



Community Services and Public Safety Committee Beaufort County, SC

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

Monday, August 09, 2021
2:00 PM

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES- June 7, 2021
6. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**

AGENDA ITEMS

7. COMMUNITY SERVICES GRANT UPDATE
8. FOOD SERVICE FOR DETENTION CENTER CONTRACT RFP#043021
9. ANNUAL CONTRACT RENEWALS FOR DEPARTMENTS IN COMMUNITY/PUBLIC SAFETY DEPARTMENTS FOR FISCAL YEAR 2022
10. TEXT AMENDMENT TO CODE OF ORDINANCES, CHAPTER 42, ARTICLE II, DIVISION 3 (SHELDON FIRE DISTRICT)
11. BOARD AND COMMISSION VACANCIES
12. ADJOURNMENT



Community Services and Public Safety Committee Beaufort County, SC

This meeting was held both in person at Executive Conference Room, 100 Ribaut Road, Beaufort, and also virtually through Zoom.

Monday, June 7, 2021
2:00 PM

MINUTES

1. CALL TO ORDER

Committee Chairman McElynn called the meeting to order at 2:00PM.

PRESENT

Committee Chairman Lawrence McElynn
Committee Vice Chairman Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Chris Hervochon
Council Member Mark Lawson
Council Chairman Joseph Passiment
Council Vice Chairman Paul Sommerville

2. PLEDGE OF ALLEGIANCE

Committee Chairman McElynn led the Pledge of Allegiance.

3. FOIA

Committee Chairman McElynn stated public notice of this meeting had been published, posted, and distributed in compliance with the SC FOIA Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Committee Vice-Chairman Cunningham, Seconded by Council Member Howard to approve the agenda. Motion approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Dawson, Seconded by Committee Vice Chairman Cunningham to approve the minutes of April 5, 2021. Motion approved without objection.

6. CITIZEN COMMENTS

No Citizen Comments

AGENDA ITEMS

7. A DISCUSSION TO PROVIDE STATUS OF LIBRARY RENOVATION AND CONSTRUCTION PROJECTS

To view discussion and presentation: <https://beaufortcountysc.new.swagit.com/videos/122478>

8. MOSQUITO CONTROL DEPARTMENT UPDATE- INTRODUCTION OF ONCOMING MOSQUITO CONTROL PILOT

To view discussion and presentation: <https://beaufortcountysc.new.swagit.com/videos/122478>

- Mosquito app for android phone is located

9. DETENTION CENTER DEPARTMENT UPDATE

To view discussion and presentation: <https://beaufortcountysc.new.swagit.com/videos/122478>

10. DISCUSSION OF STIPENDS FOR EMS/DETENTION CENTER STAFF

To view discussion and presentation: <https://beaufortcountysc.new.swagit.com/videos/122478>

- Increase pay differential to \$250 for EMS/\$125 for Detention Center
- 120 hours a pay period is average for EMS because of the shortage
- 2-3 additional shifts over normal for Detention Center
- Concerned with the employee's lack of family time
- Would like to have more staff versus paying the stipend for overtime/extra shift work
- This is a temporary solution until comp and class kicks in and more staff is hired
- Staff will provide an update in 3 months (September)

Motion: It was moved by Council Member Dawson, Seconded by Council Member Cunningham to approve the County Administrator's implementation of stipends for EMS and Detention Center staff. Motion approved without objection.

11. THE RECOMMENDATION TO THE GOVERNOR'S OFFICE FOR THE APPOINTMENT OF MARY ANN RADKE TO THE DISABILITIES AND SPECIAL NEEDS BOARD

Motion: It was moved by Council Member Dawson, Seconded by Council Member Howard to approve the recommendation to the Governor's Office for the appointment of Mary Ann Radke to the Disabilities and Special Needs Board. Motion approved without objection.

12. THE RECOMMENDATION TO THE GOVERNOR'S OFFICE FOR THE APPOINTMENT OF EMILY MAYER TO THE DISABILITIES AND SPECIAL NEEDS BOARD

Motion: It was moved by Council Member Dawson, Seconded by Council Member Howard to approve the recommendation to the Governor's Office for the appointment of Emily Mayer to the Disabilities and Special Needs Board. Motion approved without objection.

13. THE RECOMMENDATION TO COUNTY COUNCIL FOR THE APPOINTMENT OF SHERI PHILIPS TO THE SHELDON FIRE DISTRICT BOARD

Motion: It was moved by Council Member Dawson, Seconded by Council Member Howard to approve the recommendation to County Council for the appointment of Sheri Philips to the Sheldon Fire District Board. Motion approved without objection.

14. UPDATE ON BOARDS AND COMMISSIONS- VACANIES

Not discussed due to time constraints.

15. ADJOURNMENT

Meeting adjourned at 3:07 PM.

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Community Services Grant Update
MEETING NAME AND DATE:
Community Services Committee – August 9, 2021
PRESENTER INFORMATION:
Audra Antonacci -Ogden, ACA Community Services <i>5 Minutes</i>
ITEM BACKGROUND:
The Community Services Grant Program is money that is allocated by County Council yearly for the purpose of supporting local nonprofit organizations.
PROJECT / ITEM NARRATIVE:
The application deadline is July 30 th . Human Services staff reviews applications on August 2 nd and recommendations are reviewed by Administration and approved by September. Once approved by Council the first half of the funds are disbursed late November early December.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
None
OPTIONS FOR COUNCIL MOTION:
None

Food Service Program for the Beaufort County Detention Center						
RFP 043021						
Summary Score Sheet						
Evaluators	Name of Company	Name of Company	Name of Company			
	<u>Kellwell Foods</u>	<u>Summit Food Service</u>	<u>Trinity Services Group</u>			
Quandara Grant	73	88	76			
Latasha Robinson	67	64	93			
Theresa Williams	98	96	95			
Edwin Aiken	75	85	85			
TOTALS:	313	333	349			
1. Trinity Services Group	349					
2. Summit Food Service	333					
3. Kellwell Foods	313					

Food Service Program for the Beaufort County Detention Center					
RFP 043021					
Summary Score Sheet					
Evaluators	Name of Company	Name of Company			
	<u>Summit Food Service</u>	<u>Trinity Services Group</u>			
Quandara Grant	78	92			
Latasha Robinson	50	90			
Lt. C. Aiken	74	83			
Edwin Aiken	65	90			
TOTALS:	267	355			
1. Trinity Services Group	355				
2. Summit Food Service	267				



Price Proposal

Financial Overview

Trinity is pleased to present our pricing proposal to operate the food service for the Beaufort County Detention Center. A few highlights of our proposal are as follows:

- Highly competitive wages and benefits to attract and retain qualified staff for your account.
- Options for both a Hot, Cold, Hot and a Hot, Hot, Hot Menu meeting all RFP specifications with high quality items such as oven fried chicken and chicken quarters focusing on variety and flexibility.
- Sample staff dining menu- which can be customized to your facility all offered at and extremely reasonable cost to increase employee morale and satisfaction.
- Scale pricing which will account for changes in inmate population allowing for a fluid and transparent pricing structure.





