	VACANT

Administrative Personnel Assignments

Filled	73
Vacancies	10
Total	82

Administrative Command	
104	Maj Roper
107	Maj Bromage

Special Services	
E1	Capt Givens
E2	Lt Calhoun
E5	MSgt Moreno

Administrative	
C1	Capt Mattox
C2	Lt Vido
C5	MSgt Light

Headquarters	
Z1	Capt Angelo
Z2	Lt Thomas
Z21	Sgt Rowell

Courthouse	
E11	SSgt Winston
E20	Sgt Heroux
E24	Sgt Williams
E26	Sgt Hardy
E29	Sgt Cajigas
E34	Cpl Kelleher
E51	D/S Cucinella
E52	D/S Criscuolo
E53	D/S Freeman
E54	D/S Stevens

Civil	
C10	SSgt Hoyt
C11	SSgt Stettmier
C20	Sgt Hall
C22	Sgt Calandra
C23	Sgt Vaughn
C27	Sgt Herlong
C29	Sgt Seronka
C32	Cpl Ferguson
C33	Cpl Tannuzzi
	VACANT

Warrants	
C12	SSgt Wilson
C21	Sgt Malphrus
C28	Sgt Merrill
C40	Cpl De Simone
C41	Cpl Saunders
C50	LCpl Kaiser
	VACANT
	VACANT

Memorandum Enforcement	
E12	SSgt Denham

Airport	
C30	Cpl Korinek
C34	Cpl Lear
C35	Cpl Musser
C38	Cpl Mankarios

Evidence	
L3	Lt Legree
L10	SSgt Jensen
L56	D/S Krapf
	VACANT

SRO	
E14	SSgt Webb
E21	Sgt Sooknanan
E22	Sgt Fripp
E25	Sgt Bileze
E27	Sgt Prusinowski
E28	Sgt Able
E31	Cpl Cleveland
E33	Cpl Mowery
E35	Cpl Garst

Support Services	
X2	Lt Langford
X10	SSgt McIntosh
X20	Sgt Townsend
X49	D/S Brookins
X50	D/S Holloway
	VACANT
	VACANT

Forensic Laboratory	
L2	Lt Berry
L50	D/S Donahue
L51	D/S French
L52	D/S Mills
L53	D/S Garinger
L54	D/S Zeipfel
L57	D/S Kolat

CRO	
E13	SSgt Washington
E23	Sgt Shea
E32	Cpl Smith
E36	Cpl Priest
	VACANT
	VACANT

CALEA	
X1	Capt Averill
	VACANT

Training	
Z5	MSgt Jennings
Z20	Sgt Allen
	VACANT

Command Personnel Assignments

Sheriff	
100	Sheriff Tanner

Chief Deputy	
101	M Hatfield

Administrative & Support Services Division Commander	
102	Col Neill

Enforcement Division Commander	
103	Col Allen

EMD Commander	
900	Col Baxley

Finance Controller	
X48	Suzanne Cook

Special Investigator	
D2	Lt Baird

EMD	
901	VACANT
902	Lt Runnion
903	Lt Tuten
904	MSgt Zsamar

From: Julie Herlands <julie@tischlerbise.com>

Sent: Fri, 15 May 2020 22:40:42 +0000

To: "Taylor, Kurt" <kurt.taylor@bcgov.net>

Subject: RE: Requested Data from the BCSO

Attachments:

· Beaufort Co Sheriff User Fee Study_update_05.15.20.pptx (301 kb)

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Kurt,

I've updated the calculation—with an additional adjustment for BCSO base level of service/costs to provide service inside municipalities.

We've also included an alternative calculation based on contracted services.

There are still some caveats and questions—possibility for further refinement (and I would argue further capturing costs).

I have not included the actual user fee calculation—since the total cost to allocate to HH is the real figure we are trying to get to. Once we get there, we have the methodology ready to go on the user fee calculation itself.

Happy to discuss early next week.

Thanks,

Julie

From: Taylor, Kurt <kurt.taylor@bcgov.net>

Sent: Thursday, May 14, 2020 6:52 PM

To: Julie Herlands <julie@tischlerbise.com>

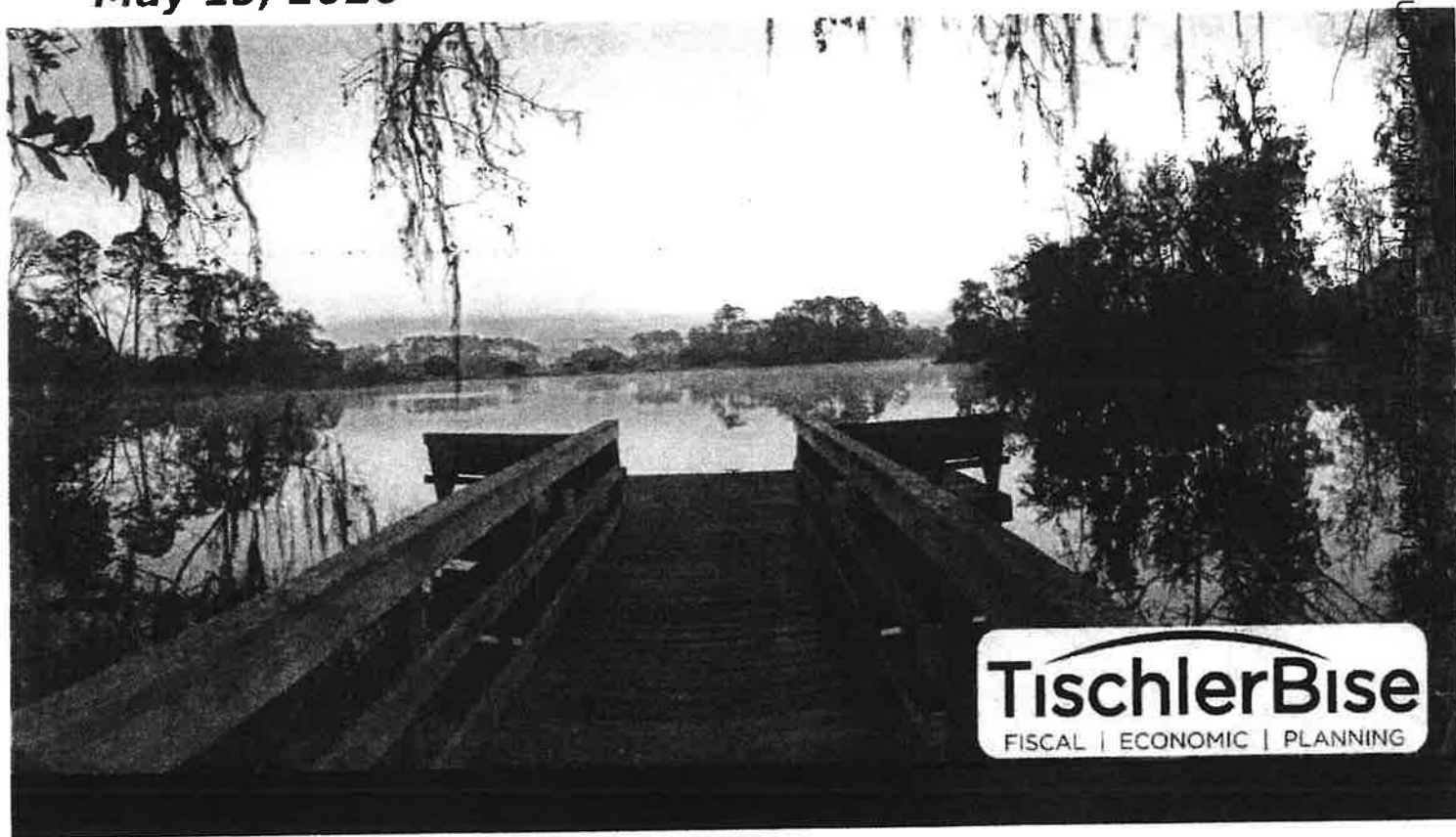
Subject: RE: Requested Data from the BCSO

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective March 23, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Thanks for your diligence!

Sheriff User Fee Study Approach and Key Findings Update **Beaufort County, SC** **May 15, 2020**



TischlerBise
FISCAL | ECONOMIC | PLANNING

User Fee Calculation

Estimate percent of total BCSO FY19 Budget for Law Enforcement Services

Beaufort County Sheriff's Office FY2020 (approximate budget amounts)		
Headquarters	\$860,000	
Administration, Forensics Lab, and School Resource Officers	\$10,931,000	
Enforcement, Investigations, & Violent Crimes Taskforce	\$14,425,000	43%
Emergency Management/Communications	\$7,750,000	
TOTAL	\$33,916,000	

If a further breakdown can be provided, a portion of HQ and Admin line items could be allocated to LE. The budget was not provided in sufficient detail to extract those costs that are LE.

User Fee Calculation

Determine Share of Calls for Service BCSO Assists on Inside Municipalities

	<i>Municipality CFS</i>	<i>BCSO Assist</i>	<i>BCSO Assist as % of Muni CFS</i>
City of Beaufort	86,623	11,935	13.78%
Town of Bluffton	64,778	5,890	9.09%
Town of Port Royal	33,699	3,384	10.04%
Total	185,100	21,209	11.46%
Average Weighted % of Calls BCSO Responds to in Municipalities		rounded	11.00%

Source: BCSO, 2019 Calls for Service

Methodology to establish a base level of service in municipalities in the County for Law Enforcement services provided by BCSO.

User Fee Calculation

Determine amount of BCSO Law Enforcement budget attributed to Hilton Head using calls for service data

BCSO Sheriff Total Budget (FY20)		\$33,916,000
Law Enforcement Cost Estimate		
BCSO Law Enforcement (Total Budget)	43%	\$14,425,000
BCSO Non-Law Enforcement Budget	57%	\$19,491,000
Total	100%	\$33,916,000
Allocation to Town of Hilton Head		
Calls Responded to by BCSO [^]	(a)	321,439
Calls to Hilton Head Responded to by BCSO [^]	(b)	97,335
Average Weighted % of Calls BCSO Responds to in Municipalities *		11%
Estimated Calls Assumed BCSO Would Assist on in HH	(c)=(a) * (b)	10,707
Remainder "Municipal Level" CFS	(d)=(b) - (c)	86,628
Remainder "Municipal Level" CFS to Hilton Head as % of BCSO Cal	(e)=(d)/(a)	27%
BCSO Law Enforcement (Total Budget)		\$14,425,000
Hilton Head BCSO Estimated Law Enforcement Cost	27%	\$3,887,553

[^] BCSO, 2019 Calls for Service

* See accompanying figure

** Functional population (see supporting figure)

User Fee Calculation

Alternative: Contracted Costs Calculation

- # of FTEs assigned to Hilton Head plus those FTEs serving HH in addition to the rest of the Southern Enforcement Area. Estimated at 90% [to be confirmed]
- Multiplied by total cost per FTE from FY20 budget (\$34m/301 FTEs=\$112,844). [Note: These reflect filled positions—if the budget includes vacant positions, please advise. Alternatively, actual costs for personnel from BCSO; this again does not capture support or admin costs outside of Southern area]
- Then, the Base LOS is netted out (11% derived from previous calculation) to arrive at a cost of \$4,057,414 in HH.

Southern Enforcement Area	# FTEs	% to HH	Prorated FTEs
Assigned to Hilton Head	26	100%	26.0
Partial HH (in Southern Enforcement Area)	16	90%	14.4
Total	42		40.4
Fully Loaded Cost per FTE*			\$112,844
Estimated Total Cost			\$4,558,892

Base Level of Service Provided by BCSO to Municipalities %	11%
Base Level of Service Provided by BCSO to Municipalities \$	\$501,478
BCSO Law Enforcement Cost to HH (in excess of Base LOS)	\$4,057,414

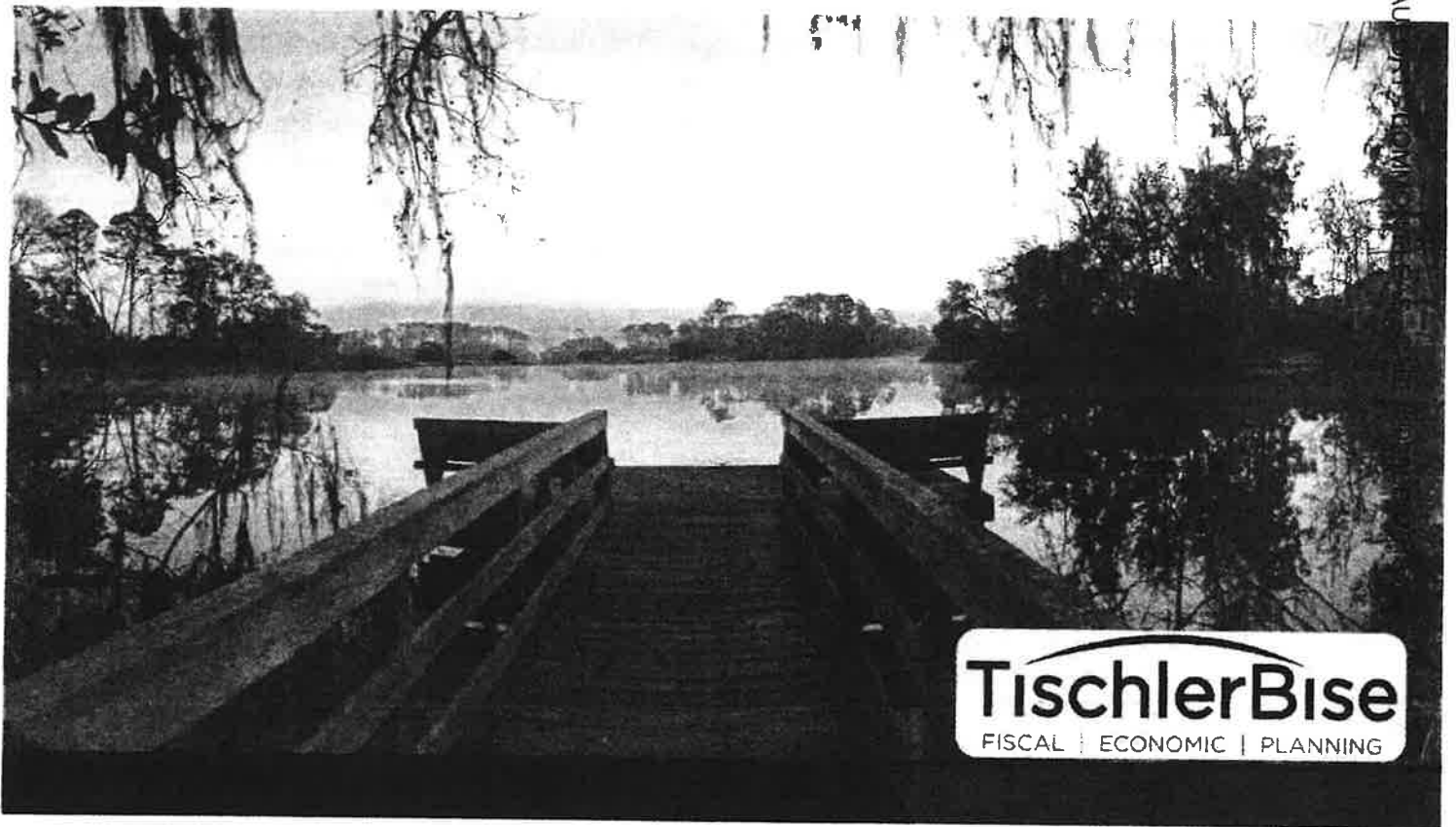
* Fully Loaded Cost per FTE	FY20 Budget	Filled FTEs	\$/FTE
Headquarters	\$860,000	10	\$86,000
Administration, Forensics Lab, and School Resource Officers	\$10,931,000	73	\$149,740
Enforcement, Investigations, & Violent Crimes Taskforce	\$14,425,000	132	\$109,280
Emergency Management/Communications	\$7,750,000	86	\$90,116
Total/average	\$33,966,000	301	\$112,844

Sheriff User Fee Study Approach and Key Findings

Preliminary Results

Beaufort County, SC

April 17, 2020



TischlerBise
FISCAL | ECONOMIC | PLANNING

Sheriff User Fee Key Assumptions

- Town of Hilton Head is an incorporated municipality located in Beaufort County
- The Town contracts with Beaufort County Sheriff's Office (BCSO) for Law Enforcement Services
 - The Law Enforcement Contract is in place of a municipal police department

Study Approach

○ Work effort:

- Identify law enforcement costs incurred/consumed by Town of Hilton Head
- Develop user fee methodology to allocate costs to land uses in Hilton Head
- Calculate user fee based on total cost incurred/consumed based on the methodology developed
- Calculate user fee based on the current contract amount using the methodology developed *[to be provided based on methodology decisions]*

User Fee Calculation Methodology

1. Estimate percent of total BCSO FY19 Budget for Law Enforcement Services (as opposed to services provided countywide such as Civil Processing, Court Security, Forensics Services Lab, Bomb Squad, et al.)
 - Note: This is an area for possible refinement.
2. Determine amount of BCSO Law Enforcement budget attributed to Hilton Head using calls for service data
 - Calls for service data provided by BCSO for calendar year 2019
 - Calls identified as calls responded to by BCSO within Hilton Head and elsewhere
3. Allocate Hilton Head portion of BCSO Law Enforcement budget to residential and nonresidential development using functional population split (i.e., demand from residential versus nonresidential development)
4. Calculate cost per residential and nonresidential demand units (per capita for residential; per job or nonresidential trip for nonresidential)
 - Note: This is a decision point
5. Calculate user fee for residential and nonresidential land uses; produce schedule of fees by land use

User Fee Calculation

1. Estimate percent of total BCSO FY19 Budget for Law Enforcement Services

Beaufort County Sheriff's Office (BCSO) Law Enforcement Cost Allocation

BCSO Law Enforcement Estimate

BCSO Countywide Services Estimate (e.g., Civil, Courts)

Total

FTEs*

% Split

217	60%
144	40%
361	

BCSO Sheriff Total Budget (FY19)

\$24,315,733

Law Enforcement Cost Estimate

BCSO Law Enforcement Estimate

BCSO Countywide Services Estimate (e.g., Civil, Courts)

Total

60%

40%

100%

\$14,589,440

\$9,726,293

\$24,315,733

* Beaufort County Sheriff's Office (BCSO) 2016 Annual Report

Can be refined if BCSO can provide more detailed 'current info on LE split

User Fee Calculation

2. Determine amount of BCSO Law Enforcement budget attributed to Hilton Head using calls for service data

Allocation to Town of Hilton Head

Grand Total BCSO Dispatched Center Calls^		506,822
Calls Responded to by BCSO^	[a]	321,439
Calls to Hilton Head Responded to by BCSO^	[b]	97,335
Calls to Hilton Head as % of BCSO Calls	[c]=[b]/[a]	30%

BCSO Law Enforcement Estimate		\$14,589,440
Hilton Head BCSO Estimated Law Enforcement Cost	30%	\$4,417,831

^ BCSO, 2019 Calls for Service

User Fee Calculation

3. Allocate Hilton Head portion of BCSO Law Enforcement budget to residential and nonresidential development using functional population split (i.e., demand from residential versus nonresidential development)

Hilton Head Estimated Cost Allocate to Residential / Nonresidential

	Functional Population **	\$4,417,831
Residential Proportionate Share	74%	\$3,269,195
Nonresidential Proportionate Share	26%	\$1,148,636
Hilton Head BCSO Estimated Law Enforcement Cost	100%	\$4,417,831

** Functional population (see supporting figure)

Functional Population

Hilton Head Town, SC (2017)				
Residential		Demand		Person
		Hours/Day		Hours
Population *	64,608			
Residents Not Working	49,726	20		994,518
Employed Residents	14,882			
Employed in Hilton Head		8,898	14	124,572
Employed outside Hilton Head		5,984	14	83,776
		Residential Subtotal		1,202,866
		Residential Share =>		74%
Nonresidential				
Non-working Residents	49,726	4		198,904
Jobs Located in Hilton Head	23,471			
Residents Employed in Hilton Head		8,898	10	88,980
Non-Resident Workers (inflow commuters)		14,573	10	145,730
		Nonresidential Subtotal		433,614
		Nonresidential Share =>		26%
		TOTAL		1,636,480

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Seasonal/peak population: Beaufort County TAZ Transportation Model (from Beaufort County Development Impact Fee Study)

User Fee Calculation

4. Calculate cost per residential and nonresidential demand units (per capita for residential; per job or nonresidential trip for nonresidential)

	Residential	Nonresidential (option A [per job])	Nonresidential (option B [per trip])
Proportionate Share %	74%	26%	26%
Proportionate Share \$	\$3,269,195	\$1,148,636	\$1,148,636
Demand Unit	Seasonal Population	Jobs	Vehicle Trips
Current Demand Units (2019)	65,695	23,471	83,848
Cost per Demand Unit	\$49.76	\$48.94	\$13.70

Nonresidential allocation for
further discussion

User Fee Calculation

5. Calculate user fee for **residential** and nonresidential land uses; produce schedule of fees by land use

Residential

User Fee Component	Cost per Person
Hilton Head BCSO Estimated Law Enforcement Cost	\$49.76
Total	\$49.76

Housing Type	Persons per Household	User Fee per Housing Unit
Single Family	2.42	\$120
Multifamily	2.11	\$105

User Fee Calculation

5. Calculate user fee for residential and **nonresidential** land uses; produce schedule of fees by land use

Nonresidential

Option A

User Fee Component	Cost per Job
Hilton Head BCSO Estimated Law Enforcement Cost	\$48.94
Total	\$48.94

Option B

Cost per Trip
\$13.70
\$13.70

Development Type	Jobs per 1,000 Sq. Ft.	User Fee per 1,000 Sq. Ft.
Retail	2.34	\$115
Office/Service	2.97	\$145
Industrial	1.59	\$78
Institutional	2.83	\$138

Vehicle Trip Ends per 1,000 Sq. Ft.*	Trip Adj. Factor*	User Fee per 1,000 Sq. Ft.
37.75	38%	\$197
9.74	50%	\$67
3.93	50%	\$27
10.72	50%	\$73

* Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

Nonresidential methodology note: Option A, using jobs at different types of nonresidential establishments, can be used to capture demand for services from nonresidential development. Another commonly used demand factor for Public Safety costs is vehicle trips, which captures person/vehicle traffic to establishments thus demand for law enforcement services (Option B)

Sample of Police Budgets from Comparison Localities

- 0 Below is a list of communities with seasonal population demands and their respective police budgets. This is provided for comparison purposes, and not meant to be exhaustive.

	Year Round Population	Seasonal Daily Population	FY19 Police Budget (rounded)
Town of Hilton Head	41,000	65,695	\$3,800,000
City of Bluffton	19,000	45,000	\$6,600,000
City of Beaufort	13,357	?	\$4,500,000
City of Myrtle Beach	33,908	50,000*	\$34,700,000
Rehoboth Beach, DE	1,520	40,000	\$3,700,000
Gulf Shores, AL	12,517	40,000	\$6,200,000

* Does not account for day visitors

Next Steps

- 0 Review assumptions, approach, methodology; make revisions as appropriate
- 0 Receive direction/input on decision points
- 0 Deliver draft report

From: Julie Herlands <julie@tischlerbise.com>
Sent: Wed, 03 Jun 2020 20:37:02 +0000
To: "Taylor, Kurt" <kurt.taylor@bcgov.net>
Subject: Sheriff Service Fee Update

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Kurt,

Brittany provided me with the latest BCSO Budget (FY21) that is being presented tomorrow to the County Council. This format delineates a line-item cost for HH Enforcement (\$3.8m) (which differs from the way the costs had been provided/shown before...).

In light of this, here are my thoughts:

- It seems as though this is the figure on which to base our service fee calculation.
- The other BCSO costs (including Administration and Traffic Management) are assumed to be countywide and therefore not allocated specifically back to HH (and therefore not included in the service fee). Furthermore, the assumption is that admin and traffic management for HH are embedded in the \$3.8m.
- My assumption also is that the \$3.8m is gross cost and we'd reduce it by the "base level of service" BCSO provides to Munis—11 percent of the costs. This would result in a cost of just under \$3.4m for HH enforcement.

Let me know your thoughts. If this is our path, I will put together the draft report.

Thanks,

Julie

Julie Herlands, AICP, Vice President

TischlerBise

301.320.6900 x15 (w)

202.841.5834 (m)

From: Julie Herlands <julie@tischlerbise.com>
Sent: Thu, 04 Jun 2020 14:08:57 +0000
To: "Taylor, Kurt" <kurt.taylor@bcgov.net>
CC: "Ward, Brittany" <bward@bcgov.net>
Subject: RE: Sheriff Service Fee Update

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Sounds good. When Brittany and I spoke yesterday, I hadn't drilled down into this latest budget yet. Let me know if we should all chat. I'm available today. thanks

From: Taylor, Kurt <kurt.taylor@bcgov.net>
Sent: Wednesday, June 3, 2020 4:44 PM
To: Julie Herlands <julie@tischlerbise.com>
Cc: Ward, Brittany <bward@bcgov.net>
Subject: RE: Sheriff Service Fee Update

Starting June 1, Beaufort County is reopening some of its locations to the public with several temporary changes in the interest of preventing the spread of COVID-19. The public is still strongly encouraged to do business with us online, through email or by phone when possible. All visitors to County buildings must wear a face covering. Visit us online at www.beaufortcountysc.gov and review department updates at the Government dropdown menu for additional information.

Thanks, Julie. Let me discuss that with Brittany in the morning and get back to you. I don't know where those numbers came from- the Sheriff had told us the current number was well over \$4 million. It may be that, insofar as this is next year's budget, we are accounting for a lower number in order to recognize in the budget that Hilton Head has told us they are not paying as much next year. I'll let you know.

W. Kurt Taylor
Beaufort County Attorney

P O Drawer 1228
Beaufort, SC 29901
843-255-2021 (o)
843-929-2233 (m)

1033 Program	FY2021 Budget Requests
Postage/Other Carrier	900
Other Vehicle Oper Costs	175
Garage Repairs & Maint	3,200
Books, Subscriptions, Memberships	2,000
Mtgs, Conferences, Tuition	200
Vehicle Insurance	7,448
Insurance-Other	4,173
Purchased Services	18,096
Other Supplies	400
Supplies	\$400
Total for 1033 Program	\$18,496
Victims Advocate General Fund transfer	\$10,000
School Resource Officer General Fund transfer	\$162,613

Administrative Division	FY2021 Budget Requests
Salaries	6,189,369
Overtime	165,429
Overtime/Training	4,500
Employer FICA	394,277
Employer Medicare	92,210
Employer State Retirement	220,085
Employer Police Retirement	967,827
Personnel Costs	\$8,033,697
Employee Recognition Award	675
Advertising	2,200
Printing	1,200
Postage/Other Carrier	9,400
Telephone	37,600
Electricity/Nat'l Gas	2,400
Water/Sewer	4,700
Maintenance Contracts	1,472,131
Repairs to Equipment	6,848
Equipment Rentals	12,900
Professional Services	6,800
Non Professional Services	42,000
Medical/Dental Services	14,500
Other Vehicle Oper Costs	25,000
Garage Repairs & Maint	65,276
Books, Subscriptions, Memberships	22,162
Mtgs, Conferences, Tuition	5,000
Extradition	300
Vehicle Insurance	68,971
Bonding	930
Insurance-Other	2,550
Purchased Services	1,803,543
Supplies-Office/Photo/Etc	45,000
Supplies-Training	1,150
Data Processing Supplies	15,000
Uniforms	55,000
Uniforms-Body Armor	16,000
Audiovisual/Educational/Training Aids	32,000
Other Supplies	30,000
Fuels/Lubricants	127,449
Data Processing <3,000	53,781
Supplies	375,380

Administrative Division	FY2021 Budget Requests
Total for Administrative Division	10,212,619

Enforcement Division	FY2021 Budget Requests
Salaries	6,237,788
Overtime	342,022
Overtime/Training	36,750
Employer FICA	403,714
Employer Medicare	94,417
Employer Police Retirement	1,263,017
Personnel Costs	\$8,377,708
Employee Recognition Award	370
Printing	2,321
Postage/Other Carrier	101
Telephone	47,546
Electricity/Nat'l Gas/Heating Fuels	4,456
Water/Sewer Services	805
Maintenance Contracts	20,224
Repairs to Equipment	1,651
Office Space	26,400
Non Professional Services	7,100
Other Vehicle Oper Costs	75,000
Garage Repairs & Maint	217,599
Books, Subscriptions, Memberships	4,198
Mtgs, Conferences, Tuition	5,000
Travel-Extradition	750
Vehicle Insurance	121,773
Bldg/Contents Insurance	935
Bonding	2,950
Insurance-Other	2,983
K-9 Unit	4,225
Purchased Services	546,386
Supplies-Office/Photo/Etc	3,764
Data Processing Supplies	10,500
Uniforms	110,000
Uniforms-Body Armor	27,764
Audiovisual/Educational/Training Aid	145
Other Supplies	9,250
Fuels/Lubricants	394,458
Data Processing Equipment <3,000	18,423
Supplies	\$574,304
Total for Enforcement	\$9,498,398

Forensics Laboratory	FY2021 Budget Requests
Salaries	634,257
Employer FICA	39,324
Employer Medicare	9,197
Employer Police Retirement	122,031
Personnel Costs	\$804,809
Telephone	1,606
Electricity/Nat'l Gas	14,299
Water/Sewer	514
Maintenance Contracts	78,413
Repairs to Equipment	155
Professional Services	27,438
Non Professional Services	1,650
Other Vehicle Oper Costs	1,373
Garage Repairs & Maint	4,600
Books, Subscriptions, Memberships	1,920
Mtgs, Conferences, Tuition	5,000
Vehicle Insurance	2,246
Purchased Services	\$139,213
Supplies-Office/Photo/Etc	4,022
Uniforms	6,500
Uniforms-Body Armor	950
Other Supplies	105,051
Fuels/Lubricants	7,800
Data Processing Equipment <3,000	10,000
Supplies	\$134,323
Total Forensics Laboratory	\$1,078,346

Hilton Head Enforcement	FY2021 Budget Requests
Salaries	\$2,555,862
Overtime	\$182,607
Overtime/Training	\$26,000
Employer FICA	\$166,498
Employer Medicare	\$38,939
Employer State Retirement	\$19,770
Employer Police Retirement	\$493,193
Personnel Costs	\$3,482,869
Employee Recognition Award	220
Telephone	16,047
Electricity/Nat'l Gas/Heating Fuels	23,943
Water/Sewer Services	1,177
Maintenance Contracts	260
Equipment Rentals	745
Office Space	460
Non Professional Services	744
Other Vehicle Oper Costs	3,379
Garage Repairs & Maint	48,839
Books, Subscriptions, Memberships	1,600
Mtgs, Conferences, Tuition	5,000
Vehicle Insurance	29,329
Insurance-Other	641
K-9 Unit	400
Purchased Services	\$132,782
Supplies-Office/Photo/Etc	9,200
Uniforms	20,919
Other Supplies	3,765
Fuels/Lubricants	139,399
Data Processing Equipment <3,000	5,000
Supplies	\$178,283
Total Hilton Head Enforcement	\$3,793,934

Crime Suppression Unit	Budget Requests
Salaries	789,632
Overtime	43,927
Training Overtime	5,500
Employer FICA	53,538
Employer Medicare	12,252
Employer Police Retirement	150,657
Personnel Costs	\$1,055,506
Postage/Other Carrier	137
Telephone	4,850
Electricity	11,650
Water/Sewer	925
Maintenance Contracts	8,558
Repairs to Equipment	800
Non Professional Services	2,000
Other Vehicle Oper Costs	10,000
Garage Repairs & Maint	32,679
Books, Subscriptions, Memberships	1,225
Mtgs, Conferences, Tuition	5,000
Vehicle Insurance	31,722
Insurance-Other	13,406
K-9 Unit	5,500
SWAT	35,000
Purchased Services	\$163,452
Supplies-Office/Photo/Etc	\$950
Data Processing Supplies	\$125
Uniforms	\$13,000
Other Supplies	\$15,000
Fuels/Lubricants	\$17,771
Supplies	\$46,846
Total For Crime Suppression Unit	\$1,265,804

	FY2021 Budget Requests
Emergency Management	
Salaries	\$522,389
Overtime	\$7,418
Employer FICA	\$32,848
Employer Medicare	\$7,682
SC Retirement	\$23,121
Employer Police Retirement	\$75,072
Personnel Costs	\$668,530
Printing	1,850
Postage/Other Carrier	270
Telephone	7,429
Maintenance Contracts	28,247
Equipment Rentals	2,690
Non Professional Services	980
Other Vehicle Oper Costs	1,500
Garage Repairs & Maint	8,488
Books, Subscriptions, Memberships	8,200
Mtgs, Conferences, Tuition	5,000
Vehicle Insurance	6,336
Bld/Contents Insurance	520
Insurance-Other	4,125
Perimeter Team	115,000
Purchased Services	\$190,635
Supplies-Office/Photo/Etc	\$22,000
Data Processing Supplies	\$2,268
Uniforms	\$3,352
Uniforms-Body Armor	\$974
Other Supplies	\$7,200
Fuels/Lubricants	\$9,422
Minor Office Furnishing/Equipment	\$1,000
Data Processing Equip >3,000	\$15,000
Supplies	\$61,216
Beaufort Marine Rescue Squad	10,000
Capital	\$10,000
Total for Emergency Management	\$930,381

	FY2021 Budget Requests
Communications	
Salaries	\$2,011,288
Overtime	\$349,645
Employer FICA	\$146,378
Employer Medicare	\$34,234
SC Retirement	\$390,970
Personnel Costs	\$2,932,515
Employee Recognition Award	55
Printing	313
Postage/Other Carrier	0
Licenses/Permits	18,625
Telephone	88,961
Data	1,879
Electricity	9,677
Maintenance Contracts	385,117
Repairs to Equipment	852
Equipment Rentals	2,796
Professional Services	11,665
Medical/Dental Services	2,400
Other Vehicle Oper Costs	4,340
Garage Repairs & Maint	431
Books, Subscriptions, Memberships	1,750
Mtgs, Conferences, Tuition	6,145
Vehicle Insurance	941
Bld/Contents Insurance	99,258
Insurance-Other	597
Purchased Services	\$635,802
Supplies-Office/Photo/Etc	8,800
Data Processing Supplies	750
Uniforms	5,000
Other Supplies	4,800
Fuels/Lubricants	795
Data Processing Equip >3,000	8,500
Supplies	\$28,645
Total for Communications	\$3,596,963

	FY2021 Budget Requests
Traffic Management	
Salaries	\$477,782
Overtime	\$6,803
Employer FICA	\$30,044
Employer Medicare	\$6,094
SC Retirement	\$80,247
Employer Police Retirement	\$12,378
Personnel Costs	\$613,348
Postage/Other Carrier	\$140
Telephone	\$33,514
Data	\$7,835
Fiber	\$286,892
Electricity	\$77,179
Repairs to Equipment	\$39,000
Professional Services	\$15,000
Other Vehicle Oper Costs	3,985
Garage Repairs & Maint	9,587
Books, Subscriptions, Memberships	\$200
Mtgs, Conferences, Tuition	\$500
Vehicle Insurance	6,556
Insurance-Other	78,967
Purchased Services	\$559,356
Supplies-Office/Photo/Etc.	950
Data Processing Supplies	9,400
Uniforms	2,700
Other Supplies	92,000
Fuels/Lubricants	13,943
Supplies	\$118,993
Total for Traffic Management	\$1,291,696



The information contained in this communication is confidential and is intended solely for the individual or entity above. If you received this communication in error please do not read it, copy it, forward it or disseminate it to others. Please delete it after notifying the sender of the error. Thank you.

