

# TOWN OF SEABROOK ISLAND

Accommodations Tax Advisory Committee Meeting  
August 23, 2022 – 10:00 AM



Town Hall, Council Chambers  
2001 Seabrook Island Road  
Seabrook Island, SC 29455

[Watch Live Stream \(YouTube\)](#)

**Virtual Participation:** Individuals who wish to participate in the meeting via Zoom may call (843) 768-9121 or email [kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org) for log-in information prior to the meeting.

## AGENDA

**CALL TO ORDER** – Randall Buck, Chair

**INTRODUCTORY REMARKS** – Randall Buck, Chair

**APPROVAL OF MINUTES**

- Regular Meeting: August 12<sup>th</sup>, 2022

**OVERVIEW OF PROJECTED REVENUES FOR FY 2023-** Joe Cronin, Town Administrator

**PRESENTATION OF REQUESTS FOR FY 2023 ACOMMODATIONS TAX FUNDS**

- **St. Johns Fire District (STJFD)** – Ryan Kunitzer
  - EMS Monitor amount requested: \$18,500.00
- **Alan Fleming Tournament Comm./Seabrook Island Club** – Karen Petrucelli
  - 2023 Alan Fleming Tennis Tournament amount requested: \$17,000.00
- **Town of Seabrook Island** – Joe Cronin, Town Administrator
  - Beach Patrol amount requested: \$90,000.00
  - Dolphin Education Program amount requested: \$10,000.00
  - Gateway and Wayfinder Signage amount requested: \$5,000.00
  - Special Events amount requested: \$40,000.00
  - Tourism Related Personnel & Operating Expenses amount requested: \$74,594.00
  - Bike Path Improvements/Amenities amount requested: \$150,000.00

**COMMITTEE DISCUSSION**

**OTHER BUSINESS**

**ADJOURN**

# TOWN OF SEABROOK ISLAND

Accommodations Tax Advisory Committee Meeting  
August 12, 2022



## MINUTES

### CALL TO ORDER

Present: Buck (Chair), Fagan, Leggett, Spisak, Schildge  
Absent: Pontuti  
Staff Present: Town Administrator Cronin, Town Clerk Watkins

Mr. Buck called the meeting to order at 10:10 AM.

### ELECTION VICE-CHAIR

Ms. Fagan nominated Mr. Spisak to be Vice Chair, Mr. Spisak stated he was unable to be Vice Chair.

Mr. Buck nominated Ms. Leggett to be Vice Chair; Ms. Fagan seconded. All voted in favor.

**Ms. Leggett was appointed as Vice Chair.**

### APPROVAL OF MINUTES

- Special Called Meeting: February 25, 2022

Mr. Spisak moved to approve the previous meeting minutes of February 25; Mr. Schildge seconded. All voted in favor.

**The previous meeting minutes of February 25 were approved.**

### ITEMS FOR INFORMATION/DISCUSSION

- Overview of Projected Revenues for FY 2023

Town Administrator Cronin summarized the projected revenues for FY 2023 and reviewed how the funds can be spent per the state statute.

A discussion was had on the potential reasons for the increase in revenues over the past couple of years.

The Committee clarified where the 30% allocations for Accommodations Tax (ATAX) funds received were spent.

The Committee clarified how the carryover is represented and the state statute for using those funds.

The Committee clarified that Beach Patrol was fully funded from ATAX.

A discussion was had on the road improvement project to Seabrook Island Road.

- Overview of Funding Requests for FY 2023

Town Administrator Cronin summarized the funding requests received for FY 2023.

A discussion was had on the requests.

The Committee discussed to have a portal to report issues after hours related to tourism.

The Committee discussed to add better facilities at the end of board walk 1 and if they could be funded out of ATAX.

- Review of Funding Guidelines & Project Eligibility

Town Administrator Cronin summarized the guidelines and project eligibility per state statute.

#### **OTHER BUSINESS**

- Next Meeting: August 23, 2022 @ 10:00 AM

#### **ADJOURN**

Mr. Buck moved to adjourn; Mr. Spisak seconded. All voted in favor.

The meeting adjourned at 11:25 AM.

Date: August 12, 2022

Prepared by: *Katharine E. Watkins*  
Town Clerk/Treasurer

**Accommodations Tax Revenue Projections  
FY 2023**

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual (YTD)	FY 2023 Budget	FY 2023 Actual (YTD)
1st Quarter	\$ 15,915.65	\$ 18,792.83	\$ 24,312.42	\$ 45,353.59	\$ -	\$ 48,982.96	\$ -	\$ -
2nd Quarter	\$ 55,280.64	\$ 68,464.79	\$ 50,964.15	\$ 158,662.89	\$ -	\$ 185,594.20	\$ -	\$ -
3rd Quarter	\$ 93,387.13	\$ 93,272.40	\$ 133,526.00	\$ 189,775.95	\$ -	\$ -	\$ -	\$ -
4th Quarter	\$ 25,360.79	\$ 24,500.03	\$ 58,302.53	\$ 73,636.26	\$ -	\$ -	\$ -	\$ -
Other	\$ 4,326.76	\$ 6,732.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 194,270.97</b>	<b>\$ 211,762.18</b>	<b>\$ 267,105.10</b>	<b>\$ 467,428.69</b>	<b>\$ 360,000.00</b>	<b>\$ 234,577.16</b>	<b>\$ 475,000.00</b>	<b>\$ -</b>

Description	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual (YTD)	FY 2023 Budget	FY 2023 Actual (YTD)
Total Revenue	\$ 194,270.97	\$ 211,762.18	\$ 267,105.10	\$ 467,428.69	\$ 360,000.00	\$ 234,577.16	\$ 475,000.00	\$ -
First \$25,000 (General Fund)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ (25,000.00)	\$ -
Balance of ATAX Funds	\$ 169,270.97	\$ 186,762.18	\$ 242,105.10	\$ 442,428.69	\$ 335,000.00	\$ 209,577.16	\$ 450,000.00	\$ -
5% of Balance (General Fund)	\$ 8,463.55	\$ 9,338.11	\$ 12,105.26	\$ 22,121.43	\$ 16,750.00	\$ 10,478.86	\$ 22,500.00	\$ -
30% of Balance (Promotion-CVB)	\$ 50,781.29	\$ 56,028.65	\$ 72,631.53	\$ 132,728.61	\$ 100,500.00	\$ 62,873.15	\$ 135,000.00	\$ -
65% of Balance (Tourism-Related Expenditures)	\$ 110,026.13	\$ 121,395.42	\$ 157,368.32	\$ 287,578.65	\$ 217,750.00	\$ 136,225.15	\$ 292,500.00	\$ -

## FY 2023 State ATAX Fund Expenditure Details

#	FY 2023 Line Items	Description	#	Cost Per	Recommended	Notes
8001	Tourism Related Expenditures (65%)	Seabrook Island Club - Alan Fleming Tennis Tournament	1.00	\$ 17,000	\$ 17,000	Support for Alan Fleming Tennis Tournament
		St. Johns Fire District	1.00	\$ 18,500	\$ 18,500	Funding for 50% of a Zoll X Series Monitor/Defibrillator
		Town of Seabrook Island - Beach Patrol	1.00	\$ 90,000	\$ 90,000	Est. Contract Price \$185K: \$0K GF / \$90K State ATAX / \$95K County ATAX
		Town of Seabrook Island - Tourism-Related Personnel	1.00	\$ 74,594	\$ 74,594	Est. Cost for tourism-related staff and operating costs (TRANSFER)
		Town of Seabrook Island - Dolphin Education Program	1.00	\$ 10,000	\$ 10,000	Lowcountry Marine Mammal Network (Contract)
		Town of Seabrook Island - Gateway & Wayfinder Signs	1.00	\$ 5,000	\$ 5,000	Matching Funds for Gateway & Wayfinder Signage (MASC Grant)
		Town of Seabrook Island - Pathway Improvements	1.00	\$ 150,000	\$ 150,000	Capital Improvements to Bike Path (Lighting, signage, benches, fence, etc.)
		Town of Seabrook Island - Special Events	1.00	\$ 40,000	\$ 40,000	Chow Town (\$10,000), Holiday Celebration (\$10,000), Fireworks (\$20,000) etc.
	<b>TOTAL</b>				\$ <b>405,094</b>	
8002	Tourism Promotion (30%)	Charleston County Convention & Visitors Bureau (CVB)	1.00	\$ 135,000	\$ 135,000	30% of ATAX Balance - As required by state law
	<b>TOTAL</b>				\$ <b>135,000</b>	



