

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
 100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228
 TELEPHONE: (843) 255-2180
 www.beaufortcountysc.gov

STEWART H. RODMAN
 CHAIRMAN

D. PAUL SOMMERVILLE
 VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT
 GERALD DAWSON
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 LAWRENCE P. MCELYNN
 JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
 COUNTY ADMINISTRATOR

SARAH W. BROCK
 CLERK TO COUNCIL

AGENDA

COUNTY COUNCIL OF BEAUFORT COUNTY
 REGULAR SESSION

Monday, June 10, 2019

6:00 p.m.

Council Chambers, Administration Building
 Beaufort County Government Robert Smalls Complex
 100 Ribaut Road, Beaufort

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman 6:00 p.m.
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Councilman Gerald Dawson
3. **APPROVAL OF AGENDA**
4. **CITIZEN COMMENTS** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes and comments must pertain to items on the Agenda.]*
5. **CONSENT AGENDA**
 - A. **Items Originating from the Public Facilities Committee – Councilman Flewelling**
 1. **Appointments and Reappointments to Boards and Commissions**
 - a. Luana Graves Sellars to Beaufort County Transportation Committee
 2. **Third reading of an ordinance authorizing approval of two lease agreements for Crystal Lake Park** (backup)
 1. Consideration of third and final reading June 10, 2019
 2. Public Hearing on May 28, 2019
 3. Second reading approved on May 28, 2019 / Vote 9:0
 4. First reading approved on May 13, 2019 / Vote 10:0
 5. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0
 3. **First reading of an ordinance approving the lease of Bob Jones Property** (backup)
 1. Consideration of first reading on June 10, 2019
 2. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Public Facilities Committee recommended approval on June 3, 2019 / Vote 8:0



4. **A resolution adopting the five (5) year county dirt road paving plan** (backup)
 1. Consideration of adoption on June 10, 2019
 2. Public Facilities Committee recommended approval on June 3, 2019 / Vote 8:0
5. **A resolution for the purchase of Buckwalter Place land encroachment** (backup)
 1. Consideration of adoption on June 10, 2019
 2. Public Facilities Committee recommended adoption on June 3, 2019 / Vote 8:0
6. **Approval of Facilities Master Plan RFQ** (backup)
 1. Consideration of approval on June 10, 2019
 2. Public Facilities Committee recommended approval on June 3, 2019 / Vote 8:0

B. Items Originating from the Finance Committee – Councilman Passiment

1. **Third reading of an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan** (backup)
 1. Consideration of third and final reading on June 10, 2019
 2. Public Hearing on May 28, 2019
 3. Second reading approved on May 28, 2019 / Vote 9:0
 4. First reading approved on May 13, 2019 / Vote 10:0
 5. Executive Committee recommended approval on May 13, 2019 / Vote 9:0
2. **First reading of Fiscal Year 2019-2020 Airports Budget Proposal (Enterprise Fund)** (backup)
 1. Consideration of first reading, by title only, on June 10, 2019
 2. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Finance Committee recommended approval on May 28, 2019 / Vote 9:0
3. **First reading of Fiscal Year 2019-2020 Stormwater Management Utility Budget Proposal (Enterprise Fund)** (backup)
 1. Consideration of first reading, by title only, on June 10, 2019
 2. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Finance Committee recommended approval on May 28, 2019 / Vote 9:0
4. **First reading of an ordinance to appropriate funds not to exceed \$114,450.00 from the 3% local accommodations tax funds to the county general fund to provide support for the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball Event** (backup)
 1. Consideration of first reading on June 10, 2019
 2. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Finance Committee recommended approval on May 6, 2019 / Vote 8:0

5. **A resolution adopting Fiscal Year 2019 Comprehensive Annual Financial Report Timeline** (backup)
 1. Consideration of adoption on June 10, 2019
 2. Finance Committee recommended adoption on June 3, 2019 / Vote 10:0
6. **Approval of Fiscal Year 2020 Contract Renewals** (backup)
 1. Consideration of adoption on June 10, 2019
 2. Finance Committee recommended adoption on June 3, 2019 / Vote 10:0

C. Items Originating from the Governmental Committee – Councilman Sommerville

1. **Third reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals** (backup)
 1. Consideration of third and final reading on June 10, 2019
 2. Public Hearing on April 8, 2019
 3. Second reading approved on April 8, 2019 / Vote 10:0
 4. First reading approved on March 25, 2019 / Vote 10:0
 5. Governmental Committee recommended approval on February 25, 2019 / Vote 11:0
 6. Governmental Committee recommended approval with additional amendments on January 28, 2019 / Vote 8:0

6. NON-CONSENT AGENDA

A. Public Hearings and Second Readings

1. **Public hearing and second reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County** (backup)
 1. Public hearing on June 10, 2019
 2. Consideration of second reading on June 10, 2019
 3. First reading approved on May 28, 2019 / Vote 9:0
 4. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0
2. **Public hearing and second reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site”** (backup)
 1. Public hearing on June 10, 2019
 2. Consideration of second reading June 10, 2019
 3. First reading approved on May 28, 2019 / Vote 9:0
 4. Public Facilities Committee recommended approval on April 1, 2019 / Vote 6:1
3. **Public hearing and second reading of an ordinance authorizing approval of a lease agreement for The Lind Brown Center** (backup)
 1. Public hearing on June 10, 2019
 2. Consideration of second reading on June 10, 2019
 3. First reading approved on May 28, 2019 / Vote 9:0
 4. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0
4. **Public hearing and second reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)** (backup)
 1. Public hearing on June 10, 2019

2. Consideration of second reading on June 10, 2019
3. First reading approved on May 28, 2019 / Vote
4. Natural Resources Committee recommended approval on May 20, 2019 / Vote 7:1

5. First reading of Fiscal Year 2019-2020 Beaufort County Budget Proposal (backup)

1. Consideration of approval on first reading, by title only, on June 10, 2019
2. Public hearing (1 of 2) – Monday, June 17, 2019 beginning at 6:00 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public hearing (2 of 2) – Monday, June 24, 2019 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
4. Finance Committee recommended approval on June 3, 2019 Vote 10:0
5. Finance Committee discussion occurred May 28, 2019

6. First reading of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2019 and to make appropriations for said purposes

1. Consideration of first reading, by title only, on June 10, 2019
2. Public hearing (1 of 2) – Monday, June 17, 2019 beginning at 6:00 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public hearing (2 of 2) – Monday, June 24, 2019 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
4. Finance Committee recommended approval June 3, 2019 / Vote 10:0
5. Finance Committee discussion occurred May 28, 2019

7. First reading of an ordinance based on the request from the Beaufort County Board of Education to suspend the millage limitation imposed by SC Code Section 6-1-320 and increase the millage rate by an additional 5.9 mills because of the deficiency of the preceding year

1. Consideration of first reading, by title only, on June 10, 2019
2. Public hearing (1 of 2) – Monday, June 17, 2019 beginning at 6:00 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Public hearing (2 of 2) – Monday, June 24, 2019 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
4. Finance Committee recommended approval June 3, 2019 / Vote 10:0
5. Finance Committee discussion occurred May 28, 2019

7. DISCUSSION AND ACTION ITEMS

A. Committee Reports

Prior Meetings

1. Finance Committee (June 3, 2019)
2. Public Facilities Committee (June 3, 2019)
3. Executive Committee (June 10, 2019)

Upcoming Meetings

1. Natural Resources Committee (June 17, 2019)
2. Community Services Committee (June 17, 2019)
3. Governmental Committee (June 24, 2019)

8. MATTERS ARISING OUT OF EXECUTIVE SESSION

9. CITIZEN COMMENTS

10. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Holy Trinity Lease Agreement

Council Committee:

Public Facilities

Meeting Date:

June 3, 2019

Committee Presenter (Name and Title):

Thomas Keaveny (County Attorney) and Phil Foot (Assistant County Administrator)

Issues for Consideration:

N/A

Points to Consider:

Twelve month lease of the Bob Jones property with the possibility of three (3) addition one-year extensions.

Funding & Liability Factors:

N/A

Council Options:

Seeking the Committee's approval for the lease agreement.

Recommendation:

To approve the lease agreement.

ORDINANCE 2019 / _____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS NECESSARY TO LEASE THE BOB JONES PROPERTY

WHEREAS, Beaufort County is the owner of Parcel Number R120 003 000 0844 0000 with a street address of 2712 Jones Avenue, Beaufort, SC 29902, and generally known in the community as Bob Jones Property (the “Property”); and

WHEREAS, Beaufort County’s Parks and Recreation Department frequently uses the Property but, at times, does not use the entire Property; and

WHEREAS, the Holy Trinity Classical Christian School (the “School”) would like to lease a portion of the Property to operate three mobile classroom facilities in connection with a private school; and

WHEREAS, the County Administrator has negotiated a lease with the School for the use of the agreed upon portions of the Property; and

WHEREAS, the School, at its sole cost and expense, shall obtain the necessary permits to place and use three mobile classroom facilities on the Property; and

WHEREAS, in accordance with Beaufort County Code of Ordinances Section 2-514, it is necessary for County Council to provide prior approval to the County Administrator to lease property owned by the County; and

WHEREAS, Beaufort County Council finds it is in the best interests of the community and Beaufort County to lease portions of the Property to Holy Trinity Classical Christian School.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary to lease the Bob Jones Property to the Holy Trinity Classical Christian School.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council
First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Engineering Department - Dirt Road Paving 5 Year Plan Presentation

Council Committee:

County Council

Meeting Date:

June 10, 2019

Committee Presenter (Name and Title):

Rob McFee, Division Director Construction, Engineering and Facilities

Issues for Consideration:

To provide a 5 year recommendation for Beaufort County Dirt Road Paving

Points to Consider:

Road score based on maximum 100 points which considers dwellings, cost to maintain and cost to pave, length of time road in County system and ROW status. Higher number indicates greater need to pave.
Each year kept within a range of funding from \$2,500,000 to \$3,000,000 with the exception of year 4 premium for work on Daufuskie Island.
Year 1 recommendations based highest ranking roads with ROW's acquired except for George Williams Lane (2nd highest ranked road) which ROW acquisition is partially complete.
Year 1 Dirt Road Paving package #51 separated into part A) – proceed with bid package preparation and part B) hold for determination on AG opinion for maintenance of roads within a municipality.

Funding & Liability Factors:

TAG Fund

Council Options:

Approve or Disapprove 5 Year Plan Recommendation

Recommendation:

Approve 5 Year Plan Recommendation

RESOLUTION

WHEREAS, the improvement of County owned dirt roads enhances the quality of life for County residents; and

WHEREAS, improvements to these dirt roads provide better all-weather performance and reduces annual maintenance costs of those roads; and

WHEREAS, the program priorities are based upon objective criteria to provide the best use of the limited funds established for this purpose; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council establishes a prioritized 5 Year Dirt Road paving program:

Adopted this day of , 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stuart Rodman, Chairman

Attest:

Clerk to Council

Beaufort County Dirt Road Paving - 5 Year Plan

4-Jun-19

Year 1 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
Dirt Road Paving #51A							
5	Rice Road	0.25	complete	79.96	5	Broad River Blvd to Inwood Plantation Rd.	\$ 311,638
3	Salicornia Drive	0.29	complete	70.27	9	Marsh Hawk Dr to Terminus	\$ 361,500
3	Wards Landing Road	0.44	complete	64.52	17	Sea Island Pkwy to Worthington Rd	\$ 548,482
1	George Williams Lane	0.62	underway	95.17	2	Wm. Campbell Ln to Kelly Rd	\$ 772,861
Miles 51A		1.60				Cost Estimate 51A	\$ 1,994,480
Dirt Road Paving #51B							
7	Davis Road	0.23	complete	79.44	6	Okatie Hwy to Hubbard Lane	\$ 286,707
10	Wright Place	0.24	complete	78.90	7	Squire Pope Rd to Terminus	\$ 299,172
5	Wickecliff Place	0.08	complete	67.11	13	Palomino Dr to Terminus	\$ 99,724
Miles 51B		0.55				Cost Estimate 51B	\$ 685,603

Year 2 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
1	Twickenham Road	0.92	underway	80.36	4	Old Sheldon Church Rd to Terminus	\$ 1,168,262
3	David Green Road	0.46	underway	68.70	11	Capers Island Rd to Terminus	\$ 584,131
6	Harrison Island Road	0.65	none	95.73	1	Pinckney colony Rd to Terminus	\$ 825,403
2	Eddings Point Road	0.26	none	94.43	3	Eddings Point Rd to Eddings Point Rd (Pvt)	\$ 330,161
Total Miles		2.29				Cost Estimate Total	\$ 2,907,957
							Year 2

Year 3 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
1	Northview Drive	0.42	none	75.26	8	Perry Clear Dr to Northview Dr (Pvt)	\$ 543,123
9	Prospect Road	1.22	none	69.16	10	Pappys Landing to Billie Burn Ln	\$ 1,893,172
7	Rainbow Road	0.32	none	67.88	12	Gibbet Rd to Rainbow (Pvt)	\$ 413,808
Total Miles		1.96				Cost Estimate Total	\$ 2,850,103
							Year 3

Year 4 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
9	Church Road	0.63	none	66.09	14	Haig Point Rd to School Rd	\$ 995,236
9	School Road	1.58	none	65.20	15	Benjies Point Rd to Oakridge Ln	\$ 2,495,989
Total Miles		2.21				Cost Estimate Total	\$ 3,491,225
							Year 4

Year 5 Recommendations

Council District	ROAD NAME	Approx Length	Existing ROW	Road Score	Road Ranking	TERMINI DESCRIPTION	ENGINEERS ESTIMATE
3	James D Washington	0.70	complete	63.54	18	Storyteller Rd to Orange Grove Rd	\$ 937,825
5	Leo Green Road	0.38	none	61.64	19	Broad River Blvd to Leo Green Rd (Pvt)	\$ 509,105
2	Dolphin Watch Point	0.07	complete	60.66	20	Coosaw River Dr to Palmetto Grove Ln	\$ 93,783
6	Graves Road	0.83	none	60.10	21	Fording Island Rd to Terminus	\$ 1,111,993
Total Miles		1.98				Cost Estimate Total	\$ 2,652,705
							Year 5



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution Authorizing the Administrator to execute documents for purchase of a right of way encroachment at Buckwalter Parkway and Bluffton Parkway

Council Committee:

Public Facilities committee voted unanimously to recommend to Council to purchase the land for \$32,500.00

Meeting Date:

County Council June 10, 2019

Committee Presenter (Name and Title):

Tom Keaveny, County Attorney; Rob McFee, Director of Construction, Engineering & Facilities

Issues for Consideration:

Construction of the Buckwalter Parkway encroached onto private property. BMH is constructing a new micro-hospital at the site and is entitled to credits for the contribution of its private property to the road system. In lieu of the credits, the County wishes to purchase the property for \$32,500.00

Points to Consider:

The Resolution includes an allowance for reasonable closing costs.

Funding & Liability Factors:

Funding comes from the existing impact fee fund balance.

Council Options:

Approve or not approve the Resolution

Recommendation:

Approve the Resolution

RESOLUTION 2019 _____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FOR RIGHT OF WAY ALONG BUCKWALTER PARKWAY ADJACENT TO THE FUTURE BEAUFORT MEMORIAL MICRO-HOSPITAL SITE.

WHEREAS, Beaufort Memorial Hospital (BMH) is in the process of building a micro-hospital to be located at the intersection of Buckwalter Parkway and Bluffton Parkway (“BMH Site”); and

WHEREAS, it is evident that construction of Buckwalter Parkway encroached onto the BMH Site known as TMS# R610 030 000 1705 0000 and shown in more detail as Tract “B” on the attached Exhibit A; and

WHEREAS, Tract “B” is a 0.121 acre (3,275 square feet) parcel and represents the encroachment of the road onto the BMH Site; and

WHEREAS, Beaufort County Code of Ordinance Chapter 82 sets forth regulations for the collection of impact fees; and

WHEREAS, the proposed micro-hospital is subject to certain road impact fees, however the calculation of the road impact fees may be offset by a developer’s contribution to road improvements per Beaufort County Code of Ordinances Section 82-88; and

WHEREAS, the dedication of land to be used for right-of-way is eligible for impact fee credits in the amount of the land’s fair market value; and

WHEREAS, Tract “B” has been appraised, by an uninterested licensed appraiser, at the fair market value of \$32,500.00; and

WHEREAS, the County and the Developer have expressed an interest in an Agreement for the County to purchase Tract “B” for the fair market value in lieu of applying an impact fee credit for the road encroachment which would be deemed a dedication of land for right-of-way and entitled to an impact fee credit; and

WHEREAS, the Public Facilities Committee met on June 3, 2019 and did unanimously recommend authorization of \$32,500.00 for the purchase of Tract “B” and identified existing impact fee fund balance as the funding source; and

WHEREAS, Beaufort County Council finds that the purchase of Tract “B” as recommended by the Public Facilities Committee is in the best interest of its citizens, residents and visitors; and

WHEREAS, prior authority of County Council is required to authorize the County Administrator to negotiate and purchase real property.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary for the purchase of the property known as Tract “B” a portion of TMS# R610 030 000 1705 0000 identified in the attached “Exhibit A” for \$35,000.00 plus reasonable closing costs, to be funded from impact fees.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

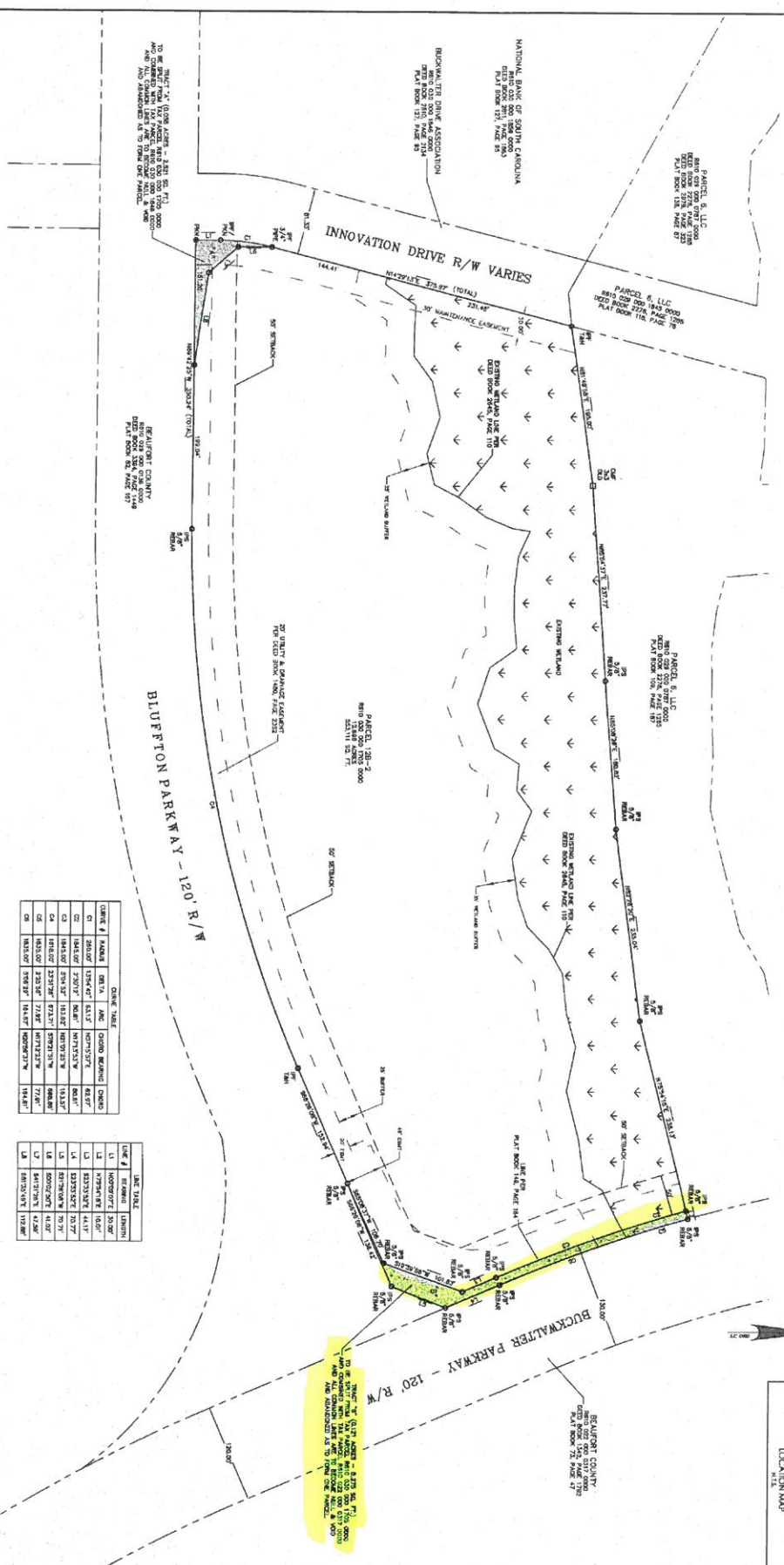
ATTEST:

Sarah W. Brock, Clerk to Council

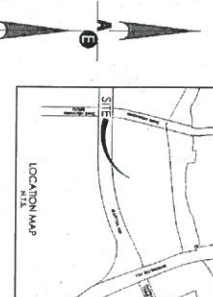
EXHIBIT A

1. THESE PLANS SHALL BE THE PROPERTY OF THE ENGINEERING FIRM AND SHALL BE LOANED TO THE CLIENT FOR THE PURPOSES OF THE PROJECT ONLY. THE CLIENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE PLANS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY REPRODUCTION OR ALTERATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEERING FIRM. THE CLIENT SHALL BE RESPONSIBLE FOR A CLEAR 'X' MARK AS SHOWN ON THESE PLANS.

- NOTES:
1. REVISIONS ARE SHOWN ON THESE PLANS BY THE ENGINEERING FIRM.
 2. THE CLIENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE PLANS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY REPRODUCTION OR ALTERATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEERING FIRM.
 3. THE CLIENT SHALL BE RESPONSIBLE FOR A CLEAR 'X' MARK AS SHOWN ON THESE PLANS.
 4. THE CLIENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE PLANS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY REPRODUCTION OR ALTERATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEERING FIRM.
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 7. THE CLIENT SHALL BE RESPONSIBLE FOR A CLEAR 'X' MARK AS SHOWN ON THESE PLANS.
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 9. THE CLIENT SHALL BE RESPONSIBLE FOR A CLEAR 'X' MARK AS SHOWN ON THESE PLANS.
 10. THE CLIENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE PLANS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY REPRODUCTION OR ALTERATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEERING FIRM.



LINE #	MARKING	BEARING	DISTANCE	REMARKS
1	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
2	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
3	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
4	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
5	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
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7	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
8	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
9	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
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11	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
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30	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
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40	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
41	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
42	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
43	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
44	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
45	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
46	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
47	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR
48	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
49	200' 00"	S154°42' 34.17" W	154.42	TO BE SET BY THE SURVEYOR
50	200' 00"	S79°07' 08.81" E	199.07	TO BE SET BY THE SURVEYOR



SHEET #:
1

JOB: 180021

DATE: 08/18/18
 DRAWN BY: DJH/18
 CHECKED BY: JHW/18

RECONFIGURATION
 SURVEY
 FOR
 SOUTH
 HEALTHCARE

BLUFFTON PARKWAY
 PARCEL 128-2
 BUCKWALTER PUD
 TOWN OF BLUFFTON
 SOUTH CAROLINA

Andrews Engineering & Surveying

2712 Bull Street Suite A
 Bluffton, SC 29902
 843.378.2222
 Fax 843.378.2223

THE DESIGN AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE SOLE PROPERTY OF ANDREWS ENGINEERING CO., INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

ANDREWS ENGINEERING CO., INC.
 ENGINEERS
 NO. 00000

ANDREWS ENGINEERING CO., INC.
 SURVEYORS
 NO. 13327

PLAN REVISIONS		
NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
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8		

BEAUFORT COUNTY REQUEST FOR
QUALIFICATIONS FOR:
FACILITIES MASTER PLAN SERVICES



RFQ NO. 071019

CLOSING DATE AND TIME: July 10, 2019, 3:00P.M. PRE-
QUALIFICATON MEETING, June 13, 2019, 4:00 PM, LOCATED at
106 Industrial Village Road, Finance Conference Room, Finance
and Purchasing, Beaufort, SC 29901

May 30, 2019

REQUEST FOR QUALIFICATIONS

You are invited to submit qualifications/proposals in accordance with the requirements of this solicitation, which are contained herein. Questions shall be directed to the Purchasing Department no later than 10 days before the closing date of July 10, 2019 at 3:00p.m. A pre-qualification meeting is scheduled for June 13, 2019, 4:00 PM, located at 106 Industrial Village Road, Finance Conference Room, Finance and Purchasing, Beaufort, SC 29901. Interested contractors may request a copy of the RFQ by contacting the Purchasing Department via email at dthomas@bcgov.net or by calling (843) 255-2350. This document is also posted on the Beaufort County website, www.beaufortcountysc.gov under "Find Bid Opportunities." Addenda shall also be posted as this solicitation progresses through the qualification process. **It is the responsibility of all bidders to check the County's website for any addenda posted.**

RFQ's will be received by the Purchasing Department until 3:00 p.m. on the closing date shown.

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid

Beaufort County is requesting professional planning services for the purpose of developing a comprehensive Facilities Master Plan ("Plan") from qualified firms to support the Beaufort County's Facilities Management Department who are properly licensed with Beaufort County and registered in the State of South Carolina are encouraged to submit their qualifications/proposals for consideration. All submittals (see Part V, Submittal Requirements and Other Information), received in response to this Request for Qualifications will be reviewed by a County Evaluation Committee. **Beaufort County strongly encourages the participation of local, small and minority businesses in its procurement activities.**

This solicitation does not commit Beaufort County to award any contracts, to pay any costs incurred in the preparation of a response to this Request for Qualifications, or to contract for any services. The County reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interest of the County to do so.

Sincerely;

"Original Signed"
David L. Thomas

David L. Thomas, CPPO, CPPB
Purchasing Director
(843) 255-2304

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PART I GENERAL INFORMATION

1. All responses to this Request for Qualifications will be considered as specified herein or attached hereto under the terms and conditions of this Request for Qualifications.
2. Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response to this Request for Qualifications.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One (1) clearly identified original must be electronically submitted on line through our website on vendor registry.**
5. Qualifications will be received by the Purchasing Department until 3:00p.m. on the closing date shown.
6. **To register with the County go to www.beaufortcountysc.gov and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.**

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this project will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFQ document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of RFQ opening; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at **844-802-9202** or cservice@vendorregistry.com.

Response is to be submitted ONLINE by one of the two methods below:

a. Use the Link: VendorRegistry.com

b. From the County's home page, select Bid Opportunities

The submitting offeror is required to have on the qualification packet his or her name, company name, the RFQ number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must request a copy in their qualification response.

7. Questions: Email any questions you have to David L. Thomas at dthomas@bcgov.net
8. Any Qualifications Statements received after the scheduled deadline will be immediately disqualified and returned to the submitting contractor. Qualification statements should be limited to 30 pages (do not count tabs or table of content).
9. A pre-qualification meeting will be held on June 13, 2019 at 4:00 p.m. to 5:00 p.m. in the Finance conference room, located at 106 Industrial Village Road, Beaufort, SC 29901. All contractors are encouraged to attend this meeting.

GENERAL INFORMATION CONTINUED:

The Beaufort County Council (“Council”) has authorized the County Administrator to prepare a Facilities Master Plan. A firm will be selected to perform these services and will enter into a professional services contract with Beaufort County. The assessment is needed in order to create a strategic forecast & necessary information for meeting these requirements over a seven-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life of the tool.

This master plan with projections should include suggested intervals for reevaluation to ensure the vitality and useful life of the tool. On the real estate side, the Facilities Master Plan elements will address the space needs for all County departments, administration and logistics, including proposed limited site selection, consolidations, renovations, efficiencies, as well as joint use and co-locations with a primary focus on efficient/public service needs. On the capital improvement side, a Facilities Master Plan will include the justification, scope, schedule and estimation of major repairs, modernization and new construction.

What are the County’s goals of this assessment?

The results from the requested scope of work should provide a plan to the County with a long-term vision and time-phased plan to methodically:

- a) Dispose of deficient or leased facilities, which are, or will become, not cost-effective to retain or contain departments that will be consolidated with similar;
- b) Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible;
- c) To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (for the purposes of this plan, defined as 20-30 years).

These new facilities should benefit the County by:

- Improving County operational efficiencies;
- Improving equitable levels of service delivery to all constituents;
- Locating facilities so they can be more conveniently be accessed by the public;
- Co-locating like-types of new facilities to achieve site an building economies of scale;
- Developing facilities that will create a greater sense of place for the community;
- Leveraging the reuse of existing sites and facilities where practical;
- Developing right-sized facilities, programmed with capacity and functionality to meet forecasted service demand (where quantifiable) and modern-day operations.

PART II Purpose and Scope of Services

The intent of this Request for Qualifications (RFQ) is to evaluate the qualifications/proposals, of firm/teams to perform the following tasks:

1. On the capital improvement side, the requested scope of services must include justification, scope, schedule and estimation of costs associated with major repair, modernization and new construction. Note the plan should provide a recommended prioritized phased schedule for repair, modernization and new construction.
2. On the real estate side, the Facilities Master Plan elements will address the space needs for all County departments, administration and logistics, including proposed limited site selection, consolidations, renovations, efficiencies, as well as joint use and co-locations with a primary focus on efficient/public service needs.
3. The Facility Assessments shall include a detailed review of architectural and engineering systems and components in terms of their general condition (structural, mechanical, electrical, and fenestration), serviceability, deficiencies, and the useful remaining life of applicable systems as well as recommended renovations, major repairs, or replacement with estimated costs respectively.
4. Engineered systems to be surveyed include; Architectural, Mechanical (HVAC and plumbing), Electrical, Fire and life Safety systems, and Vertical Transportation systems as applicable to the specific facility.
5. ADA compliance status for facility access/ egress, restrooms, as well as obvious code and safety related components shall be included in the Assessment.
6. Statements of deficiencies shall be reviewed in terms of: deferred maintenance, code compliance and safety, remaining useful life, modernization (for improved comfort, convenience and efficiency), and energy savings. A list of ECM's should be provided for each building.
7. Conduct site visits as needed to field verify information in the resource documents and to further evaluate the current facilities and physical asset(s) inventory.
8. Conduct interviews with key Beaufort County Government staff.
9. Develop a baseline for facilities consolidation, relocation, and/or renovation, with a primary focus on efficient/public service needs through a facilities program.
10. Develop a facilities program suitable for submission to firm(s) for architectural design and execution.
11. Assimilate a facilities forecast and/or master plan with projections in increments of no less than seven (7) years and no more than thirty (30) years, to include suggested master plan revaluation cycles.
12. In order for firms to provide architectural or engineering services in response to this solicitation, the proposer must be licensed in the State of South Carolina.
13. Facilities scheduled for this assessment are listed on the attached exhibit A with information regarding physical address, building size, date purchased, basic building description, and parcel ID.
14. Review building security requirements and provide recommended changes.

Part III EVALUATION CRITERIA: Total 100 Points

EVALUATOR: _____ DATE: _____

RFQ#: _____ TITLE: _____

OFFEROR: _____

	<u>POINTS ASSIGNED</u>	
1. Capability to perform all or most aspects of the project, such as renovation cost analysis, environmental evaluations, financial analysis, architectural design, engineered systems and ECM's.	20 pts	_____
2. Key personnel's professional background and caliber and availability for the proposed project.	10 pts	_____
3. Current workload.	10 pts	_____
4. Recent experience in areas associated with like projects.	20 pts	_____
5. Capability to conduct a Facilities Master Plan study in a timely manner.	10 pts	_____
6. Demonstrated ability to meet schedules or deadlines.	10 pts	_____
7. Quality of projects previously undertaken. Provide samples of facilities assessment from other organizations	20 pts	_____

PART IV

CONTRACTURAL REQUIREMENTS

1. PROJECT CONTRACTS: Contracts will be negotiated separately for each project on a "firm fixed fee" basis. The County's standard purchase order process for small construction, renovation, and maintenance services will be used for these projects. The contract will include a detailed scope and schedule for providing the work.
2. S.C. LAW CLAUSE: Upon award of a contract under this Request for Qualifications, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of a signed Request For Qualifications response the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
3. OFFEROR'S QUALIFICATIONS: Offeror must furnish satisfactory evidence of their ability to furnish projects or services in accordance with the terms and conditions of this Request for Qualifications. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein before entering into any contract.
4. OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for Qualifications. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Request for Qualifications or to the contract.
5. AFFIRMATIVE ACTION: The offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
6. PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this Request for Qualifications. The County will consider the offeror to the sole point of contact with regard to contractual matters.

7. SUBCONTRACTING: If any part of the work covered by this Request for Qualifications is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractor engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
8. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the County pursuant to any contract shall belong exclusively to the County.
9. NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract, offeror shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
10. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
11. INSURANCE REQUIREMENTS: Prior to commencing work hereunder, offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Department and with a special notation naming Beaufort County as an additional insured on the liability coverage. If not otherwise specified, the minimum coverage shall be as follows:

Worker's compensation insurance, general liability, and automobile liability insurance with policy limits of or exceeding Five Hundred Thousand Dollars (\$500,000), providing coverage against potential liability arising from and in any manner relating to the offeror's use or occupation of the premises during the course of work.

Professional liability insurance with policy limits of or exceeding One Million Dollars (\$1,000,000) may also be required under the scope of this agreement.

Except for professional liability insurance, all insurance above is to be issued by a firm licensed to do business in the State of South Carolina, will be obtained and maintained throughout the duration of the contract, and for a period of one year after the completion of the contract. County will be listed as additional insured on offeror's certificate if insurance for general liability and automobile liability insurance.

The Offeror shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be

canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Offeror's liability.

12. INDEMNITY:

The Offeror hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Offeror, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

13. TERMINATION FOR DEFAULT:

13.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Purchasing Director shall determine that the Offeror has failed to meet the performance requirements of this Agreement.

13.2 The Purchasing Director has the right to terminate for default, if the Offeror fails to make delivery of the supplies or perform the Work, or if the Offeror fails to perform the Work within the time specified in the Agreement, or if the Offeror fails to perform any other provisions of the Agreement.

14. TERMINATION FOR CONVENIENCE: The County may without cause terminate any contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the offeror, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the offeror or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a

termination for convenience settlement or equitable adjustment. Offeror expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs, which may arise from the County's election to terminate a contract in whole or in part for its convenience.

