



Special Called Meeting of County Council Beaufort County, SC

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

**Monday, September 11, 2023
11:00 AM**

AGENDA

COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN
DAVID P. BARTHOLOMEW
LOGAN CUNNINGHAM
YORK GLOVER
MARK LAWSON
ANNA MARIA TABERNIK

LAWRENCE MCELYNN, VICE CHAIR
PAULA BROWN
GERALD DAWSON
ALICE HOWARD
THOMAS REITZ

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. PUBLIC HEARING RELATED TO AN EMPLOYEE REGULATED BY COUNTY COUNCIL (ERIC GREENWAY) PURSUANT TO SOUTH CAROLINA CODE OF LAWS SECTION 4-9-620
6. ADJOURNMENT

**TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND
BACKUP PACKAGES, PLEASE VISIT:**

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>

JULY 28, 2023

**NOTICE OF REMOVAL AND
TERMINATION WITH CAUSE**

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX

100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.beaufortcountysc.gov

JOSEPH F. PASSIMENT, JR.
CHAIRMAN

LAWRENCE MCELYNN
VICE CHAIRMAN

COUNCIL MEMBERS

DAVID BARTHOLOMEW
PAULA BROWN
LOGAN CUNNINGHAM
GERALD DAWSON
YORK GLOVER, SR.
ALICE G. HOWARD
MARK LAWSON
THOMAS REITZ
ANNA MARIA TABERNIK

JOHN ROBINSON
INTERIM COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

July 28, 2023

SENT VIA CERTIFIED MAIL
7012 1640 0001 1099 6951
RETURN RECEIPT REQUESTED

Mr. Eric Greenway
1707 Palmetto Drive
Beaufort, South Carolina 29902

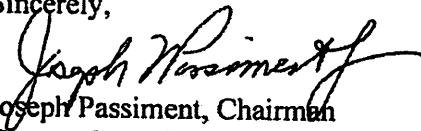
RE: Notice of Removal and Termination with Cause

Dear Mr. Greenway:

Enclosed please find a Notice of Removal and Termination with Cause which was signed by Chairman Passiment on July 28, 2023, and which is effective immediately.

A representative of the County will be in touch next week to arrange the delivery of your personal items.

Sincerely,



Joseph Passiment, Chairman
County Council of Beaufort County

JP/klc
Enclosure

cc: John Robinson, Interim County Administrator (via email only-w/encl.)
Thomas J. Keaveny, II, County Attorney (via email only-w/encl.)
Brittany L. Ward, County Attorney (via email only-w/encl.)
Katherine Mead, Director, Human Resources (via email only-w/encl.)

NOTICE OF REMOVAL AND TERMINATION WITH CAUSE

By vote of the Beaufort of County Council on July 28, 2023, your employment is hereby terminated with cause pursuant to Section 11 of your Employment Agreement (“the Agreement”) dated June 14, 2021. The reasons for your termination are failing, refusing, and neglecting the proper performance of your duties and functions as required by Sections 2 and 11 of the Agreement and S.C. Code § 4-9-630. In accordance with the Agreement, you are not entitled to any further remuneration from the County other than your salary through the date of this letter. You will be paid according to Section 11 of the Agreement for your compensation and benefits accrued but yet unpaid as of the date of your termination.


Joseph Passiment, Chairman
Beaufort County Council
July 28, 2023



BURTON
11 ROBERT SMALL'S PKWY STE C
BEAUFORT, SC 29906-9998
(800) 275-8777

07/28/2023 03:40 PM

Product Qty Unit Price

First-Class Mail® Letter	1		\$0.66
Beaufort, SC 29902 Weight: 0 lb 0.60 oz Estimated Delivery Date Mon 07/31/2023			
Certified Mail®			\$4.35
Tracking #:	7012164000110996951		
Return Receipt			\$3.55
Tracking #:	9590 9402 6559 1028 6575 50		
Total			\$8.56

Grand Total: \$8.56

Credit Card Remit \$8.56

Card Name: VISA
Account #: XXXXXXXXXX6117
Approval #: 020730
Transaction #: 431
AID: A000000031010 Chip
A.: VISA CREDIT
PIN: Verified

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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<https://informeddelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
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Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

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Beaufort, SC 29902

OFFICIAL USE

Postage	\$4.35	0660
Certified Fee	\$3.55	03
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$8.56	07/28/2023