From: Cook, Suzanne <suzanner@bcgov.net>
Sent: Friday, June 5, 2020 1:27 PM
To: Ward, Brittany <bward@bcgov.net>
Cc: Hatfield, Michael <mikeh@bcgov.net>
Subject: Town Of Hilton Head law enforcement services

Brittany,
 Good Afternoon.

Please see the attached year to date line item account report for the previous memorandum of agreement we had with the Town of Hilton Head for 39 officers and 3 administrative clerks for law enforcement services. Forty one of the forty two positions expenditures are included in the attached report. The Victim Advocate officer expenditures are recorded in a different fund and only has her salary and benefits.

You should also add the following to have a better understanding of the total cost of the law enforcement services provided.

\$3,704,257 (Attached report budget for 41 of the 42 positions)
 + \$100,000 (Victim Advocate Officer)
 + \$504,000 (Approximately \$12,000 per employee for health, workers compensation, tort liability and unemployment insurance)
 + \$75,000 (Hilton Head bar patrol overtime)
 + \$26,500 (Approximately \$26,500 for the RBC Heritage golf tournament)
 \$4,409,757*

*The County used to pay the Town of Hilton Head Island \$50,000 to supplement their dispatch center. The County discontinued this payment for FY20 and thereafter.

Have a great weekend.

Suzanne Cook
Financial Officer

***Beaufort County Sheriff's Office
Post Office Box 1758
Beaufort, South Carolina 29901
Phone: 843-255-3275
Fax: 843-255-9449***

BEAUFORT COUNTY

YEAR-TO-DATE BUDGET REPORT



FOR 2020 13								
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
10001204 ENFORCEMENT DIVISION - SOUTH								
10001204 50020	SALARIES AND WAG	2,411,355	0	2,411,355	2,283,143.09	.00	126,209.91	94.8%
10001204 50060	OVERTIME	243,996	0	243,996	159,697.41	.00	84,298.59	65.5%
10001204 50070	SHIFT HOLIDAY PA	0	0	0	.00	.00	.00	.0%
10001204 50080	OVERTIME TRAININ	23,025	0	23,025	22,715.71	.00	309.29	98.7%
10001204 50090	PERS'NL COSTS RF	0	0	0	.00	.00	.00	.0%
10001204 50100	EMPLOYER FICA	161,303	0	161,303	148,591.13	.00	12,611.87	92.2%
10001204 50110	EMPLOYER MEDICAR	37,724	0	37,724	34,732.36	.00	2,991.64	92.1%
10001204 50120	EMPLOYER SC RETI	24,338	0	24,338	17,466.61	.00	6,871.39	71.8%
10001204 50130	EMPLOYER PG RETI	409,783	0	409,783	429,649.77	.00	-19,866.77	104.8%
10001204 50140	EMPLOYER GROUP I	0	0	0	.00	.00	.00	.0%
10001204 50150	EMPLOYER WORK CO	0	0	0	.00	.00	.00	.0%
10001204 50160	EMPLOYER TORT LI	0	0	0	.00	.00	.00	.0%
10001204 50170	EMPLOYER UNEMPLO	0	0	0	.00	.00	.00	.0%
10001204 50500	EMPLOYEE RECOGN	0	0	0	216.15	.00	-216.15	100.0%
10001204 51000	ADVERTISING	0	0	0	.00	.00	.00	.0%
10001204 51010	PRINTING	200	0	200	197.85	.00	2.15	98.9%
10001204 51030	POSTAGE/OTHER CA	0	0	0	.00	.00	.00	.0%
10001204 51050	TELEPHONE	13,529	0	13,529	12,982.90	.00	546.10	96.0%
10001204 51060	ELECTRICITY/NAT	27,000	0	27,000	21,262.12	.00	5,737.88	78.7%
10001204 51070	WATER SEWER	1,400	0	1,400	952.31	.00	447.69	68.0%
10001204 51090	GARBAGE SERVICES	0	0	0	.00	.00	.00	.0%
10001204 51110	MAINTENANCE CONT	575	0	575	260.00	.00	315.00	45.2%
10001204 51120	REPAIRS TO EQUIP	0	0	0	.00	.00	.00	.0%
10001204 51130	REPAIRS TO BUILD	0	0	0	.00	.00	.00	.0%
10001204 51140	EQUIPMENT RENTAL	0	0	0	727.39	.00	-727.39	100.0%
10001204 51150	OFFICE SPACE REN	0	0	0	459.80	.00	-459.80	100.0%
10001204 51160	PROFESSIONAL SER	2,400	0	2,400	.00	.00	2,400.00	.0%
10001204 51170	NON PROFESSIONAL	2,300	0	2,300	722.31	.00	1,577.69	31.4%
10001204 51190	MEDICAL DENTAL S	6,110	0	6,110	.00	.00	6,110.00	.0%
10001204 51210	CLEANING SERVICE	0	0	0	.00	.00	.00	.0%
10001204 51295	OTHER VEHICLE OP	15,000	0	15,000	2,900.41	.00	12,099.59	19.3%
10001204 51300	GARAGE REPAIRS &	53,303	0	53,303	31,885.73	.00	21,417.27	67.3%
10001204 51301	INSURANCE RETIRE	0	0	0	23,601.83	.00	-23,601.83	100.0%
10001204 51310	BOOKS, SUBS, VEH	1,000	0	1,000	1,367.94	.00	-367.94	136.8%
10001204 51320	TRAINING AND CON	18,000	0	18,000	10,289.07	760.00	6,950.93	61.4%
10001204 51330	UNDERCOVER FUNDS	0	0	0	.00	.00	.00	.0%
10001204 51350	CRIMESTOPPERS	0	0	0	.00	.00	.00	.0%
10001204 51500	VEHICLE INSURAN	26,800	0	26,800	27,937.11	.00	1,132.11	104.2%
10001204 51530	BONDING (ALL)	0	0	0	.00	.00	.00	.0%
10001204 51540	INSURANCE - OTHE	400	0	400	507.13	.00	107.13	126.8%

Report generated on 03/26/2021
 User: 10520000
 Page: 1 of 1

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Page 1

BEAUFORT COUNTY

YEAR-TO-DATE BUDGET REPORT

FOR 2020 13									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILIABLE BUDGET	PCT USED	
10001204	51343 INSURANCE PREP	0	0	0	19,912.54	.00	19,912.54	100.0%	
10001204	51990 UNCLASSIFIED OFF	0	0	0	.00	.00	.00	.0%	
10001204	51991 UNCLASSIFIED K-9	500	0	500	406.36	.00	93.64	81.3%	
10001204	52010 SUPPLIES	4,000	0	4,000	7,645.42	.00	3,645.42	191.1%	
10001204	52020 DATA PROCESSING	0	0	0	.00	.00	.00	.0%	
10001204	52050 UNIFORMS	25,000	0	25,000	16,104.07	4,815.68	4,080.30	83.7%	
10001204	5205A UNIFORMS WEAPONS	0	0	0	.00	.00	.00	.0%	
10001204	5205B UNIFORMS-BODY AR	5,000	0	5,000	.00	.00	5,000.00	.0%	
10001204	52350 AV. EDUC. TRAINING	0	0	0	77.50	.00	77.50	100.0%	
10001204	52400 OTHER SUPPLIES	2,700	0	2,700	3,754.77	.00	1,064.77	139.4%	
10001204	52500 FUELS LUBRICANTS	153,115	0	153,115	103,106.08	.00	51,009.92	66.3%	
10001204	52600 MINOR OFF FURN E	3,400	0	3,400	.00	.00	3,400.00	.0%	
10001204	52610 TECHNOLOGY EQUIP	5,000	0	5,000	4,216.45	.00	4,216.45	184.3%	
10001204	54000 VEHICLE PURCHASE	24,000	0	24,000	129,716.00	.00	105,716.00	540.5%	
10001204	54001 TOWN OF HILTON H	0	0	0	.00	.00	.00	.0%	
10001204	54100 OFFICE FURN AND	0	0	0	.00	.00	.00	.0%	
10001204	54110 DATA PROCESSING	0	0	0	.00	.00	.00	.0%	
10001204	54140 COMMUNICATIONS F	0	0	0	.00	.00	.00	.0%	
10001204	54200 SPECIALIZED CAPT	0	0	0	10,704.71	.00	10,704.71	100.0%	
TOTAL ENFORCEMENT DIVISION SOUTH		3,704,257	0	3,704,257	3,491,858.32	5,575.68	206,823.00	94.4%	
TOTAL GENERAL FUND		3,704,257	0	3,704,257	3,491,858.32	5,575.68	206,823.00	94.4%	
TOTAL EXPENSES		3,704,257	0	3,704,257	3,491,858.32	5,575.68	206,823.00		

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 User: sysadmin
 Program: 3112001

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Page 2

BEAUFORT COUNTY
YEAR-TO-DATE BUDGET REPORT



FOR 2020 13							
	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	3,704,257	0	3,704,257	3,491,858.32	5,575.68	206,823.00	94.4%
** END OF REPORT ** Generated by Suzanne Cook **							

Report generated on 03/07/2025 11:21
User: SUSANNE
Program: BUD

SC_HHL_000733

Page 3

From: "Jacobs, Ashley" <ashley.jacobs@bcgov.net>
Sent: Thu, 09 Jul 2020 17:07:35 -0400
To: Julie Herlands <julie@tischlerbise.com>
Subject: Re: Town Of Hilton Head law enforcement services
Attachments:
 · image001.png (31 kb)
 · image002.png (32 kb)
 · image003.png (44 kb)

Starting June 1, Beaufort County is reopening some of its locations to the public with several temporary changes in the interest of preventing the spread of COVID-19. The public is still strongly encouraged to do business with us online, through email or by phone when possible. All visitors to County buildings must wear a face covering. Visit us online at www.beaufortcountysc.gov and review department updates at the Government dropdown menu for additional information.

All correct, thanks

Sent from my iPhone

On Jul 9, 2020, at 5:00 PM, Julie Herlands <julie@tischlerbise.com> wrote:

[EXTERNAL EMAIL] Please report any suspicious attachments, links or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Ashley,

Thanks! I've changed the wording on that first slide. Let me know if this works:

- The Town of Hilton Head Island previously contracted with Beaufort County Sheriff's Office (BCSO) for Law Enforcement Services
- The Town does not provide municipal police services
- BCSO continues to provide municipal law enforcement services to the Town, above and beyond what BCSO provides to other incorporated municipalities in the County
- The Service Charge is to be charged to property in the Town of Hilton Head to cover the cost of direct law enforcement services

Thanks.

Julie

From: Jacobs, Ashley <ashley.jacobs@bcgov.net>
Sent: Thursday, July 9, 2020 3:33 PM
To: Julie Herlands <julie@tischlerbise.com>; Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: RE: Town Of Hitlon Head law enforcement services

Starting June 1, Beaufort County is reopening some of its locations to the public with several temporary changes in the interest of preventing the spread of COVID-19. The public is still strongly encouraged to do business with us online, through email or by phone when possible. All visitors to County buildings must wear a face covering. Visit us online at www.beaufortcountysc.gov and review department updates at the Government dropdown menu for additional information.

Julie

I want to clarify that the Town has had a contract with the Sheriff in the past, but they no longer have a contract. They are now asserting that they receive "base" service, or what any other part of the unincorporated area of the County receives.

Thanks,

Ashley

From: Julie Herlands <julie@tischlerbise.com>
Sent: Thursday, July 9, 2020 11:54 AM
To: Jacobs, Ashley <ashley.jacobs@bcgov.net>; Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: RE: Town Of Hitlon Head law enforcement services

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Sounds great. Attached is the draft ppt. Let me know of any changes, comments, or questions or if we need to discuss prior to Monday.



NOTICE OF CONFIDENTIALITY This email constitutes work product of the Beaufort County Attorney. It is intended solely for the individual(s) or entity to whom or to which it is addressed. It may contain information which is confidential and/or information which is protected by the attorney client privilege. If you receive this communication in error please do not read it, copy it, forward it or disseminate it to others. Please delete it after notifying the sender of the error. Thank you for your courtesy and understanding.

From: Julie Herlands <julie@tischlerbise.com>
Sent: Friday, July 10, 2020 10:23 AM
To: Jacobs, Ashley <ashley.jacobs@bcgov.net>
Cc: Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: RE: Town Of Hitlon Head law enforcement services

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Great, thanks. Attached is the revised ppt.

I don't believe I have the meeting link yet for Monday. Please forward when you can. Thanks.

Have a good weekend.

Julie

From: Jacobs, Ashley <ashley.jacobs@bcgov.net>
Sent: Thursday, July 9, 2020 5:08 PM
To: Julie Herlands <julie@tischlerbise.com>
Subject: Re: Town Of Hitlon Head law enforcement services

Starting June 1, Beaufort County is reopening some of its locations to the public with several temporary changes in the interest of preventing the spread of COVID-19. The public is still strongly encouraged to do business with us online, through email or by phone when possible. All visitors to

County buildings must wear a face covering. Visit us online at www.beaufortcountysc.gov and review department updates at the Government dropdown menu for additional information.

All correct, thanks

Sent from my iPhone

On Jul 9, 2020, at 5:00 PM, Julie Herlands <julie@tischlerbise.com> wrote:

[EXTERNAL EMAIL] Please report any suspicious attachments, links or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Ashley,

Thanks; I've changed the wording on that first slide. Let me know if this works:

- The Town of Hilton Head Island previously contracted with Beaufort County Sheriff's Office (BCSO) for Law Enforcement Services
- The Town does not provide municipal police services
- BCSO continues to provide municipal law enforcement services to the Town, above and beyond what BCSO provides to other incorporated municipalities in the County
- The Service Charge is to be charged to property in the Town of Hilton Head to cover the cost of direct law enforcement services

Thanks,

Julie

From: Jacobs, Ashley <ashley.jacobs@bcgov.net>

Sent: Thursday, July 9, 2020 3:33 PM

To: Julie Herlands <julie@tischlerbise.com>; Taylor, Kurt <kurt.taylor@bcgov.net>

Subject: RE: Town Of Hitlon Head law enforcement services

Starting June 1, Beaufort County is reopening some of its locations to the public with several temporary changes in the interest of preventing the spread of COVID-19. The public is still strongly encouraged to do business with us online, through email or by phone when possible. All visitors to County buildings must wear a face covering. Visit us online at www.beaufortcountysc.gov and review department updates at the Government dropdown menu for additional information.

Julie

I want to clarify that the Town has had a contract with the Sheriff in the past but they no longer have a contract. They are now asserting that they receive "base" service, or what any other part of the unincorporated area of the County receives

Thanks

Ashley

From: Julie Herlands <julie@tischlerbise.com>
Sent: Thursday, July 9, 2020 11:54 AM
To: Jacobs, Ashley <ashley.jacobs@bcgov.net>; Taylor, Kurt <kurt.taylor@bcgov.net>
Subject: RE: Town Of Hitlon Head law enforcement services

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Sounds great. Attached is the draft ppt. Let me know of any changes, comments, or questions or if we need to discuss prior to Monday.

Thanks.

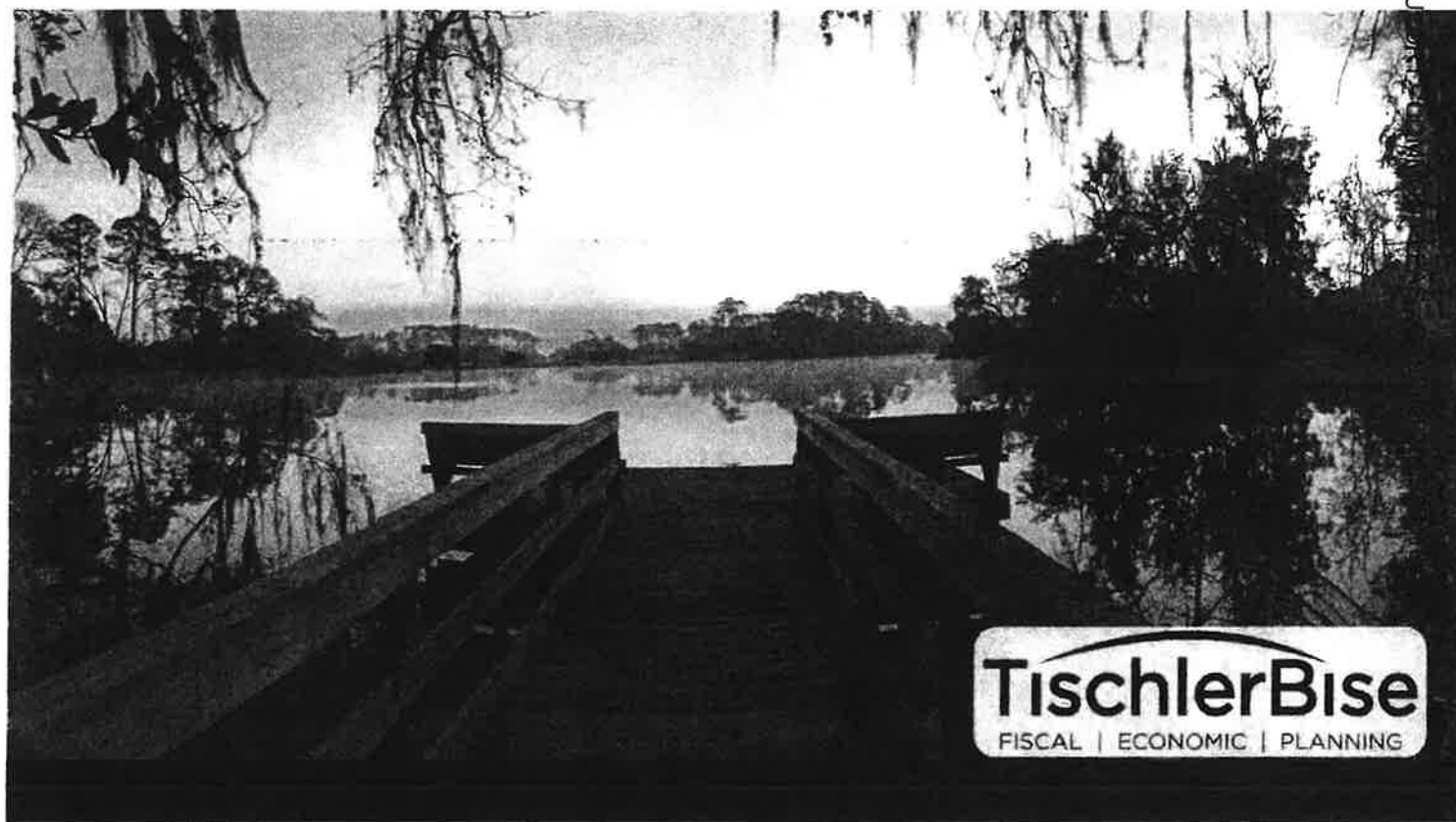
Julie

From: Jacobs, Ashley <ashley.jacobs@bcgov.net>
Sent: Wednesday, July 8, 2020 8:45 AM
To: Taylor, Kurt <kurt.taylor@bcgov.net>; Julie Herlands <julie@tischlerbise.com>
Subject: RE: Town Of Hitlon Head law enforcement services

Starting June 1, Beaufort County is reopening some of its locations to the public with

Law Enforcement Service Charge Study Presentation to Beaufort County Council

Beaufort County, SC
July 13, 2020



Key Assumptions

- The Town of Hilton Head Island previously contracted with Beaufort County Sheriff's Office (BCSO) for Law Enforcement Services
- The Town does not provide municipal police services
- BCSO continues to provide municipal law enforcement services to the Town, above and beyond what BCSO provides to other incorporated municipalities in the County
- The Service Charge is to be charged to property in the Town of Hilton Head to cover the cost of direct law enforcement services

Study Approach

- Service Charge is calculated to reflect the direct cost for law enforcement services provided by the BCSO to the Town of Hilton Head Island.
 1. Identify and quantify actual law enforcement costs provided by the BCSO to the Town of Hilton Head Island.
 2. Develop the Service Charge methodology to allocate costs to land uses on the Town of Hilton Head Island.
 3. Calculate the Service Charge and schedule.

Service Charge Calculation

1. Identify and quantify law enforcement costs provided by the BCSO to the Town of Hilton Head Island.

	FY2021
Base Budget Positions^	\$3,704,257
Victim Advocate Officer	\$100,000
Benefits	\$504,000
Hilton Head Bar Patrol Overtime	\$75,000
Total HHI Cost	\$4,383,257
RBC Heritage Golf Tournament *	\$26,500

^ Reflects 41 positions

* Town of Hilton Head Island reimburses Beaufort County

Service Charge Calculation

2. Develop the Service Charge methodology to allocate costs to land uses on the Town of Hilton Head Island.

Hilton Head BCSO Law Enforcement Cost
Allocated to Residential / Nonresidential

	Functional Population *	\$4,383,257
Residential Proportionate Share	75%	\$3,287,443
Nonresidential Proportionate Share	25%	\$1,095,814
TOTAL COST	100%	\$4,383,257

* Functional Population approach allocates the cost of law enforcement services to residential and nonresidential development based on the activity of residents and workers in the Town of Hilton Head Island over a 24-hour time period

Service Charge Calculation

3. Calculate the Service Charge and produce a schedule based on the methodology developed.

Hilton Head BCSO Law Enforcement Cost

\$4,383,257

	Residential	Nonresidential
Proportionate Share %	75%	25%
Proportionate Share \$	\$3,287,443	\$1,095,814
Service Unit	Seasonal Population in Hsg Units	Nonresidential Vehicle Trips
Current Service Units (2020)*	79,046	64,997
Cost per Service Unit (rounded)	\$41.59	\$16.86

* See Appendix A for supporting detail

Service Charge Calculation

3. Calculate the Service Charge and produce a schedule based on the methodology developed.

Residential

Service Charge Component	Cost per Person
Hilton Head BCSO Law Enforcement Cost	\$41.59
Total	\$41.59

Housing Type	Persons per Household [^]	Service Charge per Housing Unit
Single Family	2.42	\$101
Multifamily	2.11	\$88

[^] Source: (1) U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Nonresidential

User Fee Component	Cost per Trip
Hilton Head BCSO Law Enforcement Cost	\$16.86
Total	\$16.86

Development Type	Demand Unit	Vehicle Trip Ends per Demand Unit [^]	Trip Adj. Factor [^]	Service Charge per Demand Unit
Retail	1,000 sq. ft.	37.75	38%	\$242
Office/Service	1,000 sq. ft.	9.74	50%	\$82
Industrial	1,000 sq. ft.	3.93	50%	\$33
Institutional	1,000 sq. ft.	10.72	50%	\$90
Lodging	Room	8.17	50%	\$69

[^] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

Service Charge Revenue Projection

Land Use	Demand Unit	Service Charge per Demand Unit	Base Year Development	Estimated Revenue
Residential				
Single Family	Housing Unit	\$101	20,075	\$2,027,597
Multifamily	Housing Unit	\$88	14,438	\$1,270,525
			<i>Subtotal</i>	\$3,298,122
Nonresidential				
Retail	1,000 sq. ft.	\$242	2,724	\$659,168
Office/Service	1,000 sq. ft.	\$82	3,340	\$273,881
Industrial	1,000 sq. ft.	\$33	2,515	\$82,979
Institutional	1,000 sq. ft.	\$90	880	\$79,204
			<i>Subtotal</i>	\$1,095,231
			GRAND TOTAL *	\$4,393,353

* Does not equal total cost due to rounding.

Discussion

- o Questions
- o Thank you

From: "Harris, Cheryl" <cherylh@bcgov.net>
Sent: Tue, 17 Nov 2020 16:01:33 -0500
To: Julie Herlands <julie@tischlerbise.com>
Subject: RE: Call

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Julie,

Eric has asked me to add additional staff. I will change this meeting to a Webex.

Thank you.

Cheryl Harris

Executive Assistant

County Administrator's Office

Post Office Drawer 1228

Beaufort, SC 29901

Office 843.255.2026

Fax 843.255.9403

Email cherylh@bcgov.net

From: Julie Herlands <julie@tischlerbise.com>
Sent: Tuesday, November 17, 2020 11:29 AM
To: Harris, Cheryl <cherylh@bcgov.net>
Cc: Carson Bise <carson@tischlerbise.com>
Subject: FW: Call

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive

From: "Harris, Cheryl" <cherylh@bcgov.net>
Sent: Tue, 17 Nov 2020 11:43:22 -0500
To: Julie Herlands <julie@tischlerbise.com>
Subject: RE: Call

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Meeting request sent

Cheryl Harris

Executive Assistant

County Administrator's Office

Post Office Drawer 1228

Beaufort, SC 29901

Office 843 255 2026

Fax 843 255 9403

Email cherylh@bcgov.net

From: Julie Herlands <julie@tischlerbise.com>
Sent: Tuesday, November 17, 2020 11:29 AM
To: Harris, Cheryl <cherylh@bcgov.net>
Cc: Carson Bise <carson@tischlerbise.com>
Subject: FW: Call

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Cheryl,

I spoke with Carson—I am available Nov 23 at 2pm, if that still works and he wants to talk sooner

My number is 202-841-5834. Also available by other virtual meeting formats if that is preferable (I can set it up).

From: Julie Herlands <julie@tischlerbise.com>
Sent: Tue, 17 Nov 2020 16:28:53 +0000
To: "cherylh@bcgov.net" <cherylh@bcgov.net>
CC: Carson Bise <carson@tischlerbise.com>
Subject: FW: Call

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

Hi Cheryl,

I spoke with Carson—I am available Nov 23 at 2pm, if that still works and he wants to talk sooner.

My number is 202-841-5834. Also available by other virtual meeting formats if that is preferable (I can set it up).

Thanks,

Julie

Julie Herlands, AICP, Vice President

TischlerBise

202.841.5834 (m)

301.320-6900 x15 (o)

julie@tischlerbise.com

From: Carson Bise <carson@tischlerbise.com>
Sent: Tuesday, November 17, 2020 11:25 AM
To: Julie Herlands <julie@tischlerbise.com>
Subject: Fwd: Call

L. Carson Bise, AICP

President

TischlerBise, Inc.

4701 Sangamore Road S240

Bethesda, MD 20816

Office: (301) 320-6900 Ext.12

Mobile: (240) 401-4031

From: Harris, Cheryl <cherylh@bcgov.net>

Sent: Tuesday, November 17, 2020 11:22:07 AM

To: Carson Bise <carson@tischlerbise.com>

Subject: FW: Call

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

He stated that Julie can handle it. Please advise whether this date is okay with Julie and what number to use.

Thank you.

