



**County Council of
Beaufort County
Finance Committee
Meeting**

Chairman
CHRIS HERVOCHON

Vice Chairman
MARK LAWSON

Committee Members
GERALD DAWSON
STU RODMAN
PAUL SOMMERVILLE

County Administrator
ASHLEY M. JACOBS

Clerk to Council
SARAH W. BROCK

Staff Support
RAYMOND WILLIAMS

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Finance Committee Agenda

Monday, June 15, 2020 at 1:30 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

THIS MEETING WILL BE CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO CALL 843-255-2041 TO SIGN UP FOR PUBLIC COMMENT PARTICIPATION BY PHONE AND CAN COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. FOIA
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES

ACTION ITEMS

6. APPROVAL OF A LEASE EXTENSION FOR OLD COURTHOUSE PARKING LOT
7. APPROVAL OF A REQUEST TO SUPPLEMENT THE INTERGOVERNMENTAL AGREEMENT AND ENTER INTO A REGIONAL JOINT USE SHELTER POLICY AGREEMENT, REGIONAL JOINT USE SHELTER OPERATION ANNEX AGREEMENT, AND REGIONAL JOINT USE FACILITY USE AGREEMENT WITH JASPER COUNTY AND JASPER COUNTY SCHOOL DISTRICT REGARDING THE REGIONAL EMERGENCY SHELTER.
8. APPROVAL TO RENEW A CONTRACT FOR TRANSPORTATION SERVICES PROVIDED BY OWL, INC. FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DEPARTMENT.
9. RECOMMENDATION FOR FY 2021 CONTRACT RENEWALS
10. INTERNAL AUDIT
11. APPROVAL OF AN ORDINANCE TO MODIFY THE COUNCIL'S COMPENSATION TO AN ANNUAL SALARY ELIMINATING MEETING STIPENDS, ELIMINATING THE REFERENCE TO THE COST OF LIVING INCREASES, ALLOWING FOR MILEAGE REIMBURSEMENT, AND ADDRESSING OUT OF TOWN/OVERNIGHT TRAVEL.

DISCUSSION ITEMS

12. FY 21 MILLAGE RATES
13. DISCUSSION OF HILTON HEAD ISLAND AIRPORT TERMINAL PROJECT- PROGRESS AND SCHEDULE

CITIZEN COMMENTS

14. CITIZEN COMMENT (*EVERY MEMBER OF THE PUBLIC WHO IS RECOGNIZED TO SPEAK SHALL LIMIT COMMENTS TO THREE MINUTES - CITIZENS MAY EMAIL SBROCK@BCGOV.NET OR COMMENT ON OUR FACEBOOK LIVE STREAM*)
15. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of Minutes

Council Committee:

Finance Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of May 14, 2020 Budget Work Session Minutes

Points to Consider:

Enter Text Here

Funding & Liability Factors:

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



**County Council of
Beaufort County**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael E. Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervocho
- Alice G. Howard
- Mark Lawson
- Lawrence P. McElynn
- Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

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Budget Work Session Minutes

Thursday, May 14, 2020 at 2:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

PRESENT

- Vice Chairman D. Paul Sommerville
- Council Member Michael Covert
- Council Member Gerald Dawson
- Council Member Brian Flewelling
- Council Member York Glover
- Council Member Chris Hervocho
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Stu Rodman

CALL TO ORDER

Vice Chairman Sommerville called the meeting to order at 2:00 p.m.

FOIA COMPLIANCE

Sarah W. Brock, Clerk to Council, confirmed that public notification of the meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Flewelling, seconded by Council Member Passiment, to approve the agenda. The vote: YEAS – Chairman Sommerville, Council Member Passiment, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Dawson, Council Member Flewelling, and Council Member Lawson. The motion passed 10:0.

DISCUSSION ITEMS

Proposed Budget Fiscal Year 2020-2021

County Administrator, Ashley Jacobs, started the budgeting process with these specific goals in mind; a balanced budget, a no tax increase budget, a budget that maintains current levels of service, a financially constrained plan that provides for critical personnel and capital equipment, and no layoffs or furloughs.

Ms. Jacobs reviewed the General Fund Revenues: FY20 Budgeted Revenue \$135,000,000.00, FY20 \$132,000,000.00 which was adjusted due to COVID, Original FY21 Revenue Projection \$126,605,151.00 this amount reflects

COVID-19 Impact and a loss of \$3 Million from the Town of Hilton Head Island for Sheriff's Services. Ms. Jacobs explained that after speaking with other counties, participating in workshops, and conferring with experts, there were changes made to the budget which in turn increased the budget to \$130,300,431.00. Those changes were; keeping Ad Valorem Tax flat \$2,439,671.00, changing permits, fines and fees from 30% to 20% \$243,6600.00 and keeping the Local Government Funds flat \$1,011,949.00, this may need to be reviewed in September when State Government goes back into session, right now there is a continuing resolution to keep their revenues at current level as well.

Ms. Jacobs covered the total requested expenditures which totaled \$136,775,132.00 and the total adjusted revenue is \$130,300,431.00 so there was a gap of \$6,474,701.00. Ms. Jacobs noted that the with recommended budget expenditures at \$130,297,237.00 that left a surplus of \$3,194.00.

Ms. Jacobs explained the following reductions or cuts were how a balanced budget was achieved; new equipment \$2,005,801.00, new personnel \$1,541,077, canceled Girls World Series \$50,000.00, kept Together for Beaufort flat \$102,000.00, reduction at Hilton Head Island Recreation \$140,000.00, reduction in overtime \$78,648.00, reduction in training \$200,555.00, IT deferred upgrades \$709,430.00, and new operating/review of line items \$1,647,190.00.

Ms. Jacobs pointed out that some items that were not included in the expenditure cut was Merit Pay/COLA \$3,500,000.00 and Paid Parental Leave (estimated) \$900,000.00 she also stated that the transfers to DSN \$3,160,600.00 and Alcohol and Drug \$626,605.00 were eliminated and she has received information regarding DSN and Alcohol and Drug's concerns to the eliminated funds and that will be taken into consideration.

Ms. Jacobs listed the recommended expenditures to the general fund which are; Community Caring-Care mobile \$81,000.00 which was accidentally left off the first version of the budget, Council Contingency \$100,000.00, EMS Personnel (6 positions) \$347,980.00, EMS Remounts (2 @ \$155,000.00 each) \$310,000.00, EMS Quick Response Vehicles (2 @ \$37,250.00) \$75,500.00, Voter Registration and Elections Personnel (2) \$93,857.00, Solid Waste Packer Truck \$160,000.00 (final amount will be verified), Animal Shelter Vans (2) \$90,000.00 and Lowcountry Regional Transport Authority (increase for grant match) \$8,195.00.

Ms. Jacobs alerted Council that there was a Public Defender request that was not in the Budget which increased \$700,091.00 from the current transfer of \$899,909.00 totaling \$1,600,000.00 some of the line items from the budget included; 1 social worker \$74,790.00, 4 Attorneys (\$93,488.00 each) \$373,952.00, 3 Administrative Assistants (\$49,860 each) \$149,580.00, and infrastructure \$150,000.00. This will be presented by the Public Defender's office in a later meeting.

Council Member Rodman asked Ms. Jacobs if the contributed amount of \$500,000.00 -\$600,000.00 from the Town of Hilton Head regarding Sheriff's Services, would be in the general fund budget. Ms. Jacobs replied that Hilton Head has agreed to contribute \$100,000.00 and it will be in the fund balance.

Council Member Covert asked if Ms. Jacobs if she could explain what the transfers mean to DSN and Alcohol and Drug. Ms. Jacobs explained that \$3.1 Million are transferred out of the general fund to support DSN and Drug and Alcohol each year and to balance the budget those transfers have been eliminated because the departments do share \$5 Million fund balance.

Council Member Covert also wanted to discuss how the \$3.2 Million, not being paid from Hilton Head and how that affects the fund balance going forward. Ms. Jacob stated that the Town of Hilton Head does not feel that they need to pay anything additional for Sheriff services because of what they are already paying the County in taxes however they have been previously paying approximately \$3 Million, this year they will not.

Council Member Covert asked Ms. Jacob's to explain the difference between the requested budget and the recommended budget. Ms. Jacobs said that the requested budget is what the Department heads have submitted and the recommended budget is what has been recommended for funding.

Council Member Hervochon questioned what the value is in trade between the Town of Hilton Head and what they have been paying for and what it would cost the County in terms of the Sheriff's Department services. Ms. Jacobs explained that those numbers are still being compiled but it is not a dollar for dollar trade.

Vice Chairman Sommerville wanted clarified that the budget isn't being cut for DSN and Alcohol and Drug but are asking them to use the departments fund balance reserves in lieu of transfers from the County and the reserves would be sufficient. Council Member Rodman asked if the transfers were discretionary to DSN and Alcohol and Drug or is there is an ordinance. Ms. Jacobs stated that it is discretionary. Vice Chairman Sommerville stated that Beaufort County is one of the only Counties in the state that fund/support departments such as DSN and Alcohol and Drug. Council Member wanted to clarify if the \$5 Million was shared between DSN and Alcohol and Drug and Ms. Jacobs response was yes, it is shared. Council Member Hervochon asked if there was any information on how the transferred monies were used by DSN and Alcohol and Drug. Ms. Jacobs believed it was for operations but referred the question to Assistant County Administrator, Monica Spells who replied yes, it was used for operations but it is also used for other things such as vehicles and properties for DSN but a report is being compiled with specific information of what the fund balance is used for.

Council Member Dawson would like to see the exact amount of COLA is apart from Merit Pay. Ms. Jacobs stated that the information will be provided for him at a later time but wanted to draw awareness to the fact the budget was cut down to the bare bone and doesn't think it can be reduced anymore without implementing an increase in taxes, and or furloughs or layoffs.

Ms. Jacobs proceeded with her presentation bringing up the following solid waste savings opportunities totaling \$730,000.00; discontinue acceptance of C&D items at convenience sites \$400,000.00, discontinue acceptance of yard waste at convenience sites \$230,000.00 and discontinue acceptance of latex paint waste at convenience sites \$100,000.00. Ms. Jacobs mentioned that the convenience site in Hilton Head costs approximately \$900,000.00 to operate and is currently on Town property and negotiations will have to be made to with the Town regarding that site to reduce the cost. Council Member Flewelling stated he felt that it would be difficult to refuse yard waste at the sites since yard burning is prohibited. Council Member Lawson wanted to know what Beaufort County's obligation when it comes to Solid Waste in the Town of Hilton Head. Ms. Jacob's stated that there is no agreement between the County and the Town of Hilton Head. Council Member Sommerville asked if this was the only convenience center in the municipality. Ms. Jacob's answered yes and the rest of the municipalities offer curb side service in which the Town of Hilton Head refuses to do. Dave Wilhelm reported that there is a lot of C&D being dropped off at the convenience centers and that he also agrees with Council Member Flewelling, that the larger centers could still allow yard waste to be dropped off. Mr. Wilhelm also stated that the Hilton Head site is the only site that sits on property not owned by Beaufort County.