Sent To

Mr. Eric Greenway
1707 Palmetto Drive
Beaufort, SC 29902

Street, Apt. No.
or PO Box No.
City, State, ZIP

PS Form 3800, August 2005

See Reverse for Instructions

7012 1640 0001 1099 6951

UFN: 450521-0660
Receipt #: 840-53100036-1-6743734-1
Clerk: 03

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

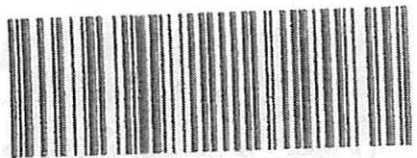
Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

Sent to
Mr. Eric Greenway
1707 Palmetto Drive
Beaufort, SC 29902

PS Form 3800, August 2005 See Reverse for Instructions

7569 6607 7000 0497 2702
7569 6607 7000 0497 2702



CERTIFIED MAIL™
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

X B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type

Adult Signature Restricted Delivery Priority Mail Express®

Certified Mail® Registered Mail™

Collect on Delivery Restricted Delivery Signature Confirmation™

Insured Mail (over \$500) Registered Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- 1. Article Addressed to:
 - Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

Mr. Eric Greenway
1707 Palmetto Drive
Beaufort, SC 29902



9590 9402 6559 1028 6575 50

Article Number (Manufacturer's Item #)
7012 3640 0003 1099 6951

PS Form 3811, July 2020 PSN 7530-02-000-9053

USPS TRACKING #



9590 9402 6559 1028 6575 50

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Brenna Owens, Sr. Admin. Assistant
Beaufort County Council
PO Drawer 1228
Beaufort, SC 29901-1228

AUGUST 3, 2023
REQUEST FOR PUBLIC
HEARING

Eric L. Greenway
1707 Palmetto Drive,
Beaufort, SC 29902
843-499-2413

August 3, 2023

Brittany L. Ward, Esq.
County Attorney
Beaufort County
Post Office Drawer 1228
Beaufort, SC 29901-1228
bward@bcgov.net

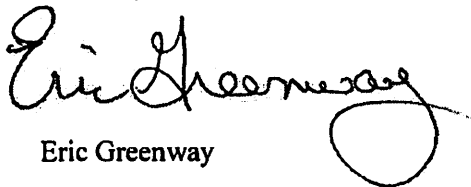
Re: Request for Public Hearing

Dear Ms. Ward,

On August 2, 2023, I received, via certified mail, Notice of Removal and Termination for Cause, which notified me that my employment with Beaufort County was terminated effective immediately for “failing, refusing, and neglecting the proper performance” of my duties and functions as a county administrator. I respectfully disagree with these stated reasons for termination with cause. As such, please allow this letter to serve as my written request for a public hearing as outlined in Section 4-9-620. It is my understanding that my removal will be stayed pending the decision at the public hearing.

Please let me know when the public hearing will be scheduled and any other details I may need regarding that hearing.

Sincerely,


Eric Greenway

AUGUST 14, 2023
NOTICE OF REMOVAL AND TERMINATION
WITH CAUSE WITH SPECIFIC REASONS
FOR TERMINATION

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD

JOSEPH F. PASSIMENT, JR.
CHAIRMAN

LAWRENCE MCELYNN
VICE CHAIRMAN

COUNCIL MEMBERS

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MARK LAWSON
THOMAS REITZ
ANNA MARIA TABERNIK

POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.beaufortcountysc.gov

JOHN ROBINSON
INTERIM COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

August 14, 2023

VIA HAND-DELIVERY AND
CERTIFIED MAIL
7012 1640 0001 1099 6975
RETURN RECEIPT REQUESTED

Mr. Eric Greenway
1707 Palmetto Drive
Beaufort, South Carolina 29902

RE: Notice of Removal and Termination with Cause with Specific Reasons for Termination

Dear Mr. Greenway:

Enclosed please find a letter setting forth specific reasons of your termination. If you have any questions, please contact the County Attorney for Elected Officials, Boards and Commissions, Thomas J. Keaveny, II.

Sincerely,


Joseph Passiment, Chairman
County Council of Beaufort County

JP/klc
Enclosure

cc: John Robinson, Interim County Administrator (via email only-w/encl.)
Thomas J. Keaveny, II, County Attorney (via email only-w/encl.)
Brittany L. Ward, County Attorney (via email only-w/encl.)
Katherine Mead, Director, Human Resources (via email only-w/encl.)
Derwood L. Aydlette, III, Esq. (via email only-w/encl.)