Cheryl Harris

Executive Assistant

County Administrator's Office

Post Office Drawer 1228

Beaufort SC 29901

Office 843 255 2026

Fax 843 255 9403

Email cherylh@bcgov.net

From: Carson Bise <carson@tischlerbise.com>
Sent: Tuesday, November 17, 2020 11:10 AM
To: Harris, Cheryl <cherylh@bcgov.net>
Subject: Re: Call

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

December 1st works. Do I really need to be on this or can Julie handle? Just don't want to hold you up

L. Carson Bise, AICP

President

TischlerBise, Inc.

4701 Sangamore Road S240

Bethesda, MD 20816

Office: (301) 320-6900 Ext.12

Mobile: (240) 401-4031

From: Harris, Cheryl <cherylh@bcgov.net>
Sent: Tuesday, November 17, 2020 11:06:10 AM
To: Carson Bise <carson@tischlerbise.com>
Subject: RE: Call

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

November 23rd at 2 00 p m or December 1st at 1 00 p m

Please advise

Thank you

Cheryl Harris

Executive Assistant

County Administrator's Office

Post Office Drawer 1228

Beaufort, SC 29901

Office 843 255 2026

Fax 843 255 9403

Email cherylh@bcgov.net

From: Carson Bise <carson@tischlerbise.com>

Sent: Tuesday, November 17, 2020 10:43 AM

To: Harris, Cheryl <cherylh@bcgov.net>

Subject: Re: Call

[EXTERNAL EMAIL] Please report any suspicious attachments links or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000

We have an interview in Missouri at that time. We can do earlier.

L. Carson Bise, AICP, President

TischlerBise

4701 Sangamore Road S240

Bethesda, MD 20816

(301) 320-6900 Ext. 12

(240) 401-4031

www.tischlerbise.com

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received this message in error. please notify us immediately by reply email so that we may correct our internal records. Please then delete the original message (including any attachments) in its entirety. Thank you.

From: "Harris, Cheryl" <cherylh@bcgov.net>
Date: Tuesday, November 17, 2020 at 10:32 AM
To: Carson Bise <carson@tischlerbise.com>
Subject: FW: Call

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective July 17, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Good Morning,

Please advise me of your availability on November 30th at 3:00 p.m.? If available, what number should we use?

Thank you.

Cheryl Harris

Executive Assistant

County Administrator's Office

Post Office Drawer 1228

Beaufort, SC 29901

Office 843 255 2026

Fax 843 255 9403

Email: cherylh@bcgov.net

From: Greenway, Eric <egreenway@bcgov.net>
Sent: Tuesday, November 17, 2020 9:19 AM
To: Harris, Cheryl <cherylh@bcgov.net>
Subject: Call

Cheryl,

Can you schedule ac all with Carson dn Julie Herlands in his office for me to ask a couple of questions regarding the HHI Sheriff's Service Fee?

L. Carson Bise, AICP

President

TischlerBise, Inc.

4701 Sangamore Road S240

Bethesda, MD 20816

Office: (301) 320-6900 Ext.12

Mobile: (240) 401-4031

Carson Bise <carson@tischlerbise.com>

Eric L. Greenway, AICP

Director, Planning and Zoning Dept.

Beaufort County Council

Office: 843-255-2143

Mobile: 843-441-6129 (preferred)



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) IN THE COURT OF COMMON PLEAS
) FOR THE FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2020-CP-07-01840

THE TOWN OF HILTON HEAD)
 ISLAND, SOUTH CAROLINA,)

Plaintiff,)

-vs-)

BEAUFORT COUNTY, SOUTH)
 CAROLINA)

Defendant.)

AFFIDAVIT OF JULIE HERLANDS

1. I am an adult citizen over the age of 18, and I am competent to testify in this matter. The information in this declaration is true and correct based upon my knowledge, information, and belief. If called to testify, I could and would testify consistently with the statements in this declaration.

2. I am a Principal in the consulting firm TischlerBise, located in Bethesda, Maryland.

3. I have nineteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, I worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department.

4. I have led a number of consulting projects including impact fee and user fee studies, fiscal impact analyses, economic and market feasibility analyses, and economic development assessments and plans. My economic and fiscal impact experience includes a wide range of assignments in over fifteen states including impact fees, fiscal impact analysis of growth scenarios and development projects, and incentive analysis. I have calculated impact fees and developed fiscal models for over 120 clients.

Exhibit D to Memorandum in Opposition to Plaintiff's Amended Notice of Motion and Motion for Temporary Injunction

5. The Town of Hilton Head Island, South Carolina is located entirely within the geographical boundaries of Beaufort County, South Carolina.

6. The Town of Hilton Head Island, South Carolina has chosen not to create and maintain its own police force, instead relying on contracts and the services provided by the County and the Beaufort County Sheriff's Office ("BCSO").

7. The Town of Hilton Head Island has apparently indicated that it will no longer fully compensate Beaufort County for police services.

8. Beaufort County wished to consider the possibility of a uniform service charge to be charged to properties in the Town of Hilton Head Island to cover the cost of law enforcement services provided within the Town by the BCSO over and beyond the level of services provided in the incorporated municipalities which provide their own police departments (the "Law Enforcement Service Charge").

9. Beaufort County retained TischlerBise in 2020 to study this option and to analyze the most appropriate manner in which to determine the Law Enforcement Service Charge.

10. TischlerBise has prepared over 900 impact fees and over 800 fiscal impact analyses for clients across the United States and Canada.

11. TischlerBise is well qualified to have studied the relevant issues surrounding the provision of law enforcement services by the BCSO in the Town of Hilton Head Island.

12. Attached hereto as Exhibit A is the "Law Enforcement Service Charge and Uniform User Fee Study Approach and Findings" dated July 13, 2020, which TischlerBise created for Beaufort County.

13. TischlerBise discovered that the annual cost to BCSO to provide police services to the Town of Hilton Head Island is \$4,383,257.

14. In the "Law Enforcement Service Charge and Uniform User Fee Study Approach and Findings" (attached hereto as Exhibit A), TischlerBise documented the Law Enforcement Service Charge and Uniform User Fee. The approach was as follows:

(a) The cost for direct law enforcement services provided by BCSO to the Town of Hilton Head Island was obtained and documented. The cost reflects BCSO's actual cost for law enforcement services provided per the previous agreement between BCSO and the Town.

(b) The total cost for direct law enforcement services was allocated to residential and nonresidential land uses in the Town of Hilton Head Island using well-established and accepted methodologies to reflect demand for law enforcement services.

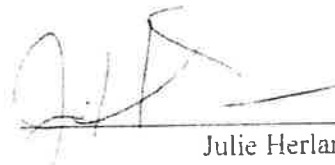
(c) Service Charge and Uniform User Fees were calculated for residential and nonresidential land uses and a schedule of Service Charges by type of land use was produced.

15. In the "Law Enforcement Service Charge and Uniform User Fee Study Approach and Findings" (attached hereto as Exhibit A), TischlerBise calculated the Law Enforcement Service Charge and Uniform User Fee to be as follows:

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

16. I was directly involved in the analysis, preparation and drafting of the "Law Enforcement User Fee Study Approach and Findings" attached hereto as Exhibit A.

FURTHER AFFIANT SAYETH NOT!



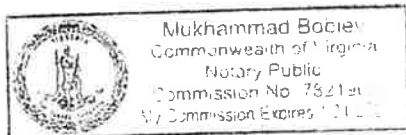
Julie Herlands

SWORN TO before me this
14 day of OCT, 2020



Notary Public for State of Virginia, County of Fairfax

My commission expires 07/31/2023





Law Enforcement Service Charge and Uniform User Fee Study Approach and Findings

Prepared for:

Beaufort County, South Carolina

July 13, 2020

Prepared by:



4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318
www.tischlerbise.com

EXHIBIT A TO HERLAND AFFIDAVIT

BC_HHI_000240

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina



TischlerBise
4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318

www.tischlerbise.com

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina

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Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina

EXECUTIVE SUMMARY

Beaufort County, South Carolina, retained TischlerBise to develop a methodology for a Law Enforcement Service Charge and Uniform User Fee to be implemented in the Town of Hilton Head Island. The Law Enforcement Service Charge and Uniform User Fee would cover the cost for law enforcement services provided by the Beaufort County Sheriff's Office (BCSO) to the Town of Hilton Head Island.

The BCSO provides law enforcement services in the Unincorporated County and supports municipal police departments. Although the Town of Hilton Head Island is an incorporated municipality in Beaufort County it does not have its own police force. Instead, the Town contracts with the BCSO for Law Enforcement Services.

The Law Enforcement Service Charge and Uniform User Fee is calculated to reflect the direct cost for services provided by the BCSO to the Town of Hilton Head Island. The report sets out a methodology to allocate those costs to the user of the services. The process is as follows:

- First, the total cost for BCSO law enforcement services provided to the Town of Hilton Head Island is documented. This cost reflects the actual cost for law enforcement services provided per the contract between BCSO and the Town.
- Second, the cost is allocated to residential and nonresidential land uses. This reflects the demand for law enforcement services from different users of the service.
- Finally, a service charge schedule is developed by type of land use. The summary schedule is shown below in Figure 1.

Figure 1. Beaufort County Law Enforcement Service Charge and Uniform User Fee Schedule

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina

OVERVIEW

Several incorporated jurisdictions in Beaufort County have municipal police departments (e.g., cities of Beaufort and Bluffton, town of Port Royal). In incorporated places with municipal police departments in Beaufort County, the Beaufort County Sheriff's Office (BCSO) assists on calls for service but is not the primary responder.

BCSO is the main law enforcement agency in Unincorporated Beaufort County and provides support to incorporated localities with law enforcement agencies. BCSO also provides law enforcement services directly to the Town of Hilton Head Island via a contract for services executed between Beaufort County and the Town. These law enforcement services are provided to the Town in lieu of the Town providing its own police force and is above the base level of law enforcement service provided to incorporated places in the County.

Prior to Fiscal Year 2021, the Town of Hilton Head Island paid Beaufort County directly for the contracted services. As of FY2021, the Town has indicated it will stop paying the contracted amount yet expects continuation of law enforcement services.

To recoup direct costs for law enforcement services provided by the BCSO to the Town of Hilton Head Island, the County is exploring a Law Enforcement Service Charge and Uniform User Fee District. The Law Enforcement Service Charge and Uniform User Fee District is calculated to allocate costs to different types of land uses based on a commensurate demand for services.

The BCSO responded to over 320,000 law enforcement calls for service in Beaufort County in calendar year 2019. Of those calls, approximately 97,000 were in the Town of Hilton Head Island, or 30 percent of total County law enforcement calls. The BCSO FY2021 budget is approximately \$32 million.

APPROACH AND METHODOLOGY

Approach

The approach to calculate the Law Enforcement Service Charge and Uniform User Fee is:

- o Identify and quantify law enforcement costs provided by the BCSO to the Town of Hilton Head Island. This reflects the actual costs for law enforcement services consumed by the Town.
- o Develop the Service Charge and Uniform User Fee methodology to allocate costs to land uses on the Town of Hilton Head Island
- o Calculate the Service Charge and Uniform User Fee and schedule based on the methodologies developed

Methodology

The following is a summary of steps used to calculate the Law Enforcement Service Charge and Uniform User Fee reflecting the services provided by BCSO in the Town of Hilton Head Island. Each step is discussed in further detail in this section

1. Calculate the cost for Law Enforcement Services provided in Town of Hilton Head Island. This is separate from countywide services provided in both the unincorporated and incorporated County (such as Civil Processing, Court Security, Forensics Services Lab, Bomb Squad)
2. Allocate BCSO law enforcement costs serving Hilton Head Island to residential and nonresidential development using functional population split (i.e., demand from residential versus nonresidential development)
3. Calculate costs per service unit for residential (per person) and nonresidential (per nonresidential vehicle trip) development.
4. Calculate service charge for residential and nonresidential land uses and produce a schedule of charges by type of land use

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
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Cost for Law Enforcement Services provided in Town of Hilton Head Island

BCSO is a countywide agency. The range of services provided include Victims Advocate, School Resource Officers, Administration, Enforcement, Forensics Laboratory, Crime Suppression, Emergency Management, Communications, and Traffic Management. The total BCSO budget for FY21 is \$32 million. Of that amount, approximately \$4.4 million is spent on law enforcement services to the Town of Hilton Head Island. Detail is provided below.

Figure 2. FY2021 BCSO Budget for Town of Hilton Head Island Law Enforcement Services

	FY2021
Base Budget Positions [^]	\$3,704,257
Victim Advocate Officer	\$100,000
Benefits	\$504,000
Hilton Head Bar Patrol Overtime	\$75,000
Total HHI Cost	\$4,383,257
RBC Heritage Golf Tournament*	\$26,500

[^] Reflects 41 positions

* Town of Hilton Head Island reimburses Beaufort County

As identified above, costs for services to Hilton Head Island reflect personnel (authorized at 41 positions), employee benefits, Victim Advocate Officer, and Hilton Head Bar Patrol Overtime. (BCSO also provides law enforcement services for the RBC Heritage Golf Tournament held on the Island. The Town reimburses the County for those services.)

The above calculated cost of \$4,383,257 is used to determine the proposed Law Enforcement Service Charge and Uniform User Fee. This figure can be adjusted as the budget changes.

BCSO Law Enforcement Costs for Hilton Head Island Allocated to Residential and Nonresidential Development

To allocate costs to land uses, functional population is used. Functional population is a standard methodology to apportion costs between residential and nonresidential development. Further detail is provided below.

Functional Population

Both residential and nonresidential development place demand on law enforcement services. To calculate the proportionate share between residential and nonresidential demand for a particular service or facility, a "functional population" approach is used. The functional population approach allocates the cost of law

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enforcement services to residential and nonresidential development based on the activity of residents and workers in the Town of Hilton Head Island over a 24-hour time period

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Hilton County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the Town are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the Town working. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2017 data (the latest Origin-Destination data available from U.S. Census Bureau), residential development accounts for 75 percent of the functional population, while nonresidential development accounts for 25 percent

Figure 3. Town of Hilton Head Island Functional Population

Hilton Head Town, SC (2017)				
Residential			Demand Hours/Day	Person Hours
Population*	76,698			
Residents Not Working	61,816		20	1,236,320
Employed Residents	14,882			
Employed in Hilton Head		8,898	14	124,572
Employed outside Hilton Head		5,984	14	83,776
		Residential Subtotal		1,444,668
		Residential Share =>		75%
Nonresidential				
Non-working Residents	61,816		4	247,264
Jobs Located in Hilton Head	23,471			
Residents Employed in Hilton Head		8,898	10	88,980
Non-Resident Workers (inflow commuters)		14,573	10	145,730
		Nonresidential Subtotal		481,974
		Nonresidential Share =>		25%
		TOTAL		1,926,642

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Seasonal/peak population: TischlerBise calculation from housing unit estimate and U.S. Census household size

The cost for the Beaufort County Sheriff's Office services provided in the Town of Hilton Head Island is allocated to residential and nonresidential development using the above proportionate share factors. Results are shown below

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
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Figure 4. Town of Hilton Head Island BCSO Law Enforcement Cost Allocated to Residential and Nonresidential Development

Hilton Head BCSO Law Enforcement Cost Allocated to Residential / Nonresidential		
	Functional Population *	\$4,383,257
Residential Proportionate Share	75%	\$3,287,443
Nonresidential Proportionate Share	25%	\$1,095,814
TOTAL COST	100%	\$4,383,257

* Functional population (see supporting figure)

Costs per Service Unit

Appropriate service units are identified for Law Enforcement Services. For residential development, population is the driver and is reflected in household size (i.e., persons per household) by type of housing unit. This captures demand from both year-round and seasonal housing units. Population is the appropriate service unit.

For nonresidential development, the appropriate service unit is vehicle trips. Vehicle trip rates are typically used for public safety-related fees and charges to reflect the relative demand for public safety services from nonresidential development. That is, vehicle trip rates are highest for commercial/retail development—reflecting demand from all activity (workers, shoppers, visitors) at a retail establishment. Conversely, industrial development has the lowest nonresidential trip rates and office development rates fall between the other two categories reflecting the level of activity at each type of facility.

BCSO Law Enforcement costs allocated between residential and nonresidential development are then divided by the applicable base year demand factors to determine a cost per demand factor—for residential, a cost per capita and for nonresidential, a cost per nonresidential vehicle trip.

Seasonal population in housing units is calculated to account for both year-round and seasonally-occupied housing units in Hilton Head Island. Nonresidential vehicle trips are calculated based on applicable vehicle trip rates and adjustment factors per the Institute of Transportation Engineers (ITE) applied to nonresidential land uses in Hilton Head Island. Data is based on the Beaufort County Development Impact Fee Study conducted by TischlerBise in 2019-2020. Detail is provided in Appendix A.

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Figure 5. Town of Hilton Head Island BCSO Law Enforcement Cost per Service Unit

Hilton Head BCSO Law Enforcement Cost	\$4,383,257	
	Residential	Nonresidential
Proportionate Share %	75%	25%
Proportionate Share \$	\$3,287,443	\$1,095,814
Service Unit	Seasonal Population in Hsg Units	Nonresidential Vehicle Trips
Current Service Units (2020)*	79,046	64,997
Cost per Service Unit (rounded)	\$41.59	\$16.86

* See Appendix A for supporting detail.

As shown, the calculated cost per person is \$41.59 and the cost per nonresidential vehicle trip is approximately \$16.86.

Service Charges and Uniform User Fees for Residential and Nonresidential Land Uses

Using the above factors, Law Enforcement Service Charges and Uniform User Fees for the Town of Hilton Head Island are calculated. The service charges are based on household size for residential development and vehicle trips per 1,000 square feet or hotel room for nonresidential development. Differentiating the service charge by housing type allows the results to reflect the level of demand (persons per household) from residential land uses. For residential development, the cost per person (\$41.59) is multiplied by household size to calculate the proposed service charge by type of unit. For nonresidential development, the cost per vehicle trip (\$16.86) is multiplied by trips per demand unit (either 1,000 square feet or lodging room) to calculate the proposed fee.

The schedule presented is meant to provide broad-based land use categories to capture the majority of types of land uses in the Town. Using ITE trip rates for nonresidential development allows additions to the schedule, as necessary.

EXHIBIT 3 TO STIPULATION OF FACTS

CASE NUMBER 2020-CP-07-1840

Part 2 of 2

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
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Figure 6. Law Enforcement Service Charge and Uniform User Fee Proposed Schedule

Residential

Service Charge Component	Cost per Person
Hilton Head BCSO Law Enforcement Cost	\$41.59
Total	\$41.59

Housing Type	Persons per Household [^]	Service Charge per Housing Unit
Single Family	2.42	\$101
Multifamily	2.11	\$88

[^] Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Nonresidential

User Fee Component	Cost per Trip
Hilton Head BCSO Law Enforcement Cost	\$16.86
Total	\$16.86

Development Type	Demand Unit	Vehicle Trip Ends per Demand Unit*	Trip Adj. Factor*	Service Charge per Demand Unit
Retail	1,000 sq. ft.	37.75	38%	\$242
Office/Service	1,000 sq. ft.	9.74	50%	\$82
Industrial	1,000 sq. ft.	3.93	50%	\$33
Institutional	1,000 sq. ft.	10.72	50%	\$90
Lodging	Room	8.17	50%	\$69

* Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

SUMMARY: LAW ENFORCEMENT SERVICE CHARGE AND UNIFORM USER FEE SCHEDULE

The figure below summarizes the proposed Law Enforcement Service Charge and Uniform User Fee schedule calculated to cover the costs incurred by BCSO to serve the Town of Hilton Head Island.

Figure 7. Proposed Law Enforcement Service Charge and Uniform User Fee Schedule

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Given the above schedule and estimated base year development in the Town of Hilton Head Island, an estimate of revenue can be provided. Please note, cost factors have been rounded in the analysis and therefore the total revenue calculated does not equal the total cost.

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Figure 8. Law Enforcement Service Charge and Uniform User Fee Estimated Revenue

Land Use	Demand Unit	Service Charge per Demand Unit	Base Year Development	Estimated Revenue
Residential				
Single Family	Housing Unit	\$101	20,075	\$2,027,597
Multifamily	Housing Unit	\$88	14,438	\$1,270,525
			<i>Subtotal</i>	<i>\$3,298,122</i>
Nonresidential				
Retail	1,000 sq. ft.	\$242	2,724	\$659,168
Office/Service	1,000 sq. ft.	\$82	3,340	\$273,881
Industrial	1,000 sq. ft.	\$33	2,515	\$82,979
Institutional	1,000 sq. ft.	\$90	880	\$79,204
			<i>Subtotal</i>	<i>\$1,095,231</i>
			GRAND TOTAL*	\$4,393,353

* Does not equal total cost due to rounding.

APPENDIX A: DEMOGRAPHIC ASSUMPTIONS

Population and Housing Characteristics

Per capita standards and persons per housing unit or persons per household are used to derive proportionate service charge amounts. Household sizes vary by housing unit type and, consequently, demand for services vary. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in service charge calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the calculations, the service charge methodology assumes all housing units will be occupied, thus requiring seasonal population to be used when deriving infrastructure standards.

According to the state of South Carolina's Department of Parks, Recreation, and Tourism, Beaufort County is the third most visited county in the state. Infrastructure and services are sized to accommodate not just permanent residents, but seasonal residents and workers as well. Therefore, TischlerBise recommends that service charges for residential development be calculated according to persons per household.

Based on housing characteristics, TischlerBise recommends using two housing unit categories for the service charges, (1) Single Family and (2) Multifamily. Each housing type has different characteristics resulting in a different demand for Law Enforcement services. Figure 9 shows the U.S. Census American Community Survey 2017, 5-Year Estimates data for the Town of Hilton Head Island. Single family units have a household size of 2.42 persons and multifamily units have a household size of 2.11 persons.

Figure 9. Town of Hilton Head Island Persons per Household

HILTON HEAD

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	29,905	19,771	1.51	12,341	2.42	58%
Multifamily [2]	9,570	14,219	0.67	4,527	2.11	42%
Total	39,475	33,990	1.16	16,868	2.34	

[1] Includes attached and detached single family homes

[2] Includes structures with 2+ units

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

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Base Year Population and Housing Units

As noted above, the Town of Hilton Head Island has permanent and short-term (i.e., seasonal) residents. The current estimate of population, on which the service charge is based, accounts for full occupancy of residential units. Population estimates are based on assumptions in TischlerBise's Development Impact Fee Study (with data from the Beaufort County Transportation Model at the Traffic Analysis Zone (TAZ) level) and population estimates for the Town of Hilton Head Island from the U.S. Census.

Town of Hilton Head Island Housing Unit and Population Estimate (2020)

Current housing units by type of unit are estimated and used to derive current estimated seasonal population in the Town of Hilton Head Island. First, permanent population for the Town of Hilton Head Island is obtained from the U.S. Census for 2019 and updated to 2020 using growth rate assumptions from TischlerBise's Development Impact Fee Study. Next, the permanent population estimate is used to determine the estimated number of housing units in the Town. Then, persons per household (i.e., population in an occupied housing unit) is applied to the estimated number of housing units to calculate seasonal population in 2020. Detail is provided in the following two figures.

Figure 10. Town of Hilton Head Island Housing Unit Estimate (2020)

Hilton Head Permanent Population Estimate 2019 [1]	39,639
Estimated Growth 2019 to 2020 [2]	1.0%
2020 Hilton Head Permanent Population Estimate	40,035
Average Persons per Housing Unit [3]	1.16
Hilton Head Housing Unit Estimate 2020 [4]	34,513

[1] U.S. Census in Town of Hilton Head Island CAFR FY2019

[2] Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

[3] U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[4] Calculated: Permanent population / persons per housing unit

Figure 11. Town of Hilton Head Island Seasonal Population Estimate (2020)

Town of Hilton Head Island Housing Unit Estimate 2020	34,513			Seasonal
	% Distr. [1]	# by Type	PPHH [2]	Pop. Est.
Single Family Units	58%	20,075	2.42	48,582
Multifamily Units	42%	14,438	2.11	30,464
Total	100%	34,513		79,046

[1] U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[2] Persons per Household, U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

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Base Year Employment and Nonresidential Floor Area

The Law Enforcement Service Charge and Uniform User Fee is also applied to nonresidential development as discussed in the body of this report. Nonresidential vehicle trips are calculated for the base year using employment and nonresidential square footage in the Town of Hilton Head Island.

Figure 12 provides detail on base year employment and nonresidential square footage in the Town of Hilton Head Island. Nonresidential square footage is estimated based on number of jobs by type of industry and square feet per employee factors derived from the Institute of Transportation Engineers (ITE).

As shown below, it is estimated that there are 22,780 jobs in the Town of Hilton Head Island as of 2020. The estimate is from Traffic Analysis Zone (TAZ) data, provided in the Beaufort County Transportation Model for TischlerBise's Development Impact Fee Study (2020). Jobs are converted to nonresidential square footage with factors shown in Figure 13.

Figure 12. Town of Hilton Head Island Employment and Nonresidential Square Footage by Industry (2020)

Industry	Employment (2020)*	%	Sq. Ft./Emp [^]	Nonres. Sq. Ft. (2020)*
Retail	6,379	28%	427	2,723,833
Office	9,911	44%	337	3,340,007
Industrial	4,004	18%	628	2,514,512
Institutional	2,486	11%	354	880,044
Total	22,780	100%		9,458,396

* Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

[^] Trip Generation, Institute of Transportation Engineers (ITE), 10th Edition (2017)

Square feet per employee conversion factors (indicated above) along with weekday trip rates (referenced in Figure 14) per demand unit are shown below in Figure 13.

Figure 13. Institute of Transportation Engineers Nonresidential Factors

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee	Emp Per Dmd Unit	Sq Ft Per Emp
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11	2.34	427
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28	2.97	337
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
610	Institutional/Hospital	1,000 Sq Ft	10.72	3.79	2.83	354

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

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Nonresidential Vehicle Trips

Vehicle trip generation for nonresidential land uses are calculated using average daily (weekday) trip end rates and adjustment factors from the Institute of Transportation Engineers in *Trip Generation*, 10th edition. To estimate base year nonresidential vehicle trips in Town of Hilton Head Island, weekday trip ends per 1,000 square feet factors shown in Figure 13 are used.

For nonresidential land uses, a standard 50 percent adjustment is applied to Office, Industrial, and Institutional to allocate trips to the nonresidential (destination) land use (with the other trip end allocated to the originating land use). A lower vehicle trip adjustment factor is used for Retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination.

In Figure 14, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each nonresidential land use.

Figure 14. Town of Hilton Head Island Average Daily Nonresidential Vehicle Trips (2020)

Industry	Nonres. Sq. Ft. (2020)*	Vehicle Trip Ends per 1,000 Sq. Ft.^	Trip Adj. Factor^	Vehicle Trip Ends (2020)
Retail	2,723,833	37.75	38%	39,073
Office	3,340,007	9.74	50%	16,266
Industrial	2,514,512	3.93	50%	4,941
Institutional	880,044	10.72	50%	4,717
Total	9,458,396			64,997

* Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

^ Trip Generation, Institute of Transportation Engineers (ITE), 10th Edition (2017)

APPENDIX B: LAND USE DEFINITIONS

Residential Development

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. It is anticipated that Beaufort County will collect the Law Enforcement Service Charge and Uniform User Fee from all residential units.

Single Family:

1. Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added, are counted in this category. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
 - Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 210

Multifamily:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.
 - Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 220, 221, 222

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Nonresidential Development

Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area)

Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017 820, 815, 823, 850, 875, 880

Office/Service: Establishments providing management, administrative, professional, or business services. By way of example, *Office/Service* includes banks, business offices, headquarter buildings, business parks, and research and development centers.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017 710, 712, 714, 720, 750, 770

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017 110, 130, 150, 154, 160, 170

Institutional: Establishments providing management, administrative, professional, or business services. By way of example, *Institutional* includes assisted living facilities, nursing homes, hospitals, medical offices, veterinarian clinics, schools, universities, churches, daycare facilities, government buildings, and prisons.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017 520, 560, 565, 575, 580, 590

Lodging: Establishments that provide sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017 310, 311, 312, 320, 330

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APPENDIX C: COMPARISON LOCALITIES

Below is a list of communities with seasonal population demands and their respective Law Enforcement agency budgets. This is provided for comparison purposes only, at a high level, and is not meant to be exhaustive or reflective of a recommended level of service.

	Year Round Population	FY19 Police Budget (rounded)
City of Bluffton, SC	19,000	\$6,600,000
City of Beaufort, SC	13,357	\$4,500,000
Rehoboth Beach, DE	1,520	\$3,700,000
Gulf Shores, AL	12,517	\$6,200,000

Source: TischlerBise research from publicly available sources.



Beaufort County Law Enforcement Service Charge

DRAFT

Prepared for:

Beaufort County, South Carolina

June 11, 2020

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road
Suite 5240
Bethesda, Maryland 20816
800.424.4318
www.tischlerbise.com

TischlerBise

Law Enforcement Service Charge Study
Beaufort County, South Carolina



TischlerBise
4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318

www.tischlerbise.com

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EXECUTIVE SUMMARY

Beaufort County, South Carolina, retained TischlerBise to develop a methodology for a Law Enforcement Service Charge to be implemented in the Town of Hilton Head Island. The Law Enforcement Service Charge would cover the cost for law enforcement services provided by the Beaufort County Sheriff's Office (BCSO) to the Town of Hilton Head Island.

The BCSO provides law enforcement services in the Unincorporated County and supports municipal police departments. Although the Town of Hilton Head Island is an incorporated municipality in Beaufort County it does not have its own police force. Instead, the Town contracts with the BCSO for Law Enforcement Services.

The Law Enforcement Service Charge is calculated to reflect the direct cost for services provided by the BCSO to the Town of Hilton Head Island. The report sets out a methodology to allocate those costs to the user of the services. The process is as follows:

- First, the total cost for BCSO law enforcement services provided to the Town of Hilton Head Island is documented. This cost reflects the actual cost for law enforcement services provided per the contract between BCSO and the Town.
- Second, the cost is allocated to residential and nonresidential land uses. This reflects the demand for law enforcement services from different users of the service.
- Finally, a service charge schedule is developed by type of land use. The summary schedule is shown below in Figure 1.

Figure 1. Beaufort County Law Enforcement Service Charge Schedule

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Law Enforcement Service Charge Study
Beaufort County, South Carolina

OVERVIEW

Several incorporated jurisdictions in Beaufort County have municipal police departments (e.g., cities of Beaufort and Bluffton; town of Port Royal). In incorporated places with municipal police departments in Beaufort County, the Beaufort County Sheriff's Office (BCSO) assists on calls for service but is not the primary responder.

BCSO is the main law enforcement agency in Unincorporated Beaufort County and provides support to incorporated localities with law enforcement agencies. BCSO also provides law enforcement services directly to the Town of Hilton Head Island via a contract for services executed between Beaufort County and the Town. These law enforcement services are provided to the Town in lieu of the Town providing its own police force and is above the base level of law enforcement service provided to incorporated places in the County.

Prior to Fiscal Year 2021, the Town of Hilton Head Island paid Beaufort County directly for the contracted services. As of FY2021, the Town has indicated it will stop paying the contracted amount yet expects continuation of law enforcement services.

To recoup direct costs for law enforcement services provided by the BCSO to the Town of Hilton Head Island, the County is exploring a Law Enforcement Service Charge District. The Law Enforcement Service Charge District is calculated to allocate costs to different types of land uses based on a commensurate demand for services.

