



Administration and Finance Committee

Joyce Dickerson	Paul Livingston	Greg Pearce (Chair)	Jim Manning	Dalhi Myers
District 2	District 4	District 6	District 8	District 10

October 25, 2016 - 6:00 PM

2020 Hampton Street

Call to Order

Approval of Minutes

- 1 September 27, 2016 [PAGES 4-6]

Approval of Agenda

Items for Action

- 2 Department of Public Works – Dawson Pond Dam Repair Project [PAGES 7-21]
- 3 Professional Services / Airport Work Authorization 10 [PAGES 22-28]
- 4 Public Defender’s Office: Approval of New Attorney I Positions [PAGES 29-32]

- 5 Solicitor's Office: Approval of Body Worn Camera Grant Award [PAGES 33-37]
- 6 Intergovernmental Agreement with the City of Columbia [PAGES 38-42]
- 7 Community Development: Approval of Additional County Positions [PAGES 43-53]

Adjournment



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

ADMINISTRATION & FINANCE COMMITTEE

September 27, 2016
6:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:01 PM

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Sam Boyd was in the audience.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized Major Roxana Meetze was in the audience.

APPROVAL OF MINUTES

Regular Session: July 26, 2016 – Mr. Livingston moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Dickerson moved, seconded by Mr. Livingston, to adopt the agenda as published. The vote in favor was unanimous.

ITEMS FOR ACTION

Future Management of the Pinewood Lake Property – Mr. Seals stated staff has explored several options. Utilization of the enterprise model does not work well for the management of the Pinewood Lake property. Therefore, staff recommends the phasing out the direct oversight and allowing the County to absorb the Pinewood Lake property through the Conservation Department. The agreement with the Pinewood Lake Foundation would come to an end on June 30, 2017.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve Alternative #3: "Absorb into the County through the Conservation Department." The vote in favor was unanimous.

Sheriff Department: Officer Safety Equipment and Service Agreement – Body Worn Cameras – Mr. Seals stated he has met with the Sheriff to discuss the Sheriff's



Council Members Present

Greg Pearce, Chair
District Six

Joyce Dickerson
District Two

Paul Livingston
District Four

Jim Manning
District Eight

Dalhi Myers
District Ten

Others Present:

Bill Malinowski
Julie-Ann Dixon
Norman Jackson
Torrey Rush
Seth Rose
Warren Harley
Michelle Onley
Gerald Seals
Brad Farrar
Larry Smith
Rudy Curtis

Administration & Finance Committee
Tuesday, September 27, 2016
Page Two

Department's needs in regards to body cameras. The numbers Administration presented and the numbers the Sheriff's Department have provided are significantly different.

Deputy Chief Cowan stated the Sheriff has researched body cameras for 2 years and Council has been provided updates periodically. The body camera program is very important to the Sheriff's Department, Council, and the citizens of Richland County. The Sheriff's Department needs to deploy 350 officers with body cameras. Aside from the equipment, the evidentiary storage and accessibility to other agencies has to be taken into account. Taser has offered several incentives (i. e. storage capability, activation capability, 2 for 1 cameras).

The request is for \$716,446 for the first year. This amount does not include the \$132,000 the State has provided. In subsequent years the request will be for \$534,498.

Administration provided a proposal for \$400,000 for the purchase of the body cameras and storage, but does not include personnel costs.

Deputy Chief Cowan stated there is additional equipment (i.e. activation capability, docking stations) in the Sheriff's Department quote that is not included in Administration's quote.

Mr. Jackson inquired as to who is responsible for fully funding the program.

Deputy Chief Cowan stated the verbiage of the code is as follows: "A State or local law enforcement agency is not required to implement the use of body worn cameras, pursuant to this section, until the agency has received full funding."

Mr. Jackson expressed frustration over the State mandating programs and not funding them.

Deputy Chief Cowan stated the costs are as follows:

Year 1 Hardware and Services	\$646,428 (\$575,028 – Equipment; \$71,400 – Service Agreement)
Personnel	\$160,000

Mr. Livingston requested a copy of the job description for the requested personnel. Additionally, he inquired if the State would reimburse the County for funding the program.

Mr. Smith stated the statute does not speak to reimbursement, but a definitive answer will be available before the Council meeting.

Mr. Livingston requested the rationale for why sole source is to the County's advantage. In addition, he inquired if purchase of the cameras would be an accepted reason for the County to exceed the cap.

Deputy Chief Cowan stated there are 632 sworn personnel, which 350 are uniformed.

Mr. Manning moved, seconded by Mr. Livingston, to suspend the millage rate limitation in order to be in compliance with the State enacted statute, as there is no provided appropriation for a method for obtaining an appropriation by Federal or State government, so as to increase the millage rate to fully fund the Sheriff's request for the body worn cameras and officer safety equipment.

Mr. Manning withdrew his motion and made a motion to table this item in committee. The motion to table did not receive a second; therefore, Mr. Manning decided not to withdraw his original motion.

Ms. Dickerson made a substitute motion, seconded by Mr. Livingston, to forward this item to Council without a recommendation. The vote was in favor.

Sheriff Department: E-Ticket Equipment and Purchasing – Mr. Manning moved, seconded by Ms. Dickerson, to forward to Council without a recommendation. The vote in favor was unanimous.

Solid Waste & Recycling Department: Solid Waste Curbside Collections and Transportation Contracts for Service Areas 3 & 6 – Mr. Manning moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to authorize staff to negotiate the unit costs in each contracts for curbside collection services with Capital Waste Services and Allwaste Services Incorporated for service areas 3 & 6, respectively. Staff will bring back the negotiated contract to County Council for approval. This will assist in facilitating discussions with the potential vendors to negotiate the costs associated with the services in a manner that is in the best interest of the County and its residents. Due to the time line for acquiring equipment as it relates to the expected service initiation date of January 2, 2017, it is requested of Council that the negotiated contract not be directed to go back through committee but rather directly back to Council for consideration and potential award. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:52 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

Department of Public Works – Dawson Pond Dam Repair Project

Richland County Council Request of Action

Subject: Department of Public Works – Dawson Pond Dam Repair Project

A. Purpose

County Council is requested to award the construction contract for the Dawson Pond Dam Repair Project (project) to Corley Construction, LLC in the amount of \$297,556.75. The funding for this project will come from the Roads & Drainage Budget.

B. Background / Discussion

County Council directed staff to request an Attorney General’s opinion on the potential liability that the County may assume if repairs are made to privately owned dams prior to proceeding with the repair of the Dawson Pond dam on March 1, 2016. On March 8, 2016, the County's Legal Department requested an opinion on the appropriateness of a county performing “[e]mergency work on private property with a stated public benefit or purpose.”

In a letter dated September 23, 2016 (several weeks after Council Memorandum 8-3), the County received a response to its request, wherein the Attorney General affirmed a series of opinions generally prohibiting the use of public funds in support of a purely private effort. However, in light of the unique facts of this situation, including the presence of an easement in favor of Richland County that touches or concerns areas embraced by the pond area, County staff recommends moving forward with repairing the dam.

Dawson Pond, located in County Council District 2 at the intersection of Dawson Creek Road and Wilson Boulevard, was created by damming a portion of Rice Creek. Attached are maps which provide an aerial view of Dawson Pond. This area experienced a heavy rain event on the night of August 6, 2013. As a result, a portion of the existing dam (a “community” or “private” dam) failed and Wilson Boulevard flooded. As a point of reference, there is an existing plat stating that, if the pond was not there, then the County would have a permanent easement over the existing creek for maintenance – see attached deed and plat. Subsequently, County staff relayed to a willingness to explore repair options in light of the nexus to a County easement in the general repair area.

As detailed in the attached Council Memorandum 8-3, there were a number of mitigating factors that contributed to the delay of proceeding with the dam repair project, including the October 2015 flooding event. Subsequently, discussion ensued about the merits of alternative methodologies for financing dam repairs throughout the county, i.e., special taxing districts might be a more viable repair alternative since it would potentially facilitate “community” partnerships based on equity. Special taxing districts have since been successful deployed by the County.

However, as a matter of practicality staff recommends moving forward with this project as an exceptional repair in light of a County nexus to the repair footprint based on an easement to that area in favor of the County.

Staff is requesting that Council approve the award of the construction contract for the project to Corley Construction, LLC in the amount of \$297,556.75.

C. Legislative / Chronological History

- Request for Proposal for the repair project was advertised December 2013
- The project design contract was awarded to Chao & Associates in April 2014
- Chao completed their preliminary design in August 2014 and work has begun to obtain a permit from the Army Corps. Of Engineers and access easements from the neighboring citizens
- The contract for the construction repairs for this project was advertised September 16, 2015
- The pre-bid and bid opening was held October 4, 2015
- The bid closed on October 13, 2016
- County Council directed staff to request an Attorney General's opinion on the potential liability that the County may assume if repairs are made to privately owned dams prior to proceeding with the repair of the Dawson Pond dam on March 1, 2016.
- Council Memorandum 8-3 was sent to County Council recommending to proceed with repairing the Dawson Pond dam
- The contract for the construction repairs for this project was re-advertised on September 16, 2016
- Attorney General Opinion dated September 23, 2016, received
- A pre-bid conference was held on October 4, 2016
- The solicitation for bids closed on October 13, 2016
- Corley Construction, LLC was the lowest responsive, responsible bidder, at a total of \$258,745.00. Adding a 15% contingency to this amount brings the total to \$297,556.75.

D. Alternatives

1. County Council is requested to proceed with repairing the Dawson Pond dam in light of a general public interest in a County easement incident to the dam repair area, and award the construction contract for the Dawson Pond Dam Repair Project to Corley Construction, LLC in the amount of \$297,556.75.
2. Do not proceed with repairing the Dawson Pond dam in light of a general public interest in a County easement incident to the dam repair area, and do not award the construction contract for the Dawson Pond Dam Repair Project to Corley Construction, LLC in the amount of \$297,556.75.

E. Final Recommendation

It is recommended that Council proceed with repairing the Dawson Pond dam in light of a general public interest in a County easement incident to the dam repair area, and award the construction contract for the Dawson Pond Dam Repair Project to Corley Construction, LLC in the amount of \$297,556.75. The funding for this project will come from the Roads & Drainage Budget.