Ms. Jacob's retrieved the numbers for the cost of maintenance in the Town of Hilton Head for Council Member Hervochon, which are: \$50,000.00 for road maintenance, \$390,000.00 for the 5-year resurfacing plan, \$50,000.00 in park maintenance and another \$130,000.00 for other park cost, totaling \$622,000.00 and then the additional cost of the convenience center would total \$1,522,000.00.

Ms. Jacob's continued her presentation by presenting the Enterprise Fund Projected revenues which are: 1) Stormwater Enterprise Funds- Utility Fee \$6,177,216.00, CWI City of Beaufort \$94,052.00, CWI Town of Port Royal \$34,454.00, CWI Town of Bluffton \$441,272.00, CWI Town of Hilton Head \$256,325.00, interest on investments \$112,500.00 and Misc. Revenues \$11,174.00 which total \$7,126,994.00. Council Member Sommerville asked what the Town of Bluffton was paying for fee, Mr. Desai stated County is paying \$95 per resident, Town of Bluffton has a proposed increase of \$115, City of Beaufort is at \$110, and Town of Hilton Head is \$130, these fees are set by the municipalities. Council Member Sommerville, stated that Council needs to have a discussion on the fees. Ms. Jacob's spoke about projected expenditures for Stormwater Enterprise Fund- Wages/Benefits \$3,710,558.00, Operating \$3,069,453.00, and Capital Projects \$346,983.00 which total \$7,126,994.00 and then projects that are paid for with Stormwater fund balance is \$2,794,262.00 for a total of

\$9,921,256.00. Ms. Jacob's also provided a list of projects funded by Stormwater funds and their cost. 2) Hilton Head Enterprise Fund: Projected Revenues (includes \$1.2M CARES Grant) \$4,061,469.00, Expenditures \$4,135,002.00, Depreciation Expense (\$73,533.00) which evens out the balance. New Personnel (salaries and benefits) \$113,400.00, Assistant Security Coordinator \$44,100.00, Maintenance Techs (2 @ \$37,800) \$75,600.00 totaling \$233,100.00. Council Member Rodman feels there needs to be a cash flow projection for the next few years and how to pay the differential and Ms. Jacob's agreed. Council Member Glover asked if the salary amounts were comparable and Ms. Jacobs said yes, but that the maintenance technicians may be on the lower end. 3) Lady's Island Enterprise Fund- Projected Revenues (including \$30,000.00 CARES Grant) \$631,740.00, Projected Expenditures \$658,925.00, Depreciation Expense (\$27,185.00) which evens the balance. New Personnel (salaries and benefits), Lineman (2 @ \$31,500.00) \$63,500.00, which is low.

Ms. Jacobs discussed the next budget steps and the itinerary. May 18, 2020 Finance Committee; Budget Presentations from Elected and Appointed Officials. May 21, 2020 Budget Work Session; Budget Presentations from Fire Departments, USCB, TCL, Beaufort Memorial Hospital, Economic Development Corporations, Southern Carolina Alliance. May 26, 2020 County Council Meeting; First Reading of Budget Ordinance by Title Only. May 28, 2020 Budget Work Session; Bring back updated budget with Council changes, discuss Capital Projects and Millage.

Council Member Hervochon asked what unclassified operating was and how the amount was derived. Mr. Williams, Finance Director, stated that it is property refunds and why it is coded to that account is not known at this moment. Council Member Hervochon recommended that it be coded as something more transparent.

Council Member Dawson addressed his concern about not having adequate public defenders and supports the increase being asked. Council Member Glover concurred. Ms. Jacob's stated that there are some issues to consider with the request one specifically being what other Counties will be contributing to the asking amount since the circuit is spread over multiple Counties.

Council Member also inquired about adding items to the budget would furloughs be something considered to offset the additions. Ms. Jacob's stated that there are other options to consider such as the convenience center cuts. Council Member Hervochon then asked Ms. Jacob's what departments would be affected if such additions were added and she stated that furloughs would be made across the board and avoid layoffs, it just depends on the amount but she has some flexibility with freezing positions. Council Member Hervochon then asked if there was a dollar amount Ms. Jacobs could put on the furloughs, how much money would that be. Ms. Jacobs stated that she would Council Member Hervochon a figure.

Council Member Glover addressed some personnel problems with the detention center in regards to salary and wanted to know if that is being addressed in the fiscal year 21 budget. Ms. Jacob's said that there have been some pay scheduling changes made and a consultant is evaluating. Mr. Foot stated that the shift schedules will eliminate with the time-off issue and hopes that the comp study will be affective in making the necessary changes.

CITIZEN COMMENT

No Comments

ADJOURNMENT

Meeting adjourned at 3:19 pm



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease extension for courthouse parking lot

Council Committee:

Finance Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

The county has leased a privately-owned parking lot adjacent to the old courthouse for use by persons doing business in the building. The lease expires June 30. An RFP seeking proposals for use of the courthouse is on the street and responses are requested by July 15. The owner of the parking lot has agreed to a short-term renewal of the lease while the county determines what to do with the courthouse. The renewal would last until September 30, at a cost of \$8333. If desired, the lease can be extended after that.

Points to Consider:

The future use of the courthouse is uncertain. Extending the lease for two months, with an option to extend further, will give us time to determine to the future use the property.

Funding & Liability Factors:

Cost is \$8333 for two months.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the short term lease renewal.

STATE OF SOUTH CAROLINA)
) GROUND LEASE EXTENSION AND OPTION
COUNTY OF BEAUFORT)

This ground lease extension ("Lease Extension") is made effective July 1, 2020, between the G.G. Dowling Family Partnership, LLC (Lessor), whose address is c/o G. Geddes Dowling, P.O. Box 1145, Beaufort, S.C. 29901-1145, and The County of Beaufort, South Carolina (Lessee), whose address is c/o County Administrator, P.O. Drawer 1228, Beaufort, S.C. 29901.

WITNESS:

WHEREAS, Lessor is the owner of two parcels of undeveloped land in the City of Beaufort, Beaufort County, South Carolina consisting of approximately 0.88 acres, which are suitable for the Lessee's purposes (the "Leased Premises"); and

WHEREAS, Lessee and Lessor have been parties to that certain lease agreement dated October 1, 2014 regarding the Leased Premises for the purpose of constructing and occupying a surface parking lot; and

WHEREAS, the initial term of the lease expires June 30, 2020; and

WHEREAS, the parties wish to extend the lease for a brief term, with the possibility of further extensions,

NOW, THEREFORE for and in consideration of the sum of the rent to be paid by Lessee to Lessor, the covenants and agreements, and for other good and valuable consideration, the receipt and legal sufficiency of which both parties acknowledge, the Lessee and Lessor agree as follows:

SECTION 1. initial extension

The parties agree that the lease shall be extended from July 1, 2020 until August 30, 2020, for a sum of \$8333.

Section 2. Option for subsequent extensions.

The parties agree that the County shall have the option to extend the term of the lease for subsequent periods to be agreed to by the parties, at a rent of \$4166.50 per month.

IN WITNESS WHEREOF, the parties have executed this agreement, effective on the date specified above.

Witness:

Lessor:

Lessee:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Council Committee:

Finance Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Kurt Taylor

Issues for Consideration:

In September of 2018 County Council agreed to enter into an Intergovernmental Agreement with Jasper County and the Jasper County School District for the development of a regional emergency shelter. Since that time the parties have been working with numerous governmental agencies and community service organizations to develop protocols and procedures for the funding, maintenance and operation of the shelter. The IGA will be supplemented to 1) specify the annual operating reimbursement process between the Counties, and 2), acknowledge the approval of the operating protocols, policies and agreements referenced in Section 6 of the IGA, consisting of the attached Regional Joint Use Shelter Policy Agreement, its Regional Joint Use Shelter Operational Annex and Regional Joint Use Shelter Agreements.

Points to Consider:

The regional emergency shelter is an invaluable resource in case of coastal evacuations before and during disaster declarations. Due to flood zone concerns, there are no evacuation shelters in Beaufort County. The Jasper County Joint Shelter is designed to serve a significant number of evacuees.

Funding & Liability Factors:

The agreement states that on an annual basis, Beaufort County will contribute 60% towards the estimated \$25,000.00 annual costs. Any additional costs not funded by grants or reimbursement from federal or state agencies, or imposed as a function of periodic price increases by the contractor or fuel costs, will also be split with the same 60/40 ratio for each County.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the request to supplement the IGA and enter into the Policy Agreement, Operational Annex Agreement and Facility Use Agreements.

RESOLUTION REGARDING EMERGENCY SHELTERING
BY AND AMONG BEAUFORT COUNTY, JASPER COUNTY AND THE JASPER COUNTY SCHOOL DISTRICT

Emergency Sheltering is a vital and necessary service to our communities. These services are established during periods of imminent life safety threats; times of natural or man-made disastrous situations. Recognizing the critical importance of this community service; Jasper and Beaufort Counties desire to enter into a separate intergovernmental agreement for mutually beneficial sheltering plans; recognizing that facilities prudent and necessary to support such an initiative require tremendous space and resources. These facilities have been identified as school campuses and their abilities to provide diverse support services to evacuees.

Whereas, Jasper and Beaufort Counties (hereinafter County) and the Jasper County School District (Hereinafter School) mutually agree that emergency sheltering is vital to provide for the life safety of their respective communities, and

Whereas, the current abilities to provide for sheltering at the School are for general population accommodations, and

Whereas, the need to provide for diverse sheltering efforts for the community as a whole; has been identified that the ability to extend sheltering capabilities; should include citizens with Special Medical Needs, Functional Needs, and citizens with household animal sheltering needs, and

Whereas, the School's campus (Hereinafter Campus) located at 250 Jaguar Trail in Ridgeland, SC 29936 provides the most prudent and effective location to fulfil the sheltering needs of the community, and

Whereas, a survey of the Campus identified that the facility would need the following enhancements to improve the life safety for evacuees seeking emergency shelter:

- Hurricane shuttering for the window and door openings of the Campus
- Emergency power generation for the campus

Whereas, the County has secured a Hazard Mitigation Planning Grant through the Federal Emergency Management Administration to fund the aforementioned enhancements to accommodate citizens with Special Medical and Functional Needs, and

Whereas, the aforementioned Campus being a publicly owned property under the deeded control of the School, and

Whereas, the County and School mutually agree that these improvements are prudent and necessary for the life safety of citizens having Special Medical and Functional Needs within our communities.

