

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, JANUARY 2, 2001
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Appointment of Committee Assignments for 2001-2002 – Mrs. Ann H. Hughes, Supervisor-Chair
5. Appointment of County Attorney – Mrs. Ann H. Hughes, Supervisor-Chair
6. Appointment of Council Representative on Oconee County Hospital Board – Mrs. Ann H. Hughes, Supervisor-Chair
7. Appointment of Council Representative on SC Appalachian Council of Governments Board – Mrs. Ann H. Hughes, Supervisor-Chair
8. Election of Council Member to Serve as Vice Chair of Oconee County Council
9. Election of Council Clerk
10. Consideration of Approval of EMS Grant & Emergency Medical Services Contract – Mrs. Melissa Brown Grants Coordinator & Mr. Wayne Garland, EMS
11. Approval of Resolution 2001-1, “A RESOLUTION DESIGNATING OCONEE SPECIAL NEEDS & DISABILITIES AS AN ENTITY IN OCONEE COUNTY TO PROVIDE TRANSPORTATION TO THE ELDERLY AND/OR PERSONS WITH DISABILITIES”
12. Old Business
13. New Business
14. Public Comment Session (Not to exceed thirty minutes)
15. Adjourn

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. Kenneth E. Johns, Jr., District II
Mr. Harry R. Hamilton, District III Mr. Marion E. Lyles, District IV
Mr. H. Frank Ables, Jr., District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, January 2, 2001 at 7:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, WPEK Radio & Daily Journal.

Members of the press present: Dick Mangrum - WGOG Radio, Dave Williams, Anderson Independent & Catherine Hunter - Daily Journal.

Call to Order:

The meeting was called to order by Supervisor-Chair Hughes who welcomed those present.

Invocation:

Mr. Hamilton gave the invocation.

Committee Assignments:

Mrs. Hughes made the following committee assignments for 2001-2002:

BUDGET & FINANCE:

Mr. Tim O. Hall, Chair
Mr. Kenneth E. Johns, Jr.
Mr. Harry R. Hamilton
Mr. Marion E. Lyles
Mr. H. Frank Ables, Jr.

PERSONNEL & INTERGOVERNMENTAL:

Harry R. Hamilton, Chair
Kenneth E. Johns, Jr.
H. Frank Ables, Jr.

LAW ENFORCEMENT, SAFETY, HEALTH, WELFARE & SERVICES:

Kenneth E. Johns, Jr., Chair
Tim O. Hall, III
Marion E. Lyles

ROADS & TRANSPORTATION:

H. Frank Ables, Jr., Chair
Harry R. Hamilton
Tim O. Hall, III

PURCHASING, CONTRACTING, REAL ESTATE, BUILDING & GROUNDS:

Marion E. Lyles, Chair
Tim O. Hall, III
Kenneth E. Johns, Jr.

County Attorney:

Mrs. Hughes appointed Bradley A. Norton as County Attorney.

Hospital Board Representative:

Mrs. Hughes appointed Tim O. Hall, III as the Council Representative on the Hospital Board.

SC Appalachian Council of Governments Representative:

Mrs. Hughes appointed Marion E. Lyles as the Council Representative on the SC Appalachian Council of Governments Board.

Vice Chair of Council:

Mrs. Hughes made a motion, seconded by Mr. Ables, approved 4 - 0 (Mr. Hall abstaining) that Mr. Tim O. Hall, III be elected Vice Chair of Council.

Council Clerk:

Mr. Hall made a motion, seconded by Mr. Lyles, approved 5 - 0 that Opal O. Green be appointed Council Clerk.

Public Comment Session:

Mr. B. J. Littleton stated he felt it was a good move for Council to have discussion before a motion was taken regarding matters, he also expressed a feeling of affection for the republican party and informed Council Members that updates need to be made on the Rural Fire Commission.

Students:

Mrs. Hughes recognized and welcomed civics students from Seteca High School.

County Cell Phone Services:

Mrs. Hughes informed Council that several of the county offices uses cell phones, however there are difference companies and different plans used. She asked the Badger & Finance Committee to study the attached information and make a recommendation to Council regarding the best plan and company for these county offices.