SPECIFIC REASONS FOR TERMINATION

(Pursuant to S.C. Code § 4-9-620)

TO: Eric Greenway, Beaufort County Administrator

FROM: Joseph Passiment, Chairperson, Beaufort County Council

DATE: August 14, 2023

On July 24, 2023, you were placed on administrative leave by Beaufort County Council based on information we had available to us at that time. On July 28, 2023, Council voted unanimously to remove you from your position as County Administrator with cause for failing, refusing, and neglecting the proper performance of your duties and functions as required by Sections 2 and 11 of your Employment Agreement and S.C. Code § 4-9-630. That decision was based on information Council had available on July 24 and additional information Council received later that week prior to its July 28 vote.

The purpose of this letter is to give you specific reasons of termination to allow you to fashion a response in a public hearing if you choose. Council previously set your S.C. Code §4-9-620 public hearing for August 28th. However, if you would like additional time to prepare for that public hearing to address the specific reasons of termination which are set forth below, you may request additional time within five days of receiving this letter. If you request additional time, the hearing will be postponed until September 11, 2023. The specific reasons for your termination will be made public at your hearing.

In accordance with Council's duties under the statute, the specific reasons for your termination are as follows:

1. ELEMENTZAL LLC CONTRACT

On January 9, 2023, you entered into a contract for professional services with Elementzal LLC. The contract says it is an "agreement for the opioid public education campaign". It provides that the company "will provide services to the County subject to the direction and supervision of the Beaufort County Administrator" rather than to a department such as Beaufort County Alcohol and Drug Abuse Department or to an Assistant County Administrator.

Council understands that Elementzal LLC filed Articles of Incorporation with the South Carolina Secretary of State on December 15, 2022, just twenty-five (25) days before you entered into the contract. The company's organizer is listed as Angela Hassinger. Council understands you had a social relationship with Ms. Hassinger and her former sister-in-law, Lisa Lynch, during this time and that this social relationship continued at least until the

evening of May 6, 2023. Ms. Lynch's relationship to Elementzal is not yet fully known to the County. Elementzal has invoiced the County for work attributed to Ms. Lynch. The Elementzal website identifies Ms. Lynch as a co-founder and part of a "team of experienced consultants."

Council has reviewed the County's procurement file on this contract. It appears that in a period of just thirty days between February 28, 2023, and March 30, 2023, you approved three non-itemized bills for professional services totaling \$35,543.75.

- a. Based on Council's investigation to date, it appears to Council that you violated several provisions of Beaufort County's Purchasing Ordinance, its Procurement Regulations, Processes and Guidance for Employees, and payment practices when, as County Administrator, you entered into the contract with Elementzal LLC, and you authorized payment of expenses incurred by Ms. Hassinger and Ms. Lynch. The following is a list of code provisions, procurement regulations, and practices that Council concludes you violated and the manner in which you violated them.
- b. **Code of Ordinances Section 2-505.** (Statement of policy) Subsection (a) requires use of a centralized purchasing system. Subsection (b) states that "[a]ll public purchases should be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest. Toward that end, it shall be the policy of the county council that, whenever practical, goods and services required by county agencies should be procured through competitive bidding."
- c. **Code of Ordinances Section 2-542.** (Architect-engineer, construction management, land surveying and other professional services) This section applies specifically to contracts for professional services, such as the one with Elementzal. Subsection (a) provides that "when the contract/purchase order amount is expected to be \$25,000 or more, it is the policy of the county to publicly announce all requirements for professional services and to negotiate such contracts based on demonstrated competence and qualifications at fair and reasonable prices." The initial purchase order for the Elementzal contract was \$50,000. In entering into the contract with Elementzal on January 9, 2023, you violated both requirements of this section (public announcement and negotiations based on demonstrated competence/qualifications).
- d. **Code of Ordinances Section 2-518.** (Sole source procurement) This section creates an exception to the general rule which requires competitive bidding of contracts with Beaufort County. It provides that "[a] contract may be awarded without competition when the purchasing director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item." It further provides that "[t]he

purchasing director shall conduct negotiations, as appropriate, as to price, delivery, and terms.”

