

City Council Minutes
August 1, 2023

Orangeburg City Council held its regularly scheduled meeting on Tuesday, August 1, 2023, at 6:00 PM with Mayor Michael C. Butler presiding.

PRESENT:

Michael C. Butler, Mayor
Jerry Hannah
Dr. Kalu Kalu, Mayor Pro Tem
L. Zimmerman Keitt
Richard F. Stroman

PRESENT VIRTUALLY:

Bernard Haire

ABSENT:

Sandra P. Knotts

A motion was made by Councilmember Stroman, seconded by Mayor Pro Tem Kalu to approve the June 20, 2023, City Council minutes. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve the DPU Budget Workshop Minutes. The motion was unanimously approved.

Mayor Butler recognized "Trustworthiness" as the August 2023 Orangeburg County Community of Character trait.

Mrs. Jeanne Gue, 270 Mason Drive and Ms. Yvonne White, 194 Mason Drive appeared before Council concerning Mason Drive and the Intersection of Broughton Street and Hillsboro Road. Mrs. Gue stated, "Recently there was a fire on our street, and we realized we only had one fire hydrant on the street. It is located at the end of Mason Drive. We requested another fire hydrant on our street. Also, there have been several wrecks occurring at Hillsboro and Broughton Streets. In one month, we had four with three cars totaled. I spoke with Chief Austin and now police cars are patrolling the area. We have a petition signed by residents of Mason Drive for an additional streetlight as currently there is only one streetlight on our street. Also, I have a concern about code enforcement for rental houses that are not kept up."

Ms. White stated, "I have a complaint of having the street swept more often."

City Administrator Evering addressed Council concerning second reading of an ordinance authorizing the sale, alienation conveyance, lease, or other disposition of real property with improvements located at or about 111 Boulevard Street and 115 Boulevard Street TMP# 0173-14-04-008.000. He stated, "As you may recall, we have been talking with Orangeburg County concerning leasing the old state theater and soda shop for purposes of the railroad corner project specifically the Cecil Williams Civil Rights Museum. This is the carve-out provision that we had previously discussed with you. The County has reviewed the lease agreement and we are waiting on their revisions. In the interim, I request your consideration for second reading. Once the final details of the lease agreement are completed, we will present third reading for your consideration."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve the second reading of an ordinance authorizing the sale, alienation conveyance, lease, or other disposition of real property with improvements located at or about 111 Boulevard Street and 115 Boulevard Street TMP# 0173-14-04-008.000. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve the second reading of an ordinance authorizing the lease of the Old City Gym located at 1420 Broughton Street. The motion was unanimously approved.

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve the first reading of an ordinance amending the budget for the City of Orangeburg, SC for the Fiscal Year October 1, 2022, through September 30, 2023. The motion was unanimously approved.

City Administrator Evering addressed Council concerning first reading of an ordinance to raise revenue and adopt a budget for the City of Orangeburg SC for the Fiscal Year October 1, 2023, through September 30, 2024. He stated, "We are requesting for a balanced budget in the amount of \$24,037,012. There are several important items in this budget that I want to highlight for you and the public. As you recall in our Budget Workshop, one of Council's priorities was public safety. Currently entry-level public safety officers (PSO I) start at \$40,000 which puts us at a competitive disadvantage to recruit and retain officers. We are proposing with this new budget, PSO I start at \$47,000. We need more Fire Engineers, and this proposed budget will allow us to hire six new Fire Engineers and a Fire Inspector. We are proposing a 3% Cost of Living Adjustment for our employees. We are requesting an increase in Commercial and Residential Sanitation rates. Our Commercial Sanitation rates are extremely low at \$16 per month on a 4-yard container compared to our peers and the private sector at \$115 per month and above. We are proposing raising our rates to cover the cost of services. We also want to increase the starting salary of our CDL drivers from \$17 - \$20 per hour. CDL drivers have become very difficult to find. We are recommending a 15 mil increase. The value of a mil in the City of Orangeburg is approximately \$44,000. That millage increase would allow the City to raise an additional \$700,000-\$800,000. A 15 mil increase on a \$100,000 residence would be \$90 per year."

Mayor Butler stated, "We must provide services to our citizens. We are in a competitive environment. We need CDL drivers as we had to stop our recycling program due to being short CDL drivers. Some citizens are requesting the recycling program be reimplemented. Some Councilmembers may be reluctant to pass an increase because of what they think the citizens may say. If we do not provide the services, citizens will have a lot to say. We need DPS officers and for them to respond in a timely matter. Everything City Administrator Evering is proposing is for our citizens and employees. I think this is a good budget to move our City forward."

Mayor Pro Tem Kalu stated, "In the last census, the population of the City decreased from 15,000 to 13,000. That means the tax base will be narrowed and then you pay higher taxes. For us to move the City forward, we need to increase our population. This is a goal we have for the City to increase population which will also increase the tax base. This budget is in line to move the City forward so we will be able to retain employees and to make the City a better place to live, work and to raise children. This is a good budget that will not be a large impact on our citizens, but it will help us."