**Beaufort County Detention Center
Food Services: Pricing Page
Proposal No. 043021**

Proposal prices shall be prepared based on the menus submitted with the offeror's proposal. The nutritional values, variety, quality, and appearance of meals shall be consistent with the Recommended Dietary Allowances, American Correctional Association Standards, and South Carolina Standards for Adult Detention Facilities. Price should include the approximate number of meals to be served, based on the daily population estimated ranges at between 120-150 inmates and 10-15 staff members. Each type of meal should closely follow the guidelines outlined in the scope of services and requirements section shown in sections 3.0 through 3.30.

Hot-Hot-Hot Menu

<u>Item Description</u>	<u>Unit Price</u>
Juvenile Meals: Meets nutrient requirements and/or <u>3,000 calories</u> per day, as per required by the RDA Standards.	Scale price + \$0.40
Regular Inmate Portions: <u>2,800 calories</u> per day	\$1.778*
Double Inmate Portions:	Scale price + \$0.50
Regular Staff Portions:	\$2.50
Double Staff Portions:	\$3.00

Hot-Cold-Hot Menu

<u>Item Description</u>	<u>Unit Price</u>
Juvenile Meals: Meets nutrient requirements and/or <u>3,000 calories</u> per day, as per required by the RDA Standards.	Scale price + \$0.40
Regular Inmate Portions: <u>2,800 calories</u> per day	\$1.822*
Double Inmate Portions:	Scale price + \$0.50
Regular Staff Portions:	\$2.50
Double Staff Portions:	\$3.00

***Refer to scale price for population below 131 and above 140**



Hot-Hot-Hot Menu

TRINITY SERVICES GROUP		
Beaufort Co Detention Center		
3 Hot Meals Daily		
Inmate Population Sliding Scale		
FROM	TO	PRICE
Up To -	50	Negotiable
51 -	60	\$ 3.520
61 -	70	\$ 3.052
71 -	80	\$ 2.716
81 -	90	\$ 2.463
91 -	100	\$ 2.266
101 -	110	\$ 2.108
111 -	120	\$ 1.978
121 -	130	\$ 1.870
131 -	140	\$ 1.778
141 -	150	\$ 1.704
151 -	160	\$ 1.638
161 -	170	\$ 1.582
171 -	180	\$ 1.533
181 -	190	\$ 1.489
191 -	200	\$ 1.450
201	-And Over	\$ 1.415

Hot-Cold-Hot Menu

TRINITY SERVICES GROUP		
Beaufort Co Detention Center		
Hot-Cold-Hot		
Inmate Population Sliding Scale		
FROM	TO	PRICE
Up To -	50	Negotiable
51 -	60	\$ 3.564
61 -	70	\$ 3.096
71 -	80	\$ 2.760
81 -	90	\$ 2.507
91 -	100	\$ 2.310
101 -	110	\$ 2.152
111 -	120	\$ 2.022
121 -	130	\$ 1.914
131 -	140	\$ 1.822
141 -	150	\$ 1.748
151 -	160	\$ 1.683
161 -	170	\$ 1.627
171 -	180	\$ 1.578
181 -	190	\$ 1.534
191 -	200	\$ 1.495
201	-And Over	\$ 1.460



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Food Service for Detention Center Contract RFP#043021</i>
MEETING NAME AND DATE:
Community Services Committee Meeting August 9, 2021
PRESENTER INFORMATION:
<i>Phil Foot, Assistant County Administrator for Public Safety Alternate Colonel Quandra Grant, Director Detention Center 5 minutes</i>
ITEM BACKGROUND:
<i>New Contract for Detention Center Food Services</i>
PROJECT / ITEM NARRATIVE:
On April 30, 2021, Beaufort County received three (3) qualifications/proposals for the Detention Center food service program. This service includes the opportunity to submit a proposal that contains a scope of services for providing food services to the Beaufort County Detention Center with the implementation and management of the Food Service Program. The service contract is for one (1) year of services, with the option to renew for four (4) additional one (1) year terms. The evaluation committee consisting of: Colonel Quandra Grant, Director of Detention Center, Major Latasha Robinson, Deputy Director of Detention Center, Lt. Castran Aiken, Detention Center, Lt. Edwin Aiken, Detention Center and Theresa Williams, Detention Center, evaluated the proposals. After reviewing and evaluating the written submittals, the committee elected to interview the top two (2) firms. After the interviews and final scoring, the evaluation committee ranked Trinity Services Group, as the number one ranked firm and recommends them for the contract award.
FISCAL IMPACT:
<i>Accounting # 10001250-51200 (Meals/Contracted Services) Estimated Cost \$320,000</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the contract award.
OPTIONS FOR COUNCIL MOTION:
<i>Approve/Deny Food Service for Detention Center Contract RFP#043021 by committee and send to County Council for approval</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Community Services Committee's Recommendation for FY22 Contract Renewal Approvals over \$50,000 from various Department to Community Services Committee</i>
MEETING NAME AND DATE:
<i>Community Services Committee – August 2, 2021</i>
PRESENTER INFORMATION:
<i>David L. Thomas, CPPB, CPPO Purchasing Director, 5 minutes</i>
ITEM BACKGROUND:
<i>To improve our process for renewing annual contracts a summary sheet (see the attached excel sheet) is provided for Council's review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and notes. The Department Head responsible for the contract or their representative will be available for questions during the Council meeting.</i>
PROJECT / ITEM NARRATIVE:
<i>See the notes section on the attached summary sheet for each contract. Department backup support is also included and numbered to match the contract item number on the contract list.</i>
FISCAL IMPACT:
<i>See the attached Excel Summary Sheet covering contracts A-F. Accounts used, FY21 and the new FY 22 cost are included on the attached Excel Summary Sheet.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Recommend the Community Services Committee's approval of the contract renewals (Items A-F) as stated in the attached summary.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Approve or Deny the contract renewals.</i>