PART V SUBMITTAL REQUIREMENTS AND OTHER INFORMATION

The electronic submittal should be clearly identified the title page of the submittal document as follows: "RFQ 071019 *Facilities Master Plan Services (insert Firm name)*." The contents of each submittal shall conform to the following requirements:

1. Cover letter, project specific firm qualifications and office location(s) (maximum two pages). The letter should address the firm(s) interest, project specific experience and expertise, as well as why the firm should be selected to provide these services. This letter should identify location of the project manager and the location of where the bulk of the professional service work to be performed will take place.
2. A detailed project approach and anticipated project schedule (maximum three pages). This section shall specifically outline the procedures each firm or team envisions taking to provide such services. The schedule should begin with notice to proceed and identify milestone dates and time spans, including but not limited to those outlined below. Time shall also be accounted for in the project schedule to allow County staff to review preliminary and final reports/recommendations:
 - a. Preliminary Scope Refinement
 - b. Information Collection & analysis (incl. discussion with key County staff)
 - c. Development & Assimilation of a Facilities Program
 - d. Report Preparation
 - e. Preliminary Submittal to County Staff and the Council
 - f. Final Report Review by County Staff
 - g. Submittal of Final Report to the Council
3. A project team/organizational chart (maximum one page). This section should include project managers, architects, space planners, engineers, etc. The Key members of the project team proposed in the RFQ will participate in the actual work as proposed. Substitutions of key project team members should be avoided as much as possible. The RFQ shall specifically state that the project team members identified and proposed are available for and will be assigned the work. Time on project and team assignments will be verified prior to the execution of the contract.
4. Brief resumes of specific project experience for key team members (maximum four pages). Key team resumes should emphasize specific project experience and expertise as well as references and contact information to include but not limited to:
 - a. Similar County (and Municipal) Facilities Master Plans.
 - b. US Green Building Code LEED programming and other 'green' building design and construction, specifically as it applies (1) to the renovation or up fit of existing buildings and (2) new construction; LEED AP certification should be noted for individual team members, if applicable.
 - c. Developing cost/benefit/lifecycle options for ensuring energy-efficiency in buildings. Experience with the SC State Construction Office Sustainable, Energy-Efficient Public Buildings Program or similar standards should be noted, if applicable.
 - d. Adaptive reuse of existing facilities, and
 - e. Integrating information technology (IT) into existing and new facilities.
5. AMENDMENTS: If it becomes necessary to revise any part of the Request for Qualifications,

an amendment will be provided to all offerors who received the original Request for Qualifications. The County shall not be legally bound by an amendment or interpretation that is not in writing.

6. ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions in writing to the County Engineer. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
7. ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for Qualifications submission to the County after the Request for Qualifications opening. Discussions may be conducted with responsible offerors, who are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for Qualifications submittals and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- Determine in greater detail such offeror's qualifications.
 - Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
 - Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
6. FUNDING: The offeror shall agree that funds expended for the purposes of any contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
 7. AWARD: Any contract awarded as a result of this request shall be awarded to the offeror whose qualifications are determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request For Qualifications submittals received, and in all cases the County will be the sole judge as to whether an offeror's Request For Qualifications

submission has or has not satisfactorily met the requirements of this RFQ. Note -cost per project or per hour will be negotiated with the selected contractor (s). The County may award a contract to one or multiple contractors.

8. PUBLIC ACCESS TO PROCUREMENT INFORMATION: Commercial or financial information obtained in response to this RFQ, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information, which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their Request for Qualifications submittal, which they consider to contain proprietary information.
9. DEVIATIONS: Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.
10. GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content

of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for Qualifications therefore.
11. KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
12. PROTEST PROCEDURES
 - 12.1 Right to Protest: Any actual or prospective bidder or offeror, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
 - 12.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to

the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder or offeror; actual or prospective, concerning the solicitation or award of a contract.

12.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall:

- (A) State the reasons for the action taken; and
- (B) Inform the protestant of its right to administrative review as provided in this Section.

12.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

12.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

13. **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance. **Circle Yes or No. If you answer yes, explain fully if it has been involved in any litigation involving performance.**

14. This RFQ does not commit Beaufort County to award a contract, pay any costs incurred in preparation or travel to Beaufort County, SC in order to present a submittal toward this request, or to procure or contract for services. All submissions in response to this RFQ become the property of Beaufort County. The County reserves the right to accept or reject any or all documents received or to cancel this RFQ in part or in its entirety. After submissions are reviewed, the County will select the firm(s) in the best interest of our agency. Beaufort County reserves the right to negotiate with the

selected firm(s) to perform additional services on these or other projects. Additional work or contracts, if any, will be dependent on consultant performance on originally assigned work. The additional work may include, but is not limited to preparation of final design, bid and construction documents, permitting, testing, and construction administration.

PART VI DELIVERABLES

The selected firm(s) shall ensure:

- 1) Attendance at an initial meeting with various County representatives to discuss the process and tasks to be performed as well as reasonable dedication of key personnel and proposers to include a central point of contact.
- 2) Weekly/Bi-weekly/Monthly written progress reports indicating the data collected. These written progress reports will be prepared and submitted with monthly invoices for the prior month's activities. Such financial statements will be in a format satisfactory to the County Administrator.
- 3) A comprehensive evaluation of the facilities within Beaufort County is performed to determine and compile or update data as to age, general conditions (building and sites), existing space, space needed, parking, recommendations regarding co-location of service functions/departments as well as compliance with building codes.
- 4) Preparation of options for consideration, with pros and cons for each, preferred ranking, and a recommendation of which option(s) to pursue.

PART VII


Contractor Submission Form


Date: _____

Type of work your company is qualifying for:

Owner(s) of Company	
Contact Person	
Business Name	
Qualification Name and License Number	
Business Address	
Telephone Number	
Fax Number	
Email Address	
Number of Employees	
Number of Clerical Staff	
Owner(s) of Company Provide the number of miles from your company address to our Beaufort County Administration Building (100 Ribaut Rd. Beaufort, SC 29901)	
Briefly state your firm's ability to provide the required services in a timely manner.	
Who is authorized to represent your firm? List name, title, address and telephone numbers	

Accessibility and MBE (Minority Business Enterprise)	
WBE (Women Business Enterprise) Considerations	
Provide location of closest office in or near Beaufort County	
Identify location(s) of sub-contractor's	
Are any of the sub-contractors an MBE/WBE?	MBE <input type="checkbox"/> WBE <input type="checkbox"/> NO <input type="checkbox"/>
If they are a MBE/WBE, please list company information (name, Address)	
Please explain past experience (if any) using MBE/WBE as subcontractors:	
Contractor's Performance	
	<i>Demonstrated successful previous performance shall include, but not limited to:</i>
	<ol style="list-style-type: none"> 1. <i>Quality, completeness and timeliness of performing the requested services</i> 2. <i>Project Management information</i> 3. <i>Quality Control</i> 4. <i>Knowledge and compliance with state and local codes</i>

	5. <i>Timeliness in completing project closeout including all documentation and warranties to Owner</i>
Has your firm been involved in any litigation within the past five (5) years arising out of your performance? If YES, please explain	YES <input type="checkbox"/> NO <input type="checkbox"/>
Please list services performed for similar Counties, Cities or Towns in the past two (2) years	
Provide references of commercial clients for whom the company has provided services similar to your qualifications. <i>Provide dates of job, contact person(s) and telephone numbers.</i>	
Please list any exceptions to this Request for Qualifications	
	
	<i>Qualified general contractors and sub-contractors must be licensed in the appropriate field with a history of conducting</i>

	<p><i>work on a day to day basis of a similar scope. In order to assure a consistently high level of quality in providing the specified services, the Contractor must:</i></p>
	<ul style="list-style-type: none"> • <i>Be in business for a minimum of five (5) years</i> • <i>Provide a reference list of customers with similar scope who have purchased this service, preferable County, City and Town projects. Minimum of five (5) customers</i> • <i>Demonstrate the ability to furnish required insurance as listed in the RFQ</i> • <i>Provide a copy of ALL licenses</i> <i>(Beaufort County, local municipality, and the appropriate SCLLR (SC Labor, License and Regulation) documentation</i> • <i>Contractor will be responsible for providing the proper permits to provide the work or service</i>
	<p><i>Attach Licenses, List of Sub-Contractors, MBE/WBE Certification and Resume' (resume' if applicable) to this application.</i></p>



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AIRPORTS - BUDET DOCUMENT FY 2020

Council Committee:

COUNCIL

Meeting Date:

JUNE 10, 2019

Committee Presenter (Name and Title):

JON REMBOLD, AIRPORTS DIRECTOR

Issues for Consideration:

AIRPORTS BUDGET FOR FY 2020

Points to Consider:

AIRPORTS BUDGET FOR FY 2020

Funding & Liability Factors:

N/A

Council Options:

APPROVE/DISAPPROVE

Recommendation:

APPROVE

ORDINANCE NO. 2019-__

FY 2019-2020 BEAUFORT COUNTY AIRPORTS BUDGET (ENTERPRISE FUND)

An Ordinance adopting a Beaufort County Airports budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 (appropriations from the Beaufort County General Fund being unnecessary for the operations of the Airports).

WHEREAS Beaufort County Code of Ordinance Chapter 6 Establishes the Beaufort County Airports Board (BCAB); and

WHEREAS the BCAB purpose includes advising County Council on financial matters, among other items, to ensure the economical, self-sufficiency of the County’s Airports; and

WHEREAS the BCAB and the Airports Director establish the Airports’ annual operations budget with the approval of County Council; and

WHEREAS the BCAB met on May 16, 2019, reviewed the proposed annual budget, and recommends approval of the operations budget attached hereto for both the Beaufort County Airport and the Hilton Head Airport.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. The Beaufort County Airports consist of both the Beaufort County Airport and the Hilton Head Island Airport.

SECTION 2. Each airport collects fees for services including but not limited to parking fees, sale of fuel, landing fees, parking/tie-down fees, ramp use fees and hangar rental fees.

SECTION 3. The BCAB provides advice and recommendation regarding the airports’ operations budget. The BCAB recommends approval of the attached operations budgets.

SECTION 4. AIRPORT OPERATIONS BUDGET

An amount of \$636,000 for the operations of the Beaufort County Airport and an amount of \$3,826,320 for the operations of the Hilton Head Airport as shown on the attached **“AIRPORTS FUND – BEAUFORT COUNTY (LADY’S ISLAND) AND HILTON HEAD ISLAND AIRPORTS”** is hereby approved by Beaufort County Council.

SECTION 5. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets attached hereto and recommended by the BCAB for FY 2019-2020 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

Sarah W. Brock, Clerk to Council

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

DRAFT

BEAUFORT COUNTY, SOUTH CAROLINA

PROPRIETARY FUNDS

The Proprietary Funds are different in purpose from the government funds and designed to be like business financial reporting. Since they are like business accounting, records are kept on activities regardless of the duration of the activity. The idea is to determine if the fund is breaking even considering all activities by using accrual accounting.

The County's Proprietary Funds consist of the Stormwater Management Utility Fund, Beaufort County Airport located on Lady's Island and Hilton Head Island Airport.

The following pages contain information for the Beaufort County Airport and the Hilton Head Island Airport.

AIRPORTS FUND – BEAUFORT COUNTY (LADY’S ISLAND) AND HILTON HEAD ISLAND AIRPORTS

The Beaufort County Department of Airports Fund is used to accumulate the revenues and expenses related to the operation of the county’s two airports. Operations are financed primarily with fees collected for services, leases, grants, and other airport related services. The revenues, expenses and retained earnings are reported in the Proprietary Fund for annual financial reporting purposes.

AIRPORT TERMINOLOGY

The following abbreviations are referenced throughout the Airport Enterprise Fund. These are standard abbreviations used in the industry.

1. FBO – Fixed Based Operations
2. PFC – Passenger Facility Charges
3. FAA – Federal Aviation Administration
4. SCAC – South Carolina Aeronautics Commission
5. ATCT – Air Traffic Control Tower
6. GA – General Aviation
7. ARFF – Aircraft Rescue and Firefighting
8. AIP – Airport Improvement Plan

BEAUFORT COUNTY DEPARTMENT OF AIRPORTS

The Department of Airports, operating as an Enterprise Fund, is responsible for planning, developing, operating and maintaining two (2) airports under the jurisdiction of Beaufort County: Beaufort County Airport on Lady's Island (ARW) and Hilton Head Island Airport (HXD). The Department is responsible for administering all aeronautical activities as required by the Federal, State, County and local laws, regulations, ordinances and statutes. It is responsible for the positive growth of all aeronautical activities and development of all airports under its jurisdiction in the county. It is responsible for normal and emergency operations, security and maintenance at all Beaufort County airports. It provides for fueling services for general aviation and commercial aircraft at HXD through its FBO, Signature Flight Support and conducts its own FBO services at ARW. It is responsible for the administration of all contracts and agreements entered into by Beaufort County for use and support of all airport facilities within the Beaufort County Airport System.

GOALS AND OBJECTIVES

The Department's objective is to operate an airport system that is safe and efficient yet maximizes both the internal and external customer expectations. In the coming year the Department of Airports will close out several critical construction projects and will begin several others, all of which will allow the airport system to continue operating efficiently and safely. Each scheduled project is strategically timed to meet projected activity forecasts within the approved budget while maintaining full compliance with all FAA, DHS/TSA, and other regulatory requirements. Further, it is the goal of the Department to complete ongoing projects and initiate new projects in accordance with the approved master plan for each airport in an effort to provide for the most updated facilities to support safe and efficient aviation operations.

The Department will also continue to take a lead role to further maintain and improve air service levels at Hilton Head Island Airport with the goal of "expanding the brand" of Hilton Head Island to new, non-stop markets through new carrier attraction efforts as well as fostering new, expanded opportunities with its existing airline partners. This past year has been a successful one with the transition of American Airlines to regional jet service and the addition of United Airlines and the return of Delta Air Lines to the Island. Recognizing the airport's position as one of the key economic engines in the Lowcountry, the Department will:

- Work to maintain a reasonable, fair, market based and competitive fee structure for all services provided to its customers and the public, and
- Provide a sound financial foundation to support the County's airport system development needs, and
- Work toward an overall goal of making each airport within the airport system financially self-sufficient.

BEAUFORT COUNTY/LADY'S ISLAND AIRPORT

	FY 2018 Actual	FY 2019 Approved Budget	FY 2019 Actual to Date 3/31/2019	FY 2020 Proposed Budget
<u>Operating Revenues</u>				
Fuel and Oil Sales	\$ 443,502	\$ 453,000	\$ 299,635	\$ 453,000
Operating Agreements/Concessions	4,613	6,800	3,645	6,800
Landing Fees	13,485	15,200	9,563	15,200
Interest Income	218	-	-	-
Rental Income	158,024	155,000	138,246	161,000
Total Operating Revenues	<u>\$ 619,842</u>	<u>\$ 630,000</u>	<u>\$ 451,089</u>	<u>\$ 636,000</u>
<u>Operating Expenses</u>				
Costs of Sales and Services	296,729	276,000	201,281	326,000
Salaries and Benefits	207,207	150,000	116,563	150,000
Purchased/Contractual Services	135,943	126,000	141,326	126,000
Supplies	16,494	15,000	8,625	15,000
Depreciation Expense	54,006	55,000	40,590	55,000
Total Operating Expenses	<u>\$ 710,379</u>	<u>\$ 622,000</u>	<u>\$ 508,385</u>	<u>\$ 672,000</u>
<u>Non-Operating Revenues (Expenses)¹</u>				
Federal and State Grants	179,334	1,995,000	210,984	1,012,033
Capital Projects (AIP)	(285,921)	(2,100,000)	(670,936)	(1,065,298)
Total Non-Operating Revenues (Expenses)	<u>\$ (106,587)</u>	<u>\$ (105,000)</u>	<u>\$ (459,952)</u>	<u>\$ (53,265)</u>
Authorized Positions*				
Full Time	1	1	1	1
Part Time	5	5	5	5

Note 1: Non-operating revenue and expenses are related to Federal and State Grants that fund Airport Improvement Projects (AIP). Timing of these revenues and expenses is dependent mostly on the FAA. Federal and State Grants are reimbursement of expenses. Therefore, in some fiscal years expenses can exceed revenues and in other fiscal years it is possible for revenues to exceed expenses.

HILTON HEAD ISLAND AIRPORT

	FY 2018 Actual	FY 2019 Approved Budget	FY 2019 Actual to Date 3/31/2019	FY 2020 Proposed Budget
Operating Revenues				
Fixed Base Operator Revenue	\$ 349,390	\$ 375,000	\$ 300,965	\$ 375,000
Operating Agreements/Concessions	397,350	507,000	363,343	1,250,000
Firefighting/Security Fees	324,691	282,000	240,484	470,000
Passenger Facility Charges	115,833	150,000	145,809	580,000
Parking/Taxi Fees	8,350	37,000	39,932	125,000
Landing Fees	51,932	85,000	58,915	210,000
Interest Income	1,240	-	-	-
Rental Income	352,070	350,000	210,238	771,320
Miscellaneous/Other	44,809	45,000	50,374	45,000
Total Operating Revenues	\$ 1,645,665	\$ 1,831,000	\$ 1,410,060	\$ 3,826,320
Operating Expenses				
Salaries and Benefits	931,875	760,000	704,122	975,000
Purchased/Contractual Services	648,304	510,000	772,500	950,000
Supplies	31,306	77,000	33,113	77,000
Interest Expense	83,787	80,000	60,113	80,000
Depreciation Expense	571,309	450,000	416,295	550,000
Total Operating Expenses	\$ 2,266,581	\$ 1,877,000	\$ 1,986,143	\$ 2,632,000
Non-Operating Revenues (Expenses)¹				
Federal and State Grants	15,159,955	5,000,000	4,900,255	2,000,000
Capital Projects (AIP)	(15,617,022)	(3,200,000)	(3,105,387)	(3,950,000)
Capital Equipment ²	(38,880)	(45,000)	-	-
Total Non-Operating Revenues (Expenses)	\$ (495,947)	\$ 1,755,000	\$ 1,794,868	\$ (1,950,000)
Authorized Positions				
Full Time (see below)	12	13	12	13
Part Time	0	0	0	0
Full Time Positions include:				
Airport Director	1	1	1	1
Airport Support Staff	4	5	4	5
Airport Firefighters	7	7	7	7
Law Enforcement Officers	0	3	0	0

Note 1: Non-operating revenue and expenses are related to Federal and State Grants that fund Airport Improvement Projects (AIP). Timing of these revenues and expenses is dependent mostly on the FAA. Federal and State Grants are reimbursement of expenses. Therefore, in some fiscal years expenses can exceed revenues and in other fiscal years it is possible for revenues to exceed expenses.

Note 2: Capital equipment expenses are capitalized and depreciated within a Proprietary Fund and are not represented on the revenue and expense statement as an expense.

AIRPORT IMPROVEMENT PROJECTS**FY 2020 Project Narratives****HILTON HEAD ISLAND AIRPORT (HXD)****HXD – Environmental Assessment (EA) for Commercial Service Terminal**

The terminal serving the commercial airlines and their customers requires expansion and renovation due to the increase in commercial airline service at the Hilton Head Island Airport. The project will include the purchase of several properties. The EA includes a multifaceted review of potential impacts of the proposed project and provides for public information sessions prior to the generation of the draft report. Following the reviews of the draft report, a final report will be submitted for their review and concurrence.

Estimated Cost:	\$290,000
FAA Cost:	\$261,000
SCAC Cost:	\$14,500
HXD Cost:	\$14,500

HXD – Commercial Service Terminal – Immediate Needs Projects

In order to accommodate the three network airlines, an expected 300% increase in passengers, TSA, and the other critical tenants at the airport, a series of projects has been undertaken to make short-term upgrades in and around the existing terminal. These include projects such as relocation of TSA screening equipment, TSA staff office facilities, upfit of airline operations areas, additional ramp paving, new ramp lighting, additional hold room space, and other associated projects. These costs are currently borne by the airport but are in the review phase with the FAA in an attempt to secure grant funding.

Estimated Cost:	\$1,250,000
FAA Cost:	\$1,125,000
SCAC Cost:	\$62,500
HXD Cost:	\$62,500

HXD – Commercial Service Terminal – Design

In order to accommodate the three network airlines, an expected 300% increase in passengers, TSA, and the other critical tenants at the airport, and in anticipation of continued growth, the terminal requires expansion and renovation. The terminal will be modernized and expanded, resulting in an improved customer experience, better work environment for airport tenants, and increased opportunities for revenue generation.

Estimated Cost:	\$1,663,000
FAA Cost:	\$1,486,700
SCAC Cost:	\$88,150
HXD Cost:	\$88,150

HXD – Renovation of 154 Beach City Road – Airport Maintenance and Administration

In order to provide adequate space to the airlines serving the community and TSA, airport administration has moved out of the terminal facility and into a temporary office. Airport Maintenance has had to use temporary facilities for over 2 years due to a lack of buildings on the airport. This project provides for the renovation of a portion of the building at 154 Beach City Road that was partially demolished so that it can be used for Administration and Maintenance. Initial discussions with the FAA indicate that it is not a project that is eligible for funding, but it is critical to airport operations.

Estimated Cost:	\$1,500,000
FAA Cost:	Not Applicable
SCAC Cost:	Not Applicable
HXD Cost:	\$1,500,000

HXD – Property Acquisition – Runway Protection Zone (RPZ)

This project will accomplish the acquisition of property that is located in the RPZ. The FAA requires that the airport sponsor (County) own or control via zoning, land use regulations, etc. properties in the RPZ in an effort to preserve life and property. The estimate below marks the initial phase, which includes professional services associated with appraisals and relocation assistance consultation. The actual property acquisition costs, relocations costs, and other costs (legal) will be discussed in future documents.

Estimated Cost:	\$70,307
FAA Cost:	\$63,276
SCAC Cost:	\$3,515
HXD Cost:	\$3,516

HXD – Property Acquisition – Terminal Expansion

This project will accomplish the acquisition of property that is located adjacent to the commercial service terminal. In order to develop the terminal, the additional space is required for safe movement of aircraft on the ramp. The estimate below marks the initial phase, which includes professional services associated with appraisals and relocation assistance consultation. The actual property acquisition costs, relocations costs, and other costs (legal) will be discussed in future documents.

Estimated Cost:	\$175,290
FAA Cost:	\$161,361
SCAC Cost:	\$6,964
HXD Cost:	\$6,965

HXD – Aircraft Rescue and Firefighting Crash Truck

Due to the increase in commercial service, HXD has increased its ARFF Index from A to B, which requires an additional crash truck. HXD's ARFF Department plans to add a 1,500-gallon capacity crash truck in order to maintain the required readiness index as prescribed by Title 14 CFR Part 139 for Commercial Service Airports.

Estimated Cost:	\$500,000
FAA Cost:	\$450,000
SCAC Cost:	\$25,000
HXD Cost:	\$25,000

BEAUFORT COUNTY AIRPORT (ARW)**ARW – Airfield Electrical Rehabilitation and Replacement**

Airfield electrical systems sustained major damage during Hurricane Matthew and Tropical Storm Irma. This project includes the replacement of the airfield electrical systems including upgrades to LED lights and a separate electrical vault. This estimate includes construction of the new systems as well as the construction administration, inspection, and quality assurance.

Estimated Cost:	\$1,065,298
FAA Cost:	\$958,768
SCAC Cost:	\$53,265
ARW Cost:	\$53,265



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

2019-20 Stormwater Management Utility Budget

Council Committee:

Finance Committee, Recommended approval May 28, 2019 vote 9:0

Meeting Date:

CC June 10, 2019

Committee Presenter (Name and Title):

Eric Larson, Stormwater Utility Manager

Issues for Consideration:

The rate increase proposed will result in a steady fee to the average homeowner over the next 5 years.

Points to Consider:

Without a rate increase this year, property owners are likely to incur a more dramatic increase within the next 2-3 years.

Funding & Liability Factors:

none.

Council Options:

Approve or Approve with amendments

Recommendation:

Approve FY 2020 budget as presented.

ORDINANCE NO. 2019-__

FY 2019-2020 BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BUDGET (ENTERPRISE FUND)

AN ORDINANCE ADOPTING A BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 (APPROPRIATIONS FROM BEAUFORT COUNTY GENERAL FUND BEING UNNECESSARY FOR THE OPERATIONS OF THE STORMWATER MANAGEMENT UTILITY).

WHEREAS Beaufort County Code of Ordinance Chapter 99 Establishes the Beaufort County Stormwater Management Utility and specifically Sec. 99-116 establishes the Beaufort County Stormwater Management Utility Board (SWMUB); and

WHEREAS the SWMUB purpose includes advising and recommending to County Council appropriate funding levels for the provision of stormwater management services; and

WHEREAS the SWMUB and stormwater utility staff establish the stormwater management services for residential, commercial, industrial and governmental entities within Beaufort County based on the collection of fees as established by Beaufort County Ordinance and with the approval of County Council; and

WHEREAS the SWMUB met on March 13, 2019, reviewed the proposed annual budget, and recommended approval of the 2019-20 operations budget in the amount of \$6,944,397.00 ; and

WHEREAS, after the SWMUB recommendation, a review of estimated Interest Income resulted in a reduction from \$148,938 in projected interest income to \$125,000 in projected interest income (a difference of \$23,938.00) and is included in the attached detailed budget and staff recommendation of \$6,920,459 for fiscal year 2019-20.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. The Beaufort County SWMUB is charged with advising County Council and making recommendations for appropriate funding levels for stormwater utility management operations budget.

SECTION 2. Stormwater fees are collected in accordance with County ordinance and such fees are enterprise funds, separate and apart from the Beaufort County General Fund.

SECTION 3. The SWMUB recommends approval of the attached operations budgets for the performance of stormwater management utility operations.

SECTION 4. STORMWATER MANAGEMENT UTILITY BUDGET

An amount of \$6,920,459.00 for the operations of the Stormwater Management Utility services and programs as shown on the attached exhibit “**Stormwater Management Utility Operations Budget for Fiscal Year 2019-20**” is hereby approved.

SECTION 5. BUDGETARY ACCOUNT ATTACHED

The line-item budgets attached hereto and recommended by the SWMUB for FY 2019-2020 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this ___ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:
Public Hearing:
Third and Final Reading:

BEAUFORT COUNTY, SOUTH CAROLINA

PROPRIETARY FUNDS

The Proprietary Funds are different in purpose from the government funds and designed to be like business financial reporting. Since they are like business accounting, records are kept on activities regardless of the duration of the activity. The idea is to determine if the fund is breaking even considering all activities by using accrual accounting.

The County's Proprietary Funds consist of the Stormwater Management Utility Fund, Beaufort County Airport located on Lady's Island and Hilton Head Island Airport.

The following pages contain information for the Beaufort County Stormwater Management Utility Fund.

STORMWATER MANAGEMENT UTILITY FUND

The Stormwater Utility was established by County Ordinance 18 years ago and its activities are guided by a Comprehensive Master Plan completed in 2018, the minimum control measures outlined in the County's 2015 permit under the National Pollutant Discharge Elimination System (NPDES) program and advised by a Stormwater Management Utility Board. Requirements concerning Stormwater Systems are found in the County's Community Development Code (CDC) and the design criteria found in our Best Management Practices Manual.

The Utility partners with the City of Beaufort, and the Towns of Bluffton, Port Royal, and Hilton Head Island through local intergovernmental agreements. The fees that are collected within a municipality's jurisdiction are then distributed back to the municipality. Each political jurisdiction has an individual stormwater utility, which is a separate fund and a dedicated revenue source for funding activities and programs related to stormwater management. The jurisdictions coordinate on the utility administration element of their programs and share some services to achieve greater efficiencies, but the programs are separate and are managed within each jurisdiction's local government.

The County has been designated as a municipal separate storm sewer system (MS4) and in 2015 the County began to be permitted under the federal Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) program. Compliance with this permit will be expensive in the coming years and the County will have mounting costs to maintain an aging infrastructure. Beginning in 2015, the County has increased its rates and shifted to an updated stormwater utility fee rate structure to achieve the fairest distribution of utility costs among ratepayers, the best use of available data, and a level of revenue sufficient to achieve program needs and requirements.

The County maintains some larger drainage infrastructure within each of the four municipalities in addition to the unincorporated area. Previously the maintenance of the infrastructure within the four municipalities was limited in the incorporated areas because funding levels, supported by the unincorporated ratepayers only, were insufficient. In 2015, the County began collecting a County-wide Infrastructure fee from ratepayers within the incorporated areas to distribute the County's costs for county-wide infrastructure maintenance across all the unincorporated and incorporated areas of the County based on linear feet of pipes and open ditches in each jurisdiction.

In 2017, the Utility issued Revenue Bonds in the amount of \$5,000,000 to provide adequate funding for the capital improvement program. Debt service is included in the FY 19-20 budget.

STORMWATER MANAGEMENT UTILITY TERMINOLOGY

The following abbreviations are referenced throughout the Stormwater Management Utility Enterprise Fund. These are standard abbreviations used in the industry.

1. MS4 – Municipal Separate Storm Sewer System
2. EPA – Environmental Protection Agency
3. NPDES – National Pollutant Discharge Elimination System
4. SFR – Single Family Residential
5. IA – Impervious Area Unit of billing
6. GA – Gross Area (or Acreage) Unit of billing
7. SWU – Stormwater Utility
8. CWI – Countywide Infrastructure
9. BMP – Best Management Practices

Stormwater Management Utility Budget for Fiscal Year 2019-20

	FY 2018 Actual	FY 2019 Approved Budget	FY 2019 Actual to Date 3/31/2019	FY 2020 Proposed Budget
Operating Revenues				
Stormwater Utility Fees	\$ 5,109,574	\$ 5,166,037	\$ 4,866,997	\$ 6,036,745
Stormwater Infrastructure Fees	566,020	557,234	581,461	737,445
Stormwater Utility Project Billings	27,621	168,609	14,675	21,269
Interest Income	148,938	2,500	-	125,000
Miscellaneous/Other Revenue	1,658	-	11,245	-
Total Operating Revenues	\$ 5,853,811	\$ 5,894,380	\$ 5,474,378	\$ 6,920,459
Operating Expenses				
Salaries and Benefits	2,743,361	3,061,410	1,507,175	3,637,402
Purchased/Contractual Services	715,092	1,157,306	705,469	1,046,650
Supplies	239,709	387,360	257,718	465,677
Interest Expense	85,244	188,268	188,193	188,268
Depreciation Expense	305,682	357,397	307,337	475,003
Total Operating Expenses	4,089,088	5,151,741	2,965,892	5,813,000
Non-Operating Revenues (Expenses)¹				
Federal and state grants	616,990	-	175,010	-
Capital Projects	(1,331,274)	(2,145,569)	(262,978)	(1,916,638)
Capital Equipment	(1,252,869)	(1,213,258)	(503,258)	(698,940)
Total Non-operating Revenues (Expenses)	(1,967,153)	(3,358,827)	(591,226)	(2,615,578)
Total Expenses	\$ 6,056,241	\$ 8,510,568	\$ 3,557,118	\$ 8,428,577
Authorized Positions	54	55	51	56

Note 1: Capital expenses are capitalized and depreciated within a Proprietary Fund and are not represented on the revenue and expense statement as an expense. The Capital Projects are funded by a General Obligation Bond Issue in the amount of \$5 million and issued in 2017.

STORMWATER MANAGEMENT UTILITY PERFORMANCE
MEASURES/OPERATING INDICATORS

Billable accounts database, collection rates

Stormwater Utility revenue comes from user fees billed annually in conjunction with the property tax bill. A user fee, different from a tax, is based on measurable units including impervious area (hard surfaces) and acreage. Since it is a user fee, all properties pay fees, including churches, schools, and government agencies. The only exceptions are rights-of-way for roads, boat slips, railroad, and submerged properties. This fair and equitable system directly related fee for service.

GIS mapping

The cost of stormwater management is largely focused on operations and maintenance of the current system. In order to determine the cost of our service we must have an inventory of the system. Staff continually surveys our pipes, ditches, detention ponds, and other features to populate a GIS map and database.

Beaufort County Connect Data

BC Connect is a smart phone and website application used by the public and staff to document and track response to complaint, issues, and needs. Once investigated by staff, if action is needed, a project is created and tracked in PubWorks and SWIMS.

MS4 permit

The Clean Water Act Phase II implementation of the Municipal Separate Stormsewer System (MS4) permit is the driving document for the regulatory programs within the Utility. The permit is published on the County website and includes numerous tasks and programs that the County must perform annually to stay within compliance with the permit.

MUNIS Data

The MUNIS software is used to issue and track stormwater permits required for all construction in the County. The regulatory staff conducts plan review, issues permits, and performs inspections to maintain MS4 compliance.

PubWorks Data

PubWorks is a project management software that is used to estimate project costs and track progress. Each O&M project is defined within PubWorks to determine an estimate of manpower, equipment, and materials. During construction, the estimate is replaced with the actual hours, quantities, and cost. That data is then used to estimate production rates that once applied to the GIS mapping inventory, gives the department a projected cost of service annually.

CIP schedules and budgets

Once a decade, the County updates the Stormwater Master Plan. The plan documents the program status and studies the health of the stormwater system and the receiving water bodies. The Plan then recommends capital projects to make improvements to water quality as needed. Those projects are placed within 5-year business plans and funding from the Utility is set aside for the projects. These projects have internal performance measures including cost and schedule.

Monitoring

The goal of the Stormwater Utility is to maintain and improve the health of our waters. Monitoring is the means to document our progress towards our goals. The County has developed a monitoring program in conjunction with USCB and routinely samples and studies the watersheds of the County. The results of monitoring are incorporated into the Master Plan, reported annually to DHEC as part of the MS4 permit requirements, and documented within the GIS mapping.

Stormwater Work and Information Management System (SWIMS)

SWIMS is a work order database for managing complaint driven and internally generated operations and maintenance projects. It differs from PubWorks in that the use of SWIMS is to score and prioritize projects in a logical and defensive manner. Each complaint or identified need that is defined as a project in PubWorks will be evaluated on the health, safety, and welfare of the affected population, time the need has gone unmet, severity of the problem, whether the issue creates impassable roads or is emergency related, and other factors so that urgent needs are handled promptly. Since time since reported is a criteria in scoring, even minor nuisance issues are never forgotten about or pushed down the list so that they are never completed.

Workforce Application

Workforce is currently under development by the County's GIS department. Once implemented, it will consist of a iPad type application that collects data from the crew leaders and foremen in the field and auto-populates updates to the data found in PubWorks, Connect, and SWIMS.

The Stormwater Utility Board is made up of appointed representatives selected by County Council and the four municipalities partnered with the County. The Board meets monthly in which all these Performance Measures and Operating Indicators are reported to the public.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance for Dixie Boys Tournament Local ATAX

Council Committee:

County Council

Meeting Date:

June 10, 2019

Committee Presenter (Name and Title):

Phil Foot, Assistant County Administrator

Issues for Consideration:

Local ATAX funding approved during the May 6th Finance Committee; must have an ordinance approved for finalization;

Points to Consider:

Parks and Recreation was approved for local ATAX funding for \$114,450 for the Dixie Boys Tournament

Funding & Liability Factors:

N/A

Council Options:

Decide whether to approve the attached ordinance to provide local ATAX funding for tournament

Recommendation:

To approve the ordinance for the local ATAX funding, which has already been approved in Finance Committee.

ORDINANCE NO. 2019/ _____

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$114,450.00 FROM THE 3% LOCAL ACCOMODATIONS TAX FUNDS TO THE COUNTY GENERAL FUND TO PROVIDE SUPPORT FOR THE 2019 DIXIE JUNIOR BOYS AND DIXIE BOYS WORLD SERIES BASEBALL EVENT

WHEREAS, Beaufort County (“County”) will host two World Series events for the Dixie Junior Boys and Dixie Boys; and

WHEREAS, the County expects a substantial economic impact due to the large number of visitors participating from surrounding states; and

WHEREAS, on May 13, 2019, the Executive Committee approved to appropriate funds for the purposes aforementioned; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens and visitors of Beaufort County, to provide support to the World Series event through the 3% Local Accommodations Tax Fund.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that a transfer in the amount of \$114,450.00 is hereby authorized from the 3% Local Accommodations Tax Fund to the General Fund for the purpose of providing support to the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball event.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

A Resolution to adopt a timeline for reporting requirements to timely produce the Beaufort County CAFR

Council Committee:

Finance Committee voted unanimously to recommend that Council adopt a Resolution setting forth reporting timelines applicable to all county departments and elected officials.