Councilmember Hannah stated, "My wish as I have stated before is for the 3% Cost of Living Adjustment be on a tier basis. Employees making \$100,000 will feel the 3% adjustment. But the employees making \$20,000 - \$24,000 will not see a difference with the 3% adjustment. My wish is the employees on the lower tier receive more percentage than the employees on the higher tier."

City Administrator Evering stated, "We have done that analysis. If Council wishes, we are prepared to provide this analysis at the next meeting."

A motion was made by Councilmember Keitt, seconded by Mayor Pro Tem Kalu to approve first reading of an ordinance to raise revenue and adopt a budget for the City of Orangeburg, SC for the Fiscal Year October 1, 2023, through September 30, 2024. The motion was unanimously approved.

Assistant City Administrator Singh addressed Council concerning EPA Brownfield Grant – engineering firm award announcement. He stated, "I am here to present the results of the selection for the engineering firms that applied to the Brownfield Grant that was awarded to the City from the Environmental Protection Agency (EPA). There is no match for the Brownfield Grant. The focus of this grant will be Railroad Corner as well as the Downtown Corridor. The grant allows us to get information at the same time, we will be working with the awarded firm to develop more grant applications for actual cleanup and work that goes toward improving our site so we can continue to develop downtown. Six vendors submitted bids. Included in your packet is a copy of the scoring results of the firms. It is the recommendation of our Grants Department as well as Administration that at the appropriate time the City Administrator enters a contract with Stantec Engineering Services Company for this grant."

A motion was made by Mayor Pro Tem Kalu, seconded by Councilmember Keitt to approve first reading of an ordinance to amend the budget for the operation of Department of Public Utilities of

the City of Orangeburg, SC for fiscal year October 1, 2022, through September 30, 2023. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning first reading of an ordinance to adopt the budget for the operation of the Department of Public Utilities of the City of Orangeburg, SC for the fiscal year October 1, 2023, through September 20, 2024, (2) adopt amended electric rates effective October 1, 2023, and (3) adopt amended gas rates effective October 1, 2023. He stated, "I will briefly go over some highlights for this budget as a reminder for Council from our Budget Workshop and for the benefit of the public. This budget maintains our operational service levels at their current levels and supports our strategic plan. We are also proposing a 3% Cost of Living Adjustment that will be approximately \$430,000. We anticipate a draw down of about \$5.1 million in cash. We will continue to meet our transfer obligation to the City of Orangeburg of \$6.1 million which holds firm from last year. This budget also includes an increase in Council's salaries with a total impact on the budget of \$35,000 that will go into effect if Council approves this budget in its entirety at the beginning of the fiscal year, October 1. Total operating revenues we project to be approximately \$130 million dollars that is generated by a rate increase on electric and gas services that we project to generate approximately \$6 million dollars. It will be approximately \$16 impact on the average power bill. \$12 electric and \$4 gas impact. We will see an ongoing increase in some of our operating expenses of about 7.5% increase as goods and services are more expensive. There is an increase on our state retirement cost for employees. Capital projects list is projected to be approximately \$43.9 million dollars. The largest share of that will be the water division projecting to spend \$32 million dollars and electric division projecting to spend \$8.5 million dollars. There will be grants received but we are projected to borrow \$21 million dollars for those projects."

Mayor Pro Tem Kalu asked, "Can DPU do the same Cost of Living Adjustment tier analysis request based on salaries that Councilmember Hannah requested from the City?"

DPU Manager Harley stated, "Yes, we can provide that as well."

Councilmember Haire stated, "I realize there are needs for definite things in the DPU budget to be met but I do not see the urgency of an increase in Council's salaries. At this time, I would suggest that it be held off until the next two years because of the various increases that will be asked of citizens. It is not a good time now for this to be put in the budget. I move that the increase in Council's salaries be stricken from this budget."

Councilmember Hannah asked, "Does the City and County pay the same DPU rates?"

DPU Manager Harley stated, "Outside City residents pay a higher rate than City residents for wastewater and water services only. Gas and electric rates are the same no matter where you live."

Mayor Pro Tem Kalu asked, "For Council, do we use the word salary or compensation? You stated \$35,000. What does that number represent?"

DPU Manager Harley stated, "Salary, as it is referred to salary in the law as well. \$35,000 is the total impact of the increase of Council salaries which is a \$5,000 per year increase per Councilmembers and Mayor."

Mayor Butler stated, "Council salaries have not been raised since 2015. Current annual salaries of Councilmembers are \$13,000 and Mayor \$20,000. All of Council work a lot. We meet the needs of all citizens. We attend event, and we manage two budgets for the City and DPU. I do not think it is too much to ask for this increase at this time."

Councilmember Keitt stated, "I am thankful for all that we do for the citizens of Orangeburg. We do work a lot and I am sure most people do not understand the hours that we put in. We want to make sure our citizens are safe, our streets are clean, and recreation is available."