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

C.R.

EASEMENT AND RIGHT-OF-WAY DEED
For Subdivision Drainage

THIS INDENTURE made this the 8th day of December, 19 99,
by and between RTL GRADING, of the County and State aforesaid, Party of the First Part,
and the County Council of Richland County, the governing body of Richland County, of the County and State aforesaid, Party of
the Second Part. WITNESSETH:

That the said Parties hereto, for and in consideration of the sum of one (\$1.00) dollar each to the other paid, the receipt
whereof is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained do mutually
agree as follows:

That the Party of the First Part does hereby grant, bargain, sell, release and convey unto the Party of the Second Part, their
successors in office, easements and rights-of-way, as shown on plat feet in width, over and across the lands hereinafter described for the purpose
of constructing, maintaining and/or improving a drainage system for conveyance of stormwater runoff across, through and under the
lands hereinafter described, together with the right to excavate and refill ditches and/or trenches, and the further right to remove trees,
bushes, undergrowth, crops and/or other obstructions interfering with the construction, maintenance and/or improvement of said
drainage system:

DESCRIPTION

Together with all and singular the rights, members, hereditaments and appurtenances thereunto belonging, or in anywise
incident or appertaining.

TO HAVE AND TO HOLD the said easements and rights-of-way unto the said Party of the Second Part, their successors and
assigns, upon the following conditions:

Party of the First Part understands and acknowledges that said drainage system was designed and constructed by the Party
of the First Part; that the drainage system will tend to collect surface waters into artificial channels and cast same on the lands
adjoining said rights-of-way in concentrated form; that the Party of the Second Part do not hold themselves out to perform, nor do
they have equipment and material or appropriations of money to adequately pipe and ditch the lands adjoining said rights-of-way;
and it is therefore agreed as one of the material considerations and inducements for acceptance of said drainage system by the Party
of the Second Part, that the Party of the First part does hereby assume all risks of loss, damage, destruction or claims, of every kind,
present or future, suffered by Party of the First Part,i.t.a..... heirs, assigns or successors in title resulting from the collection
of surface water and casting of same onto said lands.

Richland County REC
2000030438 John G Morris

Book 00405-0052
2/00/03/38 09/02/2006 09:43:09 P2
Easement
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00

And the said Party of the First Part for itself and for its heirs, assigns or successors to title does hereby further agree to save and hold harmless and release the Party of the Second Part, their successors in office, and Richland County, from all such losses, damages, destruction and claims hereinabove specified.

It is understood and agreed that the Party of the First Part shall guarantee the herein described drainage system for a period of one year from the date of this Easement and Right-of-Way Deed and shall make any and all repairs as become necessary in the sole judgement of the Party of the Second Part or their representative.

And the Party of the Second Part, their successors in office, agree to maintain and repair said drainage system in a reasonably good and workmanlike manner thereafter.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

John E. Beal

[Signature]
As to Party of the First Part

Lisa A. Stewart

[Signature]
As to Party of the Second Part

Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
Copies Rendered As To Content.

PARTY OF THE FIRST PART

RTL Grading, Inc

By [Signature] for RTL Grading

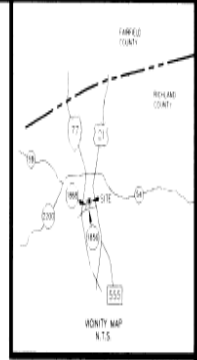
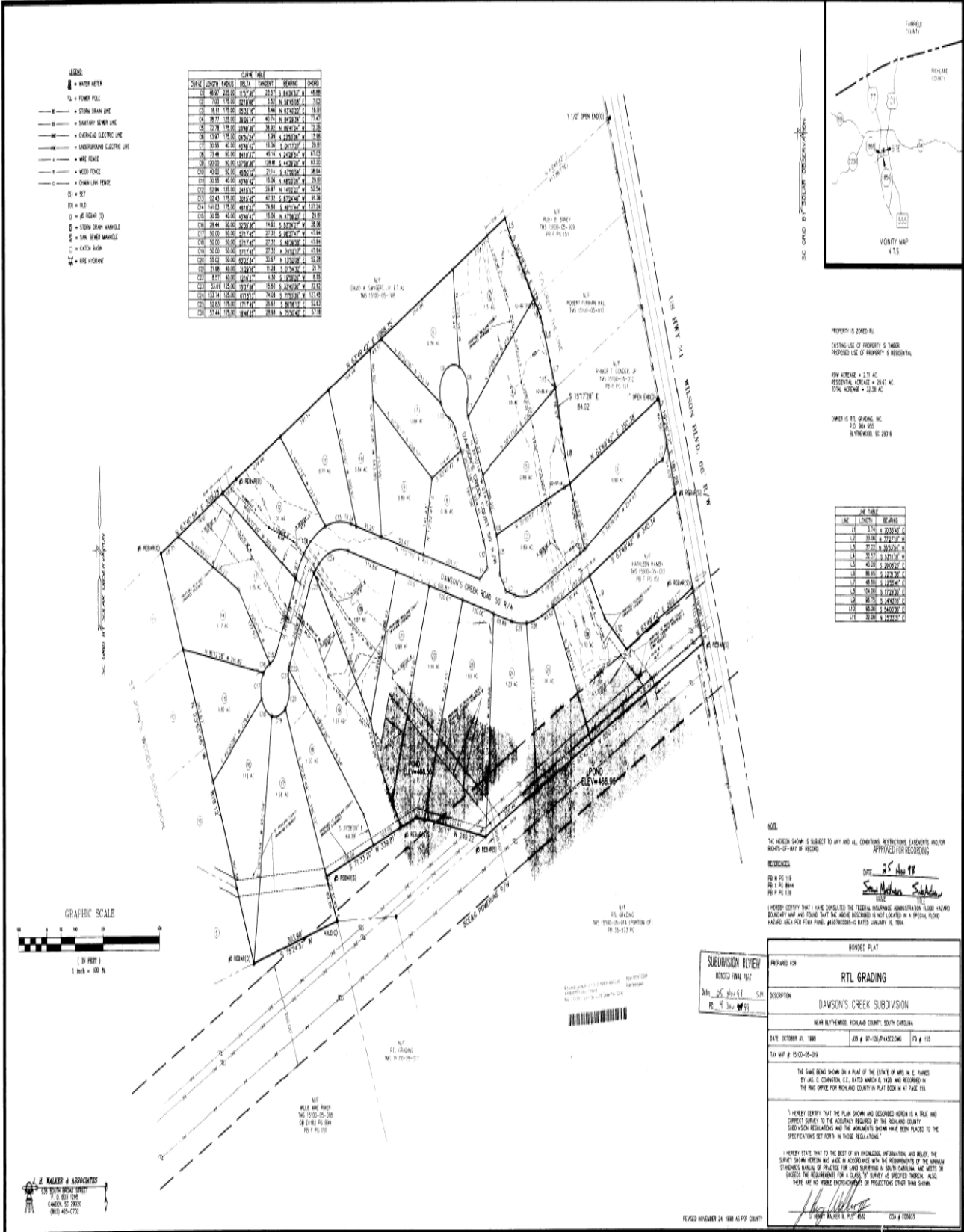
PARTY OF THE SECOND PART

By T. Cary McSwain
County Administrator

Exhibit A
Real Property Description

ALL those certain drainage easements situate, lying and being County of Richland, State of South Carolina, shown and designated on a Plat of Dawson's Creek Subdivision, prepared for RTL Grading, Inc., by J. H. Walker & Associates, dated October 31, 1998 and recorded in the office of the Register of Deeds for Richland County in Book 247 at Page 566 and having the metes and bounds as shown thereon.

247-566



PROPERTY & ZONING

EXISTING USE OF PROPERTY & TAXES

PROPOSED USE OF PROPERTY & RESIDENTIAL

RAW ACREAGE = 2.11 AC

RESIDENTIAL ACREAGE = 20.47 AC

TOTAL ACREAGE = 22.58 AC

OWNER IS PT. SHAWNEE, INC.

P.O. BOX 605

RYANWOOD, NC 28789

LINE	LENGTH	BEARING
1	1.74	S 72° 00' 00" W
2	10.00	S 72° 00' 00" W
3	10.00	S 72° 00' 00" W
4	10.00	S 72° 00' 00" W
5	10.00	S 72° 00' 00" W
6	10.00	S 72° 00' 00" W
7	10.00	S 72° 00' 00" W
8	10.00	S 72° 00' 00" W
9	10.00	S 72° 00' 00" W
10	10.00	S 72° 00' 00" W
11	10.00	S 72° 00' 00" W
12	10.00	S 72° 00' 00" W
13	10.00	S 72° 00' 00" W
14	10.00	S 72° 00' 00" W
15	10.00	S 72° 00' 00" W
16	10.00	S 72° 00' 00" W
17	10.00	S 72° 00' 00" W
18	10.00	S 72° 00' 00" W
19	10.00	S 72° 00' 00" W
20	10.00	S 72° 00' 00" W

NOTICE

THE HEREIN SHOWN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS, ENCUMBRANCES AND/OR RIGHTS-OF-WAY OF RECORD.

APPROVED FOR RECORDING

DATE: 25 Nov 99

BY: [Signature]

DATE: 25 Nov 99

BY: [Signature]

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL BUREAU OF LAND MANAGEMENT (FBLM) FIELD OFFICE BOUNDARY MAP AND FOUND THAT THE ABOVE DESCRIBED IS NOT LOCATED IN A SPECIAL PLATED RANGING AREA FOR THIS RANGE. PASTORATION-C DATED JANUARY 18, 1984.

