#### COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX 100 RIBAUT ROAD

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ASHLEY M. JACOBS COUNTY ADMINISTRATOR

> SARAH W. BROCK CLERK TO COUNCIL

STEWART H. RODMAN CHAIRMAN D. PAUL SOMMERVILLE

VICE CHAIRMAN COUNCIL MEMBERS

MICHAEL E. COVERT GERALD DAWSON

BRIAN E. FLEWELLING YORK GLOVER, SR. CHRIS HERVOCHON ALICE G. HOWARD MARK LAWSON LAWRENCE P. MCELYNN JOSEPH F. PASSIMENT, JR.

**AGENDA** FINANCE COMMITTEE Monday, June 3, 2019 2:00 p.m.

Executive Conference Room, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort

Committee Members: Joseph Passiment, Chairman Chris Hervochon, Vice Chairman Gerald Dawson Mark Lawson Paul Sommerville

Staff Support: Suzanne Gregory, Employee Service Director Alicia Holland, CPA. Assistant County Administrator, Finance

- 1. <u>CALL TO ORDER 2:00 p.m.</u>
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF AGENDA
- **4. CITIZEN COMMENTS** (Comments regarding agenda items only)
- 5. PRESENTATION / TCL Culinary Workforce: New River Culinary Training Kitchen Mary Carns, Executive Director
- 6. DISCUSSION / FY 2020 County Budget Alicia Holland, Assistant County Administrator, Finance (backup)
- 7. DISCUSSION / FY 2020 School District Budget Tanya Crosby, Chief Financial officer, Beaufort County School District (backup)
- 8. DISCUSSION / FY 2020 Contract Renewals Dave Thomas, Purchasing Director (backup)
- 9. DISCUSSION / A resolution adopting FY2019 Comprehensive Annual Financial Report Timeline - Alicia Holland, Assistant County Administrator, Finance (backup)
- 10. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
  - A. Board of Assessment Appeals / (4) vacancies
- 11. ADJOURNMENT





# Beaufort County, South Carolina Fiscal Year 2020 Summary Budget Increase Requests

	EQUESTED	REC	OMMENDED			
Fiscal Year 2019 Beaufort County General Fund Total Appropri	ation				\$ 126,775,491	
County Compensation Plan increase	\$	3,740,000	\$	3,070,000		
Cost difference as a result of self-insured initiatives	\$	(1,500,000)	\$	(1,500,000)		
Personnel Increases	\$	1,093,045	\$	573,223		
Operations Increases	\$	1,801,324	\$	1,240,324		
Beaufort County Sheriff's Office Increase	\$	1,968,785	\$	1,968,785		
14th Circuit Solicitor Increase	\$	642,500	\$	642,500		
Magistrate Court Increase	\$	150,919	\$	150,919		
14th Circuit Public Defender Increase	\$	50,000	\$	50,000		
Transfer to Daufuskie Ferry Transportation Fund decrease	\$	(82,075)	\$	(82,075)		
Subsidies Increase	\$	502,013	\$	502,013		
Economic Development (separately stated millage rate)	\$	8,594	\$	8,594		
Higher Education (separately stated millage rate)	\$	126,742	\$	126,742		
Indigent Health Care (separately stated millage rate)	\$	34,467	\$	34,467		
Grand Total FY 2020 Budget Increases	\$	8,536,314	\$	6,785,492		
Fiscal Year 2020 Beaufort County General Fund Recommended/Proposed Appropriation						
Capital (one-time) Increase Requests Recommendation to identify separately stated millage rate to fu	\$	1,367,003	\$	1,288,734		
necommendation to identify separately stated initiage rate to ju	ina capiti	an one-time reque	J13			

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	REQUESTED		RECC	MMENDED	FTEs
County Council/Clerk to Council	\$	50,000	\$	55,575	1.00
This new FTE is for a third administrative position to assist with the worl	kload o	of the clerk to c	ouncil offi	ce.	
Auditor	\$	31,466	\$	_	_
The Auditor states this increase is due to utilizing vacancy funds to incre		· ·			
Clerk of Court	\$	49,600	\$	49,600	1.00
The Clerk of Court is requesting a new FTE for an office manager.	·	,	•	,	
Coroner	\$	44,062	\$	44,062	1.00
The Coroner is requesting one new FTE for a deputy coroner.					
County Attorney/Legal	\$	78,726	\$	78,726	1.00
The County Attorney is requesting one new FTE for an entry level attorn		,			
Finance	\$	200,000	\$	200,000	3.00
Finance Committee discussed in April 2018 that the Finance Departmen		d add two FTEs	for Accou	ınts Receivable	e/
Revenue purposes. This amount also includes a third FTE for a Grants Ac Beaufort County.	ccount	ant due to the v	olume of	grants within	
Information Technology - Systems Management	\$	93,000	\$	93,000	1.00
This includes a new FTE for a network technician due to additional grow	rth/der	mands.			
Emergency Medical Services	\$	74,400	\$	74,400	1.00
New FTE for an administrative and support officer.					
Building Codes	\$	78,120	\$	78,120	1.00
New FTE for a commercial plans examiner.					
Codes Enforcement	\$	32,240	\$	32,240	0.50
This includes a transition from a PTE to a FTE.					
Animal Services	\$	39,050	\$	39,050	2.00
This includes a transition from two FTEs to four FTEs - two Animal Care	Techs t	to four Kennel T	echs.		
Public Works Administration and General Support	\$	236,285	\$	(38,169)	-
Roads and Drainage	\$	(132,252)	\$	(176,781)	-
Solid Waste & Recycling	\$	174,948	\$	-	-
Veterans Affairs	\$	43,400	\$	43,400	1.00
New FTE for an administrative support technician.					
Total Fiscal Year 2020 Personnel Budget Increase Requests	\$	1,093,045	\$	573,223	13.50

Note: All County departments, **EXCEPT** the Beaufort County Sheriff's Office, Magistrate Court, Solicitor and Public Defender participate in the County's compensation plan.

All adjustments as a result of the County's compensation plan are being calculated in total, not included in the above data and will be allocated during Fiscal Year 2020 as applicable.

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# Beaufort County, South Carolina Fiscal Year 2020 Operating Budget Increase Requests

	RI	EQUESTED	RECO	OMMENDED
County Council Internal Audit process Increased stormwater fees for county owned property	\$	75,000 22,405	\$	75,000 22,405
Auditor Postage, web page development, value guide books and training/conference	\$ es	10,739	\$	10,739
Treasurer Software annual license fee	\$	9,000	\$	9,000
Clerk of Court  Jurors/Witnesses fees, Stage Front maintenance contract, postage and tele	\$ phor	49,391 ne	\$	49,391
Probate Court Computer and scanners	\$	4,542	\$	4,542
Coroner  Medical/Dental services related to autopsies	\$	20,000	\$	20,000
County Administrator Reduction of contingency from \$215,301 to \$100,000	\$	(115,301)	\$	(115,301)
Finance  Tyler Munis (financial enterprise software) increased annual cloud based co	\$ st	60,000	\$	60,000
Risk Management Safety training and software for workers' compensation and liability claims	\$	30,000	\$	30,000
Purchasing Annual costs for Vendor Registry and eProcurement Module (Tyler Munis m	\$ nodu	15,000 le)	\$	15,000
Register of Deeds Scanning and indexing of old images to merge into online search system	\$	28,500	\$	28,500
Community Development  EnerGov, increased annual software costs  Comprehensive plan update	\$ \$	59,883 27,000	\$ \$	59,883 27,000
Business License EnerGov, increased annual software costs	\$	7,000	\$	7,000
Emergency Medical Services  Medical physican and maintenance contracts	\$	117,794	\$	117,794

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# Beaufort County, South Carolina Fiscal Year 2020 Operating Budget Increase Requests

	RE	QUESTED	REC	OMMENDED
Building Codes				
EnerGov, increased annual software costs	\$	40,000	\$	40,000
Codes Enforcement				
EnerGov, increased annual software costs	\$	20,000	\$	20,000
Energov, mercuscu annuar soreware costs	Y	20,000	Y	20,000
Animal Services	\$	129,000	\$	129,000
Increased operating costs for new facility				
Public Works Administration and General Support				
Long term recovery group disaster relief funds	\$	561,000	\$	-
Grant match:	\$	102,271	\$	102,271
(warning sirens, hazmat mitigation plan and Buckwalter generator)				
Disaster Recovery Staff Training	\$	10,000	\$	10,000
Sidewalk and parking lot repairs/striping	\$	50,000	\$	50,000
Solid Waste and Recycling	\$	528,100	\$	528,100
Increased costs due to growth/demand				
Social Services	\$	(60,000)	\$	(60,000)
Medicaid workers' contract local match reduction				
Total Fiscal Year 2020 Operating Budget Increase Requests	\$	1,801,324	\$	1,240,324

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# Beaufort County, South Carolina Fiscal Year 2020 Other Budget Increase Requests

	FY 2019 FY 2020 APPROPRIATION REQUESTED		REC	FY 2020 COMMENDED	020 PROPOSED PROPRIATION		
Beaufort County Elected Officials (not participa	ation plan)						
Beaufort County Sheriff's Office (includes Emergency Management)	\$	31,410,047	\$	1,968,785	\$	1,968,785	\$ 33,378,832
14th Circuit Solicitor	\$	1,245,000	\$	642,500	\$	642,500	\$ 1,887,500
Magistrate Court	\$	2,063,293	\$	150,919	\$	150,919	\$ 2,214,212
14th Circuit Public Defender	\$	849,809	\$	50,000	\$	50,000	\$ 899,809
Total	\$	35,568,149	\$	\$ 2,812,204		2,812,204	\$ 38,380,353
Transfers to Other Funds							
Daufuskie Ferry Transportation Fund	\$	262,075	\$	(82,075)	\$	(82,075)	\$ 180,000
<u>Subsidies</u> Economic Development							
Southern Carolina Alliance contract	\$	-	\$	120,000	\$	120,000	\$ 120,000
Econ Dev Corp requested increase	\$	270,000	\$	105,000	\$	105,000	\$ 375,000
LRTA/Palmetto Breeze	\$	228,844	\$	120,013	\$	120,013	\$ 348,857
Military Enhancement Committee (MEC)	\$	-	\$	62,000	\$	62,000	\$ 62,000
Hilton Head Island Recreation Association	\$	215,000	\$	60,000	\$	60,000	\$ 275,000
Beaufort Soil and Water Conservation District	\$	-	\$	25,000	\$	25,000	\$ 25,000
Small Business Development	\$	25,000	\$	10,000	\$	10,000	\$ 35,000
Total Subsidy increases	\$	738,844	\$	502,013	\$	502,013	\$ 1,240,857
Increases funded by separately stated millage ra	ates						
Economic Development	\$	500,000	\$	8,594	\$	8,594	\$ 508,594
Higher Education	\$	4,509,290	\$	126,742	\$	126,742	\$ 4,636,032
Indigent Health Care	\$	1,550,000	\$	34,467	\$	34,467	\$ 1,584,467
Total separately stated millage rate							
increases	\$	6,559,290	\$	169,803	\$	169,803	\$ 6,729,093

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# Beaufort County, South Carolina Fiscal Year 2020 Capital Budget Increase Requests

	RE	QUESTED	RECC	MMENDED
Facilities Maintenance Detention Center Generator	\$	350,000	\$	350,000
Public Works Administration and General Support  Dump truck replacement	\$	180,000	\$	180,000
Parks and Recreation Six new vehicle replacements and aerator for field use	\$	156,600	\$	156,600
Coroner  Three vehicle replacements including equipment for each vehicle	\$	117,403	\$	39,134
Building Codes  Four new truck replacements	\$	98,000	\$	98,000
Traffic and Transportation Engineering  Bucket truck replacement for signal maintenance	\$	90,000	\$	90,000
Information Technology - Mapping and Applications Software upgrades for GIS webtool, App Extender and MS4 Coastal Hazards	\$	80,000	\$	80,000
Engineering New vehicle replacement	\$	32,000	\$	32,000
Emergency Medical Services One Quick Response Vehicle (QRV) replacement	\$	45,000	\$	45,000
Treasurer  Renovation/update of the Hilton Head office; security camera retention/imp	\$ rove	43,000 ements: and software	\$ acquisiti	43,000 on.
Voter Registration and Elections One new vehicle addition	\$	35,000	\$	35,000
Risk Management Two vehicle replacements	\$	32,000	\$	32,000
Animal Services Two vehicle replacements	\$	30,000	\$	30,000
Mosquito Control  New truck and winch replacement	\$	28,000	\$	28,000
Broadcast Services One vehicle replacement	\$	25,000	\$	25,000
Veterans Affairs One vehicle addition	\$	25,000	\$	25,000
Total Fiscal Year 2020 Capital Budget Increase Requests	\$	1,367,003	\$	1,288,734

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Proposed Fiscal Year 2020 Millage

	FY 2019 Millage Rates (ORD 2018/20 and 2018/24)	Revised FY 2019 Appropriation	Revised Department Detail	Fiscal	oposed Year 2020 hanges		cal Year 2020 Proposed
TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE	48.96				,		
SECTION 4. COUNTY OPERATIONS APPROPRIATION							
I. <u>Elected Officials and State Appropriations:</u>							
A Sheriff		\$ 23,661,22		\$	1,968,785	\$	25,630,008
Emergency Management B. Magistrate		\$ 7,748,82 \$ 2,063,29		\$ \$	- 150,919	\$ \$	7,748,824 2,214,212
C. Solicitor		\$ 1,245,00		\$	642,500	\$	1,887,500
D Clerk of Court		\$ 1,176,33		\$	98,991	<i>,</i>	1,275,322
E. Treasurer		\$ 1,606,91		\$	9,000	\$	1,615,917
F. Auditor		\$ 912,18		\$	10,739	\$	922,925
G Public Defender H Probate Court		\$ 849,80 \$ 811,92		\$ \$	50,000 4,542	\$ \$	899,809 816,467
I. County Council		\$ 681,39		\$	152,980	\$	834,377
J. Coroner		\$ 554,95		\$	64,062	\$	619,019
K. Master-in-Equity		\$ 329,36	9	\$	-	\$	329,369
L. Social Services		\$ 147,34		\$	(60,000)	\$	87,349
N Legislative Delegation		\$ 65,76		\$		\$	65,760
Total Elected Officials and State Appropriations		\$ 41,854,34	<u>0</u>	\$	3,092,518	\$	44,946,858
II. County Administration Operations:							
A Public Works		\$ 16,964,78		1 4			
Director of Public Services			\$ 141,962 \$ 1,075,723	\$	- 124,102	\$	141,962
Public Works General Support and Administration Facilities Management			\$ 1,075,723 \$ 3,635,571	\$	124,102	\$ \$	1,199,825 3,635,571
Buildings Maintenance			\$ 1,276,352	\$	_	\$	1,276,352
Grounds Maintenance			\$ 1,069,904	\$	-	<i>,</i>	1,069,904
Roads/Drainage			\$ 1,749,668	\$	(176,781)	\$	1,572,887
Engineering			\$ 326,246	\$	(32,000)	\$	294,246
Solid Waste & Recycling		A 0.504.07	\$ 7,689,355	\$	528,100	\$	8,217,455
B. Administration  County Administrator		\$ 8,694,97	\$ 775,012	\$ ] \$	- (115,301)	\$	659,711
Communications & Accountability			\$ 586,190	\$	-	\$	586,190
Broadcast Services			\$ 330,801	\$	-	<i>,</i>	330,801
County Attorney/Legal			\$ 389,774	\$	78,726	\$	468,500
Finance Department			\$ 779,334	\$	260,000	\$	1,039,334
Risk Management			\$ 202,169	\$	30,000	\$	232,169
Purchasing			\$ 190,966 \$ 72,600	\$	15,000	\$	205,966
Business Licenses Information Technology			\$ 72,600 \$ 3,472,829	\$	7,000 93,000	\$ \$	79,600 3,565,829
Mapping & Applications			\$ 1,262,081	\$	-	\$	1,262,081
Records Management			\$ 633,215	\$	-	\$	633,215
C. Emergency Medical Services		\$ 7,292,88	0	\$	192,194	\$	7,485,074
D Detention Center		\$ 6,233,97		\$	-	\$	6,233,978
E. Community Services		\$ 4,808,05		\$ 1 4	-		240 472
Veterans Affairs Public Welfare Subsidies (Together for Beaufort)			\$ 174,772 \$ 398,000	\$	43,400	\$ \$	218,172 398,000
Disabilities & Special Needs			\$ 3,160,600	\$	_	\$	3,160,600
Alcohol & Drug Abuse			\$ 626,605	\$	-	\$	626,605
COSY			\$ 186,003	\$	-	\$	186,003
Daufuskie Ferry			\$ 262,075	\$	(82,075)	\$	180,000
F. Library		\$ 4,275,19		\$	-	\$	4,275,196
G Parks and Leisure Services  Hilton Head Island Recreation Association		\$ 4,261,75 \$ 215,00		\$ \$	- 60,000	\$ \$	4,261,753 275,000
H Assessor		\$ 2,464,74		\$ \$	-	ر \$	2,464,743
I. Mosquito Control		\$ 1,839,72		\$	_	\$	1,839,727
J. Building Codes and Enforcement		\$ 1,222,64		\$	-		
Building Codes			\$ 908,536	\$	118,120	\$	1,026,656
Codes Enforcement			\$ 314,104	\$	52,240	\$	366,344
K. Public Health  Ronald McDonald House		\$ 81,00	\$ 81,000	\$ ] \$	-	\$	81,000
Beaufort Jasper Hampton Comprehensive Health Services			\$ 81,000	\$		ر \$	51,000
Beaufort Memorial Hospital			\$ -	\$	2	\$	-
L. Animal Services		\$ 999,23	5	\$	168,050	\$	1,167,285
N Employee Services		\$ 860,10		\$	-	\$	860,108
N Voter Registration		\$ 758,40		\$	-	\$	758,407
O Community Development (formerly Planning & Zoning)		\$ 933,64 \$ 723,06		\$ \$	86,883	\$	1,020,528
P. General Government Subsidies  Economic Development		\$ 723,06	\$ 270,000	] \$	225,000	\$	495,000
LRTA/Palmetto Breeze			\$ 228,844	\$	120,013	\$	348,857
Military Enhancement Committee (MEC)			\$ -	\$	62,000	<i>,</i>	62,000
Beaufort Soil and Water Conservation District			\$ -	\$	25,000	\$	25,000
LCOG - per capita			\$ 121,675	\$	-	\$	121,675
LCOG - HOME Consortium			\$ 56,000	\$	-	\$	56,000
LCOG - Metro Planning Org			\$ 21,542	\$	10.000	\$ ¢	21,542
Small Business Development Q Traffic Engineering		\$ 573,11	\$ 25,000	\$ \$	10,000 32,000	\$ \$	35,000 605,116
R. Register of Deeds		\$ 573,11 \$ 557,19		\$ \$	28,500	\$ \$	585,699
S. Zoning		\$ 337,13 \$ -		\$	-	\$	-
T. Employer Provided Benefits		\$ 14,602,36	6	\$	1,570,000	\$	16,172,366

	TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE	FY 2019 Millage Rates (ORD 2018/20 and 2018/24) 48.96	Revised FY 2019 Appropriation	<u>Revised</u> <u>Department</u> <u>Detail</u>	Fisc	Proposed al Year 2020 Changes		cal Year 2020 Proposed opropriation	Proposed Fiscal Year 2020 Millage Rates 50.04
SECTION	15. HIGHER EDUCATION ALLOCATION								
A.	The Technical College of the Lowcountry	1.185	\$ 2,254,645		\$	63,371	\$	2,318,016	1.185
В.	University of South Carolina - Beaufort	<u>1.185</u>	\$ 2,254,645		\$	63,371	\$	2,318,016	<u>1.185</u>
	Total Higher Education Allocation	2.37	\$ 4,509,290		\$	126,742	\$	4,636,032	2.37
	Separately Identified Appropriations and Millage Rates (Ordinance 20	018/20)							
	Economic Development	0.26	\$ 500,000		\$	8,594	\$	508,594	0.26
	Beaufort Memorial Hospital (Indigent Care) Beaufort Jasper Hampton Comprehensive Health Services	0.34	\$ 650,000		\$	15,085	\$	665,085	0.34
	(Indigent Care)	0.47	\$ 900,000		\$	19,382	\$	919,382	0.47
	Total separate identified appropriations & millage rates	1.07	\$ 2,050,000		\$	43,061	\$	2,093,061	1.07
	Grand Total of Expenditures		\$ 126,775,491		\$	6,785,492	\$	133,560,983	
SECTION	6. COUNTY OPERATIONS REVENUES								
A.	Ad Valorem Tax Collections		\$ 93,139,780		\$	6,036,114	\$	99,175,894	
A.1	Address of Telegraphs of Associated States (1995)								
	. Ad Valorem Tax Collections (separately stated millage)		\$ 6,559,290		\$	169,803	\$	6,729,093	
В.	Charges for Services		\$ 6,559,290 \$ 12,287,085		\$ \$	169,803 374,615	\$	6,729,093 12,661,700	
C.	Charges for Services Intergovernmental Revenue Sources		\$ 12,287,085 \$ 9,197,645		, \$ \$	374,615 51,965	, \$	12,661,700 9,249,610	
C. D.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000		\$ \$ \$	374,615	\$ \$ \$	12,661,700 9,249,610 4,055,200	
C. D. E.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750		, \$ \$ \$	374,615 51,965 1,476,200	\$ \$ \$ \$	12,661,700 9,249,610 4,055,200 1,568,750	
C. D. E. F.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers Fines and Forfeitures' collections		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750 \$ 750,000		\$ \$ \$	374,615 51,965	\$ \$ \$ \$ \$	12,661,700 9,249,610 4,055,200 1,568,750 676,500	
C. D. E. F. G.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers Fines and Forfeitures' collections Interest on investments		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750 \$ 750,000 \$ 442,805		, \$ \$ \$	374,615 51,965 1,476,200 - (73,500)	\$ \$ \$ \$	12,661,700 9,249,610 4,055,200 1,568,750 676,500 442,805	
C. D. E. F.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers Fines and Forfeitures' collections Interest on investments Miscellaneous revenue sources		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750 \$ 750,000 \$ 442,805 \$ 251,136		, \$ \$ \$ \$ \$	374,615 51,965 1,476,200 - (73,500) - 39,029	\$ \$ \$ \$ \$	12,661,700 9,249,610 4,055,200 1,568,750 676,500 442,805 290,165	
C. D. E. F. G.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers Fines and Forfeitures' collections Interest on investments		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750 \$ 750,000 \$ 442,805		, \$ \$ \$	374,615 51,965 1,476,200 - (73,500)	\$ \$ \$ \$ \$	12,661,700 9,249,610 4,055,200 1,568,750 676,500 442,805	
C. D. E. F. G.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers Fines and Forfeitures' collections Interest on investments Miscellaneous revenue sources Total County Operations Revenues		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750 7 50,000 \$ 442,805 \$ 251,136 \$ 126,775,491		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	374,615 51,965 1,476,200 - (73,500) - 39,029 8,074,226	\$ \$ \$ \$ \$ \$ <b>\$</b>	12,661,700 9,249,610 4,055,200 1,568,750 676,500 442,805 290,165 134,849,717	
C. D. E. F. G.	Charges for Services Intergovernmental Revenue Sources Licenses and Permits Interfund Transfers Fines and Forfeitures' collections Interest on investments Miscellaneous revenue sources		\$ 12,287,085 \$ 9,197,645 \$ 2,579,000 \$ 1,568,750 \$ 750,000 \$ 442,805 \$ 251,136		, \$ \$ \$ \$ \$	374,615 51,965 1,476,200 - (73,500) - 39,029	\$ \$ \$ \$ \$	12,661,700 9,249,610 4,055,200 1,568,750 676,500 442,805 290,165	0.66

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#### Beaufort County, South Carolina Fiscal Year 2020 Operations Millage Rate Increase Limitation

Consumer Price Index (CPI - inflation)	2.44%
Population Growth	1.19%
Maximum allowable percentage increase	3.63%

(data above provided by the South Carolina Revenue and Fiscal Affairs Office)

#### Fiscal Year 2019 Approved Millage Rates

Total County Operations Millage	52.40
Economic Development	0.26
Indigent Care - BMH	0.34
Indigent Care - BJHCHS	0.47
Higher Education	2.37
County Operations	48.96

Percentage increase		Option A 3.63%	Option B 3.32%	<u>Option C</u> 2.72%	Option D 1.82%	Option E 0.91%
Additional operations millage rate		1.90	1.74	1.43	0.95	0.48
Fiscal Year 2020 Operations Millage Rate Option	ons	54.30	54.14	53.83	53.35	52.88
Estimated Value of 1 Mill	\$ 1,956,132					
Estimated/Projected Ad Valorem Tax Revenue		\$ 106,217,968	\$ 105,904,986	\$ 105,298,586	\$ 104,359,642	\$ 103,440,260
County Operations		\$ 99,488,875	\$ 99,175,893	\$ 98,569,493	\$ 97,630,549	\$ 96,711,167
Higher Education		\$ 4,636,032	\$ 4,636,032	\$ 4,636,032	\$ 4,636,032	\$ 4,636,032
Indigent Care - BJHCHS		\$ 919,382	\$ 919,382	\$ 919,382	\$ 919,382	\$ 919,382
Indigent Care - BMH		\$ 665,085	\$ 665,085	\$ 665,085	\$ 665,085	\$ 665,085
Economic Development		\$ 508,594	\$ 508,594	\$ 508,594	\$ 508,594	\$ 508,594
Millage rate increase impact on \$100,000 value	e (4%)	\$ 7.60	\$ 6.96	\$ 5.72	\$ 3.80	\$ 1.92
Millage rate increase impact on \$100,000 value	e (6%)	\$ 11.40	\$ 10.44	\$ 8.58	\$ 5.70	\$ 2.88

### Recommended Fiscal Year 2020 Millage Rates and Estimated Revenue (Option B above)

County Operations	50.04	\$ 97,887,160
County Capital	0.66	\$ 1,288,734
Higher Education	2.37	\$ 4,636,032
Indigent Care - BJHCHS	0.47	\$ 919,382
Indigent Care - BMH	0.34	\$ 665,085
Economic Development	0.26	\$ 508,594
Total County Operations Millage	<u>54.14</u>	\$ 105,904,987

# Beaufort County, South Carolina Fiscal Year 2020 Fire District Proposed Budgets and Millage Rates

			Fiscal Y	'ear 2020 <u>Propos</u>	<u>ed</u>	Fiscal Year 2019 Approved				
	Operations	Change in								
	Millage %	Millage			Millag			Millage		
	increase	Rate	Revenues	Expenditures	e Rate	Revenues	Expenditures	Rate		
Bluffton Fire District Operations	0.00%	0.00	\$16,403,510	\$16,349,031	24.10	\$15,182,120	\$15,086,666	24.10		
Bluffton Fire District Debt Service		<u>0.15</u>	\$ 980,000	\$ 980,000	1.60	\$ 850,000	\$ 850,000	1.45		
Total Millage Rate		0.15			25.70			25.55		
Burton Fire District Operations	2.19%	1.51	\$ 5,653,500	\$ 5,643,491	70.33	\$ 5,578,286	\$ 5,667,981	68.82		
Burton Fire District Debt Service		<u>0.00</u>	\$ 385,268	\$ 385,268	5.15	\$ 385,268	\$ 385,268	5.15		
Total Millage Rate		1.51			75.48			73.97		
Daufuskie Island Fire District Operations	2.89%	1.74	\$ 1,211,241	\$ 1,236,230	62.01	\$ 1,219,630	\$ 1,219,630	60.27		
Daufuskie Island Fire District Debt Service		0.00	\$ -	\$ -		\$ -	\$ -			
Total Millage Rate		1.74			62.01			60.27		
Lady's Island/St. Helena Is. Fire District Operations	2.09%	0.82	\$ 6,402,913	\$ 6,381,704	40.12	\$ 6,132,594	\$ 6,111,258	39.30		
Lady's Island/St. Helena Is. Fire District Debt Service		<u>0.00</u>	\$ 308,338	\$ 308,338	2.00	\$ 311,338	\$ 311,338	2.00		
Total Millage Rate		0.82			42.12			41.30		
Sheldon Fire District Operations	3.60%	1.34	\$ 1,459,561	\$ 1,463,100	38.52	\$ 1,408,269	\$ 1,408,269	37.18		
Sheldon Fire District Debt Service		<u>0.92</u>	\$ 156,762	\$ 156,762	4.13	\$ 139,259	\$ 139,259	3.21		
Total Millage Rate		2.26			42.65			40.39		