	Vendor	Purpose	Department	Account	FY21 Cost	FY22 Cost	Term (Beg/End)	
1 - A	Hilton Head Humane Association	To provide animal services	Animal Services		\$505,000.00	\$505,000	07/01/2021 thru 06/30/2022	P. Foot/ T. Trice
NOTES	No change in cost. Addendum to the contract is attached.							
2 B	Mediko, Inc.	Healthcare Services for County Detention Center Inmates	Detention Center	Medical/Dental Services 10001250-5119 0	\$1,531,301.46 as of 05/24/2021	\$1,550,000	07/01/2021 - 06/30/2022	Col. Grant
NOTES	*Price increase and Cost Pool Expenses							
3 C	OWL Transportation	transportation of individuals to Day services	DSN - Employment Services	24420011-51230	\$283,140	\$358,140	8/2019-6/2024	Beth Cody
NOTES	This is a purchase of service. The funds are SCDOT, SCDDSN and DSN fund balance for FY2021 and FY 2022.							
4 D	Stryker	EMS Cardiac Monitor/Lucas CPR Unit Maintenance Contract	EMS Contract 210128085815	Maintenance Contract 10001230-51110	\$61,452.00	\$61,452.00	08/01/2021 Thru 08/01/2023	Howell Youmans
NOTES	This contracts cover annual maintenance on Life Pak 15 and Lucas CPR machine, includes parts and replacement batteries.							
5 E	Clarke Mosquito Control Products, Inc. St. Charles, Illinois	Public Health Insecticide for Mosquito Control	Mosquito Control	Public Health Products 10001400-5232 0	\$222,196.66	\$218,427.66	07/01/21 thru 06/30/22	Gregg Hunt
NOTES								
6 F	ELECTION SYSTEMS & SOFTWARE, LLC	Maqintenance of ExpreeVote Voting system for Beaufort County	Board of Voter Registration and Elections of Beaufort County	10001143/5111 0	\$56,691.13	\$83,810	6/1/2021 - 6/30/2022	Wendell Robinson
NOTES	This is the annual plan that is statewide for all counties to maintain and repair all election equipment for all elections.							

From: [Foot, Philip](#)
To: [Moyer, Victoria](#)
Subject: RE: Contract renewal
Date: Wednesday, July 7, 2021 7:55:19 AM
Attachments: [image001.png](#)
[image002.jpg](#)

It will remain the same cost as FY21.

Thank you,

Philip A. Foot, CJM
Public Safety Division
Assistant County Administrator
Beaufort County, SC

(843)255-5171 office
<https://beaufortcountysc.webex.com/meet/philipf>

From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Tuesday, July 6, 2021 11:22 AM
To: Foot, Philip <philipf@bcgov.net>
Subject: RE: Contract renewal

Hilton Head Humane.

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
843-812-1020 C



From: Foot, Philip <philipf@bcgov.net>
Sent: Tuesday, July 6, 2021 11:19 AM
To: Moyer, Victoria <victoria.moyer@bcgov.net>
Subject: RE: Contract renewal

Which one?

Thank you,

Philip A. Foot, CJM
Public Safety Division
Assistant County Administrator
Beaufort County, SC

(843)255-5171 office
<https://beaufortcountysc.webex.com/meet/philipf>

From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Tuesday, July 6, 2021 11:07 AM
To: Foot, Philip <philipf@bcgov.net>
Cc: Thomas, Dave <dthomas@bcgov.net>
Subject: RE: Contract renewal

The only thing I need is something stating the contract cost will remain the same as FY21

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
843-812-1020 C



From: Foot, Philip <philipf@bcgov.net>
Sent: Tuesday, July 6, 2021 9:38 AM
To: Moyer, Victoria <victoria.moyer@bcgov.net>
Cc: Thomas, Dave <dthomas@bcgov.net>
Subject: RE: Contract renewal

Victoria,
Do I owe you anything else?

Thank you,

Philip A. Foot, CJM
Public Safety Division
Assistant County Administrator
Beaufort County, SC

(843)255-5171 office
<https://beaufortcountysc.webex.com/meet/philipf>

From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Tuesday, June 22, 2021 10:41 AM
To: Foot, Philip <philipf@bcgov.net>
Cc: Thomas, Dave <dthomas@bcgov.net>
Subject: FW: Contract renewal

Hi Phil,

This is what I have together to send to Community Services Committee. It will be going in August. Please verify that the information for your contracts is accurate and there are no renewals over 50k that was left out. If you have any questions just let me know

Victoria Moyer
Contracts Specialist
Beaufort County
Purchasing Department
843-255-2295 O
843-812-1020 C



From: Thomas, Dave <dthomas@bcgov.net>
Sent: Tuesday, June 22, 2021 10:36 AM
To: Moyer, Victoria <victoria.moyer@bcgov.net>
Subject: FW: Contract renewal

Please respond to Phil.
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



From: Foot, Philip <philipf@bcgov.net>
Sent: Tuesday, June 22, 2021 9:33 AM
To: Thomas, Dave <dthomas@bcgov.net>
Subject: Contract renewal

Dave,
Do you have the Public Safety Division contracts scheduled for a committee?
Phil

Thank you,

Philip A. Foot, CJM
Public Safety Division
Assistant County Administrator
Beaufort County, SC

(843)255-5171 office
<https://beaufortcountysc.webex.com/meet/philipf>

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT (the "First Amendment") is made and entered into to be effective as of July 1, 2021, by and between the COUNTY OF BEAUFORT, SOUTH CAROLINA ("County") and HILTON HEAD HUMANE ASSOCIATION, INC. ("Contractor").

WHEREAS, County and Contractor entered into that certain Contract (the "Contract") on or about July 7, 2020 whereby the County contracted with Contractor for the Work (as more particularly described and defined in the Contract);

WHEREAS, County and Contractor have agreed to certain modifications to the Contract and have agreed to enter into this First Amendment to evidence the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The following subsection D. is hereby added to Section Twenty-One of the Contract:

"D. Contractor's Rights to Terminate Contract. In the event of default of this Contract by County, Contractor shall have the right to inform County of the default by written notice to County and demand County cure such default within 30 days of County's receipt of such notice. If the County does not cure such default within the 30-day period, then Contractor may terminate this Contract by additional written notice to County. Notwithstanding anything in this Contract to the contrary, Contractor may terminate this Contract for any reason upon 90 days prior written notice to County. The County shall not be entitled to any costs or damages resulting from Contractor's termination of the Contract in accordance with this Section."

2. Both parties hereto agree that this First Amendment may be executed in one or more counterparts, which together shall constitute one and the same instrument. Further, this First Amendment may be executed and delivered via electronic transmission, including a transmission in portable document form (pdf), and such delivery shall be as effective as delivery of a manually executed counterpart of this Agreement. The parties further agree to that such electronic execution hereof shall be binding upon the parties.

3. Other than as provided herein, all other terms, obligations and conditions of the Contract shall remain in full force and effect as if this First Amendment had not been entered into.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY:

BEAUFORT COUNTY

By: _____
Name: _____
Its: _____

CONTRACTOR:

HILTON HEAD HUMANE
ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

Moyer, Victoria

From: Williams, Theresa
Sent: Monday, June 14, 2021 3:08 PM
To: Moyer, Victoria
Cc: Grant, Quandara
Subject: FY2022 Medical Budget Request

Good afternoon! The reason we are asking for more than the pricing provided by Mediko for FY22 is we have a Cost Pool of \$60K in addition to the monthly cost. Once the amount paid by Mediko exceeds this Cost Pool, Beaufort County is billed for those monies. So far for FY2021, this has totaled \$114,650.36 (and quickly caused us to exhaust the monies budgeted for FY21). We are also billed for any signing bonuses given to employees of Mediko.

I hope this answers any questions you had. Let me know if you need anything more.