**Town of Seabrook Island**

2001 Seabrook Island Road  
 Seabrook Island, SC 29455  
[townofseabrookisland.org](http://townofseabrookisland.org)

**State ATAX Funding Application**

**FY 2023**

Contact Us: (843) 768-9121  
[kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)

**APPLICATIONS MUST BE RECEIVED BY 12:00 PM ON MON. AUGUST 8, 2022**

**\*\*LATE APPLICATIONS WILL NOT BE CONSIDERED\*\***

**1 ORGANIZATION INFORMATION**

<b>Organization Name</b>	St. Johns Fire District (STJFD)					
<b>Contact Person</b>	<b>Name</b>	Ryan Kunitzer	<b>Title</b>	Fire Chief		
	<b>Phone #</b>	843-559-9194	<b>Email</b>	r.kunitzer@stjfd.org		
<b>Mailing Address</b>	<b>Street</b>	PO Box 56				
	<b>City</b>	Johns Island	<b>State</b>	SC	<b>Zip</b>	29457
<b>Website Address</b>	www.stjfd.org					
<b>Year Established</b>	1959					
<b>Organization Type</b>	<input checked="" type="checkbox"/> Government Unit (City, County, School)		<input type="checkbox"/> For-Profit Business or Organization			
	<input type="checkbox"/> Tax-Exempt Charitable Organization		<input type="checkbox"/> Other Tax-Exempt Organization			
	<input type="checkbox"/> Church or Religious Organization		<input type="checkbox"/> Unincorporated Association or Group			
	<input type="checkbox"/> Other (Please Specify): _____					
	Federal Employee ID # 576008015					
<b>If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?</b>						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>						
<b>If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?</b>						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>						
<b>In the space below, please provide a brief description of your organization's history and mission.</b>						
St. Johns Fire District provides emergency services to the Seabrook, Kiawah, Johns and Wadmalaw Islands. STJFD services include emergency medical services (EMS) and pre-hospital treatment, responses to fires, citizen assists, and a multitude of rescue incidents. Established in 1959, the STJFD has grown from a volunteer organization to a modern fire department with 140 personnel and 7 fire stations providing 24/7/365 service to residents and its visitors.						

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

**2 PROJECT OVERVIEW**

<b>Project Name</b>	EMS Monitor					
<b>Project Date(s)</b>	01/01/2023					
<b>Amount Requested</b>	\$ 18,500.00					
<b>Tourism-Related Expenditure Category</b> <i>(Check all that apply)</i>	<input type="checkbox"/> Advertising & Promotion		<input type="checkbox"/> Public Facilities			
	<input type="checkbox"/> Promotion of Arts & Cultural Events		<input type="checkbox"/> Transportation & Shuttles			
	<input type="checkbox"/> Civic & Cultural Facilities		<input type="checkbox"/> Waterfront Erosion & Renourishment			
	<input checked="" type="checkbox"/> Public Services		<input type="checkbox"/> Visitor Information Centers			



**Please provide a brief description of the project, including its purpose, goals and objectives.**

STJFD is in the process of elevating its level of EMS service from a basic to advanced level. Primarily, for an EMS incident on Seabrook Island, STJFD is the first emergency provider to arrive on scene. Although we do not transport the patient, EMT's and Paramedics will begin to assess and treat a patient.

A Zoll X Series Monitor/Defibrillator when used in a pre-hospital setting can significantly contribute to better patient results. The cardiac monitor has the ability to assess and read heart rhythms, provide feedback to the EMT on patient condition through a myriad of diagnostic tools including blood pressure, oxygen levels, and also provide critical heart defibrillation if needed on a patient. Tools on the cardiac monitor measure the effectiveness of CPR and defibrillation in cardiac arrest events. This monitor will stay located on a STJFD unit on Seabrook Island at all times.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

STJFD responds to residents and visitors alike. When visitors come to Seabrook Island, they expect professional and competent emergency responders if they have an emergency. Regardless of where they come or they live, STJFD strives to provide compassionate and critical services to visitors. Having a cardiac monitor readily available can improve patient outcomes even before an ambulance arrives to take them to a local hospital. This monitor will stay on Seabrook Island.

<b>Who is your target audience?</b>	Visitors of any age range to Seabrook Island.	
<b>How will you advertise this project to visitors?</b> <i>(Check all that apply)</i>	<input type="checkbox"/> Television <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine <input type="checkbox"/> Billboards <input type="checkbox"/> Visitor's Guide	<input type="checkbox"/> Radio <input checked="" type="checkbox"/> Website <input type="checkbox"/> Brochures <input type="checkbox"/> Mailers (Out of County) <input checked="" type="checkbox"/> Other: <u>STJFD communication</u>

**3 PROJECT IMPACT**

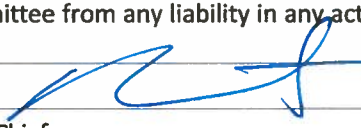
<b>Estimated Attendance</b>	<b>Total Attendance</b>	<i>n/a</i>
	<b>Total # of Tourists/Visitors</b>	<i>n/a</i>
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>		<i>n/a</i>

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

Estimated tourist impact was derived from a variety of sources including census data, short-term rental data, and Seabrook Island Club occupancy. Based on estimates- average weeks are about 65% residents and 35% visitors. During high demand times during the spring and summer, STJFD has estimated it to be an approximately 50/50% split of residents and visitors. This doesn't include number of guests related to each rental increasing the number of non-residents we respond to. STJFD does not record data on resident vs visitor on emergency medical incidents. This monitor will stay on Seabrook Island at all times. STJFD staff approximately during the summer this is also a 50/50% split in emergency responses.

4 FINANCIAL INFORMATION			
What is your organization's annual operating budget?		\$ 15,305,000.00	
What is the estimated budget for this project?		\$ 18,500.00	
What are the estimated revenues for this project? ▼		What are the estimated expenditures for this project? ▼	
<i>Source</i>	<i>Amount</i>	<i>Source</i>	<i>Amount</i>
N/A	\$	Zoll X Series Monitor	\$36,629.54
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Please provide a detailed explanation of how your organization will use ATAX funds from the Town.			
Fund from ATAX will be used to purchase a Zoll X Series Monitor for use on Seabrook Island. Based on methodology above, STJFD is requesting the ATAX funds provide 50% of the cost price of the Zoll X Series monitor.			

5 OTHER INFORMATION
Do you wish to provide any additional comments or information about your project or organization?
STJFD recognizes that this is not a tourism project, but would like to emphasize how important this device is in handling many emergency medical situations. STJFD may be providing patient care for long periods of time before a transport ambulance arrives. We recognize this also benefits residents but want to ensure the visitors or Seabrook receive the highest level of care when they are away from home. The monitor will stay on Seabrook Island at all times. STJFD is requesting funding of approximately 50% of the cost of the Zoll monitor.

6 CERTIFICATION			
(A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.			
(B) I certify that all information contained herein is true and accurate to the best of my knowledge.			
(C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.			
(D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.			
(E) If the Town provides funds, I agree to allow a representative of the Town and/or its appointed representative to examine the financial records of my organization insofar as they pertain to this project.			
(F) I hereby declare that this organization carries liability insurance in the amount of <u>\$2,000,000.00</u> and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.			
(G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.			
<b>Applicant Signature</b>		<b>Date</b>	08/03/2022
<b>Applicant Title</b>	Fire Chief		
<b>Organization Name</b>	St. Johns Fire District		





**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-36501 Version: 1

Saint John's Fire District  
 1148 Main Road  
 Johns Island, SC 29455

ZOLL Customer No: 184190

Scott McCullough  
 843-559-9194  
 s.mccullough@stjfd.org

Quote No: Q-36501  
 Version: 1

Issued Date: July 20, 2022  
 Expiration Date: September 16, 2022

Terms: NET 30 DAYS

FOB: Shipping Point  
 Freight: Free Freight

Prepared by: Michael Cox  
 EMS Territory Manager  
 mcox@zoll.com  
 +1 7047770165

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2231011-01	<p><b>X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack</b></p> <p>Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen.            Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	1	\$45,343.00	\$32,816.40	\$32,816.40
2	949804	REUSE-12-2MQ	<p><b>Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector</b></p>	1	\$58.00	\$44.62	\$44.62



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Saint John's Fire District  
 Quote No: Q-36501 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	REUSE-09-2MQ	<b>Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector</b>	1	\$58.00	\$44.62	\$44.62
4	949804	8000-001392	<b>Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable</b>	1	\$278.00	\$200.90	\$200.90
5	949804	8000-000371	<b>rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)</b>	1	\$957.00	\$676.00	\$676.00
6	949804	8000-0580-01	<b>Six hour rechargeable Smart battery</b>	1	\$572.00	\$421.00	\$421.00
7		8778-89001-WF	<p><b>X Series - Worry-Free Service Plan - 1 Year At Time of Sale</b></p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)</p>	1	\$1,865.00	\$1,865.00	\$1,865.00
8		8400-110041	<p><b>CaseReview Premium Subscription, R Series and X Series, 1 Year- Hosted</b></p> <p>Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.</p>	1	\$561.00	\$561.00	\$561.00

Subtotal: \$36,629.54

**Total: \$36,629.54**



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Saint John's Fire District  
Quote No: Q-36501 Version: 1

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on September 16, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).