Therefore be it resolved, that the County and School mutually agree that the County shall commit fiduciary investment to improve the Campus to accommodate the aforementioned enhancements of the School's property, and

Therefore, entering into agreement that the School shall offer the Campus for the use of Sheltering operations during incidence of natural or man-made disasters and/or during declared states of emergency or mandatory evacuation order enacted by the Governor and/or local governing bodies for the life safety of its citizens, and

Whereas, the County shall coordinate these necessities with the School in an effort to reduce and/or minimize educational impacts to its students and faculty, and

Whereas, the school shall provide support personnel for custodial and feeding services during sheltering operations, and shall implement policies prudent and necessary to generate invoices to the County; for the services rendered to sheltering operations, and

Therefore, the School shall submit to the County a final invoice of all incurred and associated costs for the use of the Campus during sheltering operations within thirty (30) days. The thirty (30) day invoicing requirement shall commence upon complete demobilization and closure of sheltering operations; complete custodial operations in the restoration of the Campus; in a manner so as to receive and reopen the School for educational operations. The County shall remit reimbursement to the School within thirty (30) days upon receipt of final invoice. The County shall maintain all liabilities to remit all associated costs to the Federal Emergency Management Administration for reimbursement under the Category 'B' expenses for disaster planning, response and recovery of a declared disaster.

However, should the event not be declared eligible for Federal Emergency Management Administration Category 'B' eligibility; the County shall work with the American Red Cross (hereinafter ARC); a Volunteer Organization Active in Disasters; and seek reimbursement funding from ARC for the incurred costs for Sheltering operations. Furthermore, The School enters into this agreement with the County for the County's use of the Campus as a shelter for those citizens of general population, Special Medical and/or functional Needs, and evacuees with household pets.

Whereas, the School has agreements in place with the American Red Cross to utilize the Campus for Sheltering operations for the general public in coordination with the local office of Social Services, and

Whereas, those agreements utilize school staff (either internal or contracted) in the capacity of custodial and kitchen services personnel for providing for custodial and feeding needs, and

Whereas, the American Red Cross typically is financially responsible for sheltering operations in response to community needs during sheltering operations through events that do not meet declaration of federal disaster assistance, and

Whereas, the County becomes financially responsible for sheltering operations when the event is federally declared eligible for Category 'B' expenditures, and

Whereas, the Department of Social Services in coordination with the American Red Cross shall continue to coordinate, manage, document, and remit to the County all required documents to the County for sheltering operations of the general public; and shall be compiled in a manner that meets Federal Emergency Management Administration guidelines for Category 'B'

The County shall be responsible for the routine and non-routine maintenance of the generator and wind protection add-ons to the campus. The fuel for the Campus generator shall additionally be the responsibility of the County.

Now therefore be it resolved that the governing bodies and the school enter into this perpetual agreement. Any portion(s) of this agreement rendered nullified or void by a competent court of law shall be amended appropriately, or stricken. The remainder of this agreement shall stand resolute.

This agreement entered into this day of _____ (Month), 2019

Andrew Fulghum; Administrator
Jasper County

Ashley Jacobs; Administrator
Beaufort County

Dr. Rechel Anderson; Superrintendent
Jasper County Public School

Chairman bf Jasper County Boa-d of Education

Thomas Johnson; Chairman
Jasper County Council

Chairman
Beaufort County Council

Regional Joint Use Shelter Jasper and Beaufort Counties

Agreements Section

1. Facility use agreement between SCDHEC PHP, JCSD, JCEMD, BCEMD
2. Facility use agreement between Salvation Army, JCEMD & JCSD
3. Facility use agreement between ARC, JCSD, JCEMD, BCEMD
- 4 . MOU between SCEMD, JCEMD, BCEMD for sheltering operations that exceed a population of 1200 evacuees

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

1. Jasper County Emergency Management Division

2. Beaufort County Emergency Management Division

3. Jasper County School District

(Hereinafter: Jasper/Beaufort County)

I. PURPOSE: SPECIAL MEDICAL NEEDS SHELTER FACILITY

The **South Carolina Department of Health and Environmental Control (“DHEC”)** and **Jasper/Beaufort County (collectively, “Contractor”)** hereby enter into this Memorandum of Agreement (MOA) for the purpose of providing a Special Medical Needs Shelter (SMNS) facility during natural or man-made events that displace persons with special medical needs, as defined below, from their homes.

A Special Medical Needs individual is defined as someone who has a pre-existing medical condition(s) resulting in medical impairments and the individual has been able to function with the assistance of a care giver in the home. A Special Medical Needs individual’s physical or mental conditions are such that they exceed the capabilities of an American Red Cross Shelter and are not severe enough to require hospitalization. Individuals whose medical needs exceed the resource or personnel capabilities of the SMNS will be referred to an appropriate health care facility.

II. SCOPE OF SERVICES:**A. Responsibilities of DHEC.**

Under the terms of this MOA, DHEC shall be responsible for:

1. Activation:

This MOA will be activated in the following circumstances:

- a. When the DHEC Public Health Region, in consultation with the DHEC State Office of Public Health Preparedness (PHP), and the emergency management authority for **Jasper/ Beaufort County** determine there is an immediate need for a SMNS; or
- b. The Governor has declared a state of emergency or a public health emergency and activated the State Emergency Operations Plan and there is an immediate need for a SMNS.

Note: Due to safety, transportation issues, or space availability in other nearby open SMNS locations, DHEC may, in its discretion, decide not to open all SMNS sites during an event.

2. Criteria for Admission to a SMNS:
 - A DHEC Public Health Nurse will make the determination regarding admission to the SMNS and the appropriate level of care for each potential person sheltered.
 - The DHEC Public Health Nurse will utilize the triage tool developed by the Office of Nursing for admission to the SMNS.
 - A caregiver is expected to accompany the individual being sheltered.
3. Provision of Staffing:
DHEC will provide staffing to operate the SMNS, including nursing and other support staff as needed.
4. Supplies:
Shelter residents will be instructed to bring their own medications, necessary medical equipment and supplies. Should DHEC need to utilize any supplies from the Contractor during shelter operations, the facility will be reimbursed by DHEC.
5. Medical and Non-Medical Beds/Cots/Equivalents:
If necessary, DHEC will provide and set-up, as described in Section B. 4, medical and non-medical beds/cots/equivalents.
6. Annual Status Review:
By April 1 of each year, the Regional PHP Director or his/her designee must contact the Contractor to confirm and/or update the contact information in Section II. B. 2 of this MOA. The Regional PHP Director must attach a memorandum to the agreement reflecting any changes identified. The Regional PHP Director must send the confirmed or updated information to the Contractor, DHEC Contracts Manager and to OPHP Central Office.
7. Responsibilities of Contractor.

Under the terms of this MOA, Contractor shall be responsible for:

1. Provision of Shelter Space in **Jasper** County:
In the event of activation, the designated SMNS shelter will be located at:

Within a designated area within the facility located on the Jasper County School District Campus, 250 Jaguar Trail, Ridgeland, SC 29936, which designated area will house only SMNS Shelterees, their caregivers and DHEC staff.

2. Contractor will provide contact information for DHEC to use when activation of the SMNS is required:

Primary	Backup
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Name: **Russell Wells**

Name: **Frank Edwards**

Title: **Deputy Director of Emergency Services**

Title: **Director of Emergency Services**

Daytime Phone: **843-726-7607**

Daytime phone: **843-726-7607**

24-hour Phone: **843-263-1316**

24-hour phone: **843-929-9054**

3. Designation of Maximum Occupancy:

A. Total Number of SMNS Shelterees: _____

Total Number of Caregivers: _____
Total Number of DHEC Staff per shift: _____
Total SMNS occupancy: _____

B. If the SMNS needs to temporarily admit Shelterees and caregivers in excess of the Contractor’s licensed capacity, the DHEC SMNS Nurse Team Leader will immediately contact the DHEC Regional Coordination Center (RCC) at: _____ (phone number).

C. The DHEC RCC will contact the designated Contractor point of contact as designated above in B. 1 in accordance with the procedure outlined in the Department’s most current Memorandum entitled, “Internal and External Medical Surge during an Emergency” (Appendix 1) and will submit required information to the DHEC Health Licensing Staff.

4. Provision and set-up of medical and non-medical beds/cots/equivalents:

The Contractor will provide and set-up:

Total number of medical beds/cots for Shelterees _____
Total number of non-medical beds/cots for caregivers and DHEC staff _____

DHEC will provide and set-up:

Total number of medical beds/cots for Shelterees _____
Total number of non-medical beds/cots for caregivers and DHEC staff _____

Source/location of medical beds/cots provided by DHEC: _____

Source/location of non-medical beds/cots provided by DHEC: _____

5. Food Services:

Contractor X will ___ will not provide food services for the SMNS Shelterees, caregivers and staff. Some special diets may be required. If the Contractor provides food services, DHEC will reimburse the Contractor for meals not to exceed the rates set by the SC Budget and Control Board: \$6 breakfast, \$7 lunch, \$12 dinner * Nutritional Supplements are also allowable for reimbursement as long as they are reasonable expenses and assist with medical conditions such as diabetes, where certain foods may assist with maintaining health and activities of daily living. These are not snacks and should be healthy.

6. Provision of Security:

Contractor X will ___ will not provide on-site security.

7. Linen Services:

Contractor ___ will X will not provide linen services.

8. Provision of Telephone and Fax Access:

Telephone, internet and fax access, when available, will be provided by the Contractor for DHEC’s use during occupation of the facility as an SMNS.

9. Provision of a Generator for Back-up Power:

The Contractor agrees to provide a back-up power generator, fuel and staff to operate the generator for the area designated for use as a SMNS. The generator must be in place and operational before the shelter is opened.

10. Provision of Janitorial/housekeeping services:
The Contractor will provide janitorial/housekeeping services.
11. Compliance with ADA:
Contractor commits to compliance with Title II, Chapter 7 of the Americans with Disabilities Act, including Addenda, regarding emergency shelters. These requirements are available at the ADA and Emergency Shelters – ADA Home Page:
- <http://www.ada.gov/pcatoolkit/chap7shelterchk.htm>
 - <http://www.ada.gov/pcatoolkit/chap7shelterprog.htm>

III. TERMS AND CONDITIONS:

A. Effective Dates.

This MOA shall be effective on _____, 20____ or when all parties have signed, whichever is later, and will terminate on December 31, 20___. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both.

B. Termination.

1. Either party may terminate this MOA by providing thirty (30) days advance written notice of termination to the other party.
2. DHEC may terminate this MOA for cause, default or negligence on the Contractor's part at any time without thirty days advance written notice. DHEC may, at its option, allow Contractor a reasonable time to cure the default before termination.

C. Amendments.

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

D. Records.

DHEC will maintain records it generates at the SMNS for 6-years pursuant to the agency's records retention policy.

E. Liability.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA.

F. Evaluation of MOA.

Appropriate staff of the Contractor and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this MOA.

G. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, color, sex, age, national origin, disability or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. Drug Free Workplace

By signing this MOA, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 *et. seq.*, as amended.

I. Disputes.

All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this MOA, Contractor consents to jurisdiction in South Carolina and to venue pursuant to this MOA. Contractor agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency or any other state.

J. Insurance.

Each party will maintain professional, malpractice, and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

K. Licenses.

During the term of this MOA, each party shall maintain its respective federal and State licenses, certifications, and accreditations required for the provision of services herein. Contractor will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of contractor or contractor's employees or agents providing or performing services under this MOA.