SUBDIVISION REVIEW

PREPARED FOR: **RTL GRADING**

DESCRIPTION: **DAWSON'S CREEK SUBDIVISION**

NEAR RYANWOOD, RICHMOND COUNTY, SOUTH CAROLINA

DATE: OCTOBER 01, 1999

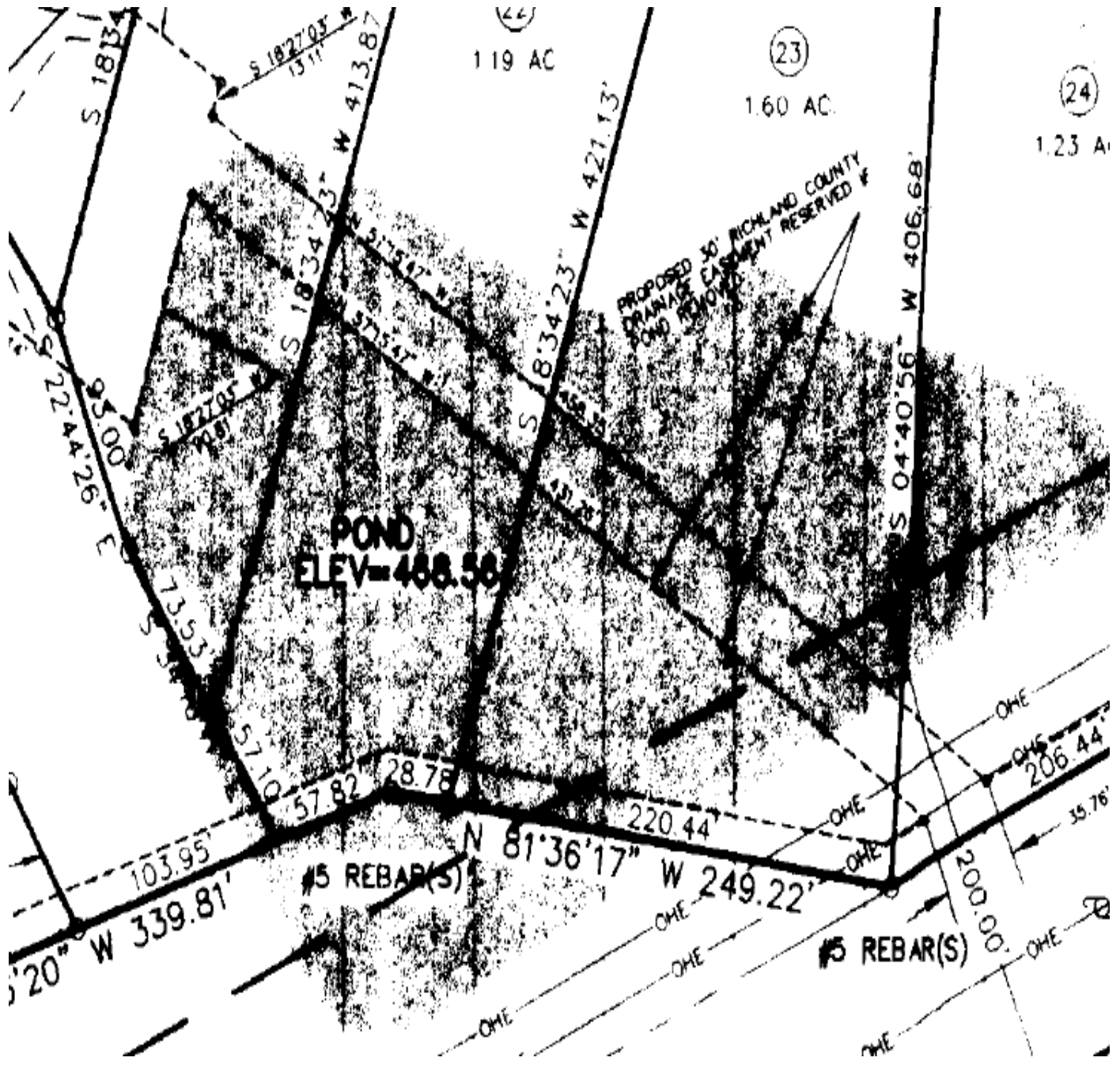
TAX MAP # 1500-05-09

THE SAME BEING SHOWN ON A PLAN OF THE STATE OF SOUTH CAROLINA PREPARED BY JAC. C. COMPTON, C.E., DATED MARCH 08, 1900, AND RECORDED IN THE REC. OFFICE FOR RICHMOND COUNTY IN PLAN BOOK W 47 PAGE 110.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND ACCOMPANIED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE SHOWING COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SHOWING COUNTY REGULATIONS OF PRACTICE FOR LAND SURVEYING IN SOUTH CAROLINA, AND EXCEPT AS EXCESSIVE THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO KNOWN ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

REVISED NOVEMBER 24, 1999 AS PER COUNTY



Richland County Map

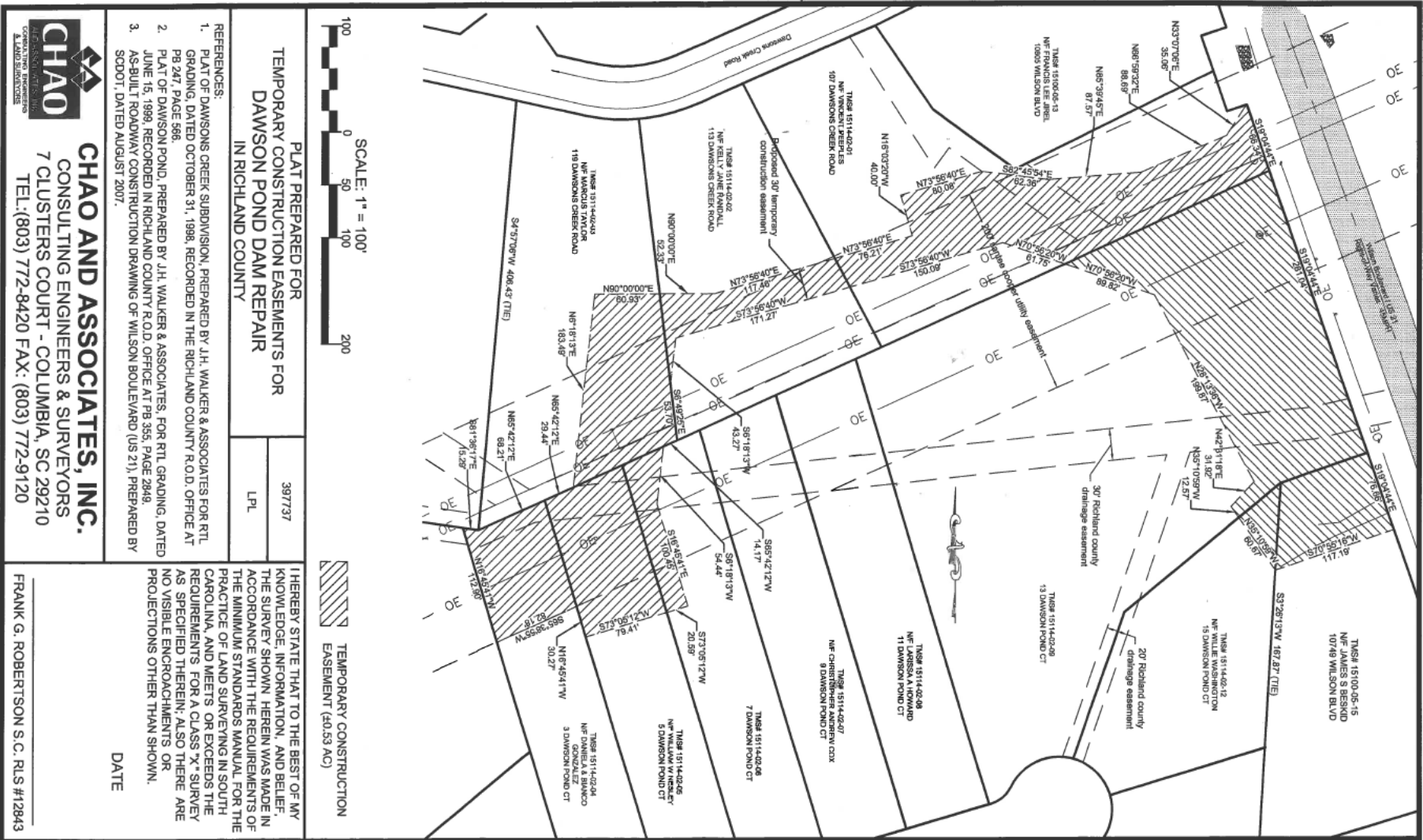


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DISCLAIMER: THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.



Map illustrating the temporary easements for this project



SCALE: 1" = 100'
 0 50 100 200

**PLAT PREPARED FOR
 TEMPORARY CONSTRUCTION EASEMENTS FOR
 DAWSON POND DAM REPAIR
 IN RICHLAND COUNTY**

397737	LPL
--------	-----

- REFERENCES:
1. PLAT OF DAWSONS CREEK SUBDIVISION, PREPARED BY J.H. WALKER & ASSOCIATES FOR RTL GRADING, DATED OCTOBER 31, 1998, RECORDED IN THE RICHLAND COUNTY R.O.D. OFFICE AT PB 247, PAGE 568.
 2. PLAT OF DAWSON POND, PREPARED BY J.H. WALKER & ASSOCIATES, FOR RTL GRADING, DATED JUNE 15, 1999, RECORDED IN RICHLAND COUNTY R.O.D. OFFICE AT PB 355, PAGE 2849.
 3. AS-BUILT ROADWAY CONSTRUCTION DRAWING OF WILSON BOULEVARD (US 21), PREPARED BY SCDDOT, DATED AUGUST 2007.