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Saint John's Fire District  
Quote No: Q-36501 Version: 1

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Saint John's Fire District**

Authorized Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ALS/BLS Software Solutions Master Application Service Provider Agreement**

**1. Orders.** ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

**2. Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

**3. ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

**3.1. Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

**3.2. Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

**3.3. Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

**3.4. Service Level Agreement.**

**3.4.1. Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

**3.4.2. Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.





Saint John's Fire District  
Quote No: Q-36501 Version: 1

**3.4.3. Excused Downtime.** “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

**3.4.7. Customer Content; Security; Backup.**

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“Customer Content”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “Active Customer Content”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “Active Retention Period”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “Database”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“Inactive Customer Content”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A “Service Credit” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “Implementation Services”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and



Saint John's Fire District  
Quote No: Q-36501 Version: 1

the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

**5.1. Support.**

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

**6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



Saint John's Fire District  
Quote No: Q-36501 Version: 1

(“**Confidential Information**”) for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it (“**Disclosing Party**”) only to the employees or contractors of the party receiving it (“**Receiving Party**”) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL’s Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party’s obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

**8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees (“**Customer Parties**”) brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL’s request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL’s opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL’s entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the “**ZOLL Parties**”) harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, “**Claims**”) that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties’ use or misuse of any of the Software or Services, including without limitation in combination with Customer’s software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL’s net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER’S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer’s sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL’s licensors and suppliers, for third party products or services, and for the actions or omissions of Customer’s representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the “**Executable Code**”); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the “**Source Code**”); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the “**ZOLL Property**”). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

**11. Term and Termination.**





## ZOLL Medical Corporation

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Saint John's Fire District  
Quote No: Q-36501 Version: 1

**11.1. Term.** The term of this Agreement (“**Term**”) begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL’s then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. “**Implementation Date**” for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the “**Expired or Terminated Document**”) before such termination or expiration will become immediately due and payable; (b) Customer’s right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer’s computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer’s possession and (iii) return or destroy all copies of the Documentation in Customer’s possession or control; (d) each party shall promptly discontinue all use of the other party’s Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party’s option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL’s request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer’s compliance with its post-termination obligations set forth in this [Section 11.3](#).

## 12. General Provisions.

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer’s records relating to Customer’s use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer’s underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL’s standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**12.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



Saint John's Fire District  
Quote No: Q-36501 Version: 1

and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider (“**Third Party Provider**”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“**Third Party Products or Services**”), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “**Force Majeure Event**”).

**12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer (“**PHI**”) in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “**HIPAA**”). “**Covered Entity**” as used herein means Customer. “**Business Associate**” as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

**13.1. Applicability.** This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Saint John's Fire District  
Quote No: Q-36501 Version: 1

**13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

**13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

**13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

**13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

**13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

**13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

**13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

**13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

**Customer**

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
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**Town of Seabrook Island**

2001 Seabrook Island Road  
 Seabrook Island, SC 29455  
[townofseabrookisland.org](http://townofseabrookisland.org)

**State ATAX Funding Application**

**FY 2023**

Contact Us: (843) 768-9121  
[kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)

**APPLICATIONS MUST BE RECEIVED BY 12:00 PM ON MON. AUGUST 8, 2022**  
**\*\*LATE APPLICATIONS WILL NOT BE CONSIDERED\*\***

1 ORGANIZATION INFORMATION						
<b>Organization Name</b>	Alan Fleming Tennis Tournament Committee/Seabrook Island Tennis Club					
<b>Contact Person</b>	<b>Name</b>	Karen Petrucelli	<b>Title</b>	Committee Chair		
	<b>Phone #</b>	412-310-7537	<b>Email</b>	kpconsultingllc@yahoo.com		
<b>Mailing Address</b>	<b>Street</b>					
	<b>City</b>	Seabrook Island	<b>State</b>	SC	<b>Zip</b>	29455
<b>Website Address</b>	alanflemingtournament.net					
<b>Year Established</b>						
<b>Organization Type</b>	<input type="checkbox"/> Government Unit (City, County, School)		<input type="checkbox"/> For-Profit Business or Organization			
	<input type="checkbox"/> Tax-Exempt Charitable Organization		<input type="checkbox"/> Other Tax-Exempt Organization			
	<input type="checkbox"/> Church or Religious Organization		<input checked="" type="checkbox"/> Unincorporated Association or Group			
	<input type="checkbox"/> Other (Please Specify): _____					
	<b>Federal Employee ID #</b>					
<b>If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?</b>						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>						
<b>If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?</b>						
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>						
<b>In the space below, please provide a brief description of your organization's history and mission.</b>						
<p>The event was established in 1981 under the leadership of Seabrook Island resident Alan Fleming (a nationally ranked tennis player) and his wife Sally. When Alan passed away in 1997, the tournament was named in his honor. Over the years participation has grown to over 250 players. The mission of the event is to provide a first class competitive tournament that attracts players from the Southeast region. Additionally, the tournament has a philanthropic component that raises funds to support charities on Johns and Wadmalaw Islands.</p>						

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW		
<b>Project Name</b>	Alan Fleming Senior Clay Championship Tournament	
<b>Project Date(s)</b>	October 2023	
<b>Amount Requested</b>	\$ 17,000.00	
<b>Tourism-Related Expenditure Category (Check all that apply)</b>	<input checked="" type="checkbox"/> Advertising & Promotion	<input type="checkbox"/> Public Facilities
	<input type="checkbox"/> Promotion of Arts & Cultural Events	<input type="checkbox"/> Transportation & Shuttles
	<input type="checkbox"/> Civic & Cultural Facilities	<input type="checkbox"/> Waterfront Erosion & Renourishment
	<input type="checkbox"/> Public Services	<input type="checkbox"/> Visitor Information Centers

**Please provide a brief description of the project, including its purpose, goals and objectives.**

The Alan Fleming Tournament is one of the most highly regarded in the region. The event attracts high level players from the Southeast Region. The UTSTA event is a Clay Mixed Double Level 1 event and the Fleming tournament is a Level 3 singles and doubles tournament for players 30-80 years old. Goals for 2023 include:

- \*Increase the number of players to 300
- \*Continue to enhance the player and guest experience with a high quality tournament and first rate social activities;
- \*Engage the SBI community with a Level 1 tournament that can be enjoyed by all residents
- \*Provide opportunities for the Town of Seabrook and local businesses to showcase themselves to visitors
- \*Provide philanthropic support to local Johns and Wadmalaw charitable organizations

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

The project will promote tourism by introducing players and visitors to the Town of Seabrook and its outstanding amenities. The event will be promoted through Social Media (Facebook, Instagram); local news publications, and our new enhanced website. The new website and increased social media activity will help local businesses through the online dining guide and links to Tournament Sponsors. The committee is working to increase sponsorship revenue by engaging local businesses, restaurants and retail shops. With the projected increase in players, sponsors and visitor guests, the potential for new home buyers, returning visitors to Seabrook Island, the uniqueness of SBI will be enhanced.

<b>Who is your target audience?</b>	The target audience is highly competitive tennis players (30-80 year old) in the Southeast region and tennis enthusiasts who enjoy watching competitive regional tennis tournaments.	
<b>How will you advertise this project to visitors?</b> <i>(Check all that apply)</i>	<input type="checkbox"/> Television <input checked="" type="checkbox"/> Newspaper <input checked="" type="checkbox"/> Magazine <input type="checkbox"/> Billboards <input type="checkbox"/> Visitor's Guide	<input type="checkbox"/> Radio <input checked="" type="checkbox"/> Website <input checked="" type="checkbox"/> Brochures <input type="checkbox"/> Mailers (Out of County) <input type="checkbox"/> Other: <u>Social Media</u>

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	300
	<b>Total # of Tourists/Visitors</b>	600
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>	\$ 520,000.00	

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

The methodology used to estimate 300 in attendance is by increasing the Fleming tournament to a Level 1 will attract more high level players. This will result in an increase in the number of spectators, tourists and visitors. The financial impact of the project is based on the 2017 Office of Tourism, School of Business data indicating the average tourist spends \$217/day over the 4 day tournament.