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to approve first reading of an ordinance to adopt the budget for the operation of the Department of Public Utilities of the City of Orangeburg, SC for the fiscal year October 1, 2023, through September 20, 2024, (2) adopt amended electric rates effective October 1, 2023, and (3) adopt amended gas rates effective October 1, 2023. The motion was approved 5-1. Councilmember Haire opposed.

DPU Manager Harley addressed Council concerning consideration of an intergovernmental agreement for permission to conduct water improvements between Bamberg Board of Public Works and the City of Orangeburg Department of Public Utilities. He stated, "In your packet is an intergovernmental agreement for permission to conduct water improvements between Bamberg Board of Public Works and the City of Orangeburg Department of Public Utilities. Bamberg Board of Public Works developed a grant to have the interconnection water connection to our system. In the future, we will be able to provide them wholesale water which is a revenue for DPU. A line will be installed, and DPU will own that asset. As a part of that process, we need to pass an intergovernmental agreement solidifying our plans to work together. Our City Attorney has reviewed this document and has a couple of adjustments to make. We ask that you approve this pending the City Attorney's final review."

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to approve an intergovernmental agreement for permission to conduct water improvements between Bamberg Board of Public Works and the City of Orangeburg Department of Public Utilities. The motion was unanimously approved.

DPU Manager Harley addressed Council concerning a resolution approving the execution and delivery of membership agreement between the City of Orangeburg Department of Public Utilities and the South Carolina Association of Municipal Power Systems (SCAMPS); approving the execution and delivery of a services agreement between SCAMPS and the Municipal Association of South Carolina. He stated, "As a reminder, we are members of the SCAMPS Association. SCAMPS is the vehicle by which all the 21 cities that own electric utilities come together for training, mutual aid, as well as set policies for what we might pursue at the state house. The City Attorney has reviewed this document."

A motion was made by Councilmember Stroman, seconded by Councilmember Keitt to approve a resolution approving the execution and delivery of membership agreement between the City of Orangeburg Department of Public Utilities and the South Carolina Association of Municipal Power Systems (SCAMPS); approving the execution and delivery of a services agreement between SCAMPS and the Municipal Association of South Carolina. The motion was unanimously approved.

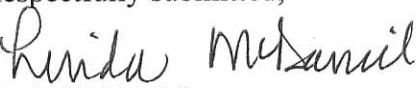
DPU Manager Harley addressed Council concerning water meter AMI startup. He stated, "This is information only. Council approved the Water AMI program in our last budget. Due to material delays and inability to get the products in, the project start was delayed. This project will start today and hopefully wrap up in May-June 2024. There are two flyers in your packet of the door hangers we will be distributing whenever we are doing work in an area. We have placed a link on our website with this information and we will update the website on a regular basis as needed. We want to let people know that we are working with a contractor, Vepo Metering. There will be a DPU and Vepo Metering decal on those vehicles. We will have approximately 4-6 contract employees installing meters. We will be in citizens' yards and on the edges of yards. If customers have questions, please call customer service."

Point of Personal Privilege, Councilmember Keitt stated, "I want to thank City employees, directors, the Mayor, and City Councilmembers for all your hard work to make this City great. We have a lot of work ahead of us and let us continue to work together."

Point of Personal Privilege, Councilmember Hannah stated, "For clarification, this vote was for the first reading, the only way to vote is yes or no. There will be two more readings for this ordinance."

A motion was made by Councilmember Keitt, seconded by Councilmember Stroman to adjourn the meeting. The motion was unanimously approved.

Respectfully submitted,


Linda McDaniel
City Clerk



VOID

VOID

VOID



City of Orangeburg Department of Public Utilities ("DPU")

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A MEMBERSHIP AGREEMENT BETWEEN THE CITY OF ORANGEBURG DEPARTMENT OF PUBLIC UTILITIES ("DPU") AND THE SOUTH CAROLINA ASSOCIATION OF MUNICIPAL POWER SYSTEMS ("SCAMPS"); APPROVING THE EXECUTION AND DELIVERY OF A SERVICES AGREEMENT BETWEEN SCAMPS AND THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO

WHEREAS, the City of Orangeburg Department of Public Utilities (the "**Member**") is a member of the South Carolina Association of Municipal Power Systems ("**SCAMPS**");

WHEREAS, SCAMPS is an unincorporated nonprofit association existing under South Carolina law and comprising twenty members located in the State of South Carolina, including the City of Abbeville, Bamberg Board of Public Works, City of Bennettsville, City of Camden, City of Clinton, Town of Due West, Easley Combined Utilities, Gaffney Board of Public Works, City of Georgetown, Greenwood Commissioners of Public Works, Laurens Commission of Public Works, McCormick Commission of Public Works, City of Newberry, Orangeburg DPU, Town of Prosperity, City of Rock Hill, Seneca Light & Water, City of Union, City of Westminster, and Town of Winnsboro (collectively the "**SCAMPS Members**");