Meeting Date:

June 10, 2019

Committee Presenter (Name and Title):

Alicia Holland, CFO

Issues for Consideration:

The timeline was introduced last year and worked well. Adopting the timeline by Resolution help to implement a timely publication of the County's CAFR.

Points to Consider:

None.

Funding & Liability Factors:

None.

Council Options:

Adopt the Resolution and timeline or decline to adopt the Resolution and timeline.

Recommendation:

Adopt the Resolution.

RESOLUTION 2019/ _____

A RESOLUTION ADOPTING AN APPROPRIATE TIMELINE FOR PRODUCING THE COUNTY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR).

WHEREAS, Beaufort County is required to produce an annual audited financial report; and

WHEREAS, in the interest of providing the highest level of government accounting practices and transparency, the County endeavors each year to produce a Comprehensive Annual Financial Report; and

WHEREAS, the Government Finance Officers Association ("GFOA") has established the Certificate of Achievement for Excellence in Financial Reporting Program ("Certificate"); and

WHEREAS, GFOA established the Certificate in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports (CAFRs) that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal; and

WHEREAS, Beaufort County has received the Certificate for the past nine (9) consecutive years; and

WHEREAS, in the interest of timely reporting and producing a CAFR as soon as possible after the end of the fiscal year, the Chief Financial Officer in consultation with Administration and other pertinent staff has proposed a timeline shown on the attached "Exhibit A"; and

WHEREAS, the proposed timeline imposes certain deadlines on Department Heads, and elected officials for reporting fiscal year end expenditures to the Finance Department to assemble for the purpose of producing the CAFR; and

WHEREAS, strict adherence to the proposed timelines will enable a timely publication of Beaufort County's CAFR; and

WHEREAS, the Finance Committee met June 3, 2019 and unanimously voted to recommend to Council adoption of the attached "Exhibit A"- Beaufort County Finance Fiscal Year End Closing Schedule for the Period Ended June 30, 2019; and

WHEREAS, Beaufort County Council finds that it is in the best interest of Beaufort County's residents, citizens and visitors that County staff be provided the tools needed to impose timelines for financial reporting and that the adopted timelines be applicable to all departments and elected officials within the Beaufort County organization so that the CAFR is produced as soon as possible after the end of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby adopt the attached “Exhibit A”- Beaufort County Finance Fiscal Year End Closing Schedule for the Period Ended June 30, 2019.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



County Departments
 Committee/Council meeting
 Treasurer's office

**BEAUFORT COUNTY FINANCE
 FISCAL YEAR END CLOSING SCHEDULE
 FOR THE PERIOD ENDED JUNE 30, 2019**

DATE DUE	EVENT	RESPONSIBLE PERSONNEL	DATE COMPLETED
Monday, June 3	Finance Committee - CAFR Proposed Timeline/Schedule	ALICIA	
Friday, June 21	Deadline to submit Fiscal Year 2019 purchase requisitions	PURCHASING/DAVE	
Friday, July 5	Deadline for departmental review, allocation and approval of Pcard transactions charged as of June 30	FINANCE/LORI	
Wednesday, July 17	Inventory - Lady's Island Airport year end adjustments posted	AIRPORT PERSONNEL & FINANCE/MIKE	
Wednesday, July 17	Inventory - Stormwater Utility year end adjustments posted	STORMWATER UTILITY PERSONNEL & FINANCE/LORI	
Week of July 22-26	Meeting with Mauldin & Jenkins to share CAFR preparation information	FINANCE/ALICIA	
Friday, July 26	Deadline for departments to submit invoices to Accounts Payable for services, goods, etc. provided by June 30	COUNTY DEPARTMENTS	
Wednesday, July 31	Deadline for all Fiscal Year 2019 AP invoices to be posted Deadline for all Fiscal Year 2019 Purchase Orders to be closed	FINANCE, AP & PURCHASING, DAVE	
Wednesday, July 31	Prepaid Expenses to be recorded/posted	FINANCE/ALICIA	
Wednesday, July 31	Group Health, Dental & Workers Comp allocations	FINANCE/ALICIA	
Wednesday, July 31	Accrued Compensated Absences - reports and rollforward	FINANCE/ALICIA	
Friday, August 2	Fiscal Year 2020 Budget posted in Munis	FINANCE/ALICIA	
Monday, August 5	Finance Committee - CAFR Timeline Update	ALICIA	
Friday, August 9	Fiscal Year 2019 Capital Assets activity posted in Munis (additions, transfers, disposals/deletions)	FINANCE/CHANEL	
Friday, August 16	Fiscal Year 2019 Capital Asset Rollforward Schedule preparation	FINANCE/CHANEL	
Friday, August 16	Enter and post all FY 2019 Treasurer's office banking activity in Munis.	TREASURER'S OFFICE	
Friday, August 23	Fiscal Year Capital Asset Rollforward review completion and depreciation expense run	FINANCE/ALICIA	

County Departments
Committee/Council meeting
Treasurer's office

EXHIBIT A

BEAUFORT COUNTY FINANCE
FISCAL YEAR END CLOSING SCHEDULE
FOR THE PERIOD ENDED JUNE 30, 2019

DATE DUE	EVENT	RESPONSIBLE PERSONNEL	DATE COMPLETED
Friday, August 30	County Cash and Investment Accounts - bank statement reconciliations and review	FINANCE STAFF	
Friday, August 30	Fiscal Year 2019 revenue to be accrued/invoiced in Munis	FINANCE, ALICIA/MIKE/JANET	
Friday, August 30	Purchasing to provide excel file of Purchase Orders carried over from FY 2019 into FY 2020 - should include GL Accounts	PURCHASING/DAVE	
Week of September 2	Debt Rollforward	FINANCE/ALICIA	
Tuesday, September 3	Finance Committee - CAFR Timeline Update	ALICIA	
Monday, September 9	60 day accrual deadline of property tax revenue (property tax revenues paid/received in July and August)	FINANCE/ALICIA	
Friday, September 13	Group Health, Dental & Workers Comp liability accruals based on claim lag reports (BCBS, Companion, MetLife)	FINANCE/ALICIA	
Month of September 2019	SEFA Preparation	FINANCE/ALICIA	
Week of September 16	Pension Liability, deferred inflows/outflows	FINANCE, ALICIA/MIKE/JANET	
During Months of September and October 2019	Disabilities and Special Needs (DSN) Agreed Upon Procedures (AUP) Passenger Facility Charge (PFC) special audit	DSN - BETH CODY PFC - MIKE DUNN	
Begins: Thursday, October 3 (5:00 pm) Ends: Saturday, October 5 (11:59 pm)	** FINAL SYSTEM CLOSE ** (Users off GL system, Munis, by 10/3/2019, 5:00 pm) Munis will NOT be available on Friday, 10/4/2019	ALICIA	
During October 2019	SEFA/Single Audit	FINANCE STAFF	
Monday, October 14	Final Trial Balances and all supporting documentation provided to External Financial Auditors	FINANCE STAFF	
Monday, November 4	Finance Committee - CAFR Timeline Update	ALICIA	
During Months of October and November 2019	Audit fieldwork/testing - Finance staff working with auditors to provide all information requested for testing	FINANCE STAFF	
Monday, December 9	Tentative Date to present FY 2019 CAFR/Audit to Finance Committee/Council		



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation for FY 2020 Contract Renewals

Council Committee:

Finance Committee

Meeting Date:

June 3, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director

Issues for Consideration:

In order to improve our process for renewing annual contracts I have provided a summary sheet (see the attached excel sheet) for your committees 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 for questions during the Committee meeting.

Points to Consider:

Funds are requested by each department for approval in the FY2020 budget.

Funding & Liability Factors:

See the attached excel sheet for funding information.

Council Options:

Approve or disapprove the contract renewals.

Recommendation:

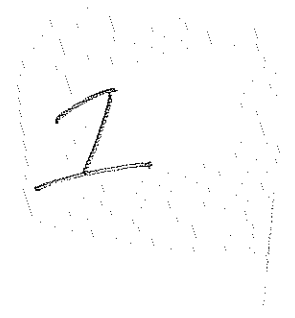
The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewals (Items 1-25) as stated in the attached summary.

	Vendor	Purpose	Department	Account	FY 2020 Cost	FY 2019 Cost	Term (Beg/End)
1	Republic Waste Services	Solid Waste Hauling	Solid Waste	10001340-51165 10001340-5116A	\$1,910,000	\$1,800,000	7/1/2019 thru 6/30/2020
2	Waste Management (Hilton Head Hauling)	Hauling and Processing of recyclables at convenience centers	Solid Waste	10001340-51167	\$640,000	\$640,000	7/1/2019 thru 6/30/2020
3	Southern Health Partners Chattanooga, Tennessee	Healthcare Services for County Detention Center Inmates	Detention Center	Medical/Dental Services 10001250-51190	\$619,470.60	\$681,428	7/1/2019 thru 6/30/2020
Notes: Estimated costs due to volume demanded of this service depends on various factors throughout each fiscal year. Fiscal Year 2020 cost also includes \$80,000 annual outside cost pool limit that may or may not be expended throughout the fiscal year.							
4	Oakwood Landfill Waste Management Ridgeland, South Carolina	Disposal of Class II Waste	Solid Waste	10001340-51166	\$355,000	\$350,000	7/1/2019 thru 6/30/2020
5	Titan Aviation Charlotte, North Carolina	AVGAS and Jet Fuel for Resale	Lady's Island Airport	Purchases - Fuels 51000011-58000	\$302,000	\$324,000	7/1/2019 thru 6/30/2020
Notes: Beaufort County (Lady's Island) Airport purchases this fuel for resale. Fiscal Year 2020 estimated revenue (as of 5/28/19) related to the resale of this fuel \$477,290							
6	Summit Food Service (formerly ABL Management) Atlanta, Georgia	Food Service Program for the BC Detention Center	Detention Center	10001250-51200	\$300,000	\$300,000	7/1/2019 thru 6/30/2020
Notes: Fiscal Year 2020 estimated cost includes approximately \$0.03 per meal price increase or 2.8% which is the CPI - Food Away increase as of December 2018.							
7	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	9/1/2019 thru 8/31/2020
Notes: Addendum to contract: contract management will go through Treasurer's office only. FY20 cost is estimation.							
8	Automated Business Resources (ABR) Savannah, Georgia	Provide Photocopier/Multifunction Printer Lease and Print Management Services for BC	MIS	Various Departments	\$230,351	\$210,000	4/30/2019
Notes: cost is based on 107 copy machines by Konica Minolta and 80 service printers. Monthly lease and a cost per copy apply							
9	South Coast Resources, Inc.	Yard waste recycling services	Solid Waste	10001340-51166	\$212,000	\$192,000	7/1/2019 thru 6/30/2020
10	Manatron (Aumentum)(Thomson Reuters) Chicago, Illinois	Property Assessment and Tax Software and Support for the Assessor, Auditor and Treasurer's Offices	Assessor Auditor Treasurer	Maintenance Contracts 10001152-51110	\$207,043.97	\$199,081	7/1/2019 thru 6/30/2020
Notes: up to a 4% increase due to software support and software upgrades							

11	Clarke Mosquito Control Products, Inc. St. Charles, Illinois	Public Health Insecticide for Mosquito Control	Mosquito Control	Public Health Products 10001400-52320	\$206,236.60	\$207,258	8/1/2019 thru 7/31/2020
Notes: Estimated costs due to volume demanded of this service depends on various factors throughout each fiscal year.							
12	Beaufort County Open Land Trust Beaufort, South Carolina	Rural and Critical Land Preservation Program Consulting Services	Planning	Professional Services 45000011-51160	\$179,000	\$179,000	7/1/2019 thru 6/30/2020
13	EMS Management and Consultants Lewisville, North Carolina	Billing Services for BC EMS	EMS	10000001-44220	\$168,714.82	\$168,714.82	7/1/2019 thru 6/30/2020
Notes: Per contract, not to exceed (NTE) \$190,000. Fiscal Year 2020 is estimated.							
14	Tyler Technologies Dallas, Texas	Annual support and license agreement for Munis	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	\$140,046	7/1/2019 thru 6/30/2020
Notes: FY20 price increase due to added licenses							
15	Cisco Smart Net (NWN)	provides call in support and maintenance for our Networks/Switches	MIS	10001150-51110	\$144,038.33	\$167,809.03	7/1/2019 thru 6/30/2020
16	Tyler Technologies Dallas, Texas	Annual support and license agreement for EnerGov SaaS	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	\$133,265.32	\$140,046	7/1/2019 thru 6/30/2020
17	Beaufort County Disabilities and Special Needs (DSN)	Janitorial Services for Buckwalter, Burton St. Helena Library	PALS	10001600-51210	\$108,261	\$116,224	7/1/2019 thru 6/30/2020
Notes: Fiscal Year 2020 decrease due to removal of Senior Center at Burton Wells and the Senior Room in Bluffton that is no longer on contract.							
18	Hilton Head Humane Association (SNAC: SPAY/NEUTER) Hilton Head, South Carolina	Provides Veterinary and Spay/Neuter Services for the County Animal Shelter	Animal Services	Professional Services Spay/Neuter 10001270-51160 10001270-51165	\$100,000	\$100,000	7/1/2019 thru 6/30/2020
Notes: The process of restitution is intended to help offset the cost of this service. The County receives a small percentage of the actual cost via restitution through the court process.							
19	C2G	Waste tire hauling/recycling	Solid Waste	23450011-51160	\$98,400	\$94,500	7/1/2019 thru 6/30/2020

20	Pictometry International Corporation Rochester, New York	License Image Software/Aerial Photos	GIS/MIS	Aerial Photos 10001152-51250	\$90,409.26	\$85,291.75	7/1/2019 thru 6/30/2020
Notes: FY20 price due to 4th year of contract rate							
21	Mauldin & Jenkins	Audit Services and CAFR Services	Finance	10001100-51160 10001111-51160	\$78,000.00	\$78,000	7/1/2019 thru 6/30/2020
Notes: Single Audit of federal expenditures, Agreed Upon Procedures for BCDSN, Passenger Facility Charge (PFC) Audit for the HH Airport and CAFR services.							
22	USI Insurance Services (formally Wells Fargo)	Benefit Consulting Services	Employee Services	10001160-51160	\$66,950.00	\$66,950	7/1/2019 thru 6/30/2020
23	Andrews Technology NOVATIME	NOVATIME Annual Maintenance and Hosting	Employee Services	10001160-51160	\$63,948.00	\$63,948	7/1/2019 thru 6/30/2020
24	South Carolina Judicial Department Columbia, South Carolina	Court Management System Support	Clerk of Court Magistrate	Maintenance Contracts 10001030-51110 10001081-51110	\$60,000.00	\$60,000	7/1/2019 thru 6/30/2020
25	New Vision Systems New Canaan, Connecticut	Official Records Software and Maintenance Support	Register of Deeds	Maintenance Contracts 10001122-51110	\$52,048.00	\$52,048	7/1/2019 thru 6/30/2020
26	SHI	Microsoft Enterprise Agreement	IT	Maintenance Contracts 10001150-51110	\$230,447.00	\$205,769	7/1/2019 thru 6/30/2020
27	Verizon Wireless	Countywide Mobile Devices	IT	Various Departments	\$405,000.00	\$405,000	7/1/2019 thru 6/30/2020

From: [Carter, Cindy](#)
To: [Myers, Marlene](#)
Subject: RE: Agenda Item Summary Sheet022019.pdf
Date: Tuesday, May 28, 2019 11:51:21 AM
Attachments: [image001.png](#)



Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net>
Sent: Tuesday, May 28, 2019 11:50 AM
To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>
Subject: RE: Agenda Item Summary Sheet022019.pdf

Cindy, how were you notified of the price increases? Can you send me the documentation so we can have as backup?

C2G FY19 \$94,500 FY20 \$98,400
CARE – currently posted IFB 053019
Dolphin Shared Management FY19 \$124,008 FY20 \$126,432
Republic FY19 \$1,800,000 FY20 \$1,910,000
South Coast FY19 \$192,000 FY20 \$212,000
Strickland FY19 \$68,000 FY20 \$68,000
Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000
Waste Management (Oakwood Landfill) FY19 \$350,000 FY20 \$355,000

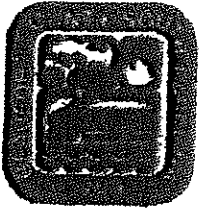
T. Marlene Myers, MBA
Contracts Manager
Purchasing
P.O. Drawer 1228
Beaufort, SC 29901
PH- (843) 255-2295
Fax- (843) 255-9437



From: Thomas, Dave <dthomas@bcgov.net>

New Hauling Contract - Republic

- Former contract effective July 1, 2012
 - \$ 112.78 per pull
 - \$1,051.78 per pull - Daufuskie
 - \$300.00 compactor rental
 - \$ 65.00 open container rental
- Current contract effective July 1, 2017
 - \$ 175.00 per pull (55%)
 - \$1,052.00 per pull - Daufuskie
 - \$300.00 compactor rental
 - \$ 65.00 open container rental



**STATE OF SOUTH CAROLINA CONTRACT FOR HAULING SERVICES
FOR BEAUFORT COUNTY SOLID WASTE DEPARTMENT
COUNTY OF BEAUFORT**

THIS CONTRACT is made this July 1, 2017, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Republic Waste Services (hereinafter referred to as "Contractor"). This Contract shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFP 042017 dated April 20, 2017 (advertised in The Island Packet/Beaufort Gazette on March 13, 2017, all Addendums and Contractor's Proposal or Bid dated April 20, 2017.)

WITNESSETH:

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of this Contract shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Contract without the written consent of the County.
- D. This Contract, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either party hereto.
- E. It is understood that this Contract shall be considered exclusive between the parties.
- F. Any provisions of this Contract found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
SCOPE OF WORK**

The Contractor does hereby offer to the County for the purposes of providing Hauling Services as contained in and described in RFP 042017 (Hauling Services for Beaufort County Solid Waste Department):

1) Weekend Pulls: Republic will switch out containers as needed on weekends at no additional cost. As an added "option" to the County, Republic can offer an alternative to Hickory Hill Landfill in the event the County has a need, such as in the event of a hurricane, storms, landfill fire, excessive flooding, etc. If the County decides to elect this an option, rates will be mutually agreed upon at that time.

2) Compactor size: Republic will use a 34 cubic yard compactor - the 34 yd. compaction ratio is better than the 35 yd. compactor.

3) Republic and the County agree to the proposed CPI-WST annual increase to be submitted annually by the end of April and based on the March year over published changes.

4) County agrees that the clock on responses times, as referenced in section 3.2.4 of the bid document, can only run during the operational hours of the approved disposal facilities.

ARTICLE 2 LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Contract, by Contractor, its agents, servants or employees.

ARTICLE 4 ASSIGNMENT

Contractor shall not assign any rights or duties of the professional services contract without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Contract shall terminate at the option of the County.

ARTICLE 5 PERFORMANCE PERIOD/TERM

The term of this Contract shall be for three-year term commencing July 1, 2017 and ending on June 30, 2020. At the County's option, subject to mutual agreement with the Contractor, extend the contract for a term not to exceed two (2) additional years.

ARTICLE 6 COMPENSATION

Compensation shall be in accordance with the Contractors Final Offer submitted on May 9, 2017, ATTACHMENT B. The contract amount as -specified: \$175 per container pull; Monthly lease of compactor \$300, 40Yd Container \$65, 30 yd. Container \$55; \$1,052 per container pull from Daufuskie Island. Contractor is not required to provide services for the new program(s) unless and until the parties have agreed on pricing for such new program(s). If the parties are unable to reach an agreement on the pricing for the new program(s) within 120 days, either party may terminate immediately by providing written notice to the other party. If the County implements programs or changes disposal options which substantially change the scope of services new pricing may be negotiated and agreed upon by both parties, subject to approval by County Council.

ARTICLE 7 INSURANCE/PERFORMANCE BOND

Insurance

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as specified in the County's RFP 042017 [Section 13.0]. Additionally, the Contractor agrees to list the County as 'additional insured' on Certificates of Insurance related to the execution of this Contract.

Performance Bond

Contractor shall also provide 100% Payment of Performance Bonds all in accordance with RFP 042017.

ARTICLE 8 TERMINATION

Default

In the event of default or breach of any condition of this Contract resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County under Default shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

Termination

This contract may be terminated by the County, 'for convenience' 'for cause,' or by 'by mutual consent' as described in RFP 042017 Part IV (Contractual Requirements Sections 15 and 16). Either the Contractor or County may terminate this Contract WITH 120 DAYS WRITTEN NOTIFICATION TO EITHER PARTY.

1. Termination for Convenience

The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

2. Termination for Cause

Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.) Further, if the Contractor is terminated under this clause, Contractor will forfeit their performance bond.

Reasons for Termination for Cause shall include but not limited to:

- a) Default as defined above,
- b) failing to make satisfactory progress in the prosecution of the contract
- c) endangering the performance of this contract
- d) criminal activity or misconduct,
- e) work that is deemed sub-standard by the County Representative.

3. Termination by Mutual Consent

Either the Contractor or County may terminate this Contract by **MUTUAL CONSENT WITH 120 DAYS WRITTEN NOTIFICATION TO EITHER PARTY**. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination. Termination by mutual consent may entitle the Contractor to reasonable costs allocable to the contract for work or costs incurred by the Contractor up to the date of termination. The Contractor must not be paid compensation as a result of a termination by mutual consent that exceeds the amount encumbered to pay for work to be performed under the contract.

ARTICLE 9 RESPONSIBILITY

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 10 FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a *Force Majeure* results. *Force Majeure* includes, but is not restricted to:

- a) acts of God,
- b) acts of a legislative,
- c) administrative or judicial entity,
- d) acts of Contractors (other than subcontractors of Contractor),
- e) fires,
- f) floods,
- g) labor disturbances,
- h) civil unrest
- i) incorrect/inferior parts or materials
- j) terrorism
- k) unusually severe weather.

Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

ARTICLE 11 SEVERABILITY

Every term or provision of this Contract is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 12 INDEPENDENT CONTRACTOR

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

ARTICLE 13

NOTICE

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County: Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: Republic Waste Services
Attn: Mr. Kenneth Valihora
109 Josephine Drive
Beaufort, SC 29906

ARTICLE 14 CHANGE ORDERS

No change orders are applicable under this contract.

ARTICLE 15 AUDITING

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Contractor during the performance of this contract. The County's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor or Contractor's office and without expense to the County.

ARTICLE 16 GRATUITIES

The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the County Manager and/or the County Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave

a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or items of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

ARTICLE 17 INVOICES

1. Invoices should include:

- a) Period of time covered by the invoice
- b) Detail of work performed
- c) Purchase order and Contract Number
- d) Tax Identification Number

2 The Contractor shall invoice the County by each of the nine Solid Waste Districts, monthly, for services performed at rates specified herein. Invoices should be submitted electronically via email to specified personnel by the 5th of each month. These invoices should be submitted in both PDF and Excel Formats. District invoices should classify pulls by waste stream, such as MSW, yard debris, bulky, and construction and demolition debris noting compactor or open top container. Each waste stream should be totaled with the number of pulls. In the event that additional charges are included due to special circumstances invoicing must follow the prescribed format as other waste streams (separated and totaled). The invoice format and substantiating vouchers shall be as prescribed by the County Solid Waste Manager.

Unless otherwise indicated, all invoices must be timely and accurate. The County may assess late penalties for late invoicing and/or inaccurate invoices.

ARTICLE 18 Purchase Orders

The County will issue Purchase Orders from properly executed requisitions. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

ARTICLE 19 ORDER OF DOCUMENTS

The following are incorporated into and made a part of this contract by reference:

- a) Request for Proposal RFP 042017
- b) General Terms and Conditions between County and Contractor.
- c) Insurance Requirements/Performance Bond ATTACHMENT A
- d) Best and Final Calculations dated ATTACHMENT B
- e) Republic Service letter dated May 9, 2017 ATTACHMENT C

SIGNATURE PAGE

This Contract with the above Articles constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Contract have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Contract shall be construed in accordance and governed by the laws of the State of South Carolina.

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

WITNESSES:

Cheryl Harris
Virginia M. Davis

BEAUFORT COUNTY, a political sub-division of the State of South Carolina

By: Gary Kubic
Name: Gary Kubic, County Administrator
P.O. Drawer 4228
Beaufort, SC 29901-1228
Phone: (843) 255-2026
Fax: (843) 255-9403
Date: 06/29/2017

WITNESSES:

[Signature]
Magister

REPUBLIC SERVICES OF SC, LLC

By: [Signature]
Name: Drew Isenhour
Title: V.P.
Address: 1041 Red Ventures Dr Fort Mill SC
Phone: 828-695-2050
Email: disenhour
Date: 7-10-17

Myers, Marlene

From: Carter, Cindy
Sent: Tuesday, May 28, 2019 11:51 AM
To: Myers, Marlene
Subject: RE: Agenda Item Summary Sheet022019.pdf

2

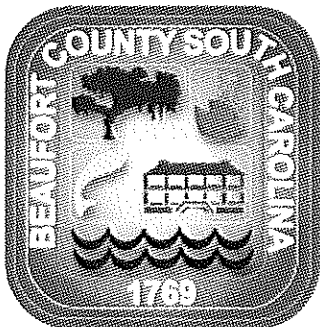
Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net>
Sent: Tuesday, May 28, 2019 11:50 AM
To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>
Subject: RE: Agenda Item Summary Sheet022019.pdf

Cindy, how were you notified of the price increases? Can you send me the documentation so we can have as backup?

C2G FY19 \$94,500 FY20 \$98,400
CARE – currently posted IFB 053019
Dolphin Shared Management FY19 \$124,008 FY20 \$126,432
Republic FY19 \$1,800,000 FY20 \$1,910,000
South Coast FY19 \$192,000 FY20 \$212,000
Strickland FY19 \$68,000 FY20 \$68,000
Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000
Waste Management (Oakwood Landfill) FY19 \$350,000 FY20 \$355,000

T. Marlene Myers. MBA
Contracts Manager
Purchasing
P.O. Drawer 1228
Beaufort, SC 29901
PH- (843) 255-2295
Fax- (843) 255-9437





Southern Health Partners

Your Partner In Affordable Inmate Healthcare

3

May 9, 2019

T. Marlene Myers, MBA
Contracts Manager
Beaufort County Purchasing
Post Office Drawer 1228
Beaufort, SC 29901

Re: Health Services Agreement

Dear Marlene:

SHP values the relationship we have with Beaufort County. With each new contract year, we look forward to a renewed commitment of partnering to provide excellent inmate medical care.

We want to continue to grow and offer the service and results the County has come to expect of us. In order to remain competitive while still retaining our quality, we will need an adjustment on the contract for the 2019-2020 period, effective in line with the renewal anniversary.

Below is a new rate description to keep on file with your contract. The new pricing reflects a 3% annual increase as well as our increased experience, quality service and reputation within the industry.

Contract Period: July 1, 2019, through June 30, 2020	
Base annualized fee:	\$619,470.60 (\$51,622.55 per month)
Base ADP limit:	220 inmates
Annual outside cost pool limit:	\$80,000.00 (includes 50% OCP refund provision)

Rate increases are an unavoidable part of doing business, and we thank you for understanding and supporting a superior standard for continuation of our program and services in the coming year. If you have any questions or need clarification, please don't hesitate to contact me. I'll be happy to assist.

For the historical contract record, I will ask you to keep this letter and return a signed copy to me at your earliest convenience, or by June 30, 2019. A scan to email or faxed copy will be fine (803-802-1495 direct fax or email carmen.hamilton@southernhealthpartners.com). Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

Thank you for your continued trust and confidence in SHP. Again, please feel free to reach out if there is anything you need.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.

Carmen Hamilton
Contracts Manager

BEAUFORT COUNTY, SC

BY:

/cph

cc: Col. Quandara Grant

Myers, Marlene

From: Carter, Cindy
Sent: Tuesday, May 28, 2019 11:51 AM
To: Myers, Marlene
Subject: RE: Agenda Item Summary Sheet022019.pdf

4

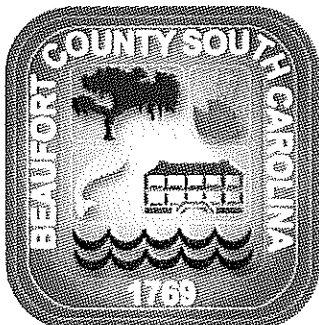
Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net>
Sent: Tuesday, May 28, 2019 11:50 AM
To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>
Subject: RE: Agenda Item Summary Sheet022019.pdf

Cindy, how were you notified of the price increases? Can you send me the documentation so we can have as backup?

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Waste Management (Oakwood Landfill) FY19 \$350,000 FY20 \$355,000

T. Marlene Myers. MBA
Contracts Manager
Purchasing
P.O. Drawer 1228
Beaufort, SC 29901
PH- (843) 255-2295
Fax- (843) 255-9437



From: [Phillips, Joel](#)
To: [Thomas, Dave](#)
Cc: [Myers, Marlene](#); [Rembold, Jon](#)
Subject: RE: Titan Fuel Contract AVGAS
Date: Tuesday, May 28, 2019 2:24:12 PM
Importance: High

5

Dave/Marlene

Fuels sales for next fiscal year are estimated as follows;

Avgas - 36K gallons purchased @ \$4.08/gallon = \$147,000 (Cost)
Avgas sales will equal \$201,390.00 of which \$54,390.00 is profits

Jet Fuels – 55K gallons purchased @ \$2.81/gal = \$155,000 (Cost)
Jet Fuel Sales will equal \$275,900 of which \$120,900 is profits.

Total Cost of Fuels = \$302K
Total Revenue = \$477,290
Total Profits = \$175,290

Best regards,
Joel Phillips
Beaufort County Airport Supervisor (KARW)
39 Airport Circle
Beaufort SC, 29907
Office: 843-255-2974
Cell: 843-252-4301
e-mail: jphillips@bcgov.net



From: Thomas, Dave <dthomas@bcgov.net>
Sent: Tuesday, May 28, 2019 10:33 AM
To: Phillips, Joel <jphillips@bcgov.net>
Cc: Myers, Marlene <TMyers@bcgov.net>; Rembold, Jon <jrembold@bcgov.net>
Subject: Titan Fuel Contract AVGAS
Importance: High

Joel,

We need your help asap! What is your estimate for FY2020 for the fuel cost and revenue? We always report what was purchased in 2019 and sold?

Thank you,

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
Mobile: 843-812-8217
dthomas@bcgov.net



6

Friday, 3/23/18, 2019

Col. Quandara Grant
Beaufort County Detention Center
106 Ribaut Rd
Beaufort SC 29901

Dear Col. Grant

Summit Food Service, LLC wishes to exercise the option to renew the Contractual Agreement for Inmate food service at the Beaufort County Detention Center as of, July 1, 2019.

Summit respectfully requests that the current rates for meals be adjusted to reflect the increase of the Consumer Price Index, All Urban Consumers, Food Away from Home Index, from December 2018 which is 2.8 per meal, the increase will be effective July 1, 2019, if the increase is agreed upon by both parties.

Pricing per meal Current Pricing:

Double Inmate Portions	1.1557
Regular Inmate Portions	1.0742
Staff Double Inmate Portions	1.7469

New Pricing

Double Inmate Portions	1.1881
Regular Inmate Portions	1.1043
Staff Double Inmate Portions	1.7986

Please let me know if you have any questions or concerns. Thank you for your continued support and partnership!

Regards,

Fred Ragozzine

Fred Ragozzine
District Manager

Approval Signature _____

Approval Date _____

RENEWAL INCREASE WORKSHEET

Unit Name: Beaufort County County Detention Center
 Unit Number: C6180
 Completed By: Fred Ragozzine
 Date: 7/1/19
 Decimal Points for Prices:

CPI INCREASE	POPULATION SCALE	CURRENT PRICE	NEW RATE
2.8%	.01-99999.99	1.1557	1.1881
	.01-99999.99	1.1557	1.1881
	.01-99999.99	1.0742	1.1043
	.01-99999.99	1.0742	1.1043
	.01-99999.99	1.7496	1.7986
	.01-99999.99	1.7496	1.7986
	0	0.0000	0.0000
	0	0.0000	0.0000
	0	0.0000	0.0000
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Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

7

15 May 2019

South Data, Inc.
Attn: Mr. Alan Connolly
201 Technology Lane
Mt. Airy, NC 27030

Re: Contract for Mailing Services- Beaufort County
Contract Number: IFB 081214

It is a great pleasure to inform you that Beaufort County wishes to renew the above mentioned contract with you in accordance with the original contract dated September 19, 2014, to include the 31 May 2017 Addendum. The contract renewal period will commence on September 1, 2019 and extend through August 31, 2020.

Please sign below accepting this renewal and return to this office at your earliest convenience.

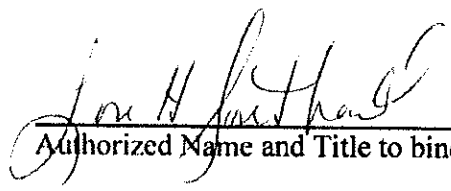
We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or tmyers@bcgov.net if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County

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

 VP Sales

Authorized Name and Title to bind company

5-28-19

Date

cc: Maria Walls, CPA

From: [Kubic, Gary](#)
To: [#COUNCIL](#)
Cc: [Walls, Maria](#); [Beckert, Jim](#); [Lora H. Southard \(lhsouthard@southdata.com\)](#); [James, Gary](#); [Thomas, Dave](#)
Subject: SouthData Print Services
Date: Friday, June 23, 2017 3:57:07 PM
Attachments: [Beaufort County.pdf](#)
[Southard Thomas ltr_05.31.2017.pdf](#)
[SouthData_Products_List_06.20.2017.pdf](#)
[IFB 081214_SIGNED_CONTRACT_RENEWAL_FY18.pdf](#)
[2017 Assessment Notice Quotes - Request and Responses.docx](#)

Members of Council:

In accordance with our existing print vendor contract with South Data, Inc., Beaufort County has renewed this service with South Data with one modification.

The modification is the elimination of the auditor's two (2) work products from the South Data print contract. South Data will continue printing the treasurer's twenty-five work products. I have included an attachment which identifies the work products of both offices (Auditor and Treasurer).

The Auditor's two work products not included in the renewal contract will be subject to the county's solicitation procedures.

It should be noted the Assessor's recently completed a similar print solicitation for the printing of their notices.

Attachment list:

1. May 22, 2017, South Data's letter of intent to Beaufort's purchasing department to renew their print service contract with Beaufort County, however, it excludes communications with the Beaufort County Auditor's Office.

2. May 31, 2017, South Data's letter to Dave Thomas highlighting their desire to continue their print service contract for the Treasurer's Office but not the Auditor's Office.
3. South Data's work product list with hyperlinks (click hyperlink for the work product).
4. May 31, 2017 – Beaufort County renewal of South Data's contract.
5. Assessor's Office request for quotes for Assessment Notice printed.

Gary Kubic
Beaufort County Administrator
Office: 843.255.2026
Mobile: 843.812.7605
Fax: 843.255.9403
Email: gkubic@bcgov.net

100 Ribaut Road
P.O. Drawer 1228
Beaufort, SC 29901

SouthData®

May 31, 2017

Mr. Dave Thomas
Purchasing Director, Beaufort County
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

Re: Contract Number IFB 081214

Mr. Thomas,
Concerning the renewal for the above stated contract number SouthData would request to continue the contract for those items that are controlled by the Treasurer's Office and terminate contract those items controlled by the Auditor's Office.

Mr. Beckert has made the relationship with Beaufort County extremely difficult and we cannot continue to work outside our normal operating procedures to meet his requests. We have spent many man-hours and valuable resources working for the Auditor's office only to result in emails questioning our competence and performance.