The BCSO responded to over 320,000 law enforcement calls for service in Beaufort County in calendar year 2019. Of those calls, approximately 97,000 were in the Town of Hilton Head Island, or 30 percent of total County law enforcement calls. The BCSO FY2021 budget is approximately \$32 million.

APPROACH AND METHODOLOGY

Approach

The approach to calculate the Law Enforcement Service Charge is:

- o Identify and quantify law enforcement costs provided by the BCSO to the Town of Hilton Head Island. This reflects the actual costs for law enforcement services consumed by the Town.
- o Develop the Service Charge methodology to allocate costs to land uses on the Town of Hilton Head Island.
- o Calculate the Service Charge and schedule based on the methodologies developed.

Methodology

The following is a summary of steps used to calculate the Law Enforcement Service Charge reflecting the services provided by BCSO in the Town of Hilton Head Island. Each step is discussed in further detail in this section.

1. Calculate the cost for Law Enforcement Services provided in Town of Hilton Head Island. This is separate from countywide services provided in both the unincorporated and incorporated County (such as Civil Processing, Court Security, Forensics Services Lab, Bomb Squad).
2. Allocate BCSO law enforcement costs serving Hilton Head Island to residential and nonresidential development using functional population split (i.e., demand from residential versus nonresidential development).
3. Calculate costs per service unit for residential (per person) and nonresidential (per nonresidential vehicle trip) development.
4. Calculate service charge for residential and nonresidential land uses and produce a schedule of charges by type of land use.

Cost for Law Enforcement Services provided in Town of Hilton Head Island

BCSO is a countywide agency. The range of services provided include Victims Advocate, School Resource Officers, Administration, Enforcement, Forensics Laboratory, Crime Suppression, Emergency Management, Communications, and Traffic Management. The total BCSO budget for FY21 is \$32 million. Of that amount, approximately \$4.4 million is spent on law enforcement services to the Town of Hilton Head Island. Detail is provided below.

Figure 2. FY2021 BCSO Budget for Town of Hilton Head Island Law Enforcement Services

	FY2021
Base Budget Positions [^]	\$3,704,257
Victim Advocate Officer	\$100,000
Benefits	\$504,000
Hilton Head Bar Patrol Overtime	\$75,000
Total HHI Cost	\$4,383,257
RBC Heritage Golf Tournament [*]	\$26,500

[^] Reflects 41 positions

^{*} Town of Hilton Head Island reimburses Beaufort County

As identified above, costs for services to Hilton Head Island reflect personnel (authorized at 41 positions), employee benefits, Victim Advocate Officer, and Hilton Head Bar Patrol Overtime. (BCSO also provides law enforcement services for the RBC Heritage Golf Tournament held on the Island. The Town reimburses the County for those services.)

The above calculated cost of \$4,383,257 is used to determine the proposed Law Enforcement Service Charge. This figure can be adjusted as the budget changes.

BCSO Law Enforcement Costs for Hilton Head Island Allocated to Residential and Nonresidential Development

To allocate costs to land uses, functional population is used. Functional population is a standard methodology to apportion costs between residential and nonresidential development. Further detail is provided below.

Functional Population

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Both residential and nonresidential development place demand on law enforcement services. To calculate the proportionate share between residential and nonresidential demand for a particular service or facility, a "functional population" approach is used. The functional population approach allocates the cost of law enforcement services to residential and nonresidential development based on the activity of residents and workers in the Town of Hilton Head Island over a 24-hour time period.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Hilton County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the Town are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the Town working. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2017 data (the latest Origin-Destination data available from U.S. Census Bureau), residential development accounts for 75 percent of the functional population, while nonresidential development accounts for 25 percent.

Figure 3. Town of Hilton Head Island Functional Population

Hilton Head Town, SC (2017)				
Residential		Demand		Person
		Hours/Day		Hours
Population*	76,698			
Residents Not Working	61,816	20		1,236,320
Employed Residents	14,882			
Employed in Hilton Head		8,898	14	124,572
Employed outside Hilton Head		5,984	14	83,776
		Residential Subtotal		1,444,668
		Residential Share =>		75%
Nonresidential				
Non-working Residents	61,816	4		247,264
Jobs Located in Hilton Head	23,471			
Residents Employed in Hilton Head		8,898	10	88,980
Non-Resident Workers (inflow commuters)		14,573	10	145,730
		Nonresidential Subtotal		481,974
		Nonresidential Share =>		25%
		TOTAL		1,926,642

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Seasonal/peak population: TischlerBise calculation from housing unit estimate and U.S. Census household size

The cost for the Beaufort County Sheriff's Office services provided in the Town of Hilton Head Island is allocated to residential and nonresidential development using the above proportionate share factors. Results are shown below.

Figure 4. Town of Hilton Head Island BCSO Law Enforcement Cost Allocated to Residential and Nonresidential Development

Hilton Head BCSO Law Enforcement Cost		
Allocated to Residential / Nonresidential		
	Functional Population *	\$4,383,257
Residential Proportionate Share	75%	\$3,287,443
Nonresidential Proportionate Share	25%	\$1,095,814
TOTAL COST	100%	\$4,383,257

* Functional population (see supporting figure)

Costs per Service Unit

Appropriate service units are identified for Law Enforcement Services. For residential development, population is the driver and is reflected in household size (i.e., persons per household) by type of housing unit. This captures demand from both year-round and seasonal housing units. Population is the appropriate service unit.

For nonresidential development, the appropriate service unit is vehicle trips. Vehicle trip rates are typically used for public safety-related fees and charges to reflect the relative demand for public safety services from nonresidential development. That is, vehicle trip rates are highest for commercial/retail development—reflecting demand from all activity (workers, shoppers, visitors) at a retail establishment. Conversely, industrial development has the lowest nonresidential trip rates and office development rates fall between the other two categories reflecting the level of activity at each type of facility.

BCSO Law Enforcement costs allocated between residential and nonresidential development are then divided by the applicable base year demand factors to determine a cost per demand factor—for residential, a cost per capita and for nonresidential, a cost per nonresidential vehicle trip.

Seasonal population in housing units is calculated to account for both year-round and seasonally-occupied housing units in Hilton Head Island. Nonresidential vehicle trips are calculated based on applicable vehicle trip rates and adjustment factors

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per the Institute of Transportation Engineers (ITE) applied to nonresidential land uses in Hilton Head Island. Data is based on the Beaufort County Development Impact Fee Study conducted by TischlerBise in 2019-2020. Detail is provided in Appendix A.

Figure 5. Town of Hilton Head Island BCSO Law Enforcement Cost per Service Unit

Hilton Head BCSO Law Enforcement Cost	\$4,383,257	
	Residential	Nonresidential
Proportionate Share %	75%	25%
Proportionate Share \$	\$3,287,443	\$1,095,814
Service Unit	Seasonal Population in Hsg Units	Nonresidential Vehicle Trips
Current Service Units (2020) *	79,046	64,997
Cost per Service Unit (rounded)	\$41.59	\$16.86

* See Appendix A for supporting detail.

As shown, the calculated cost per person is \$41.59 and the cost per nonresidential vehicle trip is approximately \$16.86.

Service Charges for Residential and Nonresidential Land Uses

Using the above factors, Law Enforcement Service Charges for the Town of Hilton Head Island are calculated. The service charges are based on household size for residential development and vehicle trips per 1,000 square feet or hotel room for nonresidential development. Differentiating the service charge by housing type allows the results to reflect the level of demand (persons per household) from residential land uses. For residential development, the cost per person (\$41.59) is multiplied by household size to calculate the proposed service charge by type of unit. For nonresidential development, the cost per vehicle trip (\$16.86) is multiplied by trips per demand unit (either 1,000 square feet or lodging room) to calculate the proposed fee.

The schedule presented is meant to provide broad-based land use categories to capture the majority of types of land uses in the Town. Using ITE trip rates for nonresidential development allows additions to the schedule as necessary.

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Figure 6. Law Enforcement Service Charge Proposed Schedule

Residential

Service Charge Component	Cost per Person
Hilton Head BCSO Law Enforcement Cost	\$41.59
Total	\$41.59

Housing Type	Persons per Household [^]	Service Charge per Housing Unit
Single Family	2.42	\$101
Multifamily	2.11	\$88

[^] Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Nonresidential

User Fee Component	Cost per Trip
Hilton Head BCSO Law Enforcement Cost	\$16.86
Total	\$16.86

Development Type	Demand Unit	Vehicle Trip Ends per Demand Unit [*]	Trip Adj. Factor [*]	Service Charge per Demand Unit
Retail	1,000 sq. ft.	37.75	38%	\$242
Office/Service	1,000 sq. ft.	9.74	50%	\$82
Industrial	1,000 sq. ft.	3.93	50%	\$33
Institutional	1,000 sq. ft.	10.72	50%	\$90
Lodging	Room	8.17	50%	\$69

^{*} Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

SUMMARY: LAW ENFORCEMENT SERVICE CHARGE SCHEDULE

The figure below summarizes the proposed Law Enforcement Service Charge schedule calculated to cover the costs incurred by BCSO to serve the Town of Hilton Head Island.

Figure 7. Proposed Law Enforcement Service Charge Schedule

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Given the above schedule and estimated base year development in the Town of Hilton Head Island, an estimate of revenue can be provided. Please note, cost factors have been rounded in the analysis and therefore the total revenue calculated does not equal the total cost.

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Figure 8. Law Enforcement Service Charge Estimated Revenue

Land Use	Demand Unit	Service Charge per Demand Unit	Base Year Development	Estimated Revenue
Residential				
Single Family	Housing Unit	\$101	20,075	\$2,027,597
Multifamily	Housing Unit	\$88	14,438	\$1,270,525
			<i>Subtotal</i>	\$3,298,122
Nonresidential				
Retail	1,000 sq. ft.	\$242	2,724	\$659,168
Office/Service	1,000 sq. ft.	\$82	3,340	\$273,881
Industrial	1,000 sq. ft.	\$33	2,515	\$82,979
Institutional	1,000 sq. ft.	\$90	880	\$79,204
			<i>Subtotal</i>	\$1,095,231
			GRAND TOTAL *	\$4,393,353

* Does not equal total cost due to rounding

APPENDIX A: DEMOGRAPHIC ASSUMPTIONS

Population and Housing Characteristics

Per capita standards and persons per housing unit or persons per household are used to derive proportionate service charge amounts. Household sizes vary by housing unit type and, consequently, demand for services vary. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in service charge calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the calculations, the service charge methodology assumes all housing units will be occupied, thus requiring seasonal population to be used when deriving infrastructure standards.

According to the state of South Carolina's Department of Parks, Recreation, and Tourism, Beaufort County is the third most visited county in the state. Infrastructure and services are sized to accommodate not just permanent residents, but seasonal residents and workers as well. Therefore, TischlerBise recommends that service charges for residential development be calculated according to persons per household.

Based on housing characteristics, TischlerBise recommends using two housing unit categories for the service charges: (1) Single Family and (2) Multifamily. Each housing type has different characteristics resulting in a different demand for Law Enforcement services. Figure 9 shows the U.S. Census American Community Survey 2017, 5-Year Estimates data for the Town of Hilton Head Island. Single family units have a household size of 2.42 persons and multifamily units have a household size of 2.11 persons.

Figure 9. Town of Hilton Head Island Persons per Household

HILTON HEAD

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	29,905	19,771	1.51	12,341	2.42	58%
Multifamily [2]	9,570	14,219	0.67	4,527	2.11	42%
Total	39,475	33,990	1.16	16,868	2.34	

[1] Includes attached and detached single family homes

[2] Includes structures with 2+ units

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

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Base Year Population and Housing Units

As noted above, the Town of Hilton Head Island has permanent and short-term (i.e., seasonal) residents. The current estimate of population, on which the service charge is based, accounts for full occupancy of residential units. Population estimates are based on assumptions in TischlerBise's Development Impact Fee Study (with data from the Beaufort County Transportation Model at the Traffic Analysis Zone (TAZ) level) and population estimates for the Town of Hilton Head Island from the U.S. Census.

Town of Hilton Head Island Housing Unit and Population Estimate (2020)

Current housing units by type of unit are estimated and used to derive current estimated seasonal population in the Town of Hilton Head Island. First, permanent population for the Town of Hilton Head Island is obtained from the U.S. Census for 2019 and updated to 2020 using growth rate assumptions from TischlerBise's Development Impact Fee Study. Next, the permanent population estimate is used to determine the estimated number of housing units in the Town. Then, persons per household (i.e., population in an occupied housing unit) is applied to the estimated number of housing units to calculate seasonal population in 2020. Detail is provided in the following two figures.

Figure 10. Town of Hilton Head Island Housing Unit Estimate (2020)

Hilton Head Permanent Population Estimate 2019 [1]	39,639
Estimated Growth 2019 to 2020 [2]	1.0%
2020 Hilton Head Permanent Population Estimate	40,035
Average Persons per Housing Unit [3]	1.16
Hilton Head Housing Unit Estimate 2020 [4]	34,513

[1] U.S. Census in Town of Hilton Head Island CAFR FY2019

[2] Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

[3] U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[4] Calculated. Permanent population / persons per housing unit

Figure 11. Town of Hilton Head Island Seasonal Population Estimate (2020)

Town of Hilton Head Island Housing Unit Estimate 2020	34,513			Seasonal
	% Distr. [1]	# by Type	PPHH [2]	Pop. Est.
Single Family Units	58%	20,075	2.42	48,582
Multifamily Units	42%	14,438	2.11	30,464
Total	100%	34,513		79,046

[1] U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[2] Persons per Household, U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Base Year Employment and Nonresidential Floor Area

The Law Enforcement Service Charge is also applied to nonresidential development as discussed in the body of this report. Nonresidential vehicle trips are calculated for the base year using employment and nonresidential square footage in the Town of Hilton Head Island.

Figure 12 provides detail on base year employment and nonresidential square footage in the Town of Hilton Head Island. Nonresidential square footage is estimated based on number of jobs by type of industry and square feet per employee factors derived from the Institute of Transportation Engineers (ITE).

As shown below, it is estimated that there are 22,780 jobs in the Town of Hilton Head Island as of 2020. The estimate is from Traffic Analysis Zone (TAZ) data, provided in the Beaufort County Transportation Model for TischlerBise's Development Impact Fee Study (2020). Jobs are converted to nonresidential square footage with factors shown in Figure 13.

Figure 12. Town of Hilton Head Island Employment and Nonresidential Square Footage by Industry (2020)

Industry	Employment (2020) [*]	%	Sq. Ft./Emp [^]	Nonres. Sq. Ft. (2020) [*]
Retail	6,379	28%	427	2,723,833
Office	9,911	44%	337	3,340,007
Industrial	4,004	18%	628	2,514,512
Institutional	2,486	11%	354	880,044
Total	22,780	100%		9,458,396

^{*} Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

[^] Trip Generation, Institute of Transportation Engineers (ITE), 10th Edition (2017)

Square feet per employee conversion factors (indicated above) along with weekday trip rates (referenced in Figure 14) per demand unit are shown below in Figure 13.

Figure 13. Institute of Transportation Engineers Nonresidential Factors

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee	Emp Per Dmd Unit	Sq Ft Per Emp
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11	2.34	427
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28	2.97	337
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
610	Institutional/Hospital	1,000 Sq Ft	10.72	3.79	2.83	354

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

Nonresidential Vehicle Trips

Vehicle trip generation for nonresidential land uses are calculated using average daily (weekday) trip end rates and adjustment factors from the Institute of Transportation Engineers in *Trip Generation*, 10th edition. To estimate base year nonresidential vehicle trips in Town of Hilton Head Island, weekday trip ends per 1,000 square feet factors shown in Figure 13 are used.

For nonresidential land uses, a standard 50 percent adjustment is applied to Office, Industrial, and Institutional to allocate trips to the nonresidential (destination) land use (with the other trip end allocated to the originating land use). A lower vehicle trip adjustment factor is used for Retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination.

In Figure 14, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each nonresidential land use.

Figure 14. Town of Hilton Head Island Average Daily Nonresidential Vehicle Trips (2020)

Industry	Nonres. Sq. Ft. (2020)*	Vehicle Trip Ends per 1,000 Sq. Ft.^	Trip Adj. Factor^	Vehicle Trip Ends (2020)
Retail	2,723,833	37.75	38%	39,073
Office	3,340,007	9.74	50%	16,266
Industrial	2,514,512	3.93	50%	4,941
Institutional	880,044	10.72	50%	4,717
Total	9,458,396			64,997

* Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

^ *Trip Generation*, Institute of Transportation Engineers (ITE), 10th Edition (2017)

APPENDIX B: LAND USE DEFINITIONS

Residential Development

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. It is anticipated that Beaufort County will collect the Law Enforcement Service Charge from all residential units.

Single Family:

1. Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added, are counted in this category. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
 - Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 210

Multifamily:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.
 - Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 220, 221, 222

Nonresidential Development

Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 820, 815, 823, 850, 875, 880

Office/Service: Establishments providing management, administrative, professional, or business services; By way of example, *Office/Service* includes banks, business offices, headquarter buildings, business parks, and research and development centers.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 710, 712, 714, 720, 750, 770

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 110, 130, 150, 154, 160, 170

Institutional: Establishments providing management, administrative, professional, or business services; By way of example, *Institutional* includes assisted living facilities, nursing homes, hospitals, medical offices, veterinarian clinics, schools, universities, churches, daycare facilities, government buildings, and prisons.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 520, 560, 565, 575, 580, 590

Lodging: Establishments that provide sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

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- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 310, 311, 312, 320, 330.

APPENDIX C: COMPARISON LOCALITIES

Below is a list of communities with seasonal population demands and their respective Law Enforcement agency budgets. This is provided for comparison purposes only, at a high level, and is not meant to be exhaustive or reflective of a recommended level of service.

	<i>Year Round Population</i>	<i>FY19 Police Budget (rounded)</i>
City of Bluffton, SC	19,000	\$6,600,000
City of Beaufort, SC	13,357	\$4,500,000
Rehoboth Beach, DE	1,520	\$3,700,000
Gulf Shores, AL	12,517	\$6,200,000

Source: TischlerBise research from publicly available sources.

APPENDIX D: CONTRACT FOR SERVICES BETWEEN BCSO AND THE TOWN OF HILTON HEAD ISLAND

[include contract?]



Law Enforcement Service Charge and Uniform User Fee Study Approach and Findings

Prepared for:

Beaufort County, South Carolina

July 13, 2020

Prepared by:



4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318
www.tischlerbise.com

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina



TischlerBise
4701 Sangamore Road
Suite S240
Bethesda, Maryland 20816
800.424.4318

www.tischlerbise.com

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina

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Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina

EXECUTIVE SUMMARY

Beaufort County, South Carolina, retained TischlerBise to develop a methodology for a Law Enforcement Service Charge and Uniform User Fee to be implemented in the Town of Hilton Head Island. The Law Enforcement Service Charge and Uniform User Fee would cover the cost for law enforcement services provided by the Beaufort County Sheriff's Office (BCSO) to the Town of Hilton Head Island.

The BCSO provides law enforcement services in the Unincorporated County and supports municipal police departments. Although the Town of Hilton Head Island is an incorporated municipality in Beaufort County, it does not have its own police force. Instead, the Town contracts with the BCSO for Law Enforcement Services.

The Law Enforcement Service Charge and Uniform User Fee is calculated to reflect the direct cost for services provided by the BCSO to the Town of Hilton Head Island. The report sets out a methodology to allocate those costs to the user of the services. The process is as follows:

- First, the total cost for BCSO law enforcement services provided to the Town of Hilton Head Island is documented. This cost reflects the actual cost for law enforcement services provided per the contract between BCSO and the Town.
- Second, the cost is allocated to residential and nonresidential land uses. This reflects the demand for law enforcement services from different users of the service.
- Finally, a service charge schedule is developed by type of land use. The summary schedule is shown below in Figure 1.

Figure 1. Beaufort County Law Enforcement Service Charge and Uniform User Fee Schedule

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
Beaufort County, South Carolina

OVERVIEW

Several incorporated jurisdictions in Beaufort County have municipal police departments (e.g., cities of Beaufort and Bluffton, town of Port Royal). In incorporated places with municipal police departments in Beaufort County, the Beaufort County Sheriff's Office (BCSO) assists on calls for service but is not the primary responder.

BCSO is the main law enforcement agency in Unincorporated Beaufort County and provides support to incorporated localities with law enforcement agencies. BCSO also provides law enforcement services directly to the Town of Hilton Head Island via a contract for services executed between Beaufort County and the Town. These law enforcement services are provided to the Town in lieu of the Town providing its own police force and is above the base level of law enforcement service provided to incorporated places in the County.

Prior to Fiscal Year 2021, the Town of Hilton Head Island paid Beaufort County directly for the contracted services. As of FY2021, the Town has indicated it will stop paying the contracted amount yet expects continuation of law enforcement services.

To recoup direct costs for law enforcement services provided by the BCSO to the Town of Hilton Head Island, the County is exploring a Law Enforcement Service Charge and Uniform User Fee District. The Law Enforcement Service Charge and Uniform User Fee District is calculated to allocate costs to different types of land uses based on a commensurate demand for services.

The BCSO responded to over 320,000 law enforcement calls for service in Beaufort County in calendar year 2019. Of those calls, approximately 97,000 were in the Town of Hilton Head Island, or 30 percent of total County law enforcement calls. The BCSO FY2021 budget is approximately \$32 million.

APPROACH AND METHODOLOGY

Approach

The approach to calculate the Law Enforcement Service Charge and Uniform User Fee is:

- Identify and quantify law enforcement costs provided by the BCSO to the Town of Hilton Head Island. This reflects the actual costs for law enforcement services consumed by the Town.
- Develop the Service Charge and Uniform User Fee methodology to allocate costs to land uses on the Town of Hilton Head Island.
- Calculate the Service Charge and Uniform User Fee and schedule based on the methodologies developed.

Methodology

The following is a summary of steps used to calculate the Law Enforcement Service Charge and Uniform User Fee reflecting the services provided by BCSO in the Town of Hilton Head Island. Each step is discussed in further detail in this section:

1. Calculate the cost for Law Enforcement Services provided in Town of Hilton Head Island. This is separate from countywide services provided in both the unincorporated and incorporated County (such as Civil Processing, Court Security, Forensics Services Lab, Bomb Squad).
2. Allocate BCSO law enforcement costs serving Hilton Head Island to residential and nonresidential development using functional population split (i.e., demand from residential versus nonresidential development).
3. Calculate costs per service unit for residential (per person) and nonresidential (per nonresidential vehicle trip) development.
4. Calculate service charge for residential and nonresidential land uses and produce a schedule of charges by type of land use.

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Cost for Law Enforcement Services provided In Town of Hilton Head Island

BCSO is a countywide agency. The range of services provided include Victims Advocate, School Resource Officers, Administration, Enforcement, Forensics Laboratory, Crime Suppression, Emergency Management, Communications, and Traffic Management. The total BCSO budget for FY21 is \$32 million. Of that amount, approximately \$4.4 million is spent on law enforcement services to the Town of Hilton Head Island. Detail is provided below.

Figure 2. FY2021 BCSO Budget for Town of Hilton Head Island Law Enforcement Services

	FY2021
Base Budget Positions^	\$3,704,257
Victim Advocate Officer	\$100,000
Benefits	\$504,000
Hilton Head Bar Patrol Overtime	\$75,000
Total HHI Cost	\$4,383,257
RBC Heritage Golf Tournament*	\$26,500

^ Reflects 41 positions

* Town of Hilton Head Island reimburses Beaufort County

As identified above, costs for services to Hilton Head Island reflect personnel (authorized at 41 positions), employee benefits, Victim Advocate Officer, and Hilton Head Bar Patrol Overtime. (BCSO also provides law enforcement services for the RBC Heritage Golf Tournament held on the Island. The Town reimburses the County for those services.)

The above calculated cost of \$4,383,257 is used to determine the proposed Law Enforcement Service Charge and Uniform User Fee. This figure can be adjusted as the budget changes.

BCSO Law Enforcement Costs for Hilton Head Island Allocated to Residential and Nonresidential Development

To allocate costs to land uses, functional population is used. Functional population is a standard methodology to apportion costs between residential and nonresidential development. Further detail is provided below.

Functional Population

Both residential and nonresidential development place demand on law enforcement services. To calculate the proportionate share between residential and nonresidential demand for a particular service or facility, a "functional population" approach is used. The functional population approach allocates the cost of law

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enforcement services to residential and nonresidential development based on the activity of residents and workers in the Town of Hilton Head Is and over a 24-hour time period.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in Hilton County are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the Town are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the Town working. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2017 data (the latest Origin-Destination data available from U.S. Census Bureau), residential development accounts for 75 percent of the functional population, while nonresidential development accounts for 25 percent.

Figure 3. Town of Hilton Head Island Functional Population

Hilton Head Town, SC (2017)				
Residential			Demand Hours/Day	Person Hours
Population*	76,698			
Residents Not Working	61,816		20	1,236,320
Employed Residents	14,882			
Employed in Hilton Head		8,898	14	124,572
Employed outside Hilton Head		5,984	14	83,776
		Residential Subtotal		1,444,668
		Residential Share =>		75%
Nonresidential				
Non-working Residents	61,816		4	247,264
Jobs Located in Hilton Head	23,471			
Residents Employed in Hilton Head		8,898	10	88,980
Non-Resident Workers (inflow commuters)		14,573	10	145,730
		Nonresidential Subtotal		481,974
		Nonresidential Share =>		25%
		TOTAL		1,926,642

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Seasonal/peak population; TischlerBise calculation from housing unit estimate and U.S. Census household size

The cost for the Beaufort County Sheriff's Office services provided in the Town of Hilton Head Is and is allocated to residential and nonresidential development using the above proportionate share factors. Results are shown below.

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Figure 4. Town of Hilton Head Island BCSO Law Enforcement Cost Allocated to Residential and Nonresidential Development

Hilton Head BCSO Law Enforcement Cost Allocated to Residential / Nonresidential		\$4,383,257
	<i>Functional Population *</i>	
Residential Proportionate Share	75%	\$3,287,443
Nonresidential Proportionate Share	25%	\$1,095,814
TOTAL COST	100%	\$4,383,257

* Functional population (see supporting figure)

Costs per Service Unit

Appropriate service units are identified for Law Enforcement Services. For residential development, population is the driver and is reflected in household size (i.e., persons per household) by type of housing unit. This captures demand from both year-round and seasonal housing units. Population is the appropriate service unit.

For nonresidential development, the appropriate service unit is vehicle trips. Vehicle trip rates are typically used for public safety-related fees and charges to reflect the relative demand for public safety services from nonresidential development. That is, vehicle trip rates are highest for commercial/retail development—reflecting demand from all activity (workers, shoppers, visitors) at a retail establishment. Conversely, industrial development has the lowest nonresidential trip rates and office development rates fall between the other two categories reflecting the level of activity at each type of facility.

BCSO Law Enforcement costs allocated between residential and nonresidential development are then divided by the applicable base year demand factors to determine a cost per demand factor—for residential, a cost per capita and for nonresidential, a cost per nonresidential vehicle trip.

Seasonal population in housing units is calculated to account for both year-round and seasonally-occupied housing units in Hilton Head Island. Nonresidential vehicle trips are calculated based on applicable vehicle trip rates and adjustment factors per the Institute of Transportation Engineers (ITE) applied to nonresidential land uses in Hilton Head Island. Data is based on the Beaufort County Development Impact Fee Study conducted by TischlerBise in 2019-2020. Details are provided in Appendix A.

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Figure 5. Town of Hilton Head Island BCSO Law Enforcement Cost per Service Unit

Hilton Head BCSO Law Enforcement Cost	\$4,383,257	
	Residential	Nonresidential
Proportionate Share %	75%	25%
Proportionate Share \$	\$3,287,443	\$1,095,814
Service Unit	Seasonal Population in Hsg Units	Nonresidential Vehicle Trips
Current Service Units (2020)*	79,046	64,997
Cost per Service Unit (rounded)	\$41.59	\$16.86

* See Appendix A for supporting detail

As shown, the calculated cost per person is \$41.59 and the cost per nonresidential vehicle trip is approximately \$16.86.

Service Charges and Uniform User Fees for Residential and Nonresidential Land Uses

Using the above factors, Law Enforcement Service Charges and Uniform User Fees for the Town of Hilton Head Island are calculated. The service charges are based on household size for residential development and vehicle trips per 1,000 square feet or hotel room for nonresidential development. Differentiating the service charge by housing type allows the results to reflect the level of demand (persons per household) from residential land uses. For residential development, the cost per person (\$41.59) is multiplied by household size to calculate the proposed service charge by type of unit. For nonresidential development, the cost per vehicle trip (\$16.86) is multiplied by trips per demand unit (either 1,000 square feet or lodging room) to calculate the proposed fee.

The schedule presented is meant to provide broad-based land use categories to capture the majority of types of land uses in the Town. Using ITF trip rates for nonresidential development allows additions to the schedule, as necessary.

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Figure 6. Law Enforcement Service Charge and Uniform User Fee Proposed Schedule

Residential

Service Charge Component	Cost per Person
Hilton Head BCSO Law Enforcement Cost	\$41.59
Total	\$41.59

Housing Type	Persons per Household [^]	Service Charge per Housing Unit
Single Family	2.42	\$101
Multifamily	2.11	\$88

[^] Source, U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Nonresidential

User Fee Component	Cost per Trip
Hilton Head BCSO Law Enforcement Cost	\$16.86
Total	\$16.86

Development Type	Demand Unit	Vehicle Trip Ends per Demand Unit*	Trip Adj. Factor*	Service Charge per Demand Unit
Retail	1,000 sq. ft.	37.75	38%	\$242
Office/Service	1,000 sq. ft.	9.74	50%	\$82
Industrial	1,000 sq. ft.	3.93	50%	\$33
Institutional	1,000 sq. ft.	10.72	50%	\$90
Lodging	Room	8.17	50%	\$69

* Source, Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

SUMMARY: LAW ENFORCEMENT SERVICE CHARGE AND UNIFORM USER FEE SCHEDULE

The figure below summarizes the proposed Law Enforcement Service Charge and Uniform User Fee schedule calculated to cover the costs incurred by BCSO to serve the Town of Hilton Head Island.

Figure 7. Proposed Law Enforcement Service Charge and Uniform User Fee Schedule

Land Use	Demand Unit	Service Charge per Demand Unit
Residential		
Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88
Nonresidential		
Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Given the above schedule and estimated base year development in the Town of Hilton Head Island, an estimate of revenue can be provided. Please note, cost factors have been rounded in the analysis and therefore the total revenue calculated does not equal the total cost.

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Figure 8. Law Enforcement Service Charge and Uniform User Fee Estimated Revenue

Land Use	Demand Unit	Service Charge per Demand Unit	Base Year Development	Estimated Revenue
Residential				
Single Family	Housing Unit	\$101	20,075	\$2,027,597
Multifamily	Housing Unit	\$88	14,438	\$1,270,525
			<i>Subtotal</i>	\$3,298,122
Nonresidential				
Retail	1,000 sq. ft.	\$242	2,724	\$659,168
Office/Service	1,000 sq. ft.	\$82	3,340	\$273,881
Industrial	1,000 sq. ft.	\$33	2,515	\$82,979
Institutional	1,000 sq. ft.	\$90	880	\$79,204
			<i>Subtotal</i>	\$1,095,231
			GRAND TOTAL *	\$4,393,353

* Does not equal total cost due to rounding

APPENDIX A: DEMOGRAPHIC ASSUMPTIONS

Population and Housing Characteristics

Per capita standards and persons per housing unit or persons per household are used to derive proportionate service charge amounts. Household sizes vary by housing unit type and, consequently, demand for services vary. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in service charge calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the calculations, the service charge methodology assumes all housing units will be occupied, thus requiring seasonal population to be used when deriving infrastructure standards.