 TEMPORARY CONSTRUCTION EASEMENT (±0.53 AC)

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN, HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "X" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DATE _____



CHAO AND ASSOCIATES, INC.
 CONSULTING ENGINEERS & SURVEYORS
 7 CLUSTERS COURT - COLUMBIA, SC 29210
 TEL: (803) 772-8420 FAX: (803) 772-9120

FRANK G. ROBERTSON S.C. RLS #12843

BID TABULATION

PROJECT: Dawson Pond Dam Repair

Richland County Public
Works RC-PWE-101-
1516

				Corley Construction, LLC 366 Firetower Road		Armstrong Contractors, LLC PO Box 291053 Columbia, SC 29229		Johnson & Lesley Construction 3201 Girardeau Avenue		Richardson Construction Co. 6806 Monticello Road	
ITEM	ITEM	UNI	QUANTIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$60,000.00	\$60,000.00
2	CLEARING & GRUBBING (ON-SITE)	AC	1	\$12,000.00	\$12,000.00	\$5,500.00	\$5,500.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
3	MISCELLANEOUS SITE DEMOLITION	LS	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
4	REMOVE & STOCKPILE EXISTING DAM EMBANKMENT (INCLUDES EXCESS FOR CLAY	CY	4,770	\$6.00	\$28,620.00	\$10.00	\$47,700.00	\$8.00	\$38,160.00	\$10.00	\$47,700.00
5	CONSTRUCT NEW DAM EMBANKMENT (IMPORT CLAY	CY	3,225	\$20.00	\$64,500.00	\$35.00	\$112,875.00	\$31.00	\$99,975.00	\$24.00	\$77,400.00
6	CONSTRUCT NEW DAM EMBANKMENT (REUSE	CY	3,825	\$11.00	\$42,075.00	\$10.00	\$38,250.00	\$10.00	\$38,250.00	\$12.00	\$45,900.00
7	HAUL-OFF EXCESS MATERIAL	CY	2,700	\$9.00	\$24,300.00	\$10.00	\$27,000.00	\$11.00	\$29,700.00	\$10.00	\$27,000.00
8	SILT FENCING	LF	2,000	\$5.00	\$10,000.00	\$5.50	\$11,000.00	\$5.00	\$10,000.00	\$10.00	\$20,000.00
9	GRAVEL CONSTRUCTION ENTRANCE	EA	1	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00
10	TURF REINFORCMENT MATTING	SY	1,000	\$6.00	\$6,000.00	\$8.80	\$8,800.00	\$3.00	\$3,000.00	\$12.00	\$12,000.00
11	RIP RAP APRON	LS	1	\$4,300.00	\$4,300.00	\$3,850.00	\$3,850.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
12	GRASSING (HYDROSEEDING)	AC	2.5	\$2,500.00	\$6,250.00	\$2,750.00	\$6,875.00	\$2,000.00	\$5,000.00	\$3,000.00	\$7,500.00
13	36" RCP	LF	50	\$200.00	\$10,000.00	\$50.00	\$2,500.00	\$135.00	\$6,750.00	\$200.00	\$10,000.00
14	30" RCP	LF	40	\$190.00	\$7,600.00	\$45.00	\$1,800.00	\$125.00	\$5,000.00	\$200.00	\$8,000.00
15	18" RCP (TEMPORARY)	LF	36	\$100.00	\$3,600.00	\$35.00	\$1,260.00	\$50.00	\$1,800.00	\$200.00	\$7,200.00
16	6" SLOTTED PVC TOE DRAIN	LF	450	\$10.00	\$4,500.00	\$12.00	\$5,400.00	\$43.00	\$19,350.00	\$30.00	\$13,500.00
17	OUTLET CONTROL STRUCTURE - PRIMARY SPILLWAY	EA	2	\$7,000.00	\$14,000.00	\$9,900.00	\$19,800.00	\$10,000.00	\$20,000.00	\$25,000.00	\$50,000.00
18	CONCRETE LINED SPILLWAY - AUXILLIARY SPILLWAY	EA	2	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00	\$6,250.00	\$12,500.00	\$18,000.00	\$36,000.00
19	WETLAND REPAIR (APPROXIMATED SEDIMENT	CY	200	\$10.00	\$2,000.00	\$33.00	\$6,600.00	\$20.00	\$4,000.00	\$100.00	\$20,000.00
Total of Base Bid					\$258,745.00		\$326,460.00		\$349,485.00		\$488,200.00



October 13, 2016

Ms. Allison Steele
Richland County Public Works
400 Powell Road
Columbia, South Carolina 29223

RE: Dawson Pond Dam Repair, Contract Award Recommendation
Richland County, South Carolina

Ms. Steele,

We have reviewed and tabulated the bids that were received on October 13, 2016 for the referenced project. Enclosed is a copy of the bid tabulation form. Four bids were received and opened. Corley Construction, LLC was the low bidder with a bid amount of \$258,745.00.

Corley Construction, LLC provided a responsive bid package, with acknowledgement of Addendum 1. Accordingly, we recommend that this project be awarded to Corley Construction, LLC.

We look forward to proceeding with this important project. Please let us know if you have any questions or if we might provide additional information. It is our pleasure to be of service to Richland County.

Sincerely,

A handwritten signature in green ink that reads "Justin Smith".

Justin Smith, P.E., LEED AP
Chao and Associates, Inc.

Encl. Bid Tabulation





RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM 8-3

Date: August 30, 2016
To: County Council
From: Gerald Seals, Interim County Administrator
Subject: The Dawsons Pond Promise

As promised in an August 29, 2016 email titled “3 years Dawsons Pond Blythewood,” I have been debriefed on the “Dawson Promise.”

Dawson Pond, located in County Council District 2 at the intersection of Dawson Creek Road and Wilson Boulevard, was created by damming a portion of Rice Creek. Attached are maps which provide an aerial view of Dawson Pond. This area experienced a heavy rain event on the night of August 6, 2013. As a result, a portion of the existing dam (a “community” or “private” dam) failed and Wilson Boulevard flooded. Subsequently, County staff promised the homeowners that the government of Richland County would repair the dam. The “Dawson Promise” was not reduced to writing but was well communicated and understood by the community and County staff as a promise made by the County.

Subsequently, during the stress of the October 2015 floods, administration developed “cold feet,” second-guessing itself as a result of concerns about the precedent that repairing the dam would establish. Discussion ensued about the merits of alternative methodologies for financing dam repairs throughout the county, i.e., special taxing districts might be a more viable repair alternative since it would potentially facilitate “community” partnerships based on equity. Special taxing districts have since been successfully deployed by the County. It was the apparent conclusion of administration, that such methodologies as the special taxing districts have merit since their utilization would not tax County financing, would secure equity partnerships, and would not “slip” the government of Richland County into the “business” of community/private dam construction and repair.

County Council discussed Dawson Pond in executive session at its March 1, 2016 Council meeting and directed the Legal Department to request an Attorney General’s opinion relative to the possible assumption of liability on behalf of the County for making repairs or performing work on privately owned property. The County’s Legal Department has requested the opinion and is awaiting a response. It appears that County Council took no action to “stay” the “Dawson Promise.

The following “bullet” points respond to the questions from Councilman Malinowski.

- Correspondence between staff and the homeowners tend to affirm the existence of the “Dawson Promise.”
- That staff solicited bids and planned to present Council with a request to award a contract to a vendor to complete the dam repairs in November 2015 with the funding for the project coming from the County’s Roads & Drainage Budget tends to affirm the existence of the “Dawson Promise.”
- Administration rationalized the flooding event of October 2015 provided reason to delay any action toward implementing the “Dawson Promise.”
- Because the noted damages to the dam occurred prior to the October 2015 flooding event, federal financial assistance for the repair of the dam is not a viable funding option.

The practical result of this internal reflection by staff was a “standing promise” without follow-up, status reporting, or action thereon. The community now requests a status report and that the government of Richland County take action on the “Dawson Promise.”

County records reveal a November 2015 winning bid of \$299,520.00 by Armstrong Contractors to perform the repairs to the dam. During an August 30, 2016 phone query and a follow up email, Armstrong Contractors affirmed its November 2015 bid is expired. Re-bidding is now needed because the Armstrong Contractors November 2015 bid is expired. The following schedule applies:

Item	Completion Date Not to Exceed
Re-bid dam repair project	September 16, 2016
Close bid for dam repair project	October 17, 2016
Review bids and recommend vendor	October 20, 2016
Present recommended vendor to the A&F Committee for their consideration	October 25, 2016
Present A&F Committee’s recommendation to Council for their consideration	November 15, 2016

The question before the County is, “Should the County honor the ‘Dawson Promise?’” Acknowledging that an opinion from the Attorney General is pending, it is questionable that any opinion from the Attorney General would vitiate the fact that the government of Richland County is the source of the “Dawson Promise.” To achieve said vitiation, the Attorney General would need to declare the “Dawson Promise” illegal, a conclusion that would probably need to be affirmed judicially.

As a matter of practicality (and subject to a contrary conclusion by County Attorney Smith) to not honor the “Dawson Promise” requires County Council to override the “Dawson Promise.” Honoring the “Dawson Promise” is, I believe, the prudent course of action. However, this recommendation to honor the “Dawson Promise” should be considered a “narrow” recommended corrective action and not be construed as a policy recommendation that the County get into the business of repair and maintenance of private facilities. The policy regarding the role of the government of Richland County with regard to “private” facilities such as this dam remains and can only be addressed by County Council. Accordingly, I have directed staff to place all measures attendant to honoring the “Dawson Promise” on the agenda of County Council for award action.

As a matter of courtesy the inquirers from the community will be notified that the matter has been placed on the Council's November 15, 2016 agenda for consideration.

No later than December 16, 2016, staff will identify approaches that County Council may consider as it deliberates the role of the government of Richland County in the repair and maintenance of privately owned dams.

Attached is a draft letter that will be mailed to the residents of Dawson Creek on September 5, 2016.

In the Spirit of Excellence,

A handwritten signature in blue ink, appearing to read "Gerald Seals". The signature is fluid and cursive, with the first name "Gerald" being more prominent than the last name "Seals".

Gerald Seals
Interim County Administrator

Richland County Council Request of Action

Subject:

Professional Services / Airport Work Authorization 10

Richland County Council Request of Action

Subject: Professional Services / Airport Work Authorization 10

A. Purpose

County Council is requested to approve a Work Authorization (WA) for professional services with WK Dickson & Company, Inc of Columbia, SC for design services for an airfield lighting signage project at the Jim Hamilton – LB Owens Airport (CUB).

B. Background / Discussion

The Jim Hamilton – LB Owens Airport (CUB), despite being a busy General Aviation (GA) reliever Airport which serves a large municipal area, does not have airfield lighted directional signs. This is a glaring deficiency which we will now be able to address.

Though long identified as an airport need in our Airport Capital Improvement Plan (ACIP), the project has been crowded out by much larger projects (obstruction clearing, fencing, and land acquisition). Installation of these signs will facilitate safe and efficient nighttime movement by aircraft on the airfield.