# Bluffton Township Fire District Fiscal Year 2020 Proposed Budget Amended May 2, 2019 to Account for Implementation of the New Compensation Plan

	FY 2018 Actual	FY2019 Budget	FY2019 Projected	FY2020 Proposed
Operations Millage Rate	24.70	24.10	24.10	24.10
Revenues				
Ad Valorem Taxes	\$ 13,434,69	\$ 14,580,120	\$ 14,580,120	\$ 15,616,800
Fees	\$ 154,39	3 \$ 75,000	\$ 75,000	\$ 150,000
Grant Revenue SAFER	337,64	527,000	527,000	387,000
Total Revenues	13,926,73	7 15,182,120	15,182,120	16,153,800
Expenditures				
Salaries Regular (includes OT)	8,254,049	8,618,796	8,995,835	9,797,380
Benefits	3,800,869	4,460,854	4,300,000	4,600,200
Purchased Services	1,264,97	1,778,836	1,650,000	1,569,179
Supplies	134,21	228,180	150,000	141,686
Total Expenditures	13,454,10	15,086,666	15,095,835	16,108,445
Increase (Decrease) in Fund Balance	472,632	95,454	86,285	45,355
Fund Balance, Beginning	\$ 2,663,88	\$ 3,136,518	\$ 3,231,972	\$ 3,318,257
Fund Balance, Ending	\$ 3,136,51	\$ 3,231,972	\$ 3,318,257	\$ 3,363,612
FTEs:				
Administrative	2:		22	22
Firemen	113	2 127	127	127
Total	13:	3 149	149	149
Annual Debt Service Required	\$ 569,019	9 \$ 850,000	\$ 850,000	\$ 980,000
Debt Millage Rate	1.04		1.45	1.60
<u> </u>				

# **Burton Fire District Fiscal Year 2020 Proposed Budget**

	FY 2018 FY 2019		FY 2019		FY 2020			
		Actual		Budget		Projected		Proposed
Operations Millage Rate		64.53		68.82		68.82		70.33
Revenues								
Ad Valorem Taxes	\$	4,757,456	\$	5,148,286	\$	5,148,286	\$	5,194,996
Municipal Contracts		430,000		430,000	_	430,000		458,504
Total Revenues		5,187,456		5,578,286		5,578,286		5,653,500
Expenditures								
Salaries		3,075,889		3,068,374		3,068,374		3,120,101
Benefits		1,712,352		1,757,757		1,757,957		1,565,526
Purchased Services		548,650		585,610		585,610		613,360
Supplies/Capital Improvements		200,050		256,000		256,000		344,504
Total Expenditures		5,536,941	_	5,667,981		5,667,981		5,643,491
Increase (Decrease) in Fund Balance		(349,485)		(89,695)		(89,695)		10,009
Fund Balance, Beginning	\$	875,770	\$	484,700	\$	484,700	\$	395,005
Fund Balance, Ending	\$	526,285	\$	395,005	\$	395,005	\$	405,014
FTEs: Administrative Firefighters Total		3 55 58		3 <u>53</u> 56		3 <u>53</u> 56		3 <u>53</u> 56
Annual Debt Service Required Debt Millage Rate	\$	385,268 5.26	\$	385,268 5.15	\$	385,268 5.15	\$	385,268 5.15

# DAUFUSKIE ISLAND FIRE DISTRICT Fiscal Year 2020 Proposed Budget

		FY 2018 Actual	FY 2019 Budget		FY 2019 Projected	FY 2020 Proposed
Operations Millage Rate		60.27	60.27		60.27	62.01
Revenues Ad Valorem Taxes	\$	1,180,282	\$ 1,169,630	\$	1,169,630	\$ 1,211,241
Municipal Contracts	_		 			 
Total Revenues		1,180,282	 1,169,630		1,169,630	 1,211,241
Expenditures						
Salaries		1,073,015	1,112,363		1,112,363	1,128,963
Purchased Services		107,267	 107,267		107,267	107,267
Total Expenditures		1,180,282	 1,219,630		1,219,630	 1,236,230
Increase (Decrease) in Fund Balance		-	(50,000)		(50,000)	(24,989)
Fund Balance, Beginning	\$	374,644	\$ 374,644	\$	374,644	\$ 324,644
Fund Balance, Ending	<u>\$</u>	374,644	\$ 324,644	<u>\$</u>	324,644	\$ 299,655
FTEs:						
Administrative		1.5	1.5		1.5	1.5
Firefighters		12	12		12	 12
Total Paid Staff		14	14		14	14
Volunteers		11	11		8	8
Annual Debt Service Required Debt Millage Rate	\$	-	\$ -	\$	- -	\$ -
Total Millage Rate		60.27	60.27		60.27	62.01

# This budget reflects the following:

1.67 % longevity for firefighters \$8,228.

Mandated employer contribution rate increase in PORS from 16.84% to 17.84% or \$7,504.

FICA (Social Security) \$510; Medicare \$119; Health Insurance \$239

Total budget increase is 1.36% or \$16,600.

FY' 2020 Est. value of a mil 19,533

# Lady's Island-St. Helena Fire District Fiscal Year 2020 Proposed Budget

		FY 2018 Actual	FY 2019 Budget		FY 2019 Projected			FY 2020 Proposed
		Actual		Dauget		Trojecteu		Troposed
Operations Millage Rate		39.26		39.30		39.30		40.12
Revenues								
Ad Valorem Taxes	\$	5,714,203	\$	6,007,594	\$	6,007,594	\$	6,202,913
Municipal Contracts		71,032		125,000	_	125,000	_	200,000
Total Revenues		5,785,235		6,132,594		6,132,594		6,402,913
Expenditures								
Salaries		3,523,904		3,697,849		3,697,849		3,771,805
Benefits		1,718,723		1,851,309		1,851,309		1,946,399
Purchased Services		445,164		511,800		511,800		588,500
Captial			_	50,300		50,300		75,000
Total Expenditures		5,687,791		6,111,258		6,111,258		6,381,704
Increase (Decrease) in Fund Balance		97,444		21,336		21,336		21,209
Fund Balance, Beginning	\$	1,077,288	\$	1,174,732	\$	1,174,732	\$	1,196,068
Fund Balance, Ending	\$	1,174,732	\$	1,196,068	<u>\$</u>	1,196,068	\$	1,217,277
FTEs:								
Administrative		1		1		1		1
Firefighter		67		67		67		67
Total		68		68		68		68
Annual Debt Service Required	\$	314,249	\$	311,338	¢	311,338	\$	308,338
Debt Millage Rate	ٻ	2.11	ų	2.00	ٻ	2.00	Y	2.00
Total Millage Rate		41.37		41.3		41.3		42.12

# Sheldon Township Fire District Fiscal Year 2020 Proposed Budget Budget 2019/2020

	FY 2018 FY 2019		FY 2019		FY 2020		
		Actual	Budget		Projected		Proposed
Operations Millage Rate		38.32	37.18		37.18		38.52
Revenues							
Ad Valorem Taxes	\$	1,333,803	\$ 1,353,835	\$	1,353,835	\$	1,459,561
Other Income		5,505					
Total Revenues		1,339,308	1,353,835		1,353,835		1,459,561
Expenditures							
Salaries		759,024	872,151		810,990		874,949
Benefits		292,758	318,137		311,350		369,951
Purchased Services		207,355	214,381		301,209		214,600
Supplies		2,432	3,600		3,250		3,600
Total Expenditures		1,261,569	 1,408,269		1,426,799		1,463,100
Increase (Decrease) in Fund Balance		77,739	(54,434)		(72,964)		(3,539)
Fund Balance, Beginning	\$	551,281	\$ 629,020	\$	629,020	\$	556,056
Fund Balance, Ending	\$	629,020	\$ 574,586	\$	556,056	\$	552,517
FTEs: Administrative Firemen Total		3 14 17	3 14 17		3 14 17		3 15 18
Annual Debt Service Required Debt Millage Rate	\$	139,259 3.21	\$ 139,259 3.21	\$	72,047 3.21	\$	156,762 4.13

# **Education Funding Model**

Status Report - May 9, 2019

Presented to

The Honorable Henry McMaster, Governor

The Honorable Harvey Peeler, President of the Senate

The Honorable Jay Lucas, Speaker of the House of Representatives



# Acknowledgements

While this document was developed and is being presented by the Revenue and Fiscal Affairs Office (RFA), it contains and reflects the efforts and contributions of many other individuals who are involved with public education, its policies, and funding on a daily basis. RFA staff spent many hours researching and analyzing the data and preparing this report, but this analysis would not have been possible without the support and assistance of those individuals who provided data and expert insight. Their efforts and cooperation are very much appreciated. Of all the individuals who contributed to this report, a special note of appreciation is extended to Ms. Nancy Williams, Chief Finance Officer, at the South Carolina Department of Education.

This report and accompanying material may be found at <a href="http://rfa.sc.gov/econ/educ/model">http://rfa.sc.gov/econ/educ/model</a>

Any and all comments from interested parties are welcomed and may be emailed to <a href="EdFund@rfa.sc.gov">EdFund@rfa.sc.gov</a>. While this report attempts to identify data and policy issues for follow-up, any comments to improve or guide this analysis are especially welcomed. Please note that all correspondence is considered public information.

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# **Executive Summary**

#### Introduction

This report describes the approach, presents known data, and outlines the next steps to enable Revenue and Fiscal Affairs (RFA) to complete the education funding model and accompanying goals. The premise of this model is that *students drive the need for services*, and different students may require different services. This model attempts to 1) identify those services and 2) estimate the cost of providing those services.

The key factors affecting this model are:

- number of students
- number of teachers and student-teacher ratios
- teacher salaries

This approach differs from the current practice of budgeting, which is based on formulas, accounting codes, and specific programs. As currently structured, the Base Student Cost only covers a portion of the total cost of education, and this model attempts to quantify the full cost in a single number.

#### Equity

The report highlights the importance of equity and how state appropriations and the vast differences in taxable property value among the local school districts impact each district's ability to fund education services.

#### Expenditure Baseline

A baseline for this model was developed using actual expenditures for FY 2016-17 reported by the 81 local school districts to the State Department of Education. The model attempts to define a basic educational program common to each local public school district (Basic Program). Expenditures for this Basic Program were calculated by excluding accounting transfers, debt service, federal funding, non-statewide programs, and local salary programs from the districts' total expenditures. Spending in FY 2016-17 for the Basic Program was determined to be \$6,226.7 million or \$8,650 per student (funded by state and local dollars).

This model further sub-divides expenditures into three primary categories:

- Instruction averaging \$6,060 per pupil
- Facilities and Transportation averaging \$1,531 per pupil
- District Services averaging \$692 per pupil

Others services, averaging \$367 per pupil, make up the remaining expenditures. This category includes pupil service activities such as athletics that are outside the model.

Charts showing how each district compares to the statewide average expenditures for the Basic Program are included in the report.

#### Model - Budgeting Methodology

The budget model attempts to explain and define the costs for the three primary expenditure categories in the Basic Program by estimating the cost for various sub-categories within each group. For example, Instruction is divided into Instruction, Instructional Support, Health and Social Services, Vocational and Career, Technology, and School Administration. The cost of instruction in the model is based on the cost of a teacher and the number of teachers required to serve students. Data are presented to show the number of teachers and the various student-teacher ratios by district. Notably, student-teacher ratios are not "class-size," and more data are needed to examine this difference.

As data are verified, the model will show the amount of state and local funding that is supporting the expenditures for the Basic Program and how changes to the current system may affect those figures.

#### **Teacher Salaries**

Identifying or targeting a competitive salary for teachers requires more discussion as the analysis involves a number of variables. This report identifies and presents data on these variables, which include the market demand for a particular job, government vs private sector, and number of days worked.

The report further examines differences in teacher salaries based upon the state minimum teacher salary scale by education level to various other annual salaries.

#### Policy Decisions and Data

The two major tasks stemming from this report involve data and policy decisions.

- The report provides a significant amount of analysis, but further work is needed to verify the underlying data and identify and collect additional or missing data.
- The report also identifies a number of policy decisions that would impact the model and cost estimates. Feedback from stakeholders is critical on these key issues so the model can incorporate these assumptions or goals. This feedback is also expected to set priorities for funding.

# Special Note

This report presents an extensive amount of data and attempts to organize it in a manner so key cost drivers and differences in spending can be better understood.

# Status of Education Funding Model- May 9, 2019

# Approach

• The basic theme for this model is that *students drive the need for services and resources*. Some students require only basic services, while others require additional or enhanced services and resources. For the purposes of this report, these resources can be categorized into three main areas:

Instruction - Cost for direct and indirect instruction and resources in the classroom setting

Facilities and Transportation - Cost for the school site to house, transport, feed, and secure students

District Services - Cost for district-wide services to support the schools in a district

- This model attempts to identify, categorize, and estimate the cost of these various levels of services and resources that are being provided currently, which are later described in this report as the Basic Program.
- The report presents additional data regarding the funding resources at the state and local level and how allocations affect equity.

#### Status of Model

- Created a baseline or reference point using actual expenditures and revenues for FY 2016-17 and grouped expenditures into major categories.
- Created a model to identify and estimate the resources that aligned to the expenditures.
- Experienced data issues and need more time to find appropriate data, resolve differences in classification, and verify reporting.
- Identified key policy issues that would affect the model and need feedback from stakeholders.

### **Next Steps**

- Review initial report with key stakeholders.
- Obtain, verify, and finalize data.
- Receive feedback on key policy issues affecting model.
- Provide update on September 12, 2019.

## **Purpose**

Develop a new model to guide state appropriations and local expenditures for education

Currently, state appropriations for education are identified by separate accounting lines, and the budget process for those items does not adequately explain the underlying factors driving the total cost of education services and the variance among the local school districts. Also, funding for similar programs is spread over different line items, and these accounting items do not provide a comprehensive measure of resources disbursed or expended.

In this proposed model, the general approach is to identify and quantify the demand for services that students need and estimate the cost for providing those services. As part of this effort, a baseline on these services and costs is established based on actual FY 2016-17 appropriations and expenditures. A substantial amount of time and effort has been devoted to gathering and organizing the relevant data in order to categorize and measure those services and estimate costs at the state and district level, and more work will be required to review this data and consider adjustments to the model. At this stage of the process, however, the primary goal of this report is to present a framework to all stakeholders and allow time for interested parties to understand the approach and review the data, assumptions, and the basic foundation for estimating costs.

Furthermore, the continued development of this model is dependent upon significant policy decisions, which are best addressed by the key stakeholders.

Improve efficiency, transparency, accountability, and affordability

At each possible point in designing the methods for estimating, budgeting, disbursing, and reporting, efforts have been made to include information to help improve the efficiency, transparency, accountability, and affordability of a new model. These factors are outlined later in this report, but are largely dependent upon input from stakeholders.

# **Key Factors in Developing Model**

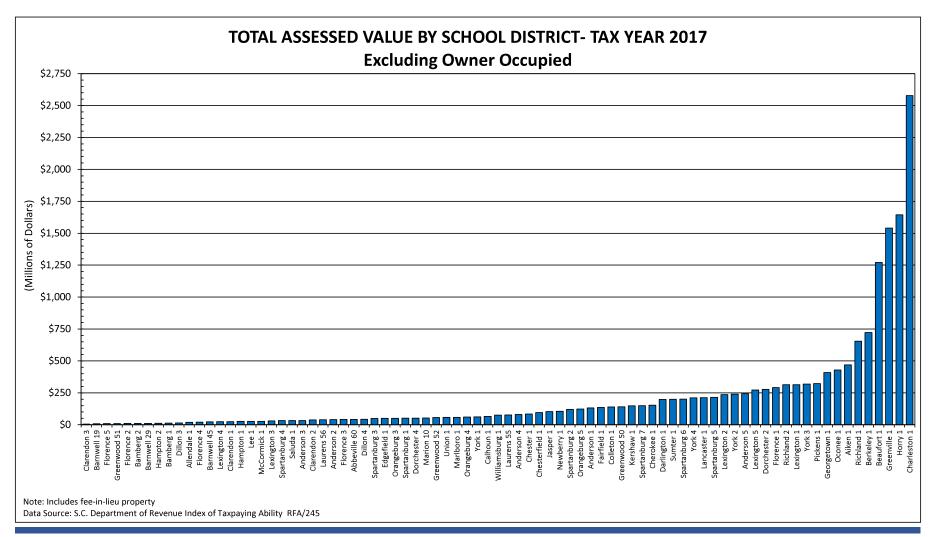
The request for this report outlined three key factors to consider in developing a model for education funding: equity, 21<sup>st</sup> century economy & education, and flexibility & accountability.

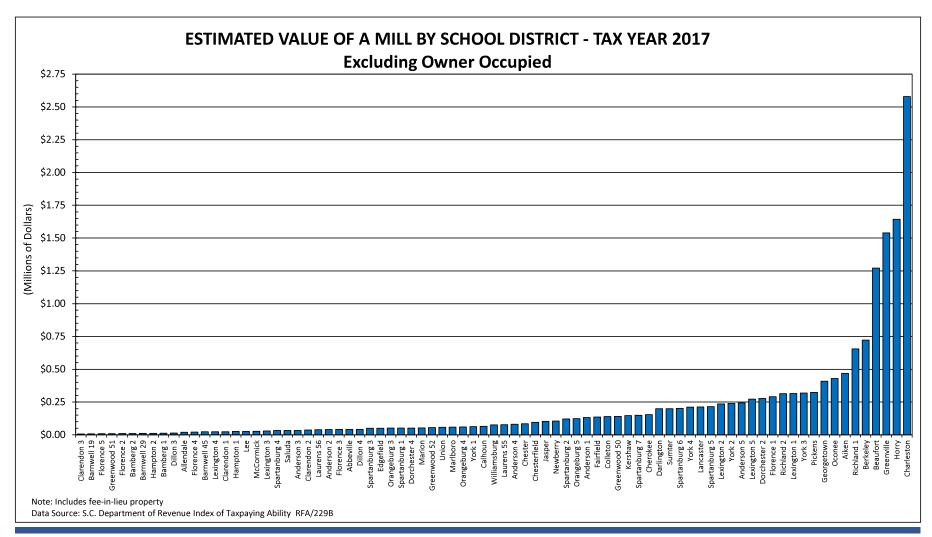
### Equity

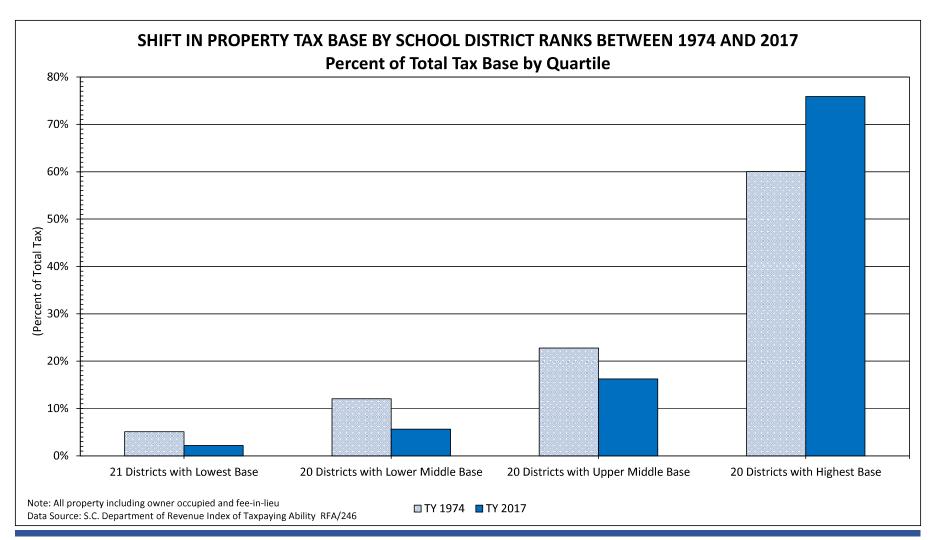
• "ensure more equitable distribution"

Equity in funding and the impact upon students and taxpayers is an important consideration in this model. School funding is predominately based on state appropriations and local tax base. While differences in state appropriations may be more noticeable, the disparities among the local property tax base are less obvious but more significant. Several charts are included to help identify the degree of disparity in the local property tax base which show:

- o The range in total assessed property value from the school districts with the lowest tax to the highest is over 1,300 percent.
- o The value of one mil ranges from \$18,000 to \$2,600,000 between the lowest and highest values.
- o Since 1974, 16 percent of the total tax base has shifted from the lowest 75 percent of districts to the highest 25 percent of districts. The wealthiest twenty local districts account for 76 percent of the total tax base statewide.







# **Key Factors in Developing Model (Continued)**

### 21st Century Economy & Education

"meet the requirements of a 21st century economy and 21st century education"

This model attempts to incorporate key factors driving local education expenditures in the budgeting process so the impacts on local expenditures and accountability can be identified and measured more easily.

Key Policy Issue – What standards or programs should be included or amended to align model with goals for providing a 21st century education?

#### Flexibility & Accountability

"offer more spending flexibility"

The model incorporates formulas for estimating the costs for specific services that can be grouped and/or appropriated by larger categories, but input is needed from all stakeholders regarding the degree of flexibility and the specific items affecting flexibility that need to be addressed. This model anticipates that as more items are grouped into larger categories for basic services, more flexibility will be offered. But at the same time, as additional resources are provided for additional services, less flexibility might be needed.

Key Policy Issue – What specific state laws or regulations should be considered in determining district flexibility?

# Limitations and Items Not Addressed in This Report

- Due to the data and time limitation, this report focuses on K-12 education resources for the 81 regular local school districts and excludes the S.C. Public Charter School District and Special School Districts.
  - o Long-term funding implications of student growth in the S.C. Public Charter School District may be considered in subsequent analyses. (See Appendix for a chart on the history of student growth.)
- This report also focuses on the larger expenditure categories common throughout the 81 regular districts and excludes other education and district programs such as 4-year-old kindergarten and adult education.

#### List of Abbreviations and Terms

ADM - Average Daily Membership (student count)
CPI - Consumer Price Index
EFA - Education Finance Act
EIA - Education Improvement Act
FY - Fiscal Year
In\$ite- S.C. Department of Education expenditure categories
Per Pupil - expenditures divided by regular district ADMs

SDE – S.C. Department of Education TY – Tax Year WPU – Weighted Pupil Unit (students weighted by EFA category)

# List of Items Specifically Requested by Topic

#### I. Current Status

Item (a) - A review of current state, federal, and local appropriations, revenues, and expenditures for the operation of public schools in the state and other documents that support the options or recommendations in its [RFA's] report

#### II. <u>Budgeting Issues</u>

- Item (b) Options or recommendations for simplifying and streamlining state appropriations for public education
- Item (c) Recommendations for consolidating existing current line item appropriations into fewer line items by major education programs
- Item (d) Options for improving the alignment of appropriations and revenues with local school district expenditures by major education programs

#### III. <u>Accountability</u>

Item (e) - Options for standards or measures of fiscal accountability for funding categories as recommended by the South Carolina Department of Education and options for standards or measures of student performance accountability as recommended by the South Carolina Education Oversight Committee Item (f) - Examples of reports that improve simplicity and transparency in reviewing and monitoring state and local funding and revenues, local school district expenditures, and accountability measures at the state and local level

#### IV. <u>Competitive Workforce</u>

Item (h) - A recommendation to create and maintain a competitive work force of teachers by examining the teacher salary structure and providing options to increase the minimum teacher salary to \$35,000 or more

#### V. Consolidation

Item (i) - Options or incentives for encouraging consolidation or shared services among local districts

### VI. Long-term Focus

- Item (g) Methods to simplify estimating or projecting future education funding needs
- Item (j) Options to phase-in a higher percentage of state funding than is outlined in the Education Finance Act
- Item (k) Recommendations to phase in any funding changes over time and to estimate the cost to hold harmless local school districts during a transition to a new funding model

# Section I - Current Status of Education Funding

# I. Current Status of Education Funding

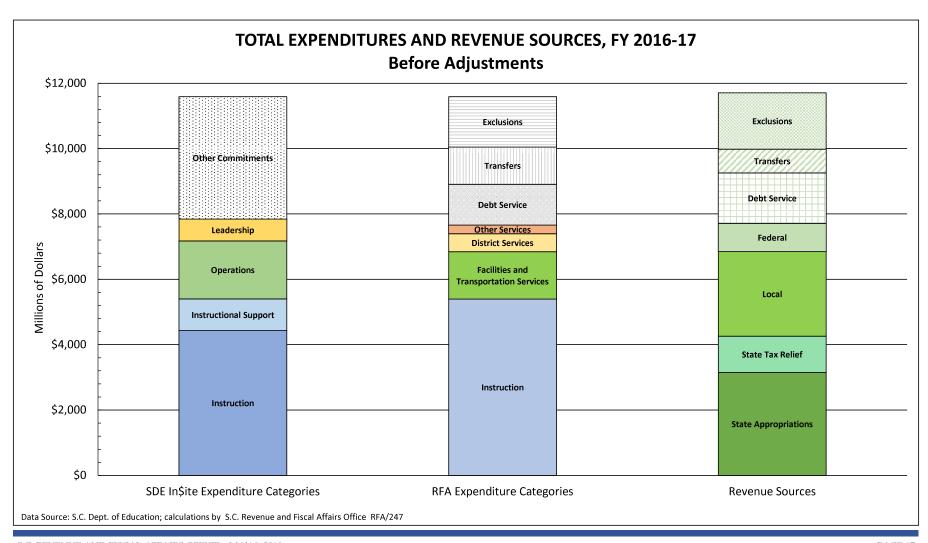
Item (a) - review of current state, federal, and local appropriations, revenues, and expenditures for the operation of public schools in the state and other documents that support the options or recommendations in its [RFA's] report.

#### Status of Model

- The model uses the audited school district data reported to the S.C. Department of Education on the Statement of Revenues and Expenditures for FY 2016-17 to determine a baseline of school district expenditures and revenue sources.
- In FY 2016-17, total expenditures by the 81 regular school districts equaled \$11,589.3 million and averaged \$16,099 per student.
- Adjustments were made to total expenditures in an attempt to define common expenditures for the model and identify a common or Basic Program.
  - a. The first step was to subtract inter-fund transfers, exclusions (non-statewide programs such as adult education and pre-kindergarten), and debt service from total expenditures. These changes resulted in adjusted total expenditures of \$7,658.6 million and an average of \$10,639 per pupil.