**4 FINANCIAL INFORMATION**

<b>What is your organization's annual operating budget?</b>		\$ 74,000.00	
<b>What is the estimated budget for this project?</b>		\$ 74,000.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<i>Source</i>	<i>Amount</i>	<i>Source</i>	<i>Amount</i>
Entrance fees	\$ 36,000.00	Tournament	\$ 37,000.00
Sale of Merchandise	\$ 4,000.00	Player Party	\$ 26,000.00
Player Event Guests	\$ 2,000.00	Hospitality	\$ 6,000.00
Business Sponsors	\$ 32,000.00	General and Fundraising	\$ 5,000.00
	\$		\$
	\$ 74,000.00		\$ 74,000.00

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

Revenue from player registration and sponsorships cover only a portion of the event expenses. Funding from the Town of Seabrook as the presenting sponsor will afford the ability to present a high-quality tournament experience for players by providing funds for advertising and promotion, hospitality and social interaction to further promote the Town of Seabrook.

**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

The tournament costs continue to increase (post Covid) particularly for referee compensation, court maintenance, housing and hospitality. With the support of ATAX funding and the Seabrook resident volunteer hours provided operating the tournament, the Fleming Tournament can continue to be one of the premier events in the Southeast Region on Seabrook Island.

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
- (C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.
- (D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.
- (E) If the Town provides funds, I agree to allow a representative of the Town and/or its appointed representative to examine the financial records of my organization insofar as they pertain to this project.
- (F) I hereby declare that this organization carries liability insurance in the amount of \$ \_\_\_\_\_ and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.
- (G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.

<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Laura Ferreira, Director of Racquest Sports		
<b>Organization Name</b>	Seabrook Island Tennis Club		



## Alan Fleming Committee Members 2022

Committee/Chair	Email	Phone
Director: Laura Ferreira	<a href="mailto:lferreira@seabrookisland.com">lferreira@seabrookisland.com</a>	843-768-7543
Chair: Karen Petrucelli	<a href="mailto:kpconsultingllc@yahoo.com">kpconsultingllc@yahoo.com</a>	412-310-7537
Photography: John Carpenter	<a href="mailto:badger888@comcast.net">badger888@comcast.net</a>	
Social: Dee Colquitt	<a href="mailto:colquittdee@gmail.com">colquittdee@gmail.com</a>	860-581-3028
Sponsorship: Jute Colquitt	<a href="mailto:julian.colquitt@gmail.com">julian.colquitt@gmail.com</a>	860-816-9430
Court Management:		
Guy Gimson	<a href="mailto:gdgimson@comcast.net">gdgimson@comcast.net</a>	
Finance: Judy Gimson	<a href="mailto:jagimson@comcast.com">jagimson@comcast.com</a>	973-769-7045
Fundraising Letter: Sarah Good	<a href="mailto:sarahgood329@gmail.com">sarahgood329@gmail.com</a>	704-661-7175
Parking: Bill Good	<a href="mailto:bgood1414@gmail.com">bgood1414@gmail.com</a>	847-276-1664
Fundraising Letter: Jeanne Knowles	<a href="mailto:pjknowles@aol.com">pjknowles@aol.com</a>	843-614-9169
Registration: Patty Linton	<a href="mailto:pvlinton@gmail.com">pvlinton@gmail.com</a>	516-707-1404
Player Favors: Pat Marino	<a href="mailto:pattyandjoemarino@gmail.com">pattyandjoemarino@gmail.com</a>	843-367-2739
Sponsorship: Jim Petrucelli	<a href="mailto:jpetrucellisc@gmail.com">jpetrucellisc@gmail.com</a>	412-302-8634
Player Lounge		
Annalee Regensburg	<a href="mailto:agregensburg@gmail.com">agregensburg@gmail.com</a>	703-622-8086
Website/Social Media: Ellen Smith	<a href="mailto:smit2916@comcast.net">smit2916@comcast.net</a>	678-313-0253
Social: Pat Tallman	<a href="mailto:pjtalls320@gmail.com">pjtalls320@gmail.com</a>	440-376-9910
Publicity: Karen Petrucelli	<a href="mailto:kpconsultingllc@yahoo.com">kpconsultingllc@yahoo.com</a>	412-310-7537
Charity Fundraising		
Holly Loving	<a href="mailto:hollyhloving@gmail.com">hollyhloving@gmail.com</a>	703-627-1167
Ruthie Dalpee	<a href="mailto:radalpe@gmail.com">radalpe@gmail.com</a>	410-598-3651



## Town of Seabrook Island

2001 Seabrook Island Road  
 Seabrook Island, SC 29455  
[townofseabrookisland.org](http://townofseabrookisland.org)

## State ATAX Funding Application **FY 2023**

Contact Us: (843) 768-9121  
[kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)

**APPLICATIONS MUST BE RECEIVED BY 12:00 PM ON MON. AUGUST 8, 2022**  
**\*\*LATE APPLICATIONS WILL NOT BE CONSIDERED\*\***

1 ORGANIZATION INFORMATION					
Organization Name	Town of Seabrook Island				
Contact Person	Name	Joe Cronin	Title	Town Administrator	
	Phone #	(843) 768-9121	Email	jcronin@townofseabrookisland.org	
Mailing Address	Street	2001 Seabrook Island Road			
	City	Seabrook Island	State	SC	Zip 29455
Website Address	www.townofseabrookisland.org				
Year Established	1987				
Organization Type	<input checked="" type="checkbox"/> Government Unit (City, County, School) <input type="checkbox"/> For-Profit Business or Organization <input type="checkbox"/> Tax-Exempt Charitable Organization <input type="checkbox"/> Other Tax-Exempt Organization <input type="checkbox"/> Church or Religious Organization <input type="checkbox"/> Unincorporated Association or Group <input type="checkbox"/> Other (Please Specify): _____				
Federal Employee ID #	57-0855224				
If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>					
If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>					
In the space below, please provide a brief description of your organization's history and mission.					
<p>The Town of Seabrook Island was incorporated in 1987 and operates as a municipal government pursuant to the South Carolina Code of Laws.</p>					

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW	
Project Name	Town of Seabrook Island Beach Patrol
Project Date(s)	April 1, 2023 to September 30, 2023
Amount Requested	\$ 90,000.00
Tourism-Related Expenditure Category (Check all that apply)	<input type="checkbox"/> Advertising & Promotion <input type="checkbox"/> Public Facilities <input type="checkbox"/> Promotion of Arts & Cultural Events <input type="checkbox"/> Transportation & Shuttles <input type="checkbox"/> Civic & Cultural Facilities <input type="checkbox"/> Waterfront Erosion & Renourishment <input checked="" type="checkbox"/> Public Services <input type="checkbox"/> Visitor Information Centers

**Please provide a brief description of the project, including its purpose, goals and objectives.**

Funds will be used to pay a portion of the contract price for beach patrol services. The Town of Seabrook Island currently contracts with Barrier Island Ocean Rescue to provide code enforcement, water rescue, and general assistance to beach goers on the beaches of Seabrook Island during our peak tourist season. The goal is to provide a safe, welcoming environment for both residents and visitors. During the peak tourist season, a significant percentage (we have estimated at least two-thirds) of people using the beach are tourists. Accordingly the Town is seeking to use state ATAX funds to pay a portion of the total contract price (\$185,000). The town will pay the balance of the contract price with funds from other sources. The Town does not provide beach patrol services in the off-peak months when a significant number of tourists are not anticipated to use the beach.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

The presence of the beach patrol will provide visitors a sense of wellbeing knowing that US Lifeguard Association certified patrol members, trained in basic first aid, are readily available in the event of an emergency. The beach patrol will also provide a safe beach environment by rendering assistance to those in need, calling for assistance, as necessary, from appropriate law enforcement entities, enforcing the town’s beach ordinance (particularly with respect to dogs off leash and glass containers on the beach) and responding to requests for assistance from beach goers. Several times per week, beach patrol services up to 6 trash cans which are provided by the town. This service minimizes the amount of trash and debris on the beach and contributes to the maintenance of our environmental resources.

**Who is your target audience?**

The services are provided to all users of the Town of Seabrook Island's beaches. While the majority of beachgoers are tourists (particularly during the peak season), the services are provided to all users of the beach, including residents and their guests.