Adjourn:

Adjourn 7:30 PM

Respectfully Submitted,



Opal O. Green
Council Clerk

EMS Grant:

Upon request of Mrs. Melissa Brown, Grants Coordinator, Mr. Hamilton made a motion, seconded by Mr. Johns, approved 5 – 0 that the attached EMS Grant in the amount of \$15,640 with the \$910 local match being supplied by Oconee Memorial Hospital be adopted.

Resolution 2001-1:

Mr. Hall made a motion, seconded by Mr. Ables, approved 5 – 0 that Resolution 2001-1, "A RESOLUTION DESIGNATING OCOONEE SPECIAL NEEDS & DISABILITIES AS AN ENTITY IN OCOONEE COUNTY TO PROVIDE TRANSPORTATION TO THE ELDERLY AND/OR PERSONS WITH DISABILITIES" be adopted on first and final reading.

Department of Social Services (Contingency):

Upon request of Mr. Daniel Whitehurst, DSS Director, Mr. Hamilton made a motion, seconded by Mr. Lyles, approved 5 – 0 that \$1,000 be taken from contingency and placed in line item 010 055 00150 55831 (Pauper funerals). (See attached request)

Minutes:

Mr. Hamilton was the only Council Member who served in the past administration and the present administration who attended the December 19, 2000 Council Meeting, therefore the minutes of that meeting were adopted 1 – 0 with the other Council Members abstaining.

Old & New Business:

Each of the Council Members expressed congratulations to Mrs. Hughes, enthusiastically, a spirit of cooperation and eagerness to work for the citizens of Oconee County.

Work Session:

Council scheduled a work session Tuesday, January 9, 2001 at 4:00 PM in the conference room for the purpose of discussing bonds, financial matters, reassessment, etc.

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk.

EMS Recipient Agency Information

Name: Oconee Memorial Hospital Emergency Medical Service

Address: 298 Memorial Drive

City: Seneca County: Oconee Zip Code: 29672

Emergency Telephone: 864-885-7188 Business Telephone: 864-885-3351

Total Number of Ambulances: 7 Ambulances Manned 24 Hours Per Day: 3

Total Number of Ambulance Calls Annually: Emergency 5400 Convalescent 1800

Are patients provided service without prior inquiry regarding ability to pay? yes no

Describe Primary Service Area: Oconee County, S.C.

Are there written mutual aid agreements with all adjacent EMS organizations? yes no

Current Rate Structure: Base Rate \$ 100 / 1167 Mileage Charge (One Way) \$ 8⁰⁰

Will this ambulance conform to the State ambulance allocation plan, and is it an essential vehicle to the applicant agency? yes no

Does the applicant agency operate within the guidelines of the State EMS system? yes no

Has the Regional Board of Directors reviewed this project? yes no

Has the project been recommended for funding? yes no

Comments: Plans were to apply this additional grant money on a new van this spring. We presently have medic III being remounted in Alabama. This PM we had an individual hit medic I causing extensive damage. That makes it IMPERATIVE THAT WE GET MEDIC III on line immediately. For that reason we need to apply these funds to that purchase. The only review we have done at this point in time is discussing the project w/ upstate EMS (Debbie Hession) to ensure that the funds could be used for this project.

Vehicle to be Replaced

Vehicle Location: GEORGE MEMORIAL HOSPITAL EMERGENCY MEDICAL SERVICE

Type I Type II Type III Commercial Ambulance Body

Other (Describe): _____

Make: FORD Year Model: 1992 Mileage: 157832

Serial Number: 1FDKE 30MINHA 632 SS License Number: P174115

Current DHEC Permit Number: 04803

Current Liability Insurance Limits:

\$50,000 - \$100,000 \$100,000 - \$300,000 \$100,000 - \$500,000 1,000,000

Collision to Cover Actual Market Value of Vehicle: yes no

Deductible (Collision) \$50.00 \$100.00 \$250.00 \$500.00 Other: _____

Company: St Paul Fire & Marine Ins Co Local Agent: MARSH USA Inc

Agent Address: PO Box 2104 Greenville SC Telephone Number: 864-240-5400

Disposition of Vehicle: _____

Vehicle Requested:

(Remount)