WHEREAS, the Member is governed by a Council (the "**Governing Body**");

WHEREAS, the Governing Body now wishes to approve a Membership Agreement (the "**Membership Agreement**") between the Member and SCAMPS for the purposes of providing the terms and conditions on which the Member will participate in SCAMPS and SCAMPS will provide services to the Member, and the costs and expenses attendant thereto;

WHEREAS, the Governing Body further now wishes to approve a Services Agreement (the "**Services Agreement**," and together with the Membership Agreement, the "**Agreements**") between SCAMPS and the Municipal Association of South Carolina (the "**Association**") for the purpose of providing the terms and conditions on which the Association will provide services to SCAMPS, including without limitation the employment of a Program Manager for SCAMPS, and the costs and expenses attendant thereto; and

WHEREAS, the Governing Body deems it in the best interests of Member (a) to approve the execution and delivery of and the entry into the Membership Agreement in substantially the form attached hereto as Exhibit A, and (b) to approve the entry into the Services Agreement by SCAMPS in substantially in the form of the draft attached hereto as Exhibit B.

NOW THEREFORE LET IT BE:

RESOLVED, that the Member be, and hereby is, authorized to enter into the Membership Agreement and that the form, term, and provisions of the Membership Agreement be, and hereby are, approved;

RESOLVED, that the Manager (each such person, an "**Authorized Officer**") be, and each hereby is, authorized, empowered, and directed to execute and deliver the Membership Agreement in

the name of and on behalf of the Member with such additions, deletions, or changes therein as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED, that the Member approves the form, term, and provisions of the Services Agreement, and consents to the execution and delivery of and the entry into the Services Agreement by SCAMPS, with such additions, deletions, or changes therein as an authorized officer of SCAMPS executing the same shall approve (the execution and delivery thereof by such authorized officer of SCAMPS to be conclusive evidence of his or her approval of any such additions, deletions, or changes);

RESOLVED, that Member be, and hereby is, authorized and empowered to perform all of its obligations under the Agreements;

RESOLVED, that each of the Authorized Officers be, and each of them hereby is, authorized and directed to take all such further actions and to execute and deliver, in the name and on behalf of the Member, all such further documents and instruments, and to pay all such expenses, as they or any of them may deem necessary, desirable, advisable, or appropriate to effectuate or carry out the purposes of all of the foregoing resolutions and the transactions contemplated thereby; and that the taking of each such action, the execution and delivery of each such document or instrument, and the payment of each such expenses shall be conclusive evidence of its necessity or advisability;

RESOLVED, that all actions taken by any of the Authorized Officers prior to the date of the foregoing resolutions that are within the authority conferred thereby are hereby ratified, confirmed, approved, and adopted as actions of the Member; and

RESOLVED, that the Clerk of the Member be, and hereby is, authorized in the name and on behalf of the Member to certify the passage of the foregoing resolutions.

DONE IN MEETING duly assembled this 1st day of August, 2023.

Mayor

Michael C. Butch

Members of Council

Richard A. Stum

Liz Zimmerman Keist

James G. ...

... ..

... ..

... ..



Attest: Linda M. Daniel
City Clerk

State of South Carolina

County of (_____)

SCAMPS Membership Agreement

WHEREAS, The South Carolina Association of Municipal Power Systems ("SCAMPS") is an unincorporated non-profit organization established to protect and advance the collective interests of municipal electric utilities in South Carolina; and

WHEREAS, twenty of South Carolina's twenty-one municipal electric utilities currently participate as members of SCAMPS; and

WHEREAS, SCAMPS exists to provide mutual aid, legislative advocacy, regulatory agency coordination, public relations programs, conference/meeting facilitation, and training to support municipal electric utilities; and

WHEREAS, SCAMPS has historically operated as an affiliate of the Municipal Association of South Carolina ("MASC"), and the SCAMPS Board desires to continue this affiliation as defined through a revised services agreement; and

WHEREAS, the (____ City or CPW _____) desires to maintain its membership in SCAMPS; and,

NOW, THEREFORE, (____ City or CPW _____), by and through its duly authorized representative, agrees to the following, policies, terms and conditions:

Governance and Policy. The Board of Directors shall have such powers as ordinarily incident to a Board of Directors, including general supervision and control of SCAMPS. The Board may adopt by-laws, rules, or practices and procedures to govern its internal affairs. The Board shall be empowered to determine all questions of policy and is authorized to represent and advance any such policies as the collective position of the member municipal electric utilities.

The Board is authorized and intends to contract with MASC (a) to employ a Program Manager assigned to provide services to SCAMPS under contract and (b) to provide other limited support services, including accounting, communications, event/training planning and execution, member services, and legislative advocacy as defined in a services agreement (the "Services Agreement"). The initial term of the Services Agreement shall extend through December 31, 2026.