L. Financial Responsibility.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

M. Severability.

The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

N. Preventing and Reporting Fraud, Waste and Abuse.

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency

employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from DHEC’s Contracts Manager or Bureau of Business Management.

Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Contractor or Contractor’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Contractor is required to inform Contractor’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to DHEC. Contractor must also inform Contractor’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

<p>AS TO DHEC:</p> <p>BY: _____</p> <p>LOW COUNTRY REGION PUBLIC HEALTH PREPAREDNESS DIRECTOR)</p> <p>DATE: _____</p>	<p>AS TO THE CONTRACTOR: Jasper County</p> <p>BY: _____ (NAME)</p> <p>ITS: _____ (TITLE)</p> <p>DATE: _____</p> <p>PHONE: _____</p> <p>EMAIL ADDRESS: _____</p> <p>MAILING ADDRESS: _____ _____</p>	<p>AS TO THE CONTRACTOR: Beaufort County</p> <p>BY: _____ (NAME)</p> <p>ITS: _____ (TITLE)</p> <p>DATE: _____</p> <p>PHONE: _____</p> <p>—</p> <p>EMAIL ADDRESS: _____</p> <p>MAILING ADDRESS: _____ _____</p>
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EXCEPT IN EMERGENCIES, THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

Francine Miller
Contracts Manager
SCDHEC

DATE: _____

**FIRST SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT
BETWEEN
JASPER COUNTY, SOUTH CAROLINA, BEAUFORT COUNTY,
SOUTH CAROLINA, AND THE JASPER COUNTY, SOUTH
CAROLINA SCHOOL DISTRICT**

JUNE, 2020

**FIRST SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT
BETWEEN
JASPER COUNTY, SOUTH CAROLINA, BEAUFORT COUNTY, SOUTH CAROLINA
AND THE JASPER COUNTY, SOUTH CAROLINA SCHOOL DISTRICT**

THIS FIRST SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT made and entered this ___ day of April, 2020, by and between Jasper County, South Carolina (“Jasper County”), Beaufort County, South Carolina (“Beaufort County”) and the Jasper County, South Carolina School District (“School District”), provides supplemental agreements for the operation and reimbursement of a Co-located Special and Functional Medical Need Shelter (“Joint Use Shelter”) to provide a site for natural disaster and other emergency sheltering for evacuees, public safety and first responder personnel, medical need evacuees, and animal sheltering for Jasper and Beaufort Counties.

RECITALS

WHEREAS, the South Carolina Code of Laws, §4-9-30, provides authority for the county governments to enter into contractual intergovernmental agreements; and

WHEREAS; both Beaufort County Council and Jasper County Council agreed in September of 2018 to enter into an Intergovernmental Agreement (IGA) with the School District on the initial approval and funding for the development of the shelter location, which contemplated creation of operating protocols and policies, and the School District subsequently agreed to participate in the IGA; and

WHEREAS, in accordance with the IGA, Beaufort County and Jasper County appropriated funds, the School District provided the site, the contemplated construction and installation of required improvements were undertaken, and the operating protocols, policies and agreements were developed in conjunction with consultations among themselves, and with the American Red Cross, the Salvation Army, the South Carolina Department of Health and Environmental Control (DHEC), the South Carolina Emergency Management Department, the Beaufort and Jasper County Departments of Social Services, the South Carolina Department of Social Services, the Beaufort and Jasper County Boards of Disability, the Jasper Animal Rescue Mission, and Beaufort County Animal Services; and

WHEREAS, Section 3(3), *Funding for Ongoing Maintenance and Operational Readiness* provided for Beaufort County to provide on an annual basis \$50,000.00 towards ongoing maintenance and repair, and top ensure operational readiness, which amount was based on estimated costs in advance of selection of a supplier and development of more precise costs, which have now been obtained as part of the bidding and contract award process; and

WHEREAS, the parties to the IGA have determined it to be in the best interests of their citizens and constituencies to supplement the IGA to approve the operating protocols, policies and agreements developed since approval of the IGA, and adjust the funding requirements to align with the costs and expenses projected using the more precise information developed during the contract bidding and award process;

NOW, THEREFORE, the parties to this First Supplemental Intergovernmental Agreement do agree as follows:

SECTION 1. TITLE.

This Intergovernmental Agreement between Jasper County, Beaufort County and the School District, including by reference and incorporation the Application and grant awards to/from the South Carolina Emergency Management Department, and this First Supplemental Intergovernmental Agreement, shall hereinafter be collectively referred to as the “2020 Intergovernmental Agreement or 2020 IGA.”

SECTION 2. PURPOSE.

The purpose of this 2020 IGA is to amend the original IGA as provided for in Section 5 of the IGA to 1) specify the annual operating reimbursement process between the Counties by amending Section 3(3), and 2), acknowledge the approval of the operating protocols, policies and agreements referenced in Section 6 of the IGA, consisting of the attached Regional Joint Use Shelter Policy Agreement, its Regional Joint Use Shelter Operational Annex and Regional Joint Use Shelter Agreements, by amending Section 6(1) of the IGA, both amended Sections as set forth below.

SECTION 3. ONGOING FUNDING.

(1) Funding for Ongoing Maintenance and Operational Readiness.

- a. Based upon estimates, it is anticipated that funds will be necessary for ongoing maintenance, fuel and repair to ensure operational readiness in the

case of an evacuation. It is agreed that on an annual basis, Beaufort County will contribute 60% towards the estimated \$25,000.00 annual costs. Any additional costs not funded by grants or reimbursement from federal or state agencies, or imposed as a function of periodic price increases by the contractor or fuel costs, will also be split with the same 60/40 ratio for each County as set forth in Section 3(2)(a) above.

SECTION 4. OPERATIONAL ANNEX

- (1) Opening of the Shelter, Operations, and Chain of Command.
 - a. The opening, operations and termination of the shelter will follow the attached Regional Joint Use Shelter Operational Annex as approved as a part of the Regional Joint Use Shelter Policy Agreement and Regional Joint Use Shelter Agreements signed by all parties, as either may be modified as desirable from time to time.

EFFECTIVE DATE.

This Agreement shall become effective immediately on the date of approval by the last of the parties hereto.

EXECUTION PAGES FOLLOW

APPROVED this ___ day of ____, 2020.

**COUNTY COUNCIL OF BEAUFORT
COUNTY, SOUTH CAROLINA**

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

REVIEWED BY:

W. Kurt Taylor, County Attorney

APPROVED this ____ day of _____, 2020.

**COUNTY COUNCIL OF JASPER COUNTY,
SOUTH CAROLINA**

By: _____
Henry Etheridge, Chairman

ATTEST:

Tisha Williams, Acting Clerk to Council

REVIEWED BY:

David L. Tedder, County Attorney

APPROVED this ____ day of _____, 2020.

**JASPER COUNTY, SOUTH CAROLINA
SCHOOL DISTRICT**

By: _____
Carolyn Bolden, Chair

ATTEST:

Tedd Moyd, Secretary

REVIEWED BY:

School District Attorney

**FACILITIES USE AGREEMENT
FOR USE OF THE SALVATION ARMY
BUILDINGS AND/OR GROUNDS**

It is understood when entering this agreement that The Salvation Army is a religious, not-for-profit organization. It is further understood that the Renter will not conduct or allow to be conducted any program, or take or allow to be taken any action that may damage the image or undermine the principles of The Salvation Army.

THIS AGREEMENT, made this _____ day of _____, 20____ between The Salvation Army, A Georgia Corporation, hereinafter referred to as "The Army", and Jasper County Emergency Management and Jasper County School District, hereinafter referred to as "the Renter".

WHEREAS, the Renter desires to use that portion of the facilities as defined in Section 3 of this agreement located at 715 Grays Hwy Ridgeland, SC 29936, for the sole benefit and enjoyment of the Renter;

AND WHEREAS, The Army desires to make available to the Renter, non-commercial or not-for-profit entities, the above mentioned premises,

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the Renter subject to the following terms and conditions:

The undersigned will use the premises for the purpose of temporary storage of student desks during an activation of Emergency Sheltering operations for coastal community evacuation and no other purpose.

The term of this agreement shall be for one year (term), commencing on _____, and ending on _____.

The defined premises will be used on the following days: Unknown due to exigent circumstances associated to hurricane evacuations and sheltering operations, expected to be from the declaration of the state of emergency until approximately 48 hours after the termination of the state of emergency and the need to conduct sheltering operations, between the hours of 00:00 hours a.m. and 23:59 p.m.

The specific area or areas to be utilized are as follows:

So much of Warehouse Space 2 that is necessary, reasonable and prudent for the temporary storage of student desks and other school based movable equipment necessary to conduct Emergency Sheltering Operations at the Jasper County Public School Campus.

The fee for the use of the areas defined in Article 3 above or Camp Annex B will be \$00.00.

Where Services provided by Renter. INTENTIONALLY DELETED

Medical Services on Premises. INTENTIONALLY DELETED, N/A

The Renter agrees that while the premises are used by them, they will be responsible for any damage to the premises, its furniture, fixtures or other accoutrement for any cause whatsoever. The Renter further agrees that they will pay for any damages arising out of this use of the premises.

Renter shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. Renter shall be responsible for all code enforcement or other violations caused by Renter.

If allowed by law, Renter further agrees to indemnify Salvation Army from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the rented property and facilities by the Renter, its members, guests, or invitees; if not allowed by law, Renter agrees to insure against such matters under the provisions of the South Carolina Tort Claims Act through the South Carolina Insurance Reserve Fund to the extent allowed by statute. Salvation Army is not responsible for the security of Renter's records, equipment, or any supplies unless compromised as a result of Salvation Army's gross negligence or willful neglect. If available, a Certificate of Insurance may be required specifying limits.

Either party may cancel this agreement with 30 days notice without liability for any damages that might be sustained for such cancellation.

Renter agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on Salvation Army property. Smoking is prohibited in all physical structures and shall otherwise be restricted to designated areas.

The Renter agrees to provide supervision, to the extent that said activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.

13. Long Distance Calls. INTENTIONALLY DELETED, N/A.

14. Weddings. INTENTIONALLY DELETED, N/A

15. If an Annex is to be a part of this document, specify the Annex by initialling here. N/A

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

WITNESS:

THE SALVATION ARMY,
A GEORGIA CORPORATION

WITNESS:

RENTER

Regional Joint Use Shelter Jasper County

May 29, 2020

Operational Annex

Purpose:

The purpose of this plan is to provide guidance in sheltering operations of a regional joint use shelter for the citizens and visitors of Jasper and Beaufort counties when mandatory coastal evacuation is in effect regarding life safety threats of natural or manmade disasters. The lead agencies shall formulate a shelter management team following a unified command concept.