Type: III Make: FORD 2001 E350 State Contract: _____

Options: See State Contract and List with Indicated Contract Price

Innovative Coachworks, Inc - 3090 Jordan home \$ 53,574.98

Huntsville, AL 35806 \$ _____

Vehicle Location: _____

Utilization: Emergency Only Emergency and Convalescent

Estimated Number of Ambulance Calls in First Year of Operation: 1440

1440
→ 17200
5
-22

GRANT-2001: NEW GIA FUNDS-PURCHASE JUSTIFICATION

AMBULANCE:

OCONEE MEMORIAL HOSPITAL, LIKE ALL OTHERS, WAS GREATLY AFFECTED BY THE FEDERAL BALANCED BUDGET ACT. THE DECREASE IN MEDICARE FUNDING CAME AT A TIME WHEN THE HOSPITAL WAS EXPANDING ITS OUTPATIENT SERVICES. FOR THAT REASON THE HOSPITAL PLACED A MORATORIUM ON CAPITOL SPENDING WHICH LASTED TWO YEARS. THAT TIME PASSED WITHOUT THE NORMAL REPLACEMENT OF AMBULANCES. ALTHOUGH THE HOSPITAL IS NOT YET COMFORTABLE WITH ITS CASH FLOW, IT HAS REALIZED THAT WE MUST BUY AMBULANCES IN A TIMELY MANNER IN ORDER TO INSURE THAT WE WILL NOT INCUR PROBLEMS IN THE FIELD. THIS YEAR WILL BE THE SECOND YEAR THAT WE HAVE PURCHASED TWO AMBULANCES IN AN EFFORT TO GET US BACK ON LINE. IT WILL ALSO BE THE LAST YEAR THAT WE MUST PURCHASE TWO IN ONE YEAR. WE WISH TO APPLY THIS ADDITIONAL FUNDING TOWARDS THE PURCHASE OF ONE OF THOSE AMBULANCES. THIS HAS BECOME A MORE IMPORTANT ISSUE WITH US SINCE THE LOSS OF ONE OF OUR NEW UNITS IN A SNOW/ICE STORM LAST WEEK IN OCONEE. THAT UNIT WILL BE OFF LINE FOR AN UNKNOWN PERIOD OF TIME.

WAYNE R. GARLAND
DIRECTOR, OCONEE MEMORIAL HOSPITAL EMS
DECEMBER 26, 2000

A handwritten signature in cursive script that reads "Wayne R. Garland". The signature is written in dark ink and is positioned below the typed name and title.

EMERGENCY MEDICAL SERVICES CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

OCONEE COUNTY

The parties of this contract agree as follows:

A. SCOPE OF SERVICES:

The Contractor agrees to submit for approval a county application (DHEC form 1061) for grant in aid for the purpose of upgrading and/or expanding the Emergency Medical Services within the county. The Contractor will purchase the equipment and/or training programs based on the county application as approved by DHEC.

Mailing Address of Contractor: County Treasurer's Office
Oconee County
415 Pine Street
Walhalla, SC 29691

Contractor FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

57-6000-391

B. TIME OF PERFORMANCE:

The contract shall be effective January 1, 2001, or on the date signed by the Chief Operating Officer, whichever is later, and will terminate December 31, 2001.

C. COMPENSATION:

DHEC agrees to reimburse the Contractor an amount not to exceed 94.5 percent of the cost for approved equipment and training referred to on DHEC form 1061 for grant in aid. Basis for payment is actual expenditures for authorized purchases; however, in no event will the total amount to be reimbursed under this Contract exceed \$15,640.00.

Travel

Reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employees travel and in accordance with guidelines established by DHEC. The maximum amount of the contract must include all travel expenses. Please see Section F., Term & Condition #12.

D. METHOD OF PAYMENT:

The Contractor shall provide DHEC a written reimbursement request which must include a compliance report as set forth in section E below. It must also include invoice(s) indicating that the equipment/training has been received/completed and the corresponding canceled check(s). An original, fully executed contract must be received by DHEC before any payments can be made. ALL INVOICES FOR REIMBURSEMENT MUST BE SUBMITTED NO LATER THAN NOVEMBER 15, 2001. INVOICES RECEIVED AFTER NOVEMBER 15, 2001 WILL NOT BE ACCEPTED.