- e. You entered into the contract with Elementzal on January 9, 2023, without complying with any of these code sections. This contract should have been bid out pursuant to Section 2-505 and Section 2-542. It was not. Further, there was not, at the time you entered into the contract, a determination by the purchasing director, in writing or otherwise, after conducting a good faith review of available sources, that Elementzal was the only source for the required service as required by Section 2-518. Our investigation to date reveals that the purchasing director was not even made aware of the contract until early March 2023, almost 60 days after you entered into the contract, and after Elementzal alleges to have performed services totaling \$20,075 in value. (Invoices for January in the amount of \$9,762.50 and February in the amount of \$10,312.50.)
- f. Additionally, it is clear to Council, after reviewing the contract and Elementzal’s website, that Elementzal is not in the business of providing consulting services regarding the development of opioid education and marketing. The company identifies itself as “an independent strategic growth consulting firm” that “helps grow our clients’ business”. There was never a proper written “determination” under Section 2-518 that Elementzal qualifies as a contractor for opioid public education at all, much less as a sole source contractor for these services.
- g. Your actions violated the “negotiation” provision of Section 2-518 as well, assuming it applied. As indicated above, after properly determining in writing that there is only one source for the required service, the purchasing director is then required to conduct negotiations with the vendor to achieve the greatest economy for the taxpayer. By the time the purchasing director became aware of the contract, the County was already obligated to compensate Elementzal at a rate of \$275 per hour thereby preventing him from carrying out his duties.
- h. **Code of Ordinances Section 2-522.** (Purchase order required) This section provides that “[a]ny purchase made with county funds shall be recorded on a purchase order bearing the quantity of each item to be purchased.” The purchase order for this contract is dated March 2, 2023, again, almost two months after the contract was entered into and after the contractor had billed and unbilled time in the amount of \$20,075. This is not in keeping with the County’s code.
- i. **Beaufort County’s Procurement Regulations, Processes and Guidance for Employees.** The County’s current procurement regulations and processes were adopted in January 2022, during your term in office.

- i. **Section 2-100.4** provides that “[t]he County Administrator may execute any contract on behalf of Beaufort County *subject to* approval as to form by the County Attorney’s Office.” The County Attorney’s Office did not see or approve the contract before you signed it. But Section 2-100.4 goes even further. It states, “it shall be the County Administrator’s *duty to ensure* that all County contracts are procured in compliance with the requirements of Beaufort County Procurement Rules and Regulations, as written by the Procurement Director and approved by the County Attorney ...”. Again, the County Attorney’s Office didn’t see this contract until May 2023.
- ii. **Section 2-100.7** provides that the County Attorney’s office “*must review and approve all contracts that exceed \$15,000 as to form.*” Again, this did not occur.
- iii. **Section 2-200.1** provides that “[*a*]ll contracts over \$15,000 *must be reviewed and approved by Legal and Procurement before* the contract is signed by both parties.” Neither the legal department nor the purchasing department reviewed or approved the Elementzal contract before it was signed by both parties on January 9, 2023.
- j. **Compensation to independent contractors to attend professional conferences.** Council has learned that at your instruction Beaufort County paid for Angela Hassinger and Lisa Lynch, the latter prior to the commencement of her employment with the County, to attend a professional conference in Atlanta after being told that the County does not pay for independent contractors to attend such conferences. The County paid registration fees in the amount of \$1,750, airline tickets and baggage claims in the amount of \$1,010.59, and hotel expenses in the amount of \$782. The County also paid Ms. Hassinger and Ms. Lynch a “flat fee for Rx Summit Time” of \$3,000 (as appears on the invoice for the month of April).

Council has reviewed text messages between you and Angela Hassinger/Lisa Lynch. Based on these messages, the numerous violations of the County’s Code of Ordinances, Procurement Regulations, and its policies and procedures (including the ways in which you violated them), and your departure from established practices, Council has concluded that the violations which are set forth above were not merely accidental, they were intentional and they constitute a breach of your contract of employment with Beaufort County. The ordinances you violated are “lawful directives of the Council passed in open, public meetings of Council which do not conflict with or invade the responsibilities and authority conferred on [you] by the South Carolina Constitution or Code of Laws.” As such, your actions constitute cause under your contract.