Work Authorization 10 (WA 10) provides the necessary survey, design, and bidding services for this project in anticipation of construction during the next Federal fiscal year (FY).

However, due to the late finalization of the grant due to the last-minute rejection of a neighboring property land acquisition offer, the typical 90% Federal funding level will not initially be met.

Additionally, due to the questionable availability of the usual 5% State funding (as well as the availability of sufficient local funds), we request that approval be granted with only the availability of Federal and Local funds at this time. We anticipate ultimately being able to obtain both State funding as well as reimbursement of Federal funds up to the 90% project cost level.

A copy of the consultant’s Work Authorization amendment is contained as an enclosure to this request.

The funding for this project will be provided by grant and local funds as follows:

Federal (FAA)	\$ 75,600	AIP Grant
Local (RC)	<u>\$ 42,100</u>	Included in the FY17 airport budget
Total	\$117,700	

Federal funds have been issued in AIP Grant 3-45-0017-022-2016. Local funds are included in the current FY airport capital budget.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request:

February 2011 Airport Master Plan approved
June 2012 Master Agreement with WK Dickson & Company, Incorporated awarded

D. Alternatives

The alternatives available to County Council follow:

1. Approve the request to authorize executing Work Authorization 10 for the professional services described herein and further described in detail in the enclosure to this document. This will permit the enhancement airport safety and compliance with FAA-recommended airfield design standards.
2. Do not approve the request to authorize executing this Work Authorization.

E. Final Recommendation

It is recommended that Council approve the request to authorize executing Work Authorization 10 to be performed by the staff of WK Dickson & Company, Incorporated.

Council approval of this recommendation will result in the following:

1. WK Dickson & Company, Inc. of Columbia, SC will be authorized to perform professional services relative to the design for an airfield lighting signage project at the Jim Hamilton – LB Owens Airport (CUB).
2. Authorize the use of Federal AIP grant funds in the amount of \$75,600 and County funds in an amount of \$42,100 for a total of \$117,700 allocated to WK Dickson & Company, Inc. for the design services. The County funds being authorized were included in the Airport Department’s approved FY-17 budget.

WORK AUTHORIZATION NO. 10

September 1, 2016

**FOR:
BASIC CONTRACT FOR PROFESSIONAL SERVICES
AIRFIELD LIGHTED SIGNAGE
DESIGN THROUGH BIDDING PHASE SERVICES**

PROJECT OVERVIEW

Work Authorization No. 10 is for the Design through Bidding Phase services for the design of Airfield Lighted Signage at the Jim Hamilton – L.B. Owens Airport (CUB).

The OWNER requests that the CONSULTANT provide the professional land surveying and professional engineering services necessary to complete the Plans and Specifications for this project (Design Phase) and prepare and conduct a Bid Opening (Bid Phase services) and recommendation of award.

SCOPE OF SERVICES

The OWNER wishes the ENGINEER to provide Design through Bidding services to prepare for the future construction of Airfield Signage for Runway 13-31, Taxiway Signage for Taxiway "A" and Taxiways "A-1" through "A-5" at the Jim Hamilton – L.B. Owens Airport (CUB).

I. BASIC SERVICES

A. Project Development

The CONSULTANT to provide, at a minimum, the following elements:

- Perform Preliminary Engineering
- Develop Project Formulation
- Prepare necessary scopes and Task Orders
- Project Set-up and Administration
- Coordinate periodically with the FAA and SCAC
- Attend Monthly County Airport Commission Meetings, as requested
- Assist with Quarterly Reporting to the FAA
- On the County's behalf, prepare and submit a "Pre" and "Final" Grant Application to the Federal Aviation Authority (FAA) and the South Carolina Aviation Commission (SCAC)
- "Other" Administrative tasks to administer the grants, as deemed necessary
- Submit required Grant Close-Out Documentation

B. Design

The CONSULTANT to prepare the following elements:

- Engineering Plans
- Cost Estimate(s)
- Engineering Report
- Contract Documents and Specifications
 - Existing Electrical System Demolition
 - New LED Taxiway Guidance Signage
 - New LED Runway Guidance Signage
 - New Lighting and Signage circuits in conduit
 - New Duct-Banks and Junction Can Plazas
 - Vault Modifications, including new Regulators and a new Lighting Control Panel, as required

C. Bidding

The CONSULTANT to prepare the following elements:

- "Issued for Bid" Plan Distribution
- Plan Room Coordination
- Prepare for, Attend and Conduct Pre-Bid Meeting
- Address all Requests for Information (RFIs)
- Issue Addenda as necessary
- Prepare for, Attend and Conduct Bid Opening, Review Bids, perform Bid Results Analysis and Review
- Determine Lowest Responsive and Responsible Bidder. Make Recommendation of Award to the Sponsor

II. SPECIAL SERVICES

A. Field Surveys

Surveying services are listed below:

- Field locate, map, identify and compile an inventory of the Electrical vault, all existing Runway Edge Lights, Taxiway Edge Lights, NAVAIDS and Signage
- Survey all outlet locations and conduits
- Locate and Map Pavement edge locations
- Prepare site planimetric survey and prepare base-mapping

This WORK AUTHORIZATION authorizes the ENGINEER to provide the professional services described. The schedule of services to be provided and fees include:

COMPENSATION

I. BASIC SERVICES

A. Project Development Phase	Lump Sum	\$15,800.00
B. Design	Lump Sum	\$71,200.00
C. Bidding	Lump Sum	\$14,200.00
	Basic Services Subtotal	\$101,200.00

II. SPECIAL SERVICES

A. Field Surveys	Lump Sum	\$16,500.00
	Special Services Subtotal	\$16,500.00

WORK AUTHORIZATION No. 10 TOTAL **\$117,700.00**

ADDITIONAL WORK


Any additional work required but not contained in the above scope of services will be paid for in accordance with the following rate schedule and will be subject to prior approval by the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this WORK AUTHORIZATION.

Requested by:

Accepted by:

Gerald Seals
Interim County Administrator
Richland County, South Carolina



Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Date



Date

W.K. DICKSON & CO., INC.
2016 RATE SCHEDULE

LABOR

2016

Principal	\$ 205.00/hr.
Senior Project Manager	\$ 180.00/hr.
Project Manager	\$ 156.00/hr.
Senior Technical Manager	\$ 180.00/hr.
Technical Manager	\$ 156.00/hr.
Senior Project Engineer	\$ 146.00/hr.
Project Engineer	\$ 128.00/hr.
Senior Scientist	\$ 125.00/hr.
Scientist	\$ 110.00/hr.
Landscape Architect	\$ 170.00/hr.
Senior Planner	\$ 160.00/hr.
Planner	\$ 115.00/hr.
Senior Designer	\$ 115.00/hr.
Designer	\$ 102.00/hr.
Senior Technician	\$ 105.00/hr.
Technician	\$ 86.00/hr.
Senior GIS Analyst	\$ 125.00/hr.
GIS Analyst	\$ 105.00/hr.
GIS Technician	\$ 90.00/hr.
Field Survey Party	\$ 128.00/hr.
Professional Land Surveyor	\$ 150.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 97.00/hr.
Administrative Assistant	\$ 65.00/hr.

EXPENSES

Reproduction:	
♦ Xerox	Cost
♦ Blacklines	Cost
♦ Mylars	Cost
♦ Sepias	Cost
Mileage	IRS Rate (currently \$0.54/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2016. WK Dickson reserves the right to revise to reflect inflationary increases.

Revised 12-21-15

Richland County Council Request of Action

Subject:

Public Defender's Office: Approval of Four (4) New Attorney I Positions

Richland County Council Request of Action

Subject: Public Defender's Office: Approval of New Attorney I Positions

A. Purpose

County Council is requested to authorize five (5) additional Attorney I positions for the Public Defender. Four of the positions will be utilized in the Richland County's Public Defender Office and the remaining position will be utilized in the Public Defender's Kershaw County Office.

B. Background / Discussion

The County's Public Defender's Office adjudicates approximately 10,000 cases a year. Processing this amount of cases requires a staffing level of approximately 46 attorneys, pursuant to the National Advisory Commission on Criminal Justice Standard.

The Richland County office currently has 29 full-time attorneys, and authorized by County Council to employ up to 33 attorneys. Council approval of four additional attorneys would increase the maximum our staffing capacity for attorneys to 37.

Kershaw County employees of the Public Defender are employees of Richland County since Richland County is the Administering County for the Public Defender. Kershaw County currently has three (3) Public Defenders, County Council having most recently approved an addition of one (1) Public Defender in 2014.

An evaluation of the needs of the operation in Kershaw County conducted by the Public Defender early on revealed the need for no fewer than four (4) attorneys to staff that office at an even minimally satisfactory level. I have lobbied Kershaw County Council consistently since my appointment as Circuit Public Defender in 2008 to increase funding sufficiently to expand the operation there. In 2014 Kershaw County Council approved an increase in the amount of \$50,000 for the operation of the Public Defender office there enabling the addition of another position there. Again this year Kershaw County has approved an additional \$50,000.00 in funding for the Public Defender, which enables the office to hire another attorney – expanding to four (4) the number of attorneys in that office.

The addition of another attorney's position in Kershaw County will enable the office to reduce its caseloads, currently running between 300 and 400 active charges per attorney, to a level which is more in line with national standards. This will both enhance the service to our clients in Kershaw County, and assist in reducing the backlog of cases in that jurisdiction.

This additional position involves no expenditure of Richland County funding. Richland County is fully reimbursed for the costs of all positions in Kershaw County with Kershaw County funds, and State funding allocated to Kershaw County.

Failure to staff at a minimally adequate level may impact the quality of services, the reliability of results, and ultimately costs, both direct and tangential, to the county.

There is no financial impact associated with this request. The positions will be paid for by an increase in State funding for this office (FY 2017 State Budget, Section 61 – The Office of Indigent Defense) in the amount of \$520,514.93 for the Richland County Public Defender Office and. Also, this line item increase is an annually recurring increase.

Funding Source	Richland County Public Defender Office	Kershaw County Public Defender Office
State	\$520,514.93	\$83,521.13
Kershaw County	\$0	\$50,000.00
Total	\$520,514.93	\$133,521.13

Any additional funding – be it for staff or other expenses in this office – will be taken up during the County’s budget process for FY18.