SouthData staff has been told not to communicate with Mr. Beckert. All communication with the Auditor and his office must go through myself. This was necessary to reduce the number of changes made to procedures and products without the authorization of Mr. Kubic.

We produce billing and assessment documents for approximately 140 counties in the Southeast and have never experienced the level of frustration nor have we ever requested that any portion of a contract be terminated.

I do apologize for any inconvenience this may cause the County but I must keep the best interest of our people, processes and products in the forefront of my decisions.

Please let me know if you need anything further from SouthData.

Sincerely,

Lora H. Southard
Vice President of Sales, SouthData
336-783-56944

Corporate Headquarters
2705 Airport Blvd., Suite 802
Greenville, SC 29615

Eastern
Production Facility
1000 Woodbridge Avenue
Greenville, SC 29615

Western
Production Facility
1000 Woodbridge Avenue
Greenville, SC 29615

Southeastern
Production Facility
1000 Woodbridge Avenue
Greenville, SC 29615

DoublePositive
1000 Woodbridge Avenue
Greenville, SC 29615

North Central
Production Facility
1000 Woodbridge Avenue
Greenville, SC 29615

1-800-540-4722
www.southdata.com



8

May 23, 2019

For the second renewal (2019) of photocopier lease and maintenance contract as awarded in RFP 110614:

ABR leases and services 107 photocopiers made by Konica Minolta and services 80 printers, consisting of 30 legacy Hewlett Packard units and 50 Kyocera units for Beaufort County.

The monthly lease for the photocopiers (static monthly cost) is \$9501.58.

The cost per page, which includes all maintenance and supplies except paper and staples is .008 per black page and .073 per color page. Last year's volume on photocopiers was 2,695,251 black pages and 1,030,569 color pages.

The service rate for the printers is .029 per page (color or black and white). This rate includes printer replacement when necessary (Beaufort County does not buy printers as a result of this contract), maintenance and supplies. The 60 Kyocera printers have been installed during this contract as legacy HP printers have died. Last year's volume on printers was 581,123 black and 92,618 color.

Projected Cost

	Unit cost	2018 usage	Estimated 2019 costs
Lease MFP monthly	\$9501.58		\$114,018.96
Usage MFP black	.008	2,695,251	\$21,562.01
Usage MFP Color	.073	1,030,569	\$75,231.54
Usage Printers	.029	673,741	\$19,538.49
Total			\$230,351.00

From: [Kathryn Murph](#)
To: [Thomas, Dave](#); [Myers, Marlene](#)
Cc: [Hill, Patrick](#)
Subject: RE: Info for Board
Date: Friday, May 24, 2019 11:26:11 AM
Attachments: [image001.png](#)
[image003.png](#)
[image005.png](#)

You are welcome and correct in your assumption.

From: Thomas, Dave <dthomas@bcgov.net>
Sent: Friday, May 24, 2019 11:24 AM
To: Kathryn Murph <kmurph@abr1.com>; Myers, Marlene <TMyers@bcgov.net>
Cc: Hill, Patrick <phill@bcgov.net>
Subject: RE: Info for Board

Thank you. I am assuming the cost increase is based on the number of copy machines and printers added and is just an estimate based on cost per copy.

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: Kathryn Murph <kmurph@abr1.com>
Sent: Friday, May 24, 2019 11:13 AM
To: Thomas, Dave <dthomas@bcgov.net>; Myers, Marlene <TMyers@bcgov.net>
Cc: Hill, Patrick <phill@bcgov.net>
Subject: RE: Info for Board

Does the added graph get you what you need?
Kathryn

From: Thomas, Dave <dthomas@bcgov.net>
Sent: Friday, May 24, 2019 9:30 AM
To: Myers, Marlene <TMyers@bcgov.net>; Kathryn Murph <kmurph@abr1.com>
Subject: RE: Info for Board
Importance: High

Kathryn,

What is the annual cost to us for the FY2020? We had you had \$210, 000 last year.

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: Myers, Marlene <TMyers@bcgov.net>
Sent: Friday, May 24, 2019 9:21 AM
To: Thomas, Dave <dthomas@bcgov.net>; Hill, Patrick <phill@bcgov.net>
Subject: ABR: Info for Board
Importance: High

Last year we had \$210,000 as the cost.

What will be FY20 cost? I can't decipher that in the attached letter.

T. Marlene Myers. MBA
Contracts Manager
Purchasing
P.O. Drawer 1228
Beaufort, SC 29901
PH- (843) 255-2295
Fax- (843) 255-9437



From: Thomas, Dave <dthomas@bcgov.net>
Sent: Thursday, May 23, 2019 4:53 PM
To: Myers, Marlene <TMyers@bcgov.net>
Subject: FW: Info for Board

fyi

From: Kathryn Murph <kmurph@abr1.com>

Sent: Thursday, May 23, 2019 4:00 PM

To: Thomas, Dave <dthomas@bcgov.net>; Hill, Patrick <phill@bcgov.net>

Subject: Info for Board

Dave and Patrick,

Thank you for your time yesterday. I am attaching the information for the Council meeting. Please let me know if I need to modify this.

Patrick,

I am working on gathering some literature on the ideas we discussed yesterday and will forward to you once I have it completed.

Kathryn

Kathryn A Murph, President

P:912.527.7777 / F:912.527.7788



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-
-
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Myers, Marlene

From: Carter, Cindy
Sent: Tuesday, May 28, 2019 11:51 AM
To: Myers, Marlene
Subject: RE: Agenda Item Summary Sheet022019.pdf

9

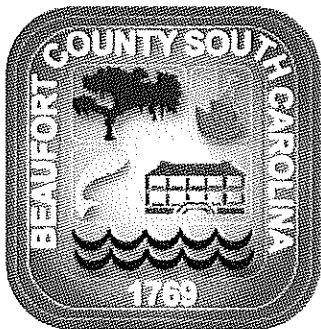
Used costs to date and the FY20 proposed budget submitted

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Sent: Tuesday, May 28, 2019 11:50 AM
To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>
Subject: RE: Agenda Item Summary Sheet022019.pdf

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T. Marlene Myers. MBA
Contracts Manager
Purchasing
P.O. Drawer 1228
Beaufort, SC 29901
PH- (843) 255-2295
Fax- (843) 255-9437



Cindy Carter

Solid Waste Coordinator
Beaufort County Public Works
Solid Waste and Recycling
(843) 255-2745 (office)
(843) 812-8023 (mobile)
ccarter@bcgov.net

From: Thomas, Dave <dthomas@bcgov.net>

Sent: Tuesday, May 28, 2019 10:09 AM

To: Brock, Sarah <sbrock@bcgov.net>; Myers, Marlene <TMyers@bcgov.net>

Cc: Grant, Quandara <ggrant@bcgov.net>; Foot, Philip <philipf@bcgov.net>; Wilhelm, David <dwilhelm@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>; Rembold, Jon <jrembold@bcgov.net>; Hill, Patrick <phill@bcgov.net>; Hunt, Gregg <ghunt@bcgov.net>; Greenway, Eric <egreenway@bcgov.net>; Taylor, Marci <marcit@bcgov.net>; Love, William <wlove@bcgov.net>; Cody, Beth <bcody@bcgov.net>; Loper, Shannon <sloper@bcgov.net>; Gregory, Suzanne <suzanneg@bcgov.net>; Roseneau, Jerri <jroseneau@bcgov.net>; Butts, Dale <dbutts@bcgov.net>; Morgan, Daniel <danielm@bcgov.net>

Subject: Agenda Item Summary Sheet022019.pdf

Importance: High

Sarah,

Thank you for your help this morning. I know you are busy getting ready to go to Bluffton. As we discussed on the phone I have attached the AIS summary sheet for our renewal contracts for FY 2020. The excel spread sheet and backup will be emailed to you later in the week as we are still updating it.

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



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2--Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: RFP #042618 Yard Waste Recycling Services for Beaufort County
DATE: May 29, 2018

BACKGROUND: Beaufort County issued a Request for Proposal (RFP) to solicit proposals from qualified firms to provide services to Beaufort County Public Works Department Solid Waste and Recycling Section to provide yard waste recycling services for County Convenience Centers. A pre-proposal meeting was held on April 5, 2018, and proposals were opened on April 26, 2018.

The staff evaluation committee reviewed the proposals for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of David Wilhelm, Public Works Director; John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent and Cindy Carter, Solid Waste Coordinator. The panel ranked the firms according to the RFP selection criteria and determined South Coast Resources, Inc., to be the top ranked firm.

VENDOR RANKING AND INFORMATION:

COST PER TON

- | | |
|--|--|
| 1. South Coast Resources, Inc., Savannah, GA | \$115 per load-first year
\$120 per load-second year
\$125 per load-3 rd , 4 th , 5 th year |
| 2. Oliver's Clean Burn, LLC, Beaufort, SC | \$23.00* per ton disposal |
- *Only burn the yard waste; considered non-responsive to the recycling services outlined in the RFP.

Total estimated cost per year: \$ 192,000.

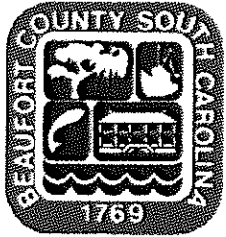
FUNDING: Solid Waste and Recycling Account 10001340-51166

FOR ACTION: Public Facilities Committee on June 11, 2018.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to South Coast Resources, Inc. \$ 192,000. (Estimate based on average number of container pulls which will vary)

cc: Joshua Gruber, Interim County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Eric Larson, Director Environmental Engineering
David Wilhelm, Director Public Works
Cindy Carter, Solid Waste Coordinator

Attachment: Scoring Evaluation Summary



CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the “Agreement”) is made this 8th day of May 2018, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as “County”) and South Coast Resources, Inc. (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement to recycle yard waste/land clearing debris, subject to the terms, specifications, conditions and provisions of the request for proposal RFP 042618 as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DESCRIPTION**

The scope of work (SOW) consists of but is not limited to the following: the recycling of Class 1 (Yard Waste/Land Clearing Debris) waste. This Agreement shall consist of all the terms, conditions, specifications and provisions contained in original RFP 042618 dated March 8, 2018 (Exhibit "A"), Addendum 1 dated April 6, 2018 (Exhibit "B") and the Contractor's Proposal dated April 24, 2018 (Exhibit "C"), and the all of which are made a part hereof and incorporated herein by reference.

**ARTICLE 2
LIABILITY**

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder. Further, Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder.

**ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents, subcontractors and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

**ARTICLE 4
ASSIGNMENT**

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

**ARTICLE 5
TERM**

The initial term of this Agreement shall begin 1 July 2018 and end on 30 June 2019, with an additional option of four (4) one-year renewal periods to be exercised by the County upon 180 days advance notice to the Contractor.

**ARTICLE 6
COMPENSATION**

Compensation is based on Contractor's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract will not exceed \$115 per ton load for Year 1, \$120 per ton load for Year 2 and \$125 per ton load for Years 3 - 5, subject to the terms and conditions of this Agreement. AH

**ARTICLE 7
INSURANCE**

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFP 042618.

INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.

3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

ARTICLE 8 DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9 TERMINATION

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

**ARTICLE 10
COUNTY RESPONSIBILITIES**

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

**ARTICLE 11
FORCE MAJEURE**

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

**ARTICLE 12
SEVERABILITY**

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 13
INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 14
NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Interim Beaufort County Administrator
Attn: Mr. Josh Gruber
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: South Coast Resources, Inc.
PO Box 14419
Savannah, GA 31416

ARTICLE 15 AUDITING

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

ARTICLE 16 GRATUITIES

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or his appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

**ARTICLE 17
INVOICES**

All invoices for work done under this Agreement should be directed to Cindy Carter, Solid Waste Coordinator, Beaufort County Public Works.

Located at: 120 Shanklin Road
 Beaufort, SC 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order
- d) Tax Identification Number

Unless otherwise indicated, all invoices must be timely and accurate. Invoices will be itemized by Scope of Work.

**ARTICLE 18
PURCHASE ORDERS**

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

**ARTICLE 19
ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this Agreement by reference:

- a) RFP and Bid Response

ARTICLE 20
TOTAL AGREEMENT

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

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

WITNESSES:

Cheryl Harris

Deborah M. Rouse

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina

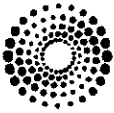
Signature: [Signature]
Name: Josh Gruber, Interim County
Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228
Phone: 843-255-2026
Fax: 843-255-9403
Date: 5-9-16

WITNESSES:

Alyssa Harway

South Coast Resources, Inc.

Signature: [Signature]
Name: Larry Simpson
Address: PO Box 11111
Phone: 912 429 1333
Email: southcoastlogging@gmail.com
Date: 5/11/15



THOMSON REUTERS

For
01
7.
MI

10

Maintenance and Support Schedule
and/or Note Schedule

ACCT# 4007000

BEAUFORT COUNTY ADMINISTRATION
100 RIBAUT RD
PO DRAWER 1228
DANIEL MORGAN - IT
BEAUFORT SC 29901-1228

THIS IS NOT AN INVOICE!

JULY-JUNE

1.00SY	ANNUAL MAINTENANCE & SUPPORT	\$0.00	\$0.00
1.00PER	THE PERIOD 7/1/19-6/30/20 FOR	\$0.00	\$0.00
1.00CON	CONTRACT #SC2007.001.01 FOR	\$0.00	\$0.00
1.00PAPP-S	PROVAL PLUS SUPPORT	\$40,391.31	\$40,391.31
1.00AUMTAX-S	Aumentum Tax System Support	\$117,942.72	\$117,942.72
1.00AUMRECEE-S	Aumentum Records Admin Enterprise Spt *Includ	\$0.00	\$0.00
1.00AUMAA-S	Aumentum Assmt Admin Spt	\$0.00	\$0.00
1.00AUMPP-S	Aumentum Personal Prop Admin Sys Spt	\$0.00	\$0.00
1.00PROPERTYMAX-S	Valuation eGOV System Spt	\$9,160.78	\$9,160.78
1.00WEBHOSTPROPERTY-S	WEBHOSTING OF PROPERTY SITES	\$5,089.31	\$5,089.31
1.00PROPERTYMAX-DATA-S	PropertyMax Data Extract Spt	\$6,107.17	\$6,107.17
1.00COLLECTMAX-S	TAX EGOV System Spt	\$9,160.78	\$9,160.78
1.00WEBHOSTCOLLECT-S	TAX EGOV HOSTING SPT	\$5,021.86	\$5,021.86
1.00COLLECTMAX-DATA-S	CollectMax Data Extract Spt	\$6,107.17	\$6,107.17
1.00GEOANALYST-S	PV GeoAnalyst Support	\$8,062.87	\$8,062.87

Subtotal	\$207,043.97
Tax	\$0.00
Total	\$207,043.97



// COPY //

QUOTATION

B Beaufort County M.C.D. (B11310)
 I Elizabeth Hager
 L 84 Shanklin Rd
 L
 T Beaufort, SC 29906-8427
 O 843-255-5800
 O 843-846-1633

S Beaufort County M.C.D.
 H Elizabeth Hager
 I 84 Shanklin Rd
 P
 T Beaufort, SC 29906-8427
 O 843-255-5800
 O 843-846-1633

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002021865	04/30/19	Joe Strickhouser	Jamie Dunn - Customer Care	12/31/19

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11734	DUET HD MINI TOTE	4 tot	48,326.8500/tot	193,307.40

Freight Charge	1,330.78
Tax	11,598.44
Order total	208,236.60
Total	208,236.60

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.



Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

12

10 May 2019

Beaufort County Open Land Trust
P.O. Box 75 29901
1000 Bay St.
Beaufort, SC 29907

Re: Contract for Rural and Critical Lands Preservation Program Consulting Services for
Beaufort County
Contract Number: RFQ 042915

It is a great pleasure to inform you that Beaufort County wishes to renew the above mentioned contract with you in accordance with the original contract dated June 16, 2015. The contract renewal period will commence on July 1, 2019 and extend through June 30, 2020.

Please sign below and kindly return at your earliest convenience.

We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or tmyers@bcgov.net if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County

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

AMW Executive Director
Authorized Name and Title to bind company

May 24, 2019
Date

cc: Eric Greenway, Stefanie Nagid

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 07/01/2018 AND 05/25/2019; AND Company IS Beaufort County EMS; AND Cr
OR Refund

13

Beaufort County EMS

<u>Credit Type/Credit Code</u>	<u>Transactions</u>	
Refunds		
Refund - Commercial	19	-2,420.52
Refund - Facility	1	-797.50
Refund - Liability/Attorney	6	-1,908.59
Refund - Patient	120	-19,341.49
Totals For Type	146	-\$ 24,468.10

Payments		
Check (Subscription Plan)	2	0.00
Interest Payment (+)	59	-8.31
Payment - Attorney	57	18,615.85
Payment - BCBS Adjustments	2	0.00
Payment - Collection Agency	1,445	31,068.99
Payment - Credit Card	523	101,797.17
Payment - Credit Card Mileage	2	0.00
Payment - Debt Set Off	83	3,463.74
Payment - Debt Set Off Cr Card	18	0.00
Payment - Direct to Squad	3,174	349,930.56
Payment - Escheats	2	0.00
Payment - Facility	3	1,634.26
Payment - GPCI	4	0.00
Payment - Insurance	9,055	775,874.64
Payment - Liability/Attorney	98	36,980.01
Payment - Match Debt Set Off	731	193,167.96
Payment - Medicaid	1,778	14,710.07
Payment - Medicare	9,077	1,162,085.34
Payment - Mileage	6	0.00
Payment - Patient	2,043	245,686.48
Payment - Patient - ACH	531	42,815.95
Payment - RR Medicare	33	4,720.63
Payment - Transfer	124	0.00
Recoupment (-)	212	-35,170.55
Return Check	5	-1,872.75
Totals For Type	29,067	\$ 2,945,500.04

Company Totals

29,213 \$ 2,921,031.94

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 07/01/2018 AND 05/25/2019; AND Company IS Beaufort County EMS; AND Credit Type IS Payment OR Refund

Grand Totals

29,213

\$ 2,921,031.94

<u>Invoice Date</u>	<u>Customer Number</u>	<u>Item Number</u>	<u>Customer Name</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
7/31/2018	0198	6.25% MGMT FEE	Beaufort County EMS	218,199.62000	0.0625	13,637.48000
8/31/2018	0198	6.25% MGMT FEE	Beaufort County EMS	277,064.65000	0.0625	17,316.54000
8/31/2018	0198	ESTATE FEES	Beaufort County EMS	1.00000	10.00	10.00000
9/30/2018	0198	6.25% MGMT FEE	Beaufort County EMS	178,725.23000	0.0625	11,170.33000
10/31/2018	0198	6.25% MGMT FEE	Beaufort County EMS	263,855.93000	0.0625	16,491.00000
11/30/2018	0198	6.25% MGMT FEE	Beaufort County EMS	253,175.11000	0.0625	15,823.44000
12/31/2018	0198	6.25% MGMT FEE	Beaufort County EMS	280,203.18000	0.0625	17,512.70000
12/31/2018	0198	ADJUSTMENT	Beaufort County EMS	1.00000	699.30	699.30000
1/31/2019	0198	6.25% MGMT FEE	Beaufort County EMS	290,810.04000	0.0625	18,175.63000
1/31/2019	0198	COLL. AGY. FEE-SCA	Beaufort County EMS	1.00000	378.75	378.75000
2/28/2019	0198	6.25% MGMT FEE	Beaufort County EMS	259,760.05000	0.0625	16,235.00000
3/31/2019	0198	6.25% MGMT FEE	Beaufort County EMS	367,114.81000	0.0625	22,944.68000
4/30/2019	0198	6.25% MGMT FEE	Beaufort County EMS	293,119.57000	0.0625	18,319.97000
						168,714.82000



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice N
 045-26329

14

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: Beaufort County
 Attn: Finance Department
 PO Drawer 1228
 Beaufort, SC 29901-1228

Ship To: Beaufort County
 Attn: Finance Department
 PO Drawer 1228
 Beaufort, SC 29901-1228

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1033	122959		USD	NET30	06/16/2019

Date	Description	Units	Rate	Extended Price
Contract No.: BEAUFORT COUNTY, SC				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	17,733.75	17,733.75
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	3,733.44	3,733.44
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	3,394.62	3,394.62
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	4,072.26	4,072.26
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	1,697.35	1,697.35
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	6,787.59	6,787.59
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	4,409.42	4,409.42
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	2,884.80	2,884.80
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	11,200.32	11,200.32
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	4,072.26	4,072.26
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	3,394.62	3,394.62
	DISASTER RECOVERY CONTRACT Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	17,434.07	17,434.07
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	16,949.81	16,949.81
	MUNIS GUI SITE LICENSE SUPPORT Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	2,700.00	2,700.00
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	4,103.09	4,103.09
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	5,744.33	5,744.33
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	2,152.86	2,152.86
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	1,671.61	1,671.61



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-263297	05/17/2019	2 of 2

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: Beaufort County
 Attn: Finance Department
 PO Drawer 1228
 Beaufort, SC 29901-1228

Ship To: Beaufort County
 Attn: Finance Department
 PO Drawer 1228
 Beaufort, SC 29901-1228

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1033	122959		USD	NET30	06/16/2019

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	2,152.86	2,152.86
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	6,191.24	6,191.24
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	2,228.86	2,228.86
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	5,065.57	5,065.57
	TRANSPARENCY PORTAL Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	13,112.72	13,112.72
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020	1	3,770.89	3,770.89

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	146,658.34
Sales Tax	1,220.38
Invoice Total	147,878.72



NWN Corporation - Charlotte
 2520 Whitehall Park Dr #250
 Charlotte NC 28273
 Phone:704-496-6961
 Tax ID# 04-3532235

Quote
 Date
 Quote #

15

Expires 7/13/2019
Sales Rep Leary, Tom
IAE
Project
Terms Net 30
Quote Title Cisco Renewal 2019-20 v2
Sales Out Contract Number SC Cisco 4400016104 Networking

Quote for:
 Attn; Finance Department
 Beaufort County Council
 PO Drawer 1228
 Beaufort SC 29901
 United States

Ship To:
 Patrick Hill
 Beaufort County Management
 106 INDUSTRIAL VILLAGE RD
 Information Systems
 BEAUFORT SC 29906-4291
 United States

Item	Quantity	Description	Price	Amount	Description
CON-SNT-1	1	SmartNet 8x5xNBD-Renewal To July 1 2020	31,599.12	31,599.12	
CON-ECMU-1	1	CISCO ESSENTIAL SOFTWARE WITH 8X5XNBD SERVICE RENWAL To July 1 2020	111,597.12	111,597.12	
CON-SAS-1	1	SmartNet SW App Support Package-Renewal To July 1 2020 Please see attached spreadsheet for details. Coverage expires 7/1/2020	842.09	842.09	

Subtotal 144,038.33
Shipping Cost (Electronic /Email delivery) 0.00
Total \$144,038.33



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice #
 025-21637

16

empowering people who serve the public®

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com

Bill To: BEAUFORT COUNTY
 ATTN: FINANCE DEPARTMENT
 PO DRAWER 1228
 BEAUFORT, SC 29901-1228

Ship To: BEAUFORT COUNTY
 ATTN: FINANCE DEPARTMENT
 PO DRAWER 1228
 BEAUFORT, SC 29901-1228

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1033	90630	2017-28498	USD	NET45	04/14/2018

Description	Extended Price
EnerGov SaaS - Silver - Annual Fees - 2.1.2018 - 1.31.2019	125,722.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
EnerGov - Licensing & Regulatory Suite (LRM) - Annual SaaS Fees	20,280.00	100 %	20,280.00
EnerGov - Permitting & Inspections (PLM) - Annual SaaS Fees	66,912.00	100 %	66,912.00
EnerGov - Citizen Self Service - Permitting & Land Mgmt (PLM) - Annual SaaS Fees	20,000.00	100 %	20,000.00
EnerGov - eReviews - Annual SaaS Fees	29,000.00	100 %	29,000.00
EnerGov - IG Workforce Apps - Annual SaaS Fees	11,760.00	100 %	11,760.00
EnerGov - Annual SaaS Discount	(22,230.00)	100 %	(22,230.00)
Tax : SC299010	7,543.32	100 %	7,543.32

****ATTENTION****

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	125,722.00
Sales Tax	7,543.32
Invoice Total	133,265.32

Myers, Marlene

From: Geitner, Terrence
Sent: Wednesday, May 29, 2019 1:25 PM
To: Thomas, Dave; Myers, Marlene
Cc: Loper, Shannon; Love, William
Subject: RE: FY20

17

The only adjustment I am aware of, per Shannon's request, is that we will bill separately for supplies, travel, & equipment. This is on the last line item. I believe Gail will remove that and state that this will be billed based on actual usage.

From: Thomas, Dave
Sent: Wednesday, May 29, 2019 1:18 PM
To: Myers, Marlene
Cc: Geitner, Terrence; Loper, Shannon
Subject: FW: FY20
Importance: High

Marlene,
Terry will have Gail send us the new contract breakdown shortly. The new total for FY2020 is \$108,261.

From: Geitner, Terrence <tgeitner@bcgov.net>
Sent: Wednesday, May 29, 2019 1:08 PM
To: Thomas, Dave <dthomas@bcgov.net>
Subject: RE: FY20

Dave,

Gail should be getting a revised invoice reflecting the new amount as well as adjustments we have made in the cleaning contracts.

The new numbers I come up with according to Beth's directions are \$9,021.75 x 12 months (\$108,261)

We are no longer responsible for the cleaning of the Senior Center @ Burton Wells and The Senior Room @ Bluffton Center as stated in previous contracts.

Hope this helps.

From: Thomas, Dave
Sent: Wednesday, May 29, 2019 12:23 PM
To: Geitner, Terrence
Cc: Myers, Marlene
Subject: RE: FY20

What is the total cost of the annual contract? Are there any price changes from last year?

From: Geitner, Terrence <tgeitner@bcgov.net>
Sent: Wednesday, May 29, 2019 12:20 PM

To: Thomas, Dave <dthomas@bcgov.net>

Subject: FW: FY20

Importance: High

Dave,

As you can see, my delay has been a result of getting replies. I just received this correspondence from Shannon Loper yesterday, still without a definitive answer. I do not think an in person meeting will occur nor is it necessary to achieve our objective.

We are trying to tie up loose ends here and ready to do so. Maybe a nudge would be helpful.

The yellow highlighted correspondence was what Beth & I presented in hopes that Shannon would accept. We'll do what is necessary.

Thanks,

Terry

From: Loper, Shannon

Sent: Tuesday, May 28, 2019 11:21 AM

To: Geitner, Terrence

Cc: Cody, Beth; Love, William

Subject: RE: FY20

Terry,

I apologize for the delay. We are extremely busy this time of year with yearend and tournaments. I prefer paying the actual cost of materials and also would like to make sure we are getting the best prices possible. (We can discuss more in person)

Let me know some dates to meet.

Also, please note we are no longer PALS we are Parks and Recreation.

Thanks.

From: Geitner, Terrence <tgeitner@bcgov.net>

Sent: Tuesday, May 28, 2019 8:45 AM

To: Loper, Shannon <sloper@bcgov.net>

Cc: Cody, Beth <bcody@bcgov.net>; Love, William <wlove@bcgov.net>

Subject: FY20

Importance: High

Good morning Shannon,

I sent an earlier correspondence to you on 05/14. Please let me know if we are to move forward based on our last phone conversation and the message below. We are glad to make adjustments as necessary. Dave & Marlene are waiting for my reply.

Thank you

Good morning Shannon,

I discussed with Beth Cody our conversation regarding the new contract for FY20 and any changes or concerns you had. After reviewing FY19, we could propose the following:

Using the percentage method on the PALS invoice, we currently have billed \$11,772.08 so far this year. That method of calculating is designed to cover supplies and travel time. To date, we have actually paid \$9,074.70 in supplies. If you are comfortable with the following proposal, moving forward we can bill per month for the actual supplies paid for during that period. We can certainly make that adjustment and update the new terms in the FY20 contract if that is satisfactory and meets your request.

Also, I'd like to schedule a brief meeting with you prior to the beginning of the new fiscal year. It's been a year plus since we last discussed how everything is going with the PALS locations and staff. If you can propose a few dates in early June, I will make it work on my end.

Thank you Shannon for your continued support of our consumers and offering a platform for them to be gainfully employed.

Kind regards,

Terry J. Geitner

Terry J. Geitner

Adult Services Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, South Carolina 29906

(843) 255-6296
(843) 255-9417 fax
tgeitner@bcgov.net

Our Mission

"To provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community."



Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

18

8 May 2019

Hilton Head Humane Association
Attn: Ms. Franny Gerthoffer
10 Humane Way
Hilton Head, SC 29926

Re: Contract for Veterinarian Services for Beaufort County Animal Services
Contract Number: 13431800712011200

It is a great pleasure to inform you that Beaufort County wishes to renew the above mentioned contract with you in accordance with the original contract dated September 2012. The contract renewal period will commence on July 1, 2019 and extend through June 30, 2020.

Please sign below and also kindly forward an updated Certificate of Insurance at your earliest convenience.

We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or myvers@bcgov.net if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas
Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County

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

Charles Lane Chairman HHA 12 MAY 19
Authorized Name and Title to bind company Date

cc: Phil Foot/Tallulah Trice

Myers, Marlene

19

From: Carter, Cindy
Sent: Tuesday, May 28, 2019 11:51 AM
To: Myers, Marlene
Subject: RE: Agenda Item Summary Sheet022019.pdf

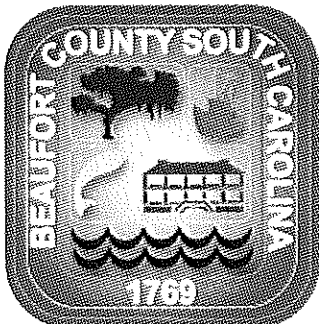
Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net>
Sent: Tuesday, May 28, 2019 11:50 AM
To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>
Subject: RE: Agenda Item Summary Sheet022019.pdf

Cindy, how were you notified of the price increases? Can you send me the documentation so we can have as backup?

C2G FY19 \$94,500 FY20 \$98,400
CARE – currently posted IFB 053019
Dolphin Shared Management FY19 \$124,008 FY20 \$126,432
Republic FY19 \$1,800,000 FY20 \$1,910,000
South Coast FY19 \$192,000 FY20 \$212,000
Strickland FY19 \$68,000 FY20 \$68,000
Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000
Waste Management (Oakwood Landfill) FY19 \$350,000 FY20 \$355,000

T. Marlene Myers. MBA
Contracts Manager
Purchasing
P.O. Drawer 1228
Beaufort, SC 29901
PH- (843) 255-2295
Fax- (843) 255-9437



Cindy Carter

Solid Waste Coordinator
Beaufort County Public Works
Solid Waste and Recycling
(843) 255-2745 (office)
(843) 812-8023 (mobile)
ccarter@bcgov.net

From: Thomas, Dave <dthomas@bcgov.net>

Sent: Tuesday, May 28, 2019 10:09 AM

To: Brock, Sarah <sbrock@bcgov.net>; Myers, Marlene <TMyers@bcgov.net>

Cc: Grant, Quandara <ggrant@bcgov.net>; Foot, Philip <philipf@bcgov.net>; Wilhelm, David <dwilhelm@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>; Rembold, Jon <jrembold@bcgov.net>; Hill, Patrick <phill@bcgov.net>; Hunt, Gregg <ghunt@bcgov.net>; Greenway, Eric <egreenway@bcgov.net>; Taylor, Marci <marcit@bcgov.net>; Love, William <wlove@bcgov.net>; Cody, Beth <bcody@bcgov.net>; Loper, Shannon <sloper@bcgov.net>; Gregory, Suzanne <suzanneg@bcgov.net>; Roseneau, Jerri <jroseneau@bcgov.net>; Butts, Dale <dbutts@bcgov.net>; Morgan, Daniel <danielm@bcgov.net>

Subject: Agenda Item Summary Sheet022019.pdf

Importance: High

Sarah,

Thank you for your help this morning. I know you are busy getting ready to go to Bluffton. As we discussed on the phone I have attached the AIS summary sheet for our renewal contracts for FY 2020. The excel spread sheet and backup will be emailed to you later in the week as we are still updating it.

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



CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the "Agreement") is made this 30th day of May 2018, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and C2G, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement relating to the pickup of scrap/waste tires, subject to the terms, specifications, conditions and provisions of the Invitation for Bid as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DESCRIPTION**

The scope of work consists of but is not limited to: pickup of scrap/waste tires and transport/delivery of tires to a permitted tire recycling facility for Beaufort County. This Agreement shall consist of all the terms, conditions, specifications and provisions contained in IFB 051718 dated April 16, 2018 (Exhibit "A") and the Contractor's Proposal dated May 16, 2018 and attached as (Exhibit "B") both of which are made a part hereof and incorporated herein by reference.

**ARTICLE 2
LIABILITY**

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder. Further, Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder.

**ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents, subcontractors and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

**ARTICLE 4
ASSIGNMENT**

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

**ARTICLE 5
TERM**

The initial term of this Agreement shall begin 01 July 2018 and end on 30 June 2019, with an additional option of four (4) one-year renewal periods to be exercised by the County upon 180 days advance notice to the Contractor.

**ARTICLE 6
COMPENSATION**

Compensation is based on Contractor's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract will not exceed \$350.00 (three hundred fifty dollars) per ton or \$94,500 (ninety-four thousand five hundred dollars) per year subject to the terms and conditions of this Agreement.

**ARTICLE 7
INSURANCE**

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's IFB 051718.

INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.

3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

**ARTICLE 8
DEFAULT**

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

**ARTICLE 9
TERMINATION**

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

**ARTICLE 10
COUNTY RESPONSIBILITIES**

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

**ARTICLE 11
FORCE MAJEURE**

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

**ARTICLE 12
SEVERABILITY**

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 13
INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 14
NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Interim Beaufort County Administrator
Attn: Mr. Josh Gruber
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: C2G, Ltd. Co.
110 Mallock Ct.
Goose Creek, SC 29445

ARTICLE 15 AUDITING

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

ARTICLE 16 GRATUITIES

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or his appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

ARTICLE 17 INVOICES

All invoices for work done under this Agreement should be directed to Cindy Carter, Solid Waste Coordinator, Beaufort County Public Works, for Beaufort County.

Located at:

120 Shanklin Road
Beaufort, SC 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order and Contract Number
- d) Tax Identification Number
- e) Schedule of Values
- f) Division #
- g) Description of work
- h) Work completed
- i) Balance to finish
- j) Retainage
- k) Change orders

Unless otherwise indicated, all invoices must be timely and accurate. The Contractor will make periodic requests for payment for this Agreement and approved Change Orders. Invoices will be itemized by Scope of Work tasks and Change Order number.