The Program Manager shall serve as the primary spokesperson for SCAMPS and shall be and is hereby authorized to represent SCAMPS in public communications of SCAMPS, including without limitation with respect to the organization's position on issues affecting one or more SCAMPS members. With respect to transactions or negotiations between SCAMPS and MASC, however, the Program Manager's authority to act on behalf of or bind either entity shall be subject to approval by the SCAMPS Board of Directors or MASC's executive leadership, as applicable.

Membership Benefits. Through its Board and contracted services, SCAMPS will support member municipal electric utilities and add member value in the following areas:

1. mutual aid assistance,
2. legislative advocacy,
3. member communications,
4. public relations programs,
5. conference/meeting facilitation,
6. training programs for municipal electric utilities,
7. limited technical assistance,
8. annual education programs, and
9. legal assistance.

Annual Service Fee. Each of the undersigned agrees to pay SCAMPS an Annual Service Fee (See Exhibit A) for the first year and then annually as established by SCAMPS Board.

The Annual Service Fee calculation shall be based on three components: Meter Share (33.33%), Revenue Share (33.33%), and Equal Share (33.33%). Regardless of the fiscal years of the respective members, the Annual Service Fee shall be calculated based on a calendar year.

- (a) The Meter Share will be calculated by dividing the total number of meters of each SCAMPS member (as reported to the Energy Information Administration (EIA)) as of the last day of the immediately preceding calculation period by the total number of meters of all the SCAMPS members as of the same date to produce a pro rata share of all existing meters. The pro rata share shall then be multiplied by 33.33% of the total budgeted costs of the SCAMPS organization.
- (b) The Revenue Share will be calculated by dividing the total annual revenues of each SCAMPS member (as reported to the EIA) during the immediately preceding calculation period by the total annual revenues of all the SCAMPS members during the same calculation period to produce a pro rata share of all existing revenues. The pro rata share shall then be multiplied by 33.33% of the total budgeted costs of the SCAMPS organization.
- (c) The Equal Share charge is capped at \$1,200.00 for all SCAMPS members with 2,500 or fewer electric meters. For those SCAMPS members above 2,500 electric meters, the Equal Share charge will be calculated by i) multiplying the total budgeted cost of the SCAMPS organization by 33.33%, ii) then subtracting the total Equal Share charges from capped Equal Share SCAMPS members, iii) then dividing the remaining balance of the cost by the remaining number of non-capped Equal Share SCAMPS members.

For each calculation period, SCAMPS shall promptly calculate and invoice the Annual Service Fee for each SCAMPS member as set forth above. The components of the Annual Service Fee will be evaluated annually and presented to the SCAMPS Board of Directors for review. To the extent practicable SCAMPS will bill the Annual Service Fee to its members on the first business day of each February. The SCAMPS members shall have 45 days from the invoice date to pay.

The obligation to pay the Annual Service Fee shall be deemed an unconditional obligation of each member and shall be payable by each member, notwithstanding any such member's earlier termination of its membership in SCAMPS, through the expiration of the initial term of the Services Agreement on December 31, 2026. If the Services Agreement is extended or renewed for a term extending beyond December 31, 2026, SCAMPS and the member shall renegotiate in good faith to extend the term of this unconditional obligation to pay in light of the extended or renewed term of the Services Agreement.

For 2024, the Annual Service fee for all members will be phased in and subsidized with existing SCAMPS funds (See Exhibit B).

Designated Representatives. The member agrees to designate a primary and alternate contact/representative for their utility, provide accurate contact information, and promptly report changes to SCAMPS' program manager.

Member Duties. Each of the undersigned members acknowledges that membership in SCAMPS requires specific duties and obligations by the member and SCAMPS. Each member agrees to abide by the terms of SCAMPS Constitution and Bylaws and to support SCAMPS in its mission by, at a minimum, actively participating in mutual aid, legislative initiatives, public relations programs, and training and education programs and by making timely payment of its Annual Service Fee.

Each member further agrees to provide timely and accurate responses for data requests from federal and state regulatory agencies or from other sources necessary to support SCAMPS' mission and to furnish copies to the SCAMPS Program Manager for preparation of consolidated responses, including but not limited to:

- State Energy Office – Municipal Data Request,
- State Energy Office – Solar Data Request,
- State Energy Office – Demand Side Management Data Request,
- Southeastern Power Administration Data,
- Annual Mutual Aid Handbook, and
- Annual Energy Information Administration - Report 861 (within 30 days of the federal deadline)

Liability. The undersigned member releases SCAMPS from any liability, loss, expense, attorneys' fees, or claims for injury or damages that the member might incur while participating as a member of SCAMPS. Further, the undersigned member agrees that SCAMPS cannot guarantee any results for its membership.

Privacy. Except as required by applicable law or court order, or as officially requested by a federal or state regulatory agency, SCAMPS will not share any contact or privileged information about the undersigned member with other members, non-members or any third parties.