2. LISA LYNCH EMPLOYMENT

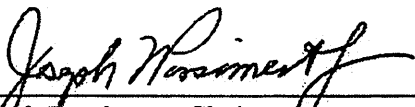
In February 2023 you submitted a job description to the Beaufort County Human Resources Department for a position entitled Wellness Director. On April 6, 2023, you executed an employment offer letter to Ms. Lisa Lynch for the position of Wellness Director. Although it is not clear whether you fully complied with Beaufort County's hiring process from a technical perspective, it is clear that you did not comply with the spirit of the hiring process.

It appears to Council, largely verified through your own text messages, that you intentionally created a position for Ms. Lynch, structured it for reporting purposes in a way that sheltered her from the requirements of productivity, and then hired her - a woman with whom you had a prolonged personal relationship. Specifically, you provided Ms. Lynch with a six-figure salary. At your direction, and contrary to the way the position was originally structured, she was made to report directly to you. It is Council's understanding that staff ultimately determined that this position should have been overseen by the Human Resources Department.

After a falling out with Ms. Lynch, several days after she started work, you texted her on a Saturday night stating that she was "now just an employee of Beaufort County", implying that prior to the falling out you considered her to be something more than that, something superior to, or more important than, other County employees, someone who was entitled to considerations that other County employees were not entitled to receive.

Additionally, and as troubling, we have learned that when this position was created there was not a budget for it and the proper process for creating a budget for new personnel in administration was not properly followed. We have concluded that your actions were a direct reflection of your desire to provide "comfort and security" for this individual, regardless of her qualifications for the position or the value the taxpayers would derive as a result of her employment, all at the expense of the County.

BEAUFORT COUNTY COUNCIL



 Joseph Passiment, Chairman
 August 14, 2023

AUGUST 14, 2023
PROOF OF DELIVERY



Proof of Delivery

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
Re: Eric Greenway,)

AFFIDAVIT

I, Jason E. Wilson, swear that the following documents were delivered:

- 1. Sealed Envelope Containing Confidential Documents for Eric Greenway

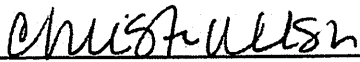
Documents were delivered to: Eric Greenway Delivery was completed on: 8/14/2023
at 11:12PM. at: 1707 Palmetto Dr. Beaufort, SC 29902. The documents were delivered
by: Jason E. Wilson.

Delivery Notes: Contact made with an adult male, who answered the door at the listed residence. He identified himself as Eric Greenway and accepted the sealed envelope without issue.

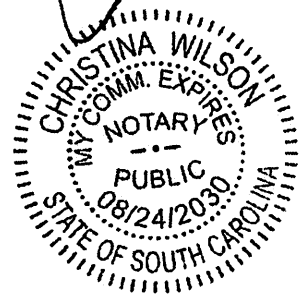


Signature of Affiant

Sworn to and subscribed before me this
14th day of August, 2023



Notary Public for South Carolina
My Commission expires: 8/24/30



AUGUST 19, 2023
REQUEST TO CONTINUE PUBLIC HEARING
UNTIL AUGUST 28, 2023

Eric L. Greenway, AICP
1707 Palmetto Drive
Beaufort, SC 29902
August 19, 2023

Mr. Tom Keaveny
Beaufort County Attorney
100 Ribaut Road
Beaufort SC, 29901

Dear Tom,

Please accept this as a request to continue/defer the public hearing on my termination from August 28th, 2023 to September 11th, 2023..

Sincerely,



Eric L. Greenway, AICP

AUGUST 21, 2023
EMAIL TRANSMITTING REQUEST TO
CONTINUE PUBLIC HEARING
UNTIL AUGUST 28, 2023

Keaveny, Thomas

From: Eric Greenway <aicp629@gmail.com>
Sent: Monday, August 21, 2023 4:35 PM
To: Keaveny, Thomas; rdukes@saxtonstump.com; Mark C. Moore
Subject: Request to Defer Public Hearing
Attachments: Consent to defer Public Hearing (2).pdf

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

Mr. Keaveny,

Please see the attached request and communicate with Mr. Moore or Ms. Dukes.

Thank You,
Eric Greenway

Sent from Mail for Windows

Eric L. Greenway, AICP
1707 Palmetto Drive
Beaufort, SC 29902
August 19, 2023

Mr. Tom Keaveny
Beaufort County Attorney
100 Ribaut Road
Beaufort SC, 29901

Dear Tom,

Please accept this as a request to continue/defer the public hearing on my termination from August 28th, 2023 to September 11th, 2023..