Total Expenditures - Transfers - Exclusions - Debt Service = Adjusted Total Expenditures

• FY 2016-17 detailed expenditures, revenues, and the proposed categories can be found at <a href="http://rfa.sc.gov/econ/educ/model">http://rfa.sc.gov/econ/educ/model</a>

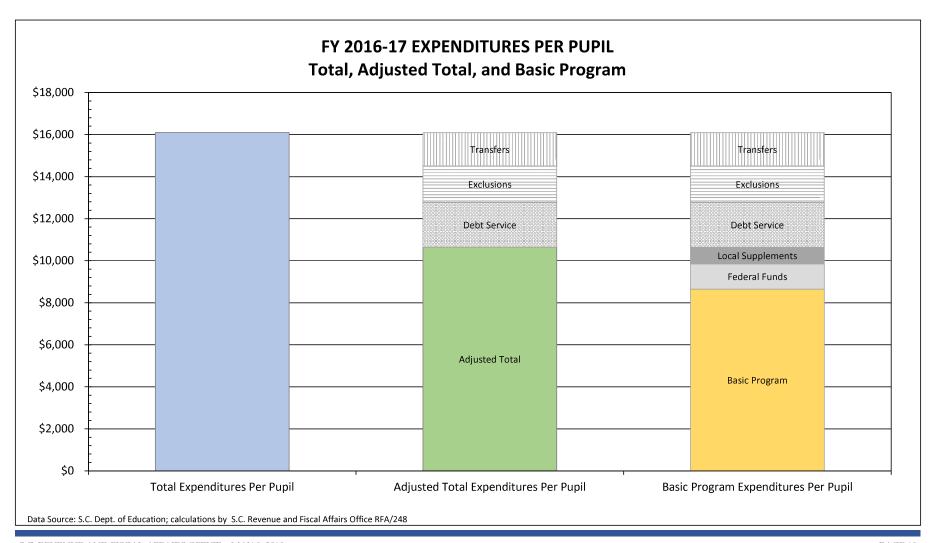


### **Total Expenditures and Revenues - RFA Expenditure Categories**

• The analysis then removes federal funds and local initiatives (primarily teacher salary supplements) to determine expenditures for the basic education program across all districts. Basic Program expenditures are calculated at \$6,226.7 million, an average of \$8,650 per student or 81.3 percent of the adjusted total expenditures, and serve as the basis for developing the model. Other services, primarily pupil service activities such as athletics, are excluded from the model.

Adjusted Total Expenditures - Federal Funding - Local Salary Supplement Programs = Basic Program

	Total Expenditures - 81 Regular Districts	Total Expenditures - Per Pupil	Federal Funding	Local Salary Programs	Basic Program Expenditures	Basic Program Per Pupil
Total	\$11,589,286,021	\$16,099	\$882,127,621	\$1,070,715,840	\$9,636,442,560	\$13,386
Transfers	\$1,138,302,667	\$1,581	\$0	\$0	\$0	
Exclusions From Model	\$1,251,858,348	\$1,739	\$13,949,748	\$123,790,860	\$1,114,117,740	
Debt Service	\$1,540,521,504	\$2,140	\$0	\$0	\$1,540,521,504	
Adjusted Total	\$7,658,603,502	\$10,639	\$868,177,873	\$563,695,492	\$6,226,730,137	\$8,650
TOTAL - Instruction	\$5,395,307,651	\$7,495	\$547,798,189	\$484,750,946	\$4,362,758,516	\$6,060
TOTAL - Facilities and Transportation	\$1,446,102,007	\$2,009	\$320,379,684	\$23,609,205	\$1,102,113,118	\$1,531
TOTAL - District Services	\$553,353,408	\$769	\$0	\$55,335,341	\$498,018,067	\$692
TOTAL - Other Services	\$263,840,436	\$367	\$0		\$263,840,436	\$367
ADJUSTED TOTAL	\$7,658,603,502	\$10,639	\$868,177,873	\$563,695,492	\$6,226,730,137	\$8,650



# **Instruction Expenditures Categories**

• The largest education expenditure category used in this report is Instruction, which totaled \$4,362.8 million and averaged \$6,060 per student for the basic program.

	Total Expenditures - 81 Regular Districts	Total Expenditures Per Pupil	Basic Program	Basic Program Per Pupil	Examples of Services
TOTAL - Instruction	\$5,395,307,651	<b>\$7,495</b>	\$4,362,758,516	\$6,060	
Instruction	\$4,066,421,387	\$5,649	\$3,200,481,843	\$4,446	Classroom
Instructional Support	\$369,022,722	\$513	\$298,399,485	\$415	Guidance, Library, etc.
Vocational	\$168,180,479	\$234	\$151,362,431	\$210	Career Education
Health and Social Workers	\$139,723,511	\$194	<i>\$125,751,160</i>	\$175	School Nurses
IT (estimated at 85% of total IT)	\$159,543,550	\$222	\$143,589,195	\$199	Classroom Technology
School Administration	\$492,416,002	\$684	\$443,174,402	\$616	Principals and school staff

# What student services do expenditures for instruction support?

The model attempts to determine how students drive the cost for instructional expenditures.

- How many teachers, guidance counselors, school nurses, principals, and other staff are needed to support the students?
- What is the demand for career and technology education resources?
- What are the classroom technology costs?

## Teachers and Instructional Staff - Regular 81 School Districts

Positions in South Carolina Average Teacher Salary: 48,414
Positions Eligible for Teacher Supply Funds: 52,593
Positions Eligible for EIA Salary Supplement: 54,594

# Categorization of Certified Professionals as used in this report:

Includes all Instructional Staff eligible for Teacher Supply Funds or EIA Salary Supplement

Classroom	45,032	<b>Enhanced Instruction</b>	4,032	Other Instruction	4,355
Kindergarten (05)*#	2,431	Special Education - Resource (07)*#	2,727	Guidance Counselors (11) #	2,072
Classroom (08)* #	39,841	Special Education - Itinerant (03) *#	118	Career Specialists (23) #	293
Retired Teachers (09) #	367	Speech Therapist (17)*#	903	Library / Media Specialists (10) #	1,080
Special Education - Self- Contained (06)*#	2,393	Occupational / Physical Therapists (37)	273	Psychologists (85)	542
,		Orientation/Mobility Instructor (38)	2	ROTC Instructors (18) #	367
		Audiologists (39)	8	<b>,</b> ,	
				Health and Social	1,469
				School Nurse (36)	1,288
				Social Workers (40)	181

(Details may not add to totals due to rounding of FTEs)

Notes – All positions are included in state minimum salary scale. Prekindergarten (Child Development) (04)\*# teachers are not included in this section of the report. Figures reflect only staff in the regular 81 school districts. Career Specialists (23) are excluded from EIA salary supplement group.

<sup>\*---</sup> Included in calculation of Average Teacher Salary

<sup>#--</sup> Eligible for Teacher Supply Funds

# **Facilities and Transportation Expenditures Categories**

• The second largest education expenditure category is Facilities and Transportation, which totaled \$1,102.1 million and averaged \$1,531 per student.

	Total Expenditures - 81 Regular Districts	Total Expenditures Per Pupil	Basic Program	Basic Program Per Pupil
TOTAL - Facilities and Transportation	\$1,446,102,007	\$2,009	\$1,102,113,118	\$1,531
Food Services	\$410,138,088	\$570	\$91,939,069	\$128
School Facilities	<i>\$747,970,507</i>	\$1,039	\$745,789,842	\$1,036
Security and Safety	\$51,901,359	\$72	\$51,901,359	\$72
Technology Infrastructure	\$0	\$0	\$0	\$0
Transportation	\$236,092,053	\$328	\$212,482,848	\$295

# What student services do expenditures for facilities and transportation support?

Further data and input are needed to better classify the current expenditures and determine appropriate cost drivers.

- How do facilities expenditures for maintenance versus electricity differ across districts?
- What is currently being spent for technology infrastructure? Current coding of expenditures does not separate these expenses.
- What services are needed to provide security?

# **District Services Expenditures Categories**

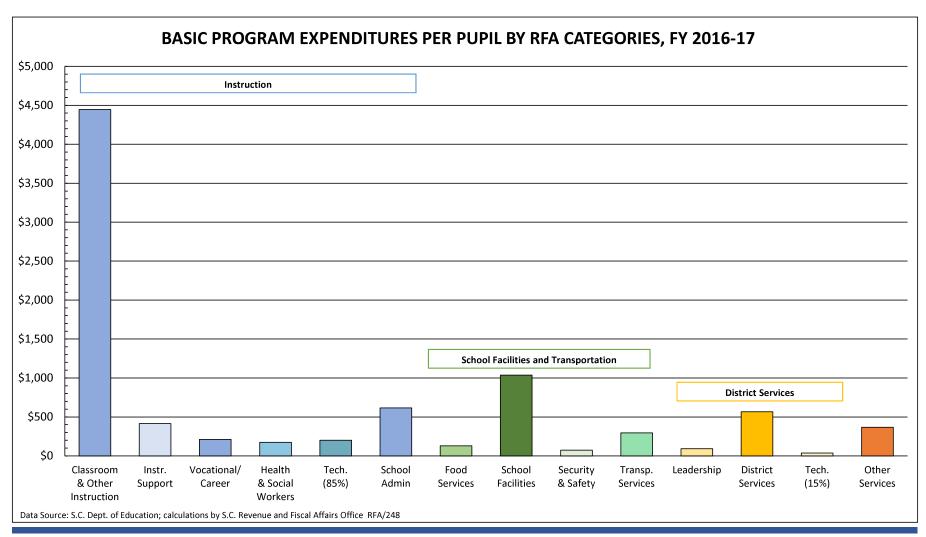
• The third category presented is District Services, which totaled \$498.0 million and averaged \$692 per student.

-	Fotal Expenditures - 81 Regular Districts	Total Expenditures Per Pupil	Basic Program	Basic Program Per Pupil	
TOTAL - District Services	\$553,353,408	<b>\$769</b>	\$498,018,067	\$692	
Leadership	\$72,720,853	\$101	\$65,448,768	\$91	
District Services	\$452,477,811	\$629	\$407,230,030	\$566	
IT (estimated at 15% of total IT)	\$28,154,744	\$39	\$25,339,270	\$35	

# What student services do expenditures for district services support?

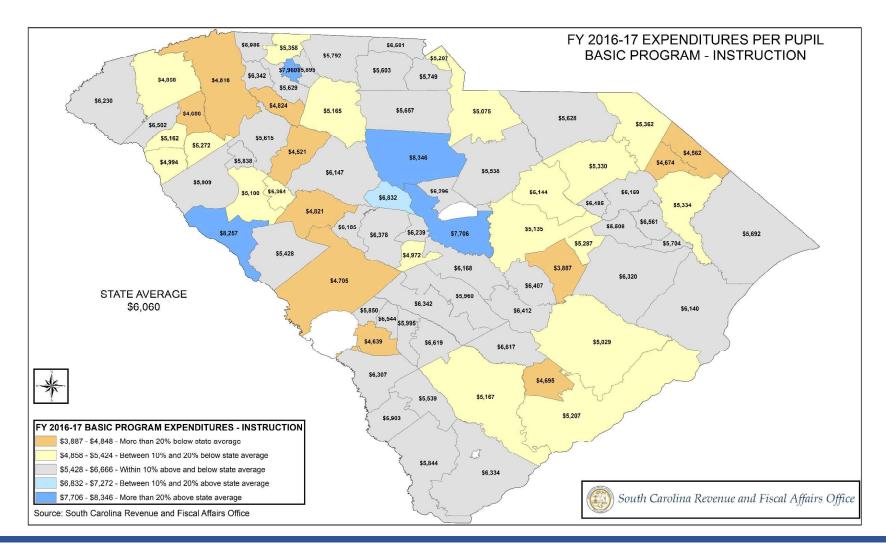
Further data and input are need to better classify the current expenditures and determine appropriate cost drivers.

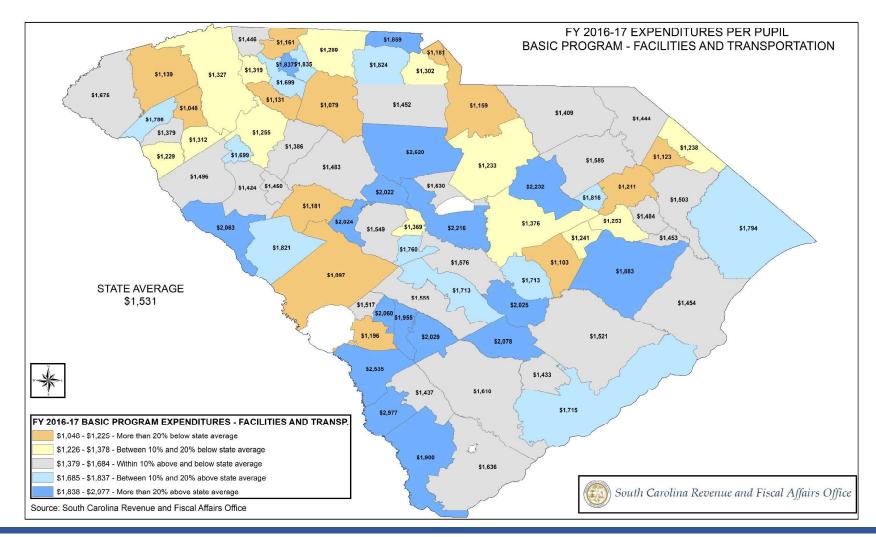
• Are differences in coding affecting comparisons of district expenditures?

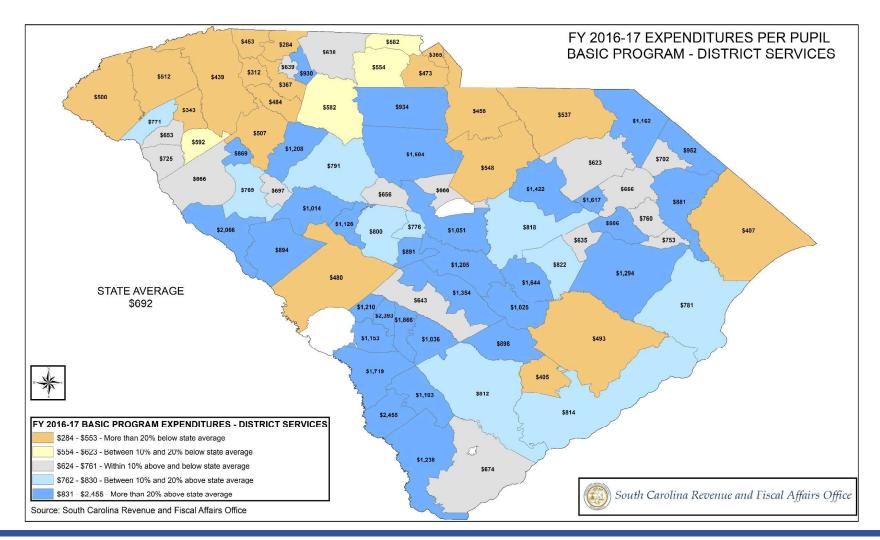


## FY 2016-17 Expenditures by District for the Basic Program

- The following maps present the differences in district expenditures per pupil for the Basic Program in Instruction, Facilities and Transportation, and District Services categories based on the data as reported.
- Expenditures vary widely by district both in total and per pupil, even when federal funding and local salary supplements are excluded to determine the basic program.
- Differences in coding of expenditures may contribute to these differences and will require further assistance to ensure accurate comparisons.
- FY 2016-17 detailed expenditures and revenues by the proposed categories for each district can be found at: <a href="http://rfa.sc.gov/econ/educ/model">http://rfa.sc.gov/econ/educ/model</a>







# **Current Status of Education Funding (Summary)**

# Next Steps

1. Are the data reported by the expenditure and revenue categories correctly categorized and accurate?

# Key Policy Issues

- Are the Instruction, Facilities and Transportation, and District Services categories comprised of the appropriate spending items?
- What types of expenses should be funded by the state, state and local, or local?

# Section II - Budgeting Issues

# II. Budgeting Issues

Item (b) - Options or recommendations for simplifying and streamlining state appropriations for public education.

Item (c) - Recommendations for consolidating existing current line item appropriations into fewer line items by major education programs.

Item (d) - Options for improving the alignment of appropriations and revenues with local school district expenditures by major education programs.

#### Status of Model

This section uses the education categories previously identified, creates a model to explain the key factors driving those expenditures, and realigns current state appropriations to correspond to those categories.

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(Broader areas based upon specific services that can be measured or evaluated)

#### Instruction

 Cost for direct and indirect instruction and resources in the classroom setting

# **Facilities and Transportation**

• Cost for the school site to house, transport, feed, and provide security

#### **District Services**

Cost for district-wide services

#### Current

(Examples of current line item appropriations)

**Education Finance Act** 

**Employer Contributions** 

EIA Teacher Salary Supplement

Retiree Insurance

Property Tax Relief Funds (School District Portion)

# <u>Example -Proposed Major Categories and Proposed Budgeting Components</u>

Proposed Major Categories	Subcategories - Budgeting	<b>Total Expenditures</b>	
A. Instruction			\$4,362,758,516
	Classroom and Other Instruction	\$3,200,481,843	
	Instructional Support	\$298,399,485	
	Vocational/Career	\$151,362,431	
	Health and Social Workers	\$125,751,160	
	Technology (85% of total IT)	\$143,589,195	
	School Administration	\$443,174,402	
B. Facilities and Transportation			\$1,102,113,118
•	Food Services	\$91,939,069	
	School Facilities	\$745,789,842	
	Security and Safety	\$51,901,359	
	Technology Infrastructure (TBD)	\$0	
	Transportation Services	\$212,482,848	
C. District Services			\$498,018,067
	Leadership	\$65,448,768	
	District Services	\$407,230,030	
	Technology (15% of total IT)	\$25,339,270	
Total Basic Program Expenditures			\$5,962,889,701

#### Model Part A. - Estimated Cost of a Teacher

#### Status of Model

The primary resource to educate students is a teacher. This part of the model attempts to identify the total cost of a teacher under the Basic Program.

#### State Cost of a Teacher in FY 2016-17

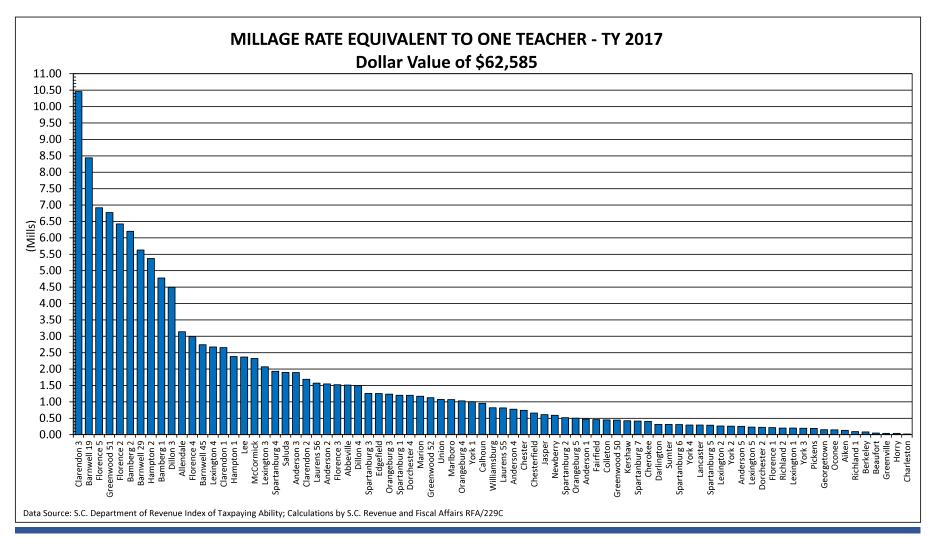
Average Salary on South Carolina Minimum Teacher Salary Schedule	\$45,163
Employer Contribution Cost (24.50%)	\$11,065
State Health Insurance (Composite Average)	\$6,357
Professional Development/Training (Average per Teacher)	?

Average Total State Cost of a Teacher

\$62,585

# Key Policy Issues

- What costs should be included in estimating the cost of a teacher for the basic program?
- Should state appropriations be used to help fund salaries or employer contributions for local district decisions above the basic program?



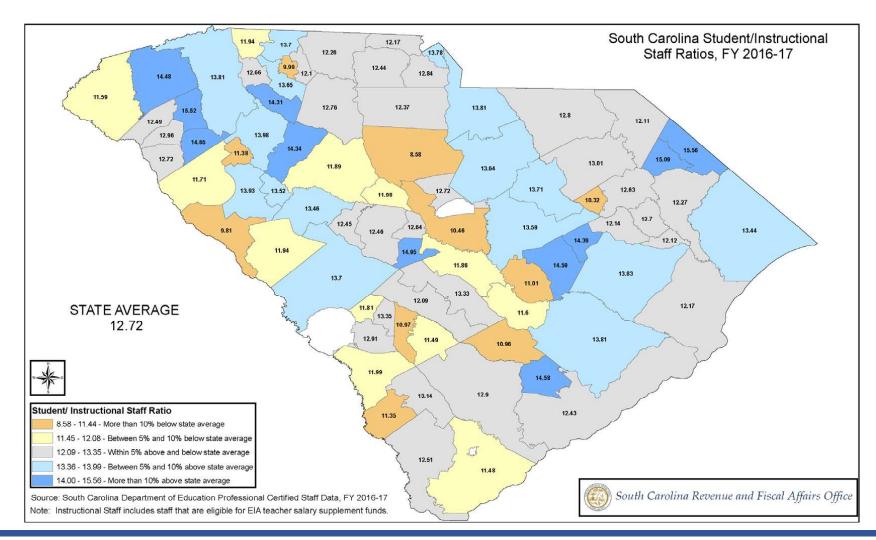
#### Model Part B. - Estimated Total Cost Based on Number of Teachers Needed to Provide Services

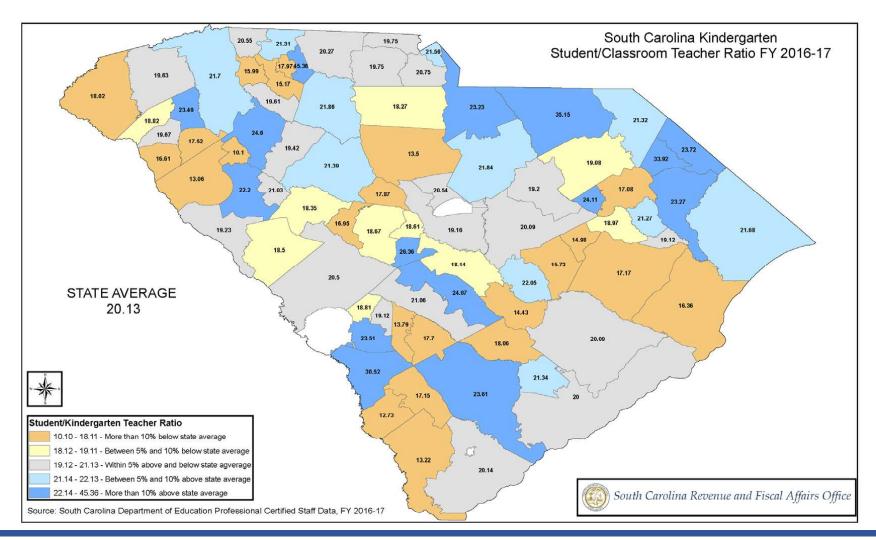
#### Status of Model

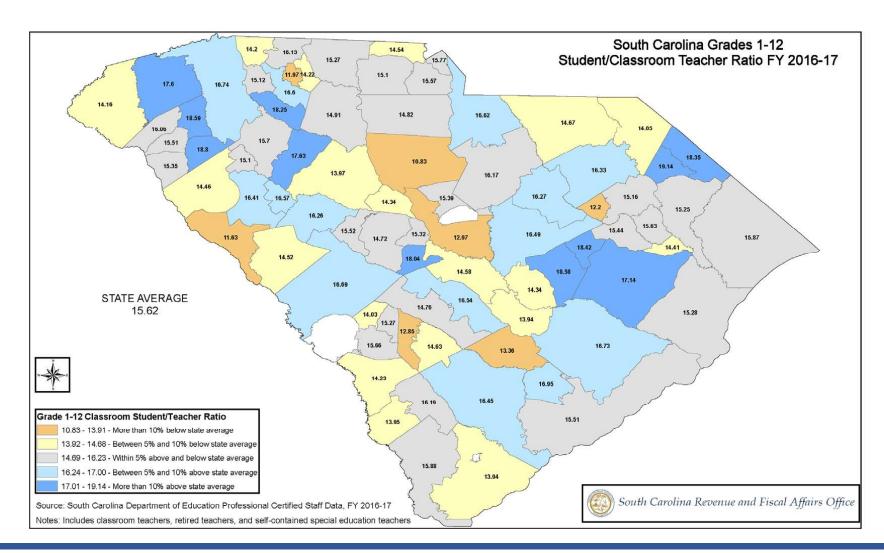
- This part of the model attempts to estimate the number of teachers and funding required to accommodate student needs.
- Currently, this model estimates the cost of Instruction to be \$4,112.9 million, which underestimates the cost when compared to actual expenditures of \$4,362.8 million for the Basic Program. However, further data and analysis are needed regarding classroom and other services for students, and this estimate is expected to change.
- This model is also attempting to estimate the cost of options such as lower student-teacher ratios in the core areas for grades 1-5, but sufficient data are not yet available.
- The ratios of instructional staff per student (ADM) on an average basis statewide were calculated, and the following maps show the ratios by district:

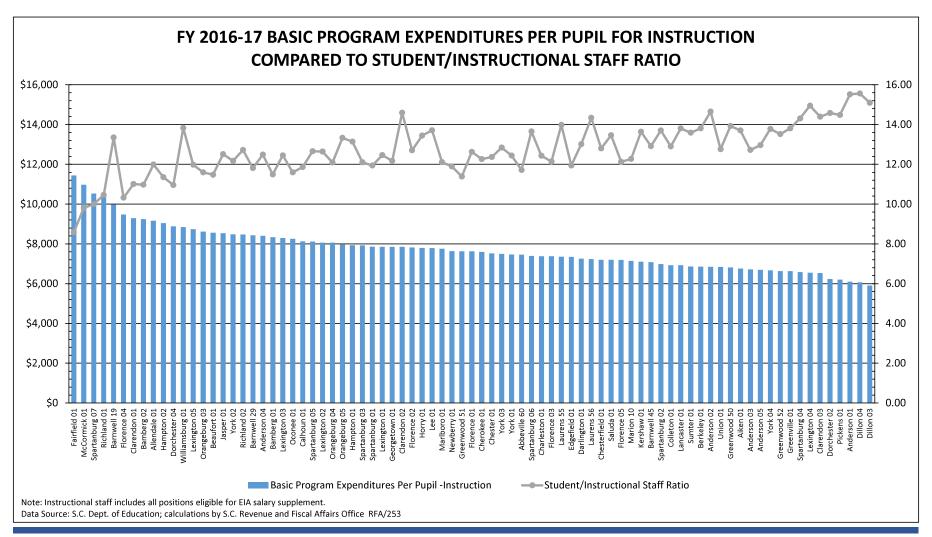
All Instructional Staff	12.7:1	(Includes: all certified staff eligible for EIA teacher salary supplement)
Kindergarten Teachers	20.1:1	(Includes: Kindergarten (05) teachers)
Classroom Teachers (1-12)	15.5:1	(Includes: Classroom (08), Retired (09), and Special Education – Self Contained (06) teachers)

• These ratios reflect all instructional staff supported by state appropriations compared to the number of students in a district, but further data are needed to determine class sizes and other considerations. Additionally, adjustments for positions that are funded largely by federal dollars may be necessary in subsequent analyses.