Membership Terms. The SCAMPS' Board shall be vested with the authority to accept new Members and/or terminate membership. SCAMPS may terminate the undersigned's membership in SCAMPS for violation of any of the terms and conditions of this agreement. The undersigned member may terminate

its membership at any time and for any reason, provided that notice of termination is received no later than 365 days in advance of the annual renewal date of January 1.

The member acknowledges that the termination of membership by either party shall result in the immediate termination of all services provided by SCAMPS to the terminated member, including eligibility to receive mutual aid through SCAMPS or its partners.

The undersigned represents and warrants that he/she has the authority to bind the (____ City or CPW_____) and by signing below, the undersigned confirms that he/she has read, understood, and agree to the terms and conditions outlined in this agreement

_____ (Member Utility Name)

_____ (Member Representative's Name)

By:_____ (Member Representative's Signature)

Title:_____ (Member Representative's title)

Date _____

SOUTH CAROLINA ASSOCIATION OF MUNICIPAL POWER SYSTEMS

By:_____

Title:_____

Date _____

SERVICES AGREEMENT

Between

The Municipal Association of South Carolina

and

The South Carolina Association of Municipal Power Systems

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023 by and between The Municipal Association of South Carolina (the "Association"), a South Carolina non-profit corporation, and the South Carolina Association of Municipal Power Systems ("SCAMPS"), an unincorporated non-profit South Carolina Association. The Association and SCAMPS are collectively referred to as the "Parties" in this Agreement, or they may be individually referred to as a "Party" in this Agreement.

RECITALS

WHEREAS, SCAMPS is comprised of twenty (20) members located in the State of South Carolina, with those members consisting of the following: the City of Abbeville, Bamberg Board of Public Works, City of Bennettsville, City of Camden, City of Clinton, Town of Due West, Easley Combined Utilities, Gaffney Board of Public Works, City of Georgetown, Greenwood Commissioners of Public Works, Laurens Commission of Public Works, McCormick Commission of Public Works, City of Newberry, Orangeburg DPU, Town of Prosperity, City of Rock Hill, Seneca Light & Water, City of Union, City of Westminster, and Town of Winnsboro (collectively "SCAMPS Members" or "Members");

WHEREAS, the Association serves the state's 271 incorporated municipalities. The Association is dedicated to the principle of its founding members: to offer the services, programs and tools that provide municipal officials the knowledge, experience, and tools to efficiently and effectively operate their municipalities;

WHEREAS, the purpose of this Agreement is to identify the Services (defined below) that the Association will provide to SCAMPS, to identify the consideration that SCAMPS will provide in exchange for the Services, and to address other matters concerning the relationship between the Parties;

NOW, THEREFORE, for and in consideration of the promises set forth in this Agreement, the Parties agree as follows:

1. **Recitals.** The above Recitals are incorporated herein and are made part and parcel of this Agreement.
2. **The Association's Obligations.** The Association agrees to provide the following Services to SCAMPS (collectively "the Services").

- a. Principal Place of Business for the Association. The Association's offices, located at 1411 Gervais Street, Columbia, South Carolina, shall serve as SCAMPS's principal place of business. All correspondence and communications to and from SCAMPS are to be directed through the Association office on a daily basis.
- b. Meeting Space. The offices of the Association shall serve as a central meeting facility for SCAMPS unless otherwise approved by the SCAMPS Board and the Association. SCAMPS acknowledges that the Association's office is frequently used for meetings by and among the Association and its members, affiliate organizations, customers, and vendors. SCAMPS shall provide reasonable advance notice to the Association of any SCAMPS meeting, function, or event to be held at the Association's offices and will cooperate in good faith with the Association in scheduling an appropriate time and meeting place within the Association's office.
- c. Records. The Association shall provide physical space for SCAMPS to keep its financial and membership records. The Association will provide commercially reasonable measures to protect the physical security, integrity, and accessibility of such records, but shall not be liable for any destruction of or damage to such records for reasons beyond the reasonable control of the Association. SCAMPS agrees that the Association is not responsible for the safe keeping of any of SCAMPS' data, documents, materials, money, information, records, or other things (whether tangible or intangible) physically maintained outside the Association's place of business.
- d. SCAMPS Program Manager. The Association shall employ a Program Manager to manage, provide or oversee the delivery of the services defined in this Agreement and serve as secretary to the SCAMPS Board of Directors ("SCAMPS Board"). The Executive Director of the Association or his designee ("the Association ED"), in coordination with the SCAMPS Board, shall prepare a job description and notice for a SCAMPS Program Manager position and advertise, screen and develop a short list of candidates for the position. The Association ED shall select the SCAMPS Program Manager with the advice and consent of the SCAMPS Board. The Program Manager shall be an employee of the Association and report to the Association ED, who will provide direction as required based on the strategic and operational work plan established by the SCAMPS Board. The Association ED shall conduct an annual employee performance review of the SCAMPS Program Manager in the same manner as other Association employees. As part of the review process, the Association ED shall seek and afford reasonable deference to input from the SCAMPS Board. However, the Parties acknowledge that the Association shall retain the sole authority for employment matters related to the Program Manager, including standards of conduct and decorum; performance evaluations; hours of work, methods of availability, and required reporting to the Association; compensation, eligibility for bonuses, cost-of-living adjustments, and merit-based adjustments; and disciplinary actions, up to and including

termination of employment. The parties hereto agree that in the event of a dispute arising over the continued employment by the Program Manager, the ED and SCAMPS Board will work collaboratively to determine whether the Program Manager shall remain in the Association's employ.