Sincerely,



Eric L. Greenway, AICP

SEPTEMBER 6, 2023
SIGNED DECLARATION

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT


BEAUFORT COUNTY COUNCIL

DECLARATION OF ERIC GREENWAY

1. This serves as a brief declaration in lieu of testimony in specific reference to the grounds stated for my termination. This declaration is concise by design and is not intended to describe more broadly the circumstances relating to my employment and pending separation of employment.
2. This statement is true and made to the best of my personal knowledge.
3. I did not knowingly, willfully, or intentionally violate the County's procurement ordinances.
4. I did not knowingly, willfully, or intentionally violate any directive from Council.
5. My intent, with all actions as County Administrator, was to benefit the interests of the County.
6. I have devoted my best efforts to my job as County Administrator.

Eric L Greenway

Eric Greenway

Title Urgent - 9-6-23 - Greenway - Declaration.pdf
File name 9-6-23%20-%20Gree...20Declaration.pdf
Document ID fcbe2927dd7874bed043a0a12523762c802000af
Audit trail date format MM / DD / YYYY
Status  Signed

This document was requested from app.clio.com

Document History



09 / 06 / 2023
19:05:19 UTC

Sent for signature to Eric Greenway (aicp629@gmail.com) from paul@cbphlaw.com
IP: 71.68.134.115



09 / 06 / 2023
19:07:56 UTC

Viewed by Eric Greenway (aicp629@gmail.com)
IP: 174.210.69.182



09 / 06 / 2023
19:09:35 UTC

Signed by Eric Greenway (aicp629@gmail.com)
IP: 174.210.69.182



COMPLETED

09 / 06 / 2023
19:09:35 UTC

The document has been completed.

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

BEAUFORT COUNTY COUNCIL

Re: Eric Greenway

GRIEVANT'S PRESENTATION

1. Introduction

Chairman **Passiment**, Council Members **thank you** for holding this hearing and permitting me to speak on behalf and in support of Mr. Eric Greenway. *To for holding this & this morning jobs etc* Mr. Greenway is a public servant who I respect and who I believe should not be terminated with cause.

Eric Greenway is a lifetime public servant who has served Beaufort County since January 2018.

Mr. Greenway has worked for other counties and municipalities for most of his professional career beginning with York County as a zoning assistant in 1993.

All told, he has logged 28 years working as a public servant almost entirely in planning and zoning.

Mr. Greenway is a loyal public servant and every action he took as County Administrator was, within his judgement, in furtherance of the best interests of Beaufort County's citizens.

His background, until the problems we confront today, was without reproach.

2. Scope of Presentation

In this brief presentation:

- 1) I will not make legal arguments about whether the Council has the legal right to terminate Mr. Greenway's contract based on the reasons given, and
- 2) I will not argue about whether Council complied with S.C. Code Ann. § 4-9-620 in terminating Mr. Greenway.

*Fulltime
it's
not
clear from
a (economic)
perspective
no budget
for
the
what
kind*

This does not mean that I do not have legal arguments to make; however, this hearing is simply not the time and place for me to make those arguments. Instead, my role, as Mr. Greenway's representative is to tell his side of the story.

Mr. Greenway has additionally provided a formal declaration that you all have that is concise by design to protect his interests while at the same time specifically addressing the cause cited for his termination and deny the wrongdoing attributed to him.

3. Procedural Timeline

I will begin by recounting how we got here:

- 1) Mr. Greenway was placed on administrative leave by this Council on July 24, 2023 to allow for an investigation by a third-party firm into purchasing and procurement issues spanning from 2019-2023.
- 2) The next day Ms. Lisa Lynch was terminated by the County and made allegations against Mr. Greenway and the County.
- 3) Those allegations resulted in unflattering media coverage for both Mr. Greenway and the County.
- 4) Then on July 28, 2023 (before the third-party investigation was complete) this Council moved to terminate Mr. Greenway for cause.

On August 14, 2023, Mr. Greenway was given a statement of the reasons for his termination by Council. The allegations concerning Lisa Lynch are discussed in passing on the final of five pages describing those grounds. The primary discussion concerning Ms. Lynch on that page has to do with her hire. Regardless, issues surrounding Ms. Lynch are not claimed to be contractual cause for Mr. Greenway's termination as I read your memorandum.

Instead, procurement issues at pages 1-3 concerning a contract for opioid public education, are specifically said to amount to failure to comply "with lawful directives of Council" those lawful directives referred to are said to be various procurement ordinances for the County.