Introduction:

1. Sheltering shall include services for all individuals, to include functional and access needs, medical needs, pet and service animals
2. Feeding
3. Reunification and Disaster Welfare Inquiries
4. Disaster Assistance Inquiries

Sheltering operations up to 1200 population Jasper and Beaufort County

Concept of Operations:

- a. When the Governor of the State of South Carolina issues a closure of the public-school system and mandatory evacuation of coastal counties; Jasper and Beaufort County Emergency Managers shall coordinate the opening of the regional joint use shelter.
- b. The Counties' Department of Social Services offices in coordination with the South Carolina Department of Social Services shall serve as the lead agency for coordinating the mass care needs for citizens and visitors seeking life safety sheltering.
- c. The South Carolina Department of Health and Environmental Control Public Health Preparedness Division shall serve as the lead agency for Special Medical Needs Sheltering
- d. The Counties' Board of Disabilities offices shall serve as the lead agency for mass care of individuals with functional needs and individuals under their direct care.

- e. Beaufort County Animal Services shall serve as the lead agency for mass care operations of assisting individuals seeking shelter with household and Service Animals.
- f. It is the responsibility of the supporting agencies to ensure their personnel are familiar with National Response Framework and Corresponding concepts, actions, and responsibilities. (I.E. IMAT, JFOs, MASTT)
- g. All organizations shall coordinate with appropriate support agencies to ensure accessibility for all populations
- h. The Red Cross and Salvation Army, in coordination with other Volunteer Organizations Active in Disasters; shall integrate and support the sheltering operations as part of a broad program for disaster relief.
- i. Sheltering Operations under a population of 1200 evacuees shall be supported by the local agencies within the counties, SCDHEC PHP, and animal services.
- j. Sheltering operations that exceed 1200 evacuees, SCEMD shall provide additional staffing/liaison assistance for the coordination of the sheltering operations and assist with deploying resources accordingly.

Opening Process:

1. Upon notification of shelter activation: primary points of contact shall be notified of the date and time shelter shall be opened. A minimum of 8 hours is prudent for appropriate staffing assignments to open the shelter and have initiated classroom preparation substantially underway.

Shelter Management Team:

1. DSS, ARC, SA, SCDHEC PHP, BDSN, Animal Services shall establish a shelter management team adopting a unified command organizational flow chart for the management of the shelter. All requests shall be routed through the shelter management team prior to moving to an EOC for request.
2. Shelter Management Team will initiate coordination with kitchen facility staff on when they will commence feeding operations
3. As each organization arrives and establishes reception; the shelter management team will be established to initiate administrative duties for the operations.
 - Establish documentation unit for operational period logs
 - Track finance and burn rate (time sheets for paid and volunteer personnel, expenses, contracts)
 - Establish logistic needs for the shelter and submit resource requests to the EOC
 - Establish operational group to address challenges outside of planning
 - Establish the demobilization plan for the shelter

Organizational Roles:

American Red Cross:

1. Shall augment SCDSS shelter management staff.
2. DSS and ARC will coordinate with JCSD food services contractor to establish mass feeding support of the sheltering operations.
3. Provide a member to serve in the shelter management team for each operational period.
4. The General population shelter elements will follow guidelines as established by the ARC for shelter management.
5. Reception to be established in the cafeteria of the school.
6. Consider early request for resource request to EOC for additional cots.
7. Review school site map for initiation of housing evacuees. The gymnasium will be the last area of the school to be utilized for emergency evacuation housing.
8. Establish and maintain appropriate supplies for the management and operations of a co-located shelter.
9. Coordinate with Salvation Army and School Kitchen staff regarding the mass feeding in the shelter (Dietary restrictions, Culturally appropriate foods, etc.)
10. Provide services to assist evacuees with connecting to family members.
11. Coordinate Safe and Well website as established in their organizational operational plan
12. Provide for health, mental health, and spiritual care services.
13. Provide for direct client assistance.
14. Distribute emergency supplies.
15. Provide for additional information and assistance from various federal, state, or VOADs to disaster survivors
16. ARC to deploy locally housed asset trailer to the shelter.
17. Provide for staffing within a Disaster Recovery Center.

Animal Services:

1. Beaufort County Animal Services shall serve as the lead agency to coordinate and work with Jasper Animal Rescue Mission to provide for staffing and other elements of providing for animal sheltering operations for evacuees.
2. Provide a member to serve in the shelter management team for each operational period
3. Route appropriate logistic requests through Shelter Management Team and out to EOC for coordination.
4. Provide for prudent and necessary documentation, document/records review of animals received, housed, or cared for while occupying the shelter

5. Evacuees with household animals will be referred to Animal Sheltering registration after being processed in by DSS/ARC reception; and verify vaccination records. If owner is unable to produce the animal shall be vaccinated.
6. Verify owner has appropriate crate;
 - a. Owner has leash and adequate food
 - b. Established exercise area for the animals is posted for owners
 - c. Consider preordering cache of crates
 - d. Vaccinations on hand
7. Establish a third-party contract with a local Veterinarian for medical clearance of an animal into the shelter.

Board of Disabilities:

1. Board of Disabilities shall serve as the lead agency for functional needs evacuees. The local Offices of Beaufort County BDSN shall serve as the lead agency for evacuees with functional needs. BCBDSN shall coordinate with Jasper Office of BDSN. They will collectively mobilize and deploy personnel and resources that are prudent and necessary for the sheltering operations of functional needs evacuees.
2. Board of Disabilities is responsible for the movement and sheltering of their respective clients. The respective county team lead shall coordinate with DSS regarding the information necessary for Sheltering census and other documents prudent and necessary to shelter individuals with functional needs.
3. Provide a member to serve in the shelter management team for each operational period
4. Provide for all necessary and prudent documentation of operations regarding special need evacuees
5. Coordinate logistic requests through the shelter management team for routing to EOs

Department of Social Services Office:

1. Shall coordinate with Jasper and Beaufort County Office of DSS for adequate staffing and support needs to open and operate Shelter at the Ridgeland school campus utilized as co-located shelter.
2. DSS and ARC will coordinate with JCSD food services contractor to establish mass feeding support of the sheltering operations.
3. DSS in coordination with ARC will mobilize and deploy personnel and assets prudent and necessary for the operations of the shelter. They will need to establish the reception area for evacuees. This area is typically in the cafeteria portion of the school facility.
4. Provide a member to serve in the shelter management team for each operational period.
5. Coordinate with American Red Cross for management and support of Sheltering Operations of general population status.

6. Coordinate with Jasper County Public School regarding feed plans and custodian support operations.
7. Evacuees exceeding criteria for general population sheltering will be referred to the SCDHEC PHP reception for Medical Needs Sheltering.
8. Provide all documentation regarding operations of the shelter.

South Carolina Department for Health and Environmental Control (DHEC) office of Public Health Preparedness:

1. SCDHEC shall serve as the lead agency for Medical Needs Sheltering. The Office of PHP shall mobilize and deploy personnel and assets prudent and necessary for the operations of the shelter.
2. Establish Medical Sheltering operations in the regional joint use shelter
3. Provide a member to serve in the shelter management team for each operational period
4. Provide for appropriate staff to meet the needs of SMNS operations within the shelter
5. Provide staff for shelter management team
6. Provide LNO for local EOC
7. Ensure appropriate medical equipment and devices are deployed and in service to address the medical needs of their respective evacuees

Jasper and Beaufort County Emergency Management:

1. Shall coordinate with each other regarding the decision to open, operate and demobilize the regional joint use shelter. This coordination shall mutually begin upon the State of South Carolina declaring a State of Emergency; the issuance of a coastal county evacuation order; that coincides with an executive order for closing public schools within the coastal communities.
2. Coordinate with their local offices of Social Services to address any needs for staffing, operations, logistics, and liaison support
3. Coordinate and relay information to internal LNO at Jasper EOC on ETA of CTN assets inbound for adequate preparation and lead time for evacuee surge into shelter

Jasper County Public School District:

1. Facility Maintenance staff will initiate preparation of classroom space. Student desks are the easiest way to capitalize on the available space. The Salvation Army will coordinate with JCSD personnel to provide warehouse space to the school district. This will allow facilities maintenance staff of the school to relocate student desks and increase available floor space for sheltering operations. Facility maintenance staff will need to relocate these items to a secured facility. (Salvation Army warehouse located at 715 Grays Hwy Ridgeland, SC 29936)

2. JCSD will work with faculty to ensure that all potential equipment and supplies are secured as most economical and prudent in preparation of facility transition. This includes facility maintenance staff inventorying prudent and necessary supplies and kitchen staff inventorying pantry and compiling food orders with appropriate vendors.
3. Upon confirmation by executive order of the governor the schools will close. The school shall provide access to the campus for sheltering operations to commence.
4. Provide a member to serve in the shelter management team for each operational period
5. Facility Maintenance Staff will initiate inventory of supplies on hand and generate supply order in anticipation to sustain operations for a minimum of 72 hours
6. Facility Maintenance Staff will develop staffing schedule for the need to have on site support 24 hours.
7. Facility Maintenance staff will initiate the movement and securing of classroom furniture to capitalize on available floor space for evacuee's arrival (general population, Medical and Functional Need evacuees), deployment of floor covering of Multi-purpose room in anticipation of animal sheltering operations.
8. Facility Maintenance Staff will upon demobilization of the shelter expeditiously work to restore facility to state of educational operational readiness.
9. Food services contractor shall complete an inventory of all supplies prior to the opening of the regional joint use shelter. A predetermined menu will be implemented, and appropriate provisioning and orders enacted at thresholds met by the food services vendor. Additionally, the food services vendor will coordinate logistics with SA and Harvest Hope Food bank as well as tertiary contracted food service vendors in preparation of mass feeding operations develop a 3,5, and 7-day menu
10. Ensure adequate staffing is capable to sustain mass feeding operations. This can be augmented by utilization of VOADs (I.E. Salvation Army)
11. The Transportation Division will coordinate transportation plan for pick up points of residents needing transportation assistance. Provide for all prudent and necessary documentation regarding the CTN plan for Jasper County citizens and visitors.
12. JCSD Information and Technology should work to establish a public internet access point for evacuees
 - a. The Auditorium will serve as a Movie theatre for morale and welfare of evacuees and children. Additionally, the auditorium shall serve as an information hub for evacuees regarding storm related impacts to their respective home communities and assist in other venues to disseminate public information.
13. The Media Center will be utilized for the establishment of a multi-coordination center. This will aid in registering evacuees with VOADs, State and Federal resources following significant impact to the area.

14. The School Nurses Office shall be utilized as the primary office for medication dispensing, evaluations and central hub for Emergency Medical Response to the facility. This location will be utilized by ARC and SCDHEC PHP staff.
15. School Guidance Counselor Offices can be utilized for Mental Health counseling services as deemed prudent and necessary by the shelter management teams.
16. Post Storm evacuees can transition out of the classrooms into the gymnasium for recovery operations should the need arise.

Salvation Army:

1. Provide for support to Kitchen staff and mass feeding operations in the shelter as requested.
2. Provide a member to serve in the shelter management team as required.
3. Assist JCSD kitchen services personnel with logistics support.
4. Provide for emotional and spiritual care as required.
5. Support coordinated Disaster Survivor Assistance as requested.
6. Provide staffing in Disaster Assistance Center as available.
7. Coordinate reception and temporary warehousing of School facility furniture removed from shelter.