ARTICLE 19 PURCHASE ORDERS

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

ARTICLE 20 ORDER OF DOCUMENTS

The following are incorporated into and made a part of this Agreement by reference:

- a) IFB and Bid Response

ARTICLE 21 TOTAL AGREEMENT

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

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

WITNESSES:

Chris Harris

Susan B. Fogleman

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina

[Signature]

Signature: _____
Name: Josh Gruber, Interim County
Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228
Phone: 843-255-2026
Fax: 843-255-9403
Date: 6-19-18

WITNESSES:

Carol Huggins

Yule Huhak

C2G, LTD. CO

[Signature]

Name: THOMAS COPELAND
Address: 12653 COTTAGEVILLE HWY, Cottageville, SC 29435
Phone: 843 879 0942
Email: Tom.Copeland@C2GLTD.COM
Date: 6-19-18



Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623
 Phone: (585)-486-0093
 accountsreceivable@eagleview.com

INV

20

Date
4/19/2019

Bill To
Beaufort County, SC Dan Morgan Arthur Horne Building 104 Ribaut Road Beaufort SC 29902 United States

Ship To
Beaufort County, SC Dan Morgan Arthur Horne Building 104 Ribaut Road Beaufort SC 29902 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A119835	Flight #3 Year 2	Net 365	C158184	Erin Ford	4/19/2019
Qty	Description	Amount			
1	License Payment 2 of 2 Due at First Anniversary of Shipment of Imagery - 04/18/2020	\$85,291.75			

Subtotal	\$85,291.75
Tax	\$5,117.51
Total	\$90,409.26
Deposits/Credits	\$0.00
Total Due (USD)	\$90,409.26

Please make checks payable to Pictometry International Corp.



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

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TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: **Contract Award Recommendation for Request for Proposal (RFP) #071616, Auditing and Consulting Services for the Beaufort County Finance Department**
DATE: August 4, 2016

BACKGROUND: The Beaufort County Purchasing Department issued a Request for Proposals for External Financial Audit Services, including a required Single Audit of federal expenditures, Agreed Upon Procedures for the Beaufort County Disabilities and Special Needs Department and a Passenger Facility Charge (PFC) Audit for the Hilton Head Island Airport for three (3) fiscal years, 2016, 2017 and 2018. There were six (6) Certified Public Accounting (CPA) firms that responded with a proposal. An evaluation committee consisting of Alicia Holland, Assistant County Administrator - Finance, Chanel Lewis, County Controller, Maria Walls, County Treasurer, and Tom Keaveny, County Attorney, evaluated the proposals. Mauldin and Jenkins, LLC, Macon, GA was selected as the number one ranked firm and was interviewed for further information.

VENDOR BID INFORMATION:

	<u>COST:</u>
1. Mauldin & Jenkins, Macon, GA	\$173,500
2. Greene, Finney & Horton, LLP, Mauldin, SC	\$145,500
3. Webster Rogers LLP, Bluffton, SC	\$196,350
4. Thompson, Price, Scott, Adams & Co., PA, Whiteville, NC	\$265,500
5. Martin Smith & Company, CPAs, PA, Greenville, SC	\$153,000
6. Cherry Bekaert, Augusta, GA*	\$215,200

* Cherry Bekaert, LLP, Augusta, GA – this firm was our current auditors for the most recent three (3) fiscal years, 2013, 2014 and 2015. The evaluation committee felt that a rotation of auditors was in the best interest of the County.

AH

FUNDING:

General Fund Accounts:
10001100-51160, County Administrator, Professional Services
10001111-51160, Finance, Professional Services

FOR ACTION: Finance Committee meeting occurring on August 8, 2016.

RECOMMENDATION: The Finance Committee approve and recommend to County Council the contract award to Mauldin & Jenkins of Macon, GA, the top ranked firm, for the three (3) fiscal years 2016, 2017, and 2018 in the amount of \$173,500.

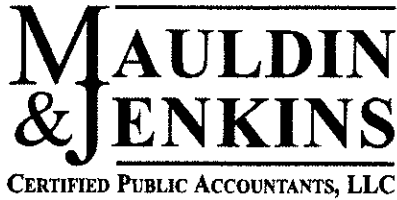
cc: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Assistant County Administrator, Finance *AH*

Att: Bid Tab

Audit Proposals Evaluation Summary.xlsx

	WebsterRogers LLP Bluffton, SC	Greene Finney & Horton Mauldin, SC	Cherry Bekaert, LLP Augusta, GA	Martin Smith & Company, CPAs Greenville, SC	Mauldin & Jenkins Macon, GA	Thompson, Price, Scott, Adams & CO Whiteville, NC
Tom Keaveny	79	80	-	69	87	74
Alicia Holland	69	78	69	65	92	63
Chanel Lewis	59	84	63	53	93	55
Maria Walls	76	75	-	55	100	55
Average Score	71	79	33	61	93	62

Note: Cherry Bekaert, LLP were the auditors for the most recent fiscal year ending 6/30/2015. This firm was not scored by 2 members of the committee.



July 9, 2018

Members of the County Council
Beaufort County, South Carolina
106 Industrial Village Road, Building 2
Beaufort, South Carolina 29906

Ladies and Gentlemen:

We appreciate the opportunity to propose on preparing the Comprehensive Annual Financial Report (CAFR) of Beaufort County, South Carolina (the "County"), in conjunction with our performance of the annual audit.

Mauldin & Jenkins has significant experience preparing financial statements of state and local governments. We believe that **Mauldin & Jenkins is the leader in auditing state and local governments in the southeast.** We differentiate ourselves from our peers in the following ways:

- ❖ Mauldin & Jenkins presently provides over 85,000 hours of service to approximately 400 governmental units in the Southeast on an annual basis. Such experience results in the utilization of over 90 full-time equivalent professionals. Consider the following:
 - We audit more counties in the Southeast than any other firm.
 - We audit more cities in Southeast than any other firm.
 - We serve 114 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.
 - We prepare the Financial Statements for approximately 75% of the 400 governmental units we serve on an annual basis.

CAFR Certificates of Achievement & Excellence



Mauldin & Jenkins has served approximately 400 governments in the past several years, and 114 governmental units who obtain the GFOA's Certificate of Achievement for Excellence in Financial Reporting (and, or the ASBO's Certificate of Excellence in Financial Reporting).



Mauldin & Jenkins' clients have never failed to obtain the Certificate! Mauldin & Jenkins is batting 1000%. Every CAFR submitted has received the award. The following are current clients:

Counties:

- 1) Athens-Clarke Co.
- 2) Augusta-Richmond Co.
- 3) Barrow Co.
- 4) Beaufort Co., SC
- 5) Chatham Co.
- 6) Cherokee Co.
- 7) Clayton Co.
- 8) Colleton Co., SC
- 9) DeKalb Co.
- 10) Douglas Co.
- 11) Edgefield Co., SC
- 12) Floyd Co.
- 13) Forsyth Co.
- 14) Glynn Co.
- 15) Gwinnett Co.
- 16) Hamilton Co., TN
- 17) Henry Co.
- 18) Jackson Co.
- 18) Lancaster Co., SC
- 19) Liberty Co.
- 20) Macon-Bibb Co.
- 21) Oconee Co., SC
- 22) Orange Co., NC
- 23) Paulding Co.
- 24) Rockdale Co.
- 26) Spalding Co.
- 27) Walton Co.

Cities:

- 28) Alken, SC
- 29) Albany
- 30) Alpharetta
- 31) Americus
- 32) Austell
- 33) Ball Ground
- 34) Beaufort, SC
- 35) Bluffton, SC
- 36) Bradenton, FL
- 37) Bristol, TN
- 38) Brookhaven
- 39) Brunswick
- 40) Chamblee
- 41) Charleston, SC
- 42) Chamblee
- 43) College Park
- 44) Conyers
- 45) Cooper City, FL
- 46) Covington
- 47) Decatur
- 48) Douglasville
- 49) Dunwoody
- 50) Fayetteville
- 51) Fairburn
- 52) Forest Park
- 53) Garden City
- 54) Griffin
- 55) Haines City, FL
- 56) Hallandale Bch, FL
- 57) Hapeville

- 58) Hardeeville, SC
- 59) Hinesville
- 60) John's Creek
- 61) Kennesaw
- 62) Kingsland
- 63) Marco Island, FL
- 64) Longboat Key, FL
- 65) Milledgeville
- 66) Milton
- 67) Monroe
- 68) Morrow
- 69) Naples, FL
- 70) New Bern, NC
- 71) North Port, FL
- 72) Peachtree City
- 73) Pensacola, FL
- 74) Perry
- 75) Pinecrest, FL
- 76) Pooler
- 77) Port Wentworth
- 78) Riverdale
- 79) Rockmart
- 80) Rome
- 81) Roswell
- 82) Sandy Springs
- 83) Savannah
- 84) Suwanee
- 85) Tuscaloosa, AL
- 86) Union City
- 87) Valdosta

Boards of Education:

- 88) Atlanta Public Schools
- 89) Bibb County Schools
- 90) Cartersville City Schools
- 91) Clayton County Schools
- 92) Cobb County Schools
- 93) Fayette County Schools
- 94) Fulton County Schools
- 95) Gwinnett County Schools
- 96) Lee County School District
- 97) Marietta City Schools
- 98) Richland Co. School District One
- 99) Savannah-Chatham County Schools

State Governmental Entities:

- 100) Ga. Environ. Fin. Auth. (GEFA)
- 101) Ga. Ports Authority

Other Governmental Entities:

- 102) Central Savannah River Area Regional Comm.
- 103) Charleston Water System
- 104) Clayton County Water Auth.
- 105) Cobb County - Marietta Water Authority
- 106) Greenwood Commissioners of Public Works
- 107) Greer Commission of Public Works
- 108) Henry County Water Auth.
- 109) Lowcountry Regional Transportation Auth.
- 110) Macon Water Authority
- 111) Mount Pleasant Waterworks
- 112) Public Building Auth. of Knox Co. & Knoxville
- 113) South Florida Transportation Authority
- 114) Tampa Bay Water Authority

The County has requested we provide an estimated fee relative to the preparation of the County's Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2018. Based on our review of the County's audited financial statements the previous two years, we propose a fee between \$8,000 and \$12,000 for the year ended June 30, 2018. In subsequent years, we propose a fee between \$5,000 and \$7,000.

The above price includes everything relative to the preparation of the County's CAFR. So long as there are no significant changes 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 is a very important client to Mauldin & Jenkins and one we are proud to serve. We would welcome the opportunity to meet with management and governing board officials to further discuss our proposal and qualifications. Please contact us at (800) 277-0050 or via email at dirwin@mjcpc.com. Again, on behalf of Mauldin & Jenkins, thank you for the opportunity to serve.

Very truly yours,
Mauldin & Jenkins, LLC



David Irwin, CPA
Partner

Pricing of Services

As requested, we have enclosed herewith an all-inclusive maximum fee for proposal of the annual financial / compliance audits for Beaufort County, South Carolina, as well as the Disabilities and Special Needs Agreed-Upon Procedures and the Passenger Facility Charge Audit. The proposal contains all pricing information relative to performance of all requested services. Our fees for these services are as follows:

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES	
TOTAL ALL INCLUSIVE FEE FOR 2016	
	FEE
ANNUAL COUNTY AUDIT AND SINGLE AUDIT	\$ 46,500
DISABILITIES AND SPECIAL NEEDS AGREED-UPON-PROCEDURES	6,500
PASSENGER FACILITY CHARGE AUDIT	2,500
TOTAL ALL-INCLUSIVE PRICE FOR 2016 AUDIT	\$ 55,500

To further break down each year's proposed audit fee, please see the following schedules detailing out our estimated time requirements by staffing level and entity:

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES			
FOR THE ANNUAL AUDIT AND SINGLE AUDIT OF THE 2016 FINANCIAL STATEMENTS			
	HOURS	HOURLY RATES	TOTAL
PARTNERS	140	\$200	\$ 28,000
MANAGERS	115	\$140	16,100
SUPERVISORY/SENIOR STAFF	200	\$110	22,000
TOTAL FOR SERVICES DESCRIBED IN RFP	455		66,100
OUT OF POCKET EXPENSES			
MEALS AND LODGING			3,500
TRANSPORTATION			500
OTHER			-
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			(23,600)
TOTAL ALL-INCLUSIVE PRICE FOR 2016 COUNTY FINANCIAL AND SINGLE AUDIT			\$ 46,500

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE DISABILITIES AND SPECIAL NEEDS 2016 AGREED-UPON PROCEDURES**

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	5	\$200	\$ 1,000
MANAGERS	15	\$140	2,100
SUPERVISORY/SENIOR STAFF	<u>40</u>	\$110	<u>4,400</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>60</u>		<u>7,500</u>
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(1,000)</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2016 AGREED-UPON PROCEDURES			<u>\$ 6,500</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE PASSENGER FACILITY CHARGE 2016 AUDIT**

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	5	\$200	\$ 1,000
MANAGERS	5	\$140	700
SUPERVISORY/SENIOR STAFF	<u>15</u>	\$110	<u>1,650</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>25</u>		<u>3,350</u>
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(850)</u>
TOTAL ALL-INCLUSIVE PRICE FOR PASSENGER FACILITY CHARGE 2016 AUDIT			<u>\$ 2,500</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TOTAL ALL INCLUSIVE FEE FOR 2017**

	FEE
ANNUAL COUNTY AUDIT AND SINGLE AUDIT	\$ 48,000
DISABILITIES AND SPECIAL NEEDS AGREED-UPON-PROCEDURES	7,000
PASSENGER FACILITY CHARGE AUDIT	<u>3,000</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2017 AUDIT	<u>\$ 58,000</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE ANNUAL AUDIT AND SINGLE AUDIT OF THE 2017 FINANCIAL STATEMENTS**

	HOURS	HOURLY RATES	TOTAL
PARTNERS	130	\$205	\$ 26,650
MANAGERS	110	\$145	15,950
SUPERVISORY/SENIOR STAFF	<u>180</u>	\$115	<u>20,700</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>420</u>		<u>63,300</u>
OUT OF POCKET EXPENSES			
MEALS AND LODGING			3,500
TRANSPORTATION			500
OTHER			-
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(19,300)</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2017 COUNTY FINANCIAL AND SINGLE AUDIT			<u>\$ 48,000</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE DISABILITIES AND SPECIAL NEEDS 2017 AGREED-UPON PROCEDURES**

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	10	\$205	\$ 2,050
MANAGERS	5	\$145	725
SUPERVISORY/SENIOR STAFF	<u>40</u>	\$115	<u>4,600</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>55</u>		<u>7,375</u>
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(375)</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2017 AGREED-UPON PROCEDURES			<u>\$ 7,000</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE PASSENGER FACILITY CHARGE 2017 AUDIT**

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	5	\$205	\$ 1,025
MANAGERS	5	\$145	725
SUPERVISORY/SENIOR STAFF	<u>15</u>	\$115	<u>1,725</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>25</u>		<u>3,475</u>
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(475)</u>
TOTAL ALL-INCLUSIVE PRICE FOR PASSENGER FACILITY CHARGE 2017 AUDIT			<u>\$ 3,000</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TOTAL ALL INCLUSIVE FEE FOR 2018**

	FEE
ANNUAL COUNTY AUDIT AND SINGLE AUDIT	\$ 50,000
DISABILITIES AND SPECIAL NEEDS AGREED-UPON-PROCEDURES	7,000
PASSENGER FACILITY CHARGE AUDIT	<u>3,000</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2018 AUDIT	<u>\$ 60,000</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE ANNUAL AUDIT AND SINGLE AUDIT OF THE 2017 FINANCIAL STATEMENTS**

	HOURS	HOURLY RATES	TOTAL
PARTNERS	125	\$210	\$ 26,250
MANAGERS	105	\$150	15,750
SUPERVISORY/SENIOR STAFF	<u>170</u>	\$120	<u>20,400</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>400</u>		<u>62,400</u>
OUT OF POCKET EXPENSES			
MEALS AND LODGING			3,750
TRANSPORTATION			500
OTHER			-
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(16,650)</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2017 COUNTY FINANCIAL AND SINGLE AUDIT			<u>\$ 50,000</u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE DISABILITIES AND SPECIAL NEEDS 2018 AGREED-UPON PROCEDURES**

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	10	\$210	\$ 2,100
MANAGERS	5	\$150	750
SUPERVISORY/SENIOR STAFF	<u>40</u>	\$120	<u>4,800</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>55</u>		<u>7,650</u>
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(650)</u>
TOTAL ALL-INCLUSIVE PRICE FOR 2018 AGREED-UPON PROCEDURES			<u><u>\$ 7,000</u></u>

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE PASSENGER FACILITY CHARGE 2018 AUDIT**

	<u>HOURS</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
PARTNERS	5	\$210	\$ 1,050
MANAGERS	5	\$150	750
SUPERVISORY/SENIOR STAFF	<u>15</u>	\$120	<u>1,800</u>
TOTAL FOR SERVICES DESCRIBED IN RFP	<u>25</u>		<u>3,600</u>
LESS: MAULDIN & JENKINS DISCOUNT FROM STANDARD FEES			<u>(600)</u>
TOTAL ALL-INCLUSIVE PRICE FOR PASSENGER FACILITY CHARGE 2018 AUDIT			<u><u>\$ 3,000</u></u>

Important Notes to be Considered:

Note (1): We would like to share with the County that 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) and are not a part of the services requested by the entity. **Additionally as noted elsewhere within our proposal, we provide free quarterly continuing education classes to our clients.**

Note (2): If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County and Mauldin & Jenkins. **Any additional services requested by the County will be billed at the above quoted hourly rates.**

Note (3): The pricing schedules contain all pricing information relative to performance of the audit as required by the County including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. 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.**

This proposal is submitted for use in connection with and in response to Beaufort County RFP # 1315010130218. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of July 6, 2016, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above. This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: Mauldin & Jenkins, LLC

BY: *Miller Edwards* DATE: July 6, 2016
(Signature)

TYPE/PRINT: Miller Edwards Partner
(Name) (Title)

ADDRESS: 300 Mulberry Street, Suite 300.
(Street Address and/or P. O. Box Number)

Macon Georgia 31201
(City) (State) (Zip Code)

PHONE: (800) 277-0050 FAX: (478) 464-8071
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: medwards@mjcpa.com

FEDERAL ID#: 58-0692043 S.C. TAX #: _____

Beere, Melissa

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From: Stewart, Emily
Sent: Thursday, May 9, 2019 1:40 PM
To: Beere, Melissa; Gregory, Suzanne
Subject: FW: USI Contract

Melissa,
Below is the answer to your question.

Emily G. Stewart, PHR



Employee Services Specialist
Beaufort County Employee Services
(843)255-2985 · Phone
(843) 255-9484 · Fax
estewart@bcgov.net

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain materials protected by pending HIPAA legislation. If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error, please notify the sender by replying to this email and then delete the email from your computer.

From: Corbin Wimberly <corbin.wimberly@usi.com>
Sent: Thursday, May 9, 2019 1:26 PM
To: Stewart, Emily <estewart@bcgov.net>
Subject: RE: USI Contract

Hey Emily,
I confirmed there are no proposed changes to our contract. It renews again 8/1/2021.

Thanks!

MRS. CORBIN WIMBERLY, CEBS
Employee Benefits Consultant
Vice President
USI Insurance Services, LLC
176 Croghan Spur Rd., Suite 300
Charleston, SC 29407
o: 854.529.1611 | c: 843.343.5209 | f: 610.537.1977
corbin.wimberly@usi.com | www.usi.com



Client Service Agreement – Employee Benefits

This Client Service Agreement (“Agreement”) is made and entered into this 1st day of August, 2018, (“Effective Date”), by and between USI Insurance Services National, Inc., having an office located at 176 Croghan Spur Road, Suite 300, Charleston, SC 29407 (“USI”), and Beaufort County Government having an office located at 106 Industrial Boulevard, Beaufort, SC 29906 (“Client”).

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

Medical & Rx
Dental
Vision
Basic Life & AD&D
Voluntary Life & AD&D
STD
LTD includes EAP

2. SERVICES

USI agrees to provide to Client the following insurance brokerage services:

Consulting Services

- Conduct strategic planning meetings to review current performance of Client's current employee benefits coverage and establish future objectives and strategies to manage Client's employee benefit coverages to which this Agreement applies.
- Keep Client informed of significant changes and/or trends in the employee benefits marketplace.
- Benchmark plan costs and employee contributions to industry, size, and regional standards.
- Review utilization reports and analyze factors driving Client's plan costs and provide claims and financial reports detailing paid claims (and reimbursements if applicable) and enrollment summaries. USI will review these reports with Client routinely and will identify and discuss trends, potential problems and solutions.
- Provide cost projections, cost sharing models and Funding Analysis (review funding methodology with emphasis on employer costs and the tier structure of the contribution).
- Marketing Client's plan administration and lines of coverage as necessary. This includes preparing bid specifications and soliciting proposals from specialized insurance markets, evaluating bids and bidders, including administration, claim payment procedures, customer service, network and financial strength and cost comparison of the various bidders.

- With respect to the renewal process of Client's employee medical program, USI will conduct an annual review during the renewal process to support negotiations with current vendors/carriers, as per Client's request.
- Evaluate and assist in the management of voluntary benefit products offered to your employees.
- Provide access to compliance services, monthly newsletters, virtual events, Cyberwave, wellness program templates.
- Assist Client in the implementation of the benefit program, perform contract and Summary Plan Description review for purposes of determining conformity to the agreed upon plan provisions and costs.
- Assist Client in connection with issues relating to interpretation of insurance policies/contracts.
- Advise Client with respect to available technology platforms to support delivery and administration of its employee benefit plans.

3. COMPENSATION

Fee Only

USI will be compensated for the services through payment of an annual fee ("Fee") by client to USI as outlined in this Agreement. The annual fee is \$66,950 payable and to be invoiced monthly, with each payment due on the 1st of the month.

Carrier-Paid Fee

In addition to the Fee set forth above, USI will be compensated for the services outlined in this Agreement through the payment of a fee ("Carrier Fee") which shall be collected from Client by its insurance carrier, The Lincoln National Life Insurance Company ("Lincoln") and forwarded by Lincoln to USI. This Carrier Fee will be 3% of premium charged to the Client on the lines of coverage provided by Lincoln as set forth above. The Carrier Fee shall be payable and to be invoiced by Lincoln monthly. The Parties agree that USI shall apply the Carrier Fees it receives to pay for benefits administration services provided to Client by Benefit Focus. Any portion of the Carrier Fee remaining after the payment for Benefit Focus' services shall be retained by USI.

Contingent, supplemental, or bonus commissions

Some of the insurance companies USI represents may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation USI may receive. At your request, USI will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

Miscellaneous sources of compensation

In addition to the foregoing, USI may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through USI's bank accounts
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.
- Vendors and / or service providers

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI's compensation as appropriate.

Insurance placement and servicing will be provided to the Client and USI will not receive commissions for that placement and those services.

4. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of your insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to you prior to binding any coverages on your behalf.

5. TERM AND TERMINATION

The term of this Agreement shall commence on August 1st, 2018 and shall terminate three (3) years thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by Client prior to expiration, USI's Annual compensation will be deemed earned according to the following schedule:

- 60% at inception
- 75% after four months
- 100% after seven months

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in paragraph 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of you. You shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services include, but are not limited to:

- Member Services Call Center
- Human resources advisory services
- Claims audits
- Actuarial services
- Employee communications
- Interactive online Client services
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Executive benefits

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services National, Inc.

Corbin Wimberly
Signature

Corbin Wimberly
Print Name

Sales Executive
Title

7/26/2018
Date

Beaufort County Government

[Signature]
Signature

Josh Gruber
Print Name

County Administrator
Title

7-25-18
Date

9. MISCELLANEOUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises that Client consult with its legal counsel as to how these laws impact you and your employees, Client's plan, and our contemplated engagement. It is understood that Client, or a party on your behalf, have the right and authority to disclose an individual's protected health information to USI for USI's use in performing its services for you and your employees. It is further understood that USI's use of this information to perform services for you and your employees does not violate any privacy notice issued by us or a benefit program you maintain, or any applicable law.

Moreover, since USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

12. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

\$ 31,248
\$ 32,700

\$ 63,948

Gregory, Suzanne

Subject: FW: Voicemail Follow-Up

23

From: Jamie Blundell <jamie@andrewstechnology.net>
Sent: Tuesday, May 21, 2019 1:21 PM
To: Beere, Melissa <mbeere@bcgov.net>
Cc: Perry Maxwell <perry@andrewstechnology.net>
Subject: RE: Voicemail Follow-Up

Hi Melissa,

Per our conversation, based on our long standing relationship with Beaufort County we have agreed to delay the start of the price increase to 7/1/20. The renewal invoice will still go out next March as it normally would... but the rate for March-June of next year will be at the current rate... the increase then will take into effect for months July 2020 through February 2021.

Have a great day!

Jamie Blundell
Vice President of Sales
Andrews Technology HMS, Inc.
(516) 592-0885 (Direct)
(516) 674-8119 (Fax)
www.andrewstechnology.com



From: Beere, Melissa <mbeere@bcgov.net>
Sent: Tuesday, May 21, 2019 9:45 AM
To: jamie@andrewstechnology.net
Subject: RE: Voicemail Follow-Up

Jamie,
I did receive your response. However, we are on a Fiscal Calendar (July 1, 2019 to June 30, 2020). Since our current contract will end in March we need to know about the March through June time period. Can you assist as to whether or not there will be an increase for those four months? Thank you for your assistance regarding this matter,
Melissa

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




Invoice

Date	Invoice #
9/27/2018	BEAU115

Bill To
Beaufort County Suzanne Gregory 102 Industrial Village Rd. Beaufort County, SC 29906

Ship To
Beaufort County Suzanne Gregory 102 Industrial Village Rd. Beaufort County, SC 29901

Description	Qty	Rate	Amount	P.O. No.	Terms																																																
				00																																																	
NOVAtime Time & Attendance System																																																					
Annual Maintenance 12 Months - Software	1	13,417.00	13,417.00T																																																		
Annual Maintenance 12 Months - Hardware	1	17,831.00	17,831.00T																																																		
December 31, 2018 - December 30, 2019																																																					
<div data-bbox="263 1092 682 1480" data-label="Form"> <table border="1"> <tr> <td>Prepared by</td> <td><u>EB</u></td> <td>Date</td> <td><u>9/27/18</u></td> </tr> <tr> <td>Purchase order #</td> <td><u>20190071</u></td> <td>UQ:</td> <td><u>Y N</u></td> </tr> <tr> <td>Description:</td> <td colspan="3"><u>Annual Fee (Andrews Tech)</u></td> </tr> <tr> <td>Gl coding:</td> <td colspan="3">Amount(s):</td> </tr> <tr> <td>1</td> <td><u>1000160-51160</u></td> <td>1</td> <td><u>31,248.00</u></td> </tr> <tr> <td>2</td> <td></td> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> <td>3</td> <td></td> </tr> <tr> <td>4</td> <td><u>6</u></td> <td>4</td> <td></td> </tr> <tr> <td>5</td> <td></td> <td>5</td> <td></td> </tr> <tr> <td>6</td> <td></td> <td>6</td> <td></td> </tr> <tr> <td colspan="2">TOTAL</td> <td></td> <td><u>31,248.00</u></td> </tr> <tr> <td colspan="2"></td> <td></td> <td><u>11:30:48</u></td> </tr> </table> </div>				Prepared by	<u>EB</u>	Date	<u>9/27/18</u>	Purchase order #	<u>20190071</u>	UQ:	<u>Y N</u>	Description:	<u>Annual Fee (Andrews Tech)</u>			Gl coding:	Amount(s):			1	<u>1000160-51160</u>	1	<u>31,248.00</u>	2		2		3		3		4	<u>6</u>	4		5		5		6		6		TOTAL			<u>31,248.00</u>				<u>11:30:48</u>		
Prepared by	<u>EB</u>	Date	<u>9/27/18</u>																																																		
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TOTAL			<u>31,248.00</u>																																																		
			<u>11:30:48</u>																																																		
				 Inv# BEAU115 \$ 31,248.00 ANDREWS TECHNOLOGY HMS, INC. 09/27/2018 * Pages 1 FP1 D0C549S71 PO# 20190071																																																	

RECEIVED
 BEAUFORT COUNTY FINANCE
 2018 NOV 30 P 4:40

			Sales Tax (0.0%)	\$0.00
Phone #	Fax #	E-Mail	Payments/Credits	\$0.00
(888) 357-7299 Ext 4	(888) 445-6035	perry@andrewstechnology.net	Balance Due	\$31,248.00

RECEIVED

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

FEB 11 2019


Invoice

Date	Invoice #
2/6/2019	BEAU116

BEAUFORT COUNTY
 EMPLOYEE SERVICES

Bill To
Beaufort County Suzanne Gregory 102 Industrial Village Rd. Beaufort County, SC 29906

Ship To
Beaufort County Suzanne Gregory 102 Industrial Village Rd. Beaufort County, SC 29901

Description	Qty	Rate	Amount	P.O. No.	Terms																																				
					Due on receipt																																				
NOVAtime Time & Attendance System Usage																																									
Annual Charge: Employees (1500/month @ \$1.55 per employee for 12 months)	12	2,325.00	27,900.00T																																						
Annual Charge: Phone Entry Module (50/month @ \$1.00 per month)	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) 1248	12	100.00	1,200.00T																																						
<table border="1"> <tr> <td>March 1st 2019 to February 28, 2020</td> <td>Date</td> <td>2/12/19</td> </tr> <tr> <td>Purchase order #</td> <td>20190071</td> <td>UOY N</td> </tr> <tr> <td>Description:</td> <td colspan="2">Andrews Technology</td> </tr> <tr> <td>GL coding:</td> <td>Annual fee</td> <td>Amount(s):</td> </tr> <tr> <td>1</td> <td>10001160-51160</td> <td>32,700.00</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td colspan="2">TOTAL</td> <td>\$32,700.00</td> </tr> <tr> <td colspan="2">Date</td> <td>2/12/19</td> </tr> </table>				March 1st 2019 to February 28, 2020	Date	2/12/19	Purchase order #	20190071	UOY N	Description:	Andrews Technology		GL coding:	Annual fee	Amount(s):	1	10001160-51160	32,700.00	2			3			4			5			6			TOTAL		\$32,700.00	Date		2/12/19		
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TOTAL		\$32,700.00																																							
Date		2/12/19																																							
 <p>Inv# BEAU116 ANDREWS TECHNOLOGY HMS, INC. \$ 32,700.00 02/06/2019 # Pages 1 FP1 DOC612S129 PO# 20190071</p>																																									
				2019 FEB 15 P 3:17	RECEIVED BEAUFORT COUNTY FINANCE																																				

Account Total, including this invoice		\$32,700.00	Sales Tax (0.0%)	\$0.00
Phone #	Fax #	E-Mail	Payments/Credits	\$0.00
(888) 357-7299 Ext 4	(888) 445-6035	perry@andrewstechnology.net	Balance Due	\$32,700.00

24

O'Shields, Brenda

From: Haley, Christopher R. <chaley@sccourts.org>
Sent: Tuesday, April 30, 2019 2:55 PM
To: O'Shields, Brenda
Cc: Roseneau, Jerri; Perez, Ieshia
Subject: RE: CMS SCJD FY20
Attachments: Christopher R Haley.vcf

Hello Ms. O'Shields,

I appreciate you reaching out to me in regards to the contract services that SCJB provides Beaufort County. The contract for Hosted Services and Application Support is unchanged and will remain the same for the FY20 year. If you have any other questions, please feel free to contact me or my Executive Administrator, Mrs. Ieshia Perez. Thank you!

Best regards,

Chris

Christopher R. Haley
Director of Information Technology
South Carolina Judicial Branch

1220 Senate Street, Suite 108
Columbia, SC 29201
(803) 734-0617 Work
(803) 312-4922 Mobile
chaley@sccourts.org

From: O'Shields, Brenda [mailto:boshields@bcgov.net]
Sent: Tuesday, April 30, 2019 1:28 PM
To: Haley, Christopher R. <chaley@sccourts.org>
Cc: Roseneau, Jerri A. <jroseneau@bcgov.net>
Subject: CMS SCJD FY20

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good afternoon Mr. Haley: Jerri Roseneau, our Beaufort County Clerk of Court, will soon meet with our Purchasing Department regarding contract renewals for FY20.

Please advise as to whether our CMS contract will remain the same or whether there are modifications.

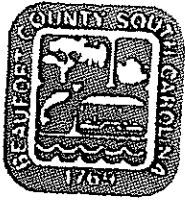
Brenda S. O'Shields

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>

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.





COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3—Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee  
FROM: Dave Thomas, CPPO, Purchasing Director *DT*  
SUBJ: **Statewide Court Case Management System (CMS) Software Support and Hosting Services**  
DATE: December 2, 2013

**BACKGROUND:** The Purchasing Department received a request from Beaufort County's Clerk of Court and Magistrate Court to renew the annual contract for the CMS software used by these courts. CMS is an application that is developed, maintained, trained and supported by the South Carolina Judicial Department (SCJD) to serve the operational needs of the Summary and Circuit Courts of South Carolina. The current term of this contract began July 1, 2013 and ends June 30, 2014 for a total cost of \$60,000.

**VENDOR INFORMATION:**

South Carolina Judicial Department:

**COST**

\$60,000

**FUNDING:** 10001030-51110, Clerk of Court, Maintenance Contracts  
10001081-51110, Magistrate – Beaufort, Maintenance Contracts  
10001082-51110, Magistrate – Bluffton, Maintenance Contracts  
10001085-51110, Magistrate – Bond Court, Maintenance Contracts

**FY 2013 COST:** \$30,000

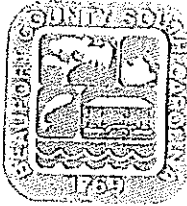
**FOR ACTION:** Finance Committee meeting occurring December 2, 2013

**RECOMMENDATION:** The Purchasing Department recommends that the Finance Committee approve and recommend to County Council the renewal of the CMS contract with the above referenced vendor for a total cost of \$60,000.

CC: Gary Kubic, County Administrator  
Bryan Hill, Deputy Administrator  
Alicia Holland, Chief Financial Officer  
Jerri Roseneau, Clerk of Court  
Lawrence P. McElynn, Chief Magistrate  
Dan Morgan, MIS Director

Att: South Carolina Judicial Department Invoice  
Software Support and Hosting Services MOU





COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT  
102 Industrial Village Road, Bldg 3—Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee  
FROM: Dave Thomas, CPPC, Purchasing Director *[Signature]*  
SUBJ: Statewide Court Case Management System (CMS) Software Support and Hosting Services  
DATE: December 2, 2013

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South Carolina Judicial Department

**COST**

\$60,000

**FUNDING:** 10001030-51110, Clerk of Court, Maintenance Contracts  
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**FY 2013 COST** \$30,000

**FOR ACTION:** Finance Committee meeting occurring December 2, 2013

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CC: Gary Kubic, County Administrator  
Bryan Hill, Deputy Administrator  
Alicia Hollard, Chief Financial Officer  
Jeri Roseneau, Clerk of Court  
Lawrence P. McElynn, Chief Magistrate  
Dan Morgan, MIS Director

Att: South Carolina Judicial Department Invoice  
Software Support and Hosting Services MOU



South Carolina Judicial Department  
Office of Finance and Personnel

1015 Sumter Street, Suite 161  
Columbia, South Carolina 29201  
Phone 803.734.1970 Fax 803.734.1963

INVOICE #2013 07  
DATE: SEPTEMBER 10, 2013

TO:  
Dan Morgan  
Beaufort County MIS Director  
PO Drawer 1228  
Beaufort, South Carolina 29901

FOR:  
Court Case Management System (CMS) Support  
July 2013 - June 2014

| DESCRIPTION                                                                          | AMOUNT   |
|--------------------------------------------------------------------------------------|----------|
| Court CMS Support for Beaufort County for the period of July 1, 2013 - June 30, 2014 | \$60,000 |
| TOTAL                                                                                | \$60,000 |

Make all checks payable to **South Carolina Judicial Department**  
Payment is due within 30 days.  
If you have any questions concerning this invoice, contact **Deborah Tilley, 803.734.1970, [dtalley@sccourts.org](mailto:dtalley@sccourts.org)**

County Invoice

SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

Statewide  
Court Case Management System  
(CMS)

Software Support and Hosting Services  
Memorandum of Understanding  
for Counties Hosted by SCJD

BEAUFORT COUNTY

June 30, 2011

This document identifies the responsibilities of Beaufort County and the South Carolina Judicial Department for ongoing support and hosting services for the Statewide Court Case Management System (CMS).

# SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

## INTRODUCTION

The South Carolina Judicial Department (SCJD) is hosting the statewide Court Case Management System for the counties of South Carolina in accordance with this document. Each county decides whether or not to have SCJD host, operate, and support this application for them on an individual basis. If a county decides to have SCJD host them, then this document serves as the description of the responsibilities of both the county and SCJD.

The statewide Court Case Management System is an application that is developed, maintained, trained and supported by the South Carolina Judicial Department (SCJD) to serve the operational needs of the Summary and Circuit Courts of South Carolina. SCJD has an in-house Court CMS application and support staff that work full-time on the Court CMS.

This document identifies the responsibilities for ongoing support and hosting services for the Court CMS by SCJD for the counties. Specifically, this document identifies the following:

- I. Period of Memorandum of Understanding (MOU)
- II. County Responsibilities
- III. SCJD Responsibilities
- IV. Ownership of Data
- V. Support Procedures
- VI. Performance Measures
- VII. Costs to the County
- VIII. Signatures

# SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

## Memorandum of Understanding (MOU)

This Memorandum of Understanding, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between BEAUFORT COUNTY, hereinafter referred to as the *COUNTY*,

AND

SOUTH CAROLINA JUDICIAL DEPARTMENT hereinafter referred to as the *SCJD*.

SCJD is providing the County with the statewide Court Case Management System, hereinafter referred to as *Court CMS*.

### I. PERIOD OF MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be in effect during the time the County utilizes the Court CMS hosting by SCJD.

### II. COUNTY RESPONSIBILITIES

- A. The County must keep all court computers, scanners, and printers in good working condition.
- B. The County must keep all computers up-to-date with critical security (including virus and spyware) and operating system patches and updates.
- C. The County must keep all court computers up-to-date with the minimum hardware, operating system, and Microsoft Office versions as identified as minimum system requirements for the court as documented in the *SCJD Hardware, Software, and Networking Guidelines*.
- D. The County must maintain reliable county email such that all court users in the County have a valid and working email address.
- E. The County must maintain a reliable, high-speed internet connection of adequate bandwidth as mutually agreed to by the County and SCJD.
- F. The County must maintain local area network wiring and/or wireless connections within the judicial facilities in good working condition for use and access by the court users.
- G. The County must provide written notice of staff changes to SCJD within five (5) working days so credentials can be created, updated, or scheduled for deletion as appropriate. In cases of emergency departure of staff, the county should provide written notice to SCJD within 24 hours of the change.
- H. The County must follow the procedures identified in the Support Procedures section of this document when requesting support from SCJD.

## SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

1. The County is responsible for enforcing an Acceptable Use Policy (AUP) for all county CMS users.
2. The County shall support and assist SCJD in identifying and clarifying problems encountered by the County and shall make available source documents or data files as may be necessary to isolate or replicate a problem condition.

### III. SCJD RESPONSIBILITIES

- A. For the hosting of the Court CMS, SCJD will follow industry best practices and standards for the operation and support of this system. SCJD will employ the same rigor and standards to the hosting of the Court CMS for the counties as it does for its own internal systems for the Supreme Court, Court of Appeals, Office of the Chief Justice, and Court Administration. For the hosting of the Court CMS, SCJD has the following responsibilities pertaining to the production environment:
  1. SCJD will maintain the Court CMS operational on dedicated servers within the SCJD data center.
  2. SCJD will utilize a Citrix hosting platform that enables the users to access the Court CMS through an Internet Explorer browser.
  3. SCJD will keep the Court CMS production servers current with all security and operating system patches.
  4. SCJD will keep the licensing of the required commercial-off-the-shelf (COTS) software current (i.e., SQL Server, Citrix, Microsoft operating systems, etc.) on the Court CMS production servers.
  5. SCJD will keep the hardware components of the Court CMS production servers operational and in good working condition.
  6. SCJD will configure the Court CMS production environment such that each hosted county has its data maintained separately from other hosted county's data. Note that the County maintains ownership of its own data. If the County chooses to use the imaging functionality of the Court CMS, the County will be allocated a minimum of 10 GB of online disk space for the storage of court images. The use of disk storage will be actively monitored and managed to maintain acceptable response and performance times. If the County uses significantly more than 10 GB for the storage of images, SCJD reserves the right to review with the County additional and/or supplementary options with performance and costs being the primary factors of consideration.
  7. SCJD will operate the current release of the Court CMS in the hosted production environment. Note that upon distribution of a new release of the Court CMS, the hosted production environment will be operating one (1) release back until production testing is successfully completed on the new release of the Court CMS.

## SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

8. SCJD will perform data and system backups in accordance with the SCJD System and Data Backup Schedule:
  - a) Incremental system and data backups are conducted nightly.
  - b) Complete system and data backups are conducted weekly.
  - c) Backup media are stored and maintained in accordance with the SCJD System and Data Backup Schedule.
9. SCJD will follow the procedures as defined in the SCJD Disaster Recovery Plan (in process) in the event that data needs to be restored.
10. SCJD will provide Court CMS production environment security in accordance with the SCJD Technology Security Policy (in process).
11. SCJD will provide system administration to the Court CMS production environment by SCJD authorized system administrators only.
12. SCJD will perform general system maintenance after normal business hours. Counties will be provided with at least one (1) week of notice of general system maintenance.
13. SCJD will perform emergency system maintenance when issues are severely impacting system integrity and/or performance. In these situations, SCJD will address the issues in the production environment utilizing every available means to rectify the problem. In some severe cases, the production environment servers may be shut down immediately. When emergency system maintenance is needed and/or taking place, notification will be sent to the county Court CMS users with an estimated time when service will resume. Note that SCJD reserves the right to restrict or stop all system operations in the event of any major system issues that may cause loss of operational integrity, unauthorized data movement or loss and/or potential corruption across the system.
14. SCJD will install, configure, and put into the production environment, new releases, patches, upgrades, and versions to the Court CMS after it has been issued to the counties for production and it has been tested and validated for production by the CMS support team on behalf of the hosted counties.

## SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

- B. SCJD has the following responsibilities for the software support, maintenance, and enhancements of the Court CMS.
1. Application software support services for the current version of the Court CMS and one (1) version back from the current version of the Court CMS.
  2. Application software support services through the SCJD Call Center for the Court CMS during normal working hours of Monday through Friday, 8:30 am – 5:00 pm. Services include technical assistance in troubleshooting and resolving problems/questions associated with the Court CMS.
  3. Application software support services are available through the SCJD paging notification system after hours, during holidays, and weekends.
  4. Court CMS enhancements developed by the SCJD shall be made available to the County as an update to the current version.
  5. New releases of the Court CMS are made available periodically for the County, which include major and significant technical updates and functional improvements.
  6. Testing of new releases, patches, upgrades, and versions of the Court CMS on behalf of the County to validate its readiness for the production environment.
  7. Table configuration changes, e.g., the addition of officers or new users, will be performed by the authorized SCJD system administrator support person.
  8. Updates to the Court CMS which are required as a result of changes to the laws, regulations, legislation, administrative directives, or rules of the State of South Carolina or the uniform rules of South Carolina Courts.
  9. If system issues arise that require modifications of the application or non-development data that are not a result or caused by the operations of the SCJD production environment, the procedures defined for modifications to the Court CMS as documented in the SCJD Court CMS Application Modification Procedures will be followed.

#### IV. OWNERSHIP OF DATA

Data collected is the property of the County and no use shall be made thereof without the written permission of the County.



## SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

### V. SUPPORT PROCEDURES

The SCJD Call Center is the means of communication between the County and the SCJD regarding Court CMS issues.

- A. During normal working hours of Monday through Friday, 8:30 am through 5:00 pm, SCJD will provide support through the SCJD Call Center utilizing the standard Court CMS support procedures:
  - 1. The County will designate a person in each court agency, i.e., Clerk of Court's office and Magistrate Court's office, as the first level of support (Tier I support).
  - 2. End users will contact the designated Tier I person in their court agency when Court CMS questions or issues arise.
  - 3. If the problem cannot be resolved by the Tier I support person, that person will log a support ticket in the SCJD call tracking system. The call tracking system is monitored by the SCJD support team at the SCJD Call Center. The SCJD support team will communicate with the Tier I support person to answer the question or resolve the issue.
  - 4. Requests for table configuration changes, e.g., the addition of officers or new users, will be submitted through the SCJD call tracking system.
- B. After hours, during holidays, and weekends, end users may access the SCJD paging notification system by calling 803-734-1200 to request technical assistance for emergency issues.

### VI. PERFORMANCE MEASURES

Three primary performance measures will be monitored, reported, and reviewed by SCJD with each hosted county on a periodic basis.

- A. Court CMS system uptime of the hosting operations production servers will average 99% on an annual basis.
- B. SCJD will acknowledge support calls during normal business hours within 20 minutes. Note that SCJD will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 20 minutes.
- C. SCJD will acknowledge support calls during holidays, weekends, and after hours within 30 minutes. Note that SCJD will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 30 minutes.

SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)

VII. COSTS TO THE COUNTY

A. Hosting Operations

The County will pay a hosting cost of \$30,000.00 to SCJD on an annual basis beginning on July 1, 2013.

B. Application Support

The County will continue to pay an application support cost of \$25,000.00 to SCJD until July 1, 2012. This amount was calculated based on 2000 Census population data. The application support cost will increase to \$30,000.00 on an annual basis beginning on July 1, 2012, due to the increase in County population in the 2010 census data.

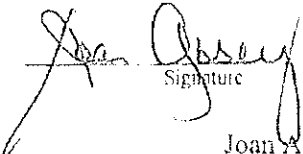
| <u>Effective Date</u> | <u>County Costs</u> | <u>Description of Costs</u>           |
|-----------------------|---------------------|---------------------------------------|
| July 1, 2011          | \$25,000.00         | Application Support (2000 Census)     |
| July 1, 2012          | \$30,000.00         | Application Support (2010 Census)     |
| July 1, 2013          | \$60,000.00         | Application Support and Hosting Costs |

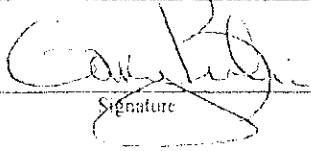
SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)


VIII. SIGNATURES


SOUTH CAROLINA JUDICIAL DEPARTMENT

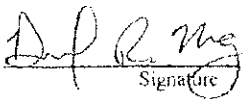
BEAUFORT COUNTY

  
Signature  
June 30, 2011  
Date  
Joan Assey  
Name (Please Print.)  
Director of Information Technology  
Title

  
Signature  
7/6/11  
Date  
Gary Kubie  
Name (Please Print.)  
County Administrator  
Title

  
Signature  
7-6-11  
Date  
Jerri Ann Roseneau  
Name (Please Print.)  
Clerk of Court  
Title

  
Signature  
7-6-11  
Date  
Darlene Rogers Smith  
Name (Please Print.)  
Chief Magistrate  
Title

  
Signature  
7-6-11  
Date  
Dan Morgan  
Name (Please Print.)  
Information Technology Director  
Title

25

**Fiscal Year 2020 NewVision Maintenance**

| QTY                                                                                             | SOFTWARE MAINTENANCE SUPPLIED TO<br>BEAUFORT COUNTY                                                                                                                                                                                                              | RENEWAL<br>PRICE<br>(7/1/2019<br>TO<br>6/30/2020) |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>OFFICIAL RECORDS SYSTEM SOFTWARE<br/>(RECORDSNG)</b>                                         |                                                                                                                                                                                                                                                                  |                                                   |
| 1                                                                                               | NEWVISION RECORDSNG SYSTEM FOR<br>PROCESSING UP TO 100,000 OFFICIAL<br>RECORDS PER YEAR INSTALLED AS PART<br>OF AN EXTENDED MAINTENANCE<br>AGREEMENT. RECORDSNG MAINTENANCE<br>PRICE INCLUDES UNLIMITED NUMBER OF<br>WORKSTATIONS AND FEATURES ITEMIZED<br>ABOVE | \$30,167                                          |
| <b>MAINTENANCE FOR SOFTWARE SUPPLIED<br/>TO BEAUFORT COUNTY NOT INCLUDED<br/>WITH RECORDSNG</b> |                                                                                                                                                                                                                                                                  |                                                   |
| 3                                                                                               | NEWVISION INDEX/VERIFY SOFTWARE -<br>AUDITOR AND ASSESSOR WORKSTATIONS                                                                                                                                                                                           | \$2,301                                           |
| 1                                                                                               | TAX ASSESSOR MODULE (OCCASIONAL USE)<br>PO20110277                                                                                                                                                                                                               | \$184                                             |
| 1                                                                                               | NEWVISION IMAGE WRITER RUNTIME<br>SOFTWARE                                                                                                                                                                                                                       | \$986                                             |
| 17                                                                                              | ORACLE (OR SQL SERVER) RDBMS<br>FURNISHED BY THE COUNTY - NEWVISION<br>DATABASE TABLE MAINTENANCE                                                                                                                                                                | \$6,205                                           |
| 1                                                                                               | NEWVISION PRINT QUEUE MANAGEMENT<br>SOFTWARE                                                                                                                                                                                                                     | \$820                                             |
| 1                                                                                               | PROBLEM DETERMINATION - HW & SW                                                                                                                                                                                                                                  | \$4,863                                           |
| 1                                                                                               | BACKFILE DATA ENTRY PROGRAM                                                                                                                                                                                                                                      | \$3,096                                           |
| 1                                                                                               | ELECTRONIC RECORDING                                                                                                                                                                                                                                             | \$2,406                                           |
| 1                                                                                               | BROWSEVIEW ON-LINE SEARCH                                                                                                                                                                                                                                        | \$1,020                                           |
| <b>TOTAL SW MAINTENANCE FOR INSTALLED<br/>SYSTEM</b>                                            |                                                                                                                                                                                                                                                                  | <b>\$52,048</b>                                   |



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Animal Control Ordinance Amendments

#### Council Committee:

Governmental February 25, 2019 recommend approval with amendments

#### Meeting Date:

County Council June 10, 2019

#### Committee Presenter (Name and Title):

Tallulah Trice, Animal Services Director and Chris Inglese, Assistant County Attorney

#### Issues for Consideration:

Amendments coming out of Committee:

1. Added definition of "provocation"
2. removed Sec. 14-32 paragraph 6 down to a subset (b) and added language clarifying discretionary power of magistrate
3. added language holding in abeyance the temporary restraints in instance when ASO takes temporary possession of a dangerous animal

#### Points to Consider:

Municipalities have all passed first reading. Once County Council approves on first reading and second reading (with public hearing) we will request the municipalities move forward with second/final reading.

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Deny, Approve with Amendments

#### Recommendation:

Approve proposed amendments as recommended by Governmental Committee.

**ORDINANCE NO. 2019 / \_\_\_\_**

**TEST AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS**

**WHEREAS**, Beaufort County Animal Services (“BCAS”) have been engaged in the enforcement of Chapter 14 of the Beaufort County Code of Ordinance; and

**WHEREAS**, BCAS have the experience to make recommendations for the improvements and amendments to Chapter 14; and

**WHEREAS**, BCAS have been enforcing Chapter 14 in the municipalities pursuant to those certain Intergovernmental Agreements entered into between Beaufort County and the four municipalities in 2016; and

**WHEREAS**, the Town of Hilton Head Island, the Town of Bluffton, City of Beaufort and the Town of Port Royal have all considered and approved (on First Reading) the recommended amendments; and

**NOW, THEREFORE, BE IT ORDAINED** that County Council, at a duly assembled meeting, hereby approves the text amendment shown below where in added text is **highlighted in yellow** and deleted text is ~~struck through~~:

DONE this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

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

## Chapter 14 - ANIMALS<sup>[1]</sup>

Footnotes:

--- (1) ---

**Cross reference**— Environment, ch. 38; health and sanitation, ch. 46; agricultural use regulations, § 106-1156 et seq.

### ARTICLE I. - IN GENERAL

Secs. 14-1—14-25. - Reserved.

### ARTICLE II. - ANIMAL CONTROL<sup>[2]</sup>

Footnotes:

--- (2) ---

**Editor's note**— [Ord. No. 2015/27](#), adopted Oct. 12, 2015, amended art. II in its entirety to read as herein set out. Former art. II pertained to the same subject matter, consisted of §§ 14-26—14-37, and derived from [Ord. No. 2010/7, adopted Apr. 26, 2010](#); [Ord. No. 2010/27, adopted Nov. 8, 2012](#); [Ord. No. 2015/18, adopted Jun. 23, 2015](#); [Ord. No. 2015/23, adopted Aug. 10, 2015](#); and [Ord. No. 2015/26, adopted Sept. 28, 2015](#).

Sec. 14-26. - Authority for and enactment of chapter.

Sec. 14-26. - Authority for and enactment of chapter.

This article is hereby authorized by S.C. Code 1976, § 47-3-20, as amended. ( Ord. No. 2015-27, 10-12-2015 )

#### **Sec. 14-27. - Definitions.**

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

*Abandonment* shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

*Animal* shall mean a live vertebrate creature except a human being.

*Animal services director* means any person so appointed by the county administrator.

*Animal services facility* shall mean any facility so designated by the county council.

*Animal services officer* shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

*BCAS* shall mean Beaufort County Animal Services, any place or premises designated by Beaufort County Council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

*Breeder* shall mean any person owning unaltered pets with the intent of selling pets' offspring.

*Domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

*Dub* shall mean to trim or remove.

*Feral* shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

*Infraction* shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

*Kennel* shall mean a small shelter for a dog, cat or other animal.

*Livestock* shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

*Muzzle* shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

*Non-domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

*Nuisance* shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

1. Has a property right in an animal;
2. Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
3. Permits an animal to remain on or about any premises occupied by him or her for three or more days.

*Pet* shall mean any animal which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Pit Bull* shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American



Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

*Provocation* shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

*Serious injury* shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

*Shelter* shall mean a structure made of durable material with 4 walls, a roof and floor, that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

*Tethering* shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.

*Unaltered* shall mean a pet which has not been spayed or neutered.

*Under restraint* shall mean when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.

( Ord. No. 2015/27, 10-12-2015 )

Cross reference— Definitions generally, § 1-2. **Sec. 14-28. - County pet license; rabies vaccination tags.**

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.**

(a) Eligibility. The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.

(b) Permanent identification requirement. A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see Section 14-30.

(c) Pets previously microchipped. If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:

(1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.

(2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

(3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.

(d) County license and fees.

The Director of BCAS shall establish a fee schedule subject to the approval of County Council.

All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.

Lifetime pet license. To be eligible for a lifetime pet license a pet shall:

(1) Be spayed or neutered

(2) Microchipped

(3) Pay the appropriate one-time fee per the published fee schedule.

Annual Pet license. All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:

(1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.

(2) Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

( Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.**

(a) For the purposes of this section, a restricted dog shall be defined as a Pit bull.

(b) No person may own, keep, or harbor a restricted dog in violation of this section.

(c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof one of the following exemptions applies:

(1) The restricted dog is less than four months of age;

(2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance.

(3) The determination of the dog's breed is under appeal pursuant to section 14-30(f);

(4) The owner or custodian has owned or had custody of the dog less than 30 days.

(d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.

(e) Determination of breed and appeal of determination.

(1) Determination. The director of BCAS or his or her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for pit bulls shall not be construed to indicate the dog is not a pit bull dog under this section.

(2) Notice. Upon determination of the breed, the animal services officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the

determination of breed, mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.

(3) [Compliance.] The owner or custodian of an unaltered restricted dog shall comply with this article within 10 days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance the original owner or custodian must provide BCAS with the new owner's name and address.

(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-31. - Pet breeder license, inspection and fees.**

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

(a) Individuals engaged or intending to engage in breeding, , must obtain a non-transferable, pet breeder license from BCAS.

(b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.

(c) BCAS shall conduct an inspection of the identified property for the pet breeders license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.

(d) To qualify for a pet breeder license the applicant must demonstrate the following:

(1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.

(2) All pet enclosures must be constructed in such a manner they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.

(3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.

(4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

(e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.

(f) The pet breeder license fee published in the fee schedule approved by County Council. The license shall expire 365 days after the date it is issued.

(g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by the Beaufort County Animal Services.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-32. – Dangerous animals.**

(a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:

- (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
- (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;
- (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
- (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting;
- (5) An animal which is used as a weapon in the commission of a crime;
- ~~(6) An animal which causes serious injury to a human being, other than the owner, regardless of provocation or location.~~

(b) Notwithstanding paragraph (a) above, a Magistrate Judge may (or may not) deem an animal a Dangerous Animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, *when an attack results in serious injury to a human.*

(c) Declaration of a dangerous animal, confinement requirements, and final determination of dangerous animal declaration.

(1) Declaration. An animal services officer or law enforcement officer, in his or her discretion, may **make an initial determination that** an animal **is** dangerous. Upon **the initial** determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.

(2) When, in the discretion of an animal services officer or law enforcement officer, the animal initially determined to be dangerous has caused injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a Magistrate Judge. **When an animal services officer or law enforcement officer take temporary possession of an animal pursuant to the section, the**

requirements of paragraph "a" through "e" below shall be held in abeyance during the pendency of a hearing.

(3) Confinement requirements and registration. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration:

- a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
- b. The pen or kennel must be clearly marked as containing a dangerous animal.
- c. No person shall permit a dangerous animal to go outside its kennel or pen unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.
- d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.
- e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to County Council approval.

(3) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable.

(e) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-33. - Running at large.**

(a) [Unlawful.] It shall be unlawful for any owner or custodian of any dog to permit the same to run at large except on property owned or rented by the owner or custodian. All dogs, must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) Exemption. Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control at any hour from October 1 through March 31.

No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.

From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing-eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.

(c) Exempt dogs. Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-34. - Nuisance pets or livestock.**

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.

(2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

(3) Failure to maintain a dangerous animal in a manner other than that which is described in section 14-32.

(4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.

(6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(7) Maintaining a pet or livestock that is diseased and dangerous to the public health.

(8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.

(c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

( [Ord. No. 2015/27, 10-12-2015](#) )

(d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this Section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in Chapter 14 of this Code.

(1) No person shall be charged with violating this Section unless a written warning was given to the owner or person in custody of the animal by an Animal Services Officer or police officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, or it is posted upon the property of the owner or person in custody or mailed first-class to such person. Such records are prima facie evidence that such warnings were given.

(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this Section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.

( [Ord. No. 2015/27, 02-01-2018](#) )

**Sec. 14-35. - Animal cruelty.**

(a) Animal care generally. It shall be unlawful for an owner to fail to provide his animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, and humane care and treatment.

(b) Mistreatment. It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) Physical alteration. It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears or tail or wattle or comb, except a licensed veterinarian.



(d) Abandonment. It shall be unlawful for any owner to abandon an animal.

(e) Unlawful tethering. No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

(f) No animal shall be tethered during any named Tropical Storm or named Hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a Tropical Storm or named Hurricane is expected to impact Beaufort County when a Tropical Storm Watch, Warning or evacuation or a Hurricane Watch, Warning or evacuation is in effect for Beaufort County.

(1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

- a. Inside a pen or secure enclosure; or
- b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
- c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.

(2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding or herding cattle or other livestock or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-36. - Sale of animals, pets or livestock.**

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.

(b) No person shall offer an animal, pet or livestock as an inducement to purchase a product, commodity, or service.

(c) No person shall sell, offer for sale, or give away any animal or pet **four (4) weeks of age**, except as surrender to the county animal services facility or to a licensed pet rescue organization.

(d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section **14-36**.

(e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.**

(a) Seizure and right of entry. If the owner does not give permission to the animal services officers for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the animal services officers shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.

(b) Citation. The animal services officers shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time and date and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the animal services officers shall post a copy of the notice at the property where the animal was seized.

(c) Custody. The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.

(d) Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes.

( **Ord. No. 2015/27, 02-01-2018** )

**Sec. 14-38. - Impoundment.**

(a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.

(b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at its animal care facility.

(c) The owner of a pet or livestock that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has **10 days** from the date of mailing to contact BCAS for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within **10 days** of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For pets or livestock impounded at BCAS, the director of animal services, or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the pet or livestock humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).

(d) Notwithstanding the above, pets or livestock impounded at BCAS, which are deemed by the director of animal services, or his/her designee or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain or near death may be humanely euthanized immediately.

(e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

( [Ord. No. 2015/27, 10-12-2015](#) )

**(f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the Beaufort County Animal Shelter and or affiliated organizations as soon as possible for the mandatory holding period.**

#### **Sec. 14-39. - Redemption.**

(a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:

**(1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director of animal services or his/her designee, may issue a warning or Administrative Citation for the first offense at their discretion after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to County Council approval.**

**(2) In addition to the administrative penalty, for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered, an appropriate microchip license fee, the**

charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.

(3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections 14-29(e)(1)—(4) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.

(b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.

(c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-40. - Adoption.** (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) The county animal services director or designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to the animal services department, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-41. - Trapping.**

(a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock or domestic animals within Beaufort County without prior approval from the animal services department. Any pets, livestock or domestic animals trapped with prior approval from the animal services department will be reported or delivered to the animal services department for purposes of identification of the pet's

owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the Beaufort County Animal Services Department or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the animal services department. If a trapped animal is in need of immediate attention, the animal services department or 911 will be notified immediately of the animal in distress.

(b) Exemption. Trapping is permitted for hogs.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-42. - Management of feral cat colonies.**

(a) Definitions.

Caregiver means any person who provides food, water or shelter to or otherwise cares for a feral cat colony and has made application to the animal services department for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming, or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

(b) Feral cat colony management. Feral cat colonies shall be permitted (no fee) by the Beaufort County Animal Services Department and caregivers shall be responsible for applying for the permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by animal services department.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-43. - Livestock.**

(a) All livestock shall be properly housed with adequate food, water and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.

(b) Owners or possessors of livestock impounded for violation of this article or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.

(c) Impounded livestock shall be held for a period of ~~21~~ 10 days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of the Beaufort County Animal Services Department.

(d) Exception: No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other section within this chapter reference livestock this section shall be controlling.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-44. - Importation of exotic animals prohibited.**

(a) Definition. An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as Ferae naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds or insects.

(b) Unlawful act. It shall be unlawful for any person, firm, or corporation to import into Beaufort County, any venomous reptile or any other exotic animal.

(c) Exceptions. This division shall not apply to following entities:

(1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).

(2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.

(3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.

(4) A team mascot for a university or educational facility.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).**

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with Beaufort County Animal Services Department and any state, county or municipal law enforcement agencies.

( [Ord. No. 2015/27, 10-12-2015](#) )

(A) Vaccinations: It shall be unlawful for any owner of a dog or cat four (4) months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by veterinarian for medical reasons. All dogs and cats shall be vaccinated at four (4) months of age (unless recommended otherwise by veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the County from a location outside the County shall comply with this Section within 30 days after having moved into the County by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.

(B) Proof of Vaccination: It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness or other device worn on the dog

(C) Harboring Unvaccinated Dogs and Cats: It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(D) Non-transferability: Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

(E) Exceptions: No person charged with violating 14-45 Rabies Control shall be convicted if he produces in Court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

**Sec. 14-46. - Interference with animal services officers.**

It shall be unlawful for any person to interfere with, hinder, or molest an animal services officers in the performance of his or her duties or seek to release any pet or livestock in his/her custody without his/her consent.

( [Ord. No. 2015/27, 10-12-2015](#) )

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**Sec. 14-47. - Enforcement and penalties.**

(a) The animal services officers of the Beaufort County Animal Services Department shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control and custody of pets or livestock covered by this article. All violations of this article shall be heard by the Beaufort County Magistrate Court.

(b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and county council has acted favorably on such request and has so notified such municipality of its approval of such request.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the magistrate courts or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (f) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in non-compliance of a Final Dangerous Dog Determination of the Court, a Magistrate may order possession and custody of the animal to be surrendered permanently to the Beaufort County Animal Shelter.

**-(f) Infractions Resulting in Administrative citations and penalties.**

In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code Section 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this Chapter subject to administrative citation and penalty are in the discretion of the Animal Services Officer and include but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and warnings for a noisy public nuisance animal. Animal cruelty charges and Dangerous Dog Determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection and administrative review of administrative citations and penalties.

A. Notice of infraction. If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the animal services officer.

B. Content of citation. The administrative citation shall be issued on a form approved by the Director of Beaufort County Animal Services and shall contain the following information:

1. Date, location and approximate time of the infraction;
2. The ordinance violated and a brief description of the infraction;

3. The amount of the administrative penalty imposed for the infraction;
4. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
5. Instructions on how to appeal the citation;
6. The signature of the animal control officer.

The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

#### C. Service of citation.

1. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the animal control officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
2. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the animal control officer shall attempt to deliver the administrative citation to him/her. If the animal control officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
3. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The citation shall also be mailed to any additional addresses for the owner in department records.

#### D. Administrative penalties.

1. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
  - i. One hundred dollars (\$100.00) for a first infraction;
  - ii. Two hundred dollars (\$200.00) for a second infraction of the same administrative abatement order within one year;
  - iii. Five hundred dollars (\$500.00) for each additional infraction of the administrative abatement order within one year.
2. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
3. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
4. The penalties assessed shall be payable to the Beaufort County Treasurer.
5. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
6. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Magistrate court of Beaufort County.

#### E. Administrative appeal of administrative citation.

1. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Department. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation set forth in subsection C. above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:

- i. A brief statement setting forth the appellant's interest in the proceedings;
- ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
- iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
- iv. The notice of appeal must be signed by the appellant;
- v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the Administrative Appeal will be scheduled;
- vi. Indigence must be proved to have the deposit waived.

2. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

- i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing.
- ii. The administrative hearing regarding the administrative citation shall be held before the Public Safety Director, or a designee. The hearing officer shall not be the investigating animal control officer who issued the administrative citation or his immediate supervisor. The Director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
- iii. Conduct of the hearing. The investigating animal control officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating animal control officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.
- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.

F. Appeal to Circuit Court. Any person who receives an unfavorable decision from the decision of an Administrative Appeal may file an appeal with the Circuit Court in Beaufort County. The appeal to

Circuit Court must be filed within thirty (30) days of the notice of the Administrative Officer's decision being mailed to the recipient of an Administrative citation.

**ORDINANCE NO. 2019 / \_\_\_\_**

**TEST AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS**

**WHEREAS**, Beaufort County Animal Services (“BCAS”) have been engaged in the enforcement of Chapter 14 of the Beaufort County Code of Ordinance; and

**WHEREAS**, BCAS have the experience to make recommendations for the improvements and amendments to Chapter 14; and

**WHEREAS**, BCAS have been enforcing Chapter 14 in the municipalities pursuant to those certain Intergovernmental Agreements entered into between Beaufort County and the four municipalities in 2016; and

**WHEREAS**, the Town of Hilton Head Island, the Town of Bluffton, City of Beaufort and the Town of Port Royal have all considered and approved (on First Reading) the recommended amendments; and

**NOW, THEREFORE, BE IT ORDAINED** that County Council, at a duly assembled meeting, hereby approves the text amendment shown below where in added text is highlighted in yellow and deleted text is struck through:

DONE this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

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

## Chapter 14 - ANIMALS<sup>[1]</sup>

Footnotes:

--- (1) ---

**Cross reference**— Environment, ch. 38; health and sanitation, ch. 46; agricultural use regulations, § 106-1156 et seq.

### ARTICLE I. - IN GENERAL

Secs. 14-1—14-25. - Reserved.

### ARTICLE II. - ANIMAL CONTROL<sup>[2]</sup>

Footnotes:

--- (2) ---

**Editor's note**— [Ord. No. 2015/27](#), adopted Oct. 12, 2015, amended art. II in its entirety to read as herein set out. Former art. II pertained to the same subject matter, consisted of §§ 14-26—14-37, and derived from [Ord. No. 2010/7, adopted Apr. 26, 2010](#); [Ord. No. 2010/27, adopted Nov. 8, 2012](#); [Ord. No. 2015/18, adopted Jun. 23, 2015](#); [Ord. No. 2015/23, adopted Aug. 10, 2015](#); and [Ord. No. 2015/26, adopted Sept. 28, 2015](#).

Sec. 14-26. - Authority for and enactment of chapter.

Sec. 14-26. - Authority for and enactment of chapter.

This article is hereby authorized by S.C. Code 1976, § 47-3-20, as amended. (Ord. No. 2015-27, 10-12-2015)

#### **Sec. 14-27. - Definitions.**

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

*Abandonment* shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

*Animal* shall mean a live vertebrate creature except a human being.

*BCAS* shall mean Beaufort County Animal Services

*BCAS Director* means any person so appointed by the County Administrator.

*BCAS Facility* shall mean any facility so designated by the County Council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this Chapter.

*BCAS Officer* shall mean any person employed by the County as an enforcement officer of the provisions of this Chapter.

*Breeder* shall mean any person owning unaltered pets with the intent of selling pets' offspring.

*Domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

*Dub* shall mean to trim or remove.

*Feral* shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

*Infraction* shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

*Kennel* shall mean a small shelter for a dog, cat or other animal.

*Livestock* shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

*Muzzle* shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

*Non-domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

*Nuisance* shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three (3) or more days.

*Pet* shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Pit Bull* shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

*Provocation* shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

*Serious injury* shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

*Shelter* shall mean a structure made of durable material with four (4) walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

*Tethering* shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.

*Unaltered* shall mean a pet which has not been spayed or neutered.

*Under restraint* shall mean when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.

(Ord. No. 2015/27, 10-12-2015 )

Cross reference— Definitions generally, § 1-2. **Sec. 14-28. - County pet license; rabies vaccination tags.**

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the County for the purpose of establishing residency shall have thirty (30) days in which to obtain the license.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.**

(a) Eligibility. The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.



(b) Permanent identification requirement. A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see Section 14-30.

(c) Pets previously microchipped. If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:

(1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.

(2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

(3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.

(d) County license and fees.

The BCAS Director shall establish a fee schedule subject to the approval of County Council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.

(1) Lifetime pet license. To be eligible for a lifetime pet license a pet shall:

- a. Be spayed or neutered
- b. Microchipped
- c. Pay the appropriate one-time fee per the published fee schedule.

(2) Annual Pet license. All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:

a. Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.

b. Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

( Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.**

(a) For the purposes of this section, a restricted dog shall be defined as a Pit bull.

(b) No person may own, keep, or harbor a restricted dog in violation of this section.

(c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:

(1) The restricted dog is less than four months of age;

(2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;

(3) The determination of the dog's breed is under appeal pursuant to section 14-30(f); or

(4) The owner or custodian has owned or had custody of the dog less than 30 days.

(d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.

(e) Determination of breed and appeal of determination.

(1) Determination. The BCAS Director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the Director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for pit bulls shall not be construed to indicate the dog is not a pit bull dog under this section.

(2) Notice. Upon determination of the breed, the BCAS Officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed, mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.

(3) Compliance. The owner or custodian of an unaltered restricted dog shall comply with this article within ten (10) days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.

(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten (10) days of service of the notice.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-31. - Pet breeder license, inspection and fees.**

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

(a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.

(b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.

(c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.

(d) To qualify for a pet breeder license the applicant must demonstrate the following:

(1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.

(2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.

(3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.

(4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

(e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.

(f) The pet breeder license fee published in the fee schedule approved by County Council. The license shall expire 365 days after the date it is issued.