# **Budgeting Worksheet for Subcategories - Instruction**

		Headcount/ Service Need	Student/ Teacher Ratio	Estimated # of Teachers	Avg. Cost / Teacher	Estimated Total Cost	
I.	Classroom Kindergarten Aides	48,774 ?	20:1 ?	2,420 ?	\$62,585 ?	\$151,455,700 ?	
	OPTION - Adjust ratio for poverty impact in Core Non-poverty Affected Poverty Affected	: Subject Areas					*Additional data required to determine
	Classroom - Grades 1-12 (Classroom (08) & Retired Teachers (09)) OPTION - Adjust ratio for poverty impact in Core Non-poverty Affected Poverty Affected	<b>671,105</b> Subject Areas	17:1	40,208	\$62,585	\$2,516,417,680	class sizes and student/teacher ratios in core subject areas.
I.	Special Education (Self Contained) Subtotal - Classroom	?	?	2,393	\$62,585	\$149,765,905 \$2,817,639,285	
II.	Special Education (Itinerant and Resource) Speech Therapists Audiologists Occupational/Physical Therapists	? ? ? ?		2,609 903 10 281	\$62,585	\$163,284,265 ? ? ?	*Additional data required to determine service needs for Enhanced Instruction.
II.	Subtotal – Enhanced Instruction					\$163,284,265	

# Example - Budgeting Option: Fund a Lower Student/Teacher Ratio for Students Affected by Poverty

# Kindergarten Teacher Ratios, FY 2016-17 - Example

	Actual Counts						Kinder	garten Students ir	Poverty	Kinderga	rten Students in N	on Poverty	Total Estimated		
District	Total ADM	Pupils in Poverty	% Poverty	Kindergarten ADM	Kindergarten Teachers	Aides	Kindergarten Ratio	Estimated ADM	Assume 15:1 Student/ Teacher Ratio	Number of Teachers Needed	Estimated ADM	Assume 20:1 Student/ Teacher Ratio	Number of Teachers Needed	Total Teachers Needed	Actual - Estimated
ABBEVILLE 60	2,919	2,325	79.66%	222	14		16	177	15	12	45	20	2	14	(0)
AIKEN 01	24,016	17,537	73.02%	1,821	79		23	1,330	15	89	491	20	25	113	(34)
ALLENDALE 01	1,149	1,132	98.52%	98	3		33	96	15	6	1	20	0	6	(3)
ANDERSON 01	9,631	5,748	59.68%	677	26		26	404	15	27	273	20	14	41	(15)
ANDERSON 02	3,688	2,596	70.38%	250	12		21	176	15	12	74	20	4	15	(3)
ANDERSON 03	2,504	2,037	81.35%	172	9		19	140	15	9	32	20	2	11	(2)
ANDERSON 04	2,812	1,937	68.89%	198	9		22	136	15	9	62	20	3	12	(3)
ANDERSON 05	12,438	8,787	70.65%	983	43		23	695	15	46	289	20	14	61	(18) (2)
BAMBERG 01	1,327	1,048	78.98%	91	4		23	72	15	5	19	20	1	6	(2)
BAMBERG 02	669	653	97.66%	65	4	1	16	64	15	4	2	20	0	4	(0)
BARNWELL 19	627	598	95.35%	47	2		24	45	15	3	2	20	0	3	(1)
BARNWELL 29	873	752	86.11%	60	3		20	51	15	3	8	20	0	4	(1) (5)
BARNWELL 45	2,142	1,794	83.75%	170	6		28	142	15	9	28	20	1	11	(5)
BEAUFORT 01	20,916	14,331	68.52%	1,564	72		22	1,071	15	71	492	20	25	96	(24)
BERKELEY 01	32,962	24,065	73.01%	2,439	111		22	1,781	15	119	658	20	33	152	(41)
CALHOUN 01	1,648	1,501	91.07%	147	7		21	133	15	9	13	20	1	10	(3)
CHARLESTON 01	46,468	29,261	62.97%	3,825	180		21	2,409	15	161	1,416	20	71	231	(51)
CHEROKEE 01	8,569	6,917	80.72%	673	30		22	543	15	36	130	20	6	43	(13)
CHESTER 01	5,040	4,180	82.94%	394	19		21	326	15	22	67	20	3	25	(6)
CHESTERFIELD 01	6,980	5,778	82.78%	530	15		37	439	15	29	91	20	5	34	(19)
CLARENDON 01	741	728	98.30%	48	2		24	47	15	3	1	20	0	3	(1)
CLARENDON 02	2,799	2,582	92.23%	198	10		20	183	15	12	15	20	1	13	(3)
CLARENDON 03	1,191	829	69.61%	86	5		17	60	15	4	26	20	1	5	(0)
COLLETON 01	5,486	4,898	89.28%	386	15		26	345	15	23	41	20	2	25	(10)
DARLINGTON 01	9,822	8,171	83.19%	706	33		21	587	15	39	119	20	6	45	(12)

Example - Estimated Impact to Target or Lower Student to Classroom Teacher Ratios

Number of Students: 719,879

Average Cost per Teacher: \$62,585

				Increme	ental Changes at E	Each Level
Classroom Ratio	Estimated Number of Teachers Needed	Estimated Cost of Classroom Teachers	Cost Per Student	Additional Teachers*	Additional Cost*	Additional Cost per Student*
20	35,994	\$2,252,681,361	\$3,129			
19	37,888	\$2,371,243,538	\$3,294	1,894	\$118,562,177	\$165
18	39,993	\$2,502,979,290	\$3,477	2,105	\$131,735,752	\$183
17	42,346	\$2,650,213,366	\$3,681	2,353	\$147,234,076	\$205
16	44,992	\$2,815,851,701	\$3,912	2,647	\$165,638,335	\$230
15	47,992	\$3,003,575,148	\$4,172	2,999	\$187,723,447	\$261

<sup>\*</sup>Assumes no district is at or below the targeted ratio.

Note: Subject to revision based upon additional data and determination of student service needs or other student/teacher ratio goals for poverty or core subject areas.

# Budgeting Worksheet for Subcategories – Instruction (Continued)

		Headcount/ Service Need	Student/ Teacher Ratio	Estimated # of Service Providers	Avg. Cost	Estimated Total Cost for Basic Program	
III.	Other Instruction				O	· ·	
	Psychologists	?		2,420	\$62,585	\$151,455,700	
	Guidance Counselors*	719,879	347:1	2,072	\$62,585	\$129,676,120	
	Career Specialists	210,583	719:1	293	\$62,585	\$18,337,405	
	Library/Media *	719,879	665:1	1,082	<b>\$62,585</b>	\$67,716,970	
	ROTC Instructors	?	1.8/HS	367	<b>\$62,585</b>	\$22,968,695	
III.	Subtotal - Other Instruction					\$390,154,890	
IV.	Health and Social Services						
1 V .	Nurses	719,879	527:1	1,367	\$62,585	\$85,553,695	
	Social Workers	?	327.1	198	\$62,585	\$12,391,830	
IV.	Subtotal - Health and Social Services	•		170	ψ02,303	\$85,553,695	
1 .	Suototui Titutti uttu Social Services					ψου,υυυ,ουυ	
V.	Technology (Instruction)						
	Technology - 85%	719,879			\$168	\$120,941,149	
V.	Subtotal - Technology (Instruction)					\$120,941,149	
VI.	Vocational/Career	400 200				************	
	Vocational and Career Education	103,590			?	\$130,970,398	
VI.	Subtotal - Vocational/Career					\$130,970,398	
VII.	School Administration						
,	Administrators/Principals		2.6/School	3,126	?	?	
	Administrative Staff		2.0, 3611361	?	?	?	
VII.	Subtotal - School Administration			·	•	\$391,969,239	
7 44.						4301,000,200	
	Total Instruction (Based upon teachers/service need)					\$4,112,904,751	*Subject to change with additional data

# **Budgeting Worksheet for Subcategories - Facilities and Transportation**

#### Status of Model

This part of the model is still under development. As a decision point to engage discussion on appropriate comparisons, the estimated total cost and average per school are presented below. School Facilities expenses are a large part of total Facilities and Transportation expenditures, most of which are supported by local funds.

Food Services School Facilities Security and Safety Transportation Services	Average per School Site \$76,616 \$621,492 \$43,251 \$177,069	Estimated Total Cost for Basic Program \$91,939,069 \$745,789,842 \$51,901,359 \$212,482,848
Technology Infrastructure  Total Facilities and Transportation	TBD <b>\$918,428</b>	TBD <b>\$1,102,113,118</b>

#### **Data Issues**

- What are the detailed school facilities expenditures? How much is spent on operating costs, such as electricity, compared to maintenance?
- Are security and safety expenditures also included in other expenditure categories?
- What are districts spending for technology infrastructure?

# Key Policy Issue

• What expenditures for facilities and transportation are state, local, or state and local?

# **Budgeting Worksheet for Subcategories - District Services**

#### Status of Model

This part of the model is still under development. As a decision point to engage discussion on appropriate comparison, the estimated total cost and average per district are presented below.

Leadership District Services	Average Cost per District \$808,009 \$5,027,531	Estimated Total Cost for Basic Program \$65,448,768 \$407,230,030
Technology - District Services (15%)	\$312,830	\$25,339,270
Total District Services	\$6,148,371	\$498,018,067

#### Data Issues

• Are there differences in reporting of district expenditures across the categories?

# Key Policy Issue

• What services can or should be shared and how can the state identify and encourage best practices for providing district services?

# Example - Budgeting Worksheet: Estimated Total Cost and State / Local Funding Share of Basic Program for FY 2016-17

Based upon current funding for Basic Program

Proposed Major Categories	Subcategories - Budgeting Co	omponents	Total Funding	Estimated State Funding	Estimated Local Funding
A. Instruction			\$4,362,758,516	\$3,842,063,586	\$520,694,930
	Classroom and Enhanced Instruction	\$3,200,481,843			
	Other Instruction	\$298,399,485			
	Vocational/Career	\$151,362,431			
	Health and Social Workers	\$125,751,160			
	Technology (85%)	\$143,589,195			
	School Administration	\$443,174,402			
B. Facilities and Transportation			\$1,102,113,118	\$60,759,030	\$1,041,354,088
•	Food Services	\$91,939,069			
	School Facilities	\$745,789,842			
	Security and Safety	\$51,901,359			
	Technology Infrastructure	\$0			
	Transportation Services	\$212,482,848			
C. District Services			\$498,018,067	\$353,959,866	\$144,058,201
	Leadership	\$65,448,768	. , ,	, ,	, ,
	District Services	\$407,230,030			
	Technology (15%)	\$25,339,270			
<b>Total Basic Program Expenditures</b>			\$5,962,889,701	\$4,256,782,482	\$1,706,107,219

# Example - Budgeting Detail Option: Appropriations by Local School District

			Classroom		Other Instructional		Health and Student Services		Technology		Vocation	Vocational/Career		School Administration	
			Number of		Number of		Number of						Number of		Total
District	ADM	Property Tax Index	Teachers	Appropriations	Teachers	Appropriations	Teachers	Appropriations		Appropriations		Appropriations	Administrators	Appropriations	Appropriations
Abbeville 60	2,919		2,697												
Aiken 01	24,016		22,195												
Allendale 01	1,149		1,051												
Anderson 01	9,631		8,950												
Anderson 02	3,688		3,438												
Anderson 03	2,504		2,332												
Anderson 04	2,812		2,614												
Anderson 05	12,438		11,455												
Bamberg 01	1,327		1,236												
Bamberg 02	669		604												
Barnwell 19	627		580												
Barnwell 29	873		814												
Barnwell 45	2,142		1,972												
Beaufort 01	20,916		19,352												
Berkeley 01	32,962		30,523												
Calhoun 01	1,648		1,502												
Charleston 01	46,468		42,642												
Cherokee 01	8,569		7,896												
Chester 01	5,040		4,646												
Chesterfield 01	6,980		6,450												
Clarendon 01	741		692												
Clarendon 02	2,799		2,601												
Clarendon 03	1,191		1,105												
Colleton 01	5,486		5,098												
Darlington 01	9,822		9,116												
Dillon 03	1,584		1,473												

# **Budgeting Issues (Summary)**

# Next Steps

- 1. Need additional information to separate some line item appropriations such as employer contributions and retiree insurance into the various education programs.
- 2. Provide justification of the total expenditures by major education categories by estimating the cost.
- 3. Need additional data to determine service needs for exceptional students and methodology for allocating resources to students.

# Key Policy Issues - II. Budgeting Issues

- What spending flexibility should districts have with regard to budgeted expenditures?
- To which specific education categories should Property Tax Relief funds be allocated?
- Under this model, funding for the additional EFA add-on weights will be reallocated in the following manner:
  - o Poverty lower class size
  - Should other current EFA add-ons be addressed? If so, how should these services be measured and allocated?
     (Other current add-ons: Academic Assistance, Gifted and Talented, Limited English Proficiency, and Dual Credit Enrollment)
- Is dual-credit enrollment a public education or a technical college expense?

# Section III. - Accountability, Flexibility, & Transparency

# III. Accountability, Flexibility, & Transparency

Item (e) - Options for standards or measures of fiscal accountability for funding categories as recommended by the South Carolina Department of Education and options for standards or measures of student performance accountability as recommended by the South Carolina Education Oversight Committee. Item (f) - Examples of reports that improve simplicity and transparency in reviewing and monitoring state and local funding and revenues, local school district expenditures, and accountability measures at the state and local level.

#### Status of Model

This part of the model is still under development. Further discussions with stakeholders regarding performance metrics and accountability measures are needed to provide a framework for reporting.

# **Example - Reporting Options for Fiscal Accountability**

The level of reporting detail will depend upon the metrics and measures determined for fiscal accountability and transparency.



Classroom Instruction (1100) Other Instruction (1200) Classroom Instruction Classroom Instruction Classroom Instruction Other Instruction (Continued)... Wages (1110) Fringe (1120) Operating (1130) Wages (1210) Classroom Classroom Classroom Classroom Other Classroom Classroom Instruction Instruction -Instruction -Instruction Instruction Instruction Instruction Wages Wages Fringe Fringe Operating Operating Wages (Continued)... **State Sources Local Sources State Sources Local Sources** State Sources Local Sources State Sources (1112)(1132)(1211)(11111)(1121)(1121)(1131)

(Continued)...

## Education Oversight Committee Recommended Metrics for Student Performance and Accountability

The South Carolina Education Oversight Committee (EOC) provided input regarding options for measuring student performance. *The complete response provided by the S.C. Education Oversight Committee is attached in the Appendix.* 

- The EOC provided a detailed listing of metrics for consideration at the state, district, and school level.
- The metrics are based upon the existing accountability system that evaluates the performance of our public education system using multiple indicators as required by both federal and state laws. The metrics also include those specifically identified in Section 59-18-1950 of the South Carolina Code of Laws enacted with Act 94 (H.3969) of 2017. Furthermore, all metrics, where available, should be disaggregated by race, socioeconomic status, and other subgroups such as students with disabilities and English language learners to ensure that South Carolina is addressing the educational needs of all students.
- At the state and district levels, the metrics focus on the goal of creating a 21st century workforce as defined by the *Profile of the South Carolina Graduate*.
- At the school level (primary, elementary, middle, and high schools), the EOC would recommend evaluating school performance against the same indicators reported on the annual school report cards. These indicators focus on preparing students with the skills and opportunities to succeed in a 21st century economy.
- While the state currently collects financial data at the district level, the EOC acknowledges that a financial data system at the school-level must be created. The EOC cannot overemphasize the importance of having financial data at the school level where accountability for student performance can be best measured.

# Accountability, Flexibility, & Transparency (Summary)

# Next Steps

1. Meet with stakeholders to discuss and identify general and specific flexibility items and metrics for accountability.

# Key Policy Issues

- What are the accountability expectations of the stakeholders?
- How much flexibility should be given regarding allocation of state funding?
- What is the timing for implementation of modifications to accounting systems and reporting given the substantial changes under consideration?



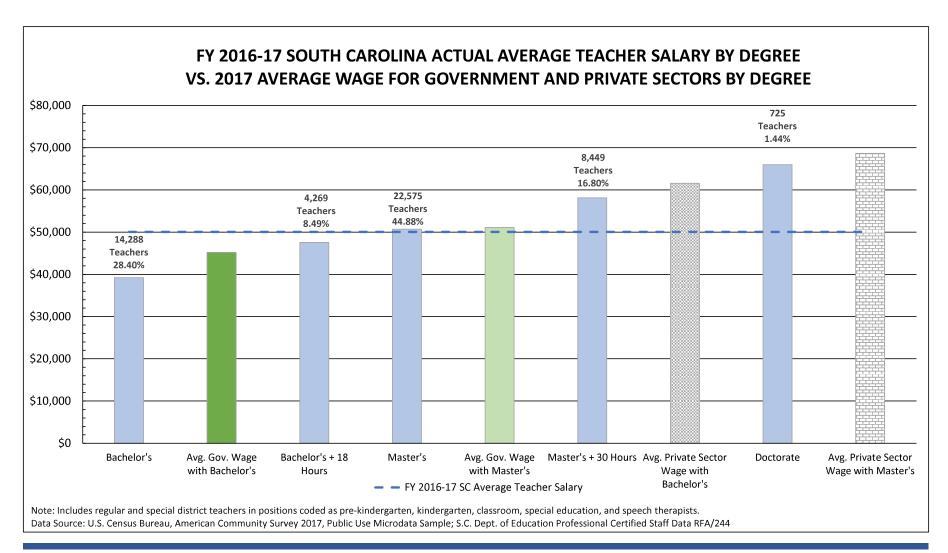
# IV. Competitive Workforce of Teachers

Item (h) - A recommendation to create and maintain a competitive workforce of teachers by examining the teacher salary structure and providing options to increase the minimum teacher salary to \$35,000 or more

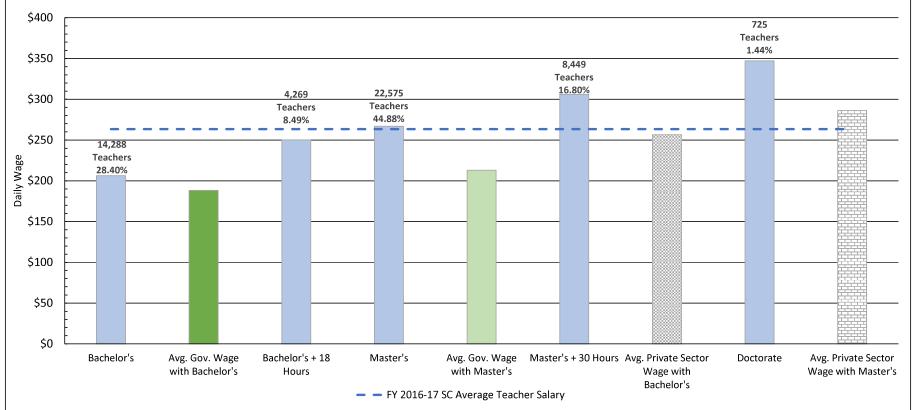
#### Status of Model

- Defining a competitive salary for teachers is difficult as there are varying opinions as to what the standard for comparison should be. Further analysis is needed regarding the factors driving differences in salaries among professions, which include:
  - o Working conditions such as differences in 190 working days for teachers compared to 240 days for many other professions.
  - o Economic demand driving higher salaries for workers in professions such as engineering or IT and private sector versus government employees.
  - o Policy issues resulting from differences in the salary scale by years of experience and education level.
  - o Differences in total compensation packages including benefits.
- The average teacher salary in South Carolina for FY 2016-17 was \$50,050 and was \$69 under the estimated Southeastern average salary of \$50,119. Since 1985, the South Carolina average has varied above and below the Southeastern average. However, comparing teachers' salaries to other professions in South Carolina may be more appropriate. (See Appendix for chart)
- The following charts outline actual teacher salaries by education level compared to wages for all government and private sector employees in South Carolina. The average teacher salary is above the average wage for all government employees with a bachelor's degree but below average wage for government employees with a master's degree and private sector workers with a bachelor's degree or master's degree. When teachers' salaries are compared to wages for other professions on a daily wage rate, the average daily rate for teachers (190 contract days) is higher than the average daily rate for all government employees with a bachelor's degree or master's degree and private sector employees with a bachelor's degree (240 working days).

Note: For this section, all actual teacher counts and salaries include special district teachers for consistency with state reporting.



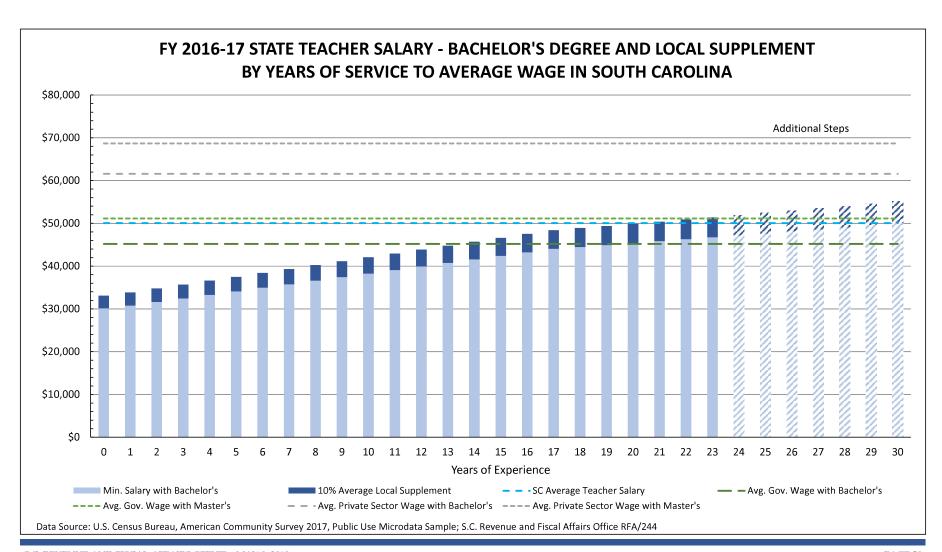


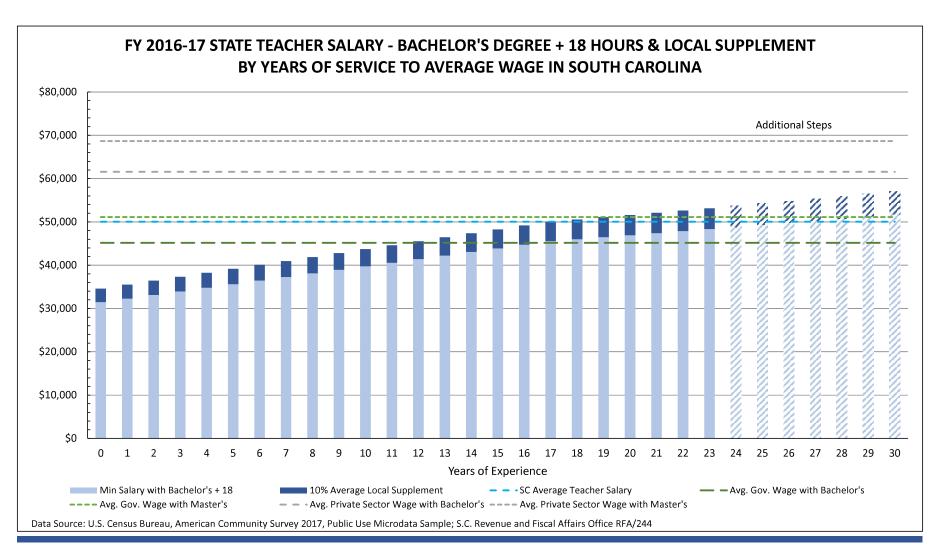


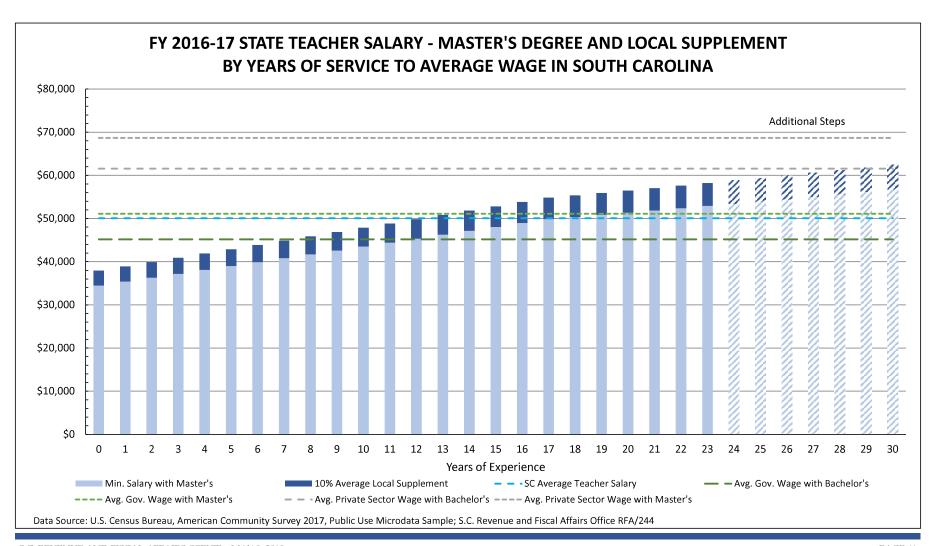
Note: Includes regular and special district teachers: pre-K, kindergarten, classroom, special education, and speech therapists. Based upon 190 teaching contract days and 240 all occupation working days. Data Source: U.S. Census Bureau, American Community Survey 2017, Public Use Microdata Sample; S.C. Dept. of Education Professional Certified Staff Data RFA/244

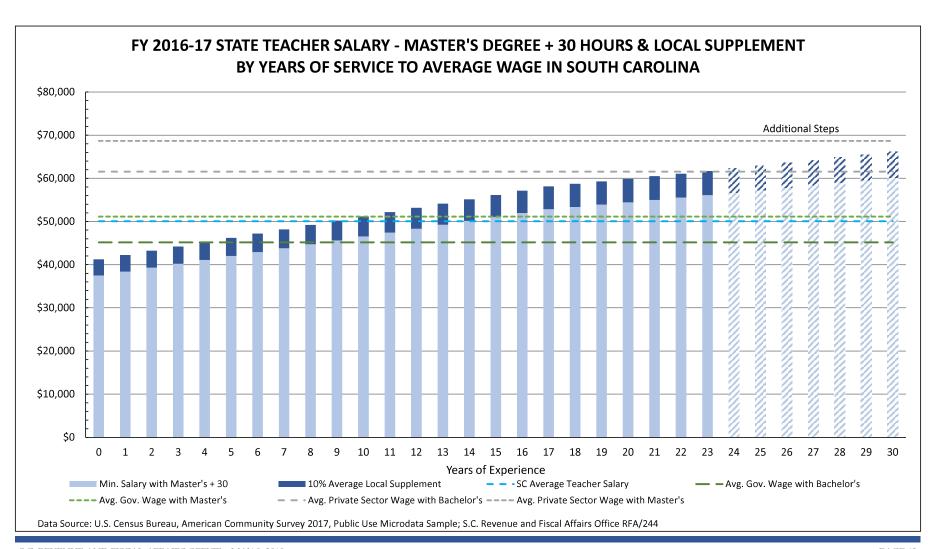
### Status of Model (Continued)

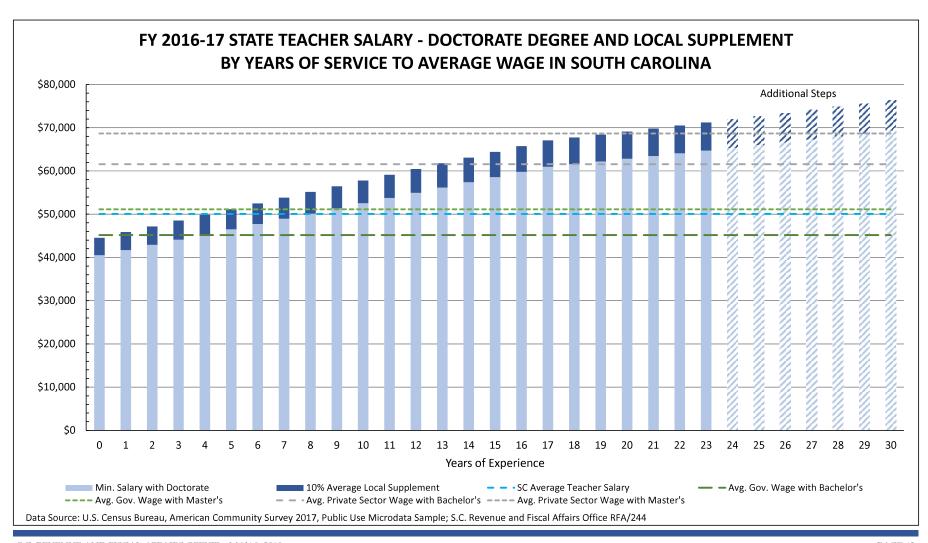
- Determining competitiveness of teacher salaries solely based upon the state "average" teacher salary, however, is problematic as the current state minimum teacher salary has a wide range of potential salaries. The average salary for the degree held by the teacher varies greatly.
- The average years of experience also varies greatly by education level. The average is 13 years, but bachelor's degree teachers averaged only 7.4 years of experience, while doctorate degree teachers averaged the most with an average of 18.9 years of experience. (See Appendix for chart)
- The following charts outline the salary schedule at each education level and compare the schedule to the average wages by education level in South Carolina. The charts also show how extending the schedule from the current twenty-three years to thirty years would impact the salary range.
- Without a local supplement, the state minimum salary scales for teachers with a bachelor's degree or bachelor's degree plus 18 graduate hours never reach the state average.
- The last chart compares how the average salary on the schedule for teachers at each education level would increase if the schedules are extended to thirty years. The average actual salary statewide as of FY 2016-17, including the local supplement, would increase from \$50,050 to approximately \$52,726.
- This section focuses on annual compensation issues regarding the minimum salary schedule and does not reflect all of the data or issues presented in the previous section. Furthermore, this analysis does not address issues related to working conditions such as class size, planning time, or additional duties.