Jasper County Sheriff's Office:

1. Shall serve as the lead agency providing for shelter security missions once the shelter opens
2. Jasper County Sheriff's Office shall have a minimum of two deputies on station as the shelter opens.
3. As the census increases, the ratio of 1:100 shall be maintained.
4. Provide a member to serve in the shelter management team for each operational period
5. Shall enter into mutual aid or other agreements prudent and necessary to provide for adequate security staffing of the shelter
6. Once the Shelter capacity exceeds the 1200-person occupancy threshold; security will transition to SLED security augmenting staffing requirements
7. Staffing provisions shall be made available for 24-hour operations for duration of event
8. Draft and implement prudent and necessary MOUs that will meet the shelter security agent to evacuee's ratio

Sheltering operations in excess of 1200 population
State of South Carolina Assistance

When the census of the shelter exceeds a count of 1200 evacuees; the regional joint use shelter shall be provided additional resources from SC State Emergency Management. The shelter management team shall notify the local EOC of the census count as it approaches 1000. At that threshold, the Jasper County EOC shall route the appropriate notification to the State Emergency Operations Center (SEOC). The SEOC will then activate and deploy additional assets to provide management support of the sheltering element.

SCEMD will assist with identifying, notifying and providing additional assets needed to support this mission from additional state agencies. This may include personnel from other state agencies such as State Law Enforcement Division resources to coordinate and provide for shelter security, mass feeding support elements and contracts, transportation elements should the need arise to transport evacuees exceeding the shelter's capability to provide for emergency sheltering.

Definitions:

ARC – American Red Cross
BCAS – Beaufort County Animal Services
BDSN – Board of Disabilities and Special Needs (County or State Office)
CTN -
EMD – Emergency Management Division
EOC – Emergency Operations Center
ESF – Emergency Support Function
FEMA – Federal Emergency Management Administration
IMAT – Incident Management Assistance Team
JARM – Jasper Animal Rescue Mission
JCSD – Jasper County School District
JFO – Joint Field Office
LNO – Liaison Officer
MASTT – Multi-Agency Shelter Transition Team(s)
MCSTF – Mass Care Sheltering Task Force
MFTF – Mass Feeding Task Force
PHP – Public Health Preparedness (A Division of SCDHEC)
TSA- The Salvation Army
SCDSS – South Carolina Department of Social Services (County Office or State Office reference)
SCDHEC- South Carolina Department of Health and Environmental Control
SMN(S) – Special Medical Need (Shelter)
VOAD – Voluntary Organizations Active in Disasters



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request to Renew a Contract for Transportation Services Beaufort County Disabilities and Special Needs Department

Council Committee:

Finance Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Bill Love, DSN Executive Director and/or Beth Cody, DSN Fiscal Manager

Issues for Consideration:

To approve or disapprove a transportation services renewal contract for DSN consumers to Owl, Inc.

Points to Consider:

- The total amount requested of \$283,140 reflects daily fixed route transportation in support of the DSN Department with the understanding that additional locations may be added and listed locations may change, depending on program needs.
- The estimated number of participants is 40 adults with disabilities across four routes in Beaufort County.
- The vendor utilizes local workers as drivers.

Funding & Liability Factors:

- 24420011-51230 DSN Adult Employment Services Program - Transportation Services has a line item budgeted amount for \$285,000 for FY21.

Council Options:

Approve or disapprove the contract renewal.

Recommendation:

Approve the contract renewal for a total cost of \$283,140.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Chris Hervocho, Chairman, Finance Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: Contract Renewal
Contract Renewal for Transportation Services for Beaufort County Disabilities and Special Needs (DSN), RFP 040419

DATE: 06/15/2020

BACKGROUND:

The Beaufort County DSN Department requests approval to renew a contract for transportation services provided by Owl, Inc. The total amount requested of \$283,140 reflects daily fixed route transportation in support of the DSN Department with the understanding that other locations may be added or change, depending on program needs. The estimated number of participants is 40 adults with disabilities across four routes in the County.

VENDOR INFORMATION:

Owl, Inc.

COST:

\$283,140

Insert Addition Vendor Info.

FUNDING:

Account 24420011-51230, DSN Adult Employment Services Program - Transportation Services. Proposed budget for 2021 \$285,000

Funding approved: Yes By: raymond.williams Date: 06/03/2020

FOR ACTION: Finance Committee meeting occurring June 15, 2020.

RECOMMENDATION:

Staff recommends that the Finance Committee approve the contract renewal to Owl, Inc. and forward the request to County Council for approval to contract transportation services for \$283,140.

Attachment: DSN Transportation.pdf 406.33 KB

Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 06/04/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 06/03/2020

Item 8.

Christopher S. Inglese Deputy County Administrator	Approved: Yes	Date: 06/04/2020
Check to override approval: <input checked="" type="checkbox"/> Overridden by: dthomas	Override Date: 06/04/2020	ready for admin: <input checked="" type="checkbox"/>
Monica Spells, Assistant County Administrator, Civic Eng.	Approved: Yes	Date: 06/03/2020
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date:	ready for admin: <input checked="" type="checkbox"/>
William Love, Director, Disabilities and Special Needs Div	Approved: Yes	Date: 06/03/2020
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date:	ready for admin: <input checked="" type="checkbox"/>

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY
Beaufort County Disabilities and Special Needs Department
100 Clear Water Way | Beaufort, SC 29906
Telephone: 843-255-6300 | Fax: 843-255-9417

TO: Council Member Chris Hervochon, Chair, Finance Committee
VIA: Dave Thomas, CPPO, Purchasing Director
FROM: Bill Love, Executive Director, Beaufort County Disabilities and Special Needs Department
SUBJ: **Contract Renewal for Transportation Services for Beaufort County Disabilities and Special Needs (RFP 040419)**
DATE: June 15, 2020

BACKGROUND: The Beaufort County Disabilities and Special Needs (DSN) Department requests approval to renew a contract for transportation services provided by Owl, Inc. The total amount requested of \$283,140 reflects daily fixed route transportation in support of the DSN Department with the understanding that other locations may be added or change, depending on program needs. The estimated number of participants is 40 adults with disabilities across four routes in the County.

FUNDING:
Account # 24420011-51230 DSN Adult Employment Services Program – Transportation Services

FOR ACTION: Finance Committee meeting occurring June 15, 2020.

RECOMMENDATION: Staff recommends that the Finance Committee approve the contract renewal to Owl, Inc. and forward the request to County Council for approval to contract transportation services for \$283,140.

CC: Ashley Jacobs, County Administrator
Christopher Inglese, Deputy County Administrator
Monica Spells, Assistant County Administrator
Bill Love, DSN Director
Hayes Williams, Finance Director

Attachments: Owl, Inc. renewal letter dated June 1, 2020.



COUNTY COUNCIL OF BEAUFORT COUNTY

Beaufort County Disabilities and Special Needs Department
100 Clear Water Way | Beaufort, SC 29906
Telephone: 843-255-6300 | Fax: 843-255-9417



June 1, 2020

Owl, Inc.
c/o Dr. Laster Walker, CEO/President
87 Coles Court
Jacksonville, FL 32259
dr.walker@owlincgroup.com (VIA EMAIL)

Re: Contract Renewal for Transportation Services - Beaufort County Disabilities and Special Needs Department (RFP 040419)

Dear Mr. Walker:

It is a great pleasure to inform you that Beaufort County DSN wishes to renew the above-mentioned contract for a one-year term. Per our previous correspondence, we understand that Owl, Inc. has confirmed an annual renewal rate of \$283,140. The contract renewal period will begin on July 1, 2020 and end on June 30, 2020. This will serve as year two of a possible total of five years of this contract.

We appreciate our partnership and look forward to our continued successful collaboration during the contract period ahead. Please contact Beth Cody at 843-255-6298 or bcody@bcgov.net if you have any questions. Please sign below and return to us along with an updated Certificate of Insurance at your earliest convenience.

Sincerely,

Bill Love
Bill Love, Executive Director
Beaufort County DSN Department

The signature below authorizes the renewal of the contract for an additional one (1) year term pursuant to amendments, original contract, and Terms and Conditions found in the original solicitation.

Laster B. Walker
Dr. Laster B. Walker, President

6/1/2020

Authorized Name and Title to bind company

Date

cc: Wanda Mayse, Deputy Director, DSN
Beth Cody, Fiscal Operations Manager, DSN

Our Mission: Provide quality services and support to our consumers and facilitate opportunities for them to live productively and inclusively in the community.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation for FY 2021 Contract Renewals

Council Committee:

Finance Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

Issues for Consideration:

To improve our process for renewing annual contracts a summary sheet (see the attached excel sheet) is provided for your committee's review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and remarks. The Department Head responsible for the contract or their representative will be available for questions during the committee meeting.

Points to Consider:

1. Cost increases due to icloud compatibility - Contract #8

Funding & Liability Factors:

See the attached Excel Summary Sheet covering contracts 1-8.

Council Options:

Approve or disapprove the contract renewals.

Recommendation:

The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewals (Item 1-8) as stated in the attached summary.

Annual Contract Renewal for Finance Committee

Vendor	Purpose	Department	Account	FY 20 Cost	FY21 Cost	Term (Beg/End)
1	New Vision Systems New Canaan, Connecticut	Register of Deeds	Maintenance Contracts 10001122-51110	\$52,048.00	\$52,048.00	7/1/2020 thru 6/30/2021
	Records Management Software					
2	South Carolina Judicial Department	Clerk of Court Magistrate	Maintenance Contracts 10001030-51110 10001081-51110	\$60,000.00	\$60,000.00	7/1/2020 thru 6/30/2021
	Serves the Operational Needs of the Courts					
3	Manatron (Aumentum)(Thomson Reuters) (Now Harris) Chicago, Illinois	Assessor Auditor Treasurer	Maintenance Contracts 10001152-51110	\$60,000.00	\$60,000.00	7/1/2020 thru 6/30/2021
	Property Assessment and Tax Software and Support for the Assessor, Auditor and Treasurer's Offices					
4	Maudin & Jenkins	Finance	10001100-51160 10001111-51160	\$78,000	\$65,500	07/01/2020 Thru 06/30/2021
	Provides FY21 Auditing Services as well as CAFR Assistance					
	This will cover the FY21 audit, airport PFC auditing services, and CAFR					
5	Andrews Technology NOVATIME	Employee Services	10001160-51160	\$63,948.00	\$65,850.00	7/1/2020 thru 6/30/2021
	NOVATIME Annual Maintenance and Hosting					
	Employee Time Keeping System					
6	USI Insurance Services (formerly Wells Fargo)	Employee Services	10001160-51160	\$66,950.00	\$66,950.00	7/1/2020 thru 6/30/2021
	Benefit Consulting Services					
	Consulting Service for Employee Benefits					
7	Tyler Technologies (MUNIS) Dallas Texas	Finance Purchasing Business License Employee Services Building Codes Local Accomm. Tax Hospitality Tax Admission Fees	Maintenance Contracts 10001111-51110 10001116-51110 10001134 51110 10001160-51110 10001260-51110 20010011- 51110 20020011-51110 20100011-51110	\$147,878.72	\$218,099.00	07/01/2020 Thru 06/30/2021
	Annual Support and License Agreement for MUNIS					
	Price increase due to moving the software to iCloud Capability.					