According to the state of South Carolina's Department of Parks, Recreation, and Tourism, Beaufort County is the third most visited county in the state. Infrastructure and services are sized to accommodate not just permanent residents, but seasonal residents and workers as well. Therefore, TischlerBise recommends that service charges for residential development be calculated according to persons per household.

Based on housing characteristics, TischlerBise recommends using two housing unit categories for the service charges: (1) Single Family and (2) Multifamily. Each housing type has different characteristics resulting in a different demand for Law Enforcement services. Figure 9 shows the U.S. Census American Community Survey 2017, 5-Year Estimates data for the Town of Hilton Head Island. Single family units have a household size of 2.42 persons and multifamily units have a household size of 2.11 persons.

Figure 9. Town of Hilton Head Island Persons per Household

HILTON HEAD

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	29,905	19,771	1.51	12,341	2.42	58%
Multifamily [2]	9,570	14,219	0.67	4,527	2.11	42%
Total	39,475	33,990	1.16	16,868	2.34	

[1] Includes attached and detached single family homes

[2] Includes structures with 2+ units

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

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Base Year Population and Housing Units

As noted above, the Town of Hilton Head Island has permanent and short term (i.e., seasonal) residents. The current estimate of population, on which the service charge is based, accounts for full occupancy of residential units. Population estimates are based on assumptions in TischlerBise's Development Impact Fee Study (with data from the Beaufort County Transportation Model at the Traffic Analysis Zone (TAZ) level) and population estimates for the Town of Hilton Head Island from the U.S. Census.

Town of Hilton Head Island Housing Unit and Population Estimate (2020)

Current housing units by type of unit are estimated and used to derive current estimated seasonal population in the Town of Hilton Head Island. First, permanent population for the Town of Hilton Head Island is obtained from the U.S. Census for 2019 and updated to 2020 using growth rate assumptions from TischlerBise's Development Impact Fee Study. Next, the permanent population estimate is used to determine the estimated number of housing units in the Town. Then, persons per household (i.e., population in an occupied housing unit) is applied to the estimated number of housing units to calculate seasonal population in 2020. Detail is provided in the following two figures.

Figure 10. Town of Hilton Head Island Housing Unit Estimate (2020)

Hilton Head Permanent Population Estimate 2019 [1]	39,639
Estimated Growth 2019 to 2020 [2]	1.0%
2020 Hilton Head Permanent Population Estimate	40,035
Average Persons per Housing Unit [3]	1.16
Hilton Head Housing Unit Estimate 2020 [4]	34,513

[1] U.S. Census in Town of Hilton Head Island CAFR FY2019

[2] Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

[3] U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[4] Calculated. Permanent population / persons per housing unit

Figure 11. Town of Hilton Head Island Seasonal Population Estimate (2020)

Town of Hilton Head Island Housing Unit Estimate 2020	34,513			
	% Distr. [1]	# by Type	PPHH [2]	Seasonal Pop. Est.
Single Family Units	58%	20,075	2.42	48,582
Multifamily Units	42%	14,438	2.11	30,464
Total	100%	34,513		79,046

[1] U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

[2] Persons per Household, U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

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Base Year Employment and Nonresidential Floor Area

The Law Enforcement Service Charge and Uniform User Fee is also applied to nonresidential development as discussed in the body of this report. Nonresidential vehicle trips are calculated for the base year using employment and nonresidential square footage in the Town of Hilton Head Island.

Figure 12 provides detail on base year employment and nonresidential square footage in the Town of Hilton Head Island. Nonresidential square footage is estimated based on number of jobs by type of industry and square feet per employee factors derived from the Institute of Transportation Engineers (ITE).

As shown below, it is estimated that there are 22,780 jobs in the Town of Hilton Head Island as of 2020. The estimate is from Traffic Analysis Zone (TAZ) data, provided in the Beaufort County Transportation Model for TischlerBise's Development Impact Fee Study (2020). Jobs are converted to nonresidential square footage with factors shown in Figure 13.

Figure 12. Town of Hilton Head Island Employment and Nonresidential Square Footage by Industry (2020)

Industry	Employment (2020)*	%	Sq. Ft./Emp [^]	Nonres. Sq. Ft. (2020)*
Retail	6,379	28%	427	2,723,833
Office	9,911	44%	337	3,340,007
Industrial	4,004	18%	628	2,514,512
Institutional	2,486	11%	354	880,044
Total	22,780	100%		9,458,396

* Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

[^] Trip Generation, Institute of Transportation Engineers (ITE), 10th Edition (2017)

Square feet per employee conversion factors (indicated above) along with weekday trip rates (referenced in Figure 14) per demand unit are shown below in Figure 13.

Figure 13. Institute of Transportation Engineers Nonresidential Factors

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee	Emp Per Dmd Unit	Sq Ft Per Emp
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11	2.34	427
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28	2.97	337
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
610	Institutional/Hospital	1,000 Sq Ft	10.72	3.79	2.83	354

Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017)

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Nonresidential Vehicle Trips

Vehicle trip generation for nonresidential land uses are calculated using average daily (weekday) trip end rates and adjustment factors from the Institute of Transportation Engineers in *Trip Generation*, 10th edition. To estimate base year nonresidential vehicle trips in Town of Hilton Head Island, weekday trip ends per 1,000 square feet factors shown in Figure 13 are used.

For nonresidential land uses, a standard 50 percent adjustment is applied to Office, Industrial, and Institutional to allocate trips to the nonresidential (destination) land use (with the other trip end allocated to the originating land use). A lower vehicle trip adjustment factor is used for Retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination.

In Figure 14, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each nonresidential land use.

Figure 14. Town of Hilton Head Island Average Daily Nonresidential Vehicle Trips (2020)

Industry	Nonres. Sq. Ft. (2020)*	Vehicle Trip Ends per 1,000 Sq. Ft.^	Trip Adj. Factor^	Vehicle Trip Ends (2020)
Retail	2,723,833	37.75	38%	39,073
Office	3,340,007	9.74	50%	16,266
Industrial	2,514,512	3.93	50%	4,941
Institutional	880,044	10.72	50%	4,717
Total	9,458,396			64,997

* Beaufort County TAZ Transportation Model in TischlerBise Development Impact Fee Study (2020)

^ *Trip Generation*, Institute of Transportation Engineers (ITE), 10th Edition (2017)

APPENDIX B: LAND USE DEFINITIONS

Residential Development

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. It is anticipated that Beaufort County will collect the Law Enforcement Service Charge and Uniform User Fee from all residential units.

Single Family:

1. Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added, are counted in this category. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
 - Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 210

Multifamily:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.
 - Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 220, 221, 222

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
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Nonresidential Development

Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 820, 825, 823, 850, 875, 880

Office/Service: Establishments providing management, administrative, professional, or business services. By way of example, *Office/Service* includes banks, business offices, headquarter buildings, business parks, and research and development centers.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 710, 712, 714, 720, 750, 770

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 110, 130, 150, 154, 160, 170

Institutional: Establishments providing management, administrative, professional, or business services. By way of example, *Institutional* includes assisted living facilities, nursing homes, hospitals, medical offices, veterinarian clinics, schools, universities, churches, daycare facilities, government buildings, and prisons.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 520, 560, 565, 575, 580, 590

Lodging: Establishments that provide sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

- Examples of respective and related land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 310, 311, 312, 320, 330.

Law Enforcement Service Charge and Uniform User Fee Study: Approach and Findings
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APPENDIX C: COMPARISON LOCALITIES

Below is a list of communities with seasonal population demands and their respective Law Enforcement agency budgets. This is provided for comparison purposes only, at a high level, and is not meant to be exhaustive or reflective of a recommended level of service.

	Year Round Population	FY19 Police Budget (rounded)
City of Bluffton, SC	19,000	\$6,600,000
City of Beaufort, SC	13,357	\$4,500,000
Rehoboth Beach, DE	1,520	\$3,700,000
Gulf Shores, AL	12,517	\$6,200,000

Source: TischlerBise research from publicly available sources.

Beaufort County Sheriff's Office Contract with the Town of Hilton Head Island – Comparison of Service Levels

Service Population*: Unincorporated Beaufort County & including Hilton Head Island. The following population estimate includes Hilton Head Island, but excludes Beaufort, Bluffton and Port Royal municipalities: 175,000

Service Population: Hilton Head Island only: 65,000

Deputy Sheriffs per 1,000 Population in Unincorporated Beaufort County

In the absence of the Hilton Head Island contract for services, which provides for 42 deputies, the BCSO would have 208 officers available to serve the County; excluding the other municipalities:

-Based on 208 sworn deputy sheriffs with an estimated service population of 175,000

1.19 deputy sheriffs per 1,000 population

Deputy Sheriffs per 1,000 Population on Hilton Head Island

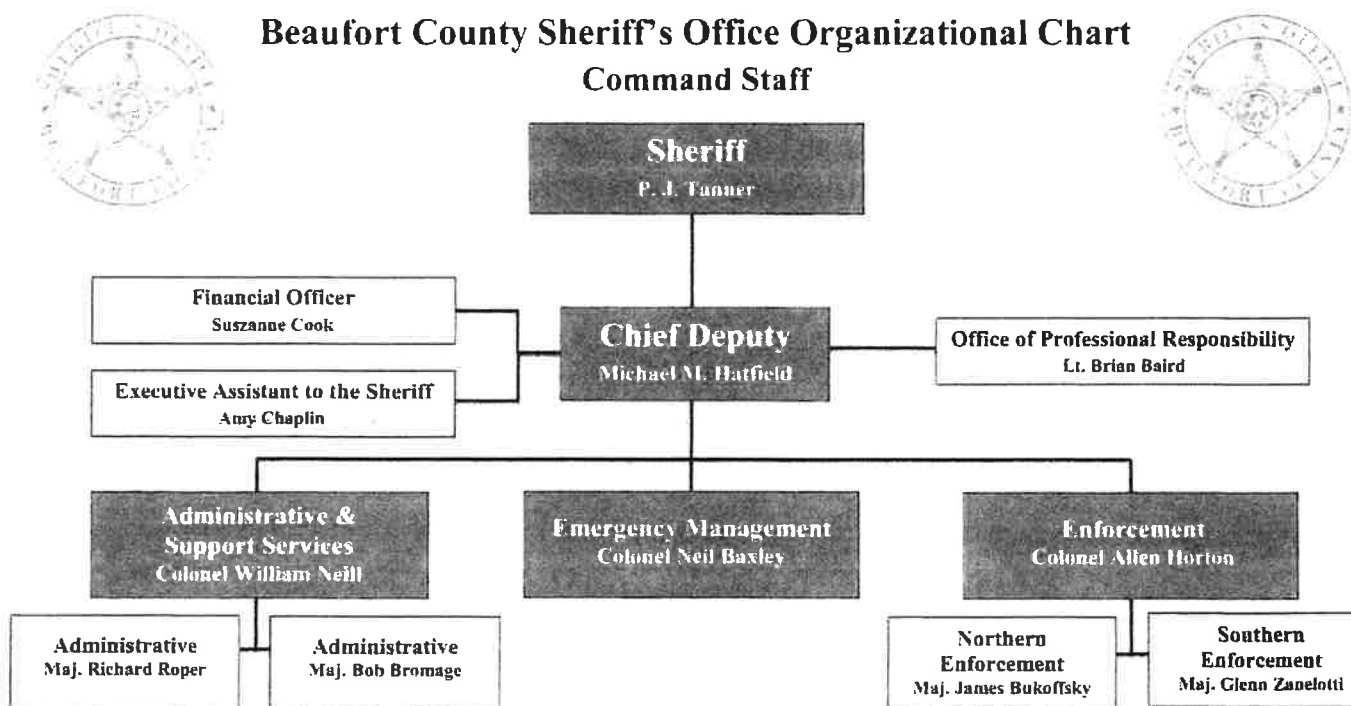
Hilton Head Island, because of the contract, is the only location with a guaranteed number of officers assigned per day. Because of the contract, Hilton Head Island has an additional level of service over and above the base level of 1.19 deputies per 1,000 in the rest of the County.

-Based on 42 sworn deputy sheriffs with estimated service population of 65,000

0.65 deputy sheriffs per 1,000 of population (net)

Total number of deputy sheriffs available on the Island: 1.84 per 1,000 of population

*Service population includes permanent population plus a year-round average of commuters, visitors and guests.

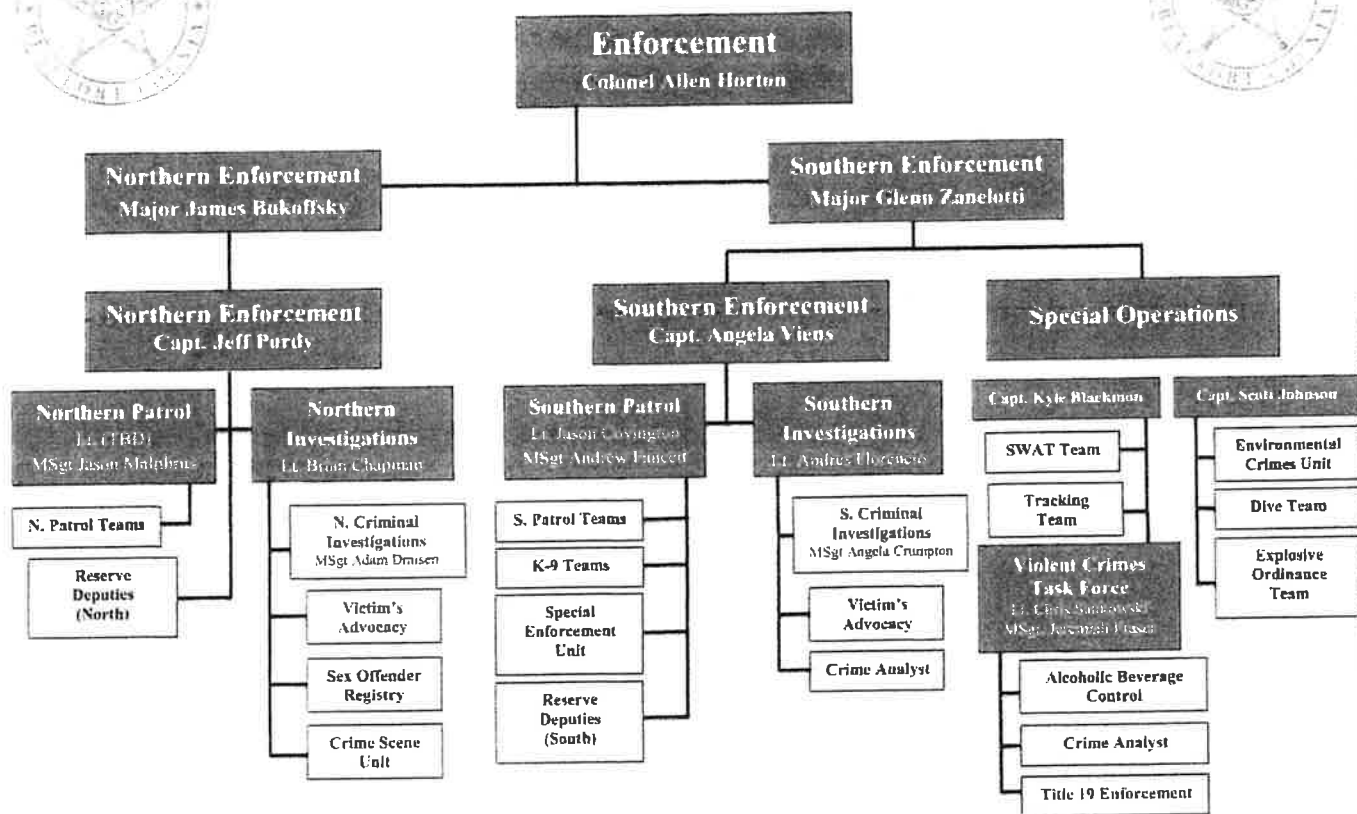


Effective: April, 2020

BC-HR-000554



Beaufort County Sheriff's Office Organizational Chart Enforcement Division

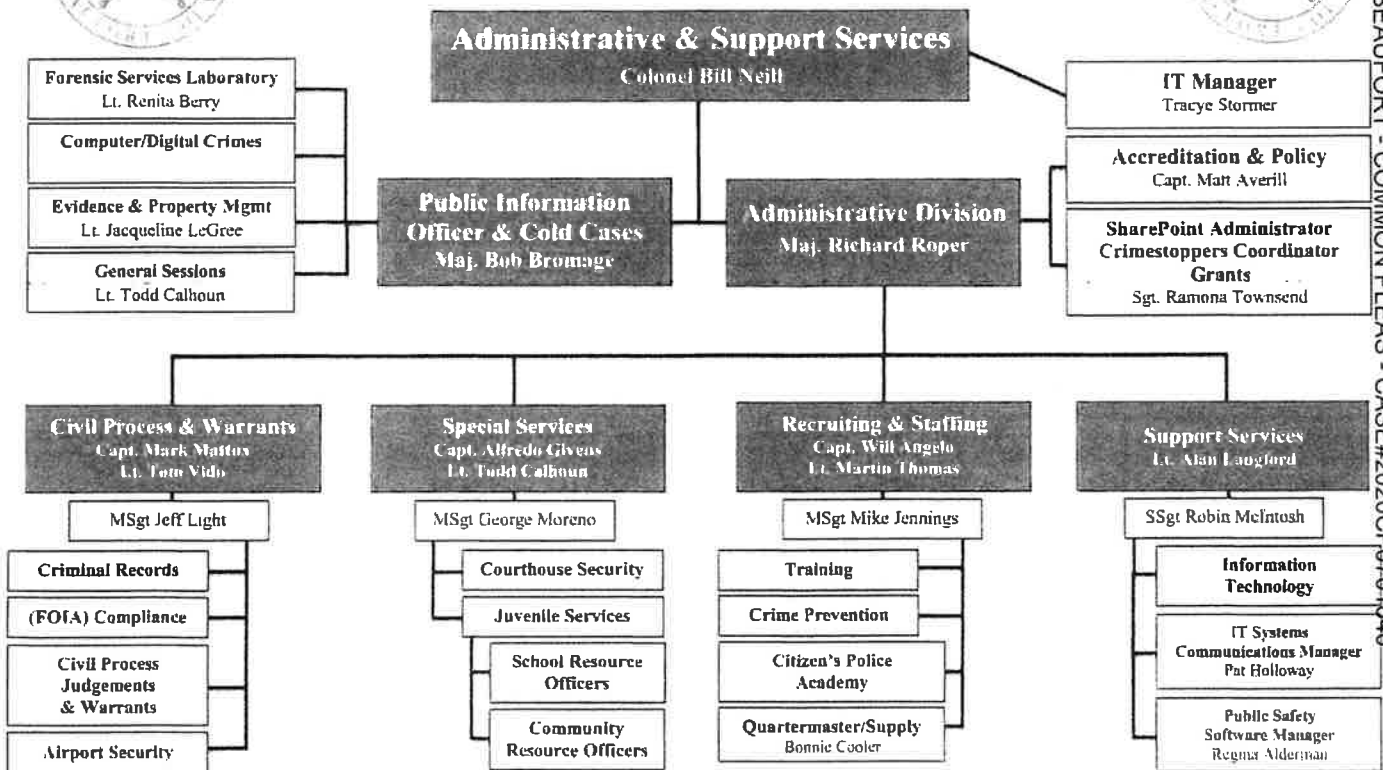


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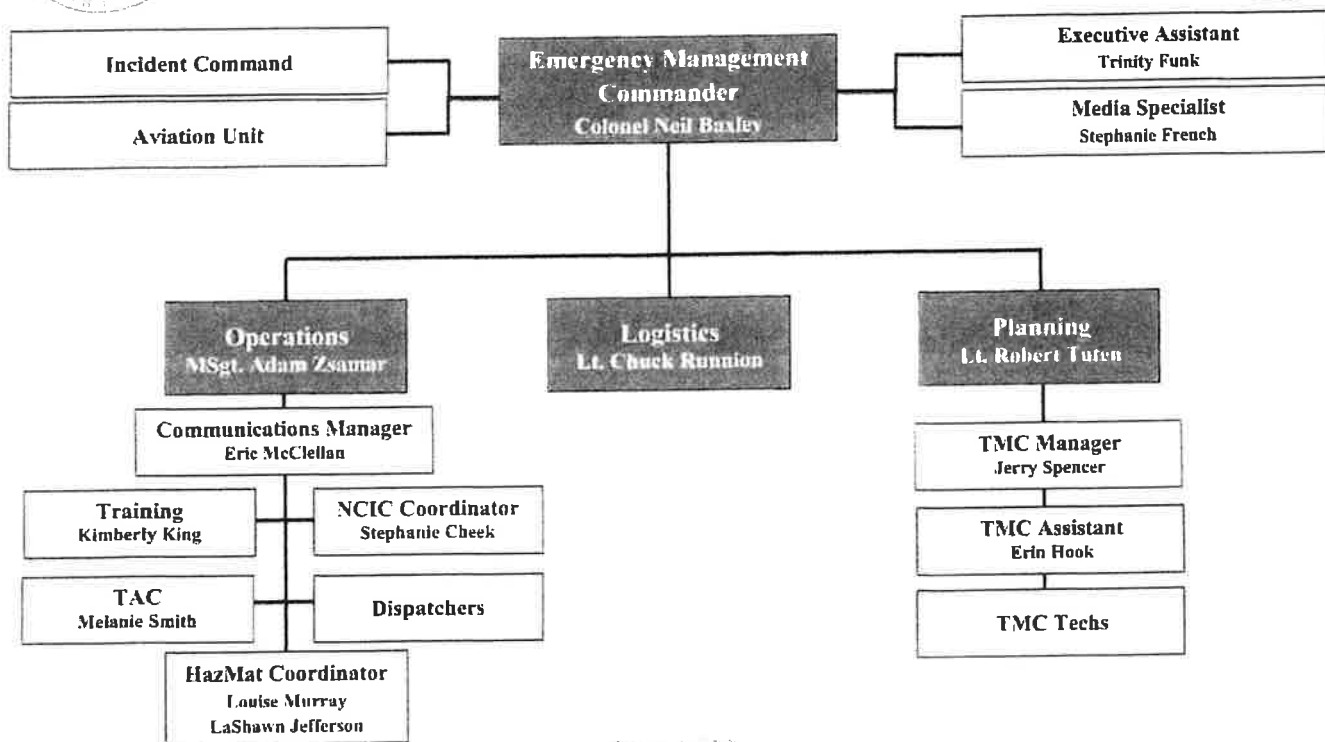
Beaufort County Sheriff's Office Organizational Chart Administrative & Support Services Division



(Revised April 2020)
BC_HH_000566



Beaufort County Sheriff's Office Organizational Chart Emergency Management Division



Effective: April 2020

BC-EMD-000567

EXHIBIT 4 TO STIPULATION OF FACTS
CASE NUMBER 2020-CP-07-1840

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of January, 2015, is made by and between the Town of Hilton Head Island (Town) and Beaufort County (County) and the Beaufort County Sheriff's Office (BCSO).

WITNESSETH:

WHEREAS, the Town has heretofore maintained a level of professional police protection for the benefit of the citizenry thereof through a law enforcement services contract with Beaufort County and the Sheriff's Office, and

WHEREAS, the Town is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, BCSO has agreed to render to the Town a high level of professional police service, and the Town is desirous of contracting for such service upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

- 1.1 **DEFINED TERMS**. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):
 - 1.1.1 **AGREEMENT**. "Agreement" shall mean this Agreement for Police Services between the Town, County and the BCSO.
 - 1.1.2 **ANCILLARY SERVICES**. "Ancillary Services" shall mean those other services listed on the attached Schedule "2" under heading "Ancillary Services" that BCSO shall provide within the Town Boundaries during the Term.
 - 1.1.3 **APPLICABLE LAWS**. "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters, and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceedings or actions to which the Person in question is a party or by which it or any of its property may be bound.

- 1.1.4 BASIC LAW ENFORCEMENT SERVICES. "Basic Law Enforcement Services" shall mean the basic contract of law enforcement services to be provided by BCSO pursuant to this Agreement as more particularly described on the attached Schedule "1".
- 1.1.5 BCSO. "BCSO" shall mean the duly elected and qualified Sheriff of Beaufort County, South Carolina and the staff of the Sheriff's Office in its entirety.
- 1.1.6 BCSO'S ADDRESS. "BCSO's address" shall mean Beaufort County Sheriff's Office, 2001 Duke Street, Beaufort, South Carolina 29902.
- 1.1.7 BEAUFORT COUNTY. "County" shall mean Beaufort County, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina and consisting of the geographical location with borders as prescribed by statute and including the municipalities of Beaufort, Port Royal, Bluffton and the Town of Hilton Head Island, South Carolina.
- 1.1.8 COMMAND OFFICER. "Command Officer" shall mean the Sheriff or his designee who will be deemed to be the officer responsible for the actions of the BCSO employees who provide the Services to the Town of Hilton Head Island.
- 1.1.9 CONSIDERATION. "Consideration" shall mean the quarterly payment and other amounts payable by the Town hereunder in consideration of the Services performed by BCSO.
- 1.1.10 COUNTY'S ADDRESS. "County's Address" shall mean Beaufort County, 100 Ribaut Road, Beaufort, South Carolina 29902
- 1.1.11 DEPUTY SHERIFF. "Deputy Sheriff" shall mean any person certified by the South Carolina Criminal Justice Academy as a law enforcement officer and commissioned by the Sheriff of Beaufort County to enforce the law in Beaufort County.
- * 1.1.12 EFFECTIVE DATE. "Effective Date" shall mean January 18, 2015.
- 1.1.13 EQUIPMENT. "Equipment" shall mean all equipment owned by the Town.
- 1.1.14 MARINE/BEACH PATROL. "Marine/Beach Patrol" shall mean the deployment of officers to repress and prevent criminal activities, investigate offenses, apprehend offenders, and furnish day to day law enforcement services to the waterways and beaches within the Town Boundaries as defined in Exhibit "A." The BCSO shall provide and maintain a Marine/Beach Patrol Team consisting of at least two (2) designated uniformed deputy sheriffs. The Marine/Beach patrol shall patrol as deemed necessary to provide specialized enforcement on the beaches and waterways within the Town Boundaries.

1.1.15 PATROL UNIT. "Patrol Unit" shall mean one uniformed officer and all standard police support equipment.

1.1.16 SHERIFF'S OFFICE ENFORCEMENT DIVISION/ SOUTHERN ENFORCEMENT BRANCH. Shall mean all deputy sheriffs assigned to enforcement duties within the Town Boundaries.

1.1.17 SHERIFF'S OFFICE JURISDICTION. "Sheriff's Office Jurisdiction" shall mean all land and waterways lying within the boundaries established by statute and known as the Town as specified in Municipal Code *Section 2-1-20 Corporate Boundaries* and in Exhibit "A."

1.1.18 SHERIFF'S PATROL. "Sheriff's Patrol" shall mean the deployment of deputy sheriffs to repress and prevent criminal activities, investigate offenses, apprehend offenders and furnish day to day law enforcement services within the Town Boundaries.

1.1.19 SHERIFF'S SUBSTATION. "Sheriff's Substation" shall mean that facility referred to as the "Hilton Head Office" on Hilton Head Island, SC.

* 1.1.20 TERM. "Term" shall mean three (3) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.

* 1.1.21 TERMINATION DATE. "Termination Date" shall mean January 31, 2018.

1.1.22 TOWN. "Town" shall mean the Town of Hilton Head Island, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina and located within the boundaries of Beaufort County, South Carolina.

1.1.23 TOWN ADDRESS. "Town Address" shall mean 1 Town Center Court, Hilton Head Island, South Carolina 29928.

1.1.24 TOWN BOUNDARIES. "Town Boundaries" shall mean the area within the municipal corporate boundaries of the Town as specified in Municipal Code *Section 2-1-20 Corporate Boundaries* and in Exhibit "A."

1.1.25 TOWN MANAGER. "Town Manager" shall mean the duly appointed Town Manager of the Town, who, on the effective date of this Agreement is Stephen G. Riley. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of the Town Manager shall have the same authority as that of the Town Manager.

1.1.26 TRAFFIC UNIT. "Traffic Unit" shall mean one uniformed deputy sheriff and all standard police support equipment assigned to a special team and shift to accomplish traffic patrol, auto accident investigation and traffic control.

- 1.1.27 **UNIFORMED OFFICER.** "Uniformed Officer" shall mean a uniformed deputy sheriff employed by BCSO.

ARTICLE II GENERAL AGREEMENT TERMS

- 2.1 **INTERPRETATION.** Each definition in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.
- 2.2 **ACCOUNTING TERMS.** All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.
- 2.3 **CROSS REFERENCES.** Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.
- 2.4 **CONTRACTOR RELATIONSHIP.** Town hereby retains County and the BCSO as an independent contractor to provide the Services within the Town Boundaries subject to the terms and conditions contained herein. In addition, County and the BCSO shall also provide the Ancillary Services for the benefit of the Town, subject to availability, when County and the BCSO deems same necessary or desirable. This is inclusive of Basic and Ancillary Services listed under Schedule "1" and "2".
- 2.5 **NO PARTNERSHIP.** The relationship between the Town, County and the BCSO shall be solely as set forth herein. No party shall be deemed the employee, agent, partner or joint venture of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the Town nor County and the BCSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the Town, County and the BCSO shall remain their own employees, agents or representatives, and

shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The Town, County and the BCSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

ARTICLE III TERM & TRANSITION PERIOD

- 3.1 **TERM.** This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The Town shall have the option to extend the Term upon the same terms and conditions contained herein.
- 3.2 **TERMINATION OF CONTRACT.** Should the Town determine that it desires to provide police services through its own police force, the Town shall notify Beaufort County and the BCSO, within 10 days of formal Town Council Action.
- 3.3 **TRANSITION PERIOD.** A transition period of not more than eighteen months (18) shall commence upon the County's receipt of formal notification of termination of this Agreement, for any reason by the Town. The County and the BCSO shall be bound by the same terms and conditions set forth herein during the transition period, unless the Town hires a number of BCSO deputy sheriffs that would significantly impact the ability of the BCSO to meet the terms of this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF TOWN

- 4.1 **REPRESENTATIONS AND WARRANTIES OF TOWN.** The Town represents, warrants and covenants to County and the BCSO as of the date hereof and throughout the Term of this Agreement that:
 - 4.1.1 **EXISTENCE.** The Town is and will remain duly organized, validly existing and in good standing under the laws of the State of South Carolina, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the Town has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
 - 4.1.2 **BREACH.** Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which Town is a party or by which Town is bound, (b) result in the violation by the Town of any provision of any Applicable Law applicable to Town or to which Town may be subject, (c) violate or conflict with any charter or other document

governing the actions of Town, or (d) require Town to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The Town is not in default with respect to any order, judgement, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

4.2 REPRESENTATIONS AND WARRANTIES OF COUNTY AND THE BCSO. County and the BCSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

4.2.1 DULY ELECTED. P.J. Tanner is the duly elected Sheriff of Beaufort County, South Carolina, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

4.2.2 ENFORCEABLE. This Agreement has been duly executed and delivered to County and the BCSO and constitutes the valid and legally binding obligation of County and the BCSO enforceable in accordance with its terms.