**How will you advertise this project to visitors?**  
*(Check all that apply)*

- |  |  |
|--|--|
| <input type="checkbox"/> Television      | <input type="checkbox"/> Radio   |
| <input type="checkbox"/> Newspaper       | <input checked="" type="checkbox"/> Website                                |
| <input type="checkbox"/> Magazine        | <input type="checkbox"/> Brochures   |
| <input type="checkbox"/> Billboards      | <input type="checkbox"/> Mailers (Out of County)                           |
| <input type="checkbox"/> Visitor’s Guide | <input checked="" type="checkbox"/> Other: <u>Social Media / Tidelines</u> |

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	163,938
	<b>Total # of Tourists/Visitors</b>	106,560
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>		\$ 21,312,000.00

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

The maximum daily occupancy of all rental units within the town is approximately 3,700. To calculate the total number of visitors on the island during the peak season, we assumed 80% occupancy (2,960 per day). We then assumed that 20% of all visitors (592) would use the beach at least once on any given day, and then multiplied this number by 180 days (106,560).

The total attendance assumes that number of tourists accounts for approximately 65% of beachgoers. The remaining 35% are assumed to be property owners and their guests (ie. non-renters).

The estimated financial impact is based on 106,560 total visitors x \$200/day during the peak months.

**4 FINANCIAL INFORMATION**

<b>What is your organization’s annual operating budget?</b>		\$ 2,491,572.00	
<b>What is the estimated budget for this project?</b>		\$ 185,000.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<b>Source</b>	<b>Amount</b>	<b>Source</b>	<b>Amount</b>
State ATAX	\$ 90,000.00	Barrier Island Ocean Rescue	\$ 185,000.00
County ATAX and/or General Fund	\$ 95,000.00	(Contracted Service)	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

The estimated cost of this project is \$185,000.00. Beach patrol services are anticipated to be provided by an outside contractor under contract with the Town of Seabrook Island. Barrier Island Ocean Rescue has provided beach patrol services in the Town of Seabrook Island since 2017 and also provides the same service in the Town of Kiawah Island. The total cost of the beach patrol contract is proposed to be funded with approximately 49% from State ATAX (\$90,000). The remainder (\$90,000) will be funded by alternate sources, including the town's General Fund and/or County ATAX funds.


**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

Several members of beach patrol will be commissioned by the town as code enforcement officers. This will be included in the above referenced contract cost. At least one code enforcement officer will be present on the beach at all times beach patrol is present. In the event a custodial arrest is required, law enforcement services will be provided by Charleston County Sheriff’s Deputies. Any expenses so incurred will be paid for under existing contracts with Charleston County.

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
- (C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.
- (D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.
- (E) If the Town provides funds, I agree to allow a representative of the Town and/or its appointed representative to examine the financial records of my organization insofar as they pertain to this project.
- (F) I hereby declare that this organization carries liability insurance in the amount of \$ 1,000,000.00 and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.
- (G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.

<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Town Administrator		
<b>Organization Name</b>	Town of Seabrook Island		



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1 ORGANIZATION INFORMATION					
Organization Name	Town of Seabrook Island				
Contact Person	Name	Joe Cronin	Title	Town Administrator	
	Phone #	(843) 768-9121	Email	jcronin@townofseabrookisland.org	
Mailing Address	Street	2001 Seabrook Island Road			
	City	Seabrook Island	State	SC	Zip 29455
Website Address	www.townofseabrookisland.org				
Year Established	1987				
Organization Type	<input checked="" type="checkbox"/> Government Unit (City, County, School) <input type="checkbox"/> For-Profit Business or Organization <input type="checkbox"/> Tax-Exempt Charitable Organization <input type="checkbox"/> Other Tax-Exempt Organization <input type="checkbox"/> Church or Religious Organization <input type="checkbox"/> Unincorporated Association or Group <input type="checkbox"/> Other (Please Specify): _____				
Federal Employee ID #	57-0855224				
If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>					
If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>					
In the space below, please provide a brief description of your organization's history and mission.					
<p>The Town of Seabrook Island was incorporated in 1987 and operates as a municipal government pursuant to the South Carolina Code of Laws.</p>					

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW	
Project Name	Town of Seabrook Island Dolphin Education Program
Project Date(s)	2023 Calendar Year (Peak Activities April-September 2023)
Amount Requested	\$ 10,000.00
Tourism-Related Expenditure Category (Check all that apply)	<input checked="" type="checkbox"/> Advertising & Promotion <input type="checkbox"/> Public Facilities <input type="checkbox"/> Promotion of Arts & Cultural Events <input type="checkbox"/> Transportation & Shuttles <input type="checkbox"/> Civic & Cultural Facilities <input type="checkbox"/> Waterfront Erosion & Renourishment <input checked="" type="checkbox"/> Public Services <input type="checkbox"/> Visitor Information Centers



**Please provide a brief description of the project, including its purpose, goals and objectives.**

The primary goals and objectives of the Town of Seabrook Island Dolphin Education Program are to: 1) Maintain an environment that encourages dolphins to continue strand feeding without interference or disturbance from tourists and residents; 2) Provide educational outreach on and near beaches where dolphins are known to strand feed, as well as distribution of materials to visitors and residents throughout the Seabrook Island Community; and 3) Collect data to better understand this unique strand feeding behavior (i.e. frequency, number of dolphins, photo documentation, etc). This data will allow the town to monitor the impact of human activity on dolphin behavior, provide better protection of the dolphin's natural habitat, and ensure that strand feeding remains an experience that visitors to Seabrook Island may continue to experience. The ability to see dolphins strand feeding in their natural environment has been broadcast regionally and nationally and continues to draw visitors to the Town of Seabrook Island.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

The Town of Seabrook Island Dolphin Education program will enhance the visitor and tourist trade by: 1) Encouraging visitors to safely and responsibly view strand feeding dolphins; 2) Protecting an environment which encourages strand feeding by minimizing human interaction, interference and harassment; 3) Preserving this extremely unique viewing experience for tourists; and 4) Allowing Seabrook Island to become one of leaders in this conservation effort. Identifying feeding hotspots will allow the town to focus conservation efforts in those areas, as well as understand the impacts on individual strand feeders if these habitats are lost or if the behavior is abandoned. Continuation of this educational program will involve monitoring the beach during peak times for strand feeding, observing and recording dolphin behavior, and informing tourists and residents about the proper way to maintain a safe viewing distance. Educational materials will be provided to local residents and businesses, both directly and at local events on Seabrook Island.

<b>Who is your target audience?</b>	Current and prospective visitors to the Town of Seabrook Island	
<b>How will you advertise this project to visitors?</b> <i>(Check all that apply)</i>	<input checked="" type="checkbox"/> Television <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine <input type="checkbox"/> Billboards <input type="checkbox"/> Visitor's Guide	<input type="checkbox"/> Radio <input checked="" type="checkbox"/> Website <input checked="" type="checkbox"/> Brochures <input type="checkbox"/> Mailers (Out of County) <input checked="" type="checkbox"/> Other: <u>Social Media / Tidelines</u>

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	3,640
	<b>Total # of Tourists/Visitors</b>	2,730
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>		\$ 673,400.00

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

Estimated attendance:  
 January-March 2023: 450 (5 visitors per day)  
 April-September 2023: 2,730 (15 visitors per day)  
 October-December 2023: 460 (5 visitors per day)  
 Total Attendance: 3,640  
 Est. Tourism Attendance: 2,912 (80%)

The estimated financial impact is based on 2,730 visitors x \$200/day in peak months, and 910 visitors x \$100/day in off-peak months.

**4 FINANCIAL INFORMATION**

<b>What is your organization’s annual operating budget?</b>		\$ 2,491,572.00	
<b>What is the estimated budget for this project?</b>		\$ 10,000.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<b>Source</b>	<b>Amount</b>	<b>Source</b>	<b>Amount</b>
State ATAX	\$ 10,000.00	Lowcountry Marine Mammal Network	\$ 10,000.00
	\$	(Contracted Service)	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

The estimated cost of this project is \$10,000.00. Educational services will be provided by the Lowcountry Marine Mammal Network (LMMN), under contract with the Town of Seabrook Island. The Town first contracted with LMMN in 2018 and continued this relationship for the 2019, 2020 and 2021 seasons. LMMN currently manages a similar program with the Town of Kiawah Island, which is also funded by State ATAX. No other revenue sources are anticipated.


**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

Additional support, such as Sheriff’s Deputies and Beach Patrol Enforcement, may be required during the provision of educational services if dolphin monitors observe disruptive or illegal activities. Any expenses so incurred will be paid for under existing contracts with Charleston County and/or Island Beach Services.

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
- (C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.
- (D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.
- (E) If the Town provides funds, I agree to allow a representative of the Town and/or its appointed representative to examine the financial records of my organization insofar as they pertain to this project.
- (F) I hereby declare that this organization carries liability insurance in the amount of \$ 1,000,000.00 and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.
- (G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.