Annual Contract Renewal for Finance Committee

8	South Data Mount Airy, North Carolina	Printing and Mailing Services for the Treasurer's Office (property tax bills)	Assessor Treasurer	10001340-51167	\$300,000	\$300,000	9/1/2020 thru 8/31/2021	Maria Walls
Approximately \$420 Million was collected last fiscal year								

Moyer, Victoria

From: Butts, Dale
Sent: Wednesday, May 13, 2020 11:38 AM
To: Moyer, Victoria
Cc: Thomas, Dave; Inglese, Christopher
Subject: RE: Annual Contract Renewal

Looks good Victoria! Remember, the cost will remain the same for FY21 & FY22. Next increase will come in FY23, as we are renewing for a 5-year term this time.

Thanks!

Dale Butts
Register of Deeds
P.O. Drawer 1197
Beaufort, SC 29901
843-255-2555



From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Wednesday, May 13, 2020 11:27 AM
To: Butts, Dale <dbutts@bcgov.net>
Cc: Thomas, Dave <dthomas@bcgov.net>; Inglese, Christopher <cinglese@bcgov.net>
Subject: Annual Contract Renewal

Hello

I am updating the spreadsheet and going through backup documents. I have attached the list of your department's contracts on the spreadsheet. Please verify all of the information listed, fill in the any blanks, send me backup for the contracts if noted, and if any will not be renewed and need removed let me know.

We are on the home stretch and I really appreciate your time and attention getting through this.

Sincerely,

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
937-838-7511 C

2

Moyer, Victoria

From: O'Shields, Brenda
Sent: Thursday, May 14, 2020 9:17 AM
To: Moyer, Victoria
Cc: Roseneau, Jerri
Subject: CMS SCJD FY21
Attachments: CMS contract.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Ms. Moyer: Attached for your records is copy of CMS Contract along with an email response (below) from Mr. Haley we received May 13, 2020.

Brenda S. O'Shields

Office of Beaufort County Clerk of Court
Post Office Drawer 1128
Beaufort, SC 29901
Desk: 843-255-5052
Fax: 843-255-9412
boshields@bcgov.net
<http://bcgov.net/clerk-of-court>

From: Haley, Christopher R. <chaley@sccourts.org>
Sent: Wednesday, May 13, 2020 4:57 PM
To: O'Shields, Brenda <boshields@bcgov.net>
Cc: Roseneau, Jerri <jroseneau@bcgov.net>; Perez, Ieshia <iperez@sccourts.org>
Subject: RE: CMS SCJD FY21

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

Hello Ms. O'Shields,

I appreciate you contacting me regarding Beaufort County's CMS Hosting and Support annual fees. The fees will remain unchanged for the upcoming 21 fiscal year. If you have any questions, please let me know.

Thank you,

Reese

Mauldin & Jenkins Partner Joel Black Named GASB Chairman



In January 2020, the Financial Accounting Foundation’s board of trustees named Joel Black, partner-in-charge of Mauldin & Jenkins audit practice, the next Chairman of the Governmental Accounting Standards Board.

“I am very excited to take on this new professional challenge. I have been immersed my entire adult life in the important, complex world of governmental accounting. I am eager to join my new colleagues in the mission to establish and improve accounting standards, and to engage with the remarkably diverse groups of stakeholders who care so much about public sector financial reporting.”

Joel was appointed to GASB’s Governmental Accounting Standards Advisory Council last year. Joel has also served on the American Institute of CPAs’ State and Local Government Expert Panel from 2015 to 2019, and the AICPA’s Government Audit Quality Center Executive Committee from 2012 until 2015. He received the 2017 Service Award from the Georgia Government Finance Officers Association.

“Joel Black has a longstanding and demonstrated commitment to the mission and work of the GASB and will make an excellent chair,” said Financial Accounting Foundation Chairman Kathy Casey in a statement. “He brings extensive knowledge and experience to the role and has genuine appreciation for the opportunities and challenges that our stakeholders face as accounting standards change. We are pleased to welcome him to the organization and look forward to his future leadership.”

Fee Schedule

County management has requested we provide a proposed schedule of estimated fees relative to the overall audit process of the County for the fiscal year ended June 30, 2021. Based on the thoughts addressed in the preceding paragraphs, and our knowledge of the County through prior year audits, we propose a fee of \$54,000 for the annual financial and compliance audit of the County for the year ended June 30, 2021, \$3,500 for the report on compliance with requirements on the Passenger Facility Charge Program, \$8,000 for the preparation of the County’s Comprehensive Annual Financial Report, and \$4,000 for each major program required to be audited as a Single Audit.

Important Notes to be Considered:

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins’ policy to not charge for simple discussions and conversations that occur between the governmental entity and Mauldin & Jenkins that are only simple discussions (i.e., a phone call to ask certain questions that do not require additional research).

Note (2) – Free Periodic/Quarterly Continuing Education: As noted on the previous pages, we provide free quarterly continuing education classes to our clients. This could amount to approximately \$3,000 of annual savings for the County’s estimated finance department per person.

INDUSTRY EXPERTISE / PROACTIVE SERVICE / PROVEN RESULTS

Note (3) – Additional Services: If it should become necessary for the County to request Mauldin & Jenkins to provide any additional services (such as bond issuances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the County and Mauldin & Jenkins.

Note (4) – No Hidden Fees or Costs: The pricing schedules contain all pricing information relative to performance of the audit as required by the County including all reimbursement for travel, communications, etc. So long as there are no significant changes in the operations or the number of major programs of the County and/or the scope of services requested or significant problems requiring additional time, **our quoted fees will not change.**

As a member at Mauldin & Jenkins, LLC, I am certified and authorized to represent Mauldin & Jenkins, LLC, empowered to submit the bid, and authorized to sign a contract with the County.

Beaufort County, South Carolina is a very important client to Mauldin & Jenkins and one that we would be proud to continue to serve. We will continue to provide the County a team with significant experience working with governmental entities and local governments. Thank you for allowing us to present our proposal. Please contact me at (800) 277-0050 if you have any questions or thoughts.

Very truly yours,

Mauldin & Jenkins, LLC



David Irwin, CPA
Member

Andrews Technology HMS, Inc
 Suite #126
 1213 Culbreth Dr.
 Wilmington, NC 28405



Item 9.

Date	Quote #
5/5/2020	BEAU 20-21

5

Name / Address
Beaufort County 102 Industrial Village Rd. Beaufort County, SC 29906

			Project
Description	Qty	Rate	Total
Andrews Technology Time & Attendance System			
Annual Charge: Employees (1500/month @ \$1.55/employee for 12 months)	12	2,325.00	27,900.00T
Annual Charge: Phone Entry Module (50/month @ \$1.00 per moth for 12 months)	12	50.00	600.00T
Annual Charge: Supervisors (50 additional/month @ \$5.00 per supervisor for 12 months)	12	250.00	3,000.00T
Annual Charge: Phone Line (\$100 per month)	12	100.00	1,200.00T
Annual Maintenance: Software	1	14,234.00	14,234.00T
Annual Maintenance: Hardware	1	18,916.00	18,916.00T
		Subtotal	\$65,850.00
		Sales Tax (0.0%)	\$0.00
		Total	\$65,850.00

Do you know if this was approved for the 3 years? I am attaching an email from Dave regarding this. If it has not, would it be possible to find the original contract?

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
937-838-7511 C

6

From: Beere, Melissa <mbeere@bcgov.net>
Sent: Tuesday, May 5, 2020 11:58 AM
To: Moyer, Victoria <victoria.moyer@bcgov.net>
Subject: RE: Annual Contract Renewals

Attached is an email from Corbin Wimberly with USI stating that our 3 year contract is to remain the same (\$66,950) through 8/1/2021. Let me know if anything further is needed on this renewal. I will have Andrews Technology to you as soon as I receive it from them. Thank you,
Melissa

From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Tuesday, May 5, 2020 9:35 AM
To: Carter, Cindy <ccarter@bcgov.net>; Foot, Philip <philipf@bcgov.net>; Grant, Quandara <qgrant@bcgov.net>; Rembold, Jon <jrembold@bcgov.net>; Dunn, Michael <mdunn@bcgov.net>; Walls, Maria <mwalls@bcgov.net>; Polite, Shakeeya <spolite@bcgov.net>; Greenway, Eric <egreenway@bcgov.net>; Taylor, Marci <marcit@bcgov.net>; Ownby, Donna <downby@bcgov.net>; Spells, Monica <m spells@bcgov.net>; Loper, Shannon <sloper@bcgov.net>; Trice, Tallulah <ttrice@bcgov.net>; Williams, Raymond <raymond.williams@bcgov.net>; Beere, Melissa <mbeere@bcgov.net>; Stewart, Emily <estewart@bcgov.net>; Butts, Dale <dbutts@bcgov.net>; Roseneau, Jerri <jroseneau@bcgov.net>; Morgan, Daniel <danielm@bcgov.net>; Smith, Joanne <joanner@bcgov.net>
Cc: Thomas, Dave <dthomas@bcgov.net>
Subject: RE: Annual Contract Renewals

Good Morning Everyone,

I am just sending out a reminder that I will need all annual contract renewal information and backup **NO LATER** than **MAY 15, 2020**.

Please reach out if you have any questions. It is imperative that we receive this information in order to ensure your annual contracts are approved by Committee and renewed.

Thank you to the few that have already turned in their information. I appreciate your time and attention.

Have a great day

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
937-838-7511 C

From: Morgan, Daniel
Sent: Thursday, April 23, 2020 2:08 PM
To: Moyer, Victoria
Subject: RE: Tyler Technologies MUNIS



Victoria,
I have looked up the information in Munis for the last 2 years. The budget information did not have the detailed invoices attached and I can get them from Shakeeya if you need them.
Below you will find the amounts that we paid in the last two fiscal years:

- 2019: Munis Annual Service Support - \$16,142.68
- 2019: Munis Disaster Recovery - \$16,603.88
- 2019: Munis GUI Site License Support - \$2,700.00
- 2019: Munis Sales Tax - \$4,931.73

- 2020: Munis Annual Support and Disaster Recovery - \$37,392.46.

Please let me know if you have any questions or if we need to have a phone call to discuss further.

Best regards,
Dan



Daniel R. Morgan, CGCIO, GISP

Director of Mapping and Applications
Beaufort County IT Division
(o) (843) 255-2535 | (m) (843) 597-8201

[E danielm@bcgov.net](mailto:danielm@bcgov.net)

From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Thursday, April 23, 2020 10:33 AM
To: Morgan, Daniel <danielm@bcgov.net>
Subject: RE: Tyler Technologies MUNIS

Thank you for the information. I look forward to working with you on this.