E. COMPLIANCE REPORTS:

1. The Contractor shall submit a formal letter indicating that they have met all the terms of the contract regarding the implementation of the grant application as outlined in this contract. This should be done at the time of request for reimbursement.
2. A written statement, signed by the county government official verifying that state funds were not used to replace local county funds for EMS.
3. A statement from the authorizing county official that state or local purchasing requirements were followed in the purchase of the equipment.

F. TERMS AND CONDITIONS:

1. There will be no reimbursement for monies expended for equipment or training prior to the effective date of the contract. Additionally, there will be no reimbursement for monies obligated or expended for equipment until the application (DHEC form 1061) is submitted to and approved by DHEC.
2. Failure to comply with this contract and the provisions of the approved application (DHEC form 1061) may result in suspension or revocation of the approved grant-in-aid, as well as suspension or termination of all payments under this contract. Contractor will be responsible for repayment to DHEC of any funds provided for equipment or training found not to be in compliance with this contract and the provisions of the approved application (DHEC form 1061).
3. Contractor must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DHEC.
5. Any change to this Contract is considered an amendment to the contract, which must be mutually agreed to and executed in the same manner as the contract.
6. Records with respect to all matters covered by this Contract shall be retained by the Contractor for 4 years after the end of the Contract period, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit

has begun but is not completed at the end of the 4-year period, or if audit findings have not been resolved at the end of the 4-year period, the records shall be retained until resolution of the audit findings.

7. Notwithstanding any other provision of the contract:
 - a. Subject to the provisions contained below, this Contract may be terminated by either party providing written notice of that intent to the Contractor thirty (30) days in advance.
 - b. Funds for this Contract are payable from State and/or Federal and/or other appropriations. In the event sufficient appropriations are not made to pay the charges under this Contract, it shall terminate without any further obligation by DHEC.
 - c. DHEC may terminate this Contract for cause, default or negligence on the part of the Contractor at any time without thirty days advance written notice.
8. The Contractor certifies that he/she is not an employee of a South Carolina State Agency.
9. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, age, health status, handicap, color, sex, religion or national origin.
10. The Contractor agrees that neither the contractor, its employees nor agents are covered by any professional or tort liability insurance maintained by DHEC.
11. The Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
12. If the Contractor is to be paid for travel expenses including room and board incurred in connection with the services described in Scope of Work, such payment will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract.
13. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
14. The contract shall be construed and enforced in accordance with the laws of the State of South Carolina.
15. Contractor certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.

16. Contractors who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and expenditures to the proper program area of DHEC. The Contractor is subject to site visits from DHEC in an effort to monitor compliance.

The parties to this contract hereby agree to any and all provisions of the contract as stipulated above.

AS TO DHEC:

BY: _____

TITLE: _____

DATE: _____

AS TO CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CHIEF OPERATING OFFICER.

(DHEC CHIEF OPERATING OFFICER)

DATE: _____

CONTRACT NUMBER: _____

AIMS Planned P.O.# _____

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2001-1

The Oconee County Council herewith designates Oconee Disabilities & Special Needs Board as an entity in Oconee County, South Carolina to provide transportation to the elderly and/or persons with disabilities.

We further state that the applicant is one of the providers in this geographic area that is or will be providing transportation services to particular sectors of the elderly and/or persons with disabilities.

ADOPTED & APPROVED this 2nd day of January 2001.

Ann H. Hughes
Supervisor-Chair
Oconee County Council

Attest:

Oral O. Green
Council Clerk



SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES

Elizabeth G. Patterson, J.D., State Director

Mr. J. Daniel Whitehurst, Jr.
Director

Oconee County
Department of Social Services
P. O. Box 739, Walhalla, South Carolina 29691
Telephone: (864)638-4400

January 2, 2001

Ms. Anne Hughes
Oconee County Supervisor
S. Pine Street
Walhalla, SC 29691

Dear Ms. Hughes:

This letter serves as a request for contingency funding for pauper burial funding of \$1,000, while we wait for our supplemental budget request.

Our current budget is \$2000. Of this budgeted amount we have spent \$1,645 and have another \$500 pending. As you can see, this leaves a deficit of \$145.

Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Daniel Whitehurst, Jr.", is written over a horizontal line.

J. Daniel Whitehurst, Jr.
County Director II

jdwskf