4.2.3 BREACH. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material agreement or any license, permit or other governmental authorization to which County and the BCSO is a party or by which County and the BCSO is bound, (b) result in the violation by the County and the BCSO of any provision of any Applicable Law applicable to the County and the BCSO or to which County and the BCSO may be subject, (c) violate or conflict with any charter or other document governing the actions of County and the BCSO, or (d) require County and the BCSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. County and the BCSO is not in default with respect to any order, judgement, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

ARTICLE V STAFFING AND LEVELS OF SERVICE

5.1 STAFFING. Commencing on the Effective Date, BCSO shall schedule, provide and employ the personnel necessary to provide the services within the Town Boundaries in accordance with the articles of this Agreement and outlined in the Description of Services and Ancillary Services attached hereto as Schedule "1"

and "2". BCSO shall have the sole responsibility and control over setting Policy, Procedures and Standards and, provided BCSO complies with the Basic Service requirements set forth in Article V of this Agreement, all other matters related to performing the Services and Ancillary deployment within the Town Boundaries of BCSO deputy sheriffs.

- 5.2 SOUTHERN ENFORCEMENT BRANCH ASSIGNMENT CHANGES. The BCSO shall maintain duty assignments in accordance with existing command and control structure of the Sheriff's Office, as well as established policies and procedures.
- 5.3 DISTRICT COVERAGE. Two (2) geographical divisions are currently established as Patrol Areas on Hilton Head Island known as 5A and 5B. These two areas shall be maintained in accordance with established procedures of the BCSO.
- 5.4 NO EMPLOYMENT RESPONSIBILITY. All BCSO employees shall not be considered employees of the Town for purposes of pension benefits, insurance benefits, compensation and/or any status or right. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workmen's compensation, vacation or compensatory time, sick leave benefits or any other amenities of employment to any BCSO employee whatsoever arising out of BCSO's employment of such Deputy Sheriffs and such Deputy Sheriff's performance of the services.
- 5.5 ASSIGNMENT OF POLICE POWERS. As sworn, certified, commissioned deputy sheriffs, each deputy sheriff assigned to duties within the Town Boundaries shall be vested with the authority by the Town to enforce such municipal ordinances as may be necessary in the performance of their duties under the Terms of this Agreement.

ARTICLE VI SOUTHERN ENFORCEMENT BRANCH COMMAND

- 6.1 COMMAND OFFICER. At all times during the Term, BCSO shall employ a Command Officer to exercise authority over the Southern Enforcement Branch of the Enforcement Division. The Command Officer shall meet and confer with the Town Manager or his designee as needed, for the purpose of maintaining the viability and vitality of this Agreement.
- 6.2 LOCATION OF COMMAND OFFICER. The Command Officer of the Southern Enforcement Branch shall maintain his or her principal office at the Sheriff's Substation located on Hilton Head Island, South Carolina.

ARTICLE VII DISPATCHING SERVICES

- 7.1 RADIO PROCEDURES. All radio traffic generated by BCSO personnel shall take place on "channels" and "talk groups" as prescribed in existing BCSO standardized Policies and Procedures.
- 7.2 EMERGENCY RESPONSE GRID SYSTEM. The Grid system established by the Beaufort County Communications Center shall be utilized for all reporting and call tracking conducted by the BCSO.
- 7.3 DISPATCHING SERVICES. All calls for Sheriff's emergency services placed to Hilton Head Island Communications Center will be transferred to Beaufort County Communications Center using a "One Button" transfer system. All calls for service for Hilton Head Island for other than Sheriff's services placed to Beaufort County Communications Center will be transferred to Hilton Head Island Communications Center using a "One Button" transfer system. The Beaufort County Communications Center will serve as a back-up for the Hilton Head Island Communications Center 24 hours a day and seven days a week. The Hilton Head Island Communications Center will serve as a back-up for the Beaufort County Communications Center 24 hours a day and seven days a week. To insure that each Communications Center has the resources necessary to perform the back-up function for the other center, the following types of information will be shared between the centers: (1) geographic and address data relative to the territory being backed-up; (2) operational procedures which have been mutually agreed to by the management of each center relative to providing the back-up function; and (3) sharing of planning information so that each center may properly equip itself to perform the back-up function.

ARTICLE VIII MUNICIPAL COURT

- 8.1 DEPUTY APPEARANCE AT COURT. All deputy sheriffs appearing in Municipal Court shall adhere to Uniform Standards as set forth in the BCSO Policies and Procedures Manual. All deputy sheriffs shall make every reasonable effort to notify the Court in the event of their delay, absence or request for continuance of a pending case.
- 8.2 OFFENSES TO BE HEARD IN MUNICIPAL COURT. All municipal level, traffic, and boating related offenses occurring within the Town Boundaries of Hilton Head Island shall be scheduled before the Municipal Court by Deputy Sheriffs assigned to the Southern Enforcement Branch; except where there is a conflict of interest, in which case, the matter shall be assigned to the Magistrate's Court.

ARTICLE IX CONSIDERATION

- 9.1 **CONSIDERATION.** In consideration of the services provided hereunder, the Town agrees to pay BCSO the Consideration in equal quarterly installments commencing at the end of the first full quarter after the Effective Date of this agreement. Should the term commence or end on other than the first or last day respectively of a calendar quarter, the quarterly installment due for said quarter shall be prorated accordingly. BCSO shall provide the Town with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The increase shall be calculated on the total consideration paid in the prior year. BCSO and Town agree and understand that BCSO shall make every reasonable effort to limit the annual increase in the Consideration, and shall consider an increase only when other alternatives are insufficient to meet the needs of the Town and BCSO under the terms and conditions of this agreement.
- 9.2 **SERVICE CREDITS.** The above stated Consideration for services to be provided is agreed to based on BCSO providing the services at the levels stated within this agreement. The Town shall be entitled to a credit for each level of service not attained for that quarter and shall be deducted from the Consideration payment. Any level not attained or maintained for a period of three (3) consecutive months shall constitute a breach of this agreement. Said credit shall be calculated using the actual cost of providing that annual level of service divided by 12, times the percent of service not provided then times the number of months the service was not provided.
- 9.3 **ANNUAL REVIEW.** On an annual basis, the Town and BCSO will review current service levels and proposed service level alterations. The proposed Consideration shall be determined after the completion of the Annual Review that will occur simultaneous to the Annual Proposed Budget Process.
- 9.4 **SERVICES RENDERED STATEMENT.** The BCSO shall provide to the Town, on a quarterly basis, a bill for services budgeted for annually. A monthly report (Exhibit "C") for each month in the quarter shall be provided to support the billing detailing the percentage of time spent by each position identified in the contract for services rendered. Positions are billed based on the entry level salary for each classification.

ARTICLE X REPORTS

- 10.1 BCSO shall deliver reports as outlined in Exhibit "B" according to schedule contained therein.

ARTICLE XI GRANTS AND FUNDS

- 11.1 **GRANT FUNDS AND MISCELLANEOUS REVENUES.** The BCSO shall seek grant funding as deemed appropriate under direction from the Sheriff. The BCSO shall retain all funds and equipment gained through grant awards as established in existing BCSO policies.

ARTICLE XII INSURANCE

- 12.1 **BCSO OBLIGATIONS.** BCSO shall maintain general liability and tort insurance policies in the amounts as established by state statute and county policy. BCSO shall maintain these insurance policies throughout the Term. BCSO shall provide the Town with copies of the insurance policies required hereunder and all renewals thereof. The Costs of these insurance policies shall be the sole obligation of the County and the BCSO.

ARTICLE XIII DEFAULT

- 13.1 **DEFAULTS.** The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party").
- 13.2 **PAYMENT.** Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, insurance or any other obligations, within thirty (30) days after such is due hereunder; or
- 13.3 **PERFORMANCE OF SERVICES.** Failure of BCSO to perform the Services as required herein at any time during the Term; or
- 13.4 **OTHER PERFORMANCE.** Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any misrepresentation or breach of any representation or warranty herein thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
- 13.5 **DEFAULT.** Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- 13.6 **REMEDIES.** Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies

otherwise set forth in this Agreement, elect any one or more of the following remedies:

- 13.6.1 Terminate and cancel this Agreement; or
- 13.6.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or
- 13.6.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
- 13.6.4 Seek specific performance of any covenant or obligation of the Defaulting party hereunder; or
- 13.6.5 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of South Carolina
- 13.7 SEPARABILITY. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative and the exercise of any such right or remedy by the Non-Defaulting party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.
- 13.8 WAIVER. No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder.
- 13.9 FORCE MAJEURE. If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotion's, Acts of God, governmental restrictions or regulations or interference's, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

13.10 ATTORNEY'S FEES. In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to seek payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

13.11 COUNTY AND BCSO ACKNOWLEDGMENT. County and the BCSO do hereby acknowledge that the Town is entering into this Agreement in reliance upon County's and the BCSO's obligations herein imposed for the Term. Accordingly, County and the BCSO agree that it shall have the right to terminate this Agreement only as permitted in this Section.

ARTICLE XIV INDEMNIFICATION

14.1 The County and the BCSO shall assume liability for, defend against, and secure the Town from all costs or damages for injury to persons or property caused by the negligence or intentional misconduct of the Sheriff's personnel in providing or failing to provide general law enforcement services, as outlined in this Agreement, to the Town provided the liability is not the result of Town policy.

ARTICLE XV MISCELLANEOUS

15.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to Town, to it at Town's address; if to BCSO, at BCSO's address and to the County at its address. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

15.2 NON-ASSIGNABILITY. Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

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

Suzanne Cook
WITNESS

BEAUFORT COUNTY

By:

Gary Kubic
Gary Kubic, Beaufort County
Administrator

BEAUFORT COUNTY SHERIFF'S
OFFICE

By:

P. J. Turner
P. J. Turner, Beaufort County
Sheriff

Suzanne Cook
WITNESS

TOWN OF HILTON HEAD ISLAND

By:

Stephen G. Riley
Stephen G. Riley, TMA-CA,
Town Manager

P. C. Hubbard
WITNESS

AGREEMENT FOR POLICE SERVICES

EXHIBIT "A"

Municipal boundaries:

The municipal corporate boundaries of the Town of Hilton Head Island, SC are specified in Municipal Code Section 2-1-20, Corporate boundaries

Statutory Provisions:

Section 5-7-140. Extension of police jurisdiction and authority of municipalities bordering on high tide line or high water mark of navigable body of water.

- (A) The corporate limits of any municipality bordering on the high-tide line of the Atlantic Ocean are extended to include all that area lying between the high-tide line and one mile seaward of the high-tide line. These areas are subject to all the ordinances and regulations that may be applicable to the areas lying within the corporate limits of the municipality, and the municipal ordinances where the misdemeanor occurred in the area defined in this section.
- (B) The corporate limits of any municipality bordering on the high-water mark of a navigable body of water, other than the Atlantic Ocean, are extended to include all that area lying between the high-water mark and the low-water mark. These areas are subject to all of the ordinances and regulations that may be applicable to the areas lying within the corporate limits of the municipality, and the municipal courts have jurisdiction to punish individuals violating the provisions of the municipal ordinances where the misdemeanor occurred in the areas defined in this section.

Section 5-7-150 Coastal municipalities' criminal jurisdiction over piers and other structures and waters of the ocean.

Every coastal municipality has criminal jurisdiction over piers and other structures and the waters of the ocean, a sound, or an inlet within one mile of those portions of the strand within the corporate limits. The corporate limits of the municipality are extended in a straight line from the strand into the ocean, inlet, or sound from the point where the corporate limits of the municipality reach the high-water mark of the strand. If an extension overlaps with the criminal jurisdiction of another political subdivision, the jurisdiction of each political subdivision extends to the equidistant point from the high-water mark of each strand.

AGREEMENT FOR POLICE SERVICES

Exhibit "B"

Reports

Crime Statistics (Due Annually)

SLED "Crime in South Carolina" annual report

FBI "National Trends" annual report

Victims/Witness Advocacy Program (Due Annually)

Number of victims served

Police Patrol (Due Annually)

Calls for Police Patrol Services

Calls for Service per Patrol Unit

Average Response Time in Minutes from Dispatch to Scene (Citizen Generated)

Dispatched Calls

Criminal Investigation (Due Annually)

Number of Cases Assigned per Investigator

Number of Cases Cleared per Investigator

Quarterly Report

Crimes Against Persons

Crimes Against Property

Vehicle Collisions

Offense Clearances

Drug Violations

Tickets Written for Municipal Court

Additional Offenses

UCR Reports

AGREEMENT FOR POLICE SERVICES

EXHIBIT "C"

AREA ASSIGNMENT FORM

AGREEMENT FOR POLICE SERVICES

SCHEDULE "1"

BASIC LAW ENFORCEMENT SERVICES

1. SHERIFFS PATROL. The BCSO shall provide a minimum of four (4) staffed patrol units on duty 24 hours a day, seven days a week to provide basic sheriffs patrol within the Town Boundaries.
2. PATROL UNIT SUPERVISOR. In addition to the minimum staffing requirements above, staffing shall consist of not less than one (1) "Patrol Unit Supervisor" on duty at all times, responsible for basic law enforcement patrol activities within the Town boundaries 24 hours per day, seven days a week.
3. MARINE/BEACH PATROL. The BCSO shall provide and maintain a Marine/Beach Patrol Team consisting of at least two (2) designated uniformed deputy sheriffs. The Marine/Beach patrol shall patrol as deemed necessary to provide specialized enforcement on the beaches and waterways within the Town Boundaries.
4. EVIDENCE TECHNICIAN. The BCSO shall provide one deputy sheriff whom is tasked primarily with the collection, cataloging, custody and preservation of evidence collected at crime scenes within the Town Boundaries.
5. CRIMINAL INVESTIGATORS. The BCSO shall provide three (3) deputy sheriffs assigned to investigate major criminal incidents occurring within the Town Boundaries.
6. DRUG INVESTIGATORS. The BCSO shall provide two (2) deputy sheriffs assigned to enforce narcotics laws within the Town Boundaries.
7. CLERK. The BCSO shall provide three (3) clerks assigned to the Sheriff's Substation on Hilton Head Island for the purpose of performing administrative duties such as correspondence and record keeping.
8. VICTIM'S ADVOCATE. The BCSO shall provide one deputy sheriff who is assigned as the Victim's Advocate to work with victims of crimes occurring within the Town Boundaries in compliance with state statutes.
9. COMMAND OFFICER. At all times during the Term, BCSO shall employ a Command Officer to exercise authority over the Southern Enforcement Branch of the Enforcement Division. The Command Officer shall meet and confer with the Town Manager or his designee as needed, for the purpose of maintaining the viability and vitality of this Agreement.

AGREEMENT FOR POLICE SERVICES

SCHEDULE "2"

DESCRIPTION OF ANCILLARY SERVICES

As indicated under definition 1.1.2 *Ancillary Services* any and all auxiliary and support services to include:

- Lab services
- K-9 support
- Special Response Team (SWAT)
- Crisis Negotiations
- Animal Control
- Airport Security
- School Resource Officer
- Civil Service
- Warrant Service
- Records Management
- Command
- Bomb Team
- ICE Enforcement
- DNA Lab
- Sex Offender Registry
- AFIS System

And other support services as currently provided to the Town of Hilton Head Island.

EXHIBIT 5 TO STIPULATION OF FACTS
CASE NUMBER 2020-CP-07-1840

3 THE TOWN OF HILTON HEAD
4 ISLAND, SOUTH CAROLINA,

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CIVIL ACTION NUMBER
2020-CP-07-1840

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CCR

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THE TOWN OF H.H.I. vs BEAUFORT COUNTY, S.C.
2020-CP-07-1840 - P.J. TANNER

2

1 APPEARANCES OF COUNSEL:

2

3 FOR THE INTERVENORS/PLAINTIFF, THE TOWN OF
4 HILTON HEAD ISLAND, SOUTH CAROLINA:

5 CURTIS L. COLTRANE, ESQUIRE
6 Coltrane & Wilkins, LLC
7 2 Park Lane
8 Unit 301
9 Hilton Head Island, South Carolina 29928
10 843.785.5551
11 curtis@coltraneandwilkins.com

12

13 FOR THE DEFENDANT/PLAINTIFF BEAUFORT COUNTY,
14 SOUTH CAROLINA:

15 M. DAWES COOKE, JR., ESQUIRE
16 Barnwell Whaley Patterson & Helms, LLC
17 211 King Street
18 Suite 300
19 Charleston, South Carolina 29401
20 843.577.7700
21 mdc@barnwell-whaley.com

22

23 AND

24

25 VIA VIDEOCONFERENCE

26

27 THOMAS J. KEAVENY, II, ESQUIRE
28 Beaufort County Attorney
29 Post Office Box 1228
30 Beaufort, South Carolina 29901
31 843.255.2025
32 tkeaveny@bcgov.net

33

34 FOR THE BEAUFORT COUNTY SHERIFF'S OFFICE:

35

36 DANIEL F. GOURLEY, II
37 General Counsel
38 Beaufort County Sheriff's Office
39 1501 Bay Street
40 Beaufort, South Carolina 29901
41 843.255.3284
42 daniel.gourley@bcgov.net

43



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3

1 APPEARANCES OF COUNSEL (continued):

2 FOR THE DEFENDANT, JAMES BECKERT:

3 VIA VIDEOCONFERENCE

4 JAMES A. BROWN, ESQUIRE
5 Jim Brown Law Offices, P.A.
6 1600 Burnside Street
Suite 100
7 Beaufort, South Carolina 29902
843.470-0003
lawoffice@lojbpa.com

8 ALSO PRESENT (via videoconference):
9 James Beckert (Defendant)

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1	D O C U M E N T A R Y E V I D E N C E		
2	NUMBER	DESCRIPTION	PAGE
3	PX-1	Email from Cheryl Harris to	10
4		P. J. Tanner dated	
5		April 30, 2019, Subject:	
6		Agreement for Police Services	
7		with attached 4/30/2019	
8		letter from Ashley Jacobs Bates	
9		Stamp BC_HHI__002965 through	
10		BC_HHI__002966 (2 pages)	
11	Px-2	Letter to Ashley Jacobs, County	11
12		Administrator, dated May 8, 2019	
13		from P.J. Tanner (5 pages)	
14	PX-3	Affidavit of P. J. Tanner dated	15
15		10/15/2020 (3 pages)	
16	PX-4	Affidavit of P. J. Tanner in	16
17		Response to Plaintiffs' Motion	
18		for Summary Judgment dated	
19		January 26, 2021 (5 pages)	
20			
21			
22			
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1 P R O C E E D I N G S

2 * * * * *

3 THE HONORABLE P. J. TANNER,
4 having been produced and first duly sworn as a
5 witness, testified as follows:

6 DIRECT EXAMINATION

7 BY MR. COLTRANE:

8 Q Sheriff Tanner, as you know, my name is
9 Curtis Coltrane. We are here today for a
10 discovery deposition.

11 Have you sat for a discovery deposition
12 before?

13 A I have sat for several depositions
14 during my career, and I believe they were
15 referred to as discovery depositions.

16 Q And for today, there are certain rules
17 that I am required to tell you about.

18 MR. BROWN: Excuse me. Madam
19 Court Reporter, we cannot hear the
20 questions. I can hear the sheriff, but
21 I cannot hear --

22 MADAM COURT REPORTER: Okay. You
23 might have to change seats so this
24 picks you up.

25 Let me try one more thing. Maybe



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1 I didn't change -- hold on one second.

2 There we go.

3 Okay. Try it again.

4 BY MR. COLTRANE:

5 Q Once we begin, you are required to
6 answer the questions. You cannot consult with
7 the other lawyer in here. If Mr. Cooke makes
8 any objection, or Mr. Brown, if he's on, makes
9 an objection, please stop until the objection
10 has been dealt with and then answer the
11 question.

12 If you, for any reason, need to stop
13 and recess, just say so, and we'll accommodate
14 that. I don't think that'll be an issue?

15 MR. COLTRANE: Anything else you
16 think we need?

17 MR. COOKE, JR.: I think we're
18 good.

19 BY MR. COLTRANE:

20 Q You are also allowed to read and sign
21 your deposition. The court reporter will send
22 it to you.

23 You can read and sign it. You're not
24 allowed to change anything. It is a right you
25 have that you can exercise or waive as you



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1 choose?

2 A Okay.

3 Q Which would you like to do?

4 A Well, I mean, I'm sure when I receive
5 the deposition, I will read it and sign it at
6 that time, but that's not something that will be
7 done today unless I --

8 Q No. No. It won't be done -- it won't
9 be done today. They'll send it to you. You
10 read it, sign it, sent it back to them.

11 A Okay.

12 Q Okay.

13 MR. COLTRANE: The Sheriff will
14 read and sign.

15 BY MR. COLTRANE:

16 Q Sheriff Tanner, would you please state
17 your full name?

18 A My full name is Phennis, P-h-e-n-n-i-s,
19 middle name Jesse, J-e-s-s-e, Tanner,
20 T-a-n-n-e-r.

21 Q And you are a resident of Beaufort
22 County, South Carolina; is that correct?

23 A I am.

24 Q And you are the duly elected sheriff of
25 Beaufort County, South Carolina; is that



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1 correct?

2 A I am.

3 Q And when were you first elected to the
4 office of sheriff of Beaufort County?

5 A 1998.

6 Q And have you served continuously as
7 sheriff of Beaufort County from and after 1998?

8 A I have.

9 Q And as the sheriff of Beaufort County,
10 if you can briefly describe your obligations
11 with respect to patrolling Beaufort County,
12 South Carolina?

13 A My mission is to provide public safety
14 to all citizens and guests of Beaufort County,
15 which is 923 square miles of land, water, and
16 air.

17 Q And is -- and is -- and do you complete
18 that mission as best as you can on a daily
19 basis?

20 A I do, and the statute requires me to do
21 so.

22 Q Without going into a long, long
23 discussion of that, I'm going to hand you a
24 document that's been marked as Exhibit 1, and
25 ask you if you recall receiving this, and



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1 specifically the second page, which is a letter
2 of April 30, 2019.

3 A I do recall receiving this letter.
4 Included with this letter was a verbal
5 conversation prior to receiving the letter with
6 Ashley Jacobs, the County Administrator on April
7 30, 2019.

8 MR. COLTRANE: I ask that the
9 letter be marked as Exhibit 1 to the
10 deposition.

11 MR. COOKE, JR.: No objection.
12 (Whereupon, Plaintiff's Exhibit
13 Number 1 was marked for
14 identification.)

15 BY MR. COLTRANE:

16 Q Sheriff Tanner, I'm going to hand --
17 did you respond to the correspondence of Ms.
18 Ashley Jacobs that is now marked as Exhibit 1?

19 A I responded to her verbally and in
20 writing.

21 Q I'm going to hand you a document that
22 is marked as Exhibit 2, and would ask you if
23 this is your written response to the letter of
24 Ms. Ashley Jacobs that is now in evidence as
25 Exhibit 1.?



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1 MR. COLTRANE: Oh, sorry.

2 MR. GOURLEY, II: Thank you.

3 THE WITNESS: It appears to be my
4 response in writing and the signature
5 on this document appears to be mine.

6 (Whereupon, Plaintiff's Exhibit
7 Number 2 was marked for
8 identification.)

9 BY MR. COLTRANE:

10 Q Sheriff Tanner, are the statements in
11 your correspondence of May 8, 2019, now marked
12 as Exhibit 2, to Ms. Jacobs, were they accurate
13 at the time that you made them?

14 A At the time on May 8th, 2019 they were.

15 Q Has anything changed from and after May
16 8, 2019 that would change the responses in your
17 correspondence that is now marked as Exhibit 2?

18 A Having the ability to remember 2019 is
19 -- is one thing that we can do, but also, unless
20 I were to read through this document, I could
21 only fairly respond to any changes. And that's
22 kind of a broad question, whatever changes may
23 be considered now in comparison to 2019, but I
24 don't recall that there would be any changes. I
25 mean, I wrote that response in 2019. I mean, I



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1 could go through it line by line, paragraph by
2 paragraph, to see if there's any changes now in
3 2023 in comparison to that, but I don't believe
4 there is.

5 Q Other than your correspondence to Ms.
6 Jacobs of May 8, 2019 now marked as Exhibit 2,
7 has there been any additional correspondence
8 between you and the administration of Beaufort
9 County regarding the delivery of services by the
10 Beaufort County Sheriff's Office within the
11 municipal limits of the Town of Hilton Head
12 Island?

13 A To go back to Ashley Jacobs' letter, as
14 well as a verbal conversation with me, I do
15 recall that she told me verbally that she was
16 required and asked by the Finance Committee of
17 Beaufort County to instruct me to create a
18 contract with the Town of Hilton Head, and I
19 informed her that I would not be doing that.
20 And then the letter, my response to her letter,
21 my response on May 8, 2019 was to codify the
22 conversation we had and also to put it in
23 writing so there would be a record.

24 To further answer your question, I've
25 had conversations -- I think this is the third



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1 deposition I've had related to this and I've had
2 conversations with members of council. I have
3 not, to -- to my recollection, have had any
4 conversations with Ashley Jacobs about this
5 particular letter and response. Ashley Jacobs
6 has been gone now for, I think a couple of
7 years, and I have not had any conversations with
8 the current County Administrator about this
9 issue.

10 MR. COLTRANE: Sheriff, thank you.
11 I think that's all the questions I
12 have.

13 THE WITNESS: Okay.

14 MR. COOKE, JR.: I've got a couple
15 followup questions.

16 CROSS-EXAMINATION

17 BY MR. COOKE, JR.:

18 Q Sheriff, did you -- in connection with
19 this litigation, have you provided two
20 affidavits?

21 A You know, and I think I -- I think I --
22 I'm not an attorney. I think I called those
23 depositions.

24 But yes, affidavits would be the
25 correct --



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1 Q Okay. All right. And I'm going to
2 show you two of these.

3 MR. COOKE, JR.: And I apologize.
4 I only brought one copy. I'll show it
5 to you first. How about that?

6 MR. COLTRANE: I think I have
7 copies so that's quite all right.

8 BY MR. COOKE, JR.:

9 Q I'm going to show you one affidavit
10 that you prepared or that you signed, it
11 appears, on 15 October 2020, and ask you if that
12 appears to be the affidavit that you signed?

13 A Yes, sir, it does.

14 Q And is that accurate? Is that
15 affidavit correct, the information you provided
16 in that?

17 A This affidavit was provided on -- I
18 don't have -- I don't see a date.

19 Q Look at the very -- the very end of it.
20 It's hard to read, but it looks like October of
21 '20.

22 A You know, it does. It does. 15th --
23 October 15th, 2020.

24 Q Right.

25 A It -- it appears to be affidavit that I



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1 signed, yes.

2 Q And I'm going to show you a supplement
3 affidavit.

4 MR. COLTRANE: Are you marking
5 that?

6 MR. COOKE, JR.: Yeah. I'm sorry.
7 Mark that as --

8 MR. COLTRANE: In order, 3. No
9 objection.

10 (Whereupon, Plaintiff's Exhibit
11 Number 3 was marked for
12 identification.)

13 BY MR. COOKE, JR.:

14 Q And I'm going to show you a second
15 affidavit, which you appear to have signed on
16 January 26, 2021, and ask you if you recognize
17 that?

18 A Yes, sir, I do recognize it.

19 Q And is that acc- -- is that affidavit
20 accurate, to your -- to the best of your
21 knowledge?

22 A It is. A lot of the content of the
23 affidavit was provided to a consultant firm, and
24 a lot of the material that's in the affidavit
25 that was provided, was provided by my office



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1 through different members of the Sheriff's
2 Office. Our chief financial officer and I
3 believe our chief deputy was involved in
4 gathering the material needed to give to the
5 consultant. I don't know who else it was shared
6 with other than we were -- we were providing
7 that information.

8 Q Great. Thank you.

9 MR. COOKE, JR.: And I'd like to
10 mark that as an exhibit as well, if
11 there's no objection.

12 MR. COLTRANE: Without objection.
13 (Whereupon, Plaintiff's Exhibit
14 Number 4 was marked for
15 identification.)

16 MR. COOKE, JR.: Sheriff, just a
17 couple of followup questions to this.

18 BY MR. COOKE, JR.:

19 Q As I understand it, there are number of
20 municipalities within the 9- --

21 A 23.

22 Q -- -23 acres that you're responsible --

23 A Square miles.

24 Q Square miles? Square miles, sorry.

25 And some of those municipalities have



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1 their own police department; is that correct?

2 A The City of Yemassee has a small
3 portion of their municipality in the County of
4 Beaufort. The City of Beaufort, the Town of
5 Port Royal, and the Town of Bluffton, and all --
6 all of those have their own police force.

7 Q All right. And so that would absorb
8 some of the work that you would have to do if
9 they did not have a police department?

10 A Absolutely.

11 Q Okay. And so do you -- does the
12 Sheriff's Office provide essentially police
13 department-like services to Hilton Head?

14 A You can compare to some degree the
15 level of service we provide. The definition, of
16 course, is a lot different. We're not a
17 municipal police department and the Town of
18 Hilton Head doesn't have one. The operation of
19 a police force or police department versus a
20 Sheriff's Office is quite different, and our
21 service that we provide to Hilton Head is a
22 service that is in line and alike to the
23 unincorporated areas of Beaufort County. We
24 treat Hilton Head no different when it comes to
25 providing service.



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1 Q And you keep track of the number of
2 calls that you receive --

3 A Absolutely.

4 Q -- from each area, correct?

5 A We keep track of everything.

6 Q And as I understand it, all of the
7 calls -- 911 calls all come through the
8 Sheriff's Department, correct?

9 A Well, they come into the -- the Town of
10 Hilton Head, 40 years ago, created their own
11 fire department in lieu of having a County fire
12 department or County EMS. So they created, at
13 that time, a small dispatch center on Hilton
14 Head to facilitate fire calls and EMS calls, and
15 we had a radio in that 911 Center on Hilton
16 Head. It was located at Shipyard Fire
17 Department. And calls could come into Hilton
18 Head, and then we call it Hook Flash. They
19 could transfer those calls to our communications
20 center here in Beaufort. All of it worked well.
21 Every call for service that is dispatched to
22 fire, EMS, and police in Beaufort County comes
23 from our 911 Center at the Sheriff's Office
24 other than those calls for Hilton Head fire and
25 EMS.



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1 Q Okay.

2 A Those go through the Hilton Head fire
3 and EMS dispatch. Some of those calls do come
4 into our center here in Beaufort. It depends on
5 where you're at, and it depends on your
6 cellphone tower coverage. So a lot of calls
7 could come off of Hilton Head and because of the
8 tower or the weather, could end up at our
9 center. And we have calls that end up at the
10 Hilton Head center that come off of St. Helena
11 because of the location -- geographic location
12 of those two areas.