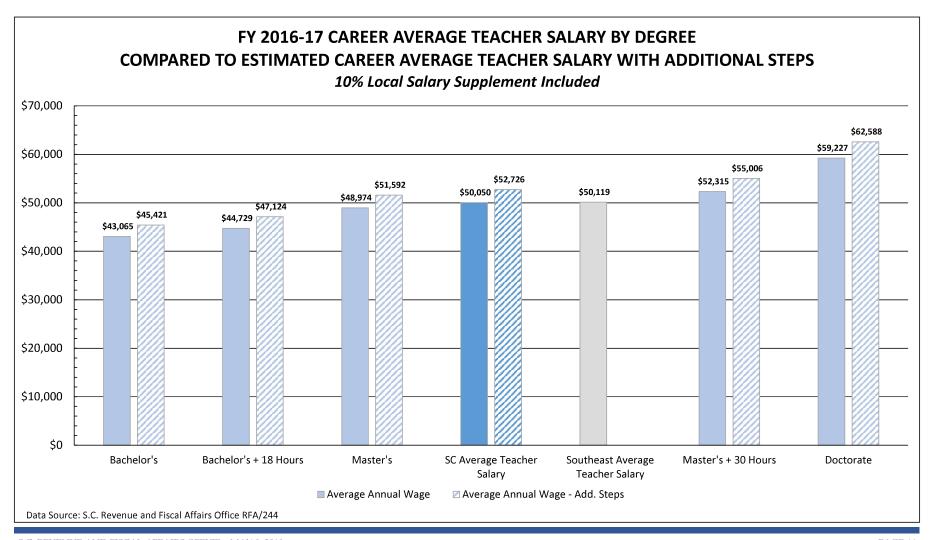












## **Competitive Workforce of Teachers (Summary)**

### Next Steps

1. Incorporate feedback from stakeholders into analysis of teacher salary costs and projections.

### Key Policy Issues

- What is an appropriate measure for determining a competitive wage for teachers compared to other professions? Total salary, salary per day, average hourly wage?
- Should the state minimum salary schedule be extended beyond twenty-three years? How many years?
- The current state minimum salary schedule has different salaries based upon level of education. The salary difference between the lowest and highest classes is forty percent, while years of experience is not weighted as heavily. Is the difference in salary schedule among class of teachers acceptable or does it need to be adjusted?
- What occupational wage categories, other than the average state wage, should be used for comparing average teacher salaries in S.C.?
- Should options be included to address potential costs for changes to working conditions, such as more planning or free time?

## Section V – Consolidation of Districts

### V. Consolidation of Districts

Item (i) - Options or incentives for encouraging consolidation or shared services among local districts

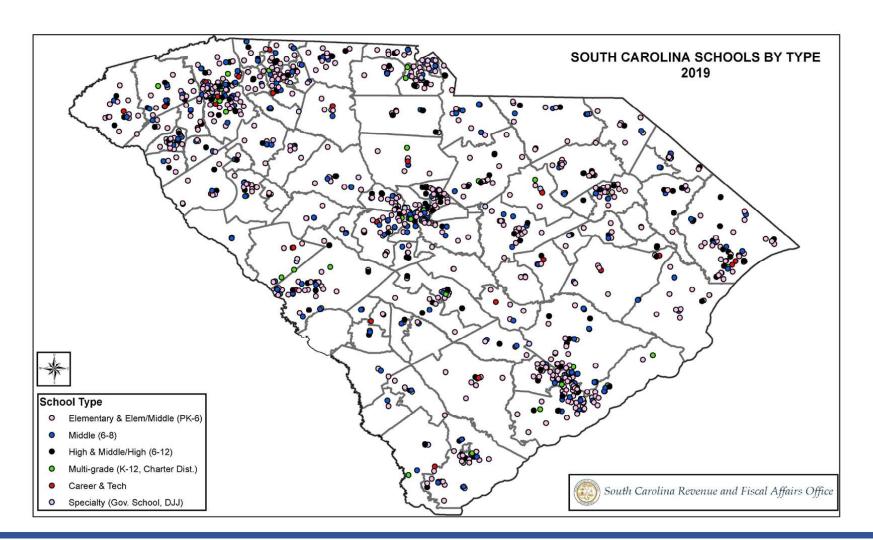
### Status of Model

This section of the report is still under development. Data are being collected and reviewed for accuracy before an analysis can be conducted.

Analyses to be conducted:

- 1. Ranking of Total Expenditures for District Services and Per Pupil Expenditures for District Services by ADM
- 2. Compare Total Expenditures for Districts for groups of smaller districts to larger districts with a similar ADM total
- 3. Calculate ratio of Total Expenditures for District Services to Instruction Expenditures
- 4. Calculate ratio of total employees to certified instructional staff

The following charts show the distribution of schools around the state by type and examples of analyses to be conducted.



## Examples - Comparison of District Services Expenditures by District Size

The following example shows one potential option for future comparisons of districts:

	ADM	Total District Services	Basic Program District Services	Total District Services Per Pupil	Basic Program District Services Per Pupil
Districts with 1,000 - 2,000 Students					
District A	1,150	\$2,550,173	\$2,233,770	\$2,218	\$1,942
District B	1,650	\$2,370,047	\$2,083,904	\$1,436	\$1,263
District C	1,960	\$3,184,573	\$2,896,026	\$1,625	\$1,478
Group 1 (Districts D & E) SIMILAR COST	2,000	\$3,006,726	\$2,750,567	\$1,503	\$1,375

### Districts with 10,000 - 15,000 Students

District F	10,520	\$6,825,159	\$5,820,949	\$649	\$553
Group 2 (Districts G & H) HIGHER COST	11,140	\$10,243,795	\$8,896,568	\$920	\$799
Group 3 (Districts I & J) HIGHER COST	12,530	\$16,267,578	\$14,317,822	\$1,298	\$1,143
District K	12,760	\$7,620,771	\$6,313,366	\$597	\$495

<sup>\*</sup> Examples developed from actual districts. Groups reflect total of districts in a county not currently consolidated.

## **Consolidation of Districts - Summary**

## Next Steps

1. Develop analyses of district expenditures and comparisons

## Key Policy Issue

• What other types of analysis of district consolidation should be conducted?

## Section VI – Long-term Focus

## VI. Long-Term Focus

Item (g) - Methods to simplify estimating or projecting future education funding needs

Item (j) - Options to phase-in a higher percentage of state funding than is outlined in the Education Finance Act

Item (k) - Recommendations to phase in any funding changes over time and to estimate the cost to hold harmless local school districts during a transition to a new funding model

### Status of Model

Items (g), (j), and (k) each relate to a long-term view of measuring, increasing, or transitioning education funding.

This report outlines a format that attempts to include the key variables affecting education expenses and funding, the expected growth in revenue, and the cost of implementing top priorities.

The details for items (j) and (k) needed to complete a long-term view will depend on the policy decisions and priorities.

## Example - Three-Year Fiscal Outlook for Education Funding

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
BUDGET FACTORS				
Estimated Number of Students	720,316			
	720,310 TBD			
Budgeted Number of Teachers				
Total Number of Teachers	TBD			
Average S.C. Teacher Salary	TBD			
STATE REVENUES				
Estimated General Fund Revenue Growth*		\$274,500,000	\$339,300,000	\$317,100,000
One-third (one-fourth, one-half?) of Total Growth		\$91,500,000	\$113,100,000	\$105,700,000
Estimated Growth in EIA Revenue		\$34,700,000	\$36,200,000	Ψ10 <b>2).</b> 00,000
Estimated Growth in Property Tax Relief		\$3.17, 00,000	\$20,200,000	
Trust Fund (School Portion)		\$33,488,000	\$33,748,000	\$35,002,000
Trust rund (School Fordon)		ψ33,486,000	\$33,740,000	\$33,002,000
STATE APPROPRIATIONS				
Enrollment Growth				
(Cost to Maintain Class Size, Employer Contribution	ıs)	\$?		
Teacher Salaries	,			
(a) One Percent Salary Increase		\$?		
(b) Additional Year on Salary Schedule for All Class	es	\$?		
Other Education Programs		\$?		
Hold-harmless Provision		\$?		
		\$ ?		
Higher Percentage of State Funding		<b>.</b>		

## **Long-Term Focus (Summary)**

## Next Steps

1. Incorporate final analysis of model with updated data and feedback from stakeholders into long-term projections

## Key Policy Issues

- What other factors should be considered in long-term planning for education?
- What is the priority order for implementing any changes to funding among equity, teacher salaries, classroom size, or other goals?

## **Next Steps - Timeline**

- Briefings with individual stakeholders in person meetings and online survey (May 2019)
- Receive feedback on policy decisions from stakeholders (May 2019)
- Verify expenditure and revenue details of key budget and worksheet categories (May June 2019)
- Verify teacher and student count data (May June 2019)
- Determine budgeting and needed resources of special education services in conjunction with federal funding requirements (May June 2019)
- Finalize detailed analysis and impact (July August 2019)
- Update Report (September 12, 2019)
- Prepare Budget Worksheet for FY 2020-21 Appropriation Act process (October 2019)
- Amend In\$ite and other fiscal reporting codes (Fall 2019)
- Expand analysis to school level (Summer 2020)

# Appendix

### **APPENDIX**

#### **Additional Charts and Data**

### Summary of Current Funding Items vs. Model

1. Summary of Assumptions and Details in Current Funding Items to Model

### Students and Teachers

- 2. Average Daily Membership Regular School Districts and S.C. Public Charter District
- 3. South Carolina Number Of Teachers, National Education Association Teacher Definition
- 4. South Carolina Student/Teacher Ratio, National Education Association Teacher Definition
- 5. South Carolina and Southeastern Average Teacher Salary Since FY 1989-90
- 6. FY 2016-17 Average Years of Teaching Experience by Degree

### FY 2016-17 Expenditures and Revenues

- 7. Total Expenditures and Revenues for Instruction FY 2016-17
- 8. Total Expenditures and Revenues for Facilities and Transportation FY 2016-17
- 9. Total Expenditures and Revenues for District Services FY 2016-17
- 10. Basic Program Expenditures for Instruction FY 2016-17
- 11. Basic Program Expenditures for Facilities and Transportation FY 2016-17
- 12. Basic Program Expenditures for District Services FY 2016-17

## **Property Taxes**

- 13. School District Property Tax Relief, FY 1995-96 to FY 2021-22
- 14. Total Millage Rate Increase Limitation on School Districts Since 2008- TY 2017
- 15. Constitutional General Obligation Debt Limitation TY 2017, 8 Percent of Assessed Value in School District
- 16. Estimated Debt Service Millage Rate to Fund a \$20 Million Facility TY 2017, Based on School Debt Millage

## Summary of Assumptions and Details in Current Funding Items to Model

### Current

### **Education Finance Act**

- Base Student Cost of \$ 2,485 for FY 2018-19
- 26:1 Student Teacher Ratio
- 1 Superintendent, 1 Ass't Superintendent per 6,000 students
- 5 Secretaries per 6,000 students
- 1 Fiscal Officer per 6,000 students
- 1 Program Consultant per 750 students
- 1 Principal, Secretary, Attendance, Librarian for 375 students
- 1 Ass't Principal, Library Aide, Guidance if over 500 students
- Weights for students determine funding

## **Employer Contributions**

- Social Security taxes, Health Insurance, Retirement
- (Average 70 on all employees, approximately 105,000)

## **Teacher Salary Supplement**

• State supplement to EFA portion of State Minimum Salary

## Property Tax Relief Funds

• Fixed, Formula, and Dollar for Dollar reimbursements

#### Model

### Instruction

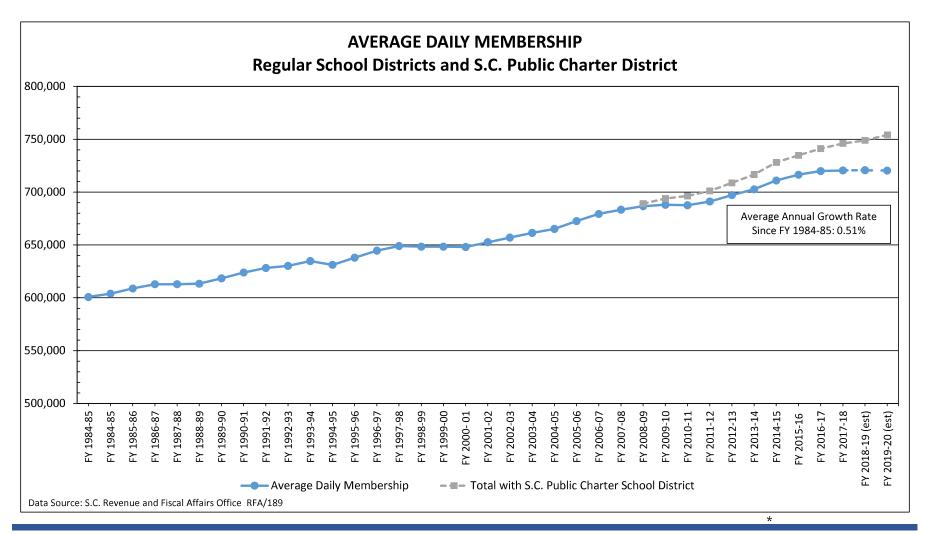
- Average cost of \$ 6,060 per pupil for basic program
- Salary and Employer Contribution for Certified Educators
- 50,000 Certified Personnel, Student Teacher Ratio 16:1
- May include other school staff and data issues are resolved
- No student weights; Funding determined by services

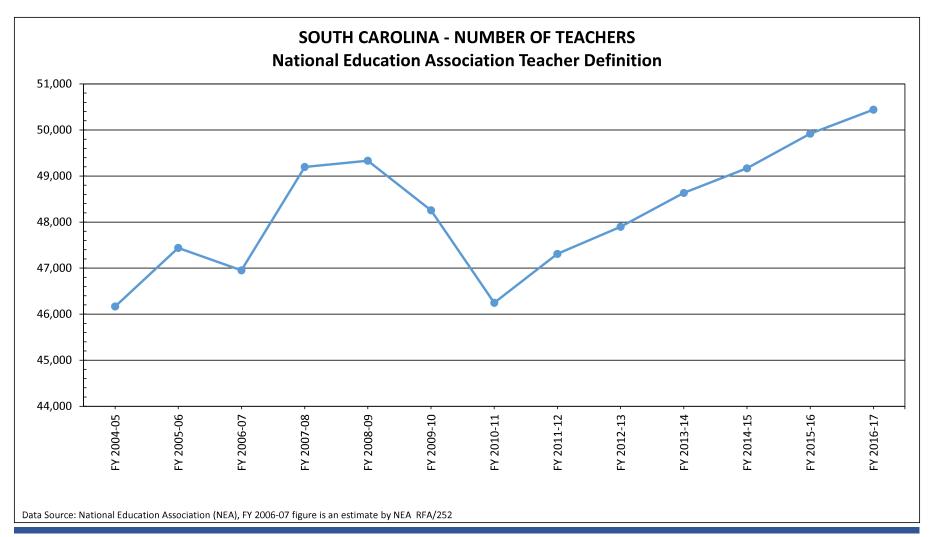
### Facilities and Transportation

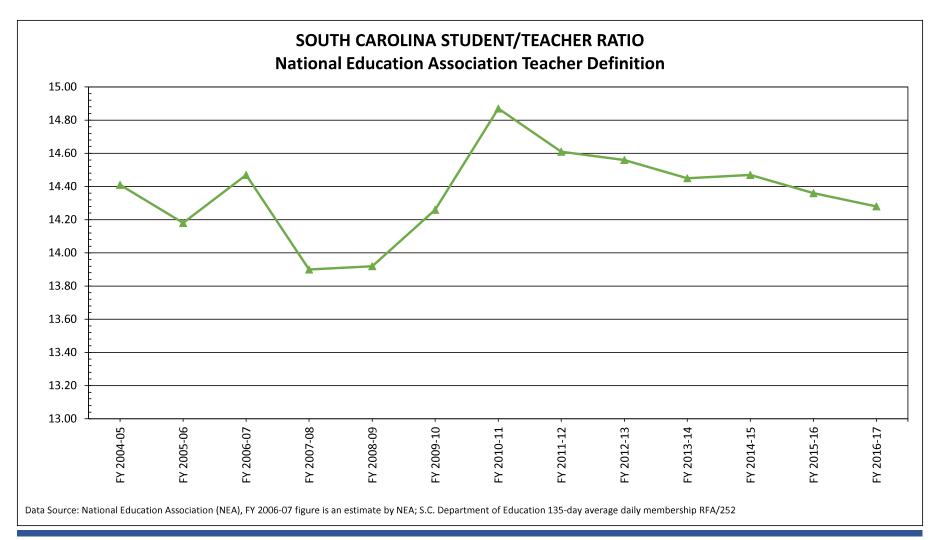
- School facilities, food services, transportation, and security
- Average cost of \$1,531 per pupil for basic program

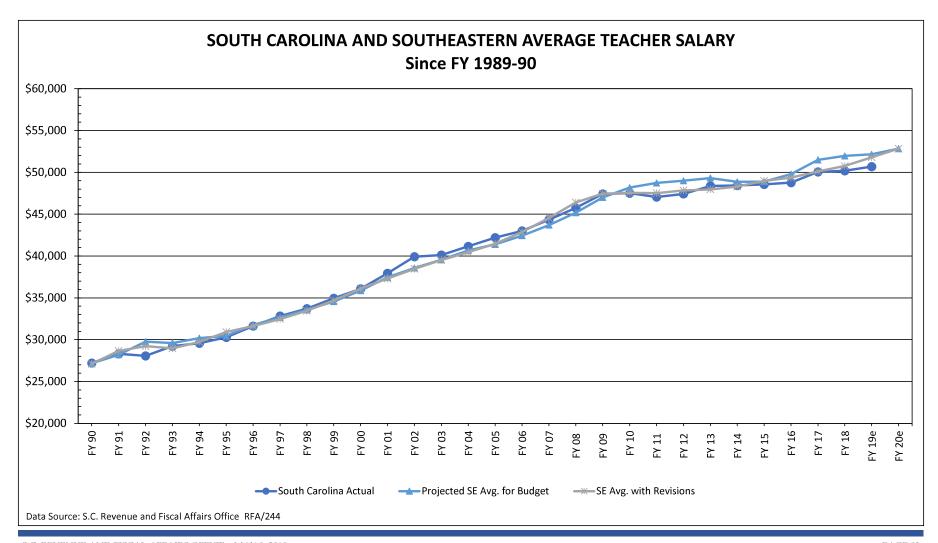
### District Services

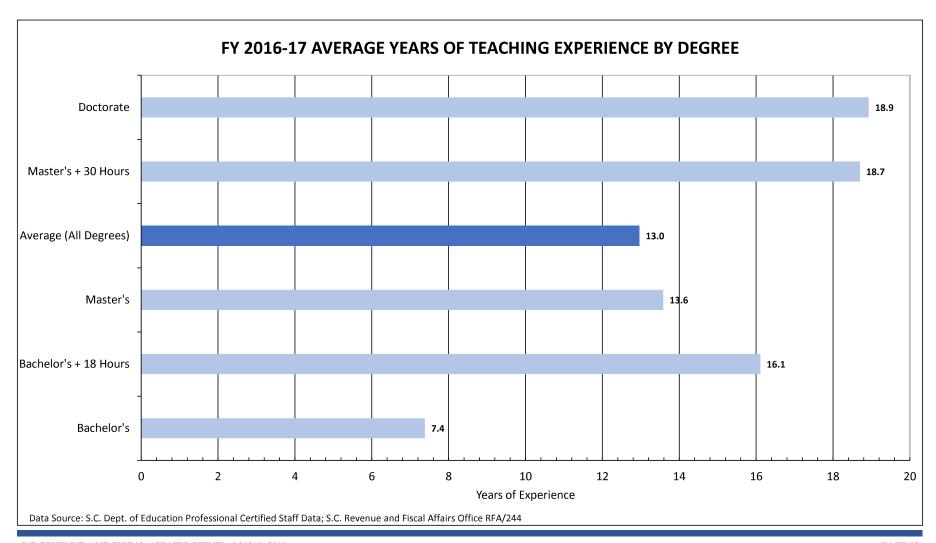
- District Leadership, Operations, and Technology
- Average cost of \$692 per pupil for basic program