Thanks,

Theresa Williams
Senior Administrative Supervisor
Beaufort County Detention Center
PO Drawer 1228
Beaufort, SC 29901-1228
(843)255-5178 (work)
(843)255-5209 (fax)

Moyer, Victoria

From: Williams, Theresa
Sent: Thursday, June 3, 2021 1:54 PM
To: Moyer, Victoria
Subject: FW: MEDIKO 2021-2020 Renewal
Attachments: First Amendment to 2020 Contract - Mediko + Beaufort County - MEDIKO Signed.pdf

Here is what Col. Grant provided.

Theresa Williams

Senior Administrative Supervisor
Beaufort County Detention Center
PO Drawer 1228
Beaufort, SC 29901-1228
(843)255-5178 (work)
(843)255-5209 (fax)

From: Grant, Quandara <qgrant@bcgov.net>
Sent: Thursday, June 3, 2021 1:53 PM
To: Williams, Theresa <theresaw@bcgov.net>
Subject: FW: MEDIKO 2021-2020 Renewal

FYI

From: Candice Hansley <chansley@mediko.com>
Sent: Monday, April 12, 2021 3:42 PM
To: Grant, Quandara <ggrant@bcgov.net>
Cc: Williams, Theresa <theresaw@bcgov.net>
Subject: RE: MEDIKO 2021-2020 Renewal

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

No problem. Here you go.

Thank you for continuing to be a valued partner of MEDIKO.

Sincerely,

Candice Hansley, CPA
Controller

MEDIKO, Inc.
3900 Westerre Parkway
Suite 302
Richmond, VA 23233
chansley@mediko.com

Direct Dial: 804-554-1880
Office: 804-433-1040 Ext. 212
Fax: 804-433-1050
Toll Free: 800-951-1597



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From: Grant, Quandara <ggrant@bcgov.net>
Sent: Monday, April 12, 2021 2:52 PM
To: Candice Hansley <chansley@mediko.com>
Cc: Williams, Theresa <theresaw@bcgov.net>
Subject: RE: MEDIKO 2021-2020 Renewal

Ms. Hansley,

I do apologize for not responding sooner. I somehow missed this email. Would you please email a signed version of this renewal request and I will forward to the appropriate department for approval.

Thank you,

Col. Quandara Grant, Director
Beaufort County Detention Center
PO Drawer 1228
Beaufort, SC 29901-1228
843-255-5218 (W)
843-255-5209 (F)

From: Candice Hansley <chansley@mediko.com>
Sent: Monday, April 12, 2021 1:37 PM
To: Grant, Quandara <ggrant@bcgov.net>
Subject: RE: MEDIKO 2021-2020 Renewal

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

Good afternoon,

I wanted to follow up on the renewal request below. Did you have any questions? If not, would you like me to send over a signed version to circulate on your end?

Thank you,

Candice Hansley, CPA
Controller

MEDIKO, Inc.
3900 Westerre Parkway
Suite 302
Richmond, VA 23233
chansley@mediko.com

Direct Dial: 804-554-1880
Office: 804-433-1040 Ext. 212
Fax: 804-433-1050
Toll Free: 800-951-1597



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From: Candice Hansley
Sent: Wednesday, March 17, 2021 2:08 PM
To: 'qgrant@bcgov.net' <qgrant@bcgov.net>
Cc: Kaveh Ofogh <kofogh@mediko.com>; Mark Cassidy <mcassidy@mediko.com>
Subject: RE: MEDIKO 2021-2020 Renewal

Good afternoon,

I hope all is well with you. Please see the attached renewal for the 2021-2022 year. If you don't have any questions or concerns, I can forward over a signed copy to circulate on your end if you'd like. Otherwise, please return signed and I will have it fully executed and returned to you for your records.

Thank you for continuing to be a valued partner with MEDIKO. We look forward to another year with Beaufort County!

Sincerely,

Candice Hansley, CPA
Controller

MEDIKO, Inc.
3900 Westerre Parkway
Suite 302
Richmond, VA 23233
chansley@mediko.com

Direct Dial: 804-554-1880

Office: 804-433-1040 Ext. 212
Fax: 804-433-1050
Toll Free: 800-951-1597



Result Focused \rightleftharpoons Relationship Driven[®]

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**FIRST AMENDMENT TO
INMATE HEALTH CARE SERVICES CONTRACT**

THIS FIRST AMENDMENT (“Amendment”) to Inmate Health Care Services Contract, dated March 17, 2021, is made by MEDIKO, Inc. (“Contractor”) and the County of Beaufort, South Carolina (“County”) and recites and provides as follows:

RECITALS:

A. Contractor and County are parties to an Inmate Health Care Services Contract dated June 8, 2020, for the provision of certain inmate health care services at the Beaufort County Detention Center (“Contract”) commencing July 1, 2020.

B. The parties desire to amend the terms of the Contract as set forth in this Amendment.

AMENDMENT:

NOW, THEREFORE, in consideration of the above recitals, the agreements made herein and other good and valuable consideration, the Contract is hereby amended as set forth below:

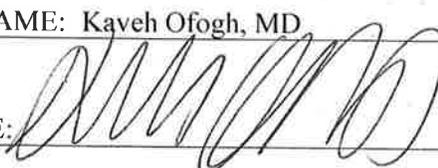
1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings set forth in the Contract, as amended.

2. The Base Compensation for the period beginning July 1, 2021 and ending June 30, 2022 (the “Renewal Term”) shall equal \$1,445,137.38 per year or \$120,428.12 per month.

3. In all other respects, the Contract is hereby ratified and confirmed.

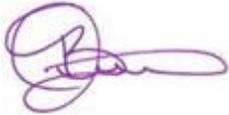
4. This Amendment may be signed in any number of counterparts but all counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

MEDIKO, INC.	COUNTY OF BEAUFORT
PRINTED NAME: Kaveh Ofogh, MD	PRINTED NAME:
SIGNATURE: 	SIGNATURE:
TITLE: Founder & CEO	TITLE:
DATE: 4-12-2021	DATE:

From: [Cody, Beth](#)
To: [Moyer, Victoria](#)
Subject: Owl Transportation
Date: Tuesday, July 13, 2021 10:58:48 AM
Attachments: [06162021BEAUFORT COUNTY REQUEST FOR RATE INCREASE.pdf](#)

We would like to increase the Owl Transportation PO to \$358140.



Beth Cody
Fiscal Operations Manager
Beaufort County Disabilities and Special Needs
100 Clear Water Way
Beaufort SC 29906
843-255-6298
843-255-9417 fax
bcody@bcgov.net

BCDSN Mission:

“Provide quality services and support to our consumers and facilitate opportunities for them to live productively and inclusively in the community.”

Confidentiality Notice: This electronic email may contain information that is privileged, confidential, and/or may be otherwise protected by law from disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic mail or its contents or attachments by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately so that we may correct the error. Please delete the original message. Thank you.