- e. Mutual Aid. After execution of this Agreement, the parties shall develop a succession plan to transition management and coordination of the current mutual aid program from oversight by the City of Rock Hill to the SCAMPS Program Manager. The plan shall provide for transferring the extensive knowledge and experience acquired by Rock Hill staff during the period the city has generously provided mutual aid coordination for SCAMPS. Upon completion of the transition period, the SCAMPS Program Manager shall assume primary responsibility for the mutual aid program.

- f. Reasonable Support Services. In addition to the services of the Program Manager, the Association shall provide reasonable but limited support services, which may consist of the following
 - i. Administrative Services
 - 1. routine document preparation,
 - 2. collecting data through surveys on topics of interest and at the request of SCAMPS,
 - 3. maintaining and updating information in the SCAMPS Mutual Aid Directory,
 - 4. planning, scheduling, and developing programs and agendas for regular and special meetings of SCAMPS,
 - 5. drafting, typing, and addressing notices and announcements of SCAMPS programs or meetings,
 - 6. maintaining the membership database,
 - 7. coordinating room accommodations, and
 - 8. taking, preparing, and distributing minutes of meetings.

 - ii. Meeting, Event and Training Services.
 - 1. researches and recommends venues for holding meetings, events and training sessions,
 - 2. negotiates contracts with venues, entertainment, and transportation,
 - 3. prepares detailed meeting specifications and logistics, including catering needs, meeting room assignments, audio-visual needs, and exhibit set-up,
 - 4. researches and secures speakers,
 - 5. solicits and coordinates all exhibitor and sponsor activities,
 - 6. oversees the marketing, registration process and execution of all meeting logistics, and

7. prepares and submits vouchers for payment of invoices for venues, speakers, and vendors.
- iii. Financial Services. The Association shall keep and maintain the financial records of SCAMPS. Financial Services may consist of the following
 1. billing and collecting dues from SCAMPS Members,
 2. paying accounts chargeable to SCAMPS,
 3. receiving and depositing SCAMPS funds,
 4. preparing financial statements and reports,
 5. other routine bookkeeping functions,
 6. preparing and filing income tax returns,
 7. preparing for and coordinating an annual independent financial audit, and
 8. recommending investment options and managing investments approved by the SCAMPS Board.
 - iv. Lobbying. As part of the Association's Advocacy Initiatives and through its existing advocacy staff, the Association shall represent the collective interests of municipal electric utilities expressed through the policy positions of the SCAMPS Board. In the rare case that the policy position of SCAMPS conflicts with the position of the Association, the Association shall promptly declare the conflict and notify the SCAMPS Board of the need to retain advocacy support outside of this Agreement for the duration of the conflict. In the event of a legislative issue affecting SCAMPS that requires extraordinary resources and time commitments beyond the capability of Association staff, the Association shall notify the SCAMPS Board of the need for SCAMPS to seek supplemental lobbying services outside of this Agreement. The Association would continue to support and coordinate with SCAMPS and any contractor retained by SCAMPS on the legislative issue(s).
3. SCAMPS Obligations. For and in consideration of the services defined in this Agreement, SCAMPS Board agrees to the following provisions:
 - a. Corporate Resolution. By January 1, 2024, SCAMPS shall deliver a Corporate Resolution to the Association signed by all SCAMPS Members. The Corporate Resolution shall authorize SCAMPS to enter into this Agreement and that SCAMPS Members agree to be bound by and responsible for this Agreement in the same manner as SCAMPS. The Corporate Resolution shall include or be accompanied by documentary proof, reasonably acceptable to the Association, from each SCAMPS Member that the person signing on behalf of such Member has been authorized by the Member's code of ordinances or other governmental action to bind the Member to the resolution.

- b. Annual Payment for Services. The SCAMPS annual payment shall have two components: (i) the direct cost of providing the services of the Program Manager, and (ii) the indirect costs incurred by Association staff in providing support services to SCAMPS. It is understood and agreed upon that the initial direct cost to SCAMPS for the Association to provide the services of the Program Manager to SCAMPS, according to this Agreement, is \$175,000 per year, payable to the Association in quarterly installments. The indirect costs shall be calculated according to subsection (c) below. The annual payment shall be calculated based on a calendar year, commencing on January 1, 2024. Quarterly payments shall be due on each January 1, April 1, July 1, and October 1.