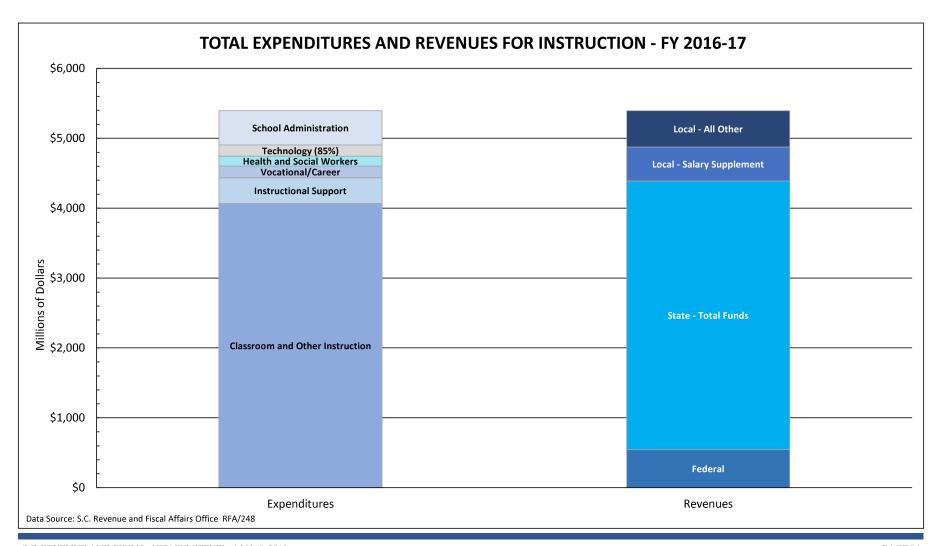


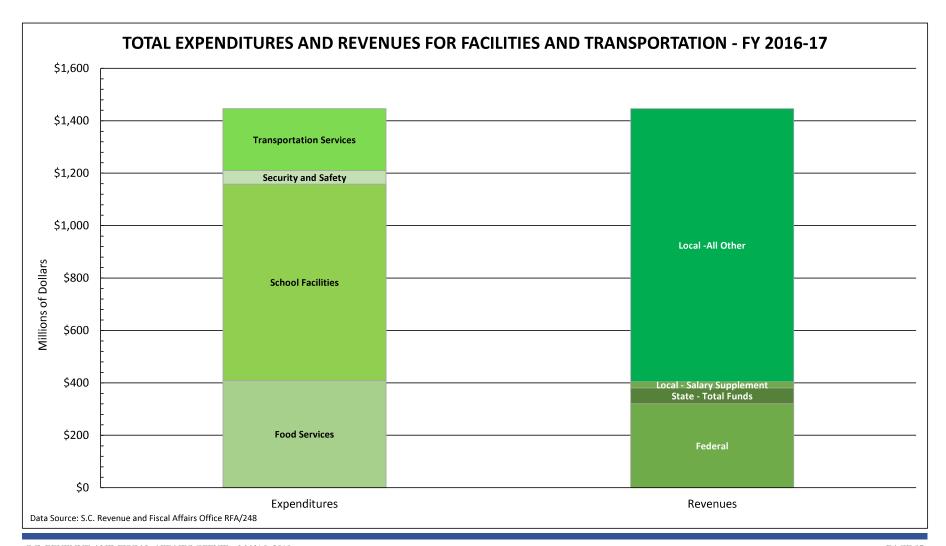


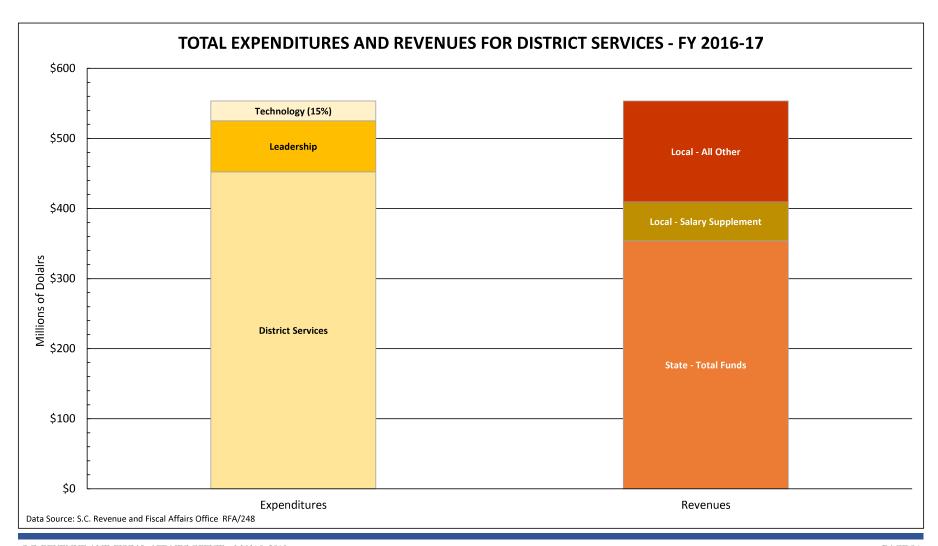


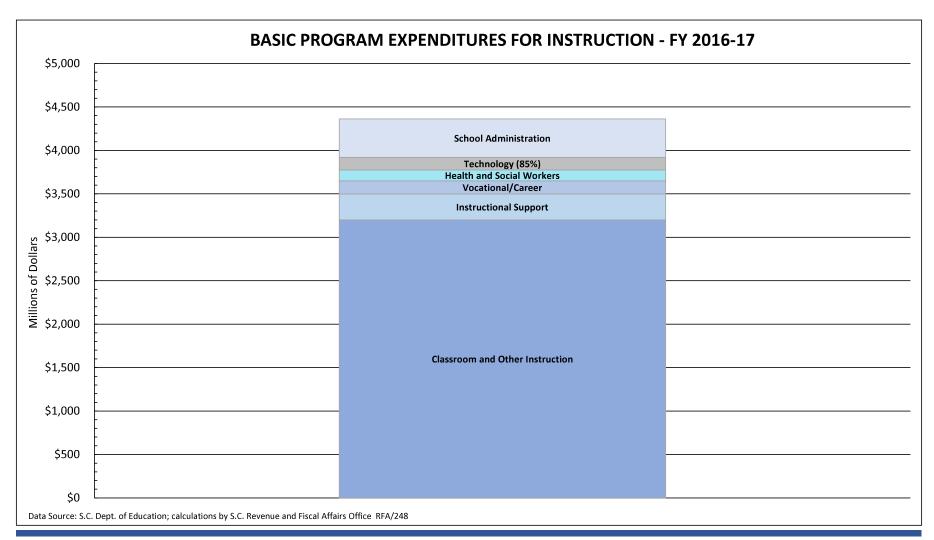


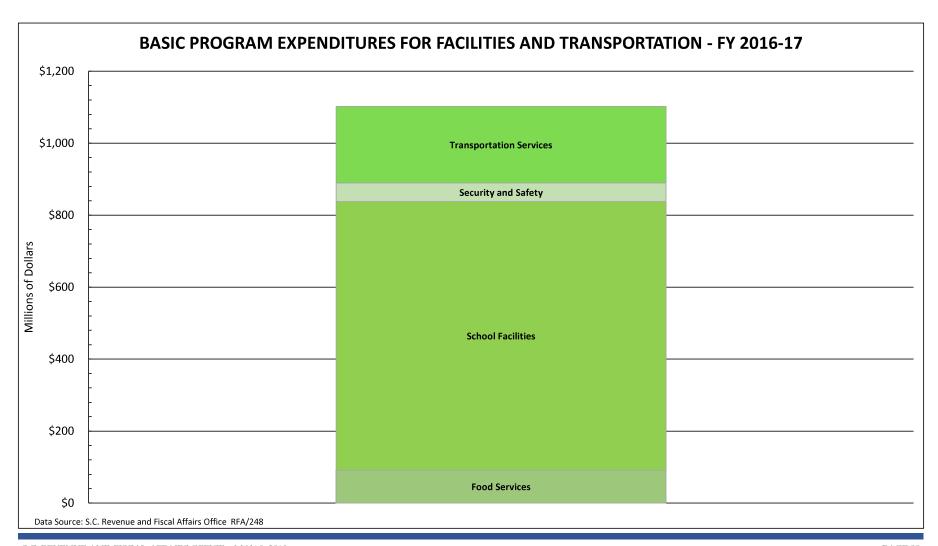


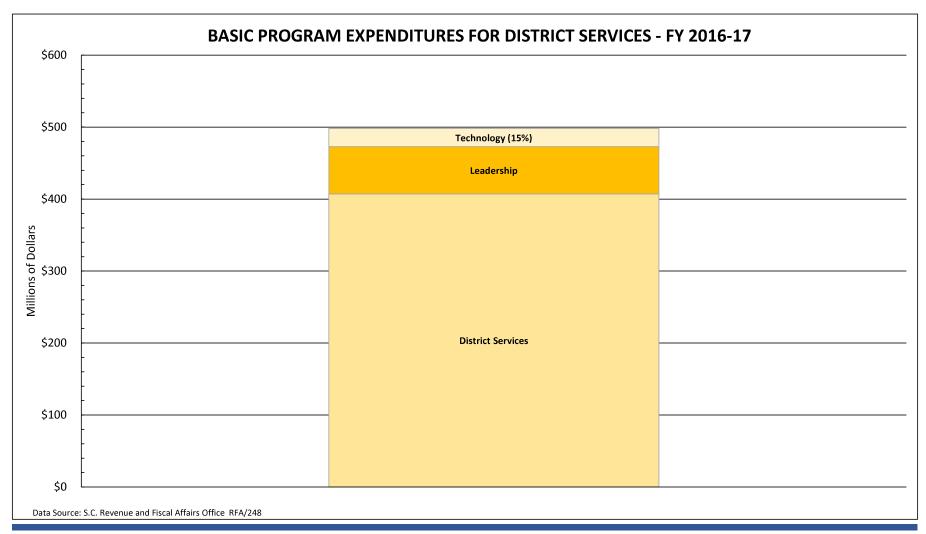


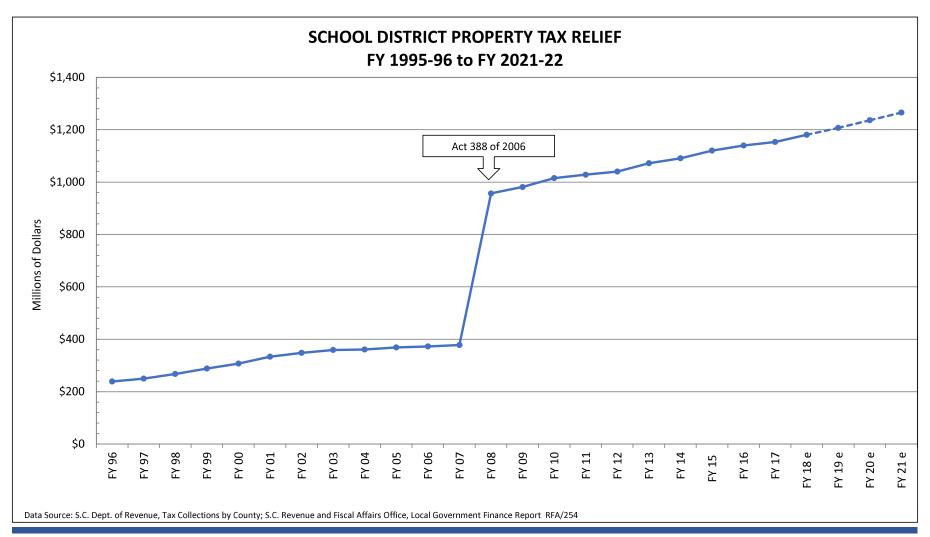


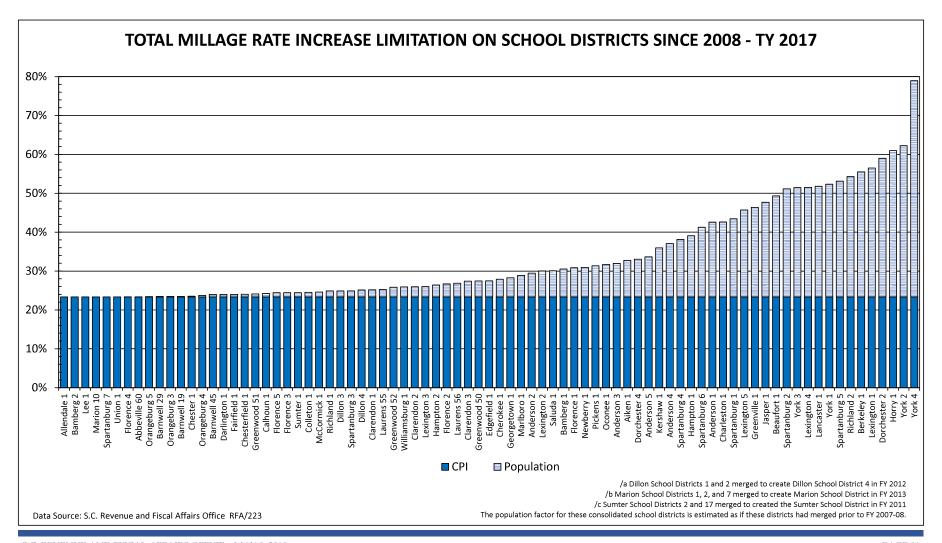


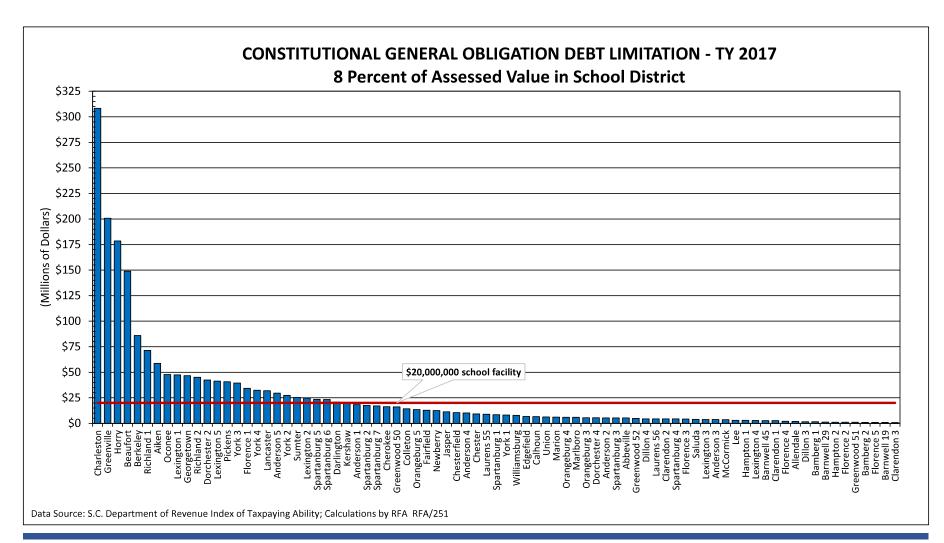


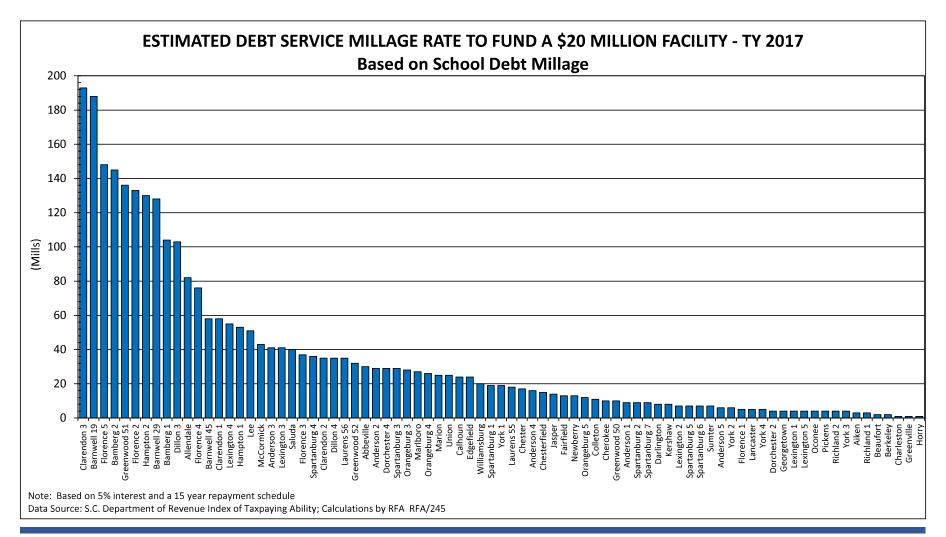












### **List of Key Policy Issues**

### Overall

- What standards or programs should be included or amended to align model with goals for providing a 21st century education?
- What specific state laws or regulations should be considered in determining district flexibility?

### I. Current Status

- Are the Instruction, Facilities and Transportation, and District Services categories comprised of the appropriate spending items?
- What types of expenses should be funded by the state, state and local, or local?

### II. Budgeting Issues

- What costs should be included in estimating cost of a teacher for the basic program?
- Should state appropriations be used to help fund salaries or employer contributions for local district decisions above the basic program?
- What types of expenses are state, state and local, or local?
- What services can or should be shared and how can the state identify and encourage best practices for providing district services?
- What spending flexibility should districts have with regard to budgeted expenditures?
- To which specific education categories should Property Tax Relief funds be allocated?
- Under this model, funding for the additional EFA add-on weights will be reallocated in the following manner:
  - o Poverty lower class size
  - Should other current EFA add-ons be addressed? If so, how should these services be measured and allocated?
     (Other current add-ons: Academic Assistance, Gifted and Talented, Limited English Proficiency, and Dual Credit Enrollment)
- Is dual-credit enrollment a public education or a technical college expense?

### III. Accountability, Flexibility, and Transparency

- What are the accountability expectations of the stakeholders?
- How much flexibility should be given regarding state funding?
- What is the timing for implementation of modifications to accounting systems and reporting given the substantial changes under consideration?

### IV. Competitive Workforce for Teachers

• What is an appropriate measure for determining a competitive wage for teachers compared to other professions? Total salary, salary per day, average hourly wage?

- Should the state minimum salary schedule be extended beyond twenty-three years? How many years?
- The current state minimum salary schedule has different salaries based upon level of education. The salary difference between the lowest and highest classes is forty percent, while years of experience is not weighted as heavily. Is the difference in salary schedule among class of teachers acceptable or does it need to be adjusted?
- What occupational wage categories, other than the average state wage, should be used for comparing average teacher salaries in SC?
- Should options be included to address potential costs for changes to working conditions, such as more planning or free time?

### V. Consolidation of Districts

• What other types of analysis of district consolidation should be conducted?

### VI. Long-term Focus

- What other factors should be considered in long-term planning for education?
- What is the priority order for implementing any changes to funding among equity, teacher salaries, classroom size, or other goals?

# Other Appendix Items



(e) Options for standards or measures of fiscal accountability for funding categories as recommended by the South Carolina Department of Education and options for standards or measures of student performance accountability as recommended by the South Carolina Education Oversight Committee; and

The South Carolina Education Oversight Committee (EOC) recognizes that the statutory objective of the state's public education is ensure that all children have the opportunity to graduate with the knowledge, skills and characteristics to be college, career and civic ready as defined in the *Profile of the South Carolina Graduate* pursuant to Section 59-1-50 of the South Carolina Code of Laws. Measuring whether our state, school districts and schools are provided the opportunity with the financial resources provided will require establishing metrics and goals at the state, district and school levels.

The following are metrics that the Governor and General Assembly should consider in establishing a student performance accountability system. The metrics are based upon the existing accountability system that evaluates the performance of our public education system using multiple indicators as required by both federal and state laws. The metrics also include those specifically identified in Section 59-18-1950 of the South Carolina Code of Laws enacted with Act 94 (H.3969) of 2017. Furthermore, all metrics, where available, should be disaggregated by race, socioeconomic status, and other subgroups such as students with disabilities and English language learners to ensure that South Carolina is addressing the educational needs of all students.

At the state and district levels, the metrics focus on the goal of creating a 21<sup>st</sup> century workforce. At the school level (primary, elementary, middle, and high schools), the EOC would recommend evaluating school performance against the same indicators reported on the annual school report cards. These indicators focus on preparing students with the skills and opportunities to succeed in a 21<sup>st</sup> century economy. While the state currently collects financial data at the district level, the EOC acknowledges that a financial data system at the school-level must be created. The EOC cannot overemphasize the importance of having financial data at the school level where accountability for student performance can be best measured.

### **Metrics for Student Performance at:**

### State Level:

- Percentage of five-year-olds entering public kindergarten ready to learn;
- Percentage of 3<sup>rd</sup>, 5<sup>th</sup>, and 8<sup>th</sup> graders who are meeting or exceeding grade-level standards in English language arts (ELA).reading and mathematics based on state summative assessments;
- Percentage of 4<sup>th</sup> and 8<sup>th</sup> graders scoring Proficient and above and scoring Basic and above on reading and mathematics as documented by the National Assessment of Educational Progress (NAEP);
- Percentage of students graduating from public high schools who enter postsecondary education without the need for remediation;
- Percentage of working-aged adults by county who possess a postsecondary degree or industry credential; and
- Percentage of high school graduates who are gainfully employed in the State within five and ten years of graduating from high school.

### School District Level:

- Percentage of 3<sup>rd</sup>, 5<sup>th</sup>, and 8<sup>th</sup> graders who are meeting or exceeding grade-level standards in ELA/reading and mathematics based on state summative assessments:
- Percentage of students graduating within four years;
- Percentage of students graduating within four years who are deemed college or career ready;
- Percentage of students graduating who enter postsecondary education without the need for remediation; and
- Percentage of high school graduates who are gainfully employed in the State within five and ten years of graduating from high school.

### School Level:

- Academic Achievement or the percentage of students at or above grade level in ELA//reading and mathematics as measured by summative assessments, end-ofcourse assessments, or other valid and reliable measures;
- Student Progress or the academic growth of students in ELA/reading and mathematics:
- Graduation Rate or the percentage of students graduating on-time;
- College/Career Readiness or the percentage of high school graduates deemed college or career ready;
- Percentage of students graduating who enter postsecondary education without the need for remediation; and
- Percentage of high school graduates who are gainfully employed in the State within five and ten years of graduating from high school.

Furthermore, the EOC would encourage policymakers to consider the work of the Maryland Commission on Innovation and Excellence in Education, commonly referred to as the Kirwan Commission. After three years of discussion and analysis, the Kirwan Commission issued in January of 2019 its Interim Report containing policy and funding recommendations to address the quality, access and effectiveness of the state's preK-12 education with a focus on transforming the formula for school funding. The objective of the Kirwan Commission was to ensure that "every student in Maryland should have access to educational experiences and opportunities that enable them to reach their full potential and be ready for success in college and a rewarding career by the end of high school."

The Kirwan Commission addressed governance and accountability. The Commission noted that "how funds for education are spent is at least as important as how much is spent in determining student achievement and funding equity." To this objective the Commission recommended the creation of an Independent Oversight Board with authority to develop a comprehensive plan to implement the Commission's recommendations. Currently, the Maryland General Assembly is debating Senate Bill 1030 to codify many of the recommendations of the Commission, including the creation of the Maryland Office of the Inspector General of Education.

And, in collecting school-level financial data, the EOC would recommend reviewing the school funding reports published by the Texas Education Agency. At the school-level, information is collected and reported at three levels: (1) the object level by payroll, other operating and equipment/supplies; (2) the function level by instruction, curriculum/staff development, health services, guidance/counseling, food, etc.; and (3) the program or student classification level such as regular, gifted and talented, career and technical, students with disabilities, etc.

<sup>&</sup>lt;sup>1</sup> Interim Report. Maryland Commission on Innovation and Excellence in Education. January 2019. http://dls.maryland.gov/pubs/prod/NoPblTabMtg/CmsnInnovEduc/2019-Interim-Report-of-the-Commission.pdf.



# BEAUFORT COUNTY COUNCIL

### **Agenda Item Summary**

Recommendation for FY 2020 Contract Renewals
Council Committee:
Finance Committee
Meeting Date:
June 3, 2019
Committee Presenter (Name and Title):
Dave Thomas, Purchasing Director
Issues for Consideration:
In order to improve our process for renewing annual contracts I have provided a summary sheet (see the attached excel sheet) for your committees review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The Department Head responsible for the contract or their representative will be available for questions during the Committee meeting.
Points to Consider:
Funds are requested by each department for approval in the FY2020 budget.
Funding & Liability Factors:
See the attached excel sheet for funding information.
Council Options:
Approve or disapprove the contract renewals.

# Recommendation:

Item Title:

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

	Vendor	Purpose	Department	Account	FY 2020 Cost	FY 2019 Cost	Term (Beg/End)
1	Republic Waste Services	Solid Waste Hauling	Solid Waste	10001340-51165 10001340-5116A	\$1,910,000	\$1,800,000	7/1/2019 thru 6/30/2020
2	Waste Management (Hilton Head Hauling)	Hauling and Processing of recyclables at convenience centers	Solid Waste	10001340-51167	\$640,000	\$640,000	7/1/2019 thru 6/30/2020
3	Southern Health Partners Chattanooga, Tennessee	Healthcare Services for County Detention Center Inmates	Detention Center	Medical/Dental Services 10001250-51190	\$619,470.60	\$681,428	7/1/2019 thru 6/30/2020
Notes:	Estimated costs due to volume demanded of t not be expended throughout the fiscal year.	his service depends on various factors th	roughout each fiscal year. Fi	scal Year 2020 cost also inc	ludes \$80,000 annual outsi	de cost pool lim	it that may or may
4	Oakwood Landfill Waste Management Ridgeland, South Carolina	Disposal of Class II Waste	Solid Waste	10001340-51166	\$355,000	\$350,000	7/1/2019 thru 6/30/2020
5	Titan Aviation Charlotte, North Carolina	AVGAS and Jet Fuel for Resale	Lady's Island Airport	Purchases - Fuels 51000011-58000	\$302,000	\$324,000	7/1/2019 thru 6/30/2020
Notes:	Beaufort County (Lady's Island) Airport purcha	ses this fuel for resale. Fiscal Year 2020 e	estimated revenue (as of 5/2	8/19) related to the resale	of this fuel \$477,290		
6	Summit Food Service (formerly ABL Management) Atlanta, Georgia	Food Service Program for the BC Detention Center	Detention Center	10001250-51200	\$300,000	\$300,000	7/1/2019 thru 6/30/2020
Notes:	Fiscal Year 2020 estimated cost includes appro	oximately \$0.03 per meal price increase of	or 2.8% which is the CPI - Foo	od Away increase as of Dece	mber 2018.		
							0/1/0010
7	South Data Mount Airy, North Carolina	Printing and Mailing Services for the Treasurer's Office (property tax bills)	Assessor Treasurer	10001340-51167	\$300,000	\$300,000	9/1/2019 thru 8/31/2020
Notes:	Addendum to contract: contract management	will go through Treasurer's office only. F	Y20 cost is estimation.			•	
8	Automated Business Resources (ABR) Savannah, Georgia	Provide Photocopier/Multifunction Printer Lease and Print Management Services for BC	MIS	Various Departments	\$230,351	\$210,000	4/30/2019
Notes:	cost is based on 107 copy machines by Konica	Minolta and 80 service printers. Monthly	lease and a cost per copy a	pply			
9	South Coast Resources, Inc.	Yard waste recycling services	Solid Waste	10001340-51166	\$212,000	\$192,000	7/1/2019 thru 6/30/2020
10	Manatron (Aumentum)(Thomson Reuters) Chicago, Illinois	Property Assessment and Tax Software and Support for the Assessor, Auditor and Treasurer's Offices	Assessor Auditor Treasurer	Maintenance Contracts 10001152-51110	\$207,043.97	\$199,081	7/1/2019 thru 6/30/2020
Notes:	up to a 4% increase due to software support a	nd software upgrades					

11	Clarke Mosquito Control Products, Inc. St. Charles, Illinois	Public Health Insecticide for Mosquito Control	Mosquito Control	Public Health Products 10001400-52320	\$206,236.60	\$207,258	8/1/2019 thru 7/31/2020
Notes:	Estimated costs due to volume demanded of t	this service depends on various factors th	roughout each fiscal year.				
12	Beaufort County Open Land Trust Beaufort, South Carolina	Rural and Critical Land Preservation Program Consulting Services	Planning	Professional Services 45000011-51160	\$179,000	\$179,000	7/1/2019 thru 6/30/2020
13	EMS Management and Consultants Lewisville, North Carolina	Billing Services for BC EMS	EMS	10000001-44220	\$168,714.82	\$168,714.82	7/1/2019 thru 6/30/2020
Notes:	Per contract, not to exceed (NTE) \$190,000. Fi	iscal Year 2020 is estimated.				1	
14	Tyler Technologies Dallas, Texas	Annual support and license agreement for <b>Munis</b>	Finance Purchasing Business License Employee Services Building Codes Local Accomm. Tax Hospitality Tax Admission Fees	Maintenance Contracts 10001111-51110 10001116-51110 10001134-51110 10001160-51110 20010011-51110 20020011-51110 20100011-51110	\$147,878.72	\$140,046	7/1/2019 thru 6/30/2020
Notes:	FY20 price increase due to added licenses						
15	Cisco Smart Net (NWN)	provides call in support and maintenance for our Networks/Switches	MIS	10001150-51110	\$144,038.33	\$167,809.03	7/1/2019 thru 6/30/2020
16	Tyler Technologies Dallas, Texas	Annual support and license agreement for <b>EnerGov SaaS</b>	Finance Purchasing Business License Employee Services Building Codes Local Accomm. Tax Hospitality Tax Admission Fees	Maintenance Contracts 10001111-51110 10001116-51110 10001134-51110 10001160-51110 10001260-51110 20010011-51110 20020011-51110	\$133,265.32	\$140,046	7/1/2019 thru 6/30/2020
17	Beaufort County Disabilities and Special Needs (DSN)	Janitorial Services for Buckwalter, Burton St. Helena Library	PALS	10001600-51210	\$108,261	\$116,224	7/1/2019 thru 6/30/2020
Notes:	Fiscal Year 2020 decrease due to removal of Senior Center at Burton Wells and the Senior Room in Bluffton that is no longer on contract.						
18	Hilton Head Humane Association (SNAC: SPAY/NEUTER) Hilton Head, South Carolina	Provides Veterinary and Spay/Neuter Services for the County Animal Shelter	Animal Services	Professional Services Spay/Neuter 10001270-51160 10001270-51165	\$100,000	\$100,000	7/1/2019 thru 6/30/2020
Notes:	The process of restitution is intended to help of	offset the cost of this service. The County	receives a small percentage	of the actual cost via restit	ution through the court pr	ocess.	
19	C2G	Waste tire hauling/recycling	Solid Waste	23450011-51160	\$98,400	\$94,500	7/1/2019 thru 6/30/2020
19	C2G	Waste tire hauling/recycling	Solid Waste	23450011-51160	\$98,400	\$94,500	6/3

20	Pictometry International Corporation Rochester, New York	License Image Software/Aerial Photos	GIS/MIS	Aerial Photos 10001152-51250	\$90,409.26	\$85,291.75	7/1/2019 thru 6/30/2020
Notes:	FY20 price due to 4th year of contract rate						
21	Mauldin & Jenkins	Audit Services and CAFR Services	Finance	10001100-51160 10001111-51160	\$78,000.00	\$78,000	7/1/2019 thru 6/30/2020
Notes:	Single Audit of federal expenditures, Agreed U	pon Procedures for BCDSN, Passenger Fa	acility Charge (PFC) Audit for	the HH Airport and CAFR se	ervices.		
22	USI Insurance Services (formally Wells Fargo)	Benefit Consulting Services	Employee Services	10001160-51160	\$66,950.00	\$66,950	7/1/2019 thru 6/30/2020
							7/4/2040
23	Andrews Technology NOVATIME	NOVATIME Annual Maintenance and Hosting	Employee Services	10001160-51160	\$63,948.00	\$63,948	7/1/2019 thru 6/30/2020
24	South Carolina Judicial Department Columbia, South Carolina	Court Management System Support	Clerk of Court Magistrate	Maintenance Contracts 10001030-51110 10001081-51110	\$60,000.00	\$60,000	7/1/2019 thru 6/30/2020
25	New Vision Systems New Canaan, Connecticut	Official Records Software and Maintenance Support	Register of Deeds	Maintenance Contracts 10001122-51110	\$52,048.00	\$52,048	7/1/2019 thru 6/30/2020
	·			Maintenance Contracts			7/1/2019
26	SHI	Microsoft Enterprise Agreement	IΤ	10001150-51110	\$230,447.00	\$205,769	thru 6/30/2020
27	Verizon Wireless	Countywide Mobile Devices	IT	Various Departments	\$405,000.00	\$405,000	7/1/2019 thru 6/30/2020

From:

Carter, Cindy

To:

Myers, Marlene

Subject:

RE: Agenda Item Summary Sheet022019.pdf

Date:

Tuesday, May 28, 2019 11:51:21 AM

Attachments:

image001.png

Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene < TMyers@bcgov.net>

**Sent:** Tuesday, May 28, 2019 11:50 AM

To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>

Subject: RE: Agenda Item Summary Sheet022019.pdf

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

can have as backup?

C2G FY19 \$94,500 FY20 \$98,400

CARE – currently posted IFB 053019

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Strickland FY19 \$68,000 FY20 \$68,000

Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000

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

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



From: Thomas, Dave < <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a>>



# New Taulia Confact - Republic

- Former contract effective July 1, 2012
- \$ 112.78 per pull
- \$1,051.78 per pull -Daufuskie
- \$300.00 compactor rental
- \$ 65.00 open container rental

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



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

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

### WITNESSETH:

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

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

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

# ARTICLE 1 SCOPE OF WORK

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

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

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

- Republic and the County agree to the proposed CPI-WST annual increase to be submitted annually by the end of April and based on the March year over published changes.
- 4) County agrees that the clock on responses times, as referenced in section 3.2.4 of the bid document, can only run during the operational hours of the approved disposal facilities.

### ARTICLE 2 LIABILITY

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

# ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS

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

# ARTICLE 4 ASSIGNMENT

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

# ARTICLE 5 PERFORMANCE PERIOD/TERM

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

# ARTICLE 6 COMPENSATION

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

# ARTICLE 7 INSURANCE/PERFORMANCE BOND

Insurance

RFP 042017 Hauling Services for BC Solid Waste Dept. Page 2 of 7

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

### Performance Bond

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

# ARTICLE 8 TERMINATION

### Default

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

### Termination

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

### 1. Termination for Convenience

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

### 2. Termination for Cause

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

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

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

### 3. Termination by Mutual Consent

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

# ARTICLE 9 RESPONSIBILITY

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

### ARTICLE 10 FORCE MAJEURE

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

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

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

### ARTICLE 11 SEVERABILITY

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

# ARTICLE 12 INDEPENDENT CONTRACTOR

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

### **ARTICLE 13**

### NOTICE

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

County: Beaufort County Administrator

P. O. Drawer 1228 Beaufort, SC 29901-1228

**Beaufort County** 

Attn: Beaufort County Purchasing Director

P. O. Drawer 1228 Beaufort, SC 29901-1228

Contractor: Republic Waste Services

Attn: Mr. Kenneth Valihora 109 Josephine Drive Beaufort, SC 29906

### ARTICLE 14 CHANGE ORDERS

No change orders are applicable under this contract.