The request is a funding decision and is within Council Discretion. Approval of the positions would not require any additional funding by the County and is not an assessment of the departmental need as the County’s Human Resources department has not conducted any staffing assessments relative to the Public Defender’s Office.

The funding needed for the additional four positions would be absorbed through the annual recurring State and Kershaw County funds received by the office. Council approval of this request would require a budget amendment which includes three Council readings and a public hearing.

C. Legislative / Chronological History

There is no legislative history associated with this request.

D. Alternatives

1. Approve the request to authorize five (5) additional Attorney I positions for the Public Defender. Four of the positions will be utilized in the Richland County’s Public Defender Office and the remaining position will be utilized in the Public Defender’s Kershaw County Office. Approval of this alternative will enable the office there to pursue its goal of attaining minimum adequate staffing, thereby assisting the office in providing the best quality, constitutionally mandated, representation to indigent clients, while also reducing the backlog of cases on the criminal docket with the attendant lessening of associated costs to Richland County.
2. Approve the request to authorize a different number of additional Attorney I positions for the Public Defender than the recommended number of positions to be utilized in the Richland County’s Public Defender Office the Public Defender’s Kershaw County Office. Approval of this alternative, depending on the number of positions authorized may enable the office there to pursue its goal of attaining minimum adequate staffing, thereby assisting the office in providing the best quality, constitutionally mandated, representation to indigent clients, while also reducing the backlog of cases on the criminal docket with the attendant lessening of associated costs to Richland County. If this alternative is selected and the

Council authorizes more than four positions, then the County may have to commit additional recurring funding to cover any positions more than four.

3. Do not approve the request. This alternative may impact the ability of the Richland County Office to deliver vitally necessary services to the citizens of the County as provided by the Public Defender's Office.

E. Final Recommendation

I recommend that County Council approve this request, and authorize the addition of four (4) Attorney I positions in the Richland County Public Defender's office, thereby raising the total authorized attorney positions to thirty-seven (37), and authorize the addition of one Attorney I position in Kershaw County Public Defender's office to be paid for with Kershaw County and State funds.

Richland County Council Request of Action

Subject:

Solicitor's Office: Approval of Body Worn Camera Grant Award

Richland County Council Request of Action

Subject: Solicitor's Office: Approval of Body Worn Camera Cash Award

A. Purpose

County Council is requested to approve a one-time Cash Award allocation from the South Carolina Public Safety Coordinating Council to the Solicitor's Office from the Body Worn Cameras fund in the amount of \$144,416. The funds are designated for the purchase of equipment, storage and/or maintenance of Body Worn Camera video evidence used in the prosecution of criminal cases.

B. Background / Discussion

This funding is being provided pursuant to SC Code of Laws Section 23-1-240, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the Body Worn Cameras (BWC) Fund. The legislation states that the SCPSCC "...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration priorities in funding". In accordance with the above, the Solicitor's Office has been awarded this Cash Award funding to be used for the purchase of associated storage and maintenance of Body Worn Camera video evidence. We do not anticipate requesting any future funds for "maintenance". These funds are not for body cameras purchases. These funds are to assist this office in purchasing software to allow for redaction of the body camera videos and transcription fees to comply with Rule 5 of criminal procedures.

C. Legislative / Chronological History

SC Code of Laws Section 23-1-240 (E)1 states a 'Body-Worn Cameras Fund' is established within the Department of Public Safety for the purpose of assisting state and local law enforcement agencies, the Attorney General's office, solicitors' offices, and public defenders' offices in implementing the provisions of this section, including, but not limited to, the initial purchase, maintenance, and replacement of body-worn cameras and ongoing costs related to the maintenance and storage of data recorded by body-worn cameras. The Public Safety Coordinating Council shall oversee the fund, and shall, within one hundred eighty days of the effective date of this act, establish a process for the application for and disbursement of monies to state and local law enforcement agencies, the Attorney General's office, solicitors' offices, and public defenders' offices. The Public Safety Coordinating Council shall disburse the funds in a fair and equitable manner, taking into consideration priorities in funding.

D. Alternatives

1. Approve the request to ensure that the proper storage and maintenance of Body Worn Camera video evidence is maintained and readily available for the prosecution of video evidence in criminal cases. ...
2. Do not approve would result in forfeiting the funds and not being able to adequately prosecute criminal cases with video evidence.

E. Final Recommendation

It is recommended that Council approve the request to accept the Body Worn Camera Cash Award to the Solicitor's Office in the amount of \$144, 416.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

BODY-WORN CAMERAS FUND

CASH AWARD

Award Recipient: Fifth Circuit Solicitor's Office

Date of Award: August 1, 2016

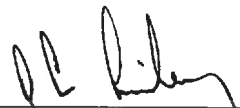
Amount of Award: **\$144,416**

Pursuant to the SC Code of Laws, §23-1-240, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the "Body-Worn Cameras (BWC) Fund." The legislation states that the SCPSCC "...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration priorities in funding." In accordance with the above, your agency is being awarded funding to be used for the purchase of body-worn cameras, and/or associated storage/maintenance.

This agreement shall become effective as of the Date of Award, contingent upon the return of this form to the Office of Highway Safety and Justice Programs, signed by the Chief/Sheriff/Director (Official Authorized to Sign) in the space provided below. This award must be returned to the Office of Highway Safety and Justice Programs within 30 days of the Date of Award above.



Ed Harmon, Assistant Director/
Justice Programs Administrator
Office of Highway Safety and Justice Programs



Phil Riley, Director
Office of Highway Safety and Justice Programs

ACCEPTANCE OF FUNDING



Signature of Official Authorized to Sign

This award is subject to the attached conditions.



South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

August 2, 2016

The Honorable Daniel E. Johnson
Fifth Circuit Solicitor's Office
1701 Main Street, 3rd Floor
Columbia, SC 29201

Dear Solicitor Johnson:

As indicated in an earlier communication from my office dated July 19, 2016, enclosed please find a Cash Award document relative to funding that your agency is receiving for the purchase of body-worn cameras, storage, and/or maintenance. Also enclosed is a document outlining conditions associated with the receipt and use of these funds.

Please sign the Cash Award document, which affirms your acceptance of the award and your understanding of and agreement to abide by the conditions for receiving and using the award, and return the document to the address below within 30 days of receipt of this communication and the attached documents.

SC Department of Public Safety
Office of Highway Safety and Justice Programs
P.O. Box 1993
Blythewood, SC 29016
ATTN: Mr. Craig Luccy

Thank you for your prompt attention to this matter. Should you have any questions or concerns, please do not hesitate to contact Mr. Luccy at 803-897-7789, or by e-mail at craigluccy@scdps.gov. Congratulations on your agency's award.

Sincerely,

Phil Riley
Director

Cc: Craig Luccy
Joyce McCarty
Ed Harmon

**BODY-WORN CAMERAS FUND
CASH AWARD CONDITIONS**

AWARDED AGENCY: Fifth Circuit Solicitor's Office

AWARD DATE: August 1, 2016

AUTHORIZED SIGNATURE ON THE BODY-WORN CAMERAS FUND CASH AWARD DOCUMENT IS INDICATIVE OF THE AWARDED AGENCY UNDERSTANDING AND AGREEING TO THE STATED CONDITIONS BELOW.

* * * * *

- 1) This award is contingent upon approval and availability of funds from the state funding source.
- 2) The signed BWC Cash Award document must be sent to the Office of Highway Safety and Justice Programs (OHSJP) within 30 days of the Date of Award specified on the Cash Award document.
- 3) Please note that your agency's assigned SC Enterprise Information System (SCEIS) vendor number is needed in order to process and issue a check to your agency for the awarded amount. This vendor number may be provided to Mr. Craig Luccy of the OHSJP at 803-896-7789, or by e-mail at craigluccy@scdps.gov. If your agency does not currently have an assigned SCEIS vendor number, you may contact Mr. Luccy at the phone number or e-mail address above for assistance in establishing this vendor number.
- 4) Documentation of purchases for equipment, storage, and/or maintenance, whether initial purchase or reimbursement, must be submitted, after all items have been ordered, received, and paid, to the OHSJP as soon as possible. Documentation should demonstrate clearly that any and all procurement procedures operative within your agency have been followed.
- 5) Funds awarded to the agency may only be used for the intended purpose (i.e., purchase of body-worn camera equipment, maintenance, and/or storage) of the award. Funds awarded are subject to audit by the awarding agency.

* * * * *

FOR OHSJP USE ONLY

* * * * *

NO.	ASSIGNED TO	CLEARED BY	DATE	NO.	ASSIGNED TO	CLEARED BY	DATE
2	SA			4	SA		
3	SA						

Richland County Council Request of Action

Subject:

Intergovernmental Agreement with the City of Columbia

Richland County Council Request of Action

Subject: Intergovernmental Agreement with the City of Columbia

A. Purpose

At the May 3, 2016 Council meeting, Council approved the release of funds, in an amount up to \$62,400, being held in the Stormwater fund balance to be allocated for the dredging of silt from Lake Katherine. Any use of these funds for a collaborative effort to dredge the Lake must be done pursuant to an intergovernmental agreement between the parties involved.

Pursuant to the abovementioned motion, Council is being requested to approve an intergovernmental agreement with the City of Columbia.

B. Background / Discussion

At the April 5, 2016 Council meeting, Mr. Pearce brought forth the following motion:

“I move that Council approve the release of funds being held in the Stormwater fund balance previously allocated for the dredging of silt from Lake Katherine. The City of Columbia has agreed to fund the balance of this project.”

On 9/9/13, a Consent Decree (CD) was issued by the United States on behalf of the US Environmental Protection Agent (EPA) to the City of Columbia (City) for Clean Water Act Violations – see attached excerpt of CD.

Pursuant to the CD, a civil penalty of \$476,400 was paid by the City to the EPA and SC Department of Health and Environmental Control (DHEC).

EPA and DHEC each received half of the civil penalty or \$238,200.

DHEC is delegated by EPA to implement the compliance and enforcement of the Clean Water Act in SC. Given this information, and pursuant to the Pollution Control Act (see attached SC State Code), half of the civil penalty received by DHEC is allocated to the State of South Carolina’s budget and the remaining half is allocated to the County where the violation occurred.