13 Q But if a call comes in from somebody
14 who's in the City of Beaufort or the Town of
15 Bluffton, would those calls be directed to their
16 respective police departments?

17 A They would be. They -- they would come
18 into our 911 center. Our dispatchers there
19 would dispatch those calls appropriately based
20 on the agency that needs to respond. But we --
21 the Sheriff's Office is aware of all of those
22 calls.

23 Q Sure.

24 And -- but if a call came in from
25 somebody who is within the Town of Hilton Head,



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1 the Sheriff's Department would respond to that
2 call?

3 A Our Dispatch Center dispatches police
4 calls for Hilton Head. Their fire and rescue
5 911 center does not dispatch police calls.

6 Q Okay. Sheriff, do you happen to have
7 an opinion based on what you observed and what
8 you know about law enforcement as to whether the
9 Town of Hilton Head saves money by using the
10 Sheriff's Department for its basic police
11 services rather than having its own police
12 department?

13 MR. COLTRANE: Object to the form
14 of the question.

15 BY MR. COOKE, JR.:

16 Q You can answer that.

17 A I would -- I would -- without doing the
18 numbers, but knowing after -- I've been in
19 office now for -- I'm in my 25th year. The Town
20 of Hilton Head saves millions and has over the
21 past 40 years.

22 Q Past 40 years?

23 A Uh-huh. The Town of Hilton Head was
24 incorporated in 1983. Before that, it was just
25 an unincorporated part of Beaufort County.



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1 Q What would be involved, let's -- let's
2 say that Hilton Head just decided today that
3 they were not going to use the Sheriff's
4 Department as its primary police department. It
5 was going to start its own.

6 What would it have to do to start up a
7 police force?

8 MR. COLTRANE: I'd also object to
9 the form of the question.

10 THE WITNESS: The Town of Hilton
11 Head has the option and has the ability
12 to form its own police force. That's
13 the decision that the Town of Hilton
14 Head, the Town Council, the mayor, the
15 citizens of Hilton Head, I'm sure,
16 would be asked to vote on that
17 particular issue because of the
18 expenditure associated with the budget.
19 So they have that option. They have
20 had that option for 40 years. They
21 have chosen not to do it. They chose a
22 limited services government, law
23 enforcement being the one that they
24 limited. So they made that decision in
25 1983. They have the ability today to



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1 make that decision whether they want to
2 start their own police force. It would
3 -- I -- I -- I would, knowing what I
4 know about law enforcement and knowing
5 what I know about recruiting and
6 retention, it would -- it would be a
7 very difficult task for them to start
8 their own police force, and it would be
9 extremely expensive.

10 BY MR. COOKE, JR.:

11 Q Now, you mentioned that even within
12 their limited government arrangement, they do
13 have their own fire department and EMS service?

14 A They do. And they have their own Codes
15 Enforcement people as well that -- that have a
16 day-to-day responsibility in enforcing the
17 municipal codes of Hilton Head.

18 Q Do you know how much they spend on
19 their fire department and EMS?

20 A The last time I looked at a number
21 associated with their fire and rescue, it was --
22 it was in the \$15 million, and that's been --
23 that's been a couple of years.

24 Q \$15 million per year?

25 A Yes.



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1 Q Okay. And then, in your experience,
2 what is the cost of a fire department typically
3 compared to the cost of running a police
4 department in a municipality?

5 A The last -- the last thing I heard was
6 that the Town of Hilton Head employs 150
7 employees at their fire and rescue department,
8 and again, the budget was somewhere around \$15
9 million. That's a -- it's kind of an amazing
10 number to have that many employees associated
11 with fire and rescue on an island the size of
12 Hilton Head to include a population base of
13 around 40,000 with the tourism numbers they
14 have. So if they were going to create their own
15 police force, they would probably -- it would
16 probably, in fairness, on a startup, they would
17 need 100-plus, and that would be administrative
18 and enforcement. But there is so much more to
19 creating a police department than just personnel
20 costs. There are -- there are a lot of
21 different things that police departments do that
22 -- that aren't associated with a patrol officer
23 or a patrol car in a patrol uniform.

24 Q But in your opinion, is it beneficial
25 to the City of Hilton Head to use the Sheriff's



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1 Department to provide its primary police
2 services?

3 MR. COLTRANE: Object to the form
4 of the question.

5 THE WITNESS: It's -- it's
6 beneficial to the citizens of Hilton
7 Head in so many different ways.

8 And quite frankly, it's very
9 beneficial to the government structure
10 of Hilton Head and the decision process
11 and of the day-to-day requirements and
12 responsibilities and decisions made by
13 law enforcement.

14 The Town of Hilton Head is not in
15 any way part of the decision process on
16 how laws are enforced on Hilton Head
17 Island. We don't ask them. We're not
18 in a position to require any guidance
19 from the Town of Hilton Head. The Town
20 of Hilton Head Sheriff's Office
21 services is run out of my office and my
22 office is here in Beaufort.

23 BY MR. COOKE, JR.:

24 Q And your -- the affidavits that we've
25 introduced, does that fairly describe the



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1 services that you dedicate specifically to
2 Hilton Head police services?

3 A It -- it does and there's so many --

4 MR. COLTRANE: Let me object to
5 the form of the question again.

6 THE WITNESS: It does, and there's
7 -- there's -- there's a lot more, you
8 know, associated with the work that we
9 do in the coverage of Beaufort County.
10 And -- and I'll say again that where
11 numbers represent a very fraction of
12 what we do, historically -- and this is
13 something -- in 1983, this agreement
14 was made, and I believe it was a
15 handshake between Morgan McCutcheon,
16 the sheriff of Beaufort County, and I
17 -- and I -- I -- I don't remember the
18 -- the administrator on Hilton Head at
19 that time in 1983. I was a patrol
20 officer, a uniformed patrol officer on
21 Hilton Head in 1983, so my involvement
22 in whatever decisions were being made,
23 I had none.

24 But this is something that -- that
25 -- that I adopted, for the most part,



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1 in 1999 when I took office. This is
2 how things had been done. There was a
3 graduated cost, to my knowledge, from
4 1983 until 1999 when I took office. It
5 seemed to be working. I know that --
6 and -- and we used to do budget
7 meetings with the Town of Hilton Head
8 for a good many years. And at some
9 point in time when David Bennett was
10 the mayor of Hilton Head, we just saw
11 that those budget meetings were pretty
12 well a waste of time because we -- we
13 don't necessarily have a budget with
14 Hilton Head, and Hilton Head
15 historically -- and those records would
16 be in County Finance as well as Town
17 Finance. What they have contributed --
18 what the Town of Hilton Head has
19 contributed over the years to policing
20 on Hilton Head outside of their
21 property tax that they pay, has never
22 been a -- a -- a -- an hard number.

23 It's always been a negotiation of
24 some type that I've never negotiated
25 with. My job is to provide service.



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1 Financial discussions about what the
2 Town should pay the County or reimburse
3 the County to their general fund -- and
4 I told Ashley Jacobs and I've told them
5 all, If you -- if you want to negotiate
6 or have that discussion, that's your --
7 your responsibility with the Town.
8 It's not my responsibility to go to
9 Hilton Head or go to any municipality
10 in Beaufort County and talk about
11 money. We don't police any area of
12 this County based how much they pay.

13 MR. COOKE, JR.: I understand. I
14 understand. Thank you. I think those
15 are all the questions I have.

16 MR. COLTRANE: I have one followup
17 to one of Mr. Cooke's question,
18 Sheriff.

19 THE WITNESS: Okay.

20 REDIRECT EXAMINATION

21 BY MR. COLTRANE:

22 Q And his question was, he -- he
23 incorporated language about things specifically
24 dedicated to Hilton Head Island.

25 Are any of the Sheriff's Department's



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1 assets specifically dedicated to use within the
2 municipal limits of the Town of Hilton Head
3 Island?

4 A Solely?

5 Q Yes.

6 A We have assets deployed on Hilton Head,
7 yes, and those assets are used on Hilton Head,
8 yes, and those assets that we deploy to Hilton
9 Head can be deployed anywhere within Beaufort
10 County at any given time. The substation we use
11 on Hilton Head does not belong to Beaufort
12 County. It belongs to the Town of Hilton Head.
13 I -- I think it -- there's a lease agreement
14 between the Town of Hilton Head and the County
15 of Beaufort. I'm not sure what that amount is.
16 And any -- any capital improvements or capital
17 things that are involved in a capital budget on
18 Hilton Head, all of -- all of that cost and
19 expense is Hilton Head's for the building.

20 Q Understood.

21 I think my -- perhaps my question was
22 too -- too broad?

23 A Assets including people?

24 Q Including people.

25 A We do have assets deployed to Hilton



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1 Head, yes.

2 Q Are they dedicated to the municipal
3 limits of the Town of Hilton Head Island, or do
4 they go where the sheriff tells them to go based
5 on the time and need?

6 MR. COOKE, JR.: Objection to the
7 form of the question.

8 THE WITNESS: They go where I tell
9 them to go when they're needed in other
10 areas. We have -- we have dedicated
11 patrol shifts throughout Beaufort
12 County. We -- Beaufort County is made
13 up of five census tracks. Hilton Head
14 happens to be Census Track 5. Bluffton
15 -- Bluffton Common is Census Track 4.
16 And then we have St. Helena and Lady's
17 Island is 3. Burton and Beaufort is 1,
18 and Sheldon, Seabrook, and Lobeco is 2.

19 So assets deployed to Hilton Head
20 would be on a shift. They rotate those
21 shifts every 12 hours.

22 Men that work and women that work
23 on Hilton Head maybe on a -- on a
24 Monday, could be working on Bluffton on
25 a Tuesday, could be back on Hilton Head



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1 on a Thursday, or they could be
2 assigned to a special project on St.
3 Helena, or Lady's Island, or Burton, or
4 wherever I may need them.

5 BY MR. COLTRANE:

6 Q And -- and can any deputy sheriff
7 anywhere in the County be pulled from their
8 shift assignment by the sheriff depending on the
9 needs as they arise?

10 A Absolutely, and we do it every day.

11 MR. COLTRANE: Thank you, Sheriff.

12 I have no further questions for you.

13 MR. COOKE, JR.: Sorry. I've got
14 a followup to that one.

15 By the way, that was more than one
16 question, but I won't hold you to that.

17 MR. COLTRANE: I'm not very good
18 at this.

19 RE CROSS-EXAMINATION

20 BY MR. COOKE, JR.:

21 Q Not to -- not to split hairs, but I
22 think -- is it fair to say that what you were
23 explaining is that at any given time you have a
24 certain number of assets deployed to Hilton
25 Head?



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1 MR. COLTRANE: I would object to
2 the form of the question.

3 BY MR. COOKE, JR.:

4 Q So if you have a deputy who on Monday
5 is working on Hilton Head, he might be assigned
6 somewhere else on Wednesday or Thursday; is that
7 correct?

8 A That is correct. I have a -- deputies,
9 I mean, we have -- we have a northern and
10 southern division within the Sheriff's Office.
11 And our northern division is everything north of
12 the Broad River and our southern division is
13 everything south of the Broad River. Everything
14 south of the Broad River includes Bluffton and
15 Hilton Head. So it's a southern -- so our
16 Hilton Head office that we utilize is our
17 southern Hilton Head office.

18 Q So today, how many of your deputies or
19 your personnel are assigned to Hilton Head
20 Island today?

21 A Those that are deployed on Hilton Head,
22 we have -- we would have one shift currently
23 going right now, and that would be covering
24 Bluffton and Hilton Head. Hilton Head should
25 have probably -- probably seven. I am 37



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1 positions short currently in the County. And I
2 believe my shift on Hilton Head is seven on
3 Hilton Head and I believe we have 10 in the
4 Bluffton area. But there's a whole host of
5 employees that are on Hilton Head now other than
6 a patrol shift.

7 I know that historically -- and you can
8 look at the affidavits -- they've always looked
9 at 42 as a number for Hilton Head, 39
10 enforcement, three civilian. The creation of
11 the relationship between Hilton Head and County
12 as it relates to assigning assets to Hilton Head
13 is Hilton Head has always agreed to some extent
14 to pay the absolute lowest cost associated with
15 an officer. So if I have an officer that's a
16 sergeant, then they want to know what the bottom
17 rate of a corporal is and that was the rate that
18 they were willing to base their contribution or
19 reimbursement to the County regardless of what
20 that sergeant's salary was. They wanted the
21 lowest rate that was possible. And again, those
22 were financial issues that were debated between,
23 you know, County Council and Town Council of
24 Hilton Head. But I mean, I've got
25 investigators. I've got school resource



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1 officers. I've got airport security. I've got
2 drug team assets, Violent Crimes Task force. I
3 mean, I've got a whole host of people that are
4 working on Hilton Head.

5 Q And your affidavit mentions the number
6 42. That's a --

7 A That's kind of a -- that's a baseline.

8 Q Okay.

9 A And that is the baseline.

10 MR. COOKE, JR.: Thank you.

11 MR. COLTRANE: Thank you, Sheriff.

12 THE WITNESS: Okay.

13 (RESERVED SIGNATURE.)

14 (Whereupon, the deposition of
15 P.J. Tanner was concluded at
16 approximately 10:30 a.m.)
17
18
19
20
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1 C E R T I F I C A T E

2

3 STATE OF SOUTH CAROLINA:

4 BEAUFORT COUNTY:

5

6 I, Yvonne Fanning, Court Reporter and Notary
7 Public in and for the above county and state, do
8 hereby certify that the foregoing testimony was
9 taken before me at the time and place
10 herein-before set forth; that the witness was by
11 me first duly sworn to testify to the truth, the
12 whole truth, and nothing but the truth, that
13 thereupon the foregoing testimony was later
14 reduced by computer transcription; and I certify
15 that this is a true and correct transcript of my
16 stenographic notes so taken.

17 I further certify that I am not of counsel to
18 either party, nor interested in the event of
19 this cause.

20



21

22

Yvonne Fanning

23

Court Reporter

24

Notary Public

25

Beaufort, South Carolina



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1 ERRATA SHEET

2

3 CAPTION: THE TOWN OF HILTON HEAD ISLAND,
4 SOUTH CAROLINA vs. BEAUFORT COUNTY,
5 SOUTH CAROLINA vs. JAMES BECKERT

6

7

DECLARATION UNDER PENALTY OF PERJURY

8

9 I declare under penalty of perjury
10 that I have read the entire transcript
11 of my Deposition taken in the
12 above-captioned matter or the same
13 has been read to me and the same is
14 true and accurate, save and except for
15 changes and/or corrections, if any, as
16 indicated by me on the COASTAL COURT
17 REPORTING DEPOSITION ERRATA SHEET
18 hereof, with the understanding that I
19 offer these changes as if still under
20 oath. Signed on the _____ day of

21 _____, 2023.

22

23

24

P.J. TANNER (Deponent)

25

26

27 SWORN TO and subscribed before me
28 THIS _____ day of _____, 2023

29

30

31

NOTARY PUBLIC: _____

32

My commission Expires: _____

33



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THE TOWN OF H.H.I. vs BEAUFORT COUNTY, S.C.
2020-CP-07-1840 - P.J. TANNER

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THE TOWN OF H.H.I. vs BEAUFORT COUNTY, S.C.
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From: Harris, Cheryl
To: Tanner, PJ; John McCann
Cc: Jacobs, Ashley; Keaveny, Thomas; Covert, Michael; Dawson, Gerald; Flewelling, Brian; Glover, York; Hervochon, Chris; Howard, Alice G.; Lawson, Mark; McElvinn, Lawrence; Passiment, Joseph; Rodman, Stewart; Sommerville, Paul
Subject: Agreement for Police Services
Date: Tuesday, April 30, 2019 3:30:28 PM
Attachments: Agreement for Police Services.pdf

Good afternoon,

With reference to the above subject matter, please find attached correspondence from Ashley Jacobs, County Administrator.

Thank you.

Cheryl H. Harris
Executive Assistant to County Administrator
Office: 843.255.2026
Fax: 843.255.9403
Email: cherylh@bcgov.net

BC_HHI_002965



COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF COUNTY ADMINISTRATOR
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2023
FAX: (843) 255-9103
www.beaufortcountysc.gov

CHERYL H. HARRIS
EXECUTIVE ASSISTANT

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

April 30, 2019

VIA EMAIL and USPS

Mr. P.J. Tanner, Sheriff
Beaufort County Sheriff's Office
Post Office Box 1758
Beaufort, South Carolina 29901

Mr. John J. McCann, Mayor
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, South Carolina 29928

Re: Agreement for Police Services

Dear Sheriff Tanner and Mayor McCann:

This letter is written at the direction of the Beaufort County Council's Finance Committee.

The County's understanding is that pursuant to a 2015 Agreement for Police Services entered into by BC SO and HHI the Sheriff provides police services to the Town of Hilton Head Island (HHI) with forty two (42) department employees, including thirty nine (39) deputies and three (3) others, and that the Sheriff provides police services to HHI in lieu of the Town having its own police force. The County's further understanding is that the direct cost of providing those services is somewhere between \$4.5 million dollars and \$4.75 Million Dollars for FY19 (current fiscal year). HHI pays to Beaufort County quarterly payments for those services in an amount totaling approximately \$3.3 million dollars.

The Finance Committee requests that on or before June 30, 2019, the HHI Town Council commits to a sum for police services to be provided by the Sheriff from July 1, 2019 through June 30, 2020. Additionally the HHI Council and the Sheriff will enter into a new Agreement for Police Services contract for the same period. Contained within the contract will be the specifics of the police services to be provided by the Sheriff to HHI. The cost of those services will be equal to, but not exceed, the sum set for police services in the HHI annual budget. Please understand County Council takes no position as to the level of police services to be provided. However, the cost of services provided can be no greater than that budgeted by HHI Council. That sum, whatever it may be, will be the amount approved by Council for that portion of the Sheriff's budget allocated for HHI police services.

Sincerely,



Ashley Jacobs
County Administrator

Allen

cc: Stewart H. Rodman, Chairman
Members of Beaufort County Council
Thomas J. Keaveny, II, Beaufort County Attorney

BC_HHI_002966



P. J. Tanner
Sheriff

**OFFICE OF SHERIFF
BEAUFORT COUNTY**
POST OFFICE BOX 1758
BEAUFORT, SOUTH CAROLINA 29901

May 8, 2019

AREA CODE (843)
SHERIFF 255-3200
CHIEF DEPUTY 255-3192
CRIMINAL RECORDS 255-3232
CRIMINAL WARRANTS 255-3228
CIVIL RECORDS 255-3186
JUDGMENTS 255-3189
FAX # 255-9405
WEB SITE www.bcsos.net

Ashley Jacobs, County Administrator
Beaufort County Council
Post Office Drawer 1228
Beaufort, South Carolina 29901

Dear Ashley:

I am in receipt of your "email" dated April 30, 2019, and letter received at my office on May 3, 2019. I will address each of your points with my concerns separately herein.

As to paragraph one, the "County's understanding" is correct as to a month to month agreement with Hilton Head Island (HHI) for law enforcement services for town ordinance enforcement. Ordinance violations are adjudicated in the Magistrate's Court of Beaufort County.

The Beaufort County Sheriff's Office has to date incurred approximately \$3.6 million of expenditures for FY19 associated with the 42 employees referenced in your letter. These expenditures include personnel, purchased services, supplies, capital, bar patrol, RBC Heritage and dispatch center services. However, the projected year end cost is anticipated to be approximately \$4.5million in totality. With that said, it is important to note that the Sheriff's Office has not been invoicing nor receiving payments for these expenditures. The Beaufort County Chief Financial Officer, Alicia Holland, was involved with the financial negotiations and has been invoicing the Town of Hilton Head monthly for law enforcement services. The payment for these invoices would be either mailed or electronically sent to the Beaufort County Treasurer's Office. I do not know the total amount the CFO is invoicing nor the amount received for these services. Again, I was not involved with nor responsible for the financial negotiations for law enforcement services with the Town of Hilton Head since FY2017.

Suffice it to say, a reasonable individual with knowledge of the actual cost versus the \$3.3million the Town of Hilton Head Island is presently paying, would easily surmise that the cost to the Town to start and maintain its own



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Police Department would be far greater than their reimbursement dollars to Beaufort County Government. In other words, the Town is, and has been getting a good deal since 1983, some 35 plus years. To my knowledge, the Town has never paid full cost for a police service agreement.

Your second paragraph is the most concerning, and at the same time revealing. To each of the following concerns I will offer Attorney General's Opinions which address each accordingly.

1. The "County" finance committee gives a deadline to the Town of HHI for a commitment of funds for police services to be provided by the Sheriff from July 1, 2019 through June 30, 2020.
2. The Town of HHI Council and the Sheriff (WILL) enter into a new agreement for police services during the same period.
3. Specifics of the police service and the cost of service to be part of the HHI annual budget.
4. That sum (whatever it may be) will be the amount approved by County Council for that portion of the Sheriffs budget allocated for HHI police services.

As to concern Number 1:

In my opinion, this solution is further verified by an August 25, 2006 AG Opinion wherein Senior Attorney General Charles H. Richardson is noted as stating, that Article VII, Section 13 of the South Carolina Constitution and Section 6-1-20 "...I believe reading these above sections in conjunction enables an incorporated municipality to enter into a contractual arrangement with a county to provide law enforcement services to a municipality." This goes hand and hand with the enumerated power of governing bodies to make and execute contracts that is definitive within SC Section 4-9-30 (3) and can be found in the Home Rule Act Section 4-9-40.

Attorney General Opinion April 11, 1985 and Nov 6, 1992 stated where a Sheriff is not obligated to provide police services to the corporate limits of a municipality, a Sheriff (MAY) offer contract with the Town for Police services (enforcement of Town ordinance) but must recognize 23-13-70 Sheriff and Deputies shall patrol the entire county.

In a April 20, 2011, Attorney General Opinion and letter to Daniel L. Draisen, Esquire advice was given "that intergovernmental cooperation is

necessary to provide law enforcement services to the town.” My take on this advice is that “County”, “Town”, and Sheriff work in concert to find a solution if one is needed.

The General Law in Section 23-13-70 mentioned above is clear in that this state presently requires a Sheriff and his deputies to patrol and provide law enforcement services to its citizens. An agreement with the town or the creation of a special tax district for police protection or the Town of Hilton Head having its own Police Department does not relieve the county Sheriff of his duty to patrol and to provide Law Enforcement service to its citizens.

Consistent with the AG’s opinion November 6, 1992, County and Town establishing a special tax district for county services such as police services, magistrate court, parks, boat landings, recycle drop off centers, county inmate services, animal control, etc., however; caution is given in drafting any such agreement not to limit the Sheriff’s discretion in the placement of his deputies or the providing of (adequate) personnel in other areas of the county section 23-13-70. Also noted in the Attorney General’s Opinion of November 6, 1992, is the statement that ...a municipality is authorized to establish a police department, but unaware of any authority requiring them to do so.

Concern Number 2:

I take exception to the implication that, “...the HHI Council and the Sheriff **will** [emphasis added] enter into a new Agreement for Police Services contract...” This in itself indicates that you are directing me to enter into an agreement and/or perform a function. The law in this matter is clear and an Atty. Gen. Opinion dated August 6, 1991, states that it is recognized that, “the internal operation of the sheriff’s office...is a function which belongs uniquely to the chief law enforcement officer of the county.” Accordingly, as the Chief Law Enforcement Officer of the County and constitutionally elected officer I am not obligated to take orders/direction from the County Administrator or the County Council, nor do I need permission or approval to enter into a contract to provide law enforcement services. Moreover, it is specifically recognized pursuant to S.C. Ann. 4-9-650 that with the exception of organizational policies [purchasing/procurement] established by the governing body, the county administrator shall exercise no authority over any elected officials of the county whose offices were created by the Constitution or by the general law of the State.

I call your attention to an AG Opinion dated May 8, 1989 which stated in part, "...while it is true that the council exercises totally the budgetary authority of ... (a) ...county and, consequently, can decrease, increase or otherwise alter appropriations for specific county office and functions...nevertheless, it cannot so decrease the appropriations of an elected official's office as to prevent the proper functioning thereof..." To do otherwise is clearly contrary to the meaning and intent of the law provided for in such cases, and would put this office in the position of not being able to provide the same level of services as was included in our FY2019 budget request.

In an Attorney General opinion dated May 17, 1978, it is stated that any action taken by council that is deemed to be a "reorganization or restructuring" of the Sheriff's Office would require a referendum prior to the implementation.

In late 2016, County administrator Gary Kubic and I had several discussions about the contract between the Sheriff, County, and the Town of HHI. We agreed that any debate or decisions as to reimbursement amounts from Town to County should be between the County Administrator and Town Manager, or the two Councils. On February 14, 2017, a letter from my office to Steve Riley HHI Town Manager outlined future discussions over reimbursement amounts. The only agreement I need with the Town of HHI is the authority for my office to enforce HHI Town ordinances, which we presently have in place.

The 42 personnel routinely deployed on HHI are supported by additional assets of my Office. In the April 5, 2019, email from John Weaver, these personnel was referred to an "ENHANCED" law enforcement presence on HHI. However, on the contrary **the basic coverage on HHI is those 42 personnel.**

The current debate is financial and we have provided to the County Finance Committee the cost associated for 42 personnel from my office who routinely patrol the Island of Hilton Head. I understand and respect the responsibility of our council in the appropriation of county funds; however taking into consideration the below quotes, I am very concerned that this Council is playing Russian roulette with Public Safety.

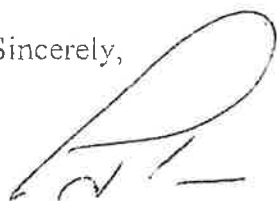
Your (quote) "That sum, whatever it may be, will be the amount approved by council for that portion of the Sheriff's Budget allocated for the H-II police services, thus making this a financial debate."

Your (quote) "Please understand County Council takes no position as to the level of police services".

Well, I do take a position! And I am duty bound to provide law enforcement services to Beaufort County and its citizens!

In closing, I would bring to your attention an AG Opinion dated April 20, 2011, that contained several AG Opinions dated September 10, 2010; August 25, 2006, and November 6, 1992 and whose conclusions are summed up in ... "However, consistent with a sheriff's duties to provide law enforcement duties to provide law enforcement services to his citizens and "to prevent or detect crime or make an arrest ... for the violation of every law which is detrimental to the peace, good order and morals of the community," we advise that intergovernmental cooperation is necessary to provide law enforcement services to the Town."

Sincerely,



P. J. Tanner
Sheriff

cc: Stewart Rodman, Chairman
Members of County Council
Thomas J. Keaveny, III, Beaufort County Attorney



Beaufort County... "Dedicated, Professional Service."

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO.: 2020-CP-07-01840

THE TOWN OF HILTON HEAD	)
ISLAND, SOUTH CAROLINA,	)
	)
Plaintiff,	)
	)
-vs-	)
	)
BEAUFORT COUNTY, SOUTH	)
CAROLINA	)
	)
Defendant.	)

AFFIDAVIT OF P.J. TANNER

1. I am an adult citizen over the age of 18, and I am competent to testify in this matter. The information in this declaration is true and correct based upon my knowledge, information, and belief. If called to testify, I could and would testify consistently with the statements in this declaration.

2. I am a resident and domiciliary of Beaufort County, South Carolina.

3. I am the duly elected Sheriff for Beaufort County, South Carolina.

4. The Town of Hilton Head Island ("Town") does not pay for, maintain or operate a municipal police department. It is the only incorporated municipality in Beaufort County without a police department.

5. The Town has contracted with Beaufort County and the Beaufort County Sheriff's Office ("BCSO") for police services since its incorporation in 1983, in exchange for annual payments. [Contract was reduced to an MOU July 2019]

6. Attached hereto as Exhibit 1 is a January, 2015 Agreement for Police Services ("2015 Agreement") between the Town, the County and BCSO, under which the BCSO agreed to provide Town with a professional level of police service."



7. As a result of its agreements with the County and BCSO, the Town has never operated its own police department.

8. Attached hereto as Exhibit 2 are documents showing 2019 calls for service and personnel assignments for BCSO. That document was prepared in the ordinary course of business of the BCSO.

9. All 911 and other calls for assistance from first responders in Beaufort County go to the BCSO's dispatch, which then directs the call the appropriate law enforcement or emergency agency. [Except for Hilton Head Fire & Rescue]

10. As a result, the BCSO is familiar with the number of calls for services that it responds to, as well as the number of calls directed to municipal police departments in Beaufort County.

11. In 2019, the Beaufort Police Department responded to 86,623 calls for service, the Bluffton Police Department responded to 64,778 calls for service, and the Port Royal Police Department responded to 33,699 calls for service. The Sheriff's Office responded to 206,702 calls for service within the unincorporated area of the county.

12. The Beaufort County Sheriff's Office responded to 97,336 calls for service within the Town of Hilton Head. These were calls that would normally be handled by a municipal police department, if one existed.

13. In 2019, BCSO responded to and/or assisted in 11,935 calls in the City of Beaufort, 5,890 calls in the Town of Bluffton, and 3,384 calls in the Town of Port Royal.

14. In order to provide this level of service to the citizens of the Town of Hilton Head Island, the BCSO has numerous officers assigned to patrolling within the boundaries of the Town.

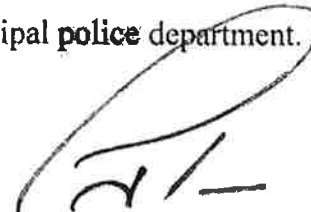
15. The BCSO budget includes the annual cost and value of the services that BCSO provides to the Town which is approximately \$4,383,257.00, comprised of the following:

- \$3,704,257 (Operating expenditures)
- \$504,000 (Approximately \$12,000 per employee for health, workers compensation, tort liability and unemployment insurance)

- \$100,000 (Victim Advocate Officer)
- \$75,000 (Bar patrol overtime in the Town)

16. Based on my experience in law enforcement, it would cost the Town of Hilton Head Island a much greater cost to create, maintain and operate a municipal police department.

FURTHER AFFIANT SAYETH NOT!



P.J. Tanner

SWORN TO before me this

15th day of October, 2020

Michael M. Hatfield

Notary Public for

South Carolina

My commission expires

6/5/2029

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) FOR THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2020-CP-07-01840

The Town of Hilton Head Island, South)
Carolina, John J. McCann and Stephen G.)
Riley,)

Intervenors/Plaintiffs)

vs.)

Beaufort County, South Carolina,)

Defendant/Plaintiff)

vs.)

James Beckert,)

Defendant.)

**AFFIDAVIT OF P.J. TANNER IN RESPONSE TO
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

1. I am an adult citizen over the age of 18, and I am competent to testify in this matter. The information in this Affidavit is true and correct based upon my knowledge, information, and belief. If called to testify, I could and would testify consistently with the statements in this Affidavit.

2. I am a resident and domiciliary of Beaufort County, South Carolina.

3. I am the duly elected Sheriff of Beaufort County, South Carolina.

4. On October 15, 2020, I executed an Affidavit of P.J. Tanner ("First Affidavit"), which was attached as Exhibit C to Beaufort County's Memorandum in Opposition to Plaintiff's Amended Notice of Motion and Motion for Temporary Injunction in this matter.