# ARTICLE 15 AUDITING

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

# **ARTICLE 16 GRATUITIES**

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

RFP 042017 Hauling Services for BC Solid Waste Dept. Page 5 of 7

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

# ARTICLE 17 INVOICES

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

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

# ARTICLE 18 Purchase Orders

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

# ARTICLE 19 ORDER OF DOCUMENTS

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

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

### SIGNATURE PAGE

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

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

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

Chay Harry Sezace means	BEAUFORT COUNTY, a political sub-division of the State of Seuth Carolina  By: Name: Gary Kubic, Sounty Administrator P.O. Drawer 1228 Beaufort, SC 29901-1228 Phone: (843) 255-2026 Fax: (843) 255-9403 Date: 0 24 2017
WITNESSES:  Maghistor	REPUBLIC SERVICES OF SC, LLC  By: Home: Drew Iscahour  Title: V  Address: 1041 Red Ventures Dr Fortmill Sc  Phone: 828-695-2050  Email: Jizahour  Date: 7-10-17

### Myers, Marlene

From:

Carter, Cindy

Sent:

Tuesday, May 28, 2019 11:51 AM

To:

Myers, Marlene

Subject:

RE: Agenda Item Summary Sheet022019.pdf

Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net> Sent: Tuesday, May 28, 2019 11:50 AM

To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>

Subject: RE: Agenda Item Summary Sheet022019.pdf

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

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





3

May 9, 2019

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

Re:

Health Services Agreement

Dear Mariene:

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

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

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

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

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

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

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

SOUTHERN HEALTH PARTNERS, INC.

Carmen Hamilton
Contracts Manager

BEAUFORT COUNTY, SC
BY:

/cph

Sincerely.

oc:

Col. Quandara Grant

### Myers, Marlene

From:

Carter, Cindy

Sent:

Tuesday, May 28, 2019 11:51 AM

To:

Myers, Marlene

Subject:

RE: Agenda Item Summary Sheet022019.pdf

Used costs to date and the FY20 proposed budget submitted

From: Myers, Mariene <TMyers@bcgov.net> Sent: Tuesday, May 28, 2019 11:50 AM

To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>

Subject: RE: Agenda Item Summary Sheet022019.pdf

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

C2G FY19 \$94,500 FY20 \$98,400

CARE – currently posted IFB 053019

Dolphin Shared Management FY19 \$124,008 FY20 \$126,432

Republic FY19 \$1,800,000 FY20 \$1,910,000

South Coast FY19 \$192,000 FY20 \$212,000

Strickland FY19 \$68,000 FY20 \$68,000

Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000

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

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



From: To:

Phillips, Joel

Cc:

Thomas, Dave Myers, Marlene; Rembold, Jon

Subject:

RE: Titan Fuel Contract AVGAS

Date:

Tuesday, May 28, 2019 2:24:12 PM

Importance:

Dave/Marlene

Fuels sales for next fiscal year are estimated as follows;

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

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

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

Best regards, Joel Phillips Beaufort County Airport Supervisor (KARW) 39 Airport Circle Beaufort SC, 29907

Office: 843-255-2974 Cell: 843-252-4301

e-mail: jphillips@bcgov.net



From: Thomas, Dave <dthomas@bcgov.net> Sent: Tuesday, May 28, 2019 10:33 AM

To: Phillips, Joel < jphillips@bcgov.net>

Cc: Myers, Marlene <TMyers@bcgov.net>; Rembold, Jon <jrembold@bcgov.net>

Subject: Titan Fuel Contract AVGAS

Importance: High

Joel,

We need your help asap! What is your estimate for FY2020 for the fuel cost and revenue? We always report want be purchased in 2019 and sold? Thank you,

Dave

David (Dave) L. Thomas, CPPB, CPPO Purchasing Director, Beaufort County P.O. Drawer 1228 106 Industrial Village Road, BId#2 Beaufort, SC 29901

Office: 843-255-2304 Moble: 843-812-8217 dthomas@bcgov.net





Friday, 3/23/18, 2019

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

Dear Col. Grant

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

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

### Pricing per meal Current Pricing:

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

**New Pricing** 

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

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

Regards,



Fred Ragozzine District Manager

Approval Signature		
Approval Date	<del></del> -	

# RENEWAL INCREASE WORKSHEET

Unit Name: Beaufort Conty County Detention Center

Unit Number: C6180

Completed By:Fred Ragozzine

Date: 7/1/19

Decimal Points for Prices:

CPI INCREASE	
2.8%	

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

### COUNTY COUNCIL OF BEAUFORT

Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ◆ FAX (843) 255-9437

7

15 May 2019

South Data, Inc.

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

Re:

Contract for Mailing Services-Beaufort County

Contract Number: IFB 081214

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

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

We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or <a href="mailto:tmvers@bcgov.net">tmvers@bcgov.net</a> if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB Purchasing Director, Beaufort County

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

ulhorized Name and Title to bind company

Date

cc: Maria Walls, CPA

From: To: Kubic, Gary #COUNCIL

Cc:

Walls, Maria; Beckert, Jim; Lora H. Southard (Ihsouthard@southdata.com); James, Gary; Thomas, Dave

Subject: Date: SouthData Print Services Friday, June 23, 2017 3:57:07 PM

Attachments:

Beaufort County.pdf Southard Thomas Itr 05.31,2017.pdf SouthData Products List 06.20.2017.pdf

IFB 081214 SIGNED CONTRACT RENEWAL FY18.pdf

2017 Assessment Notice Ouotes - Request and Responses.docx

### Members of Council:

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

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

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

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

### Attachment list:

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

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

## Gary Kubic

Beaufort County Administrator

Office:

843.255.2026

Mobile: 843.812.7605

Fax:

843.255.9403

Email:

gkubic@bcgov.net

100 Ribaut Road

P.O. Drawer 1228

Beaufort, SC 29901

# SouthData

May 31, 2017

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

Re: Contract Number IFB 081214

Mr. Thomas.

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

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

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

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

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

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

Sincerely,

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

Corporate Readquarters
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Interestion Park 14 0 MRC

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Western Production Facility

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Production Facility

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DoublePositive
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Form to the PT 30

North Central Production Facility (March 1996) (NAC (March 1997) (NAC

1-805-549-4722 www.southitata.com





May 23, 2019

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

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

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

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

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

### **Projected Cost**

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

From: To: Kathryn Murph

Cc:

Thomas, Dave; Myers, Marlene

Subject:

Hill, Patrick
RE: Info for Board

Subject: Date:

Friday, May 24, 2019 11:26:11 AM

Attachments:

image001.png image003.png image005.png

You are welcome and correct in your assumption.

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

Sent: Friday, May 24, 2019 11:24 AM

To: Kathryn Murph <a href="mailto:kmurph@abr1.com">kmurph@abr1.com</a>; Myers, Marlene <a href="mailto:kmurph@abr1.com">Myers@bcgov.net</a>

Cc: Hill, Patrick <phill@bcgov.net>

Subject: RE: Info for Board

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

David (Dave) L. Thomas, CPPB, CPPO Purchasing Director, Beaufort County P.O. Drawer 1228

106 Industrial Village Road, Bld#2

Office: 843-255-2304 Moble: 843-812-8217 dthomas@bcgov.net

Beaufort, SC 29901

From: Kathryn Murph < kmurph@abr1.com >

**Sent:** Friday, May 24, 2019 11:13 AM

To: Thomas, Dave <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a>; Myers, Marlene <a href="mailto:TMyers@bcgov.net">TMyers@bcgov.net</a>>

Cc: Hill, Patrick <phill@bcgov.net>

Subject: RE: Info for Board

Does the added graph get you what you need?

Kathryn

From: Thomas, Dave <a href="mailto:chors.org">dthomas@bcgov.net></a>

Sent: Friday, May 24, 2019 9:30 AM

To: Myers, Marlene < TMyers@bcgov.net >; Kathryn Murph < kmurph@abr1.com >

Subject: RE: Info for Board

Importance: High

Kathryn,

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

David (Dave) L. Thomas, CPPB, CPPO Purchasing Director, Beaufort County P.O. Drawer 1228 106 Industrial Village Road, Bld#2 Beaufort, SC 29901

Office: 843-255-2304 Moble: 843-812-8217 dthomas@bcgov.net

From: Myers, Marlene < TMyers@bcgov.net>

**Sent:** Friday, May 24, 2019 9:21 AM

To: Thomas, Dave < <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a>; Hill, Patrick < <a href="mailto:phill@bcgov.net">phill@bcgov.net</a>>

Subject: ABR: Info for Board

Importance: High

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

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

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



From: Thomas, Dave <a href="mailto:cdo.net">dthomas@bcgov.net</a> Sent: Thursday, May 23, 2019 4:53 PM
To: Myers, Marlene <a href="mailto:cdo.net">TMyers@bcgov.net</a>>

Subject: FW: Info for Board

From: Kathryn Murph <<u>kmurph@abr1.com</u>> Sent: Thursday, May 23, 2019 4:00 PM

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

**Subject:** Info for Board

Dave and Patrick,

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

Patrick,

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

Kathryn

### Kathryn A Murph, President

P:912.527.7777 / F:912.527.7788



ř

### Myers, Marlene

From:

Carter, Cindy

Sent:

Tuesday, May 28, 2019 11:51 AM

To:

Myers, Marlene

Subject:

RE: Agenda Item Summary Sheet022019.pdf

Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net> Sent: Tuesday, May 28, 2019 11:50 AM

To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>

Subject: RE: Agenda Item Summary Sheet022019.pdf

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

C2G FY19 \$94,500 FY20 \$98,400

CARE – currently posted IFB 053019

Dolphin Shared Management FY19 \$124,008 FY20 \$126,432

Republic FY19 \$1,800,000 FY20 \$1,910,000

South Coast FY19 \$192,000 FY20 \$212,000

Strickland FY19 \$68,000 FY20 \$68,000

Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000

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

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





#### **Cindy Carter**

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

From: Thomas, Dave <<u>dthomas@bcgov.net</u>> Sent: Tuesday, May 28, 2019 10:09 AM

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

Subject: Agenda Item Summary Sheet022019.pdf

Importance: High

Sarah,

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

Respectfully,

Dave

David (Dave) L. Thomas, CPPB, CPPO Purchasing Director, Beaufort County P.O. Drawer 1228 106 Industrial Village Road, Bld#2 Beaufort, SC 29901

Office: 843-255-2304 Moble: 843-812-8217 dthomas@bcgov.net



# COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

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

TO:

Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM:

Dave Thomas, CPPO, Purchasing Director

SUBJ:

RFP #042618 Yard Waste Recycling Services for Beaufort County

DATE:

May 29, 2018

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

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

#### **VENDOR RANKING AND INFORMATION:**

#### **COST PER TON**

1. South Coast Resources, Inc., Savannah, GA

\$115 per load-first year \$120 per load-second year \$125 per load-3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> year

2. Oliver's Clean Burn, LLC, Beaufort, SC

\$23.00\* per ton disposal

\*Only burn the yard waste; considered non-responsive to the recycling services outlined in the RFP.

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

FUNDING: Solid Waste and Recycling Account 10001340-51166

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

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

Alicia Holland, Asst. Co. Administrator, Finance Eric Larson, Director Environmental Engineering David Wilhelm, Director Public Works Cindy Carter, Solid Waste Coordinator

Attachment: Scoring Evaluation Summary



#### CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

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

### WITNESSETH:

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

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

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

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

# ARTICLE 1 DESCRIPTION

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

### ARTICLE 2 LIABILITY

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

# ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS

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

# ARTICLE 4 ASSIGNMENT

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

# ARTICLE 5 TERM

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

# ARTICLE 6 COMPENSATION

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

# ARTICLE 7 INSURANCE

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

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

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

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

# ARTICLE 8 DEFAULT

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

# ARTICLE 9 TERMINATION

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

### ARTICLE 10 COUNTY RESPONSIBILITIES

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

### ARTICLE 11 FORCE MAJEURE

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

### ARTICLE 12 SEVERABILITY

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

# ARTICLE 13 INDEPENDENT CONTRACTOR

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

### ARTICLE 14 NOTICE

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

County: Interim Beaufort County Administrator

Attn: Mr. Josh Gruber P. O. Drawer 1228

Beaufort, SC 29901-1228

**Beaufort County** 

Attn: Beaufort County Purchasing Director

P. O. Drawer 1228

Beaufort, SC 29901-1228

Contractor: South Coast Resources, Inc.

PO Box 14419

Savannah, GA 31416

# ARTICLE 15 AUDITING

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

### ARTICLE 16 GRATUITIES

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

# ARTICLE 17 INVOICES

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

Located at: 120 Shanklin Road

Beaufort, SC 29906

Invoices should include:

a) Period of time covered by the invoice

- b) Summary of work performed for the billing period
- c) Purchase order
- d) Tax Identification Number

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

### ARTICLE 18 PURCHASE ORDERS

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

## ARTICLE 19 ORDER OF DOCUMENTS

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

a) RFP and Bid Response

#### ARTICLE 20 TOTAL AGREEMENT

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

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

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

WITNESSES: BEAUFORT COUNTY, a political Subdivision of the State of South Carolina Cly Harry Quantum Rou Signature: Name: Josh Graber, Interim County Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228 Phone: 843-255-2026 Fax: 843-255-9403 Date: 5-9-16

South Coast Resources, Inc.

Signature: Sally Supply Name: Long Supply Address: Po Pay 1994)
Phone: 912 429 1330
Email: 50.77 6055 1059
Date: 511/5

RFP 042618 Yard Waste Recycling Services Page 8 of 8



# Maintenance and Support Schedule and/or Note Schedule

For 0 7 10

ACCT# 4007000

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

## THIS IS NOT AN INVOICE!

### JULY-JUNE

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

 Subtotal
 \$207,043.97

 Tax
 \$0.00

 Total
 \$207,043.97



# QUOTATION

B Beaufort County M.C.D. (B11310)

Elizabeth Hager

84 Shanklin Rd

Beaufort, SC 29906-8427

T 843-255-5800

O 843-846-1633

8 Beaufort County M.C.D.

H Elizabeth Hager

1 84 Shanklin Rd

Beaufort, SC 29906-8427

T 843-255-5800

O 843-846-1633

Quotation #	Quote Date	Salesperson	Written by	•	Valid to
0002021865	04/30/19	Joe Strickhouser	Jamle Dunn -	Customer Can	e 12/31/19
<b>Delivery Method</b>		Terms			•
Best Way		Net 30 Days			
item#	Item Description	on .	Qty Ordered	Unit Price	Extended Price
11734	DUET HD MINI T	OTE	4 tot	48,326.8500/td	1 193,307.40
			Freight Cha	rge	1,330,76
			Tex:	,	11,598.44
			Order total		208,236.60
			Total	•	208,236.60

<sup>\*</sup> For your convenience we also accept Visa and MasterCard



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

## COUNTY COUNCIL OF BEAUFORT

**Beaufort County Purchasing Department** Post Office Drawer 1228 Beaufort, South Carolina 29901-1228 Telephone (843) 255-2353 FAX (843) 255-9437

10 May 2019

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

Re:

Contract for Rural and Critical Lands Preservation Program Consulting Services for

**Beaufort County** 

Contract Number: RFQ 042915

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

Please sign below and kindly return at your earliest convenience.

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

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB Purchasing Director, Beaufort County

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

Authorized Name and Title to bind company

lay 24, 2019

cc: Eric Greenway, Stefanie Nagid

## **Credit As Type Summary Report (Deposit Date)**

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

## **Beaufort County EMS**

Credit Type/Credit Code	<u>Transactions</u>		
Refunds Refund - Commercial			
	19	-2,420.52	
Refund - Facility	1	<b>-</b> 797.50	
Refund - Liability/Attorney	6	-1,908.59	
Refund - Patient	120	-19,341.49	
Totals For Type	146	-\$ 24,468.10	
Payments			
Check (Subscription Plan)	2	0.00	
Interest Payment (+)	59	-8.31	
Payment - Attorney	57	18,615.85	
Payment - BCBS Adjustments	2	0.00	
Payment - Collection Agency	1,445	31,068.99	
Payment - Credit Card	523	101,797.17	
Payment - Credit Card Mileage	2	0.00	
Payment - Debt Set Off	83	3,463.74	
Payment - Debt Set Off Cr Card	18	0.00	
Payment - Direct to Squad	3,174	349,930.56	
Payment - Escheats	2	0.00	
Payment - Facility	3	1,634.26	
Payment - GPCI	4	0.00	
Payment - Insurance	9,055	775,874.64	
Payment - Liability/Attorney	98	36,980.01	
Payment - Match Debt Set Off	731	193,167.96	
Payment - Medicaid	1,778	14,710.07	
Payment - Medicare	9,077	1,162,085.34	
Payment - Mileage	6	0.00	
Payment - Patient	2,043	245,686.48	
Payment - Patient - ACH	531	42,815.95	
Payment - RR Medicare	33	4,720.63	
Payment - Transfer	124	0.00	
Recoupment (-)	212	-35,170.55	
Return Check	5	-1,872.75	
Totals For Type	29,067	\$ 2,945,500.04	

**Company Totals** 

29,213

\$ 2,921,031.94

## **Credit As Type Summary Report (Deposit Date)**

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

**Grand Totals** 

29,213

\$ 2,921,031.94

Invoice Date Customer Number	r Item Number	<b>Customer Name</b>	QTY	<b>Unit Price</b>	Unit Price Extended Price
7/31/2018 0198	6.25% MGMT FEE	Beaufort County EMS	218,199.62000	0.0625	13,637.48000
8/31/2018 0198	6.25% MGMT FEE	Beaufort County EMS	277,064.65000	0.0625	17,316.54000
8/31/2018 0198	ESTATE FEES	Beaufort County EMS	1.00000	10.00	10.00000
9/30/2018 0198	6.25% MGMT FEE	Beaufort County EMS	178,725.23000	0.0625	11,170.33000
10/31/2018 0198	6.25% MGMT FEE	Beaufort County EMS	263,855,93000	0.0625	16,491.00000
11/30/2018 0198	6.25% MGMT FEE	Beaufort County EMS	253,175.11000	0.0625	15,823.44000
12/31/2018 0198	6.25% MGMT FEE	Beaufort County EMS	280,203.18000	0.0625	17,512.70000
12/31/2018 0198	ADJUSTMENT	Beaufort County EMS	1.00000	699.30	699.30000
1/31/2019 0198	6.25% MGMT FEE	Beaufort County EMS	290,810.04000	0.0625	18,175.63000
1/31/2019 0198	COLL. AGY. FEE-SCA	Beaufort County EMS	1.00000	378.75	378.75000
2/28/2019 0198	6.25% MGMT FEE	Beaufort County EMS	259,760.05000	0.0625	16,235.00000
3/31/2019 0198	6.25% MGMT FEE	Beaufort County EMS	367,114.81000	0.0625	22,944.68000
4/30/2019 0198	6.25% MGMT FEE	Beaufort County EMS	293,119.57000	0.0625	18,319.97000

168,714.82000



### Remittance:

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

Invoice N 045-26329



Questions:

Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

Email: ar@tylertech.com



Bill To: Beaufort County

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

Attn: Finance Department

PO Drawer 1228

Beaufort, SC 29901-1228

Customer No. 1033	<b>Ord No</b> 122959	PO Number	<b>Currency</b> USD		rms T30	<i>Due Date</i> 06/16/2019
Date	Description		Unit	ts	Rate	Extended Price
ontract No.: BEAUFOR						
	UPDATE LICENSING - ACCTG/G		1		17,733.75	17,733.75
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020						
	UPDATE LICENSING - ACCOUNT		1		3,733.44	3,733.44
	Start: 01/Jul/2019, End: 30/Jun/20					
SUPPORT &	UPDATE LICENSING - BUSINESS	SLICENSES	1		3,394.62	3,394.62
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	020				
SUPPORT &	UPDATE LICENSING - FIXED AS	1		4,072.26	4,072.26	
	Start: 01/Jul/2019, End: 30/Jun/20					
SUPPORT &	UPDATE LICENSING - GENERAL	. BILLING	1		1,697.35	1,697.35
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	20				
SUPPORT &	UPDATE LICENSING - HUMAN R	ESOURCES MANAGEMENT	1		6,787.59	6,787.59
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	20				
SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS			1		4,409.42	4,409.42
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020						
SUPPORT & UPDATE LICENSING - MUNIS OFFICE			1		2,884.80	2,884.80
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020						
SUPPORT & UPDATE LICENSING - PAYROLL			1	1	1,200.32	11,200.32
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020						,
SUPPORT &	UPDATE LICENSING - PURCHAS	E ORDERS	1		4,072.26	4,072.26
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	20				1,27 =.==
SUPPORT &	UPDATE LICENSING - REQUISIT	IONS	1		3,394.62	3,394.62
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	20				
DISASTER R	ECOVERY CONTRACT		1	1	7.434.07	17,434.07
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	20				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
TYLER SYST	EM MANAGEMENT SERVICES S	UPPORT	1	1	6,949.81	16,949,81
Maintenance:	Start: 01/Jul/2019, End: 30/Jun/20	20				10,010.01
MUNIS GUI S	ITE LICENSE SUPPORT		1		2,700.00	2,700.00
Maintenance: f	Start: 01/Jul/2019, End: 30/Jun/20	20			-,	2,700.00
SUPPORT &	UPDATE LICENSING - EMPLOYE	E SELF SERVICE	1		4,103.09	4,103.09
Maintenance: (	Start: 01/Jul/2019, End: 30/Jun/20	20			.,	4,100.03
SUPPORT & I	UPDATE LICENSING - TYLER CO	NTENT MANAGER SE	1		5,744,33	5,744.33
	Start: 01/Jul/2019, End: 30/Jun/20:				,	5,744.53
SUPPORT & I	UPDATE LICENSING - ROLE TAIL	1		2,152.86	2,152.86	
	Start: 01/Jul/2019, End: 30/Jun/20/		·		.,	2,102.00
	UPDATE LICENSING - CITIZEN SI		1		1,671.61	1,671.61
	Start: 01/Jul/2019, End: 30/Jun/20		i		.,57 (.01	1,0/1.63



#### Remittance:

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

## Invoice

*Invoice No* 045-263297

**Date** 05/17/2019

**Page** 2 of 2

#### Questions:

Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

Email: ar@tylertech.com

Bill To: Beaufort County

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

Attn: Finance Department

PO Drawer 1228

Beaufort, SC 29901-1228

Customer No. 1033	<b>Ord No</b> 122959	PO Number	<b>Currency</b> USD	Terms NET30	-	<b>Due Date</b> 06/16/2019
Date	Description		Unit	s f	Rate	Extended Price
SUPPORT & U	PDATE LICENSING - MAPLINK	GIS INTEGRATION	1	2,1	52.86	2.152.86
Maintenance: S	tart: 01/Jul/2019, End: 30/Jun/20	20				,
SUPPORT & U	PDATE LICENSING - PERMITS	& CODE ENFORCEMENT	1	6,1	91.24	6,191.24

· · · · · · · · · · · · · · · · · · ·			
SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	6,191.24	6.191.24
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			-,
SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	2,228.86	2,228.86
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			, , , , ,
SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	5,065.57	5,065.57
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			,
TRANSPARENCY PORTAL	1	13,112.72	13,112.72
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			·
SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	3,770.89	3,770.89
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020			

\*\*ATTENTION\*\*

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

146,658.34

Sales Tax

1,220.38

Invoice Total

147,878.72



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

Quote Date Quote #



**Expires** Sales Rep IAE

Project Terms

**Quote Title** 

Sales Out Contract Number

Net 30

7/13/2019

Leary, Tom

Cisco Renewal 2019-20 v2

SC Cisco 4400016104 Networking

Quote for:

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

Ship To:

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

Rom	Elmindor	Distilitore	Roles	Augertije	នាប់របស់ស្ត្រីស្ត្រីស្ត្រី (គឺគឺ) របស់ស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត
CON-SNT-1	1	SmartNet 8x5xNBD-Renewal	31,599.12	31,599.12	
CON-ECMU-1		To July 1 2020 CISCO ESSENTIAL SOFTWRE WITH 8X5XNBD SERVICE RENWAL	111,597.12	111,597.12	
CON-SAS-1	1	To July 1 2020 SmartNet SW App Support Package-Renewal To July 1 2020 Please see attached spreadsheet for details. Coverage expires 7/1/2020	842.09	842.09	
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Subtotal 144,038.33 Shipping Cost (Electronic /Email delivery) 0.00 Total \$144,038.33



### Remittance:

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

Invoice I 025-21637

npowering people who serve the public\*

**Questions:** Tyler Technologies - Local Government 1-800-772-2260 Press 2, then

Email: ar@tylertech.com

Bill To: BEAUFORT COUNTY

ATTN: FINANCE DEPARTMENT

PO DRAWER 1228

BEAUFORT, SC 29901-1228

Ship To: BEAUFORT COUNTY

ATTN: FINANCE DEPARTMENT

PO DRAWER 1228

BEAUFORT, SC 29901-1228

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

Description **Extended Price** 

EnerGov SaaS - Silver - Annual Fees - 2.1.2018 - 1.31.2019

125,722.00

Milestone Details			12
Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
EnerGov - Licensing & Regulatory Suite (LRM) - Annual SaaS Fees	20,280.00	100 %	20,280.00
EnerGov - Permitting & Inspections (PLM) - Annual SaaS Fees	66,912.00	100 %	66,912.00
EnerGov - Citizen Self Service - Permitting & Land Mgmt (PLM) - Annual SaaS Fees	20,000.00	100 %	20,000.00
EnerGov - eReviews - Annual SaaS Fees	29,000.00	100 %	29,000.00
EnerGov - IG Workforce Apps - Annual SaaS Fees	11,760.00	100 %	11,760.00
EnerGov - Annual SaaS Discount	(22,230.00)	100 %	(22,230.00)
Tax : SC299010	7,543.32	100 %	7,543.32

\*\*ATTENTION\*\*

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

Subtotal

125,722.00

Sales Tax

7,543.32

Invoice Total

133,265.32

## Myers, Marlene

From:

Geitner, Terrence

Sent:

Wednesday, May 29, 2019 1:25 PM

To:

Thomas, Dave; Myers, Marlene Loper, Shannon; Love, William

Cc: Subject:

RE: FY20

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

From: Thomas, Dave

Sent: Wednesday, May 29, 2019 1:18 PM

To: Myers, Marlene

Cc: Geitner, Terrence; Loper, Shannon

**Subject:** FW: FY20 **Importance:** High

Marlene,

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

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

Subject: RE: FY20

Dave.

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

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

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

Hope this helps.

From: Thomas, Dave

Sent: Wednesday, May 29, 2019 12:23 PM

**To:** Geitner, Terrence **Cc:** Myers, Marlene **Subject:** RE: FY20

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

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

To: Thomas, Dave < <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a>>

Subject: FW: FY20 Importance: High

Dave,

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

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

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

Thanks,

Terry

From: Loper, Shannon

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

To: Geitner, Terrence

Cc: Cody, Beth; Love, William

Subject: RE: FY20

Terry,

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

Let me know some dates to meet.

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

Thanks.

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

Sent: Tuesday, May 28, 2019 8:45 AM
To: Loper, Shannon < sloper@bcgov.net >

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

Subject: FY20 Importance: High

Good morning Shannon,

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

Thank you

Good morning Shannon,

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

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

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

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

Kind regards,

Terry J. Geitner

Terry J. Geitner

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

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

#### **Our Mission**

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



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

## COUNTY COUNCIL OF BEAUFORT

Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

Telephone (843) 255-2353 ◆ FAX (843) 255-9437

8 May 2019

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

Re:

Contract for Veterinarian Services for Beaufort County Animal Services

Contract Number: 13431800712011200

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

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

We look forward to your continued success during the contract period ahead. Please contact Marlene Myers at 843-255-2295 or <a href="mailto:myers@bcgov.net">myers@bcgov.net</a> if you have any questions.

FOR BEAUFORT COUNTY

Dave Thomas

Dave Thomas, CPPO, CPPB Purchasing Director, Beaufort County

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

Authorized Name and Title to bind company

/2 /7/19 Date

cc: Phil Foot/Tallulah Trice

### Myers, Marlene

From:

**Sent:** Tuesday, May 28, 2019 11:51 AM

To: Myers, Marlene

Subject: RE: Agenda Item Summary Sheet022019.pdf

Carter, Cindy

Used costs to date and the FY20 proposed budget submitted

From: Myers, Marlene <TMyers@bcgov.net> Sent: Tuesday, May 28, 2019 11:50 AM

To: Thomas, Dave <dthomas@bcgov.net>; Carter, Cindy <ccarter@bcgov.net>

Subject: RE: Agenda Item Summary Sheet022019.pdf

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

C2G FY19 \$94,500 FY20 \$98,400

CARE — currently posted IFB 053019

Dolphin Shared Management FY19 \$124,008 FY20 \$126,432

Republic FY19 \$1,800,000 FY20 \$1,910,000

South Coast FY19 \$192,000 FY20 \$212,000

Strickland FY19 \$68,000 FY20 \$68,000

Waste Management (Hilton Head Hauling) FY19 \$640,000 FY20 \$640,000

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

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



#### **Cindy Carter**

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

From: Thomas, Dave <<u>dthomas@bcgov.net</u>>
Sent: Tuesday, May 28, 2019 10:09 AM

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

Cc: Grant, Quandara <aggrant@bcgov.net>; Foot, Philip <a href="millipf@bcgov.net">philipf@bcgov.net</a>; Wilhelm, David <a href="millipf@bcgov.net">dwilhelm@bcgov.net</a>; Carter, Cindy <a href="millipf@bcgov.net">ccarter@bcgov.net</a>; Rembold, Jon <a href="millipf@bcgov.net">jrembold@bcgov.net</a>; Hill, Patrick <a href="millipf@bcgov.net">phillipf@bcgov.net</a>; Hunt, Gregg <a href="millipf@bcgov.net">qhunt@bcgov.net</a>; Greenway, Eric <a href="millipf@bcgov.net">gereenway@bcgov.net</a>; Taylor, Marci <a href="millipf@bcgov.net">marcit@bcgov.net</a>; Love, William <a href="millipf@bcgov.net">wlove@bcgov.net</a>; Cody, Beth <a href="millipf@bcgov.net">bcody@bcgov.net</a>; Loper, Shannon <a href="millipf@bcgov.net">sloper@bcgov.net</a>; Gregory, Suzanne <a href="millipf@bcgov.net">suzanneg@bcgov.net</a>; Roseneau, Jerri <a href="millipf@bcgov.net">jroseneau@bcgov.net</a>; Butts, Dale <a href="millipf@bcgov.net">dbutts@bcgov.net</a>; Morgan, Daniel <a href="millipf@bcgov.net">danielm@bcgov.net</a>;

Subject: Agenda Item Summary Sheet022019.pdf

Importance: High

Sarah,

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

Respectfully,

Dave

David (Dave) L. Thomas, CPPB, CPPO Purchasing Director, Beaufort County P.O. Drawer 1228 106 Industrial Village Road, BId#2 Beaufort, SC 29901

Office: 843-255-2304 Moble: 843-812-8217 dthomas@bcgov.net



#### CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

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

#### WITNESSETH:

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

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

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

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 1 of 8

#### ARTICLE 1 DESCRIPTION

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

#### ARTICLE 2 LIABILITY

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

# ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS

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

## ARTICLE 4 ASSIGNMENT

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 2 of 8

#### ARTICLE 5 TERM

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

# ARTICLE 6 COMPENSATION

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

# ARTICLE 7 INSURANCE

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

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

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 3 of 8

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

## ARTICLE 8 DEFAULT

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

# ARTICLE 9 TERMINATION

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 4 of 8

#### ARTICLE 10 COUNTY RESPONSIBILITIES

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

#### ARTICLE 11 FORCE MAJEURE

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

#### ARTICLE 12 SEVERABILITY

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

# ARTICLE 13 INDEPENDENT CONTRACTOR

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

#### ARTICLE 14 NOTICE

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 5 of 8

County:

Interim Beaufort County Administrator

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

Beaufort County

Attn: Beaufort County Purchasing Director

P. O. Drawer 1228 Beaufort, SC 29901-1228

Contractor:

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

#### ARTICLE 15 AUDITING

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

#### ARTICLE 16 GRATUITIES

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

#### ARTICLE 17 INVOICES

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 6 of 8

Located at:

120 Shanklin Road Beaufort, SC 29906

Invoices should include:

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

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

#### ARTICLE 19 PURCHASE ORDERS

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

## ARTICLE 20 ORDER OF DOCUMENTS

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

a) IFB and Bid Response

#### ARTICLE 21 TOTAL AGREEMENT

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

IFB 051718 Beaufort County Solid Waste Scrap Waste Tire Services Page 7 of 8

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

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

WITNESSES:

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

Signature:
Name: Josh Gruber, Interim County

Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228 Phone: 843-255-2026

Fax: 843-255-9403 Date: 6-19-18

C2G, LTD. CO

Signature:

Name: TROMAS COPELAND

Address: 12653 COTTAGENILL HWY, CHAPENILL, SC Phone: 143 879 6942 29435

Email: Tom. COPELAND C CZGLTO.COM Date: 6-19-18

Arthur Horne Building 104 Ribaut Road

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

Beaufort County, SC

Beaufort SC 29902 United States

Dan Morgan

Bill To

accountsreceivable@eagleview.com

INV

20

Date

4/19/2019

Ship To

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

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

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

Please make checks payable to Pictometry International Corp.



# COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

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

TO:

Councilman Jerry W. Stewart, Chairman, Finance Committee

FROM:

Dave Thomas, CPPO, Purchasing Director

SUBJ:

Contract Award Recommendation for Request for Proposal (RFP) #071616, Auditing and

Consulting Services for the Beaufort County Finance Department

DATE:

August 4, 2016

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

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

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

#### **FUNDING**:

General Fund Accounts:

10001100-51160, County Administrator, Professional Services 10001111-51160, Finance, Professional Services

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

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

cc:

Gary Kubic, County Administrator Administrator/Special C

Joshua Gruber, Deputy County Administrator/Special Counsel Alicia Holland, Assistant County Administrator, Finance

Att: Bid Tab

Audit Proposals Evaluation Summary.xlsx

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

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



July 9, 2018

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

Ladies and Gentlemen:

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

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

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

### CAFR Certificates of Achievement & Excellence



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



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

Counties:	Cities:	EO) Handonville CC	But I feel of
1) Athens-Clarke Co.	28) Alken, SC	58) Hardeeville, SC 59) Hinesville	Boards of Education:
2) Augusta-Richmond Co.	29) Albany	60) John's Creek	88) Atlanta Public Schools
3) Barrow Co.	30) Alpharetta	61) Kennesaw	89) Bibb County Schools
4) Beaufort Co., SC	31) Americus		90) Cartersville City Schools
5) Chatham Co.	32) Austell	62) Kingsland	91) Clayton County Schools
6) Cherokee Co.	33) Ball Ground	63) Marco Island, FL	92) Cobb County Schools
7) Clayton Co.	34) Beaufort, SC	64) Longboat Key, FL	93) Fayette County Schools
8) Colleton Co., SC	35) Bluffton, SC	65) Milledgeville	94) Fulton County Schools
9) Dekalb Co.	36) Bradenton, FL	66) Milton	95) Gwinnett County Schools
10) Douglas Co.	•	67) Monroe	96) Lee County School District
11) Edgefield Co., SC	37) Bristol, TN	68) Morrow	97) Marietta City Schools
12) Floyd Co.	38) Brookhaven	69) Naples, FL	98) Richland Co. School District One
13) Forsyth Co.	39) Brunswick	70) New Bern, NC	99) Savannah-Chatham County Schools
14) Glynn Co.	40) Chamblee	71) North Port, FL	
14) Gwinnett Co.	41) Charleston, SC	72) Peachtree City	State Governmental Entities:
	42) Chamblee	73) Pensacola, FL	100) Ga. Environ. Fin. Auth. (GEFA)
16) Hamilton Co., TN	43) College Park	74) Perry	101) Ga. Ports Authority
17) Henry Co.	44) Conyers	75) Pinecrest, FL	
18) Jackson Co.	45) Cooper City, FL	76) Pooler	Other Governmental Entities:
18) Lancaster Co., SC	46) Covington	77) Port Wentworth	102) Central Savannah River Area Regional Comm.
19) Liberty Co.	47) Decatur	78) Riverdale	103) Charleston Water System
20) Macon-Bibb Co.	48) Douglasville	79) Rockmart	104) Clayton County Water Auth.
21) Oconee Co., SC	49) Dunwoody	80) Rome	105) Cobb County - Marietta Water Authority
22) Orange Co., NC	50) Fayetteville	81) Roswell	106) Greenwood Commissioners of Public Works
23) Paulding Co.	51) Fairburn	82) Sandy Springs	107) Greer Commission of Public Works
24) Rockdale Co.	52) Forest Park	83) Savannah	108) Henry County Water Auth.
26) Spalding Co.	53) Garden City	84) Suwanee	109) Lowcountry Regional Transportation Auth.
27) Walton Co.	54) Griffin	85) Tuscaloosa, AL	110) Macon Water Authority
	55) Haines City, FL	86) Union City	111) Mount Pleasant Waterworks
	56) Hallandale Bch, FL	87) Valdosta	112) Public Building Auth. of Knox Co. & Knoxville
	57) Hapeville	-	113) South Florida Transportation Authority
			114) Tampa Bay Water Authority
			A :

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

The above price includes everything relative to the preparation of the County's CAFR. So long as there are no significant changes or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

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

Beaufort County is a very important client to Mauldin & Jenkins and one we are proud to serve. We would welcome the opportunity to meet with management and governing board officials to further discuss our proposal and qualifications. Please contact us at (800) 277-0050 or via email at dirwin@mjcpa.com. Again, on behalf of Mauldin & Jenkins, thank you for the opportunity to serve.

Very truly yours, Mauldin & Jenkins, LLC

David Irwin, CPA
Partner

# **Pricing of Services**

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

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

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

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

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

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

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

	HOURS	HOURLY RATES	TOTAL
PARTNERS MANAGERS SUPERVISORY/SENIOR STAFF	5 5 15	\$200 \$140 \$110	\$ 1,000 700 1,650
TOTAL FOR SERVICES DESCRIBED IN RFP	25		3,350
LESS: MAULDIN & JENKINS DISCOUNT FROM ST	ANDARD FEES		(850)
TOTAL ALL-INCLUSIVE PRICE FOR PASSENGER FA	CILITY CHARGE 2016	6 AUDIT	\$ 2,500

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

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

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

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

# SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE DISABilities AND SPECIAL NEEDS 2017 AGREED-UPON PROCEDURES

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

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

	THE CHARGE 2017 ADDIT			
	HOURS	HOURLY RATES	TOTAL	
PARTNERS MANAGERS SUPERVISORY/SENIOR STAFF	5 5	\$205 \$145	\$ 1,025 725	
TOTAL FOR SERVICES DESCRIBED IN REP	15 25	\$115	<u>1,725</u> 3,475	
LESS: MAULDIN & JENKINS DISCOUNT FROM ST	FANDARD FEES		(475)	
TOTAL ALL-INCLUSIVE PRICE FOR PASSENGER FA	ACILITY CHARGE 201	7 AUDIT	\$ 3,000	

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

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

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

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

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

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

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

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

### Important Notes to be Considered:

Note (1): We would like to share with the County that it is Mauldin & Jenkins' policy to not charge for simple discussions and conversations that occur between the governmental entity and Mauldin & Jenkins that are only simple discussions (i.e., a phone call to ask certain questions that do not require additional research) and are not a part of the services requested by the entity. Additionally as noted elsewhere within our proposal, we provide free quarterly continuing education classes to our clients.

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

Note (3): The pricing schedules contain all pricing information relative to performance of the audit as required by the County including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations or the number of major programs of the County and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

### RFP NO. 070616 PAGE 3 of 4

### **EXHIBIT C**

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

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

FIRM NAME: Mauldin & Jenkins, LLC		
BY: Miller Edwards (Signature)	DATE	: July 6, 2016
TYPE/PRINT: Miller Edwards	Partne	r
(Name)	(Title)	
ADDRESS: 300 Mulberry Street, Suite 300.	D O D N	
(Street Address and/or	P. O. Box Number)	
Масоп	Georgia	31201
(City)	(State)	(Zip Code)
PHONE: (800) 277-0050	FAX: (478) 40	
(Area Code) Phone Number	(Area Cod	le) Fax Number
EMAIL: medwards@mjcpa.com	**************************************	

### Beere, Melissa

From:

Stewart, Emily

Sent:

Thursday, May 9, 2019 1:40 PM

To:

Beere, Melissa; Gregory, Suzanne

Subject:

FW: USI Contract

Melissa,

Below is the answer to your question.

### Emily G. Stewart, PHR

CUNTY SOUR CAROLINA

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

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From: Corbin Wimberly < corbin.wimberly@usi.com>

**Sent:** Thursday, May 9, 2019 1:26 PM **To:** Stewart, Emily <estewart@bcgov.net>

Subject: RE: USI Contract

Hey Emily,

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

Thanks!

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



### Client Service Agreement - Employee Benefits

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

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

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

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

#### 1. LINES OF INSURANCE COVERAGE

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

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

#### 2. SERVICES

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

#### **Consulting Services**

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

Version date 12-18-17 Page 1 of 5

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

### 3. COMPENSATION

#### Fee Only

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

#### Carrier-Paid Fee

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

### Contingent, supplemental, or bonus commissions

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

### Miscellaneous sources of compensation

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

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

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

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

Version date 12-18-17 Page 2 of 5

### 4. BROKERAGE INTERMEDIARIES

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

#### 5. TERM AND TERMINATION

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

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by Client prior to expiration, USI's Annual compensation will be deemed earned according to the following schedule: 60% at inception

- 75% after four months
- 100% after seven months

#### 6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in paragraph 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of you. You shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to US1.

### 7. ADDITIONAL SERVICES

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

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

#### 8. BOOKS AND RECORDS

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

written for the purposes set forth in this Agre	ement:
USI Insurance Services National, Inc.	Beaufort County County Inent
Signature	Signature
Corbin Wimberly Print Name	Josh Grubet Print Name
Sales Executive Title	County Administrator
7/26/2018	7-25-18

#### 9. MISCELLANEOUS

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

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

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

#### 10. ENTIRE AGREEMENT

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

### 11. GOVERNING LAW

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

### 12. SELECTION OF ISSUING INSURANCE COMPANY

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

Version date 12-18-17 Page 4 of 5

## **Gregory, Suzanne**

# 31, 248 # 32,700 # 63,948

Subject:

FW: Voicemail Follow-Up

23

From: Jamie Blundell < iamie@andrewstechnology.net>

Sent: Tuesday, May 21, 2019 1:21 PM
To: Beere, Melissa < <a href="mailto:mbeere@bcgov.net">mbeere@bcgov.net</a>>

Cc: Perry Maxwell <perry@andrewstechnology.net>

Subject: RE: Voicemail Follow-Up

HI Melissa,

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

Have a great day!

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



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

Jamie,

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

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



# Invoice

Date	Invoice #
9/27/2018	BEAU115

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

•

		P.O. No.	Terms
		00	
Description	Qty	Rate	Amount
NOVAtime Time & Attendance System			
Annual Maintenance 12 Months - Software Annual Maintenance 12 Months - Hardware	1	13,417.00 17,831.00	#3,417.00° #27,831.00°
December 31, 2018 - December 30, 2019    248    Proposed by   Elso   Date 9/27/13			J OE A
Purchase order # 20190071 UC: V N  Description: Annual 7ee (Andrew Text)  GLooding: Amountist:			FINANCE
1000/160·51/60 131,248.00			
8 131,248 29 8 131,248 29	Inv# BERU115 ANDREWS TECHNOLOGY 09/27/2018 # Page PO# 20190071	HMS, INC. \$ 31,248.6 5 1 FP1 D0C549	90

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

# 

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

## FEB 1 1 2019

THURST DRUMTY

# Invoice

Date	Invoice #
2/6/2019	BEAU116

Bill To

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

Ship To

Beaufort County
Suzanne Gregor
102 Industrial V
Beaufort County

Ship To

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

		P.O. No.	Terms
			Due on receipt
Description	Qty	Rate	Amount
NOVAtime Time & Attendance System Usage			
Annual Charge: Employees (1500/month @ \$1.55 per	12	2,325.00	27,900.001
employee for 12 months) Annual Charge: Phone Entry Module (50/month @ \$1.00 per month)	2اد	50.00	600.007
Annual Charge: Supervisors (50 additional/month @ \$5.00 per supervisor for 12 months)	12	250.00	3,000.00T
Annual Charge: Phone Line (\$100 per month)	12	100.001	1,200.007
ANDREL	BERU116 IS TECHNOLOGY HMS. INC 2019 # Pages 1 FP	\$ 32.700.00 D0C612S129	BEAUFORT COUNTY FINANCE 2019 FEB 15 P 3: 17

Account Total, including this invoice		voice \$32,700,0	O Sales Tax (0.0%)	\$0.00	
Phone #	Fax#	E-Mail	Payments/Credits	\$0.00	
(888) 357-7299 Ext 4	(888) 445-6035	perry@andrewstechnology.net	Balance Due	\$32,700.00	

### O'Shields, Brenda

24

From:

Haley, Christopher R. <chaley@sccourts.org>

Sent:

Tuesday, April 30, 2019 2:55 PM

To:

O'Shields, Brenda

Cc:

Roseneau, Jerri; Perez, Ieshia

Subject:

RE: CMS SCJD FY20

Attachments:

Christopher R. Haley.vcf

Hello Ms. O'Shields.

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

Best regards,

### Chris

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

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

From: O'Shields, Brenda [mailto:boshields@bcgov.net]

Sent: Tuesday, April 30, 2019 1:28 PM

To: Haley, Christopher R. <chaley@sccourts.org> Cc: Roseneau, Jerri A. <jroseneau@bcgov.net>

Subject: CMS SCID FY20

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

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

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

Brenda S. O'Shields

Office of Beaufort County Clerk of Court Post Office Drawer 1128

Beaufort, SC 29901

Desk: 843-255-5052 Fax: 843-255-9412 boshields@bcgov.net

## http://bcgov.net/clerk-of-court

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### State of South Carolina

Remit To:

JUDICIAL DEPARTMENT FINANCE & PERSONNEL 1220 SENATE STREET COLUMBIA SC 29201 USA

BEAUFORT CO. CLERK OF COURT

PO Box 1128 BEAUFORT SC 29901

Mail To:

Invoice

Invoice Date 08/15/2018

SAP invoice Number 2000424917

Legacy Information 2000424917

**Customer Number** 1007002

Amount

60,000.00

| ITEM    | ITEM D | ESCRIPTION                                                                             | AMOUNT    |
|---------|--------|----------------------------------------------------------------------------------------|-----------|
| 001 Cou | -+ CMS | July 1,2018 - June 30,2019                                                             | 60,000.00 |
|         |        | B50 Date  Form:  CM5 Support  GLEORING  10001030-51110 19 800  710001081-51110 40, 200 |           |



# COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

102 Industrial Village Road, Bldg 3—Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

TO:

Councilman Stewart H. Rodman, Chairman, Finance Committee

FROM:

Dave Thomas, CPPO, Purchasing Director

SUBJ:

Statewide Court Case Management System (CMS) Software Support and Hosting Services

DATE:

December 2, 2013

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

## VENDOR INFORMATION:

COST

South Carolina Judicial Department

\$60,000

FUNDING:

10001030-51110, Clerk of Court, Maintenance Contracts

10001081-51110, Magistrate - Beaufort, Maintenance Contracts 10001082-51110, Magistrate - Bluffton, Maintenance Contracts 10001085-51110, Magistrate - Bond Court, Maintenance Contracts

FY 2013 COST: \$30,000

FOR ACTION: Finance Committee meeting occurring December 2, 2013

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve and recommend to County Council the renewal of the CMS contract with the above referenced vendor for a total cost of CC:

Gary Kubic, County Administrator Bryan Hill, Deputy Administrator Alicia Holland, Chief Financial Officer Jerri Roseneau, Clerk of Court

Lawrence P. McElynn, Chief Magistrate

Dan Morgan, MIS Director

Att:

South Carolina Judicial Department Invoice Software Support and Hosting Services MOU



## COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

102 Industrial Village Road, Bldg 3—Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

10:

Councilman Stewart H. Rodnian, Chairman, Finance Committee

FROM.

Dave Thomas, CPPO, Purchasing Director

SUBJ:

Statewide Court Case Management System (CMS) Software Support and Hosting Services

DATE:

December 2, 2013

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

### VENDOR INFORMATION:

COST

South Carolina Judicial Department

\$60,000

FUNDING.

10001030-51110, Clerk of Court, Maintenance Contracts

10001081-51110, Magistrate - Beaufort, Maintenance Contracts 10001082-51110. Magistrate Bluffton, Maintenance Contracts 10001085-51110, Magistrate Bond Court, Maintenance Contracts

FY 2013 COST \$30,000

FOR ACTION: Finance Committee meeting occurring December 2, 2013

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

CC:

Gary Kubic, County Administrator Bryan Hill. Deputy Administrator Alicia Holland, Chief Financial Officer Jerri Roseneau, Clerk of Court Lawrence P. McElynn, Chief Magistrate

Dan Morgan, MIS Director

Att

South Carolina Judicial Department Invoice Software Support and Hosting Services MOU



# South Carolina Judicial Department

Office el Juanic and Personnel

1015 Sumter Street, Suite 101 Columbia, South Carolina 29201 Phone 803,734,1970 Fax 803,734,1963

INVOICE = 2013 07 DATE: SEPTEMBER 10, 2013

TO:

Dan Morgan Beaufort County MIS Director

PO Drawer 1228

Beaufort, South Carolina 29901

FOR:

Court Case Management System (CMS) Support

July 2013 - June 2014

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

Make all checks payable to South Carolina Judicial Department Payment is due within 30 days.

If you have any questions concerning this invoice, contact Deborah Tilley, 803.734.1970, dtilley@sccourts.org

# Statewide Court Case Management System (CMS)

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

BEAUFORT COUNTY

June 30, 2011

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

### INTRODUCTION

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

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

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

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

# SOUTH CAROLINA THROTAL DEPARTMENT (SCITE)

| * 700       | SOUTH CAROLINA JUDICIAL DEPARTMENT (SCJD)                                                                                           |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------|
| M           | emorandum of Understanding (MOU)                                                                                                    |
| Th          | is Memorandum of Understanding, is entered into this day of, by and between BEAUFORT COUNTY, hereinafter referred to as the COUNTY, |
| AN          |                                                                                                                                     |
| SO          | UTH CAROLINA JUDICIAL DEPARTMENT hereinafter referred to as the SCJD.                                                               |
| SC,<br>refe | ID is providing the County with the statewide Court Case Management System, hereinafter need to as Court CMS.                       |
| J.          | PERIOD OF MEMORANDUM OF UNDERSTANDING (MOU)                                                                                         |
|             | This MOU shall be in effect during the time the County utilizes the Court CMS hosting by SCJD.                                      |
| 11          | COUNTY DECRONOVINA 1007                                                                                                             |

#### 11. **COUNTY RESPONSIBILITIES**

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

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

### III. SCJD RESPONSIBILITIES

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

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

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

### IV. OWNERSHIP OF DATA

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

### V. SUPPORT PROCEDURES

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

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

### VI. PERFORMANCE MEASURES

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

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

### VII. COSTS TO THE COUNTY

### A. Hosting Operations

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

### B. Application Support

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

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

## VIII. SIGNATURES

| Carry C. Dor Mr. Trovers at Box against  | BEAUFORT COUNTY                    |        |
|------------------------------------------|------------------------------------|--------|
| SOUTH CAROLINA JUDICIAL DEPARTMENT       | DEAGORT COUNTY                     |        |
| Son abreed Jone 30, 2011                 |                                    | 6/1    |
| Signature Date                           | Signature D                        | ate    |
| Joan Assey                               | Gary Kubic                         |        |
| Name (Please Print.)                     | Name (Please Print )               |        |
| Director of Information Technology Title | County Administrator Title         |        |
|                                          | (NAP 2                             | (.//   |
|                                          |                                    | ate    |
|                                          | Jerri Ann Roseneau                 |        |
|                                          | Name (Please Print.)               |        |
|                                          | Clerk of Court                     |        |
|                                          | C C                                |        |
|                                          | ( ) Smith 7-                       | G-11   |
|                                          |                                    | etc    |
|                                          | Darlene Rogers Smith               |        |
|                                          | Name (Please Print.)               |        |
|                                          | Chief Magistrate                   |        |
|                                          | Title                              |        |
|                                          | Del Ruge 7-6<br>Signature De       | , - 1( |
|                                          | Dan Morgan<br>Name (Please Print ) |        |
|                                          | Information Technology Director    |        |

## Fiscal Year 2020 NewVision Maintenance

| QTY | SOFTWARE MAINTENANCE SUPPLIED TO BEAUFORT COUNTY  OFFICIAL RECORDS SYSTEM SOFTWARE                                                                                                                                                          | RENEWAL<br>PRICE<br>(7/1/2019<br>TO<br>6/30/2020) |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|     | (RECORDSNG)                                                                                                                                                                                                                                 |                                                   |
| 1   | NEWVISION RECORDSNG SYSTEM FOR PROCESSING UP TO 100.000 OFFICIAL RECORDS PER YEAR INSTALLED AS PART OF AN EXTENDED MAINTENANCE AGREEMENT. RECORDSNG MAINTENANCE PRICE INCLUDES UNLIMITED NUMBER OF WORKSTATIONS AND FEATURES ITEMIZED ABOVE | \$30.167                                          |
|     | MAINTENANCE FOR SOFTWARE SUPPLIED<br>TO BEAUFORT COUNTY NOT INCLUDED<br>WITH RECORDSNG                                                                                                                                                      |                                                   |
| 3   | NEWVISION INDEX/VERIFY SOFTWARE -<br>AUDITOR AND ASSESSOR WORKSTATIONS                                                                                                                                                                      | \$2,301                                           |
| 1   | TAX ASSESSOR MODULE (OCCASIONAL USE)<br>PO20110277                                                                                                                                                                                          | \$184                                             |
| 1   | NEWVISIONIMAGE WRITER RUNTIME<br>SOFTWARE                                                                                                                                                                                                   | \$986                                             |
| 17  | ORACLE (OR SQL SERVER) RDBMS<br>FURNISHED BY THE COUNTY - NEWVISION<br>DATABASE TABLE MAINTENANCE                                                                                                                                           | \$6.205                                           |
| 1   | NEWVISION PRINT QUEUE MANAGEMENT<br>SOFTWARE                                                                                                                                                                                                | \$820                                             |
| 1   | PROBLEM DETERMINATION - HW & SW                                                                                                                                                                                                             | \$4,863                                           |
| 1   | BACKFILE DATA ENTRY PROGRAM                                                                                                                                                                                                                 | \$3,096                                           |
| 1   | ELECTRONIC RECORDING                                                                                                                                                                                                                        | \$2,406                                           |
| 1   | BROWSERVIEW ON LINE SEARCH                                                                                                                                                                                                                  | \$1.020                                           |
|     | TOTAL SW MAINTENANCE FOR INSTALLED SYSTEM                                                                                                                                                                                                   | \$52,048                                          |

County Departments
Committee/Council meeting
Treasurer's office

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

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

County Departments
Committee/Council meeting
Treasurer's office

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

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