Subsequently, the \$119,100 that was paid to the County and received on 8/18/14 has been restricted to Stormwater’s Fund balance.

In 2004, Wilber Smith Associates conducted a sediment deposit and mitigation study of Lake Katherine for the City of Columbia. In the report for the study, data was provided regarding the sediment load summary for the County and a cost estimate for the sediment removal from Lake Katherine.

At the May 3, 2016 Council meeting, Council approved the release of funds, in an amount up to \$62,400, being held in the Stormwater fund balance to be allocated for the

dredging of silt from Lake Katherine. Any use of these funds for a collaborative effort to dredge the Lake must be done pursuant to an intergovernmental agreement between the parties involved.

Pursuant to the abovementioned motion, Council is being requested to approve an intergovernmental agreement with the City of Columbia.

The financial impact of this request to the County is \$62,400, which is available in the Stormwater fund balance.

C. Legislative / Chronological History

- April 5, 2016 – Motion was made by Mr. Pearce at Council Meeting
- September 9, 2013 – a Consent Decree (CD) was issued by the United States on behalf of the US Environmental Protection Agent (EPA) to the City of Columbia (City) for Clean Water Act Violations
- May 3, 2016 - Council approved the release of funds, in an amount up to \$62,400, being held in the Stormwater fund balance to be allocated for the dredging of silt from Lake Katherine. Any use of these funds for a collaborative effort to dredge the Lake must be done pursuant to an intergovernmental agreement between the parties involved.

D. Alternatives

1. Approve the intergovernmental agreement with the City of Columbia relative to partially funding the dredging of Lake Katherine. Per this agreement, the City shall be responsible for this project and the County's sole responsibility is to provide to the City \$62,400 for partially funding this project.
2. Do not approve the intergovernmental agreement with the City of Columbia relative to partially funding the dredging of Lake Katherine. Per this agreement, the City shall be responsible for this project and the County's sole responsibility is to provide to the City \$62,400 for partially funding this project.

E. Final Recommendation

This request of action is pursuant to the May 3, 2016 Council directive to have an intergovernmental agreement between the County and City of Columbia prior to any funds for this project being released. This action was reflective of Staff's recommendation. Accordingly, staff has drafted the attached intergovernmental agreement for Council's review and action. The Council recommended funding amount is available in the Stormwater's fund balance.

**STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) BETWEEN RICHLAND COUNTY AND THE
COUNTY OF RICHLAND) CITY OF COLUMBIA
 (Lake Katherine Sediment Removal)**

This Agreement entered into this ____ day of _____, 2016, by and between Richland County, South Carolina (the “County”), and the City of Columbia, South Carolina (the “City”).

WITNESSETH THAT:

WHEREAS, the City has agreed to remove, or have removed, the sediment/silt in Lake Katherine (the “Project”), which is private lake located in the City of Columbia; and

WHEREAS, the Project will have positive environmental effects on the County’s watercourses and stormwater runoff; and

WHEREAS, the County has agreed to provide a portion of funding for the Project;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties agree as follows:

1. The Project will be performed by the City or its contractor and, if necessary, bid through the City’s procurement process.

2. The City shall be responsible for the Project, including any design services, right-of-way acquisition, mobilization, traffic control, clearing and grubbing, drainage and erosion control, and appropriate inspection services. The City agrees that the County’s sole responsibility under this Agreement and as it relates to the Project is to provide the below specified partial funding.

3. The County shall provide to the City, for the sole purpose of partially funding the Project, an amount equal to \$62,400.00. The City shall request the funds in writing from the County only after the Project has been bid, if necessary, and work on the Project has begun. If, for any reason, work on the Project is not completed after the City’s receipt of the herein described County funds, the City shall repay the County a pro rata amount based on the County’s award, the total Project costs, and the percentage of work completed. In no event will the County be required to provide funds over and above the amount herein provided.

4. The parties agree that if the City fails to begin work, or have work begun, on the Project within 180 days of the date of execution of this Agreement, the County may in its sole discretion terminate this Agreement. In such case, the County shall have no further obligations under the Agreement.

5. To the extent permitted by state law and subject to the provisions of the South Carolina Tort Claims Act, the City agrees to indemnify and hold harmless the County from any and all liability, damage, expense, causes of action, suits, claims or judgment arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the City and its employees, in connection with or arising out of the activities encompassed by this Agreement.

6. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

7. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

9. This Agreement represents the entire and integrated agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project. The parties agree that this Agreement does not create any third party beneficiaries, is for the benefit only for the parties herein, and that the Agreement may not be assigned in whole or in part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Printed Name: Gerald Seals

Title: Interim County Administrator

City of Columbia, South Carolina

By: _____

Printed Name: Teresa Wilson

Title: City Manager

Richland County Council Request of Action

Subject:

Community Development: Approval of Additional County Positions

Richland County Council Request of Action

Subject: Community Development: Approval of County Positions for CDBG-DR Grant Funds

A. Purpose

County Council is being requested to authorize the approval of six County positions to provide daily implementation, compliance and management of the Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds.

B. Background

During the County's FY17 budgetary process, Council approved the acceptance of the CDBG-DR grant funding and authorized four essential positions related to the management of the grant funds, including an assistant program manager of the CDBG-DR Program, two case managers and an accounting manager. These positions were initially requested to assist at the grant's onset.

Council is requested to approve the hiring of six additional staff members to cover the remaining needs of the CDBG-DR grant for up to six year grant period. These grant funded positions were included in the CDBG-DR Action Plan, which was approved by Council and submitted to HUD in September 2016 – see attached relevant excerpt from the approved Action plan.

All six County positions will be vetted through the normal Human Resource Department (HRD) process. The six positions may be for the duration of the grant but will not exceed the grant period, which is expected to be three years, but is allowed to be up to six years by HUD. The positions will be advertised and filled as temporary grant-funded positions. Prior to employment, all employees for the positions will be required to sign the HRD document that notifies them of the positions' temporary status. No County funds are required to match the \$23.5 million CDBG-DR grant.

The County's Community Development Department will manage the CDBG-DR grant funds. County staff has met with federal officials on many occasions since the beginning of the calendar year to discuss the implementation of the CDBG-DR program. The discussions from those meetings coupled with requirements in the Federal Register (footnote) are the basis for which these positions are strategically proposed. County staff has completed an assessment of current staffing abilities and the need for additional positions to meet all of the federal compliance standards that are extant. HUD officials have reviewed the staffing plan (attached) and have generally agreed with the plan. HUD officials have advised County staff that appropriate mechanisms are essential to successful implementation from its perspective. County staff will work diligently to invest as much of the funds into the community as possible. However, it is important to properly staff the organization to meet the needs of the grant and the grantor. Staff believes this plan accomplishes all of that. Thus, Council approval of these positions will amend the Community Development's departmental budget to include the six additional positions.

Additional details regarding the positions are outlined in the table below:

Office Location	Position(s)	Need
Community Development Department	Housing Program Manager; Grant Accountant; Inspector	To manage federal compliance standards of the housing program.
Procurement Department	Procurement Specialist	To manage procurement operations to meet federal compliance standards.
Public Information Department	Public Information Specialist	To manage federal compliance standards for public notification.
? County council?	Program Auditor	To manage compliance of federal financial reporting standards and to serve as an independent auditor and report directly to the County Council.

Please note that this request is consistent with HUD’s recommendation for hiring additional administrative staff during the grant’s life (up to six years or 2023). The County has selected an anticipated timeline of expenditures no later than January 2020, or three years from the grant agreement signature date.

C. Relevant Legislative History

June 9, 2016 – Council approved the following motion:

To accept the Federal Award of the Community Development Block Grant – Disaster Recovery [CDBG-DR] of \$23.5 million from HUD and approval to fund essential tasks related to the implementation and management of the grant. To include approval for development of the CDBG-DR Action plan and approval of essential positions related to startup and management of grant: Asst. Program Manager of CDBG-DR Program, Case managers 2 county positions, 1 Accounting Manager. All positions are funded with CDBG-DR grant money and will end when responsibilities and funding related to the grant have been closed out. This grant does not contain a match requirement. The County will only fill the positions necessary and the majority of the funding will go toward flood repair.

September 13, 2016 – Council approved the adoption of the Richland County Community Development Block Grant Disaster Recovery (CDBG-DR) Action Plan.

D. Alternatives

1. Approve the request to authorize six (6) County positions (Housing Program Manager; Grant Accountant; Program Auditor; PIO Specialist; Procurement Specialist; and Inspector) for the operations and management of the CDBG-DR grant. Council approval of this alternative will facilitate the hiring of temporary grant-funded County staff to assist in the administration of the CDBR-DR grant funds. Approval of this alternative would result in \$933,414 being allocated for the salaries/fringes for these six (6) grant-funded positions over a three year period.
2. Do not approve the request to authorize six (6) County positions (Housing Program Manager; Grant Accountant; Program Auditor; PIO Specialist; Procurement Specialist; and Inspector) for the operations and management of the CDBG-DR grant. The non-hiring of

these essential personnel could cause a disruption in the next phase of the CDBG-DR grant and adversely impact the implementation of the programs for the citizens.

E. Final Recommendation

Approve the hiring of six positions to cover the remaining needs of the CDBG-DR grant for up to, but not to exceed, the six year grant period. These positions are included in the CDBG-DR Action Plan, which was approved by Council and submitted to HUD in September 2016 – see attached relevant excerpt from the approved Action Plan.