DR. LASTER B. WALKER
PRESIDENT
Direct Dial
(904) 755-4720
E-mail:
dr.walker@owlincgroup.com

June 16, 2021

Via email to _____
Bill Love
Executive Director
Beaufort County DSN Department

RE: Contract Renewal for Transportation Services- Beaufort County Disabilities and
Special Needs Department (RFP 040419)
Request for Rate Increase

Dear Mr. Bill Love:

Owl has confirmed the annual renewal rate of \$283,140 for 2 vehicles. COVID-19, had an unprecedented impact on Owl's transportation operations throughout the nation. As a direct result of COVID-19, Owl has been forced to close, at least temporarily, four locations and to reduce the work force by 40%. Therefore, it is impossible to add additional vehicles under the current rates due to increased insurance, fuel, and labor costs due to the disruption caused by COVID-19, if additional vehicles are need there will be an additional cost of \$75,000.00 per year per vehicle.

Based upon the totality of the circumstances surrounding this contract and to insure that both Owl Inc. and County Council of Beaufort County paramount concern is the health, safety, and welfare of the clients who rely on the transportation, it is clear that the above-referenced rate increase is required to ensure quality service.

Sincerely,

Dr. Laster Bernard Walker



COUNTY COUNCIL OF BEAUFORT COUNTY

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



June 1, 2020

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

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

Dear Mr. Walker:

It is a great pleasure to inform you that Beaufort County DSN wishes to renew the above-mentioned contract for a one-year term. Per our previous correspondence, we understand that Owl, Inc. has confirmed an annual renewal rate of \$283,140. The contract renewal period will begin on July 1, 2020 and end on June 30, 2021. This will serve as year two of a possible total of five years of this contract.

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

Sincerely,


Bill Love, Executive Director
Beaufort County DSN Department

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

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

6/1/2020

Authorized Name and Title to bind company

Date

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

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



COUNTY COUNCIL OF BEAUFORT COUNTY

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



May 5, 2021

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

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

Dear Dr. Walker:

It is a great pleasure to inform you that Beaufort County DSN wishes to renew the above-mentioned contract for a one-year term. Per our previous correspondence, we understand that Owl, Inc. has confirmed an annual renewal rate of \$283,140. The contract renewal period will begin on July 1, 2021 and end on June 30, 2022. This will serve as year three of a possible total of five years of this contract.

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

Sincerely,

Bill Love, Executive Director

Beaufort County DSN Department

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

Dr. Laster B. Walker, President

Authorized Name and Title to bind company

6/8/2021

Date

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

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

Sales Rep Name: Ryan Jacobsma
 ProCare Service Rep: Bart Arnold

3800 E. Centre Ave
 Portage, MI 49009

Date: 1/28/2021
 ID #: 210128085815

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1076779	Name: Howell Youmans
Shipping Acct Num: 1076779	Title: Deputy Director
Account Name: BEAUFORT COUNTY EMS	Phone: (843) 255-5362
Account Address: 2727 DEPOT RD	Email: howelly@bcgov.net
City, State Zip: BEAUFORT, SC 29902	

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	16	3	\$67,392.00
2	LP1000	LifePak 1000	LP1000 PM Only Onsite	3	3	\$3,564.00
3	LP15	LifePak 15	LP15 Prevent Onsite	21	3	\$113,400.00

PROGRAM INCLUDES:

LUCAS Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

** (Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

** (Onsite Repairs or Depot Depending on Agreement) **

LP1000 PM Only Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

** (Onsite PM or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$184,356.00
	Annual Payments \$61,452.00	
See below for complete payment schedule	FINAL TOTAL	\$184,356.00

Start Date: 8/1/2021
 End Date: 7/31/2024

 Stryker Signature Date

 Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

 Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 184,356.00
8/1/2021	\$ 61,452.00	\$ -	122,904.00	\$ 122,904.00
8/1/2022	\$ 61,452.00	\$ -	61,452.00	\$ 61,452.00
8/1/2023	\$ 61,452.00	\$ -	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LUCAS	30113525	LUCAS Prevent Onsite
2	LUCAS	30124823	LUCAS Prevent Onsite
3	LUCAS	30137449	LUCAS Prevent Onsite
4	LUCAS	30137535	LUCAS Prevent Onsite
5	LUCAS	30137542	LUCAS Prevent Onsite
6	LUCAS	30137543	LUCAS Prevent Onsite
7	LUCAS	30137544	LUCAS Prevent Onsite
8	LUCAS	30137545	LUCAS Prevent Onsite
9	LUCAS	30137547	LUCAS Prevent Onsite
10	LUCAS	30137548	LUCAS Prevent Onsite
11	LUCAS	30137549	LUCAS Prevent Onsite
12	LUCAS	30137551	LUCAS Prevent Onsite
13	LUCAS	35175537	LUCAS Prevent Onsite
14	LUCAS	35185799	LUCAS Prevent Onsite
15	LUCAS	35185800	LUCAS Prevent Onsite
16	LUCAS	35185801	LUCAS Prevent Onsite
17	LP1000	43347835	LP1000 PM Only Onsite
18	LP1000	43368014	LP1000 PM Only Onsite
19	LP1000	43368015	LP1000 PM Only Onsite
20	LP15	44854790	LP15 Prevent Onsite
21	LP15	44854842	LP15 Prevent Onsite
22	LP15	44854858	LP15 Prevent Onsite
23	LP15	44855237	LP15 Prevent Onsite
24	LP15	44855367	LP15 Prevent Onsite
25	LP15	44855369	LP15 Prevent Onsite
26	LP15	44855415	LP15 Prevent Onsite
27	LP15	44855497	LP15 Prevent Onsite
28	LP15	44855588	LP15 Prevent Onsite
29	LP15	44861713	LP15 Prevent Onsite
30	LP15	46603819	LP15 Prevent Onsite
31	LP15	40456254	LP15 Prevent Onsite
32	LP15	41221006	LP15 Prevent Onsite
33	LP15	42480064	LP15 Prevent Onsite
34	LP15	43281512	LP15 Prevent Onsite
35	LP15	43281843	LP15 Prevent Onsite
36	LP15	43739649	LP15 Prevent Onsite
37	LP15	43739809	LP15 Prevent Onsite
38	LP15	43739932	LP15 Prevent Onsite
39	LP15	47912123	LP15 Prevent Onsite
40	LP15	48768057	LP15 Prevent Onsite

Purchase Order Form



Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 210128085815

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1076779	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1076779	
Company Name	BEAUFORT COUNTY EMS	
Contact or Department	Howell Youmans	
Street Address	2727 DEPOT RD	
Add'l Address Line		
City, ST ZIP	BEAUFORT, SC 29902	
Phone	(843) 255-5362	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment Stryker Quote Number 210128085815

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK[®] 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

From: [Youmans, Howell](#)
To: [Moyer, Victoria](#)
Subject: Stryker Service Plan Renewal 2021
Date: Thursday, June 3, 2021 9:58:05 AM
Attachments: [Bart Arnold - BEAUFORT COUNTY EMS - LP15 Prevent Onsite - 3 - Annual - 210128085815.pdf](#)
Importance: High

Victoria,

Here is the Stryker Service Plan renewal quote. The current service plan expires on 7/31/2021. This quote is for three year of on-site inspection with onsite repair service with battery replacement (more information is listed on the quote).