No later than December 1, 2024, and then no later than December 1 of each year during the term, the Association shall prepare and present an estimated cost for the Program Manager and support services to the SCAMPS Board for approval. Approval of the recommended budget by the SCAMPS Board shall bind SCAMPS to the payment of the budgeted amount. In the event that the Program Manager position is vacant and the Association fails to substitute professional staff with the approval of the SCAMPS Board to fulfill the responsibilities, the annual payment for services shall be prorated by multiplying the total compensation to be paid to the Program Manager during such annual period by a fraction, (i) the numerator of which is the total number of weeks in which professional staff approved by the SCAMPS Board is available to fulfill the responsibilities described herein during such annual period, and (ii) the denominator of which is 52 weeks.

- c. Expenses. The SCAMPS Board agrees to appropriate funds annually in its budget for reasonable expenses in support of the Program Manager for travel, training, professional dues, supplies, printing, postage and other reasonable and customary expenses incurred by the Association's staff in direct support of SCAMPS meetings, training or other events. The Program Manager shall be authorized to determine the required support level and charge these expenses to the SCAMPS budget subject to the financial policies and appropriations approved by the SCAMPS Board.
- d. Board Meetings and Communications. The SCAMPS Board acknowledges and agrees that the Program Manager, as manager of SCAMPS and Board Secretary, shall be included as a recipient or copied on all correspondence, regardless of electronic or written form, and notified of and allowed to attend all gatherings of a quorum of the SCAMPS Board, whether such gathering be held electronically, in person, concurrently, sequentially, serially, or by exchange of emails, texts, or other virtual communications. The only exception to this provision is privileged communications related to, or gatherings of a quorum of the SCAMPS Board held in a properly called executive session for, the sole purpose of evaluating or discussing the performance of the Program Manager. In such cases, the SCAMPS Board shall notify the Association ED of the time and location of the meeting and

the subject matters to be discussed, and shall allow the Association ED to attend and participate in such gathering of a quorum of the SCAMPS Board.

- e. Indemnification; Disclaimer of Liability. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising the performance of this agreement, but only in proportion to and the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omission of the indemnifying party, its officers, agents or employees; provided that neither the Association nor its officers, agents, or employees shall be liable (whether under this section or otherwise) for recommendations, actions, courses of conduct, or discretionary determinations of the Program Manager that have been approved, ratified, confirmed, or directed by the SCAMPS Board. The parties hereby agree that under no circumstance shall the indemnifying party, its directors, officers, agents, employees or members be liable to the other party or its directors, officers, agents, employees or members for any indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) arising out of or based upon the Association's services hereunder the performance of this agreement. The Association acknowledges and agrees that the obligations of SCAMPS under this provision are an obligation of SCAMPS and not its members; that such obligations shall be limited to the lawful funds of SCAMPS; and that SCAMPS has no right to and shall not make capital calls on or expense requests to its members to satisfy any obligations under this section.
- f. Term of Agreement, Termination of Agreement. This Agreement shall last for a duration of three (3) years beginning January 1, 2024 and ending December 31, 2026. Either Party may terminate this Agreement prior to December 31, 2026 for any reason by providing the other Party with three hundred sixty-five (365) days advance written notice prior to the termination date.
- g. Waiver of Right to Jury Trial. Should any question arise regarding the breach of this Agreement, or should one of the Parties attempt to enforce this Agreement, each Party expressly waives any right to a jury trial on any issues/claims in dispute and hereby agrees that any and all disputed issues/claims shall be determined by a single judge.
- h. Governing Law, Jurisdiction, & Exclusive Venue. This Agreement was made and entered into in Richland County, South Carolina. This Agreement shall be construed and governed by the laws of the State of South Carolina. The Parties agree that the proper venue for any legal disputes shall be either the United States District Court for the District of South Carolina, Columbia Division (if diversity jurisdiction and the amount in controversy are satisfied) or the Richland County Court of Common Pleas in Columbia, South Carolina. By virtue of signing this

Agreement, the Parties submit to jurisdiction in either of the Courts identified in this Paragraph.

- i. Headings. Section headings are for convenient reference only and shall not affect the meaning or have any bearing on interpreting any provision of this Agreement.
- j. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties pertaining to this subject matter and supersedes all prior or contemporaneous agreements, undertakings, and understandings of the Parties in connection with the subject matter hereof, and it may be modified or amended only in writing duly signed by the Parties.
- k. Partial Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- l. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.
- m. No Inferences Against Author. No provision of this Agreement shall be interpreted against any Party because such Party, or its legal representative, drafted such provision.

[Signatures on following page]

IN WITNESS WHEREOF, the fully authorized agents of the Association and SCAMPS have executed this Agreement on the day, month and year first above.

SOUTH CAROLINA ASSOCIATION OF
MUNICIPAL POWER SYSTEMS

MUNICIPAL ASSOCIATION OF SOUTH
CAROLINA

By: _____
Its:

By: _____
Its: