



AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING

February 5, 2018 12:00 p.m.

Historic Courthouse – Administrator’s Conference Room - Second Floor

Chairman Ken Waters – Presiding

Tommy Dunn
Chairman
Council District 5

Ray Graham
Vice Chairman
Council District 3

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Thomas F. Allen
Council District 4

Ken Waters
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

Agenda Item

Person Addressing Item

- | | |
|--|----------------------|
| 1. Call to Order | Chairman Waters |
| 2. Invocation and Pledge of Allegiance | Honorable Ray Graham |
| 3. Capital | |
| a. 10 2018 Dodge Chargers-Sheriff’s Office | Mr. Joseph Stone |
| b. 26 Tablet Computers for Sheriff’s Vehicles | Mr. Joseph Stone |
| c. Aligner with Cabinet-Fleet Services | Mr. Joseph Stone |
| d. Three Juniper Switches | Mr. Mark Williamson |
| e. Back-Up Solution | Mr. Mark Williamson |
| 4. Radios Fees | Mr. Mark Williamson |
| 5. FY 2017 State Homeland Security Grant | Mr. Michael Miller |
| 6. FY 18 Supplemental Budget Ordinance-#2018-002 | Ms. Rita Davis |
| 7. Transfers | Ms. Rita Davis |
| 8. Executive Session-Personnel Matter | Mr. Rusty Burns |
| 9. Citizens Comments | |
| 10. Adjournment | |

Committee Members

The Honorable Ken Waters
The Honorable M. Cindy Wilson
The Honorable Ray Graham

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802177

3a

DO NOT USE THIS SPACE

DATE 1/05/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES*****INTERNAL USE ONLY*****
JOSEPH STONE
739 MICHELIN BOULEVARD

DEPT# 5161

ACCOUNT 360 5231
OBJECT 008 499
CONTRACT OR BID NO

ANDERSON

SC 29626

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
10	EA	2018 DODGE CHARGER PURSUIT AWD HEMI V8	25,085.00	250,850.00	
10	EA	UPFIT/DELIVERY/UPFITTER FEE	5,045.00	50,450.00	
10	EA	INFRASTRUCUTRE MAINTENANCE FEE	500.00	5,000.00	

DELIVERY TO:

ANDERSON COUNTY FLEET SERVICES
ATTN: JOE STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

PAPERWORK/TITLE TO:

COUNTY OF ANDERSON
101 S MAIN STREET
ANDERSON, SC 29624

TOTAL AMOUNT: 306,300.00

KNOWN SUPPLIERS

PERFORMANCE AUTOMOTIVE

605 WARSAW ROAD
CLINTON, NC 28328

Entered By MJLEDFOED 1/05/2018
Dept Head Approval JMSTONE 1/05/2018
Divn Head Approval MHHOPKINS 1/08/2018
Grant Approval
Purchasing Received

Comments

STATE CONTRACT# 4400014504

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802015

3b

DO NOT USE THIS SPACE

DATE 12/14/2017

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES*****INTERNAL USE ONLY*****
JOSEPH STONE
739 MICHELIN BOULEVARD

DEPT #5161

ACCOUNT 360 5231
OBJECT 008 499
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY UNIT DESCRIPTION PRICE EXTENDED TAX

24 EA TABLET COMPUTERS AND STANDS SEE QUOTE 5,336.25 137,034.90 Y
DATE OF 11/30/2017

DELIVER TO:
ANDERSON COUNTY FLEET SERVICES
ATTN: JOE STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

TITLE/PAPERWORK
COUNTY OF ANDERSON
101 S MAIN ST
ANDERSON SC 29624

TOTAL AMOUNT: 137,034.90

KNOWN SUPPLIERS

PARTOLPC

344 JOHN DIETSCH BLVD
NORTH ATTLEBORO, MA 02763

Entered By MJLEDGORD 12/14/2017
Dept Head Approval JMSTONE 12/19/2017
Divn Head Approval MHHOPKINS 12/29/2017
Grant Approval
Purchasing Received

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802015

Sole Source Justification

THIS IS THE ONLY COMPANY THAT MAKES THESE COMPUTERS. ALSO THEY HAVE BEEN
TESTED AND APPROVED BY THE SHERIFF'S OFFICE.

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802017

DO NOT USE THIS SPACE

DATE 12/14/2017

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES*****INTERNAL USE ONLY*****
JOSEPH STONE
739 MICHELIN BOULEVARD

DEPT #5161

ACCOUNT 360 5231
OBJECT 008 499
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY UNIT DESCRIPTION PRICE EXTENDED TAX

2 EA TABLET COMPUTERS AND STANDS SEE QUOTE 5,367.50 11,486.45 Y
DATE OF 12/7/2017

DELIVER TO:
ANDERSON COUNTY FLEET SERVICES
ATTN: JOE STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

TITLE/PAPERWORK
COUNTY OF ANDERSON
101 S MAIN ST
ANDERSON, SC 29624

TOTAL AMOUNT: 11,486.45

KNOWN SUPPLIERS

PATROLPC
344 JOHN DIETSCH BLVD
NORTH ATTLEBORO, MA 02763

Entered By MJLEDGORD 12/14/2017
Dept Head Approval JMSTONE 12/19/2017
Divn Head Approval MHHOPKINS 12/29/2017
Grant Approval
Purchasing Received

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802017

Sole Source Justification

THIS IS THE ONLY COMPANY THAT MAKES THESE COMPUTERS. ALSO THEY HAVE BEEN
TESTED AND APPROVED BY THE SHERIFF'S OFFICE.



Patrol PC Sole Source Letter

Advanced Electronic Design, Inc.

344 John Dietsch Blvd.
North Attleboro, MA 02763

To Whom it May Concern:

Patrol PC, a division of Advanced Electronic Design, Inc., is a sole-source US manufacturer of ultra-rugged, advanced mobile data terminals/computers (MDT's/MDC's) that are customized for use in mobile Police, Fire and EMS vehicles. Our products are designed and manufactured at our headquarters facilities in North Attleboro, MA, and we certify that we meet all requirements of the "Buy America Act".

We are a "direct-from-the-factory" manufacturer with one mission, and that is to produce tablet computers that are "purpose-built" to support the unique mission and duties of mobile Police, Sheriff, Fire and EMS work. We do not build computers for the general public or for other industries. As a result, our computers are not generally available through traditional retail computer distribution channels.

We have two main product families, our RT-12i Fixed Mount Tablets, and our RhinoTab Portable Tablets. Our products are different from traditional laptop computers, with unique features and benefits that we design specifically for first responders, including:

- Ruggedized Metal Frames to Protect Your Investment
- Sealed 1200 NITS, Ultra-Brite Daylight-View-able Displays for Outdoor Use
- Impact-Resistant Windows Touch-Screens
- Built-In eCitation Scanners
- Built-In 4G LTE Data Modems
- Programmable Buttons For Ease Of Use
- Certified to Function From -15F to +149F
- Fully Expandable and Upgradeable to Eliminate Obsolescence
- Up To 7-Year Extended Warranty to Maximize Your Investment

Thank you for your consideration of Patrol PC products for your agency, and feel free to contact me if you have any questions/issues.

Best Regards,

David J. Swithers
President

Patrol PC, a division of Advanced Electronic Design, Inc.
344 John Dietsch Blvd.
North Attleboro, MA 02763
508-699-0458

PURCHASE
REQUISITION
COUNTY OF ANDERSON

201802260

3c

DO NOT USE THIS SPACE

DATE 1/16/2018

SHIP OR DELIVER TO

SPECIAL INSTRUCTIONS

ANDERSON COUNTY FLEET SERVICES****INTERNAL USE ONLY****
JOSEPH STONE
739 MICHELIN BOULEVARD

ACCOUNT 360 5231
OBJECT 008 498
CONTRACT OR BID NO

ANDERSON SC 29626

QUANTITY	UNIT	DESCRIPTION	PRICE	EXTENDED	TAX
1	EA	WA674 ALIGNER WITH PREMIUM CABINET	13,921.96	14,896.50	Y
1	EA	HE421ML HAWKEYE ELITE CAMERA	12,568.65	13,448.46	Y
1	EA	20-2511-1 WIDE ANGLE TARGET KIT	175.00	187.25	Y
1	EA	20-2621-1 MEDIUM DUTY TRUCK SPACER KIT	155.55	166.44	Y
1	EA	20-2664-1 TD TARGET WHEEL OFF ADJUSTMENT	388.10	415.27	Y

DELIVER TO:
ANDERSON COUNTY FLEET SERVICE
ATTN: JOE STONE
739 MICHELIN BLVD
ANDERSON, SC 29626

TOTAL AMOUNT: 29,113.92

KNOWN SUPPLIERS

MOHAWK RESOURCES LTP
65 VROOMAN AVE
AMSTERDAM, NY 120100000

Entered By	MJLEDFORD	1/16/2018
Dept Head Approval	JMSTONE	1/18/2018
Divn Head Approval	MHHOPKINS	1/18/2018
Grant Approval		
Purchasing Received		

**Data Network Solutions, Inc.**

629 Lake Tide Dr.
Chapin, SC 29036
USA

3 d

Quote

Quote Date: 12/19/2017
Quote Number : 130357000001566101

BILL TO:

Anderson County Sheriff
305 Camson Rd
Anderson
SC
USA
29625

SHIP TO:

Anderson County Sheriff
305 Camson Rd
Anderson
SC
USA
29625

Account Name: **Anderson County Sheriff**
Contact Name:

Project: **Juniper EX3400**

Product Code	Product Description	Qty	Sell Price	Total
EX3400-48P	EX3400 48-port 10/100/1000BaseT PoE+, 4 x 1/10G SFP/SFP+, 2 x 40G QSFP+, redundant fans, front-to-back airflow, 1 AC PSU JPSU-920-AC-AFO included (optics sold separately)	3	\$3,669.00	\$11,007.00
SVC-ND-EX34-48P	Juniper Care Next Day Support for EX3400-48P	3	\$315.00	\$945.00
			Sub Total	\$11,952.00
			Shipping	\$0.00
			Tax	\$0.00
			Grand Total	\$11,952.00

Payment Terms and Conditions

JUNIPER SC STATE CONTRACT 4400000534

DNS reserves the right to amend quotation if errors or omissions occur.

Taxes, Shipping and Handling not included, and are billed as incurred.

Credit Card orders are subject to a 2.8% surcharge.

Returned hardware may be subject to a 25 % restocking fee.

All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.

Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.

**Purchase Orders can be emailed to orders@datanetworksolutions.com.

JOS Carlson Inc

Anderson
SC
USA
29625

Anderson
SC
USA
29625

Account Name: Anderson County Sheriff
Contact Name:

Project: Juniper EX3400

Product Code	Product Description	Qty	Sell Price	Total
EX3400-48P	EX3400 48-port 10/100/1000BaseT PoE+, 4 x 1/10G SFP/SFP+, 2 x 40G QSFP+, redundant fans, front-to-back airflow, 1 AC PSU JPSU-920-AC-AFO included (optics sold separately)	3	\$3,669.00	\$11,007.00
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				Shipping \$0.00
				Tax \$0.00
				Grand Total \$11,952.00

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**Purchase Orders can be emailed to orders@datanetworksolutions.com.

Data Network Solutions (3 Switches)

		Tax	Subtotal	Source
911 Dispatch	\$ 3,984.00	\$ 278.88	\$ 4,262.88	E911 Tariff Money (80% reimbursable) - 20% (852.58)
Towers St.	3,984.00	\$ 278.88	\$ 4,262.88	E911 Tariff Money (80% reimbursable)
EOC	3,984.00	\$ 278.88	\$ 4,262.88	LEMPG (Emergency Mgmt Grant) for 100% - need to update grant application before purchase
	\$ 11,952.00	\$ 836.64	\$ 12,788.64	

Shipping Est -
 Tax (7%) 836.64
 \$ 12,788.64

Sharp - Backup & Data Recovery Solution

911 Dispatch		Tax	Subtotal	Source
Hardware (one-time)	\$ 8,500.00	\$ 595.00	\$ 9,095.00	E911 Tariff Money (80% reimbursable) - 20% (\$1,819.00)
Maintenance (monthly)	1,022.70			
Maintenance (annual)	12,272.40	\$ 859.07	\$ 13,131.47	E911 Tariff Money (80% reimbursable) - 20% (\$2,626.29)
	\$ 20,772.40	\$ 1,454.07	\$ 22,226.47	

Shipping Est -
 Tax (7%) 1,454.07
 \$ 22,226.47

Sheriff's Office		Tax	Subtotal	Source
Hardware (one-time)	\$ 13,600.00	\$ 952.00	\$ 14,552.00	JAG 2016 - 100% Funded
Maintenance (monthly)	2,351.70			
Maintenance (annual)	28,220.40	\$ 1,975.43	\$ 30,195.83	JAG 2016 - 100% Funded for year 1
	\$ 41,820.40	\$ 2,927.43	\$ 44,747.83	

Shipping Est -
 Tax (7%) 2,927.43
 \$ 44,747.83



Anderson County 911 Managed Network Services Proposal

Prepared By:
Carla Pruitt, Sharp Business Systems of South Carolina

Proposal Date: 12/7/2017
Contract Effective Date: 1/15/2018

**SHARP BUSINESS SYSTEMS****Prepared For**

Neil Parrington

Anderson County 911

305 Camson Road

Anderson , South Carolina 29325

Prepared By

Carla Pruitt

SBS South Carolina

109 Ben Hamby Drive

South Carolina, SC 29615

864-675-2000

Effective Date:**1/15/2018****Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Continuity 247 Services	MNS-1TB-C1SER	1TB Scalable Cloud Storage Back up (1TB Cloud and Local Back up/Disaster Recovery, 1 appliance back up, AES256 encryption, Monitoring and Management by NOC)	1	Monthly	\$ 258.30	\$ 258.30
2	Continuity 247 Services	MNS-1TB-AD	1TB Additional Data for 1TB Scalable Cloud Storage Back up	2	Monthly	\$ 195.30	\$ 390.60
3	Continuity 247 Services	MNS-ADDSCS	Additional Server for Cloud Storage Back up	6	Monthly	\$ 62.30	\$ 373.80
4	Hardware	MNS-BDR-SVR	Onsite Backup Appliance	1	One Time	\$ 7,500.00	\$ 7,500.00
5	Project Services	MNS-vCIO-PRJT	BDR Implementation	1	One Time	\$ 1,000.00	\$ 1,000.00
6							
7							
8							
9							
10							
Total Per Hour Price							\$ -
Total Monthly Price							\$ 1,022.70
Total Annual Price							\$ -
Total One Time Price							\$ 8,500.00

Comments

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Customer Authorizing Signature

Date

Sharp Authorizing Signature

Date

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$150 per hour plus a travel fee of \$50 will

Statement of Work

Cloud Storage Back up

- On-site and off-site cloud backup (Automatic data replication between multiple Datacenters)
- Backups as frequently as every 15 minutes
- Spin up virtual machines on private network in the cloud in the event of disaster
- Bare-metal restores for Windows Servers
- Industry standard AES256 encryption (at rest & in transit)
- SAS70/SSAE 16 Certified Datacenters
- Monitored and Managed on-site/off-site back-up by NOC Technicians

- First Response, responsible party, and primary point of contact will be Sharp's local vCIO
- Sharp's vCIO will contact NOC if additional assistance is needed
- Notifications go to Anderson County Sheriffs Office designated administrator(s), local vCIO, and NOC team
- Backup integrity and recoverability is tested after every backup
- Training will be provided for Anderson County Sheriff's Office on accessing the customer portal, performing data restore & recovery tasks, and running reports, if desired.
- Data and file restoration can be provided by Sharp's vCIO or by Anderson County Sheriffs Office administrators, as needed.
- Recovery time will vary based on amount of data to be recovered.
- In disaster recovery scenarios, virtual server instances can be spun up and made available, on average, within 10 minutes.
- Full bare-metal restore time will vary depending on amount of data and performance of recovery destination hardware.
- Every effort will be made to restore data and/or recover servers by the end of the same business day, as needed.
- Disaster recovery will be performed and managed by Sharp's local vCIO, with additional assistance provided by the NOC, as needed.
- If necessary, Sharp's local vCIO will come onsite and work with Anderson County Sheriffs Office administrators to recover any protected servers.