Below is a list of devices covered under the service plan:

- EMS 3 LP-15 44854790
- EMS 6 LP-15 44854842
- EMS 7 LP-15 44854858
- EMS 9 LP-15 44855237
- EMS 10 LP-15 44855367
- EMS 11 LP-15 44855369
- EMS 5 LP-15 44855415
- EMS 4 LP-15 44855497
- EMS 1 LP-15 44855588
- EMS 2 LP-15 44861713
- EMS 2019B LP-15 46603819
- Lucas 35175537
- EMS 2 Lucas 35185799
- EMS 1 Lucas 35185800
- Lucas 35185801
- EMS 27 Lucas 30113525
- EMS 25 Lucas 30124823
- EMS 28 Lucas 30137449
- EMS 5 Lucas 30137535
- EMS 2 Lucas 30137542
- EMS 3 Lucas 30137543
- EMS 4 Lucas 30137544

EMS 6 Lucas 30137545

EMS 7 Lucas 30137547

EMS 8 Lucas 30137548

EMS 9 Lucas 30137549

EMS 26 Lucas 30137551

RMAT 4 EMS 1 LP-15 40456254

EMS 102 LP-15 41221006

EMS 8 LP-15 42480064

EMS 26 LP-15 43281512

EMS 24 LP-15 43281843

EMS 28 LP-15 43739649

EMS 25 LP-15 43739809

EMS 27 LP-15 43739932

LP-1000 43347835

LP-1000 43368014

LP-1000 43368015

RMAT 2019 LP-15 47912123

RMAT BFT LP-15 48768057

If you have any questions, let me know.

Thanks,

[Howell](#)



St Cha

U.S.A.
www.clarke.com
TOLL-FREE: 800-323-5727

PH: 630-894-2000
FAX: 630-443-3070
EMAIL: customercare@clarke.com

QUOTATION

B Beaufort County M.C.D. (B11310)
I Greg Hunt
L 84 Shanklin Rd
L
T Beaufort, SC 29906-8427
O 843-719-4646
843-846-1633

S Beaufort County M.C.D.
H Elizabeth Hager
I 39 Airport Circle
P
T Beaufort, SC 29907-1523
O 843-255-5800

Address ID: 000000

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002026117	05/05/21	Sydney Brogden	Gabriela - Sales Associate	06/30/21

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11734	DUET HD MINI TOTE	4 tot	51,034.5000/ tot	204,138.00
Tax:				14,289.66
Order total				218,427.66
Total				218,427.66

* 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

* A 15% restocking fee plus freight costs may be assessed to any returned items. Items must be returned within 120 days of shipment and in an acceptable condition.

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

**ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT (“Agreement”) is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company (“ES&S”) and **Beaufort County, South Carolina** (“Customer”).

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment (“Equipment”) and licensed the software (“Software”) described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the “Term”). Upon expiration of the Term, this Agreement may be renewed by the parties upon terms and conditions as may be mutually agreed upon in writing by the parties. This Agreement may be terminated by the first to occur of (a) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (d), which will require no notice), (b) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (c) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer’s jurisdiction, or (d) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S’ agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II

HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Term. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Term. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Attachment 1 as "**Bronze Coverage**" shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner

Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products during the Term. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Beaufort County, South Carolina** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section do not permit Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the Software without ES&S' prior written consent.
- d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue during the Term. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates, (ii) train Customer on Updates, if such training is requested by Customer; or (iii) provide maintenance and support on the

ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. In the event Customer requests that ES&S install ES&S Firmware Updates, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, Customer shall be responsible for:

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

ARTICLE V MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties

with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

8. **Termination for Non-appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Client under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for nonappropriation with thirty (30) days written notice without penalty or other cost.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

BEAUFORT COUNTY, SOUTH CAROLINA
P.O. Box 1228
Beaufort, SC 29906
Fax No.: N/A

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

V.P. of Finance

Title

Title

Date

Date

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$190,950.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$25,225.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$202,875.00
Total Maintenance Fees for the Term:		\$419,050.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$83,810.00 due on or before June 1, 2021 for the Coverage Period of July 1, 2021 through June 30, 2022.		
\$83,810.00 due on or before June 1, 2022 for the Coverage Period of July 1, 2022 through June 30, 2023.		
\$83,810.00 due on or before June 1, 2023 for the Coverage Period of July 1, 2023 through June 30, 2024.		
\$83,810.00 due on or before June 1, 2024 for the Coverage Period of July 1, 2024 through June 30, 2025.		
\$83,810.00 due on or before June 1, 2025 for the Coverage Period of July 1, 2025 through June 30, 2026.		

Attachment 1**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**Term: **July 1, 2021 through June 30, 2026**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
100	Model DS200 Scanner (Silver Coverage)	7/1/2021 through 6/30/2022	\$130.00	\$13,000.00
2	Model DS450 Scanner (Silver Coverage)	7/1/2021 through 6/30/2022	\$1,895.00	\$3,790.00
535	ExpressVote BMD Terminal (Bronze Coverage)	7/1/2021 through 6/30/2022	\$40.00	\$21,400.00
Total Maintenance Fees for the Coverage Period July 1, 2021 through June 30, 2022				\$38,190.00
100	Model DS200 Scanner (Silver Coverage)	7/1/2022 through 6/30/2023	\$130.00	\$13,000.00
2	Model DS450 Scanner (Silver Coverage)	7/1/2022 through 6/30/2023	\$1,895.00	\$3,790.00
535	ExpressVote BMD Terminal (Bronze Coverage)	7/1/2022 through 6/30/2023	\$40.00	\$21,400.00
Total Maintenance Fees for the Coverage Period July 1, 2022 through June 30, 2023				\$38,190.00
100	Model DS200 Scanner (Silver Coverage)	7/1/2023 through 6/30/2024	\$130.00	\$13,000.00
2	Model DS450 Scanner (Silver Coverage)	7/1/2023 through 6/30/2024	\$1,895.00	\$3,790.00
535	ExpressVote BMD Terminal (Bronze Coverage)	7/1/2023 through 6/30/2024	\$40.00	\$21,400.00
Total Maintenance Fees for the Coverage Period July 1, 2023 through June 30, 2024				\$38,190.00
100	Model DS200 Scanner (Silver Coverage)	7/1/2024 through 6/30/2025	\$130.00	\$13,000.00
2	Model DS450 Scanner (Silver Coverage)	7/1/2024 through 6/30/2025	\$1,895.00	\$3,790.00
535	ExpressVote BMD Terminal (Bronze Coverage)	7/1/2024 through 6/30/2025	\$40.00	\$21,400.00
Total Maintenance Fees for the Coverage Period July 1, 2024 through June 30, 2025				\$38,190.00
100	Model DS200 Scanner (Silver Coverage)	7/1/2025 through 6/30/2026	\$130.00	\$13,000.00
2	Model DS450 Scanner (Silver Coverage)	7/1/2025 through 6/30/2026	\$1,895.00	\$3,790.00
535	ExpressVote BMD Terminal (Bronze Coverage)	7/1/2025 through 6/30/2026	\$40.00	\$21,400.00
Total Maintenance Fees for the Coverage Period July 1, 2025 through June 30, 2026				\$38,190.00

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
Total Hardware Maintenance Fees for the Term				\$190,950.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Beaufort County, South Carolina

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of equipment.
5. Repair Services.
 - Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.
 - Customer has access to the ES&S Help Desk for assistance.

- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Term: **July 1, 2021 through June 30, 2026**

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – Reporting Only	7/1/2021 through 6/30/2022	\$5,045.00
1	ElectionWare Software – Reporting Only	7/1/2022 through 6/30/2023	\$5,045.00
1	ElectionWare Software – Reporting Only	7/1/2023 through 6/30/2024	\$5,045.00
1	ElectionWare Software – Reporting Only	7/1/2024 through 6/30/2025	\$5,045.00
1	ElectionWare Software – Reporting Only	7/1/2025 through 6/30/2026	\$5,045.00
Total Software License, Maintenance and Support Fees for the Term			\$25,225.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Term: **July 1, 2021 through June 30, 2026**

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
100	Model DS200 Scanner	7/1/2021 through 6/30/2022	\$80.00	\$8,000.00
2	Model DS450 Scanner	7/1/2021 through 6/30/2022	\$1,575.00	\$3,150.00
535	ExpressVote BMD Terminal	7/1/2021 through 6/30/2022	\$55.00	\$29,425.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2021 through June 30, 2022				\$40,575.00
100	Model DS200 Scanner	7/1/2022 through 6/30/2023	\$80.00	\$8,000.00
2	Model DS450 Scanner	7/1/2022 through 6/30/2023	\$1,575.00	\$3,150.00
535	ExpressVote BMD Terminal	7/1/2022 through 6/30/2023	\$55.00	\$29,425.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2022 through June 30, 2023				\$40,575.00
100	Model DS200 Scanner	7/1/2023 through 6/30/2024	\$80.00	\$8,000.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
2	Model DS450 Scanner	7/1/2023 through 6/30/2024	\$1,575.00	\$3,150.00
535	ExpressVote BMD Terminal	7/1/2023 through 6/30/2024	\$55.00	\$29,425.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2023 through June 30, 2024				\$40,575.00
100	Model DS200 Scanner	7/1/2024 through 6/30/2025	\$80.00	\$8,000.00
2	Model DS450 Scanner	7/1/2024 through 6/30/2025	\$1,575.00	\$3,150.00
535	ExpressVote BMD Terminal	7/1/2024 through 6/30/2025	\$55.00	\$29,425.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2024 through June 30, 2025				\$40,575.00
100	Model DS200 Scanner	7/1/2025 through 6/30/2026	\$80.00	\$8,000.00
2	Model DS450 Scanner	7/1/2025 through 6/30/2026	\$1,575.00	\$3,150.00
535	ExpressVote BMD Terminal	7/1/2025 through 6/30/2026	\$55.00	\$29,425.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2025 through June 30, 2026				\$40,575.00
Total Firmware License, Maintenance and Support Fees for the Term				\$202,875.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

- Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
 3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
 4. Customer shall be responsible for data extraction from Customer voter registration system.
 5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
 6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
 7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
 8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
 9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
 10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

PART I - GENERAL ORDINANCES
Chapter 42 - FIRE PREVENTION AND PROTECTION
ARTICLE II. - FIRE DISTRICTS
DIVISION 3. SHELDON FIRE DISTRICT

DIVISION 3. SHELDON FIRE DISTRICT¹

Sec. 42-81. Creation boundaries.

There is created a Sheldon Fire District for the purpose of serving all properties located in the County north of the Whale Branch and Combahee Rivers including those areas within the town limits of Yemassee which are located in Beaufort County.

(Ord. No. 2013/8 , 2-11-2013)

Sec. 42-81.1. Fire district board.

- (a) *Membership.* There is hereby established a Sheldon Fire District Board, composed of a seven-member Board appointed by the Beaufort County Council. The board members shall be appointed at large from the Sheldon service area. At no point in time shall an elected official for a municipal, county, state, or federal office serve concurrently as a member of the fire district board.
- (b) *Terms.* Terms of the office shall be four years or reappointed until successors are appointed and qualify. Provided, however, that of those first appointed, three shall serve for four years and two shall serve for two years, the respective terms of office being designated by County Council in its appointments. The members of the board shall serve without pay and shall file an annual report with the Beaufort County Council not later than the first of November of each year, showing all activities and disbursements made by the district during the fiscal year.

(Ord. No. 2013/8 , 2-11-2013)

Sec. 42-81.2. Powers, duties and responsibilities.

- (a) *Sheldon Fire District Board.* The board shall have the following powers, duties and responsibilities:
- (1) To approve and adopt an annual budget subject to the approval by the county council.
 - (2) To implement the annual budget for the operation of the District and approve the expenditure of all funds.
 - (3) To provide managerial controls to ensure the effective oversight of the Sheldon Fire District's annual budget.
 - (4) To approve and adopt plans for the purchase of such firefighting, medical and rescue equipment as the board deems necessary for the purpose of controlling fires and effecting medical and rescue response within the money allocated or made available to the district for such purpose.

¹Editor's note(s)—Ord. No. 2013/8 , adopted Feb. 11, 2013, amended div. 3 in its entirety to read as herein set out. Former div. 3 pertained to the same subject matter, consisted of §§ 42-81—42-86, and derived from the 1982 Code.

- (5) To approve and adopt plans for the selection, procurement of land and construction of buildings, fire and EMS stations within the area where firefighting apparatus, medical and rescue equipment shall be kept and maintained subject to the approval by the county council.
- (6) Subject to the approval by the county council to approve and adopt plans for borrowing money on such terms and for such a period as the Sheldon Fire District board may deem most beneficial for the fire district in anticipation of taxes. The indebtedness shall be evidenced by a note issued by Beaufort County Council and the county treasurer.
- (7) The fire district board shall be responsible for developing a list of qualified candidates for the position of fire chief which shall be presented to the county administrator who shall have the authority, after consultation with the fire district board, to hire the fire chief.
- (8) The fire district board in consultation with the county administrator shall be responsible for developing performance standards to effectively evaluate the fire chief. The fire district board shall be responsible for conducting an annual performance evaluation implementing such performance standards with such evaluation being provided to the county administrator for purposes of promotion, demotion, and termination. The county administrator shall have the authority to make decisions regarding the performance of the fire chief, after consultation with the fire district board, in regards to the promotion, demotion, or termination of the fire chief.
- (9) To manage fire and rescue resources and services for the Beaufort County citizenry residing within the Sheldon Fire District.
- (10) To approve and adopt policies to ensure that firefighting, rescue and medical equipment is properly utilized to the best advantage of the fire district.
- (11) To adopt and approve a "hiring and retention" policy that will comply with established Beaufort County Council goals and objectives and provide the district with qualified salaried personnel to effectively provide fire suppression and medical services.
- (12) Consistent with the Beaufort County Code Section 2-194, the board shall be responsible for the development of a fire district strategic plan, including goals and objectives congruent with the comprehensive plan formulated and written by the council, which shall have a scope of five years and shall contain specific, measurable and time-phased goals for the current budget year and four out-years. In addition, the board shall present the strategic plan to the council annually as scheduled by the county administrator. The time period for compliance with the ordinance in this respect is six months after formulation, finalization and approval of the county's strategic plan.
- (13) To provide a forum for public opinion concerning the Sheldon Fire District's Strategic Plan.
- (14) All board members and staff will adhere to those policies that are adopted in accordance with sections 2-191 through 2-198 of the Beaufort County Code of Ordinances when conducting administrative and managerial functions of the fire district.

