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Sent: 3/24/2016 2:46:18 PM

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Subject: Re: Regarding Mr. Hulbert's Response Regarding the HHI Chamber of  
Commerce/VCB Agreement

Peter this is solid proof the Hilton head chamber contract with the town of Hilton head is null and void and was not legal. To add on top of all this are other facts and proof we have that this contract was severely corrupted by town employee Steve riley and the lawyers , as well as Chamber leaders, and 4 town council members who lied. It's now time for Mayor bennett to answer to this and show he has some power versus none under our current weak mayor , strong town manager governance system that has been going on for 20yrs and caused all this and more. This must end !!!!! I have Cced the attorney general , sled and others of interest. With all this as well as all we have gathered on corruption from informants , whistle blowers and fact allowing violations and refusal to answer to certain foia request and involvement by town employees , Steve riley , Gregg Alford , Brian Hulbert, I think we now have enough to have them all terminated and fully investigated by sc authorities.

Peter great Job !!!!!

Mayor bennett I ask you again when will this chamber contract be revisited and redone and when will Steve riley be forced to rely properly ? Or do we now need the SC Attorney General to take charge who is Cced on this email ???

Sent from my iPhone excuse all typos and misspellings

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On Mar 24, 2016, at 12:36 PM, Peter Buonaiuto <[peter@mediafeedia.com](mailto:peter@mediafeedia.com)  
<<mailto:peter@mediafeedia.com>>> wrote:

Dear Mayor Bennett, Council Members, Town Manager Riley, Staff Attorney Hulbert and Town Attorney Alford:

I read with great interest the memorandum of December 3, 2015 authored by Mr. Hulbert (attached hereto) as his response of whether or not the Town of Hilton Head Island was in compliance with its own procurement codes for the contract between the town and its designated marketing organization, the Hilton Head Island-Bluffton Chamber of Commerce/VCB.

In my opinion Mr. Hulbert's response is an excellent piece of creative writing attempting to justify the town's complete lapse of conformity to its own procurement code and the procurement laws of the State of South Carolina. Mr. Hulbert's theoretical prose has no basis in reality of what is expected of municipalities in the responsible expenditure of public funds. The fact that Mr. Hulbert created this fictional piece on December 3, 2015 and that it has been acceptable to Mr. Steven Riley, our Town Manager and to Mr. Gregg Alford our Town Attorney without correction or edit to this date is particularly troubling. Mr. Hulbert states that to his knowledge, "there is no legal requirement to enter into a formal contract with the HHI Chamber of Commerce/VCB related to their appointment as the Town's DMO". Perhaps someone on this distribution should familiarize Mr. Hulbert with the Town's own procurement codes which are quite clear regarding the use of a competitive bid process for professional services. My concern is however that no one on this distribution is particularly familiar with the Town's procurement as evidenced by the fact that no competitive bid process has been used for the procurement of professional legal services from Mr. Alford since 2003 or the prohibited use of public funds for private use in the case of private-matter legal suits being filed by council members and paid for by tax payers.

I am not an attorney, nor am I professionally trained in those skills required of a town manager however with just a little research I have found what I believe to be the most authoritative perspective on this subject. Of course you can imagine that Town of Hilton Head Island is not the only municipality that needs to consider the appropriate use of accommodation tax dollars and proper procurement procedures. Many counties and towns throughout our state are faced with these same issues and questions. I found that County of Georgetown in South Carolina, in its application it uses for those local organizations requesting ATAX funds (attached hereto) from the county specifically requires that the county's procurement procedures be followed. The following excerpt requires of "grantees" of ATAX funds must be in compliance with the county's procurement provisions.

<image003.png>

Back in 2005 the County of Georgetown was unsure if this should be a requirement and the Georgetown County Attorney, Mr. John M. Tolar, wrote to the State Attorney General's Office and requested the attorney general's office to render an opinion. The opinion written by the Senior Assistant Attorney General, Mr. Charles H. Richardson (attached hereto), is quite clear not only on the requirements of the "grantees" to comply with competitive procurement procedures for the use of ATAX funds but also for the requirements of municipalities properly fulfill their role as "grantors".

Mr. Hulbert, in is memorandum, did not accurately state South Carolina law regarding the "appointment" of the DMO. The actual Section 6-4-10 (below) specifically states that the municipality/county shall "select one or more organizations".

### **South Carolina Code of Laws**

**SECTION 6-4-10.** Allocation to general fund; special fund for tourism; management and use of special fund.