<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Town Administrator		
<b>Organization Name</b>	Town of Seabrook Island		



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1 ORGANIZATION INFORMATION					
Organization Name	Town of Seabrook Island				
Contact Person	Name	Joe Cronin	Title	Town Administrator	
	Phone #	(843) 768-9121	Email	jcronin@townofseabrookisland.org	
Mailing Address	Street	2001 Seabrook Island Road			
	City	Seabrook Island	State	SC	Zip 29455
Website Address	www.townofseabrookisland.org				
Year Established	1987				
Organization Type	<input checked="" type="checkbox"/> Government Unit (City, County, School) <input type="checkbox"/> For-Profit Business or Organization <input type="checkbox"/> Tax-Exempt Charitable Organization <input type="checkbox"/> Other Tax-Exempt Organization <input type="checkbox"/> Church or Religious Organization <input type="checkbox"/> Unincorporated Association or Group <input type="checkbox"/> Other (Please Specify): _____				
Federal Employee ID #	57-0855224				
<b>If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?</b>					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>					
<b>If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?</b>					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>					
<b>In the space below, please provide a brief description of your organization's history and mission.</b>					
<p>The Town of Seabrook Island was incorporated in 1987 and operates as a municipal government pursuant to the South Carolina Code of Laws.</p>					

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW	
Project Name	Town of Seabrook Island Gateway & Wayfinder Signage
Project Date(s)	Installed 2023 (Permanent)
Amount Requested	\$ 5,000.00
Tourism-Related Expenditure Category (Check all that apply)	<input checked="" type="checkbox"/> Advertising & Promotion <input type="checkbox"/> Public Facilities <input type="checkbox"/> Promotion of Arts & Cultural Events <input type="checkbox"/> Transportation & Shuttles <input checked="" type="checkbox"/> Civic & Cultural Facilities <input type="checkbox"/> Waterfront Erosion & Renourishment <input type="checkbox"/> Public Services <input type="checkbox"/> Visitor Information Centers

**Please provide a brief description of the project, including its purpose, goals and objectives.**

The purpose of this project is to design, manufacture and install a new "gateway" sign at the entry to Seabrook Island Road from the traffic circle in front of Freshfields Village. This project will also include the design, manufacture and installation of "wayfinder" signs along Seabrook Island Road. This project is intended to: 1) Improve the aesthetic design, functionality and consistency of signage within the town; 2) aid visitors with finding key locations, services and attractions within the town limits; and 3) promote the economic vitality and security of the town.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

One of the main traffic hazards on Seabrook Island Road is the large number of people who take the exit at the traffic circle, ending up on Seabrook Island Road rather than Freshfields Village or Kiawah Island. A new gateway sign will enhance the town's visibility at the traffic circle and promote public safety by reducing the volume of wrong turns and resulting u-turns in the middle of Seabrook Island Road. The gateway sign will also promote Seabrook Island to visitors to Freshfields, Kiawah Island and Cassique. The purpose of the wayfinder signage is to improve traffic flow and make it easier for visitors to find key locations, services and attractions around town. Examples of the types of content which may be included on the proposed wayfinder signs may include: Bohicket Marina, SIPOA Gate Pass Office, Town Hall, SIC Amenities Office, SIPOA Administrative Office, and others.

<b>Who is your target audience?</b>	The signage will benefit all users of Seabrook Island Road, but will be most beneficial to visitors who are not familiar with the community or the location of key locations, services and attractions.	
<b>How will you advertise this project to visitors?</b> <i>(Check all that apply)</i>	<input type="checkbox"/> Television <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine <input type="checkbox"/> Billboards <input type="checkbox"/> Visitor's Guide	<input type="checkbox"/> Radio <input type="checkbox"/> Website <input type="checkbox"/> Brochures <input type="checkbox"/> Mailers (Out of County) <input checked="" type="checkbox"/> Other: <u>Signage</u>

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	2,518,500
	<b>Total # of Tourists/Visitors</b>	1,259,250
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>		\$ 100,000.00

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

According to SCDOT traffic counts, the average daily traffic count on Seabrook Island Road (the ONLY access to and from Seabrook Island) is 6,900 vehicles per day. Over the course of a year, this equates to more than 2.5 million trips. During the peak season (April through September) the majority of trips along Seabrook Island Road are generated by non-residents.

The primary benefit of this project will be generated by enhanced visibility and improved public safety. Many of the key locations which may be illustrated on the wayfinder signage are governmental (Town) or non-profit (SIPOA, SIC) entities; however, some ancillary benefit may be realized by other entities and businesses, including short-term rental owners and management companies and businesses outside the SIPOA security gate./

**4 FINANCIAL INFORMATION**

<b>What is your organization's annual operating budget?</b>		\$ 2,491,572.00	
<b>What is the estimated budget for this project?</b>		\$ 30,000.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<b>Source</b>	<b>Amount</b>	<b>Source</b>	<b>Amount</b>
State ATAX	\$ 5,000.00	Signage (Design & Install)	\$ 30,000.00
MASC Grant	\$ 25,000.00		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

The estimated cost of this project is \$30,000. The majority of the town's expenditures will be associated with the design, manufacturing and installation of the new signage. New lighting and landscaping is also anticipated to be included at the new gateway sign for beautification purposes.


**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

The town was awarded a Hometown Economic Development Grant from the Municipal Association of South Carolina, which will provide \$25,000 towards this project. The \$5,000 request will be used as matching funds.

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
- (C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.
- (D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.
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- (F) I hereby declare that this organization carries liability insurance in the amount of \$ 1,000,000.00 and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.
- (G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.

<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Town Administrator		
<b>Organization Name</b>	Town of Seabrook Island		





## Town of Seabrook Island

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Contact Us: (843) 768-9121  
[kwatkins@townofseabrookisland.org](mailto:kwatkins@townofseabrookisland.org)

**APPLICATIONS MUST BE RECEIVED BY 12:00 PM ON MON. AUGUST 8, 2022**  
**\*\*LATE APPLICATIONS WILL NOT BE CONSIDERED\*\***

1 ORGANIZATION INFORMATION					
Organization Name	Town of Seabrook Island				
Contact Person	Name	Joe Cronin	Title	Town Administrator	
	Phone #	(843) 768-9121	Email	jcronin@townofseabrookisland.org	
Mailing Address	Street	2001 Seabrook Island Road			
	City	Seabrook Island	State	SC	Zip 29455
Website Address	www.townofseabrookisland.org				
Year Established	1987				
Organization Type	<input checked="" type="checkbox"/> Government Unit (City, County, School) <input type="checkbox"/> For-Profit Business or Organization <input type="checkbox"/> Tax-Exempt Charitable Organization <input type="checkbox"/> Other Tax-Exempt Organization <input type="checkbox"/> Church or Religious Organization <input type="checkbox"/> Unincorporated Association or Group <input type="checkbox"/> Other (Please Specify): _____				
Federal Employee ID #	57-0855224				
If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>					
If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>					
In the space below, please provide a brief description of your organization's history and mission.					
<p>The Town of Seabrook Island was incorporated in 1987 and operates as a municipal government pursuant to the South Carolina Code of Laws.</p>					

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW	
Project Name	Town of Seabrook Island Special Events
Project Date(s)	January 1, 2023-December 31, 2023
Amount Requested	\$ 40,000.00
Tourism-Related Expenditure Category (Check all that apply)	<input checked="" type="checkbox"/> Advertising & Promotion <input type="checkbox"/> Public Facilities <input checked="" type="checkbox"/> Promotion of Arts & Cultural Events <input type="checkbox"/> Transportation & Shuttles <input type="checkbox"/> Civic & Cultural Facilities <input type="checkbox"/> Waterfront Erosion & Renourishment <input type="checkbox"/> Public Services <input type="checkbox"/> Visitor Information Centers

**Please provide a brief description of the project, including its purpose, goals and objectives.**

The town is seeking approval to use State ATAX Funds for expenses related to the following tourism-generating events and activities: 1) Chow Town Food Truck Rodeo events (held every other week between Memorial Day and Labor Day); 2) Fourth of July Celebration (held July 3, 2023); and 3) Christmas Display & Holiday Event (held between December 1-31, 2023). The primary goals of these events are to: 1) Encourage tourists to visit and stay in Seabrook Island; 2) Provide community-wide celebrations in an environment that is safe, accessible and welcoming; 3) Provide an opportunity for visitors to participate in events and activities inside the town limits, rather than traveling outside of the town, thereby keeping disposable spending at local accommodations and restaurants; and 4) Support other events and activities taking place in the town during these periods.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

- 1) The Chow Town Food Truck Rodeos were implemented in the summer of 2022 in response to the closure of several restaurants in the town limits following the COVID pandemic. Existing restaurants were already operating at capacity, resulting in residents visitors leaving the town to dine out during the busy summer season.
- 2) The week surrounding the July 4th holiday is historically the busiest week of the year on Seabrook Island, with the highest concentration of tourists visiting our community. By funding the fireworks, the town will support other events and activities taking place during the holiday week, and provide an incentive for tourists (and their dollars) to remain on the island, rather than attending July 4th celebrations in other communities.
- 3) The Christmas Display and Holiday Event encourages tourism during the holiday season, which is typically slower than the busy summer months.

<b>Who is your target audience?</b>	Current and prospective visitors to the Town of Seabrook Island.	
<b>How will you advertise this project to visitors?</b> <i>(Check all that apply)</i>	<input type="checkbox"/> Television <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Magazine <input type="checkbox"/> Billboards <input type="checkbox"/> Visitor's Guide	<input type="checkbox"/> Radio <input checked="" type="checkbox"/> Website <input checked="" type="checkbox"/> Brochures <input type="checkbox"/> Mailers (Out of County) <input checked="" type="checkbox"/> Other: <u>Social Media / Tidelines</u>

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	7,500
	<b>Total # of Tourists/Visitors</b>	4,250
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>		\$ 760,000.00

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

This financial impact of Chow Town is based on an assumption of 10 events per year, with an estimated attendance of 350 attendees per event (3,500 total). It is assumed that 50% of attendees will be tourists (1,750). To estimate project impact, we use \$200 per person per day. (1,750 x \$200 = \$350,000)

The estimated attendance for the July 4th event is 3,000. Approximately 2/3 (2,000) are expected to be tourists. To estimate project impact, we use \$200 per person per day. It should be noted that most visitors to Seabrook Island during the July 4th holiday will stay for one week. (2,000 x 200 = \$400,000)

The financial impact of the monthlong Christmas Display & event is estimated at \$10,000, with 500 total visitors (50%).

**4 FINANCIAL INFORMATION**

<b>What is your organization’s annual operating budget?</b>		\$ 2,491,572.00	
<b>What is the estimated budget for this project?</b>		\$ 40,000.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<b>Source</b>	<b>Amount</b>	<b>Source</b>	<b>Amount</b>
State ATAX (Request)	\$ 40,000.00	Chow Town Food Truck Rodeos	\$ 10,000.00
	\$	Fourth of July (Fireworks)	\$ 20,000.00
	\$	Christmas Display & Holiday Event	\$ 10,000.00
	\$		\$
	\$		\$
	\$		\$

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

ATAX funds will be used to fund the following:


- 1) Chow Town Food Truck Rodeos: Advertising and promotion, signage, entertainment, and event-related equipment and supplies (tables, chairs, cleaning supplies, etc.)
- 2) Fourth of July Celebration: Funds will be used to pay for the fireworks display, tentatively scheduled for July 3rd at the Seabrook Island Club.
- 3) Christmas Display & Holiday Event: Advertising and promotion, lighting and decor, entertainment, equipment/supplies

**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
- (C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.
- (D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.
- (E) If the Town provides funds, I agree to allow a representative of the Town and/or its appointed representative to examine the financial records of my organization insofar as they pertain to this project.
- (F) I hereby declare that this organization carries liability insurance in the amount of \$ 1,000,000.00 and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.
- (G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.

<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Town Administrator		
<b>Organization Name</b>	Town of Seabrook Island		



## Town of Seabrook Island

2001 Seabrook Island Road  
 Seabrook Island, SC 29455  
[townofseabrookisland.org](http://townofseabrookisland.org)

## State ATAX Funding Application **FY 2023**

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Organization Name	Town of Seabrook Island				
Contact Person	Name	Joe Cronin	Title	Town Administrator	
	Phone #	(843) 768-9121	Email	jcronin@townofseabrookisland.org	
Mailing Address	Street	2001 Seabrook Island Road			
	City	Seabrook Island	State	SC	Zip 29455
Website Address	www.townofseabrookisland.org				
Year Established	1987				
Organization Type	<input checked="" type="checkbox"/> Government Unit (City, County, School) <input type="checkbox"/> For-Profit Business or Organization <input type="checkbox"/> Tax-Exempt Charitable Organization <input type="checkbox"/> Other Tax-Exempt Organization <input type="checkbox"/> Church or Religious Organization <input type="checkbox"/> Unincorporated Association or Group <input type="checkbox"/> Other (Please Specify): _____				
Federal Employee ID #	57-0855224				
If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>					
If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's IRS Tax Exempt Determination Letter</i>					
In the space below, please provide a brief description of your organization's history and mission.					
<p>The Town of Seabrook Island was incorporated in 1987 and operates as a municipal government pursuant to the South Carolina Code of Laws.</p>					

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW	
Project Name	Town of Seabrook Island Tourism-Related Personnel & Operating Expenses
Project Date(s)	January 1, 2023-December 31, 2023
Amount Requested	\$ 74,594.00
Tourism-Related Expenditure Category (Check all that apply)	<input checked="" type="checkbox"/> Advertising & Promotion <input type="checkbox"/> Public Facilities <input checked="" type="checkbox"/> Promotion of Arts & Cultural Events <input type="checkbox"/> Transportation & Shuttles <input type="checkbox"/> Civic & Cultural Facilities <input type="checkbox"/> Waterfront Erosion & Renourishment <input checked="" type="checkbox"/> Public Services <input type="checkbox"/> Visitor Information Centers

**Please provide a brief description of the project, including its purpose, goals and objectives.**

The town's draft budget for FY 2023 includes several new and existing positions:

- Communication & Events Manager (full-time): Will be responsible for coordinating all communication activities by the town and for planning and executing all festivals, events and other tourism-promoting activities.
- On-Call Event Staff (part-time): Will assist the Communication & Events Manager with the planning and execution of festivals, events and other tourism-promoting activities.
- Code Enforcement Officers (1 full-time & 4 part-time): Will provide patrol and enforcement services on evenings and weekends in an effort to maintain public safety and enforce town ordinances.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

- Communication & Events Manager: 50% of this position will be dedicated to advertising, promoting and coordinating cultural events and other tourism-related activities within the town. This position will also coordinate and supervise the On-Call Event Staff. The primary objective of these activities will be to attract and provide for tourists within the town.
- On-Call Event Staff: 100% of these on-call positions will be dedicated to assisting the Communication & Events Manager with the planning and execution of festivals, events and other tourism-promoting activities.
- Code Enforcement Officers: Approximately 25% of each code enforcement officer's workload will involve patrol and enforcement of the town's beach rules. To account for the fact that tourists make up more than 50% of all beachgoers, we apportion half of this amount (12.5%) of the total cost of each Code Enforcement Officer toward tourism-related activities.

<b>Who is your target audience?</b>	Current and prospective visitors to the Town of Seabrook Island.	
<b>How will you advertise this project to visitors?</b> <i>(Check all that apply)</i>	<input type="checkbox"/> Television <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine <input type="checkbox"/> Billboards <input type="checkbox"/> Visitor's Guide	<input type="checkbox"/> Radio <input checked="" type="checkbox"/> Website <input type="checkbox"/> Brochures <input type="checkbox"/> Mailers (Out of County) <input checked="" type="checkbox"/> Other: <u>Social Media / Tidelines</u>

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	3,500
	<b>Total # of Tourists/Visitors</b>	1,750
<b>What is the estimated financial impact of this project?</b> <i>(How many tourist dollars will be spent in the community?)</i>		\$ 350,000.00

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

This financial impact is based on an assumption of 10 events per year, with an estimated attendance of 350 attendees per event (3,500 total). It is assumed that 50% of attendees will be tourists (1,750). To estimate project impact, we use \$200 per person per day.

The estimated financial impact of code enforcement services is expected to be similar to that experienced by Beach Patrol (see separate application). It should be noted, however, that Beach Patrol is not present on the town's beaches between October 1 and March 31st, whereas Code Enforcement Officers will be present year round.



**4 FINANCIAL INFORMATION**

<b>What is your organization’s annual operating budget?</b>		\$ 2,491,572.00	
<b>What is the estimated budget for this project?</b>		\$ 313,800.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<b>Source</b>	<b>Amount</b>	<b>Source</b>	<b>Amount</b>
State ATAX (Request)	\$ 74,594.00	See attached worksheet	\$ 313,800.00
General Fund	\$ 185,316.00	- ATAX Apportionment (23.8%)	\$ 74,594.00
STR Permit Fund	\$ 53,890.00		\$
	\$		\$
	\$		\$
	\$		\$

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

The total personnel, operating and capital costs related to these positions will be \$313,800 in FY 2023. Of that amount, \$74,594 (23.8%) may be apportioned to tourism promotion and/or providing for tourists. The remainder will be funded from other sources. The total is based on a 50% apportionment of costs related to the Communication & Events Manager, 12.5% for each Code Enforcement Officer (1 full-time, 4 part-time) and 100% of the cost of On-Call Event Staff. See attached worksheet for a detailed breakdown. If approved, funds will be moved from ATAX via interfund transfer: \$73,719 to the General Fund and \$875 to the Vehicle Replacement Fund.