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
937-838-7511 C

From: Thomas, Dave
Sent: Friday, April 24, 2020 7:58 AM
To: Moyer, Victoria
Subject: FW: Munis Support Invoice



Good morning.

Not to confuse you, but the email below is what Linda sent out to departments to cover the Munis software cost for each department. This is paid annually.
Dave

From: Atkinson, Charles <catkinson@bcgov.net>
Sent: Tuesday, November 19, 2019 10:10 AM
To: Maietta, Linda <lmaietta@bcgov.net>; Stephens, Edra <estephens@bcgov.net>; Morgan, Daniel <danielm@bcgov.net>; Thomas, Dave <dthomas@bcgov.net>; Walls, Maria <mwalls@bcgov.net>; Gregory, Suzanne <suzanneg@bcgov.net>
Subject: RE: Munis Support Invoice

Approved – Building Codes

Thank you,
Chuck



From: Maietta, Linda <lmaietta@bcgov.net>
Sent: Tuesday, November 19, 2019 10:04 AM
To: Stephens, Edra <estephens@bcgov.net>; Morgan, Daniel <danielm@bcgov.net>; Atkinson, Charles <catkinson@bcgov.net>; Thomas, Dave <dthomas@bcgov.net>; Walls, Maria <mwalls@bcgov.net>; Gregory, Suzanne <suzanneg@bcgov.net>
Subject: Munis Support Invoice

The Finance Department is in receipt of the FY 20 invoice for Munis access. Listed below are the amounts that will be charged to your department:

Treasurer: \$ 5,107.72
Employee Services: \$19,847.46
Purchasing: \$10,470.32
Building Codes: \$ 8,750.65
MIS: \$37,392.46
Business License: \$12,093.33

South Data

Moyer, Victoria

From: Thomas, Dave
Sent: Wednesday, May 27, 2020 8:06 AM
To: Walls, Maria
Cc: Wright, George; Moyer, Victoria
Subject: RE: Need your help in getting backup from the vendor for your contract renewals ASAP

Good morning and thank you!!
Sincerely,
Dave

David (Dave) L. Thomas, CPPB, CPPO
Purchasing Director, Beaufort County
P.O. Drawer 1228
106 Industrial Village Road, Bld#2
Beaufort, SC 29901
Office: 843-255-2304
Moble: 843-812-8217
dthomas@bcgov.net

From: Walls, Maria <mwalls@bcgov.net>
Sent: Wednesday, May 27, 2020 8:04 AM
To: Thomas, Dave <dthomas@bcgov.net>
Cc: Wright, George <gtwright@bcgov.net>
Subject: Re: Need your help in getting backup from the vendor for your contract renewals ASAP

We collected approximately \$420 million last fiscal year.

Best regards,

Maria Walls, CPA
Beaufort County Treasurer
Telephone: [843-255-2586](tel:843-255-2586)
Fax: [843-255-9444](tel:843-255-9444)
www.BeaufortCountyTreasurer.com

The Beaufort County Treasurer's Office, professionals serving with innovation and enthusiasm.

On May 27, 2020, at 8:00 AM, Thomas, Dave <dthomas@bcgov.net> wrote:

Maria,

What is the estimated annual tax revenue that your office brings into the County by using Southern Data mailing services? This is needed for our renewal update.

Thank you,

From: Walls, Maria <mwalls@bcgov.net>
Sent: Tuesday, May 26, 2020 12:25 PM
To: Thomas, Dave <dthomas@bcgov.net>
Cc: Wright, George <gtwright@bcgov.net>; Morgan, Daniel <danielm@bcgov.net>; Polite, Shakeeya <spolite@bcgov.net>; Maietta, Linda <lmaitta@bcgov.net>; Moyer, Victoria <victoria.moyer@bcgov.net>; Spells, Monica <m Spells@bcgov.net>
Subject: Re: Need your help in getting backup from the vendor for your contract renewals ASAP

Hi Dave,

The estimated contract cost is \$300,000.

Best regards,

Maria Walls, CPA
Beaufort County Treasurer
Telephone: [843-255-2586](tel:843-255-2586)
Fax: [843-255-9444](tel:843-255-9444)
www.BeaufortCountyTreasurer.com

The Beaufort County Treasurer's Office, professionals serving with innovation and enthusiasm.

On May 26, 2020, at 10:10 AM, Thomas, Dave <dthomas@bcgov.net> wrote:

Good morning all,

We need your help in requesting the backup/pricing information for the new contract cost for FY21. We are planning on bringing the attached annual renewals forward to the Finance Committee and will not be able to bring your item forward unless we have the backup. My office will need the backup no later than June 8, 2020. The sooner the better.

Respectfully,
Dave

David (Dave) L. Thomas, CPPB, CPPO
Purchasing Director, Beaufort County
P.O. Drawer 1228
106 Industrial Village Road, Bld#2
Beaufort, SC 29901
Office: 843-255-2304
Moble: 843-812-8217
dthomas@bcgov.net

<Finance Committee Sheet.pdf>

Item 9.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Chris Hervocho, Chairman, Finance Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: Contract Renewal
Recommendation for FY 2021 Contract Renewals

DATE: 06/15/2020

BACKGROUND:

To improve our process for renewing annual contracts, please see the attached summary sheet for your committee's review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The department head responsible for the contract or their representative will be available during the committee meeting to answer questions.

VENDOR INFORMATION:

See attached.

COST:

See attached.

Insert Addition Vendor Info.

FUNDING:

See attached.

Funding approved: Yes By: raymond.williams Date: 06/09/2020

FOR ACTION: Finance Committee meeting occurring on June 15, 2020.

RECOMMENDATION:

The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewals (Items 1-8) as stated in the attached summary.

Attachment: FinanceContractRenewals.pdf 3.34 MB

Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 06/09/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 06/09/2020

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Monica Spells, Assistant County Administrator, Civic Eng	Approved: Yes	Date: 06/09/2020
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/> Override Date: <input type="text"/> ready for admin: <input checked="" type="checkbox"/>		
Maria Walls, Beaufort County Treasurer	Approved: Select...	Date: <input type="text"/>
Check to override approval: <input checked="" type="checkbox"/> Overridden by: dthomas Override Date: 06/09/2020 ready for admin: <input checked="" type="checkbox"/>		
Jerri Roseneau, Clerk of Court	Approved: Yes	Date: 06/09/2020
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/> Override Date: <input type="text"/> ready for admin: <input checked="" type="checkbox"/>		
Daniel Morgan, Director, Mapping and Applications Dep:	Approved: Yes	Date: 06/09/2020
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/> Override Date: <input type="text"/> ready for admin: <input checked="" type="checkbox"/>		
Dale Butts, Director, Register of Deeds Department	Approved: Yes	Date: 06/09/2020
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/> Override Date: <input type="text"/> ready for admin: <input checked="" type="checkbox"/>		
Amanda Kincaid, Director, Human Resources Staff	Approved: Select...	Date: <input type="text"/>
Check to override approval: <input checked="" type="checkbox"/> Overridden by: dthomas Override Date: 06/09/2020 ready for admin: <input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> CC others		
Approved by Committee:	<input type="text"/>	
Approved by Council:	<input type="text"/>	

After Initial Submission, Use the Save and Close Buttons

Item 9.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road
 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

TO: Councilman Chris Hervochon, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: **Recommendation for FY 2021 Contract Renewals**
DATE: June 15, 2020

To improve our process for renewing annual contracts, please see the attached summary sheet for your committee's review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The Department Head responsible for the contract or their representative will be available during the committee meeting to answer questions during.

FOR ACTION: Finance Committee meeting occurring June 15, 2020.

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewal (Item 1-8) as stated in the attached summary.

CC: Ashley Jacobs, County Administrator
 Monica Spells, Assistant County Administrator,
 Raymond Williams, Finance Director
 Mari Walls, Beaufort County Treasurer
 Jerri Roseneau, Clerk to Court
 Amanda Kincaid, Interim Director of Employee Services
 Dan Morgan, Director of Mapping and Applications
 Dale Butts, Director of Deeds

Att: Contract Renewal Summary List



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Proposed modifications to council compensation

Council Committee:

Finance

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

The attached ordinance would modify council's compensation as follows: change annual salary to a dollar amount for councilmembers, add \$2000 for the chair, and add \$1000 for the vice-chair; eliminate the meeting stipend, eliminate the reference to cost of living increases; allow for mileage reimbursement (instead of a monthly car allowance, which might be considered improper extra compensation since it would not be tied to an actual expense); and addresses out of town/overnight travel.

Points to Consider:

There are several ways to address council compensation.

Funding & Liability Factors:

depends upon final decision. Budget would need to reflect the expected expenses.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the modifications to council compensation.

ORDINANCE 2020/_____

AN ORDINANCE AMENDING CHAPTER 2 ARTICLE II SECTION 28 OF THE CODE OF ORDINANCES OF BEAUFORT COUNTY BY DELETING AND REPLACING A PORTION OF THE CURRENT TEXT

WHEREAS, Beaufort County Council desires to amend the current Beaufort County Code pertaining to salary and reimbursement;

WHEREAS, this Ordinance shall be made effective immediately; and

WHEREAS, pursuant to S.C. Code Ann. §4-9-100, the amended text relating to salary shall not be effective until the date of commencement of terms of at least two members of council elected at the next general election following the enactment of this Ordinance at which time the amended salary rates will become effective for all members.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend Beaufort County Code Chapter 2 Article II Section 28 text by replacing the stricken through portions of the text and adding the text highlighted as follows:

Sec. 2-28. - Salary and reimbursement.

(a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:

(1) *Councilmember.* Each member of council, with the exception of the chair and vice-chair, shall receive _____; and

(2) *Council chair.* The chair of council shall receive _____; and

(3) The vice-chair of council shall receive \$_____; and

(d) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for all scheduled meetings, i.e., regular meetings, work sessions, public hearings at the rate as published annually by the U.S. Internal Revenue Service; and

(e) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the mileage will be made on the second scheduled pay date of each month following the month in which the mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

(f) *Required documentation.* An affidavit form must be completed and signed by the councilmember, and submitted to the finance department in order for payment of the mileage to be made. The affidavit shall provide for the recording of the date, location, total mileage to and from and the purpose of the meeting; and

(h) *Expenses.* Members may also be reimbursed for actual expenses incurred in the conduct of their official duties, including reasonable costs for overnight travel, lodging meals and incidental

expenses where such travel is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share or lowest available car rental cost.

ADOPTED IN MEETING DULY ASSEMBLED this ____ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

- Third and Final Reading:
- Public Hearing:
- Second Reading:
- First Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Hilton Head Island Airport Terminal

Council Committee:

Finance

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Ashley Jacobs, County Administrator and Jon Rembold, Airports Director

Issues for Consideration:

Discussion of airport terminal project - progress, schedule

Points to Consider:

Schedule, scope, budget, project impact

Funding & Liability Factors:

To be discussed

Council Options:

Discussion

Recommendation:

Full and continuous support of project