(Ord. No. 2013/8 , 2-11-2013)

Sec. 42-81.3. Fire chief responsibilities.

- (a) *Sheldon Fire District Fire Chief.* The Sheldon Fire Chief shall have certain responsibilities related to the operation of the Sheldon Fire Department. These responsibilities include, but are not limited to, the responsibilities outlined below:
 - (1) To prepare and submit an annual budget to the Sheldon Fire District Board for all expenditures of the Sheldon Fire District.

- (2) To provide managerial controls to ensure the effective oversight of the Sheldon Fire District's Annual Budget.
- (3) To prepare and submit plans to the Sheldon Fire District Board for the purchase of such firefighting, medical and rescue equipment and procurement of land and construction of buildings and fire stations as the fire chief deems necessary for the purpose of controlling fires and effecting medical and rescue response within the money allocated or made available to the fire chief for such purpose and to ensure proper controls and coordination of all purchasing activities in accordance with Beaufort County Procurement requirements.
- (4) To prepare and make recommendations, including plans, to the Sheldon Fire District Board for the selection and procurement of firefighting, medical and rescue equipment.
- (5) To prepare and submit plans in compliance with the Sheldon Fire District Hiring Policy for the selection and hiring of salaried and non-salaried personnel staff to effectively provide fire protection services and serve the Beaufort County citizenry residing within the Sheldon Fire District.
- (6) To hire, supervise, train, promote, provide direction, discipline and terminate Sheldon Fire District employees in compliance with Sheldon Fire District policies and procedures.
- (7) To administer annual performance standards as established by the Sheldon Fire District policies and procedures to effectively evaluate fire district employee's work performance.
- (8) To plan and organize activities of the fire district regarding utilization of personnel, facilities and equipment, fire prevention, public education, training, code enforcement, fire suppression, rescue and emergency medical service.
- (9) To establish overall equipment specification requirements and major equipment purchase recommendations.
- (10) To ensure the proper upkeep, maintenance, repair and inspection of Sheldon Fire District fire apparatus and equipment.
- (11) To respond to public inquiries and aid in conflict resolution with citizens and fire/rescue personnel.
- (12) To represent the Sheldon Fire District on various community commissions, committees and public safety concerns.
- (13) To approve and adopt such operational rules and regulations as he/she may deem proper and necessary to ensure that the equipment is used and firefighting service is provided to the best advantage of the district.
- (14) To present the Sheldon Fire District's Strategic Plan, in coordination with the Sheldon Fire District Board, to the Beaufort County Council annually as scheduled by the county administrator. The time period for compliance with the ordinance in this respect is six months after formulation, finalization and approval of the county's strategic plan.
- (15) To provide an initial forum for public opinion concerning the Sheldon Fire District's Strategic Plan.
- (16) To make recommendations and presentations, in coordination with the Sheldon Fire District Commission, to Beaufort County Council for final judgment concerning the Sheldon Fire District's Strategic Plan.
- (17) To take all actions necessary to ensure that the district remains eligible to receive funds pursuant to South Carolina Code of Laws § 23-9-310 et seq.

(Ord. No. 2013/8 , 2-11-2013)

Sec. 42-82. Enforcement of fire laws.

All members of the Sheldon Fire District may direct and control traffic at the scene of any fire, medical or rescue emergency in the area of the district and enforce the state laws relating to the following of fire, medical and rescue apparatus, the crossing of fire hose or interfering with firefighters in the discharge of their duties in connection with a fire, medical or rescue emergency in a like manner as provided for the enforcement of such laws by peace officers.

(Ord. No. 2013/8 , 2-11-2013)

Sec. 42-83. Unlawful acts; penalties.

It is unlawful to interfere with a member of a fire department in the discharge of his duties in the Sheldon Fire District or to interfere with any fire, medical or rescue apparatus used by the fire department in the district and any person so offending shall be subject to a fine not to exceed \$200.00 or imprisonment not to exceed 30 days.

(Ord. No. 2013/8 , 2-11-2013)

Secs. 42-84—42-115. Reserved.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Text amendment to Code of Ordinances, Chapter 42, Article II, Division 3 (Sheldon Fire District)
MEETING NAME AND DATE:
Community Services Committee - August 9, 2021
PRESENTER INFORMATION:
Thomas J. Keaveny, II Deputy County Attorney
ITEM BACKGROUND:
The Sheldon Fire District currently provides fire service to areas of the Town of Yemassee which are located in Beaufort County. The Code of Ordinances is outdated in that it indicates the district does not provide service to these areas. The sole purpose of the amendment is to update the description of the district's boundaries to include these areas.
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
The code needs to be updated to accurately reflect the district's boundaries.
OPTIONS FOR COUNCIL MOTION:
◇ Motion to approve/deny text amendment ◇ Move forward to Council for First Reading on August 23, 2021

ORDINANCE 2021/ _____

**TEXT AMENDMENTS TO BEAUFORT COUNTY CODE OF ORDINANCES,
CHAPTER 42, ARTICLE II, DIVISION 3, SECTION 42.-81 TO UPDATE BOUNDARIES.**

WHEREAS deleted text is stricken through; added text is underlined.

Adopted this _____ day of _____, 202____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah w. Brock, JD, Clerk to Council

First Reading:

Second Reading:

Third reading:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
BOARDS AND COMMISSIONS VACANCIES
MEETING NAME AND DATE:
COMMUNITY SERVICES AND PUBLIC SAFETY COMMITTEE MEETING <ul style="list-style-type: none">AUGUST 9, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN MCELYNN
ITEM BACKGROUND:
COMMUNITY SERVICES AND PUBLIC SAFETY COMMITTEE MEETING
PROJECT / ITEM NARRATIVE:
ALCOHOL & DRUG ABUSE BOARD : 1 VACANCY – COUNTYWIDE BLUFFTON TOWNSHIP FIRE DISTRICT BOARD: 1 VACANCY, DISTRICT 5 LIBRARY BOARD: 1 VACANCY, DISTRICT 9
FISCAL IMPACT:
NONE
STAFF RECOMMENDATIONS TO COUNCIL:
OPTIONS FOR COUNCIL MOTION:
INFORMATIONAL PURPOSES ONLY