**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

In addition to promoting tourism and/or providing for tourists, these positions will also be engaged in other other town functions, including: General communications, disaster preparation and response, business license enforcement, and zoning enforcement, short-term rental permit enforcement. Those costs which are unrelated to tourism promotion will be borne by other sources, such as the General Fund and Short-Term Rental Permit Fund.

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
- (C) I understand that providing false or fraudulent information may result in the imposition of penalties including, but not limited to, repayment of State Accommodations Tax funds, and any other remedies allowed by law.
- (D) If the Town provides funds, I agree to provide to the Town, within sixty (60) days of the event/activity completion, a full written account of the income and expenditures associated with the project, together with an assessment of the value of the expenditure in promoting tourism.
- (E) If the Town provides funds, I agree to allow a representative of the Town and/or its appointed representative to examine the financial records of my organization insofar as they pertain to this project.
- (F) I hereby declare that this organization carries liability insurance in the amount of \$ 1,000,000.00 and hereby agrees to include the Town of Seabrook Island as a named insured for purposes of this project.
- (G) This organization assumes full legal responsibility for any suit or action at law or equity, and any or all claims arising from this project, and do hereby indemnify and hold harmless the Town of Seabrook Island and its Accommodations Tax Committee from any liability in any action at law or equity associated with its support for this project.

<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Town Administrator		
<b>Organization Name</b>	Town of Seabrook Island		



## Town of Seabrook Island

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## State ATAX Funding Application **FY 2023**

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1 ORGANIZATION INFORMATION					
Organization Name	Town of Seabrook Island				
Contact Person	Name	Joe Cronin	Title	Town Administrator	
	Phone #	(843)768-9121	Email	jcronin@townofseabrookisland.org	
Mailing Address	Street	2001 Seabrook Island Road			
	City	Seabrook Island	State	SC	Zip
Website Address	www.townofseabrookisland.org				
Year Established	1987				
Organization Type	<input checked="" type="checkbox"/> Government Unit (City, County, School) <input type="checkbox"/> For-Profit Business or Organization <input type="checkbox"/> Tax-Exempt Charitable Organization <input type="checkbox"/> Other Tax-Exempt Organization <input type="checkbox"/> Church or Religious Organization <input type="checkbox"/> Unincorporated Association or Group <input type="checkbox"/> Other (Please Specify): _____				
Federal Employee ID #	57-0855224				
If this organization registered with the South Carolina Secretary of State's Office as a Not-Profit Organization?					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please attach a copy of your organization's registration certificate</i>					
If this organization federally exempt under IRS Code 501(c) 3, 4, 5k, 6, 7 or 10?					
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In the space below, please provide a brief description of your organization's history and mission.					
<p>The Town of Seabrook Island was incorporated in 1987 and operates as a municipal government pursuant to the South Carolina Code of Laws.</p>					

*Please attach a list of your organization's Governing Body (eg. Board of Directors), Chief Officers and Key Staff.*

2 PROJECT OVERVIEW	
Project Name	Town of Seabrook Island Bike Path Improvements/Amenities
Project Date(s)	FY 2023 (January 1, 2023 to December 31, 2023); Exact Dates TBD
Amount Requested	\$ 150,000.00
Tourism-Related Expenditure Category (Check all that apply)	<input type="checkbox"/> Advertising & Promotion <input checked="" type="checkbox"/> Public Facilities <input type="checkbox"/> Promotion of Arts & Cultural Events <input type="checkbox"/> Transportation & Shuttles <input type="checkbox"/> Civic & Cultural Facilities <input type="checkbox"/> Waterfront Erosion & Renourishment <input type="checkbox"/> Public Services <input type="checkbox"/> Visitor Information Centers

**Please provide a brief description of the project, including its purpose, goals and objectives.**

Funds will be used to beautify and amenitize the town's 10' shared use bike path. The town's bike path is a linear park that runs parallel to Seabrook Island road between the SIPOA Gate and the traffic circle by Freshfields Village.

The goal of this project is beautify and further amenitize the current linear park to enhance its safety, usability and natural splendor. This project is expected to include the following: repairing/replacing damaged portions of the pathway; replacing the old worn-out fence; enhanced landscaping; adding lights and push-button crosswalk signals; and additional amenities such as seating and trash cans. These upgrades will improve the overall experience, comfort and functionality for all users of the pathway.

**How will your project promote tourism and/or enhance the tourist trade in the Town of Seabrook Island?**

The pathway is heavily used throughout the year, with the heaviest use taking place during the peak tourist season. In addition to providing better amenities for visitors and residents on the island, this project will further enhance the natural beauty of the community. As the only gateway to and from the town, the pathway along the Seabrook Island Road is also the "first impression" that all guests see when visiting Seabrook Island. The pathway provides a pleasant alternative to driving, and links the residential areas of the community with local businesses, services and other amenities.

**Who is your target audience?**

These improvements will benefit all users of the pathway, including both residents and visitors to Seabrook Island.

**How will you advertise this project to visitors?**  
(Check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Television      | <input type="checkbox"/> Radio   |
| <input type="checkbox"/> Newspaper       | <input checked="" type="checkbox"/> Website                              |
| <input type="checkbox"/> Magazine        | <input type="checkbox"/> Brochures                                       |
| <input type="checkbox"/> Billboards      | <input type="checkbox"/> Mailers (Out of County)                         |
| <input type="checkbox"/> Visitor's Guide | <input checked="" type="checkbox"/> Other: <u>Social Media/Tidelines</u> |

**3 PROJECT IMPACT**

<b>Estimated Attendance</b>	<b>Total Attendance</b>	63,950
	<b>Total # of Tourists/Visitors</b>	36,108
<b>What is the estimated financial impact of this project?</b> (How many tourist dollars will be spent in the community?)		\$ 7,221,600.00

**What methodology did you use to estimate total attendance, visitor attendance and financial impact?**

We estimate approximately 100 user per day during the off-peak season and assumed 35% are likely visitors.  
 - 100/users day x 182 days = 18,200 total users --> 35% visitors = 6,370 visitor users/year  
 We estimate approximately 250 users per day during the peak season and assumed 65% are likely visitors.  
 - 250/users day x 183 days = 45,750 total users --> 65% visitors = 29,738 visitor users/year  
 The estimated financial impact is based on 36,108 total visitors users/year x \$200/day = \$7,221,600

**4 FINANCIAL INFORMATION**

<b>What is your organization’s annual operating budget?</b>		\$ 2,491,572.00	
<b>What is the estimated budget for this project?</b>		\$ 200,000.00	
<b>What are the estimated revenues for this project? ▼</b>		<b>What are the estimated expenditures for this project? ▼</b>	
<b>Source</b>	<b>Amount</b>	<b>Source</b>	<b>Amount</b>
State ATAX	\$ 150,000.00	Fence Replacement	\$
General Fund	\$ 50,000.00	Repair/Replacement to Damaged Sections	\$
	\$	Landscaping Enhancements	\$
	\$	Lighting	\$
	\$	Benches	\$
	\$	Push Button Crosswalk Signals	\$

**Please provide a detailed explanation of how your organization will use ATAX funds from the Town.**

The estimated project budget is \$200,000.00. We are requesting \$150,000.00 of this budget to be funded with ATAX funds. The remaining \$50,000.00 will come from the general fund budget. In order to beautify and enhance the bike path the current infrastructure needs to be updated to provide an enjoyable and safe experience for tourists. These improvements are planned to include: replacing the existing fence, repairing or replacing damaged sections of the pathway, adding lights and benches, and replacing the static crosswalk signs with lighted push button crosswalk signals. The Town is still obtaining bids for these improvements which is why these are all estimated costs for this project.


**5 OTHER INFORMATION**

**Do you wish to provide any additional comments or information about your project or organization?**

The bike path is the first impression tourists have when coming into our community. By enhancing the landscape and amenitizing the path it will make their time in our community that much more enjoyable and want to come back.

**6 CERTIFICATION**

- (A) I certify that I am authorized to apply for funding and to commit the organization to the terms specified herein.
- (B) I certify that all information contained herein is true and accurate to the best of my knowledge.
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<b>Applicant Signature</b>		<b>Date</b>	08/08/2022
<b>Applicant Title</b>	Town Administrator		
<b>Organization Name</b>	Town of Seabrook Island		