I will focus on these cited issues since it is the specific contractual cause stated in your memorandum.

4. Argument

There are several indisputable realities that should be mutually acknowledged between you the Council and Mr. Greenway:

- 1) Mr. Greenway did not ask to be County Administrator. Indeed, he specifically told you that he did not want the job.
- 2) You asked him to serve. First as Acting, Then Interim, Then Full Time.
- 3) He did not claim to have knowledge of procurement and finance – quite the opposite, he specifically told you he did not have knowledge in these areas.
- 4) He did a good job by all accounts including your own.
 - a. In his evaluation you, the Council, said:
 - i. he was an "outstanding leader who has changed the way employees are perceived by the public."

- ii. “There is nothing to add to what we can do better the County is moving in the right direction.”
 - iii. “Stay the course.”
 - iv. “Under Eric’s leadership the County has steadily improved.”
- b. In an Op Ed on 11/17/22 Council Chairman Passiment wrote titled “Stability brings higher expectations in Beaufort County.”
- i. Chairman Passiment wrote: “County Administrator Eric Greenway will continue to guide our staff. After a few years of instability, the County Council has found the right person for the job. Eric has mentored the county staff to increase productivity and provide innovative ideas and creative solutions.”
 - ii. Chairman Passiment continued: “His leadership has brought together the staff, raised morale and made Beaufort County a great workplace.”
- 5) Mr. Greenway’s work was not only justifiably praised by you all, but also by the public at large for making a discernable impact in bettering the lives of working class citizens in this region as described by the January 26, 2023 Post and Courier Article titled “Beaufort and Jasper counties, municipalities get serious about affordable housing.” That article was about his work to spearhead the creation of a \$3.4 million trust fund to increase the supply of affordable housing.

I do not pretend that Mr. Greenway is perfect, or that he has not made mistakes. But I do suggest that on balance he met the expectations of his job and I respectfully contend that the decision to terminate Mr. Greenway was hasty and reactive and that it ought to be reversed.

On issues of procurement and hiring, Mr. Greenway appropriately relied on the experts hired to support him in these roles. This includes his deputy county administrator a CPA recruited specifically because Mr. Greenway acknowledged his lack of experience in public finance. This also includes the Counties Finance and Procurement Office and human resources with respect to the hire of Ms. Lynch.

The principal concern addressed to Mr. Greenway in your 8/14/23 memorandum is the hire of Elementzal, LLC to oversee opioid public education. You also cite the approval for \$35,543.75 in bills for professional services to that company. Mr. Greenway had legitimate concerns that the County should use its opioid settlement money aggressively to address the actual victims of opioid addiction. Rightly or wrongly, he was well-intended in wanting to bring a fresh perspective to bear in that fight.

In reviewing the ordinance, the following points should be made in mitigation of the wrongs alleged:

- A plain reading of ordinance 2-502 indicates that Mr. Greenway did not have a financial interest in the opioid education contract nor did an immediate family member of Mr. Greenway.
- Ordinance 2-505 does not mandate that all contracts for services must be subject to competitive bidding.
- This opioid education contract was sent to the purchasing director described by Ordinance 2-507 for review prior to approval as provided for in Ordinance § 2-508

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Furthermore, in considering the County's internal Procurement Regulations, Processes and Guidance for Employees: § 2-100.6 vests the County Administrator with authority to formally approve contracts over \$30,000.00 and sole source requirements over \$49,999.00.

Regardless of these points, Mr. Greenway never pretended to have a background in procurement. He relied on the professionals around him which is what executives are forced to do when confronted with problems and processes arising from outside of their background.

This Council had reasonable cause on July 24, 2023 to investigate these issues, but it should have allowed that investigation to run its course.

5. Conclusion

I respectfully contend to you that if there were unintentional violation of ordinances, assuming ordinances are found to have been violated (when the investigation that I understand to be ongoing is complete), then that is still not the sort of intentional insubordination discussed in the cause provision of Mr. Greenway's contract.

Mr. Greenway never willingly disregarded a lawful directive of Council. That would not be in his nature and you know that.

Mr. Greenway is imperfect as we all are. On balance though, he has been a hard-working and loyal public servant who was passionate about zoning, development and making things better for Beaufort County. He deserves a more dignified, deliberative assessment by Council, and I ask you to reconsider and reverse your decision to terminate his employment for cause.

Thank you.