Features of Continuity247 Solution for Backup/Disaster Recovery:

- True end-to-end management and verification of backups
- Troubleshooting for backup failures
- NOC-assisted disaster recovery testing and Full DR support
 - Ticketing for backup-related issues that require attention (hardware failure)
 - Services to ensure backups run on time and cloud sync is on schedule
 - Services to restart or fix issues if block-level verification fails
 - Support available 24x7x365 via email, phone, chat or onsite.

Servers to be included:

ESCADAPP01
ESCADMD01
CADAVLO1
ESCADAV01

Statement of Work (Continued)

1TB Additional Data for 1TB Scalable Cloud Storage Back up

Statement of Work (Continued)

Additional Server for Cloud Storage Back up

Master Client Services Agreement

Sharp Business Systems

This Master Client Services Agreement (this "Agreement") is between Sharp Electronics Corporation, a New York corporation, doing business as Sharp Business Systems, that maintains an office at 109 Ben Hamby Drive South Carolina, SC 29615 ("Company"), and Anderson County 911, a Law Enforcement that maintains an office for business at 305 Camson Road Anderson, South Carolina 29325 ("Client"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Client with information technology and hosting services as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant standard practices for the managed service provider industry, as well as those service levels explicitly described in any relevant Statement of Work.
- 2) **PAYMENT.** Unless otherwise stated in a statement of work, Payment is due within ten (10) calendar days from the date Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.
- 3) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Mark Williamson Likewise, Client may designate one or more Authorized Contact(s) with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 4) **ACCESS TO PREMISES:** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.
- 5) **WARRANTIES; LIMITATIONS OF LIABILITY**
 - a) Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or
 - b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
 - c) Client warrants and represents that it shall not use any systems or processes made available by Company to Client for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
 - d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the grossly negligent acts or omissions, or intentional wrongful misconduct, of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.
- 8) **TERM AND TERMINATION**
 - a) **Term.** This Agreement shall remain in effect for a period twenty four (24) months beginning on the Effective Date, and shall at its expiration and the expiration of any renewal term, automatically renew for an additional twelve (12) months at then current rates unless either party gives written notice to terminate not less than sixty (60) but not more than one hundred and eighty (180) days prior to the expiration of any term then in effect.
 - b) **Consent.** The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.
 - c) **Default.** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within fifteen (15) days following receipt of written notice from the non-Defaulting Party.
 - d) **Equipment Removal.** Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).
 - e) **Transition.** In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed thirty (30) calendar days following the date of request of the return of such data by Client. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond thirty (30) calendar days following the termination of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.
 - f) **Impact.** Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.
 - g) **No Liability.** Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual

Master Client Services Agreement

Sharp Business Systems

9) UPTIME; REMEDIES

- a) **Uptime** . Company shall use commercially reasonable efforts to ensure that the Services are available to Client on a 99% monthly average basis ("Uptime"), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.
- b) **Scheduled Downtime** . For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use commercially reasonable efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) **Client-Side Downtime** . Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such
- d) **Remedies; Limitations** . If Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement for cause by providing Company with thirty (30) days written notice of termination, with no further liability to Company whatsoever. The remedies contained in this paragraph and those in Section 8(c) above, are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this
- e) **Exemption** . The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client.

10) MISCELLANEOUS

- a) **Assignment** . This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) **Amendment** . No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.
- c) **Time Limitations** . The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) **Severability** . If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms** . Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) **No Waiver** . The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) **Merger** . This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) **Force Majeure** . Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of
- i) **Non-Solicitation** . Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 10(i), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of
- j) **Insurance** . Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.
- k) **Governing Law; Venue** . This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of New Jersey. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Essex and Bergen Counties, in the State of New Jersey, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.
- l) **No Third Party Beneficiaries** . The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m) **Usage in Trade** . It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- n) **Business Day** . If any time period set forth in this Agreement expires on a day other than a business day in Bergen County, New Jersey, such period shall be extended to and through the next succeeding business day in Bergen County, New Jersey.
- o) **Notices** . Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address as the parties may designate from time to time.
- p) **Independent Contractor** . Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- q) **Subcontractors** . Company may subcontract or delegate part or all of the Services to one or more third parties.
- r) **Counterparts** . The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

The terms and conditions of the **Master Client Services** apply in full to the services and products provided under the Statement of Work. **IN WITNESS THEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

AGREED AND ACCEPTED

Date: _____

Sharp Business Systems

By: _____

Name: _____

Position: _____

Date: _____

Client: _____

By: _____

Name: _____

Position: _____



Anderson County Sheriff's Office Managed Network Services Proposal

Prepared By:
Carla Pruitt, Sharp Business Systems of South Carolina

Proposal Date: 12/7/2017
Contract Effective Date: 1/15/2018



Prepared For

Mark Williamson

Anderson County Sheriff's Office

305 Camson Road

Anderson, South Carolina 29625

864-260-4400

Prepared By

Carla Pruitt

SBS South Carolina

109 Ben Hamby Drive

Greenville, SC 29615

864-675-2000

Effective Date:

1/15/2018

Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Desktop Services	MNS-DM	Desktop Management (MS Patching, Anti-Virus License and Management, Malwarebytes License and Management, Monthly Report)	2	Monthly	\$ 10.00	\$ 20.00
2	Continuity 247 Services	MNS-ADDSCS	Additional Server for Cloud Storage Back up	17	Monthly	\$ 87.50	\$ 1,487.50
3	Continuity 247 Services	MNS-1TB-C1SER	1TB Scalable Cloud Storage Back up (1TB Cloud and Local Back up/Disaster Recovery, 1 appliance back up, AES256 encryption, Monitoring and Management by NOC)	1	Monthly	\$ 258.30	\$ 258.30
4	Continuity 247 Services	MNS-1TB-AD	1TB Additional Data for 1TB Scalable Cloud Storage Back up	3	Monthly	\$ 195.30	\$ 585.90
5	Hardware	MNS-BDR-SVR	Onsite Backup Appliance	1	One Time	\$ 10,000.00	\$ 10,000.00
6	Project Services	MNS-VCIO-PRJT	Onsite/Offsite Setup and Implementation	1	One Time	\$ 3,600.00	\$ 3,600.00
7							
8							
9							
10							
Total Per Hour Price						\$ -	
Total Monthly Price						\$ 2,351.70	
Total Annual Price						\$ -	
Total One Time Price						\$ 13,600.00	

Comments

***If copiers/printers are leased through Sharp, Technology Grant would cover cost of the server (\$10,000)

Customer Authorizing Signature

Date

Sharp Authorizing Signature

Date

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$150 per hour plus a travel fee of \$50 will apply for each incident.

Statement of Work

Desktop Management - No Service Desk Available

1. Microsoft Patch Management

Research and test patches from Microsoft on a monthly basis. Each patch is installed in a test environment to see if there are any performance problems. The patches that are approved are then whitelisted. After testing, patches are deployed to client sites based on the patch policies.

2. 3rd Party Patching

In addition to MS Patch, manage the patch for the software below.

Adobe Acrobat, AIR, Flash, Reader, Shockwave, Apple iTunes, QuickTime, Mozilla Firefox, Java Development Kit, Runtime Environment

3. Anti-Virus Management

Correct corrupted installations and ensure all desktops receive the latest definitions to prevent unwanted viruses.

4. Executive Reports

Provide the detail monthly report for monitoring and activities that were done.

5. Asset & Inventory Reports

Track desktop hardware and software to easily identify what machines are out of warranty. Also provides ability to track software changes if users install rogue software.

6. LogMeIn Remote Control

LogMeIn tool is available to resolve the issue remotely.

7. Desktop Performance Monitoring

Monitor CPU, Disk Space, and Event Logs to keep the machine running at its best and help prevent future issues.

8. Anti-Virus Software and Malwarebytes Software

Anti-Virus software is included free of charge, which protects machines against viruses and attacks.

Malwarebytes software is included free of charge, which prevents machines from malware, rootkits and unwanted spyware

Statement of Work (Continued)

Features of Continuity247 Solution for Backup/Disaster Recovery:

- True end-to-end management and verification of backups Troubleshooting for backup failures
- NOC-assisted disaster recovery testing and Full DR support
- Ticketing for backup-related issues that require attention (hardware failure)
- Services to ensure backups run on time and cloud sync is on schedule
- Services to restart or fix issues if block-level verification fails
- Support available 24x7x365 via email, phone, chat or onsite.

Statement of Work (Continued)

Cloud Storage Back up

- On-site and off-site cloud backup (Automatic data replication between multiple U.S. Datacenters)
- Backups as frequently as every 15 minutes
- Spin up virtual machines on private network in the cloud in the event of disaster
- Bare-metal restores for Windows Servers
- Industry standard AES256 encryption (at rest & in transit)
- SAS70/SSAE 16 Certified Datacenters
- Monitored and Managed on-site/off-site back-up by local vCIO and NOC Technicians
 - First Response, responsible party, and primary point of contact will be Sharp's local vCIO
 - Sharp's vCIO will contact NOC if additional assistance is needed
 - Notifications go to Anderson County Sheriffs Office designated administrator(s), local vCIO, and NOC team
 - Backup integrity and recoverability is tested after every backup
 - Training will be provided for Anderson County Sheriff's Office on accessing the customer portal, performing data restore & recovery tasks, and running reports, if desired.
 - Data and file restoration can be provided by Sharp's vCIO or by Anderson County Sheriffs Office administrators, as needed.
 - Recovery time will vary based on amount of data to be recovered.
 - In disaster recovery scenarios, virtual server instances can be spun up and made available, on average, within 10 minutes.
 - Full bare-metal restore time will vary depending on amount of data and performance of recovery destination hardware.
 - Every effort will be made to restore data and/or recover servers by the end of the same business day, as needed.
 - Disaster recovery will be performed and managed by Sharp's local vCIO, with additional assistance provided by the NOC, as needed.
 - If necessary, Sharp's local vCIO will come onsite and work with Anderson County Sheriffs Office administrators to recover any protected servers.

Servers to be included in
backup routine:

ACSOSERVE01
ACSOSQL01
ACSOUTL01
ACSOAPP01
ACSODFL01
ACSOHYPV-01
ACSODC-00
ACSO-ADMT
ACSO-26374
ACSO-NCIC01
TRACKSERVER
acsoserve03
AOFLAPP01
ACSOHYPV-02
ACSOHYPV-03
AOFLHYPV-01

Statement of Work (Continued)

1TB Additional Data for 1TB Scalable Cloud Storage Back up

Statement of Work (Continued)

Onsite Backup Appliance

Master Client Services Agreement

Sharp Business Systems

This Master Client Services Agreement (this "Agreement") is between Sharp Electronics Corporation, a New York corporation, doing business as Sharp Business Systems, that maintains an office at 109 Ben Hamby Drive Greenville, SC 29615 ("Company"), and Anderson County Sheriff's Office, a County Government that maintains an office for business at 305 Camson Road Anderson, South Carolina 29625 ("Client"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Client with information technology and hosting services as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the relevant standard practices for the managed service provider industry, as well as those service levels explicitly described in any relevant Statement of Work.
- 2) **PAYMENT.** Unless otherwise stated in a statement of work, Payment is due within ten (10) calendar days from the date Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.
- 3) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Mark Williamson Likewise, Client may designate one or more Authorized Contact(s) with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 4) **ACCESS TO PREMISES:** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.
- 5) **WARRANTIES; LIMITATIONS OF LIABILITY**
 - a) Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or
 - b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
 - c) Client warrants and represents that it shall not use any systems or processes made available by Company to Client for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
 - d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the grossly negligent acts or omissions, or intentional wrongful misconduct, of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.
- 8) **TERM AND TERMINATION**
 - a) **Term.** This Agreement shall remain in effect for a period twenty four (24) months beginning on the Effective Date, and shall at its expiration and the expiration of any renewal term, automatically renew for an additional twelve (12) months at then current rates unless either party gives written notice to terminate not less than sixty (60) but not more than one hundred and eighty (180) days prior to the expiration of any term then in effect.
 - b) **Consent.** The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.
 - c) **Default.** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within fifteen (15) days following receipt of written notice from the non-Defaulting Party.
 - d) **Equipment Removal.** Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).
 - e) **Transition.** In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed thirty (30) calendar days following the date of request of the return of such data by Client. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond thirty (30) calendar days following the termination of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.
 - f) **Impact.** Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.
 - g) **No Liability.** Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

Master Client Services Agreement

Sharp Business Systems

9) UPTIME; REMEDIES

- a) **Uptime**. Company shall use commercially reasonable efforts to ensure that the Services are available to Client on a 99% monthly average basis ("Uptime"), except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.
- b) **Scheduled Downtime**. For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use commercially reasonable efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) **Client-Side Downtime**. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such
- d) **Remedies; Limitations**. If Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement for cause by providing Company with thirty (30) days written notice of termination, with no further liability to Company whatsoever. The remedies contained in this paragraph and those in Section 8(c) above, are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this
- e) **Exemption**. The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client.

10) MISCELLANEOUS

- a) **Assignment**. This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) **Amendment**. No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.
- c) **Time Limitations**. The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) **Severability**. If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms**. Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) **No Waiver**. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) **Merger**. This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) **Force Majeure**. Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of
- i) **Non-Solicitation**. Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 10(i), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base
- j) **Insurance**. Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.
- k) **Governing Law; Venue**. This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of New Jersey. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Essex and Bergen Counties, in the State of New Jersey, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.
- l) **No Third Party Beneficiaries**. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m) **Usage in Trade**. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- n) **Business Day**. If any time period set forth in this Agreement expires on a day other than a business day in Bergen County, New Jersey, such period shall be extended to and through the next succeeding business day in Bergen County, New Jersey.
- o) **Notices**. Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address as the parties may designate from time to time.
- p) **Independent Contractor**. Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- q) **Subcontractors**. Company may subcontract or delegate part or all of the Services to one or more third parties.
- r) **Counterparts**. The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.
- s) **Export**. Client will comply with applicable import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain sanctioned countries and users, and for certain prohibited end uses, including, but not limited to, nuclear facilities, space or missile systems, and weapons systems (whether chemical, biological, or otherwise). Client agrees to comply with all such laws, regulations, orders, and policies.

The terms and conditions of the **Master Client Services** apply in full to the services and products provided under the Statement of Work. **IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

AGREED AND ACCEPTED

Date: _____
Sharp Business Systems
By: _____
Name: _____
Position: _____

Date: _____
Client: _____
By: _____
Name: _____
Position: _____



S.C. Law Enforcement Division
STATE HOMELAND SECURITY GRANT PROGRAM
SOLE SOURCE PROCUREMENT FORM

Use of sole source procurement is discouraged. If, after completion of the competitive bidding process, only one responsive bid is received (less than two complete competitive bids received), then this is a sole source procurement (based on the Office of Management and Budget Circular 66). Sole source procurement will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code and the federal requirements as outlined below:

1. All sole source procurement requires the explicit prior written approval of the State Administrative Agency (SAA)-SLED.
2. This form requesting any sole source procurement approval must be submitted to SLED by the Procurement Officer for the subgrantee's unit of government prior to purchase and follow the requirements according to dollar amounts as outlined in the State Homeland Security Grant Program Procurement Procedures. This form must also contain sufficient documentation to justify the request and should address the following information:
 - a. Brief description of the program; Fully Managed backup and disaster recovery for ASCO's Teir 1 critical servers that includes both onsite recovery and cloud based recovery.
 - b. Complete description of requested line item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought;
Self-service, fully managed and secured backup/disaster recovery solution
 - Database restores include, MS Exchange, SQL, MySQL
 - Self-service virtualization of individual machines on appliance & cloud
 - Bare-metal restores for Windows Servers
 - Automatic data replication between multiple Datacenters
 - Granular scheduling of backup & retention policies
 - Block-level encryption
 - Industry standard AES256 encryption (at rest & in transit)
 - Advanced Security and 24x7 DDoS Prevention
 - Live reporting to meet state transparency and auditing requirements
 - c. Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel; ASCO has evaluated a number of other scenarios for approximately a year and a half in search of an end to end solution that includes hardware, levels of security needed for SLED, ongoing engineer support 27/7/365, live reporting capability for auditing, implementation and training services, included ticketing system and auto notification in the case a server or ASCO data is compromised, and local support. Sharp's Continuity 247 solution is the only program we believe will meet all of these expectations as well as our budgetary constraints.
 - d. Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired); As cyber security has become a high priority our goal is to implement a solution as quickly as possible that ensures the highest level of security for our data and having to partner with multiple vendors to accomplish the same thing this solution will accomplish with just one vendor with local resources who can implement before year end greatly mitigates our risk as well as saves money if we were to utilize internal resources to attempt to accomplish this project.
 - e. Uniqueness: There are other solutions that provide license for cloud based replication but without proper levels of encryption needed to meet SLED requirements and also require ASCO to purchase our own hardware locally and manage them without monitoring services. Monitoring services would also be a separate solution with separate cost, it is included with this solution. Other solutions do not give us 24/7/365 availability of engineering staff in the case we have to restore 1 or multiple servers due to natural disaster, Ransomware, or otherwise compromised data.

f. Other points that should be expressed to substantiate the request; and,

g. A declaration that this action is in the “best interest” of the agency.

Procurement Officer

Date

Project Director

Date

Grant Number _____

Send the form to the following address:

State Homeland Security Grant Program Point of Contact

Donna Strange, Senior Accountant
SLED Homeland Security Grants Administration
Post Office Box 21398
Columbia, SC 29221-1398
(803) 896-7089
Fax (803) 896-7057
dstrange@sled.sc.gov



S.C. Law Enforcement Division
STATE HOMELAND SECURITY GRANT PROGRAM
SOLE SOURCE PROCUREMENT FORM

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1. All sole source procurement requires the explicit prior written approval of the State Administrative Agency (SAA)-SLED.
2. This form requesting any sole source procurement approval must be submitted to SLED by the Procurement Officer for the subgrantee's unit of government prior to purchase and follow the requirements according to dollar amounts as outlined in the State Homeland Security Grant Program Procurement Procedures. This form must also contain sufficient documentation to justify the request and should address the following information:
 - a. Brief description of the program; Fully Managed backup and disaster recovery for ASCO's Teir 1 critical servers that includes both onsite recovery and cloud based recovery.
 - b. Complete description of requested line item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought;
Self-service, fully managed and secured backup/disaster recovery solution
 - Database restores include, MS Exchange, SQL, MySQL
 - Self-service virtualization of individual machines on appliance & cloud
 - Bare-metal restores for Windows Servers
 - Automatic data replication between multiple Datacenters
 - Granular scheduling of backup & retention policies
 - Block-level encryption
 - Industry standard AES256 encryption (at rest & in transit)
 - Advanced Security and 24x7 DDoS Prevention
 - Live reporting to meet state transparency and auditing requirements
 - c. Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel; ASCO has evaluated a number of other scenarios for approximately a year and a half in search of an end to end solution that includes hardware, levels of security needed for SLED, ongoing engineer support 27/7/365, live reporting capability for auditing, implementation and training services, included ticketing system and auto notification in the case a server or ASCO data is compromised, and local support. Sharp's Continuity 247 solution is the only program we believe will meet all of these expectations as well as our budgetary constraints.
 - d. Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired); As cyber security has become a high priority our goal is to implement a solution as quickly as possible that ensures the highest level of security for our data and having to partner with multiple vendors to accomplish the same thing this solution will accomplish with just one vendor with local resources who can implement before year end greatly mitigates our risk as well as saves money if we were to utilize internal resources to attempt to accomplish this project.
 - e. Uniqueness: There are other solutions that provide license for cloud based replication but without proper levels of encryption needed to meet SLED requirements and also require ASCO to purchase our own hardware locally and manage them without monitoring services. Monitoring services would also be a separate solution with separate cost, it is included with this solution. Other solutions do not give us 24/7/365 availability of engineering staff in the case we have to restore 1 or multiple servers due to natural disaster, Ransomware, or otherwise compromised data.

f. Other points that should be expressed to substantiate the request; and,

g. A declaration that this action is in the “best interest” of the agency.

Procurement Officer

Date

Project Director

Date

Grant Number _____

Send the form to the following address:

State Homeland Security Grant Program Point of Contact

Donna Strange, Senior Accountant
SLED Homeland Security Grants Administration
Post Office Box 21398
Columbia, SC 29221-1398
(803) 896-7089
Fax (803) 896-7057
dstrange@sled.sc.gov

Rita Davis

From: Joshua D. Hawkins <jdhawkins@andersonsheriff.com>
Sent: Thursday, February 01, 2018 10:40 AM
To: Rita Davis
Subject: RE: Radio IDs

\$41 per month per radio x35
\$1435.00 per month

This comes out of the 911 tariff but is not reimbursable

From: Rita Davis [mailto:rdavis@andersoncountysc.org]
Sent: Thursday, February 01, 2018 10:38 AM
To: Joshua D. Hawkins <jdhawkins@andersonsheriff.com>
Subject: RE: Radio IDs

What's the cost?

From: Joshua D. Hawkins [mailto:jdhawkins@andersonsheriff.com]
Sent: Thursday, February 01, 2018 10:37 AM
To: Rita Davis
Subject: FW: Radio IDs

From: Joshua D. Hawkins
Sent: Thursday, February 01, 2018 10:25 AM
To: Mike Mitchell <mmitchell@andersonsheriff.com>
Subject: Radio IDs

Chief Mitchell,

The reason for the request for 35 new radio IDs is the inflation of uniform patrol officers.

25 of the IDs will go to the new chargers to turn on the radios that are being purchased for these. This prevents any downtime of current radios that would have to be uninstalled from current patrol cars and reinstalled in the new patrol cars.

10 of the IDs are for hand held XTS5000 radios for uniform patrol that were purchased due to the recent new hires.

We currently have 5 officers scheduled to come out of the academy soon with no active radios to give them.

Feel free to contact me with any more questions sir.



Josh Hawkins | ACSO Technical Service
5531 Airport Road, Anderson SC 29626
Cell : (864)617-0160 Call Sign: KM4QXD
Email : jdhawkins@andersonsheriff.com

ANDERSON COUNTY GRANT FISCAL IMPACT FORM

FY 2018-2023 FISCAL IMPACT

Dept **5161** --

Sheriffs Office

Grant Name: FY 2017 State Homeland Security Program	Address/ Location: 305 Camson Rd. Anderson, SC 29625	Area Served: Anderson County	Council District: All
Grant Number: 17SHSP09			
Grant Period: 10/01/2017 - 9/30/2018			
Grant Award: \$63,000			

Project Manager: Director Michael Miller
Contact Number: (864) 222-3939

Justification:

The project for this grant is "Upstate Regional WMD SWAT Team-Anderson." The SWAT (special weapons and tactics) team is an elite tactical unit trained to perform high-risk operations that fall outside of the abilities of regular officers. SWAT team members' duties include: performing hostage rescues and counter-terrorism operations; serving high risk arrest and search warrants; subduing barricaded suspects; and engaging heavily-armed criminals. The team could potentially encounter WMD situations and must be trained to and have proper equipment to handle those situations as they occur.

The equipment requested for this project are needs that are core requirements to meet DHS WMD/SWAT Team Typing Standards. The equipment supports sustainment & maintenance to achieve typing standards for the Anderson Regional WMD SWAT team through the purchase of Powered Air-purifying Respirators (PAPR's), Self-Contained Breathing Apparatuses, and Chemical Protective Ensembles. SLED Homeland Security has also designated \$5,000 designated for exercise support for the annual regional exercise. For these purchases, there are not any foreseen ongoing commitments as this is a one-time purchase. Any maintenance or supplies that need to be purchased will be covered under the Sheriff's Office budget and/or special revenue sources.

Grant Description:

State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	
Personnel								0
Operating Cost	5,000							5,000
Contractual Costs								0
Insurance Costs								0
Capital Costs	58,000							58,000
Total	63,000	0	0	0	0	0	0	63,000
FTE (new)								0
Source of Funds								
Grant Covers 100%. There is no match required.	63,000							63,000
								0
								0
								0
Total Funds	63,000	0	0	0	0	0	0	63,000

Form approved for submission by: 

Date Approved by Finance Committee: _____

Date Approved by County Council: _____

Date Grant Awarded: _____

If Grant is for capital items, please complete the Grant Capital Items form and attach to fiscal impact form a form that shows location where items will be used. If new capital items to be purchased replaces items already on hand, please state how and where old items are to used.

5

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant **(Items over \$1,000)**, please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP09

PROJECT MGR: Michael Miller

CONTACT NUMBER: (864) 222-3939

CAPITAL ITEM REQUESTED: (7)— Chemical Protective Ensembles

LOCATION WHERE CAPITAL ITEM WILL BE USED: SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting the purchase of Gore-Tex Chempak chemical protective garments. The clothing requested is a lightweight chemical protective garment which provides for extended stay time and reduces heat stress. This is a core requirement to meet DHS WMD/SWAT Team Typing Standards.

AMOUNT: \$ 14,000.00 (approx. \$2,000 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

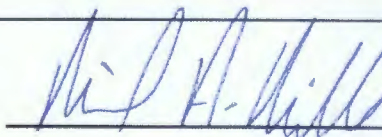
YES

☒ NO

(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (**Items over \$1,000**), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP09

PROJECT MGR: Michael Miller

CONTACT NUMBER: (864) 222-3939

CAPITAL ITEM REQUESTED: (6)— Powered Air Purifying Respirators (PAPR's)

LOCATION WHERE CAPITAL ITEM WILL BE USED: SWAT Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

The SWAT team is requesting NIOSH certified CBRN PAPR Systems which must be compatible with LION MT-94 CBRN Chemical Protective Ensemble and must be compatible with APRs listed above. This is a core requirement to meet DHS WMD/SWAT Team Typing Standards.

AMOUNT: \$ 9,000.00 (approx. \$1,500 each)

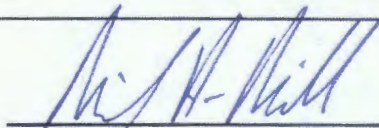
NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?
(If yes fill in the information below)

YES ☐ NO ☒
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:



SIGNATURE OF DIVISION DIRECTOR:

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP09

PROJECT MGR: Michael Miller

CONTACT NUMBER: (864) 222-3939

CAPITAL ITEM
REQUESTED:

(7) - self-contained breathing apparatus (SCBA)

LOCATION WHERE
CAPITAL ITEM WILL BE
USED:

SWAT Team

DETAIL DESCRIPTION
AND PURPOSE FOR
CAPITAL ITEM:

The SWAT team is requesting self-contained breathing apparatus (SCBA) for CBRN environments which must be compatible with APRs purchased on the 2016 grant.

The SCBA systems need to be compatible with the new masks to be fully NIOSH

compliant for missions in CBRN Environments. This is a core requirement to meet DHS

WMD/SWAT Team Typing Standards.

AMOUNT: \$ 35,000.00 (approx. \$5,000 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

YES ☐ NO ☒
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:

Michael Miller

SIGNATURE OF DIVISION DIRECTOR:

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

FY 2017 HSGP (SHSP) SUBAWARD

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/28/2017

Project Title (FFATA): Upstate Regional WMD SWAT Team, Anderson County SO

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 10/01/2017 - 09/30/2018

Date of Award: 09/19/2017

Total Amount of Award: \$63,000.00

Grant Number: 17SHSP09

In accordance with the provisions of Federal Fiscal Year 2017 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2017-SS-00029-S01.

Payment of Funds: The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than 13 October, 2017**. The subaward shall be effective upon return of this award document. The grant budget and program narrative are to be provided in detail via the Electronic Grant Management System (EGMS) application process. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) according to the approved application.

Conditions: I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (attached), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

Supplantation: The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign

Signature of SLED Chief



**South Carolina
Law Enforcement Division**

P.O. Box 21398
Columbia, South Carolina
29221-1398

Henry D. McMaster, Governor

Mark A. Keel, Chief

Tel: (803) 737-9000

September 19, 2017

Michael Miller, Forensic Services Director
Anderson County Sheriff's Office
1019 David Lee Coffee Place
Anderson, South Carolina 29625

RE: Anderson County Sheriff's Office
Grant Number: 17SHSP09
Project Title: Upstate Regional WMD SWAT Team, Anderson County SO
Total Amount of Award: \$63,000.00

Dear Director Miller,

We are pleased to provide you with the original and one copy of the grant subaward approved by the South Carolina Law Enforcement Division, as the State Administrative Agency, for the Homeland Security Grant Program, in the amount of \$63,000.00. Reimbursement of subrecipient expenditures is contingent upon said expenditures matching the final approved grant application budget and program narrative (completed on the Homeland Security Electronic Grant Management System located on the Internet at <https://www.southcarolinadhs.com>). Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice authorizing reimbursements for allowable expenditures. In order to execute this subaward, it is necessary that the Official Authorized to Sign return the original grant subaward document with an original signature no later than 13 October, 2017. Also, enclosed in this package are the federal award agreement articles, grant terms and conditions, audit forms, and the certification pages. The signed award and certification pages should be sent to the following address:

South Carolina Law Enforcement Division
Homeland Security Program Office
Post Office Box 21398
Columbia, South Carolina 29221-1398

As a reminder, upon execution of the subaward, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter, with documentation as required. The semi-annual Homeland Security Grant Progress Report is due not later than January 30th and July 30th, until the expiration of the grant. The Final Request for Payment/Quarterly Fiscal Report, Final Progress Report, and the Program Evaluation are due 45 days after the end of the grant period.

Sincerely,

Mark A. Keel, Chief
South Carolina Law Enforcement Division

ANDERSON COUNTY GRANT FISCAL IMPACT FORM

FY 2018-2023 FISCAL IMPACT

Dept **5322**

HazMat

Grant Name: FY 2017 State Homeland Security Program
Grant Number: 17SHSP16
Grant Period: 10/01/2017 - 9/30/2018
Grant Award: \$80,100

Address/ Location:
 200 Bleckley St.
 Anderson, SC 29625

Area Served:
 Anderson County

Council District: All

Project Manager: Terry King
Contact Number: (864) 844-0057

Justification:

The project under this grant is for "Upstate Regional WMD/HazMat Team-Anderson." Hazardous materials are used in or pass through Anderson County almost daily by air, rail and highway. The presence of railroad switching complexes, several large trucking terminals, and one airport increases the potential for large-scale hazardous materials incidents. A hazardous materials incident could involve the evacuation of a large number of people. The HazMat team is comprised of personnel specially trained to handle dangerous goods including radioactive, flammable, explosive, corrosive, oxidizing, asphyxiating, biohazardous, toxic, pathogenic, or allergenic materials. Also included are physical conditions such as compressed gases and liquids or hot materials, including all goods containing such materials or chemicals, or may have other characteristics that render them hazardous in specific circumstances.

With these grant funds, the HazMat Team has requested and SLED approved two AreaRae Wireless, remote detectors, a host computer with wireless modem(s), two powered air-purifying respirators (PAPR), one Gore-Tex Chempak multi-threat chemical protective garment, replacements for expired colorimetric tubes & air purifying respirator cartridges, and designated \$5,000 for exercise support for the annual regional exercise. The ongoing commitments for the county to incur includes regular maintenance of the equipment which we already manage through the HazMat LEPC fund. These budget items will be covered by the HazMat special revenue (LEPC) funds generated by Tier II payments and HazMat call invoicing.

Grant Description:
 State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

COSTS	Grant Award Amount	Ongoing Grant Commitments						Cumulative Operational Costs
		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	
Personnel								-
Operating Cost	8,000.00							8,000.00
Contractual Costs								-
Insurance Costs								-
Capital Costs	52,100.00							52,100.00
Total	60,100.00	0	0	0	0	0	0	60,100.00
FTE (new)								0
Source of Funds								
Grant 17SHSP16	60,100.00							60,100.00
HazMat LEPC Revenue Fund will cover overage and/or maintenance								0.00
								0.00
								0.00
Total Funds	60,100.00	0	0	0	0	0	0	60,100.00

Form approved for submission by: *Terry W. King*

Date Approved by Finance Committee: _____

Date Approved by County Council: _____

Date Grant Awarded: _____

If Grant is for capital items, please complete the Grant Capital Items form and attach to fiscal impact form a form that shows location where items will be used. If new capital items to be purchased replaces items already on hand, please state how and where old items are to used.

1 Dec

10/30/2017

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (2) — AreaRae Wireless, remote detectors

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

Requesting to purchase wireless, transportable, remote detectors that can simultaneously detect toxic and combustible gases, volatile organic chemicals, radiation and meteorological factors. This equipment provides for the remote (wireless) monitoring of chemicals, radiation, & weather. The equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 32,000.00 (approx \$16,000 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

These units will replace 2 of 4 units which are nearing end of their service life and will no longer be supported by the manufacturer.

SIGNATURE OF DEPARTMENT MANAGER:

Terry D. King

SIGNATURE OF DIVISION DIRECTOR:

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1)— Host computer & wireless modem

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

Requesting to purchase a host computer and wireless modem for monitoring wireless, remote detectors (AreaRae RDK). This equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 7,000.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?
(If yes fill in the information below)

☒ YES ☐ NO
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

This purchase will replace current, obsolete laptop computer and modem which is used to received wireless data from remote chemical sensors.

SIGNATURE OF DEPARTMENT MANAGER:

Terry J. King

SIGNATURE OF DIVISION DIRECTOR:

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (2)— Powered air-purifying respirators (PAPR)

LOCATION WHERE CAPITAL ITEM WILL BE USED: HazMat Team

DETAIL DESCRIPTION AND PURPOSE FOR CAPITAL ITEM:

This purchase will provide respiratory protection from chemical, biological, and radiological hazards when there is not an immediately dangerous to life or health (IDLH) hazard. This equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 3,100.00 (approx \$1,550 each)

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:

Terry King

SIGNATURE OF DIVISION DIRECTOR:

GRANT CAPITAL ITEMS

If you are requesting new Capital Items on the grant (Items over \$1,000), please provide in detail the item description and where the item will be used/located. Then sign and return this form along with the Grant Fiscal Impact Form to Finance.

DEPARTMENT: 5912 - FEMA

GRANT NAME: FY2017 State Homeland Security

GRANT NUMBER: 17SHSP16

PROJECT MGR: Terry King

CONTACT NUMBER: (864) 844-0057

CAPITAL ITEM REQUESTED: (1) — Gore-Tex Chempak multi-threat Chemical protective garment

LOCATION WHERE
CAPITAL ITEM WILL BE
USED:

HazMat Team

DETAIL DESCRIPTION
AND PURPOSE FOR
CAPITAL ITEM:

This purchase will provide protection for hot zone entry personnel from chemical, biological, and flammable hazards. These ensembles minimize stress and heat load to the wearer. The equipment requested is in accordance with approved standards & will maintain and sustain the Anderson County HazMat/WMD Team's capability to address the hazards and risks.

AMOUNT: \$ 10,000.00

NOTE: Price should include taxes and shipping and handling charges.

DOES CAPITAL ITEM REPLACES OLD ITEM ALREADY ON HAND?

(If yes fill in the information below)

☒ YES ☐ NO
(Circle one)

If so, please tell how item to be replaced will still be used and location where it will be used.

SIGNATURE OF DEPARTMENT MANAGER:

Terry W. King

SIGNATURE OF DIVISION DIRECTOR:

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

FY 2017 HSGP (SHSP) SUBAWARD

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 08/28/2017

Project Title (FFATA): Upstate Regional WMD Hazmat Team, Anderson County SO

Subrecipient Agency: Anderson County Sheriff's Office

Subrecipient DUNS: 098400906

Grant Period: 10/01/2017 - 09/30/2018

Date of Award: 09/19/2017

Total Amount of Award: \$60,100.00

Grant Number: 17SHSP16

In accordance with the provisions of Federal Fiscal Year 2017 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2017-SS-00029-S01.

Payment of Funds: The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than 13 October, 2017**. The subaward shall be effective upon return of this award document. The grant budget and program narrative are to be provided in detail via the Electronic Grant Management System (EGMS) application process. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) according to the approved application.

Conditions: I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (attached), the general and fiscal terms and conditions, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

Supplantation: The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign

Signature of SLED Chief



**South Carolina
Law Enforcement Division**

P.O. Box 21398
Columbia, South Carolina
29221-1398

Henry D. McMaster, Governor

Mark A. Keel, Chief

Tel: (803) 737-9000

September 19, 2017

Michael Miller, Forensic Services Director
Anderson County Sheriff's Office
1019 David Lee Coffee Place
Anderson, South Carolina 29625

RE: Anderson County Sheriff's Office
Grant Number: 17SHSP16
Project Title: Upstate Regional WMD Hazmat Team, Anderson County SO
Total Amount of Award: \$60,100.00

Dear Director Miller,

We are pleased to provide you with the original and one copy of the grant subaward approved by the South Carolina Law Enforcement Division, as the State Administrative Agency, for the Homeland Security Grant Program, in the amount of \$60,100.00. Reimbursement of subrecipient expenditures is contingent upon said expenditures matching the final approved grant application budget and program narrative (completed on the Homeland Security Electronic Grant Management System located on the Internet at <https://www.southcarolinadhs.com>). Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice authorizing reimbursements for allowable expenditures. In order to execute this subaward, it is necessary that the Official Authorized to Sign return the original grant subaward document with an original signature no later than 13 October, 2017. Also, enclosed in this package are the federal award agreement articles, grant terms and conditions, audit forms, and the certification pages. The signed award and certification pages should be sent to the following address:

South Carolina Law Enforcement Division
Homeland Security Program Office
Post Office Box 21398
Columbia, South Carolina 29221-1398

As a reminder, upon execution of the subaward, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter, with documentation as required. The semi-annual Homeland Security Grant Progress Report is due not later than January 30th and July 30th, until the expiration of the grant. The Final Request for Payment/Quarterly Fiscal Report, Final Progress Report, and the Program Evaluation are due 45 days after the end of the grant period.

Sincerely,

Mark A. Keel, Chief
South Carolina Law Enforcement Division

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY**

ORDINANCE NO 2018-002

**A SUPPLEMENTAL ORDINANCE TO AMEND ORDINANCE 2017-016, THE
OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR
BEGINNING JULY 1, 2017, AND ENDING JUNE 30, 2018.**

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

Section I. The following amendments to the operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2017, and ending June 30, 2018, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

GENERAL FUND APPROPRIATIONS

<u>Account Number/Description</u>	<u>Originally Adopted</u>	<u>Amendment</u>	<u>Final Adopted</u>
001-5013-000-304 Building Demolition	\$50,000	\$16,000	\$66,000
001-5015-000-315 Legal	\$122,250	\$125,000	\$247,250
001-5111-000-102 Part-time Salaries	\$150,000	\$10,000	\$160,000
001-5111-000-283 Medical Supplies	\$142,920	\$60,000	\$202,920
001-6500-100-102 Transfer Out-Grants	\$0	\$25,000	\$25,000
001-6500-100-142 Transfer Out-Airport	\$0	\$1,000,000	\$1,000,000
001-6500-100-360 Transfer Out-Capital Projects	\$650,000	\$1,475,320	\$2,125,320

GENERAL FUND REVENUES

3700-000-101-Fund Balance	\$5,446,745	\$2,711,320	\$8,158,065
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SPECIAL REVENUE FUND APPROPRIATIONS

102-5901-000-241 Program Expenditures	\$300,000	\$25,000	\$325,000
142-5775-008-401 CIP – Runway Rehab	\$4,875,940	\$1,853,475	\$6,298,805
142-5775-009-401 CIP –Runway Obstruction	\$0	\$433,475	\$433,475

SPECIAL REVENUE FUND REVENUES

102-6400-100-001 Transfer In-General Fund	\$0	\$25,000	\$25,000
142-6400-100-001 Transfer In-General Fund	\$0	\$1,000,000	\$1,000,000
142-4300-400-350 Federal Grant	\$5,102,025	\$1,196,780	\$6,298,805
142-4200-400-250 State Grant	\$283,450	\$90,170	\$373,620

CAPITAL PROJECTS FUNDS APPROPRIATIONS

360-5231-000-401 CIP	\$3,610,000	\$1,000,000	\$4,610,000
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CAPITAL PROJECTS FUNDS REVENUES

360-6400-100-001-Transfer In General Fund	\$650,000	\$1,000,000	\$1,650,000
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Section II. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section III. This Ordinance is effective after its third reading and public hearing.

ADOPTED in meeting duly assembled this ____ day of March , 2018.

ATTEST:

Rusty Burns
County Administrator

Tommy Dunn, Chairman

Lacey Croegaert, Clerk to Council

Craig Wooten., District #1

Gracie S. Floyd, District #2

Ray Graham, District #3

Tom Allen, District #4

Ken Waters, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

First Reading:

February 6, 2018

Second Reading:

Third Reading:

Public Hearing:

DEPARTMENTAL TRANSFERS

For Budget Year 2017 - 2018

<u>Mark APPROVED</u>	<u>DEPARTMENT NAME</u>	<u>FROM: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>TO: ACCOUNT NAME ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>REASON</u>
Finance Meeting of: Council Meeting:	2/5/2018 2/6/2018				
<u> </u> 1	Museum	Postage 001-5064-000-243	Overtime 001-5064-000-103	17.59	One employee worked over the 40 hour week
<u> </u> 2	Support Services	Fuel and Oil 001-5181-000-216	Professional Services 001-5181-000-304	30,000.00	Housing and feeding seized large animals (10)
<u> </u> 3	Airport Grants	Runway Obstruction Removal 142-5775-009-101	Runway Rehab 142-5775-008-401	4,854,500.00	Grant applied to incorrect sub-obj code
<u>DATE</u>		<u>Lacey Croegaert, Clerk to Council</u>			

DIVISION: PRT
DEPARTMENT: Anderson County Museum 5064

FROM:		TO:		AMOUNT:	
TITLE	<u>Postage</u>	TITLE	Salaries - Overtime		
ACCT.#	5064-000-243	ACCT#	5064-000-103	\$	\$17.59

REASON: The museum has no overtime money. An employee work .75 hours over. I need to transfer money to cover.

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: Deborah Stulds DATE: 11/30/17
 DIVIS HEAD: [Signature] DATE: 12/1/17
 FINANCE: _____ DATE: _____
 ADMINISTRATOR: [Signature] DATE: 1-5-18
 Journal Entry # _____ DATE: _____

BUDGET TRANSFER

DIVISION: Sheriff's Office

01.16.18

DEPARTMENT: 5181 - ACSO Support Svc

FROM:

TO:

AMOUNT:

TITLE Fuel & Oil
ACCT.# 001-5181-000-216

TITLE Professional Services
ACCT# 001-5181-000-304 \$ 30,000.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____ \$ _____

30,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Moving money to cover cost of housing & feeding seized large animals. 10 horses are currently
being housed; they cannot be released or sold until court is completed. Fortunately, fuel costs have
remained fairly low this year and we have some savings from transferring & disposing of some
vehicles to cover some of the projected additional housing fees.

We only budgeted \$9,315 in this line item because the seizure of the horses was an unforeseen
circumstance at the time. During budgeting, the court cases for the seized animals (6 at that time)
were projected to be completed within a few months so we did not budget the housing for those
animals for the entire year. When new animals were seized, it is the Sheriff's Office Animal Control
units duty to provide housing and care for the animals while the court cases are in progress.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

[Signature]
[Signature]

DATE:

DATE:

DATE:

DATE:

1-19-18
1-29-18

Journal Entry #

DATE:

BUDGET TRANSFER

DIVISION: Airport

DEPARTMENT: Airport Grants

FROM:

TO:

AMOUNT:

TITLE	142-5775-009-401
ACCT.#	<u>Runway Obstrution Removal</u>

TITLE	142-5775-008-401	
ACCT#	Runway Rehab	4,854,500.00

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE _____
ACCT# _____

TITLE	
ACCT.#	<hr/>

TITLE _____
ACCT# _____

TITLE _____
ACCT.# _____

TITLE _____
ACCT# _____

Total	4,854,500.00
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Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

During budget process, this grant was applied to the incorrect object number.

Is this transfer within your department? (Circle One) **Yes** **No**

Is this transfer within your division? (Circle One) **Yes** **No**

DEPT. HEAD: _____

DATE: _____

DIVIS HEAD:

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: _____

DATE: _____

Journal Entry #

DATE: _____