(g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-32. – Dangerous animals.**

(a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:

(1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;

(2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;

(3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;

(4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or

(5) An animal, which is used as a weapon in the commission of a crime.

(b) Notwithstanding Paragraph (a) above, a Magistrate Judge may (or may not) deem an animal a Dangerous Animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, *when an attack results in serious injury to a human.*

(c) Declaration of a Dangerous Animal, confinement requirements, and final determination of a Dangerous Animal declaration.

(1) Declaration. A BCAS Officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.

(2) When, in the discretion of a BCAS Officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a Magistrate Judge. When a BCAS Officer or law enforcement officer takes temporary possession of an animal pursuant to this Section, the requirements of Section 3 Paragraphs "a" through "e" below shall be held in abeyance during the pendency of a hearing.

(3) Confinement requirements and registration. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration:

a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.

b. The pen or kennel must be clearly marked as containing a dangerous animal.

c. No person shall permit a dangerous animal to go outside its kennel or pen unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.

d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.

e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to County Council approval.

(4) Final determination of dangerous animal declaration. Notice of a declaration of a Dangerous Animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable.

(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-33. - Running at large.**

(a) Unlawful. It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) Exemption. Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control at any hour from October 1 through March 31.

No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.

From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing-eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.

(c) Exempt dogs. Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-34. - Nuisance pets or livestock.**

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.

(2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

(3) Failure to maintain a Dangerous Animal in a manner other than that which is described in section 14-32.

(4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.

(6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(7) Maintaining a pet or livestock that is diseased and dangerous to the public health.

(8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.

(c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

( [Ord. No. 2015/27, 10-12-2015](#) )

(d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this Section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in Chapter 14 of this Code.

(1) No person shall be charged with violating this Section unless a written warning was given to the owner or person in custody of the animal by a BCAS Officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first-class to such person. Such records are prima facie evidence that such warnings were given.

(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this Section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.

( Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-35. - Animal cruelty.**

(a) Animal care generally. It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, and humane care and treatment.

(b) Mistreatment. It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) Physical alteration. It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the County. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.

(d) Abandonment. It shall be unlawful for any owner to abandon an animal.

(e) Unlawful tethering. No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow

the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named Tropical Storm or named Hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a Tropical Storm or named Hurricane is expected to impact Beaufort County when a Tropical Storm Watch, Warning or evacuation or a Hurricane Watch, Warning or evacuation is in effect for Beaufort County.

(1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

- a. Inside a pen or secure enclosure;
- b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
- c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.

(2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-36. - Sale of animals, pets or livestock.**

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.

(b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.

(c) No person shall sell, offer for sale, or give away any animal or pet four (4) weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.

(d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.



(e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.**

(a) Seizure and right of entry. If the owner does not give permission to the BCAS Officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS Officer shall petition the appropriate Magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.

(b) Citation. The BCAS Officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS Officer shall post a copy of the notice at the property where the animal was seized.

(c) Custody. The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.

(d) Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes.

(Ord. No. 2015/27, 02-01-2018 )

**Sec. 14-38. - Impoundment.**

(a) Any pet or livestock found within the County in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.

(b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.

(c) The owner of a pet or livestock that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has 10 days from the date of mailing to contact BCAS for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ten (10)

days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For pets or livestock impounded with BCAS, the BCAS Director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the pet or livestock humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).

(d) Notwithstanding the above, pets or livestock impounded at BCAS Facility, which are deemed by the BCAS Director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.

(e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

( [Ord. No. 2015/27, 10-12-2015](#) )

(f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

#### **Sec. 14-39. - Redemption.**

(a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:

(1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS Director or his/her designee may at their discretion issue a warning or Administrative Citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to County Council approval.

(2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.

(3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated Section 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of Sections 14-32, 14-33, 14-34, or 14-35.

(b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.

(c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-40. - Adoption.**

(a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this Section.

(b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) The BCAS Director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the Assistant County Administrator for Public Safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-41. - Trapping.**

(a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.

(b) Exemption. Trapping is permitted for hogs.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-42. - Management of feral cat colonies.**

(a) Definitions.

*Caregiver* means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

*Caregiver manager* means any person in charge of a caregiver program.

*Ear tipping* means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

*Feral cat* means a cat which currently exists in a wild or untamed state.

*Feral cat colony* means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

*Nuisance* means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

*Suitable shelter* means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

*TNR* means trap, neuter/spay and release.

*TNA program* means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

(b) Feral cat colony management. Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-43. - Livestock.**

(a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the County or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.

(b) Owners or possessors of livestock impounded for violation of this Section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.

(c) Impounded livestock shall be held for a period of ten (10) days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.

(d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other Sections within this Chapter reference livestock this Section shall be controlling.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-44. - Importation of exotic animals prohibited.**

(a) Definition. An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over fifty (50) pounds at maturity which are known at law as Ferae Naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

(b) Unlawful act. It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.

(c) Exceptions. This Section shall not apply to following entities:

(1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).

(2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.

(3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.

(4) A team mascot for a university or educational facility.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).**

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

( [Ord. No. 2015/27, 10-12-2015](#) )

(a) Vaccinations. It shall be unlawful for any owner of a dog or cat four (4) months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four (4) months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the County from a location outside the County shall comply with this Section within thirty (30) days after having moved into the County by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten (10) days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.

(b) Proof of Vaccination. It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.

(c) Harboring Unvaccinated Dogs and Cats. It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(d) Non-transferability. Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

(e) Exceptions. No person charged with violating Section 14-45 Rabies Control shall be convicted if he/she produces in Court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

**Sec. 14-46. - Interference with a BCAS Officer.**

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS Officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

( [Ord. No. 2015/27, 10-12-2015](#) )

**Sec. 14-47. - Enforcement and penalties.**

(a) The BCAS Officer shall be charged with the responsibility of enforcing all ordinances enacted by the County and contracts entered into with the County for the care, control, and custody of pets or livestock covered by this article. All violations of this Chapter shall be heard by the Beaufort County Magistrate Court.

(b) The provisions of this Article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the County, unless and until the governing body of a municipality requests in writing that County Council include the area of such municipality within the coverage of this Article, and County Council has acted favorably on such request and has so notified such municipality of its approval of such request.

(c) Any person who violates the provisions of this Chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding thirty (30) days, or both. However, infractions as provided in Paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(d) When any person is found guilty of a violation of the provisions of this Chapter, or has been found in non-compliance of a Final Dangerous Dog Determination of the Court, a Magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS Facility.

(e) Infractions Resulting in Administrative Citations and penalties.

In addition to the remedies and penalties contained in this Chapter, and in accordance with S.C. Code Section 47-3-20, an Administrative Citation may be issued for certain infractions of County animal control ordinances. Infractions of this Chapter subject to Administrative Citation and penalty are in the discretion of the BCAS Officer and include but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and/or warnings for a noisy public nuisance animal. Animal cruelty charges and Dangerous Dog Determinations are not violations subject to Administrative Citations.

The following procedures shall govern infractions of this Chapter and the imposition, enforcement, collection, and administrative review of Administrative Citations and penalties.

(1) Notice of infraction. If an animal is owned, kept, maintained, or found to be in violation of a County animal control ordinance, an Administrative Citation may be issued by the BCAS Officer.

(2) Content of citation. The administrative citation shall be issued on a form approved by the BCAS Director and shall contain the following information:

- a. Date, location and approximate time of the infraction;
- b. The ordinance violated and a brief description of the infraction;
- c. The amount of the administrative penalty imposed for the infraction;
- d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
- e. Instructions on how to appeal the citation; and
- f. The signature of the animal control officer.

The failure of the Administrative Citation to set forth all required contents shall not affect the validity of the proceedings.

(3) Service of Administrative Citation.

a. If the person who has violated the County animal control ordinance is present at the scene of the infraction, the BCAS Officer shall attempt to obtain his signature on the Administrative Citation and shall deliver a copy of the Administrative Citation to him/her.

b. If the owner, occupant or other person who has an infraction of a County animal control ordinance is a business, and the business owner is on the premises, the BCAS Officer shall attempt to deliver the Administrative Citation to him/her. If the BCAS Officer is unable to serve the business owner on the premises, the Administrative Citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the Administrative Citation shall also be mailed to the business owner by certified mail, return receipt requested.

c. If no one can be located at the property where the infraction occurred, then the Administrative Citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The Administrative Citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The Administrative Citation shall also be mailed to any additional addresses for the owner in department records.

(4) Administrative penalties.

a. The penalties assessed for each infraction of a County animal control ordinance shall not exceed the following amounts:

- i. One hundred dollars (\$100.00) for a first infraction;
- ii. Two hundred dollars (\$200.00) for a second infraction of the same administrative abatement order within one year; and
- iii. Five hundred dollars (\$500.00) for each additional infraction of the administrative abatement order within one year.



b. If the infraction is not corrected, additional Administrative Citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.

c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.

d. The penalties assessed shall be payable to the Beaufort County Treasurer.

e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.

f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) Administrative appeal of administrative citation.

a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation set forth in Subsection 3 above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the Administrative Citation. The notice of appeal shall be submitted on County forms and shall contain the following information:

i. A brief statement setting forth the appellant's interest in the proceedings;

ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;

iv. The notice of appeal must be signed by the appellant;

v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the Administrative Appeal will be scheduled; and

vi. Indigence must be proved to have the deposit waived.

b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing.

ii. The administrative hearing regarding the administrative citation shall be held before the Public Safety Director, or a designee. The hearing officer shall not be the investigating BCAS Officer who issued the Administrative Citation or his/her immediate supervisor. The BCAS Director may contract with a qualified provider to conduct the administrative hearings or to process Administrative Citations.

iii. Conduct of the hearing. The investigating BCAS Officer who issued the Administrative Citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS Officer's file may be admitted in support of the Administrative Citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the Administrative Citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

iv. Hearing officer's decision. The hearing officer's decision regarding the Administrative Citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.

(6) Appeal to Circuit Court. Any person who receives an unfavorable decision from the decision of an Administrative Appeal may file an appeal with the Circuit Court in Beaufort County. The appeal to Circuit Court must be filed within thirty (30) days of the notice of the Administrative Officer's decision being mailed to the recipient of an Administrative Citation.

**FY 2019-2020 BEAUFORT COUNTY BUDGET**

**To provide for the levy of tax for corporate Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2020, to make appropriations for said purposes, and to provide for budgetary control of the County's fiscal affairs.**

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

**SECTION 1. TAX LEVY**

The County Council of Beaufort County hereby appropriates the funds as detailed in the attached "Exhibit A" and the below Sections 3, 4, 5, 6, 7 and 8 of this Ordinance. Further, that the County Council of Beaufort County hereby establishes the millage rates as detailed in Sections 2 and 3 of this Ordinance. However, the County Council of Beaufort County reserves the right to modify these millage rates as may be deemed necessary and appropriate.

**SECTION 2. MILLAGE**

The County Auditor is hereby authorized and directed to levy in Fiscal Year 2019-2020 a tax of 65.22 mills on the dollar of assessed value of property within the County, in accordance with the laws of South Carolina. These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations hereafter passed by the County Council of Beaufort County.

|                                   |       |
|-----------------------------------|-------|
| County Operations                 | 50.04 |
| Higher Education                  | 2.37  |
| Indigent Care BJHCHS              | 0.47  |
| Indigent Care BMH                 | 0.34  |
| Economic Development              | 0.26  |
| County Capital                    | 0.66  |
| County Debt Service               | 5.58  |
| Purchase of Real Property Program | 5.50  |

**SECTION 3. SPECIAL DISTRICT TAX LEVY**

The County Auditor is hereby authorized and directed to levy, and the County Treasurer is hereby authorized and directed to collect and distribute the mills so levied, as provided by law, for the operations of the following special tax districts:

|                                           | <u>Revenues</u> | <u>Expenditures</u> | <u>Millage Rate</u> |
|-------------------------------------------|-----------------|---------------------|---------------------|
| Bluffton Fire District Operations         | \$16,403,510    | \$16,349,031        | 24.10               |
| Bluffton Fire District Debt Service       | \$ 980,000      | \$ 980,000          | 1.60                |
| Burton Fire District Operations           | \$ 5,653,500    | \$ 5,643,491        | 70.33               |
| Burton Fire District Debt Service         | \$ 385,268      | \$ 385,268          | 5.15                |
| Daufuskie Island Fire District Operations | \$ 1,211,241    | \$ 1,236,230        | 62.01               |
| Daufuskie Island Debt Service             | \$ - 0 -        | \$ - 0 -            | 0.00                |

|                                                         |              |              |       |
|---------------------------------------------------------|--------------|--------------|-------|
| Lady's Island/St. Helena Is. Fire District Operation    | \$ 6,402,913 | \$ 6,381,704 | 40.12 |
| Lady's Island/St. Helena Is. Fire District Debt Service | \$ 308,338   | \$ 308,338   | 2.00  |
| Sheldon Fire District Operations                        | \$ 1,459,561 | \$ 1,463,100 | 38.52 |
| Sheldon Fire District Debt Service                      | \$ 156,762   | \$ 156,762   | 4.13  |

Note: Any difference between revenue and expenditures will constitute a use of fund balance.

#### SECTION 4. COUNTY OPERATIONS APPROPRIATION

An amount of \$134,849,717.00 is appropriated to the Beaufort County General Fund to fund County Administration Operations, Elected Officials, and State Appropriations as provided on the attached "Exhibit A":

Management of Elected Officials and State Appropriations' individual accounts shall be the responsibility of the duly elected official for each office. At no time shall the elected official exceed the budget appropriation identified above without first receiving an approved supplemental appropriation by County Council.

\*Appropriation of \$189,000.00 of the Solicitor's budget shall be for a one-year pilot program for the exclusive purpose of funding two prosecuting attorneys for prosecution of DUI cases in Beaufort County Magistrate court. Appropriation of this fund is not to be included in the recurring budget allocated to the Solicitor's agency. County Council reserves the right to exclude the funds for this pilot program in next year's budget.

The detailed Fiscal Year 2020 Beaufort County Operations budget provided in the attached "Exhibit A" containing line-item accounts by department and/or agency is hereby adopted as part of this Ordinance.

#### SECTION 5. COUNTY OPERATIONS REVENUES

The appropriation for County Operations will be funded from the following revenue sources:

- A. \$ 99,175,894 to be derived from tax collections;
- A.1 \$ 6,729,093 Ad Valorem Tax Collections (separately stated millage)
- B. \$ 12,661,700 to be derived from charges for services;
- C. \$ 9,249,610 to be derived from intergovernmental revenue sources;
- D. \$ 4,055,200 to be derived from fees for licenses and permits;
- E. \$ 1,568,750 to be derived from inter-fund transfers;
- F. \$ 676,500 to be derived from fines and forfeitures' collections;
- G. \$ 442,805 to be derived from interest on investments;
- H. \$ 290,165 to be derived from miscellaneous revenue sources;

Additional operations of various County departments are funded by Special Revenue sources. The detail of line-item accounts for these funds as shown on "Exhibit A" is hereby adopted as part of this Ordinance.

SECTION 6. PURCHASE OF DEVELOPMENT RIGHTS AND REAL PROPERTY PROGRAM

The revenue generated by a 5.50 mill levy is appropriated for the County's Purchase of Development Rights and Real Property Program.

SECTION 7. COUNTY DEBT SERVICE APPROPRIATION

The revenue generated by a 5.58 mill levy is appropriated to defray the principal and interest payments on all County bonds and on the lease-purchase agreement authorized to cover other Capital expenditures.

SECTION 8. BUDGETARY ACCOUNT BREAKOUT

The foregoing County Operations appropriations have been detailed by the County Council into line-item accounts for each department and is attached as "Exhibit A." The Fire Districts, as described in Section 3 of this Ordinance, line-item budgets are attached hereto as Exhibit B, and are also part and parcel of this Ordinance.

SECTION 9. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the Unreserved Fund Balance of that fund.

SECTION 10. AUTHORIZATION TO TRANSFER FUNDS

In the following Section where reference is made to "County Administrator", it is explicit that this refers to those funds under the particular auspices of the County Administrator requiring his or her approval shown on the attached "Exhibit A" as "County Administration Operation."

Transfers of monies/budgets among operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon the written request of the Department Head. Any transfer in excess of \$50,000 for individual or cumulative expenditures during any current fiscal year is to be authorized by the County Council, or its designee.

Transfer of monies/budgets within operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon written request of the Department Head. The County Administrator, or his designee, may also transfer funds from any departmental account to their respective Contingency Accounts. All transfers among and within accounts in excess of \$50,000 for individual or cumulative expenditures during any current fiscal year are to be reported to County Council through the Finance Committee on a quarterly basis.

SECTION 11. ALLOCATION OF FUNDS

The County Administrator is responsible for controlling the rate of expenditure of budgeted funds in order to assure that expenditures do not exceed funds on hand. To carry out this responsibility, the County Administrator is authorized to allocate budgeted funds.

SECTION 12. MISCELLANEOUS RECEIPTS ABOVE-ANTICIPATED REVENUES

Revenues other than, and/or in excess of, those addressed in Sections 4, 5, 6 and 7 of this Ordinance, received by Beaufort County, and all other County agencies fiscally responsible to Beaufort County, which are in excess of anticipated revenue as approved in the current budget, may be expended as directed by the revenue source, or for the express purposes for which the funds were generated without further approval of County Council. All such expenditures, in excess of \$10,000, shall be reported, in written form, to the County Council of Beaufort County on a quarterly basis. Such funds include sales of products, services, rents, contributions, donations, special events, insurance and similar recoveries.

SECTION 14. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2019, are hereby approved.

SECTION 15. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this \_\_\_ day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

First Reading, By Title Only:  
Second Reading:  
Public Hearings:  
Third and Final Reading:

Chronology

- Third and final reading approval occurred
- Public hearing two of two occurred
- Second reading approval occurred
- Public hearing one of two held
- Finance Committee discussion to occurred

- Finance Committee discussion occurred
- First reading, by title only, occurred
- Finance Committee discussion occurred
- Finance Committee discussion occurred
- Strategic Planning Session discussion occurred

DRAFT

# EXHIBIT A

## FISCAL YEAR 2020 BEAUFORT COUNTY PROPOSED BUDGET

|                                                            | FY 2019<br>Millage Rates<br>(ORD 2018/20<br>and 2018/24) | Revised<br>FY 2019<br>Appropriation | Revised<br>Department<br>Detail | Proposed<br>Fiscal Year 2020<br>Changes | Fiscal Year 2020<br>Proposed<br>Appropriation | Proposed<br>Fiscal Year<br>2020 Millage<br>Rates |
|------------------------------------------------------------|----------------------------------------------------------|-------------------------------------|---------------------------------|-----------------------------------------|-----------------------------------------------|--------------------------------------------------|
| <b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b> | 48.96                                                    |                                     |                                 |                                         |                                               | 50.04                                            |

### SECTION 4. COUNTY OPERATIONS APPROPRIATION

|                                                         |                      |              |  |                     |                      |  |
|---------------------------------------------------------|----------------------|--------------|--|---------------------|----------------------|--|
| <b>I. Elected Officials and State Appropriations:</b>   |                      |              |  |                     |                      |  |
| A Sheriff                                               | \$ 23,661,223        |              |  | \$ 1,968,785        | \$ 25,630,008        |  |
| Emergency Management                                    | \$ 7,748,824         |              |  | \$ -                | \$ 7,748,824         |  |
| B Magistrate                                            | \$ 2,063,293         |              |  | \$ 150,919          | \$ 2,214,212         |  |
| C Solicitor*                                            | \$ 1,245,000         |              |  | \$ 642,500          | \$ 1,887,500         |  |
| D Clerk of Court                                        | \$ 1,176,331         |              |  | \$ 98,991           | \$ 1,275,322         |  |
| E. Treasurer                                            | \$ 1,606,917         |              |  | \$ 9,000            | \$ 1,615,917         |  |
| F. Auditor                                              | \$ 912,186           |              |  | \$ 10,739           | \$ 922,925           |  |
| G Public Defender                                       | \$ 849,809           |              |  | \$ 50,000           | \$ 899,809           |  |
| H Probate Court                                         | \$ 811,925           |              |  | \$ 4,542            | \$ 816,467           |  |
| I. County Council                                       | \$ 681,397           |              |  | \$ 152,980          | \$ 834,377           |  |
| J. Coroner                                              | \$ 554,957           |              |  | \$ 64,062           | \$ 619,019           |  |
| K Master-in-Equity                                      | \$ 329,369           |              |  | \$ -                | \$ 329,369           |  |
| L. Social Services                                      | \$ 147,349           |              |  | \$ (60,000)         | \$ 87,349            |  |
| N Legislative Delegation                                | \$ 65,760            |              |  | \$ -                | \$ 65,760            |  |
| <b>Total Elected Officials and State Appropriations</b> | <b>\$ 41,854,340</b> |              |  | <b>\$ 3,092,518</b> | <b>\$ 44,946,858</b> |  |
| <b>II. County Administration Operations:</b>            |                      |              |  |                     |                      |  |
| A Public Works                                          | \$ 16,964,781        |              |  |                     |                      |  |
| Director of Public Services                             |                      | \$ 141,962   |  | \$ -                | \$ 141,962           |  |
| Public Works General Support and Administration         |                      | \$ 1,075,723 |  | \$ 124,102          | \$ 1,199,825         |  |
| Facilities Management                                   |                      | \$ 3,635,571 |  | \$ -                | \$ 3,635,571         |  |
| Buildings Maintenance                                   |                      | \$ 1,276,352 |  | \$ -                | \$ 1,276,352         |  |
| Grounds Maintenance                                     |                      | \$ 1,069,904 |  | \$ -                | \$ 1,069,904         |  |
| Roads/Drainage                                          |                      | \$ 1,749,668 |  | \$ (176,781)        | \$ 1,572,887         |  |
| Engineering                                             |                      | \$ 326,246   |  | \$ (32,000)         | \$ 294,246           |  |
| Solid Waste & Recycling                                 |                      | \$ 7,689,355 |  | \$ 528,100          | \$ 8,217,455         |  |
| B Administration                                        | \$ 8,694,971         |              |  |                     |                      |  |
| County Administrator                                    |                      | \$ 775,012   |  | \$ (115,301)        | \$ 659,711           |  |
| Communications & Accountability                         |                      | \$ 586,190   |  | \$ -                | \$ 586,190           |  |
| Broadcast Services                                      |                      | \$ 330,801   |  | \$ -                | \$ 330,801           |  |
| County Attorney/Legal                                   |                      | \$ 389,774   |  | \$ 78,726           | \$ 468,500           |  |
| Finance Department                                      |                      | \$ 779,334   |  | \$ 260,000          | \$ 1,039,334         |  |
| Risk Management                                         |                      | \$ 202,169   |  | \$ 30,000           | \$ 232,169           |  |
| Purchasing                                              |                      | \$ 190,966   |  | \$ 15,000           | \$ 205,966           |  |
| Business Licenses                                       |                      | \$ 72,600    |  | \$ 7,000            | \$ 79,600            |  |
| Information Technology                                  |                      | \$ 3,472,829 |  | \$ 93,000           | \$ 3,565,829         |  |
| Mapping & Applications                                  |                      | \$ 1,262,081 |  | \$ -                | \$ 1,262,081         |  |
| Records Management                                      |                      | \$ 633,215   |  | \$ -                | \$ 633,215           |  |
| C Emergency Medical Services                            | \$ 7,292,880         |              |  | \$ 192,194          | \$ 7,485,074         |  |
| D Detention Center                                      | \$ 6,233,978         |              |  | \$ -                | \$ 6,233,978         |  |
| E. Community Services                                   | \$ 4,808,055         |              |  |                     |                      |  |
| Veterans Affairs                                        |                      | \$ 174,772   |  | \$ 43,400           | \$ 218,172           |  |
| Public Welfare Subsidies (Together for Beaufort)        |                      | \$ 398,000   |  | \$ -                | \$ 398,000           |  |
| Disabilities & Special Needs                            |                      | \$ 3,160,600 |  | \$ -                | \$ 3,160,600         |  |
| Alcohol & Drug Abuse                                    |                      | \$ 626,605   |  | \$ -                | \$ 626,605           |  |
| COSY                                                    |                      | \$ 186,003   |  | \$ -                | \$ 186,003           |  |
| Daufuskie Ferry                                         |                      | \$ 262,075   |  | \$ (82,075)         | \$ 180,000           |  |
| F. Library                                              | \$ 4,275,196         |              |  | \$ -                | \$ 4,275,196         |  |
| G Parks and Leisure Services                            | \$ 4,261,753         |              |  | \$ -                | \$ 4,261,753         |  |
| Hilton Head Island Recreation Association               |                      | \$ 215,000   |  | \$ 60,000           | \$ 275,000           |  |
| H Assessor                                              | \$ 2,464,743         |              |  | \$ -                | \$ 2,464,743         |  |
| I. Mosquito Control                                     | \$ 1,839,727         |              |  | \$ -                | \$ 1,839,727         |  |
| J. Building Codes and Enforcement                       | \$ 1,222,640         |              |  |                     |                      |  |
| Building Codes                                          |                      | \$ 908,536   |  | \$ 118,120          | \$ 1,026,656         |  |
| Codes Enforcement                                       |                      | \$ 314,104   |  | \$ 52,240           | \$ 366,344           |  |
| K. Public Health                                        | \$ 81,000            |              |  |                     |                      |  |
| Ronald McDonald House                                   |                      | \$ 81,000    |  | \$ -                | \$ 81,000            |  |
| Beaufort Jasper Hampton Comprehensive Health Services   |                      | \$ -         |  | \$ -                | \$ -                 |  |
| Beaufort Memorial Hospital                              |                      | \$ -         |  | \$ -                | \$ -                 |  |
| L. Animal Services                                      | \$ 999,235           |              |  | \$ 168,050          | \$ 1,167,285         |  |
| N Employee Services                                     | \$ 860,108           |              |  | \$ -                | \$ 860,108           |  |
| N Voter Registration                                    | \$ 758,407           |              |  | \$ -                | \$ 758,407           |  |
| O Community Development (formerly Planning & Zoning)    | \$ 933,645           |              |  | \$ 86,883           | \$ 1,020,528         |  |
| P. General Government Subsidies                         | \$ 723,061           |              |  |                     |                      |  |
| Economic Development                                    |                      | \$ 270,000   |  | \$ 225,000          | \$ 495,000           |  |
| LRTA/Palmetto Breeze                                    |                      | \$ 228,844   |  | \$ 120,013          | \$ 348,857           |  |
| Military Enhancement Committee (MEC)                    |                      | \$ -         |  | \$ 62,000           | \$ 62,000            |  |
| Beaufort Soil and Water Conservation District           |                      | \$ -         |  | \$ 25,000           | \$ 25,000            |  |
| LCOG - per capita                                       |                      | \$ 121,675   |  | \$ -                | \$ 121,675           |  |
| LCOG - HOME Consortium                                  |                      | \$ 56,000    |  | \$ -                | \$ 56,000            |  |
| LCOG - Metro Planning Org                               |                      | \$ 21,542    |  | \$ -                | \$ 21,542            |  |
| Small Business Development                              |                      | \$ 25,000    |  | \$ 10,000           | \$ 35,000            |  |
| Q Traffic Engineering                                   | \$ 573,116           |              |  | \$ 32,000           | \$ 605,116           |  |
| R Register of Deeds                                     | \$ 557,199           |              |  | \$ 28,500           | \$ 585,699           |  |
| S. Zoning                                               | \$ -                 |              |  | \$ -                | \$ -                 |  |
| T. Employer Provided Benefits                           | \$ 14,602,366        |              |  | \$ 1,570,000        | \$ 16,172,366        |  |
| <b>Total County Administration Operations</b>           | <b>\$ 78,361,861</b> |              |  | <b>\$ 3,523,171</b> | <b>\$ 81,885,032</b> |  |



# EXHIBIT A

## FISCAL YEAR 2020 BEAUFORT COUNTY PROPOSED BUDGET

|                                                                                   | FY 2019<br>Millage Rates<br>(ORD 2018/20<br>and 2018/24) | Revised<br>FY 2019<br>Appropriation | Revised<br>Department<br>Detail | Proposed<br>Fiscal Year 2020<br>Changes | Fiscal Year 2020<br>Proposed<br>Appropriation | Proposed<br>Fiscal Year<br>2020 Millage<br>Rates |
|-----------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------|---------------------------------|-----------------------------------------|-----------------------------------------------|--------------------------------------------------|
| <b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b>                        | 48.96                                                    |                                     |                                 |                                         |                                               | 50.04                                            |
| <b>SECTION 5. HIGHER EDUCATION ALLOCATION</b>                                     |                                                          |                                     |                                 |                                         |                                               |                                                  |
| A. The Technical College of the Lowcountry                                        | 1.185                                                    | \$ 2,254,645                        |                                 | \$ 63,371                               | \$ 2,318,016                                  | 1.185                                            |
| B. University of South Carolina - Beaufort                                        | 1.185                                                    | \$ 2,254,645                        |                                 | \$ 63,371                               | \$ 2,318,016                                  | 1.185                                            |
| <b>Total Higher Education Allocation</b>                                          | 2.37                                                     | \$ 4,509,290                        |                                 | \$ 126,742                              | \$ 4,636,032                                  | 2.37                                             |
| <b>Separately Identified Appropriations and Millage Rates (Ordinance 2018/20)</b> |                                                          |                                     |                                 |                                         |                                               |                                                  |
| Economic Development                                                              | 0.26                                                     | \$ 500,000                          |                                 | \$ 8,594                                | \$ 508,594                                    | 0.26                                             |
| Beaufort Memorial Hospital (Indigent Care)                                        | 0.34                                                     | \$ 650,000                          |                                 | \$ 15,085                               | \$ 665,085                                    | 0.34                                             |
| Beaufort Jasper Hampton Comprehensive Health Services<br>(Indigent Care)          | 0.47                                                     | \$ 900,000                          |                                 | \$ 19,382                               | \$ 919,382                                    | 0.47                                             |
| <b>Total separate identified appropriations &amp; millage rates</b>               | 1.07                                                     | \$ 2,050,000                        |                                 | \$ 43,061                               | \$ 2,093,061                                  | 1.07                                             |
| <b>Grand Total of Expenditures</b>                                                |                                                          | \$ 126,775,491                      |                                 | \$ 6,785,492                            | \$ 133,560,983                                |                                                  |
| <b>SECTION 6. COUNTY OPERATIONS REVENUES</b>                                      |                                                          |                                     |                                 |                                         |                                               |                                                  |
| A. Ad Valorem Tax Collections                                                     |                                                          | \$ 93,139,780                       |                                 | \$ 6,036,114                            | \$ 99,175,894                                 |                                                  |
| A.1. Ad Valorem Tax Collections (separately stated millage)                       |                                                          | \$ 6,559,290                        |                                 | \$ 169,803                              | \$ 6,729,093                                  |                                                  |
| B. Charges for Services                                                           |                                                          | \$ 12,287,085                       |                                 | \$ 374,615                              | \$ 12,661,700                                 |                                                  |
| C. Intergovernmental Revenue Sources                                              |                                                          | \$ 9,197,645                        |                                 | \$ 51,965                               | \$ 9,249,610                                  |                                                  |
| D. Licenses and Permits                                                           |                                                          | \$ 2,579,000                        |                                 | \$ 1,476,200                            | \$ 4,055,200                                  |                                                  |
| E. Interfund Transfers                                                            |                                                          | \$ 1,568,750                        |                                 | \$ -                                    | \$ 1,568,750                                  |                                                  |
| F. Fines and Forfeitures' collections                                             |                                                          | \$ 750,000                          |                                 | \$ (73,500)                             | \$ 676,500                                    |                                                  |
| G. Interest on investments                                                        |                                                          | \$ 442,805                          |                                 | \$ -                                    | \$ 442,805                                    |                                                  |
| H. Miscellaneous revenue sources                                                  |                                                          | \$ 251,136                          |                                 | \$ 39,029                               | \$ 290,165                                    |                                                  |
| <b>Total County Operations Revenues</b>                                           |                                                          | \$ 126,775,491                      |                                 | \$ 8,074,226                            | \$ 134,849,717                                |                                                  |
| <i>Surplus/(Deficit) of Revenues less Expenditures</i>                            |                                                          | \$ -                                |                                 | \$ 1,288,734                            | \$ 1,288,734                                  |                                                  |
| <i>Capital (one-time) requests</i>                                                |                                                          |                                     |                                 | \$ (1,288,734)                          | \$ (1,288,734)                                | 0.66                                             |
|                                                                                   |                                                          |                                     |                                 | \$ -                                    | \$ -                                          |                                                  |

\* Appropriation of \$189,000 shall be for a one year pilot program for the exclusive purpose of funding two prosecuting attorneys for prosecution of DUI cases in Beaufort County Magistrate court. Appropriation of this fund is not be included in the recurring budget allocated to the Solicitor's agency. County Council reserves the right to exclude the funds for this pilot program in next year's budget.

# EXHIBIT B

Beaufort County, South Carolina  
Fiscal Year 2020 Fire District Proposed Budgets and Millage Rates

5/16/2019

|                                                         | Operations Millage % increase | Change in Millage Rate | Fiscal Year 2020 Proposed |               |              | Fiscal Year 2019 Approved |               |              |
|---------------------------------------------------------|-------------------------------|------------------------|---------------------------|---------------|--------------|---------------------------|---------------|--------------|
|                                                         |                               |                        | Revenues                  | Expenditures  | Millage Rate | Revenues                  | Expenditures  | Millage Rate |
| Bluffton Fire District Operations                       | 0.00%                         | 0.00                   | \$ 16,403,510             | \$ 16,349,031 | 24.10        | \$ 15,182,120             | \$ 15,086,666 | 24.10        |
| Bluffton Fire District Debt Service                     |                               | <u>0.15</u>            | \$ 980,000                | \$ 980,000    | <u>1.60</u>  | \$ 850,000                | \$ 850,000    | <u>1.45</u>  |
| Total Millage Rate                                      |                               | 0.15                   |                           |               | 25.70        |                           |               | 25.55        |
| Burton Fire District Operations                         | 2.19%                         | 1.51                   | \$ 5,653,500              | \$ 5,643,491  | 70.33        | \$ 5,578,286              | \$ 5,667,981  | 68.82        |
| Burton Fire District Debt Service                       |                               | <u>0.00</u>            | \$ 385,268                | \$ 385,268    | <u>5.15</u>  | \$ 385,268                | \$ 385,268    | <u>5.15</u>  |
| Total Millage Rate                                      |                               | 1.51                   |                           |               | 75.48        |                           |               | 73.97        |
| Daufuskie Island Fire District Operations               | 2.89%                         | 1.74                   | \$ 1,211,241              | \$ 1,236,230  | 62.01        | \$ 1,219,630              | \$ 1,219,630  | 60.27        |
| Daufuskie Island Fire District Debt Service             |                               | <u>0.00</u>            | \$ -                      | \$ -          | <u>-</u>     | \$ -                      | \$ -          | <u>-</u>     |
| Total Millage Rate                                      |                               | 1.74                   |                           |               | 62.01        |                           |               | 60.27        |
| Lady's Island/St. Helena Is. Fire District Operations   | 2.09%                         | 0.82                   | \$ 6,402,913              | \$ 6,381,704  | 40.12        | \$ 6,132,594              | \$ 6,111,258  | 39.30        |
| Lady's Island/St. Helena Is. Fire District Debt Service |                               | <u>0.00</u>            | \$ 308,338                | \$ 308,338    | <u>2.00</u>  | \$ 311,338                | \$ 311,338    | <u>2.00</u>  |
| Total Millage Rate                                      |                               | 0.82                   |                           |               | 42.12        |                           |               | 41.30        |
| Sheldon Fire District Operations                        | 3.60%                         | 1.34                   | \$ 1,459,561              | \$ 1,463,100  | 38.52        | \$ 1,408,269              | \$ 1,408,269  | 37.18        |
| Sheldon Fire District Debt Service                      |                               | <u>0.92</u>            | \$ 156,762                | \$ 156,762    | <u>4.13</u>  | \$ 139,259                | \$ 139,259    | <u>3.21</u>  |
| Total Millage Rate                                      |                               | 2.26                   |                           |               | 42.65        |                           |               | 40.39        |

# EXHIBIT B

## Bluffton Township Fire District Fiscal Year 2020 Proposed Budget

Amended May 2, 2019 to Account for Implementation of the New Compensation Plan

|                                     | FY 2018<br>Actual   | FY2019<br>Budget    | FY2019<br>Projected | FY2020<br>Proposed         |
|-------------------------------------|---------------------|---------------------|---------------------|----------------------------|
| Operations Millage Rate             | 24.70               | 24.10               | 24.10               | <b>24.10</b>               |
| Revenues                            |                     |                     |                     |                            |
| Ad Valorem Taxes                    | \$ 13,434,695       | \$ 14,580,120       | \$ 14,580,120       | <b>\$ 15,616,800</b>       |
| Fees                                | \$ 154,398          | \$ 75,000           | \$ 75,000           | <b>\$ 150,000</b>          |
| Grant Revenue SAFER                 | <u>337,644</u>      | <u>527,000</u>      | <u>527,000</u>      | <b><u>387,000</u></b>      |
| Total Revenues                      | <u>13,926,737</u>   | <u>15,182,120</u>   | <u>15,182,120</u>   | <b><u>16,153,800</u></b>   |
| Expenditures                        |                     |                     |                     |                            |
| Salaries Regular (includes OT)      | 8,254,049           | 8,618,796           | 8,995,835           | <b>9,797,380</b>           |
| Benefits                            | 3,800,869           | 4,460,854           | 4,300,000           | <b>4,600,200</b>           |
| Purchased Services                  | 1,264,970           | 1,778,836           | 1,650,000           | <b>1,569,179</b>           |
| Supplies                            | <u>134,217</u>      | <u>228,180</u>      | <u>150,000</u>      | <b><u>141,686</u></b>      |
| Total Expenditures                  | <u>13,454,105</u>   | <u>15,086,666</u>   | <u>15,095,835</u>   | <b><u>16,108,445</u></b>   |
| Increase (Decrease) in Fund Balance | 472,632             | 95,454              | 86,285              | <b>45,355</b>              |
| Fund Balance, Beginning             | <u>\$ 2,663,886</u> | <u>\$ 3,136,518</u> | <u>\$ 3,231,972</u> | <b><u>\$ 3,318,257</u></b> |
| Fund Balance, Ending                | <u>\$ 3,136,518</u> | <u>\$ 3,231,972</u> | <u>\$ 3,318,257</u> | <b><u>\$ 3,363,612</u></b> |
| FTEs:                               |                     |                     |                     |                            |
| Administrative                      | 21                  | 22                  | 22                  | 22                         |
| Firemen                             | <u>112</u>          | <u>127</u>          | <u>127</u>          | <b><u>127</u></b>          |
| Total                               | 133                 | 149                 | 149                 | <b>149</b>                 |
| Annual Debt Service Required        | \$ 569,019          | \$ 850,000          | \$ 850,000          | <b>\$ 980,000</b>          |
| Debt Millage Rate                   | 1.04                | 1.45                | 1.45                | <b>1.60</b>                |

# EXHIBIT B

## Burton Fire District Fiscal Year 2020 Proposed Budget

|                                     | FY 2018<br>Actual        | FY 2019<br>Budget        | FY 2019<br>Projected     | FY 2020<br>Proposed             |
|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------------|
| Operations Millage Rate             | 64.53                    | 68.82                    | 68.82                    | <b>70.33</b>                    |
| Revenues                            |                          |                          |                          |                                 |
| Ad Valorem Taxes                    | \$ 4,757,456             | \$ 5,148,286             | \$ 5,148,286             | \$ <b>5,194,996</b>             |
| Municipal Contracts                 | <u>430,000</u>           | <u>430,000</u>           | <u>430,000</u>           | <u><b>458,504</b></u>           |
| Total Revenues                      | <u>5,187,456</u>         | <u>5,578,286</u>         | <u>5,578,286</u>         | <u><b>5,653,500</b></u>         |
| Expenditures                        |                          |                          |                          |                                 |
| Salaries                            | 3,075,889                | 3,068,374                | 3,068,374                | <b>3,120,101</b>                |
| Benefits                            | 1,712,352                | 1,757,757                | 1,757,957                | <b>1,565,526</b>                |
| Purchased Services                  | 548,650                  | 585,610                  | 585,610                  | <b>613,360</b>                  |
| Supplies/Capital Improvements       | <u>200,050</u>           | <u>256,000</u>           | <u>256,000</u>           | <u><b>344,504</b></u>           |
| Total Expenditures                  | <u>5,536,941</u>         | <u>5,667,981</u>         | <u>5,667,981</u>         | <u><b>5,643,491</b></u>         |
| Increase (Decrease) in Fund Balance | (349,485)                | (89,695)                 | (89,695)                 | <b>10,009</b>                   |
| Fund Balance, Beginning             | <u>\$ 875,770</u>        | <u>\$ 484,700</u>        | <u>\$ 484,700</u>        | <u>\$ <b>395,005</b></u>        |
| Fund Balance, Ending                | <u><u>\$ 526,285</u></u> | <u><u>\$ 395,005</u></u> | <u><u>\$ 395,005</u></u> | <u><u>\$ <b>405,014</b></u></u> |
| FTEs:                               |                          |                          |                          |                                 |
| Administrative                      | 3                        | 3                        | 3                        | <b>3</b>                        |
| Firefighters                        | <u>55</u>                | <u>53</u>                | <u>53</u>                | <u><b>53</b></u>                |
| Total                               | 58                       | 56                       | 56                       | <b>56</b>                       |
| Annual Debt Service Required        | \$ 385,268               | \$ 385,268               | \$ 385,268               | \$ <b>385,268</b>               |
| Debt Millage Rate                   | 5.26                     | 5.15                     | 5.15                     | <b>5.15</b>                     |

# EXHIBIT B

## DAUFUSKIE ISLAND FIRE DISTRICT Fiscal Year 2020 Proposed Budget

|                                     | FY 2018<br>Actual        | FY 2019<br>Budget        | FY 2019<br>Projected     | FY 2020<br>Proposed             |
|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------------|
| Operations Millage Rate             | 60.27                    | 60.27                    | 60.27                    | <b>62.01</b>                    |
| Revenues                            |                          |                          |                          |                                 |
| Ad Valorem Taxes                    | \$ 1,180,282             | \$ 1,169,630             | \$ 1,169,630             | \$ <b>1,211,241</b>             |
| Municipal Contracts                 | <u>-</u>                 | <u>-</u>                 | <u>-</u>                 | <u>-</u>                        |
| Total Revenues                      | <u>1,180,282</u>         | <u>1,169,630</u>         | <u>1,169,630</u>         | <u><b>1,211,241</b></u>         |
| Expenditures                        |                          |                          |                          |                                 |
| Salaries                            | 1,073,015                | 1,112,363                | 1,112,363                | <b>1,128,963</b>                |
| Purchased Services                  | <u>107,267</u>           | <u>107,267</u>           | <u>107,267</u>           | <u><b>107,267</b></u>           |
| Total Expenditures                  | <u>1,180,282</u>         | <u>1,219,630</u>         | <u>1,219,630</u>         | <u><b>1,236,230</b></u>         |
| Increase (Decrease) in Fund Balance | -                        | (50,000)                 | (50,000)                 | <b>(24,989)</b>                 |
| Fund Balance, Beginning             | <u>\$ 374,644</u>        | <u>\$ 374,644</u>        | <u>\$ 374,644</u>        | <u>\$ <b>324,644</b></u>        |
| Fund Balance, Ending                | <u><u>\$ 374,644</u></u> | <u><u>\$ 324,644</u></u> | <u><u>\$ 324,644</u></u> | <u><u>\$ <b>299,655</b></u></u> |
| FTEs:                               |                          |                          |                          |                                 |
| Administrative                      | 1.5                      | 1.5                      | 1.5                      | <b>1.5</b>                      |
| Firefighters                        | <u>12</u>                | <u>12</u>                | <u>12</u>                | <u><b>12</b></u>                |
| Total Paid Staff                    | 14                       | 14                       | 14                       | <b>14</b>                       |
| Volunteers                          | 11                       | 11                       | 8                        | <b>8</b>                        |
| Annual Debt Service Required        | \$ -                     | \$ -                     | \$ -                     | \$ -                            |
| Debt Millage Rate                   | -                        | -                        | -                        | -                               |
| Total Millage Rate                  | 60.27                    | 60.27                    | 60.27                    | <b>62.01</b>                    |

**This budget reflects the following:**

1.67 % longevity for firefighters \$8,228.

Mandated employer contribution rate increase in PORS from 16.84% to 17.84% or \$7,504.

FICA (Social Security) \$510; Medicare \$119; Health Insurance \$239

**Total budget increase is 1.36% or \$16,600.**

FY' 2020 Est. value of a mil 19,533

# EXHIBIT B

## Lady's Island-St. Helena Fire District Fiscal Year 2020 Proposed Budget

|                                     | FY 2018<br>Actual          | FY 2019<br>Budget          | FY 2019<br>Projected       | FY 2020<br>Proposed               |
|-------------------------------------|----------------------------|----------------------------|----------------------------|-----------------------------------|
| Operations Millage Rate             | 39.26                      | 39.30                      | 39.30                      | <b>40.12</b>                      |
| Revenues                            |                            |                            |                            |                                   |
| Ad Valorem Taxes                    | \$ 5,714,203               | \$ 6,007,594               | \$ 6,007,594               | \$ <b>6,202,913</b>               |
| Municipal Contracts                 | <u>71,032</u>              | <u>125,000</u>             | <u>125,000</u>             | <u><b>200,000</b></u>             |
| Total Revenues                      | <u>5,785,235</u>           | <u>6,132,594</u>           | <u>6,132,594</u>           | <u><b>6,402,913</b></u>           |
| Expenditures                        |                            |                            |                            |                                   |
| Salaries                            | 3,523,904                  | 3,697,849                  | 3,697,849                  | <b>3,771,805</b>                  |
| Benefits                            | 1,718,723                  | 1,851,309                  | 1,851,309                  | <b>1,946,399</b>                  |
| Purchased Services                  | 445,164                    | 511,800                    | 511,800                    | <b>588,500</b>                    |
| Capital                             | <u>-</u>                   | <u>50,300</u>              | <u>50,300</u>              | <u><b>75,000</b></u>              |
| Total Expenditures                  | <u>5,687,791</u>           | <u>6,111,258</u>           | <u>6,111,258</u>           | <u><b>6,381,704</b></u>           |
| Increase (Decrease) in Fund Balance | 97,444                     | 21,336                     | 21,336                     | <b>21,209</b>                     |
| Fund Balance, Beginning             | <u>\$ 1,077,288</u>        | <u>\$ 1,174,732</u>        | <u>\$ 1,174,732</u>        | <u>\$ <b>1,196,068</b></u>        |
| Fund Balance, Ending                | <u><u>\$ 1,174,732</u></u> | <u><u>\$ 1,196,068</u></u> | <u><u>\$ 1,196,068</u></u> | <u><u>\$ <b>1,217,277</b></u></u> |
| FTEs:                               |                            |                            |                            |                                   |
| Administrative                      | 1                          | 1                          | 1                          | <b>1</b>                          |
| Firefighter                         | <u>67</u>                  | <u>67</u>                  | <u>67</u>                  | <u><b>67</b></u>                  |
| Total                               | 68                         | 68                         | 68                         | <b>68</b>                         |
| Annual Debt Service Required        | \$ 314,249                 | \$ 311,338                 | \$ 311,338                 | \$ <b>308,338</b>                 |
| Debt Millage Rate                   | 2.11                       | 2.00                       | 2.00                       | <b>2.00</b>                       |
| Total Millage Rate                  | 41.37                      | 41.3                       | 41.3                       | <b>42.12</b>                      |

# EXHIBIT B

## Sheldon Township Fire District Fiscal Year 2020 Proposed Budget Budget 2019/2020

|                                     | FY 2018<br>Actual        | FY 2019<br>Budget        | FY 2019<br>Projected     | FY 2020<br>Proposed             |
|-------------------------------------|--------------------------|--------------------------|--------------------------|---------------------------------|
| Operations Millage Rate             | 38.32                    | 37.18                    | 37.18                    | <b>38.52</b>                    |
| Revenues                            |                          |                          |                          |                                 |
| Ad Valorem Taxes                    | \$ 1,333,803             | \$ 1,353,835             | \$ 1,353,835             | \$ <b>1,459,561</b>             |
| Other Income                        | 5,505                    | -                        | -                        | -                               |
| Total Revenues                      | <u>1,339,308</u>         | <u>1,353,835</u>         | <u>1,353,835</u>         | <u><b>1,459,561</b></u>         |
| Expenditures                        |                          |                          |                          |                                 |
| Salaries                            | 759,024                  | 872,151                  | 810,990                  | <b>874,949</b>                  |
| Benefits                            | 292,758                  | 318,137                  | 311,350                  | <b>369,951</b>                  |
| Purchased Services                  | 207,355                  | 214,381                  | 301,209                  | <b>214,600</b>                  |
| Supplies                            | 2,432                    | 3,600                    | 3,250                    | <b>3,600</b>                    |
| Total Expenditures                  | <u>1,261,569</u>         | <u>1,408,269</u>         | <u>1,426,799</u>         | <u><b>1,463,100</b></u>         |
| Increase (Decrease) in Fund Balance | 77,739                   | (54,434)                 | (72,964)                 | <b>(3,539)</b>                  |
| Fund Balance, Beginning             | <u>\$ 551,281</u>        | <u>\$ 629,020</u>        | <u>\$ 629,020</u>        | <u>\$ <b>556,056</b></u>        |
| Fund Balance, Ending                | <u><u>\$ 629,020</u></u> | <u><u>\$ 574,586</u></u> | <u><u>\$ 556,056</u></u> | <u><u>\$ <b>552,517</b></u></u> |
| FTEs:                               |                          |                          |                          |                                 |
| Administrative                      | 3                        | 3                        | 3                        | <b>3</b>                        |
| Firemen                             | <u>14</u>                | <u>14</u>                | <u>14</u>                | <u><b>15</b></u>                |
| Total                               | 17                       | 17                       | 17                       | <b>18</b>                       |
| Annual Debt Service Required        | \$ 139,259               | \$ 139,259               | \$ 72,047                | \$ <b>156,762</b>               |
| Debt Millage Rate                   | 3.21                     | 3.21                     | 3.21                     | <b>4.13</b>                     |

# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.



Topic: Disabilities and Special Needs janitorial contract with Beaufort County

Date Submitted: June 10, 2019

Submitted by: Mare Baracco

Venue: Council Regular Session



Mare Baracco  
1006 Madrid Avenue  
Port Royal SC 29935  
[maremailmmm@yahoo.com](mailto:maremailmmm@yahoo.com)  
(843) 592~1062

June 10, 2019

The Honorable Alan Wilson  
The Honorable Jeff Young  
Agent Pete Logan, SLED  
Office of the Attorney General of South Carolina  
1000 Assembly Street, Room 519  
Columbia SC 29201

Dear Attorney General Wilson and Deputy Attorney General Young:

I look forward to our upcoming meeting to discuss Beaufort County DSN, as related in the Narrative and document package sent to your office May 3rd.

Recall one of the issues articulated in the Narrative concerned allegations as to alleged contrived "*janitorial contracts*" entered into by Beaufort County and the Beaufort County DSN "Department". The attached "Agenda Item Summary", "Vendor Excel Sheet" and emails between County and DSN employees referencing "FY20" came across my desk today, in reference to a renewal of one of these alleged bogus "janitorial contracts" between Beaufort County and this "department", ostensibly for consideration and approval at tonight's County Council meeting (you will find a copy of the 2016 contract in your document package, noted as **Index Item #6**).

Since 2012, employees of Beaufort County have created janitorial contracts for bidding to outside Vendors, and allowed the DSN "department" to submit bids alongside outside Vendors. By allowing an alleged county "department" to function simultaneously as a "Vendor", this allegedly disenfranchised the legitimate Vendors from fair and equitable opportunities to secure these bids. In particular, because some of these DSN bids included the use of a federal sub-minimum wage certificate, which greatly reduced the wages paid to their disabled contractor work force, it gave DSN a significant financial advantage in the bidding process. In actuality, and according to the Beaufort County

Purchasing Ordinance, for a department to receive funds for the operation of their respective department, it would fall under:

**Sec. 2-521. - Requisition required.**

**Department heads shall use requisitions for goods or services for the operation of the department. Requisitions shall be processed according to the steps outlined in the purchasing administrative regulations.**

County Departments do not contract with one another, nor do employees or individual departments involve themselves in competitive bidding that involves outside Vendors. That would give any county department an unfair advantage and also give rise to allegations of bid rigging and/or other anticompetitive practices.

In the case of these most recent documents for yet another Beaufort County/DSN janitorial "contract" renewal, this time for Fiscal Year 2020, the only materials provided for Council's review is 1) an "Agenda Item Summary" from Dave Thomas, Purchasing Director, which reads:

**"In order to improve our process for renewing annual contracts I have provided a summary sheet (see the attached excel sheet) for your committees 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 for questions during the Committee meeting."**

2) the FY20 "excel sheet", which lists Beaufort County DSN as a "Vendor" (not a Department) and 3) emails, wherein County and DSN employees, including but not limited to, Dave Thomas, discuss paying Beaufort County DSN \$9,021.75 per month (\$108,261.00) for these alleged "janitorial services". There are no other documents, including but not limited to, the actual contract, a list of which outside Vendors submitted bid against this DSN "entity", the original bid award, or any other materials that would otherwise be included.

Contracting between County Departments, or County Departments competing against outside Vendors for a County Contract, or using a disabled workforce to gain a competitive financial advantage is unheard of, and allegedly violates the County's Purchasing Ordinance, section 2-532:

**Sec. 2-532. - Reporting of anticompetitive practices.**

**When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors under this division, a notice of the**

**relevant facts shall be transmitted to the state attorney general and the county attorney.**

Therefore, and pursuant to the above, please consider this letter and the accompanying documents as "*Notice of the Reporting of anticompetitive practices*" by Beaufort County and the Beaufort County DSN "Department". (As a reminder, since 2012 this DSN "Vendor" entity has received almost **one million dollars** in the form of "Vendor contracts" from Beaufort County.

Sincerely,

A handwritten signature in blue ink, appearing to be "M. H. ...", enclosed within a circular scribble.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Recommendation for FY 2020 Contract Renewals

**Council Committee:**

Finance Committee

**Meeting Date:**

June 3, 2019

**Committee Presenter (Name and Title):**

Dave Thomas, Purchasing Director

**Issues for Consideration:**

In order to improve our process for renewing annual contracts I have provided a summary sheet (see the attached excel sheet) for your committees 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 for questions during the Committee meeting.

**Points to Consider:**

Funds are requested by each department for approval in the FY2020 budget.

**Funding & Liability Factors:**

See the attached excel sheet for funding information.

**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 (Items 1-25) as stated in the attached summary.

|                                                                                                                                                                                                                                                               | Vendor                                                         | Purpose                                                                                            | Department                 | Account                                   | FY 2020 Cost | FY 2019 Cost | Term (Beg/End)                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------|--------------|--------------|-------------------------------|
| 1                                                                                                                                                                                                                                                             | Republic Waste Services                                        | Solid Waste Hauling                                                                                | Solid Waste                | 10001340-51165<br>10001340-5116A          | \$1,910,000  | \$1,800,000  | 7/1/2019<br>thru<br>6/30/2020 |
| 2                                                                                                                                                                                                                                                             | Waste Management (Hilton Head Hauling)                         | Hauling and Processing of recyclables at convenience centers                                       | Solid Waste                | 10001340-51167                            | \$640,000    | \$640,000    | 7/1/2019<br>thru<br>6/30/2020 |
| 3                                                                                                                                                                                                                                                             | Southern Health Partners Chattanooga, Tennessee                | Healthcare Services for County Detention Center Inmates                                            | Detention Center           | Medical/Dental Services<br>10001250-51190 | \$619,470.60 | \$681,428    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: Estimated costs due to volume demanded of this service depends on various factors throughout each fiscal year. Fiscal Year 2020 cost also includes \$80,000 annual outside cost pool limit that may or may not be expended throughout the fiscal year. |                                                                |                                                                                                    |                            |                                           |              |              |                               |
| 4                                                                                                                                                                                                                                                             | Oakwood Landfill Waste Management Ridgeland, South Carolina    | Disposal of Class II Waste                                                                         | Solid Waste                | 10001340-51166                            | \$355,000    | \$350,000    | 7/1/2019<br>thru<br>6/30/2020 |
| 5                                                                                                                                                                                                                                                             | Titan Aviation Charlotte, North Carolina                       | AVGAS and Jet Fuel for Resale                                                                      | Lady's Island Airport      | Purchases - Fuels<br>51000011-58000       | \$302,000    | \$324,000    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: Beaufort County (Lady's Island) Airport purchases this fuel for resale. Fiscal Year 2020 estimated revenue (as of 5/28/19) related to the resale of this fuel \$477,290                                                                                |                                                                |                                                                                                    |                            |                                           |              |              |                               |
| 6                                                                                                                                                                                                                                                             | Summit Food Service (formerly ABL Management) Atlanta, Georgia | Food Service Program for the BC Detention Center                                                   | Detention Center           | 10001250-51200                            | \$300,000    | \$300,000    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: Fiscal Year 2020 estimated cost includes approximately \$0.03 per meal price increase or 2.8% which is the CPI - Food Away increase as of December 2018.                                                                                               |                                                                |                                                                                                    |                            |                                           |              |              |                               |
| 7                                                                                                                                                                                                                                                             | 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    | 9/1/2019<br>thru<br>8/31/2020 |
| Notes: Addendum to contract: contract management will go through Treasurer's office only. FY20 cost is estimation.                                                                                                                                            |                                                                |                                                                                                    |                            |                                           |              |              |                               |
| 8                                                                                                                                                                                                                                                             | Automated Business Resources (ABR) Savannah, Georgia           | Provide Photocopier/Multifunction Printer Lease and Print Management Services for BC               | MIS                        | Various Departments                       | \$230,351    | \$210,000    | 4/30/2019                     |
| Notes: cost is based on 107 copy machines by Konica Minolta and 80 service printers. Monthly lease and a cost per copy apply                                                                                                                                  |                                                                |                                                                                                    |                            |                                           |              |              |                               |
| 9                                                                                                                                                                                                                                                             | South Coast Resources, Inc.                                    | Yard waste recycling services                                                                      | Solid Waste                | 10001340-51166                            | \$212,000    | \$192,000    | 7/1/2019<br>thru<br>6/30/2020 |
| 10                                                                                                                                                                                                                                                            | Manatron (Aumentum)(Thomson Reuters) Chicago, Illinois         | Property Assessment and Tax Software and Support for the Assessor, Auditor and Treasurer's Offices | Assessor Auditor Treasurer | Maintenance Contracts<br>10001152-51110   | \$207,043.97 | \$199,081    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: up to a 4% increase due to software support and software upgrades                                                                                                                                                                                      |                                                                |                                                                                                    |                            |                                           |              |              |                               |

|                                                                                                                                                                                             |                                                                                   |                                                                            |                                                                                                                                            |                                                                                                                                                                       |              |              |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|-------------------------------|
| 11                                                                                                                                                                                          | Clarke Mosquito Control Products, Inc.<br>St. Charles, Illinois                   | Public Health Insecticide for Mosquito Control                             | Mosquito Control                                                                                                                           | Public Health Products<br>10001400-52320                                                                                                                              | \$206,236.60 | \$207,258    | 8/1/2019<br>thru<br>7/31/2020 |
| Notes: Estimated costs due to volume demanded of this service depends on various factors throughout each fiscal year.                                                                       |                                                                                   |                                                                            |                                                                                                                                            |                                                                                                                                                                       |              |              |                               |
| 12                                                                                                                                                                                          | Beaufort County Open Land Trust<br>Beaufort, South Carolina                       | Rural and Critical Land Preservation Program Consulting Services           | Planning                                                                                                                                   | Professional Services<br>45000011-51160                                                                                                                               | \$179,000    | \$179,000    | 7/1/2019<br>thru<br>6/30/2020 |
| 13                                                                                                                                                                                          | EMS Management and Consultants<br>Lewisville, North Carolina                      | Billing Services for BC EMS                                                | EMS                                                                                                                                        | 10000001-44220                                                                                                                                                        | \$168,714.82 | \$168,714.82 | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: Per contract, not to exceed (NTE) \$190,000. Fiscal Year 2020 is estimated.                                                                                                          |                                                                                   |                                                                            |                                                                                                                                            |                                                                                                                                                                       |              |              |                               |
| 14                                                                                                                                                                                          | Tyler Technologies<br>Dallas, Texas                                               | Annual support and license agreement for Munits                            | Finance<br>Purchasing<br>Business License<br>Employee Services<br>Building Codes<br>Local Accomm. Tax<br>Hospitality Tax<br>Admission Fees | Maintenance Contracts<br>10001111-51110<br>10001116-51110<br>10001134-51110<br>10001160-51110<br>10001260-51110<br>20010011-51110<br>20020011-51110<br>20100011-51110 | \$147,878.72 | \$140,046    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: FY20 price increase due to added licenses                                                                                                                                            |                                                                                   |                                                                            |                                                                                                                                            |                                                                                                                                                                       |              |              |                               |
| 15                                                                                                                                                                                          | Cisco Smart Net (NWN)                                                             | provides call in support and maintenance for our Networks/Switches         | MIS                                                                                                                                        | 10001150-51110                                                                                                                                                        | \$144,038.33 | \$167,809.03 | 7/1/2019<br>thru<br>6/30/2020 |
| 16                                                                                                                                                                                          | Tyler Technologies<br>Dallas, Texas                                               | Annual support and license agreement for EnerGov SaaS                      | Finance<br>Purchasing<br>Business License<br>Employee Services<br>Building Codes<br>Local Accomm. Tax<br>Hospitality Tax<br>Admission Fees | Maintenance Contracts<br>10001111-51110<br>10001116-51110<br>10001134-51110<br>10001160-51110<br>10001260-51110<br>20010011-51110<br>20020011-51110<br>20100011-51110 | \$133,265.32 | \$140,046    | 7/1/2019<br>thru<br>6/30/2020 |
| 17                                                                                                                                                                                          | Beaufort County Disabilities and Special Needs (DSN)                              | Janitorial Services for Buckwalter, Burton St. Helena Library              | PALS                                                                                                                                       | 10001600-51210                                                                                                                                                        | \$108,261    | \$116,224    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: Fiscal Year 2020 decrease due to removal of Senior Center at Burton Wells and the Senior Room in Bluffton that is no longer on contract.                                             |                                                                                   |                                                                            |                                                                                                                                            |                                                                                                                                                                       |              |              |                               |
| 18                                                                                                                                                                                          | Hilton Head Humane Association (SNAC: SPAY/NEUTER)<br>Hilton Head, South Carolina | Provides Veterinary and Spay/Neuter Services for the County Animal Shelter | Animal Services                                                                                                                            | Professional Services<br>Spay/Neuter<br>10001270-51160<br>10001270-51165                                                                                              | \$100,000    | \$100,000    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: The process of restitution is intended to help offset the cost of this service. The County receives a small percentage of the actual cost via restitution through the court process. |                                                                                   |                                                                            |                                                                                                                                            |                                                                                                                                                                       |              |              |                               |
| 19                                                                                                                                                                                          | C2G                                                                               | Waste tire hauling/recycling                                               | Solid Waste                                                                                                                                | 23450011-51160                                                                                                                                                        | \$98,400     | \$94,500     | 7/1/2019<br>thru<br>6/30/2020 |

|                                                                                                                                                            |                                                                |                                                      |                              |                                                           |              |             |                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------|------------------------------|-----------------------------------------------------------|--------------|-------------|-------------------------------|
| 20                                                                                                                                                         | Pictometry International Corporation<br>Rochester, New York    | License Image Software/Aerial Photos                 | GIS/MIS                      | Aerial Photos<br>10001152-51250                           | \$90,409.26  | \$85,291.75 | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: FY20 price due to 4th year of contract rate                                                                                                         |                                                                |                                                      |                              |                                                           |              |             |                               |
| 21                                                                                                                                                         | Mauldin & Jenkins                                              | Audit Services and CAFR Services                     | Finance                      | 10001100-51160<br>10001111-51160                          | \$78,000.00  | \$78,000    | 7/1/2019<br>thru<br>6/30/2020 |
| Notes: Single Audit of federal expenditures, Agreed Upon Procedures for BCDSN, Passenger Facility Charge (PFC) Audit for the HH Airport and CAFR services. |                                                                |                                                      |                              |                                                           |              |             |                               |
| 22                                                                                                                                                         | USI Insurance Services (formally Wells Fargo)                  | Benefit Consulting Services                          | Employee Services            | 10001160-51160                                            | \$66,950.00  | \$66,950    | 7/1/2019<br>thru<br>6/30/2020 |
| 23                                                                                                                                                         | Andrews Technology NOVATIME                                    | NOVATIME Annual Maintenance and<br>Hosting           | Employee Services            | 10001160-51160                                            | \$63,948.00  | \$63,948    | 7/1/2019<br>thru<br>6/30/2020 |
| 24                                                                                                                                                         | South Carolina Judicial Department<br>Columbia, South Carolina | Court Management System Support                      | Clerk of Court<br>Magistrate | Maintenance Contracts<br>10001030-51110<br>10001081-51110 | \$60,000.00  | \$60,000    | 7/1/2019<br>thru<br>6/30/2020 |
| 25                                                                                                                                                         | New Vision Systems<br>New Canaan, Connecticut                  | Official Records Software and<br>Maintenance Support | Register of Deeds            | Maintenance Contracts<br>10001122-51110                   | \$52,048.00  | \$52,048    | 7/1/2019<br>thru<br>6/30/2020 |
| 26                                                                                                                                                         | SHI                                                            | Microsoft Enterprise Agreement                       | IT                           | Maintenance Contracts<br>10001150-51110                   | \$230,447.00 | \$205,769   | 7/1/2019<br>thru<br>6/30/2020 |
| 27                                                                                                                                                         | Verizon Wireless                                               | Countywide Mobile Devices                            | IT                           | Various Departments                                       | \$405,000.00 | \$405,000   | 7/1/2019<br>thru<br>6/30/2020 |



**Myers, Marlene**

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17

**From:** Geitner, Terrence  
**Sent:** Wednesday, May 29, 2019 1:25 PM  
**To:** Thomas, Dave; Myers, Marlene  
**Cc:** Loper, Shannon; Love, William  
**Subject:** RE: FY20

The only adjustment I am aware of, per Shannon's request, is that we will bill separately for supplies, travel, & equipment. This is on the last line item. I believe Gail will remove that and state that this will be billed based on actual usage.

**From:** Thomas, Dave  
**Sent:** Wednesday, May 29, 2019 1:18 PM  
**To:** Myers, Marlene  
**Cc:** Geitner, Terrence; Loper, Shannon  
**Subject:** FW: FY20  
**Importance:** High

Marlene,  
Terry will have Gail send us the new contract breakdown shortly. The new total for FY2020 is \$108,261.

**From:** Geitner, Terrence <tgeitner@bcgov.net>  
**Sent:** Wednesday, May 29, 2019 1:08 PM  
**To:** Thomas, Dave <dthomas@bcgov.net>  
**Subject:** RE: FY20

Dave,

Gail should be getting a revised invoice reflecting the new amount as well as adjustments we have made in the cleaning contracts.

The new numbers I come up with according to Beth's directions are \$9,021.75 x 12 months (\$108,261)

We are no longer responsible for the cleaning of the Senior Center @ Burton Wells and The Senior Room @ Bluffton Center as stated in previous contracts.

Hope this helps.

**From:** Thomas, Dave  
**Sent:** Wednesday, May 29, 2019 12:23 PM  
**To:** Geitner, Terrence  
**Cc:** Myers, Marlene  
**Subject:** RE: FY20

What is the total cost of the annual contract? Are there any price changes from last year?

**From:** Geitner, Terrence <tgeitner@bcgov.net>  
**Sent:** Wednesday, May 29, 2019 12:20 PM

**To:** Thomas, Dave <dthomas@bcgov.net>  
**Subject:** FW: FY20  
**Importance:** High

Dave,

As you can see, my delay has been a result of getting replies. I just received this correspondence from Shannon Loper yesterday, still without a definitive answer. I do not think an in person meeting will occur nor is it necessary to achieve our objective.

We are trying to tie up loose ends here and ready to do so. Maybe a nudge would be helpful.

The yellow highlighted correspondence was what Beth & I presented in hopes that Shannon would accept. We'll do what is necessary.

Thanks,

Terry

**From:** Loper, Shannon  
**Sent:** Tuesday, May 28, 2019 11:21 AM  
**To:** Geitner, Terrence  
**Cc:** Cody, Beth; Love, William  
**Subject:** RE: FY20

Terry,

I apologize for the delay. We are extremely busy this time of year with yearend and tournaments. I prefer paying the actual cost of materials and also would like to make sure we are getting the best prices possible. (We can discuss more in person)

Let me know some dates to meet.

Also, please note we are no longer PALS we are Parks and Recreation.

Thanks.

**From:** Geitner, Terrence <tgeitner@bcgov.net>  
**Sent:** Tuesday, May 28, 2019 8:45 AM  
**To:** Loper, Shannon <sloper@bcgov.net>  
**Cc:** Cody, Beth <bcody@bcgov.net>; Love, William <wlove@bcgov.net>  
**Subject:** FY20  
**Importance:** High

Good morning Shannon,

I sent an earlier correspondence to you on 05/14. Please let me know if we are to move forward based on our last phone conversation and the message below. We are glad to make adjustments as necessary. Dave & Marlene are waiting for my reply.

Thank you

Good morning Shannon,

I discussed with Beth Cody our conversation regarding the new contract for FY20 and any changes or concerns you had. After reviewing FY19, we could propose the following:

Using the percentage method on the PALS invoice, we currently have billed \$11,772.08 so far this year. That method of calculating is designed to cover supplies and travel time. To date, we have actually paid \$9,074.70 in supplies. If you are comfortable with the following proposal, moving forward we can bill per month for the actual supplies paid for during that period. We can certainly make that adjustment and update the new terms in the FY20 contract if that is satisfactory and meets your request.

Also, I'd like to schedule a brief meeting with you prior to the beginning of the new fiscal year. It's been a year plus since we last discussed how everything is going with the PALS locations and staff. If you can propose a few dates in early June, I will make it work on my end.

Thank you Shannon for your continued support of our consumers and offering a platform for them to be gainfully employed.

Kind regards,

*Terry J. Geitner*

*Terry J. Geitner*

Adult Services Director  
Beaufort County Disabilities & Special Needs  
100 Clear Water Way  
Beaufort, South Carolina 29906

(843) 255-6296  
(843) 255-9417 fax  
[tgeitner@bcgov.net](mailto:tgeitner@bcgov.net)

#### ***Our Mission***

*"To provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community."*