5. I incorporate my First Affidavit herein by reference, as if set forth at length.



6. This Affidavit is intended to supplement and clarify certain matters set forth in my First Affidavit concerning the nature and costs of law enforcement services provided within the boundaries of Hilton Head Island, South Carolina (the "Town").

7. The Beaufort County Sheriff's Office ("BCSO") provides various types of services within the boundaries of Beaufort County, South Carolina. The services that BCSO provides can be roughly divided into "primary" law enforcement and "secondary" law enforcement services.

8. "Secondary" services are those such as service of process, warrant service, bomb squad services, disaster services, emergency management, multi-agency violent crime task force, helicopter services, marine services, etc. Secondary law enforcement services are provided equally on an as-needed basis throughout all of Beaufort County, South Carolina (in both municipalities and unincorporated areas).

9. The BCSO's 2020 budgeted costs for providing "secondary" services was as follows:

<u>ITEM</u>	<u>AMOUNT</u>
General (10001200)	\$195,196.00
Administrative Division (10001201)	\$9,393,670.00
Special Operations Division (10001202)	\$9,838,650.00
DNA Lab (10001203)	\$1,666,817.00
Multi-Agency Violent Crime Force (10001205)	\$820,355.00
Emergency Management (10001210)	\$932,388.00
Communications (10001220)	\$5,116,214.00
Traffic Management	\$1,700,222.00
<u>TOTAL</u>	\$29,663,512.00

10. On the other hand, "primary" law enforcement services are those such as primary patrol and responding to calls for service. In every municipality *except for the Town*, nearly all primary law enforcement services are provided by municipal police departments.

11. In municipalities with police departments, BCSO responds to only a small fraction of all calls for service. Additionally, in those municipalities, police departments conduct the vast majority of patrols.

12. Because the Town, unlike other municipalities in Beaufort County, does not have a police department, the BCSO must provide 100% of the "primary" law enforcement services in the Town.

13. As a result, BCSO devotes far more resources to providing primary law enforcement services in the Town than it does to municipalities with police departments.

14. Under the Town's agreement with the County, the BCSO employs 42 personnel to provide primary law enforcement services in the Town.

15. In my First Affidavit I correctly stated that "[t]he BCSO budget includes the annual cost and value of the services that BCSO provides to the Town which is approximately \$4,383,257.00," itemized as follows:

- \$3,704,257 (Operating expenditures for 41 personnel)
- \$504,000 (Fringe Benefits for 41 personnel)
- \$100,000 (Victim Advocate Officer)
- \$75,000 (Bar patrol overtime in the Town)

16. The \$3,704,257 cost budgeted for 41 personnel for the Town can be broken down as follows:

BOBO ENFORCEMENT DIVISION	
GEN FUND	
SALAR ES AND WAGES	2411,355.00
OVERT ME	243,996.00
OVERT ME/TRA N NG SCHOOL	23,025.00
EMPLOYER FICA	161,303.00
EMPLOYER MEDICARE	37,724.00
EMPLOYER SO RETIREMENT	24,338.00
EMPLOYER PD RETIREMENT	409,783.00
EMPLOYEE RECOGNITION AWRD	-
PR NTING	200.00
TELEPHONE	13,529.00
ELECTRICITY/NAT'L GAS	27,000.00
WATER/SEWER	1,400.00
MAINTENANCE CONTRACTS	575.00
REPAIRS TO EQU PMENT	-
EQUIPMENT RENTALS	-
OFFICE SPACE RENTALS	-
PROFESSIONAL SERVICES	2,400.00
NON-PROFESSIONAL SERVICES	2,300.00
MEDICAL/DENTAL SERVICES	6,110.00
OTHER VEHICLE OPER COSTS	15,000.00
GARAGE REPAIRS & MAINT	53,303.00
INSURANCE REIMS (CR)	-
BOOKS,SUBS,MEMBERSHIPS	1,000.00
TRAINING AND CONFERENCES	18,000.00
VEHICLE INSURANCE	26,800.00
BONDING (ALL)	-
INSURANCE - OTHER	400.00
INSURANCE - PREPAID	-
UNCLASSIFIED OPERATING	-
UNCLASSIFIED-K-9 UNIT	500.00
SUPPL ES	4,000.00
DATA PROCESS NG SUPPLIES	-
UN FORMS	25,000.00
UN FORMS-BODY ARMOR	5,000.00
AV/EDUC/TRAINING AIDS	-
OTHER SUPPLIES	2,700.00
FUELS/LUBRICANTS	155,116.00
MINOR OFF FURN/EQP (NON-CAP)	3,400.00
TECHNOLOGY EQU P (NON-CAP)	5,000.00
VEHICLE PURCHASES	24,000.00
DATA PROCESS NG EQU PMENT	-
SPECIALIZED CAPITAL EQU P	-
Subgroup None	3,704,267.00

17. The \$4,383,257.00 that was used to calculate the Law Enforcement Service Charge relates only to the provision of *primary* law enforcement services in the Town.

18. In reality, the actual cost of providing both primary *and* secondary law enforcement services in the Town is substantially greater than \$4,383,257.00.

19. The Law Enforcement Service Charge does not encompass the cost of providing secondary law enforcement services in the Town.

20. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

FURTHER AFFIANT SAYETH NOT!



P.J. Tanner

SWORN TO before me this

26th day of January, 2021

Michael M. Hatfield

Notary Public for South Carolina

My commission expires 6/5/2029

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CASE NUMBER: 2020-CP-07-1840
THE TOWN OF HILTON HEAD	)	
ISLAND, SOUTH CAROLINA,	)	
Intervenors/Plaintiffs,	)	
vs.	)	
BEAUFORT COUNTY, SOUTH	)	NOTICE OF MOTION AND
CAROLINA,	)	MOTION FOR SUMMARY
Defendant/Plaintiff	)	JUDGMENT
vs.	)	
JAMES BECKERT,	)	
Defendant.	)	

TO: BEAUFORT COUNTY, SOUTH CAROLINA:

Please take notice that The Town of Hilton Head Island, South Carolina, John J. McCann and Stephen G. Riley (hereinafter, collectively, the "Town"), by and through their undersigned counsel, shall move before the Presiding Judge of the Beaufort County Court of Common Pleas, at the Beaufort County Court House, 102 Ribaut Road, Beaufort, South Carolina, on the 10th day following the service hereof, at 10:00 o'clock, A. M., or at such other time and place as is set by the Court, for an Order granting Summary Judgment in their favor and against Beaufort County, South Carolina (hereinafter, "Beaufort County").

This motion is made under the authority of Rule 56, SCRCF, on the grounds that there is no genuine issue as to any material fact and the Town is entitled to judgment as a matter of law.

This motion is based on the pleadings, affidavits and depositions filed and taken in this case, the memorandum of law to be filed, and all applicable law.

SUMMARY JUDGMENT STANDARD

Under Rule 56, SCRCP, summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.¹

Under Rule 56, SCRCP, summary judgment must be granted:

[I]f the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

In determining whether any material issue of fact exists, the evidence and all inferences that can be drawn from the evidence must be viewed in the light most favorable to the non-moving party, or the party resisting the motion.² The purpose of summary judgment is to expedite the disposition of cases that do not require the services of a fact-finder.³ For purposes of summary judgment, an issue is ‘material’ if the facts alleged are such as to constitute a legal defense or are of such a nature as to affect the result of the action.⁴ Once the moving party has met its burden of demonstrating that no genuine issue of material fact exists, a party defeats summary judgment by affirmatively demonstrating the presence of a genuine issue of material fact.⁵

By statute, the operations of the BCSO are a countywide government service.⁶

¹ *Café Associates Limited v. Gengross*, 305 S.C. 6, 406 S.E.2d 162 (1991)

² *Redwend Limited Partnership v. Edwards*, 354 S.C. 58, 581 S.E.2d 496 (Ct.App., 2003)

³ *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003).

⁴ *P.P.G. Industries, Inc. v. Orangeburg Paint & Decorating Center, Inc.*, 297 S.C. 176, 375 S.E.2d 331 (Ct. App., 1988).

⁵ Rule 56, SCRCP.

⁶ Beaufort County will argue that The Town is the only municipality in Beaufort County that does not have a municipal police force, and because of this, people in the Town of Hilton Head Island receive a special benefit justifying a user fee. This argument misses the point. Whether another municipality chooses to have a municipal police force does not mean that the BCSO delivers an enhanced level of service in the municipal limits of the Town. Whether the Town saves money by not funding a municipal police force does not mean that the BCSO delivers an enhanced level of service in the Town. There is no evidence in the record and no text in Ordinance 2020-29, which quantifies any claimed special benefit, either in terms of enhanced real property values or enhanced delivery of service. Ordinance 2020-29, does not seek to recoup the value of any claimed special benefit. Rather, the fee imposed by Ordinance 2020-29 seeks to recoup one

A local government may lawfully impose a uniform service charge if the charge meets these conditions: (1) it is imposed for a particular governmental service rather than for the general support of the government; and (2) the persons required to pay the charge derive a special benefit from the improvement made with the charge proceeds.⁷ To be valid, a service charge must be uniform.⁸

A charge that is made to support the government (in this case, the BCSO), as opposed to one imposed in exchange for special benefit to the payer, is a tax.⁹

The only evidence in the record is that Ordinance 2020-29 fails to meet the requirements for a uniform service charge.

1. Under S. C. Code Ann. § 12-13-70 (Supp. 2022), the BCSO is required to patrol the entirety of Beaufort County. The service delivered by the BCSO is mandated by statute and is a county-wide, government service.¹⁰ The testimony of the Hon. P. J. Tanner is that the service delivered in the municipal limits of the Town is the same as that delivered in unincorporated Beaufort County, and that the level of service delivered in the municipal limits of the Town is a basic level of service.¹¹

2. Assuming for the purpose of argument that persons in the municipal limits of the Town receive a special benefit from the BCSO that is different from any other area in Beaufort County where the fee is not imposed, Ordinance 2020-29 does not seek to recoup

hundred percent of the cost of the BCSO's statutorily required county-wide service in the municipal limits of the Town.

⁷ *Fairway Ford, Inc. v. Cty. of Greenville*, 324 S.C. 84, 86, 476 S.E.2d 490, 491 (1996).

⁸ *Skyscraper Corp. v. Cty. of Newberry*, 323 S.C. 412, 416, 475 S.E.2d 764, 766 (1996).

⁹ *Ford v. Georgetown Cty. Water & Sewer Dist.*, 341 S.C. 10, 13, 532 S.E.2d 873, 875 (2000).

¹⁰ Contrary to the arguments made by the County A charge that is made to support the government (in this case, the Beaufort County Sheriff's Office), as opposed to one imposed in exchange for special benefit to the payer, is a tax. *Ford v. Georgetown Cty. Water & Sewer Dist, surpa.*

¹¹ The transcript of Sheriff Tanner's deposition has not been delivered as of the date of this filing. The deposition will be filed on receipt and the testimony will be quoted in the memorandum of law to be filed.

the cost attributable to the special benefit. Ordinance 2020-29 seeks to recoup the total cost of the law enforcement service.¹² Under S. C. Code Ann. § 6-1-300(6)(supp. 2022), a service charge or user fee can only be imposed to defray the cost of a special benefit received by the payer of the fee. The fact that Ordinance 2020-29 neither identified nor seeks to recoup the cost of any special benefit is fatal to Ordinance 2020-29.

3. In addition to the fact that Ordinance 2020-29 fails to define a special benefit received by taxpayers in the Town, the only evidence in the record is that no special benefit is delivered to the Town by the BCSO. The testimony of the Hon. P. J. Tanner is that the delivery of service by the BCSO is the same as in unincorporated Beaufort County, and is a basic level of service.¹³ the only evidence in the record is that the contribution of taxpayers in the Town to the budget of the BCSO was 39% in fiscal year 2020, and will be 41% in fiscal year 2021. The only evidence in the record is that for fiscal year 2020, services delivered by the BCSO in the municipal limits Town account for approximately 13% fo the BCSO's budget. In fiscal year 2020, taxpayers in the Town contributed 39% of the total budget of the BCSO.¹⁴ The simple math reveals that taxpayers in the Town pay approximately three times the cost of the delivery of services by the BCSO in the Town. The only evidence is that there is no special benefit conferred on the taxpayers in the Town by the BCSO and that there is no enhancement of property values as a result of Beaufort County Ordinance 2020-29. In the absence of a special benefit, there is no statutory authorization for any user fee.

¹² The testimony of Julie Herlands was that there was no evidence that the purported benefit increased property values in the municipal limits of the Town. Herlands deposition, p. 24, l. 20 to p. 25, l. 20. Ms. Herland's testimony was also that the amount collected under County Ordinance 2020-29, was intended to offset one hundred percent of the cost of delivery of law enforcement services in the municipal limits of the Town. Herlands deposition, p. 29, l. 16-20, p. 49, l13-22, Ex. 6, Ex. 11 and Ex. 18. See also County Ordinance 2020-29.

¹³ See note 11 above regarding the deposition transcript for the Hon. P. J. Tanner.

¹⁴ The Affidavit of Sheriff Tanner confirms that the total cost of delivery of services in the Town is \$4,383,257.00, which is the same amount Beaufort County seeks to collect with Ordinance 2020-29. This amount is 13% of the total budget for the BCSO. It is undisputed by Beaufort County that taxpayers in the Town contribute approximately 40% of the budget the BCSO. The Affidavit of Sheriff Tanner does not show that any level any service is provided to the Town and its taxpayers that exceeds the 40% of the budget that the Town and its taxpayers contribute to the budget of Beaufort County and the BCSO.

CONCLUSION

1. Because:
 - (a) the only evidence in the record is that the fee imposed by Ordinance 2020-29 recoups one hundred percent of the cost of the delivery of services by the BCSO in the Town, rather than the cost of any purported special benefit,” and,
 - (b) there is no evidence in the record that the property owners in the Town receive any special benefit because there is no evidence that the purported special benefit has a positive effect on real property values; and,
 - (c) the only evidence in the record is that taxpayers in the Town do not receive any special benefit because the BCSO does not deliver any enhanced or additional level of service, over and above what any other area receives, in the municipal limits of the Town; and,
 - (c) the only evidence in the record is that taxpayers in the Town do not receive any special benefit because they contribute an amount to the budget of the BSCO that exceeds the cost of delivery of all services by the BCSO in the Town;

Ordinance 2020-29 does not meet the requirements for a uniform service charge or user fee under S. C. Code Ann. § 6-1-300(6)(Supp. 2022).

For these reasons The Town of Hilton Head Island, South Carolina, John J. McCann and Stephen G. Riley move for Summary Judgment in their favor under the authority of Rule 56, SCRCP.

COLTRANE & WILKINS, LLC

By: s/ Curtis L. Coltrane
Curtis L. Coltrane
South Carolina Bar Number: 1344
Post Office Box 6808
Hilton Head Island, SC 29938
(843) 785-5551
(843) 785-5552 (facsimile)
curtis@coltraneandwilkins.com
Attorneys for the Plaintiffs

Hilton Head Island, South Carolina

This 1st day of May, 2023.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CASE NUMBER: 2020-CP-07-1840
THE TOWN OF HILTON HEAD	)	
ISLAND, SOUTH CAROLINA,	)	
Intervenors/Plaintiffs,	)	
vs.	)	
BEAUFORT COUNTY, SOUTH	)	NOTICE OF MOTION AND
CAROLINA,	)	MOTION FOR SUMMARY
Defendant/Plaintiff	)	JUDGMENT
vs.	)	
JAMES BECKERT,	)	
Defendant.	)	

TO: BEAUFORT COUNTY, SOUTH CAROLINA:

Please take notice that The Town of Hilton Head Island, South Carolina, John J. McCann and Stephen G. Riley (hereinafter, collectively, the "Town"), by and through their undersigned counsel, shall move before the Presiding Judge of the Beaufort County Court of Common Pleas, at the Beaufort County Court House, 102 Ribaut Road, Beaufort, South Carolina, on the 10th day following the service hereof, at 10:00 o'clock, A. M., or at such other time and place as is set by the Court, for an Order granting Summary Judgment in their favor and against Beaufort County, South Carolina (hereinafter, "Beaufort County").

This motion is made under the authority of Rule 56, SCRCF, on the grounds that there is no genuine issue as to any material fact and the Town is entitled to judgment as a matter of law.

This motion is based on the pleadings and the affidavits filed in this case, and all law as is then and there applicable.

APPLICABLE LAW

S. C. Code Ann. § 6-1-300(6)(Supp. 2020), sets out the requirements for a lawful

“service or user fee.” S. C. Code Ann. § 6-1-300(6)(Supp. 2020), reads:

“Service or user fee” means a charge required to be paid in return for a particular government service or program made available to the payer that benefits the payer in some manner different from the members of the general public not paying the fee. “Service or user fee” also includes “uniform service charges”.¹

SUMMARY JUDGMENT STANDARD

Under Rule 56, SCRPC, summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.²

Under Rule 56, SCRPC, summary judgment must be granted:

[I]f the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

In determining whether any material issue of fact exists, the evidence and all inferences that can be drawn from the evidence must be viewed in the light most favorable to the non-moving party, or the party resisting the motion.³ The purpose of summary judgment is to expedite the disposition of cases that do not require the services of a fact-finder.⁴ For purposes of summary judgment, an issue is ‘material’ if the facts alleged are such as to constitute a legal defense or are of such a nature as to affect the result of the action.⁵ Once the moving party has met its burden of demonstrating that no genuine issue of material fact exists, a party defeats summary judgment by affirmatively demonstrating the presence of a genuine issue of material fact.⁶

¹ S. C. Code Ann. § 4-9-30(5)(a)(Supp. 2020), authorizes a county to impose a uniform service charge.

² *Café Associates Limited v. Gengross*, 305 S.C. 6, 406 S.E.2d 162 (1991)

³ *Redwend Limited Partnership v. Edwards*, 354 S.C. 58, 581 S.E.2d 496 (Ct.App., 2003)

⁴ *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003).

⁵ *P.P.G. Industries, Inc. v. Orangeburg Paint & Decorating Center, Inc.*, 297 S.C. 176, 375 S.E.2d 331 (Ct. App., 1988).

⁶ Rule 56, SCRPC.

UNDISPUTED FACTS

The following facts are established by either: (1) the Law of South Carolina; (2) the Verified Amended Complaint filed by The Town and the admissions in Amended Answer of Beaufort County; and, (3) the Affidavit of Stephen Markiw.

1. The Sheriff of Beaufort County (hereinafter, the “BCSO”) is required to patrol the entirety of Beaufort County.⁷ The statutory duty of the BCSO is to provide a uniform level of service throughout Beaufort County.⁸
2. The Town contracts with the BCSO to provide police services for enforcement of Town Ordinances within the municipal limits of the Town.⁹
3. The annual budget for Beaufort County for fiscal year 2020 was \$135,162,698.00.¹⁰
4. Taxpayers in the municipal limits of The Town contributed \$53,255,174.00 in property taxes to Beaufort County in fiscal year 2020.¹¹
5. The annual budget for the BCSO is a part of the general fund of the annual budget

⁷ S. C. Code Ann. § 12-13-70 (Supp. 2020), reads:

The deputy sheriffs shall patrol the entire county at least twice a week by sections assigned to each by the sheriff, remaining on duty at night when occasion or circumstance suggest the propriety thereof to detect crime or to make an arrest.

⁸ See: S. C. Code Ann. § 23-13-70 (Supp. 2020); October 25, 2020, Amended Verified Complaint, paragraphs 9, 10 and 11. November 3, 2020, Amended Answer of Beaufort County, Paragraph 11. The affidavit of Sheriff Tanner filed by Beaufort County states only that the BCSO responds to calls that it receives, as it is required to do by S. C. Code Ann. § 23-13-70 (Supp. 2020). The Sheriff's testimony that deputies are “assigned” to patrol within the Town is not meaningful, as S. C. Code Ann. § 23-13-70 obliges deputy sheriffs to patrol as “assigned” by the sheriff. The Sheriff's testimony is not that any deputies or other assets of the BCSO are dedicated solely to the Town. The Sheriff does not testify, and the County does not argue, that the BCSO fails to respond to any calls it receives seeking service of the BCSO in limits of any municipality, or that the BCSO responds to calls from within limits of the Town that it would not respond to in any other municipality.

⁹ See: October 25, 2020 Amended Verified Complaint, paragraphs 14-15. In the arguments made to date, Beaufort County conflates the Town's contract for police services with the law enforcement services that the BCSO is required by S. C. Code Ann. § 23-13-70 (Supp. 2020), to deliver to the entirety of Beaufort County.

¹⁰ See: October 25, 2020, Amended Verified Complaint, paragraph 18; November 3, 2020, Amended Answer of Beaufort County, paragraph 3; Affidavit of Steven Markiw, paragraph 2.

¹¹ See: October 25, 2020, Amended Verified Complaint, paragraphs 19; Affidavit of Steven Markiw, paragraph 3; November 3, 2020, Amended Answer of Beaufort County, paragraph 19.

Beaufort County. There is no separate millage for the BCSO.¹²

6 The annual budget for the BCSO for fiscal year 2020 was \$33,399,342.00.¹³

7. The total cost of delivery of law enforcement services within the municipal limits of the Town in fiscal year 2020, was \$4,383,257.00.¹⁴

8. On August 24, 2020, Beaufort County adopted Ordinance 2020-29, which purports to impose a “Law Enforcement Service Charge” on property tax payers in the Town (hereinafter, “Ordinance 2020-29”).

9. The stated purpose of Ordinance 2020-29 is to impose a fee on real property taxpayers in the Town for the purpose of recouping the total cost of delivery of law enforcement services by the BCSO in the municipal limits of the Town.¹⁵

10. Neither the text of Ordinance 2020-29, nor the study upon which Ordinance 2020-29 is based shows or defines any special benefit delivered in the municipal limits of the Town, over and above what is provided by the BSCO to any other part of Beaufort County. Rather, Ordinance 2020-29 seeks to impose a fee to collect one hundred percent of the cost of law enforcement services delivered in the municipal limits of the Town.¹⁶

11. The annual budget for Beaufort County for fiscal year 2021 is \$130,300,431.00.¹⁷

12. For fiscal year 2021, taxes paid by taxpayers in the municipal limits of The Town, are

¹² See: October 25, 2020, Amended Verified Complaint, paragraph 20; November 3, 2020, Amended Answer of Beaufort County, paragraph 20.

¹³ See: October 25, 2020, Amended Verified Complaint paragraph 20; November 3, 2020, Amended Answer of Beaufort County, paragraph 20.

¹⁴ See: October 25, 2020, Amended Verified Complaint, paragraph 21; November 3, 2020, Amended Answer of Beaufort County, paragraph 21.

¹⁵ See: Ordinance 2020-29, attached to the October 10, 2020, affidavit of Joseph Passiment, and the study attached to the October 14, 2020, affidavit of Julie Herlands.

¹⁶ See: Ordinance 2020-29 is attached as an exhibit to the October 10, 2020, affidavit of Joseph Passiment. The study upon which Ordinance 2020-29 is based is attached as an exhibit to the October 14, 2020, affidavit of Julie Herlands.

¹⁷ See: October 25, 2020, Amended Verified Complaint, paragraph 18; October 15, 2020, Answer of Beaufort County, paragraph 18; Affidavit of Steven Markiw, paragraph 7.

anticipated to total \$53 787 726.00.¹⁸

13. For fiscal year 2020, taxpayers in the Town contributed 39% of the fiscal year 2020 annual budget for the Beaufort County which was concurrently 39% the 2020 budget for the BCSO.¹⁹

14. For fiscal year 2021, it is anticipated that taxpayers in the Town will contribute 41% of the fiscal year 2021 budget for Beaufort County which concurrently will be 41% the budget for the BCSO.²⁰

15. For fiscal year 2020, the cost of services delivered in the municipal limits of the Town total 13.10% of the annual budget of the BCSO.²¹

16. The contribution to Beaufort County paid by taxpayers in the Town which fund the operations of the BCSO by taxpayers in the municipal limits of The Town exceeds the 13% of the BCSO Budget attributable to services delivered by the BCSO in the municipal limits of the Town by a factor of three.²²

ARGUMENT

By statute, the operations of the BCSO are a countywide government service.²³ By

¹⁸ See: October 25, 2020, Amended Verified Complaint, paragraph 25; October 15, 2020, Answer of Beaufort County, paragraph 25; Affidavit of Steven Markiw, paragraph 8.

¹⁹ See: October 25, 2020, Amended Verified Complaint, paragraph 14; Affidavit of Steven Markiw, paragraph 3.

²⁰ See: October 25, 2020, Amended Verified Complaint, paragraph 19; Affidavit of Steven Markiw, paragraph 8.

²¹ See: October 25, 2020, Amended Verified Complaint, paragraph 28; Affidavit of Steven Markiw, paragraph 6. Beaufort County has submitted no evidence that this will change in any material way in fiscal year 2021.

²² See: October 25, 2020, Amended Verified Complaint, paragraph 28; Affidavit of Steven Markiw, paragraph 9.

²³ Beaufort County will argue that The Town is the only municipality in Beaufort County that does not have a municipal police force, and because of this, people in the Town of Hilton Head Island receive a special benefit justifying a user fee. There is no evidence in the record, and specifically no text in Ordinance 2020-29, which quantifies any claimed special benefit. Ordinance 2020-29, does not seek to recoup the value of any claimed special benefit. Rather, the fee imposed by Ordinance 2020-29 seeks to recoup one hundred percent of the cost of the BCSO's statutorily required county-wide service in the municipal limits of the Town.

statute, a “service or user fee” means a charge required to be paid “in return for a particular government service or program made available to the payer that benefits the payer in some manner different from the members of the general public not paying the fee.”²⁴

A local government may lawfully impose a uniform service charge if the charge meets these conditions: (1) it is imposed for a particular governmental service rather than for the general support of the government; and (2) the persons required to pay the charge derive a special benefit from the improvement made with the charge proceeds.²⁵ To be valid, a service charge must be uniform.²⁶

A charge that is made to support the government (in this case, the BCSO), as opposed to one imposed in exchange for special benefit to the payer, is a tax.²⁷

The only evidence in the record is that Ordinance 2020-29 fails to meet the requirements for a uniform service charge.

1. Under S. C. Code Ann. § 12-13-70 (Supp. 2020), the BCSO is required to patrol the entirety of Beaufort County. The service delivered by the BCSO is mandated by statute and is a county-wide, government service.²⁸
2. Assuming for the purpose of argument that persons in the municipal limits of the Town receive a special benefit from the BCSO that is different from any other area in Beaufort County where the fee is not imposed, Ordinance 2020-29 does not seek to recoup the cost attributable to the special benefit. Ordinance 2020-29 seeks to recoup the total

²⁴ S. C. Code Ann. § 6-1-300(6)(Supp. 2020).

²⁵ *Fairway Ford, Inc. v. Cty. of Greenville*, 324 S.C. 84, 86, 476 S.E.2d 490, 491 (1996).

²⁶ *Skyscraper Corp. v. Cty. of Newberry*, 323 S.C. 412, 416, 475 S.E.2d 764, 766 (1996).

²⁷ *Ford v. Georgetown Cty. Water & Sewer Dist.*, 341 S.C. 10, 13, 532 S.E.2d 873, 875 (2000).

²⁸ A charge that is made to support the government (in this case, the Beaufort County Sheriff's Office), as opposed to one imposed in exchange for special benefit to the payer, is a tax. *Ford v. Georgetown Cty. Water & Sewer Dist*, *supra*.

cost of the law enforcement service.²⁹ Under S. C. Code Ann. § 6-1-300(6)(supp. 2020), a service charge or user fee can only be imposed to defray the cost of a special benefit received by the payer of the fee. The fact that Ordinance 2020-29 neither identified nor seeks to recoup the cost of any special benefit is fatal to Ordinance 2020-29.

3. In addition to the fact that Ordinance 2020-29 fails to define a special benefit received by taxpayers in the Town, the only evidence in the record is that no special benefit is delivered to the Town by the BCSO. The only evidence in the record is that the contribution of taxpayers in the Town to the budget of the BCSO was 39% in fiscal year 2020, and will be 41% in fiscal year 2021. The only evidence in the record is that for fiscal year 2020, services delivered by the BCSO in the municipal limits Town account for approximately 13% of the BCSO's budget. In fiscal year 2020, taxpayers in the Town contributed 39% of the total budget of the BCSO.³⁰ In fiscal year 2021, it is anticipated that taxpayers in the Town will contribute 41% of the total budget of the BCSO. The simple math reveals that taxpayers in the Town pay three times the cost of the delivery of services by the BCSO in the Town. This undisputed fact reveals that there is no special benefit conferred on the taxpayers in the Town by the BCSO. In the absence of a special benefit, there is no statutory authorization for any user fee.

²⁹ The affidavit of Julie Herlands states: "The total cost for direct law enforcement services was allocated to residential and nonresidential land uses in the Town of Hilton Head Island." *See*: Ordinance 2020-29 attached to the October 10, 2020, affidavit of Joseph Passiment, and the study attached to the October 14, 2020, affidavit of Julie Herlands. This testimony and evidence show that Ordinance 2020-29 fails to comply with the requirement of S. C. Code Ann. § 6-1-300 (6)(Supp. 2020). The fee imposed by Ordinance 2020-29 is not designed to recoup any claimed special benefit. It is designed to recoup one hundred per cent of the cost of a county-wide service that the BCSO is required to deliver under S. C. Code Ann. § 23-13-70 (Supp. 2020).

³⁰ The Affidavit of Sheriff Tanner confirms that the total cost of delivery of services in the Town is \$4,383,257.00, which is the same amount Beaufort County seeks to collect with Ordinance 2020-29. This amount is 13% of the total budget for the BCSO. It is undisputed by Beaufort County that taxpayers in the Town contribute approximately 40% of the budget to BCSO. The Affidavit of Sheriff Tanner does not show that any level any service is provided to the Town and its taxpayers that exceeds the 40% of the budget that the Town and its taxpayers contribute to the budget of Beaufort County and the BCSO.

CONCLUSION

1. Because:

(a) the only evidence in the record is that the fee imposed by Ordinance 2020-29 recoups one hundred percent of the cost of the delivery of services by the BCSO in the Town, rather than the cost of any special benefit, defined as “a particular government service or program made available to the payer that benefits the payer in some manner different from the members of the general public not paying the fee;” and,

(b) the only evidence in the record is that taxpayers in the Town do not receive any special benefit because they contribute an amount to the budget of the BCSO that far exceeds the cost of delivery of all services by the BCSO in the Town,

Ordinance 2020-29 does not meet the requirements for a uniform service charge or user fee under S. C. Code Ann. § 6-1-300(6)(Supp. 2020).

For these reasons The Town of Hilton Head Island, South Carolina, John J. McCann and Stephen G. Riley move for Summary Judgment in their favor under the authority of Rule 56, SCRPC.

COLTRANE & WILKINS, LLC

By: s/ Curtis L. Coltrane
 Curtis L. Coltrane
 South Carolina Bar Number: 1344
 Post Office Box 6808
 Hilton Head Island, SC 29938
 (843) 785-5551
 (843) 785-5552 (facsimile)
curtis@coltraneandwilkins.com
 Attorneys for the Plaintiffs

Hilton Head Island, South Carolina

This 30th day of December, 2020.