The County has identified the departments responsible for functions of the CDBG-DR program:

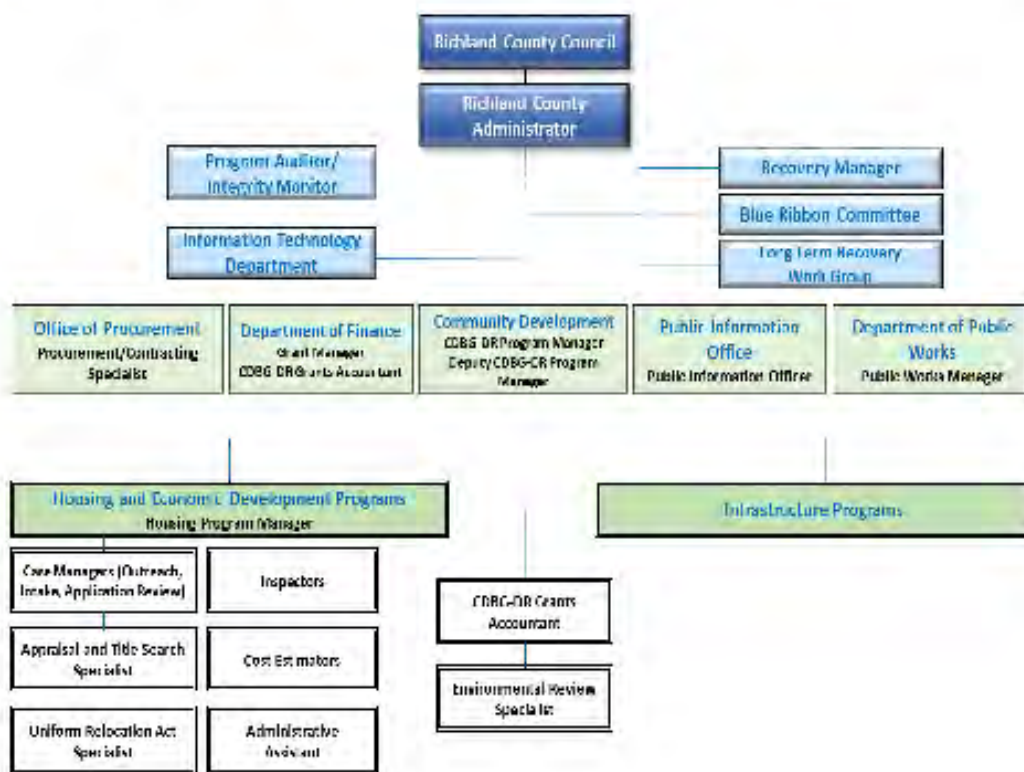
County Department or Office	Responsibility
Office of the County Administrator	General oversight of CDBG-DR program delivery. Coordination of all departments in the delivery of the CDBG-DR programs. The Independent Auditor will report directly to the County Administrator.
Office of Emergency Management	Liaison between FEMA and Richland County in determining preliminary damage estimates; information will be used to determine unmet need and DOB analysis; also used to connect affected citizens to resources.
Information Technology Department	Maintains IFAS; supports technology needs of County departments.
Public Information Office	Maintains comprehensive communications strategy for program activities including the disaster recovery website http://rcgov.us/floodrecovery .
Department of Finance	Implements financial controls and sound financial management practices to ensure financial compliance and timely expenditure of funds.
Office of Procurement & Contracting	Manages contracts for professional services and construction to ensure compliance with procurement and contractual obligations.
Public Works Department	Manages program activities for infrastructure projects including damage estimates; advises on appropriate resilience and sustainability measures that would potentially mitigate and/or prevent future flooding.
Department of Community Development	Responsible department for CDBG-DR funding. Coordinates departments in delivery of CDBG-DR programs, including program design and quality control functions. Provides general oversight and management for all housing and economic development programs, including DRGR maintenance, internal monitoring, case management, eligibility certification, and environmental compliance.

5.9 Staffing

Although the County has existing staff resources, it will also maximize use of the resources available through its partners. There are organizations in the community that have been critical to the response process. These organizations already have resources in place that could be tailored to meet needs under the County's CDBG-DR programs. As the County is developing its staffing model, it will consider all options and determine what the most reasonable staffing model looks like in relation to the program activities it will undertake.



The County's staffing model will be flexible to accommodate the needs associated with program activities. As the programs get underway, the County will make the appropriate adjustments to accommodate the work load. The organizational chart in this section shows the various functions that will be associated with program activities.



Note that the Housing Program Manager position is specifically called out in this organizational chart. Program Management functions for Economic Development and Infrastructure will be handled by the CDBG-DR Program Manager and the Public Works Manager, respectively.

The County has existing staff members who will fulfill the roles of:

- Information Technology Specialist
- Procurement/Contracting Specialist
- CDBG-DR Program Manager
- Public Information Officer
- Public Works Manager
- Case Manager
- Inspector



The County has hired the following position in support of the planning and implementation:

Deputy Program Manager for CDBG-DR, within the Department of Community Development.

The County expects to hire the following positions:

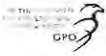
- **Independent Auditor** – will be hired through the County and accountable to the County Administrator
- **Grant Manager** – will be hired through the Department of Finance or contracted through existing consultant
- **CDBG-DR Accountant** – will be hired through the Department of Community Development or contracted through existing consultant
- **Housing Program Manager** – will be hired through the Department of Community Development or contracted through existing consultant
- **Case Managers** – will be in addition to existing staff members to augment capacity as needed, contracted through existing consultant
- **Appraisal and Title Search Specialists** – will be contracted out depending on program activity needs
- **Uniform Relocation Act Specialist** – will be contracted out through existing consultant as needed, depending on program activity requirements
- **Inspectors** – will be in addition to existing staff members to augment capacity as needed, contracted through existing consultant
- **Cost Estimators** – will be contracted out through existing consultant
- **Environmental Review Specialist** – will be contracted out through existing consultant
- **Administrative Assistant** – will be hired through the County Department of Community Development.

5.10 Internal and Interagency Coordination

Several departments within Richland County will share in the implementation responsibilities for the CDBG-DR grant, as described above in the Capacity section. However, the County Administrator's Office will be ultimately responsible for ensuring internal and interagency coordination and communication among the various departments. Coordination has already begun as evidenced by the response phase immediately after the floods in October 2015. As the programs evolve, it may be necessary to expand the responsibilities under any given department.

As a part of this process, department leaders have been informed of the types of responsibilities they will be tasked with under the grant. To the greatest extent possible, the County will standardize its processes and program templates so that each department is well versed in the logistics associated with each program activity. The County will develop a simplified work-flow of activities based upon the setup of each program to be codified in the policies and procedures manuals for each program. Upon program startup, department managers will establish timelines and milestones that will be communicated to each department head.

In addition to the interdepartmental cooperation that has already resulted in deployment of resources to affected citizens, the County has established both the Richland County Disaster Recovery Working Group (Working Group) and the Blue Ribbon Advisory Committee (Advisory Committee) to open communication channels and relationships that will support implementation of recovery activities. Both of these groups, more fully described below, will continue to provide critical services in development and implementation of CDBG-DR programs.



Dated: June 9, 2016.

Brian P. Fitzmaurice,
Director, Division of Community Assistance,
Office of Special Needs Assistance Programs.

**TITLE V, FEDERAL SURPLUS PROPERTY
PROGRAM FEDERAL REGISTER REPORT
FOR 06/17/2016**

Suitable/Available Properties

Building

Alabama

Gadsden Federal Building and Courthouse

600 Broad Street

Gadsden AL 35901

Landholding Agency: GSA

Property Number: 54201620018

Status: Excess

GSA Number: 4-G-AL-0805-AA

Comments: 105+ yrs. old; 17,488 sq. ft.; office & courthouse; listed on the national historic register; access must be coordinated, contact GSA for more information.

Historic Hannah Houses

157 and 159 N Conception Street

Mobile AL 36603

Landholding Agency: GSA

Property Number: 54201620020

Status: Excess

GSA Number: 4-G-AL-0817AAA

Comments: 163+ yrs. old; 8,868 sq. ft.; office; residential; vacant 120+ mos.; rehabilitation work needed; contact GSA for more information.

Maryland

Chapel Naval Station (Facility No. 127NS)

55 Eucalyptus Road

Annapolis MD 21402

Landholding Agency: Navy

Property Number: 77201620019

Status: Underutilized

Comments: off-site removal only; 68+ yrs. old; 2,062 sq. ft.; storage; 60+ mos. vacant; repairs needed; no future agency need; contact Navy for more information.

Massachusetts

Shed

1 Little Harbor Road

Falmouth MA 02543

Landholding Agency: Coast Guard

Property Number: 88201620003

Status: Excess

Comments: off-site removal only; 20+ yrs.

old; 240 sq. ft. each; shed; requires maintenance; contact Coast Guard for more information.

North Carolina

Bryson City Federal Building and Courthouse

50 Main Street

Bryson City NC 28713

Landholding Agency: GSA

Property Number: 54201620019

Status: Excess

GSA Number: 4-G-NC-0838-AA

Comments: 54+ yrs. old; 34,156 sq. ft.; office & courthouse; access must be coordinated; lease expires less than 6 mos.; sits on 1.3 acres of land; contact GSA for more information.

Virginia

Bldg. 27267

Bldg. 27267; MCB-4

Martine Corps Base

Quantico VA 22134

Landholding Agency: Navy

Property Number: 77201620020

Status: Unutilized

Comments: off-site removal only; 13+ yrs. old; 713 sq. ft.; storage; no future agency need; contact Navy for more information.

Washington

Wenatchee Federal Building

301 Yakima Street

Wenatchee WA 98001

Landholding Agency: GSA

Property Number: 54201620012

Status: Excess

GSA Number: 9-G-WA-1286

Directions: The property is leased to governmental tenants and will continue to be leased 24 months from the date of sale with the option, to renew for a 5-year term.

Comments: 104,414 sf 4 story office building with full basement and mechanical penthouse constructed in 1973 on a 2.7-acre lot with 129 parking spaces; contact GSA for more information.

N Border Housing at the Laurie

LOPE

27107 Highway 395 North

Laurier WA 99146

Landholding Agency: GSA

Property Number: 54201620022

Status: Excess

GSA Number: 9-G-WA-1297-AA

Comments: off-site removal only; 80+ yrs. old; 1,970 sq. ft.; due to size/+yrs. relocation extremely difficult; storage; 144+ mos. vacant; contacts GSA for more information.

South Border Housing at the Laurie

LOPE

27107 Highway 395 North

Laurier WA 99146

Landholding Agency: GSA

Property Number: 54201620023

Status: Excess

GSA Number: 9-G-WA-1297-AB

Comments: off-site removal only; 80+ yrs. old; 2,200 sq. ft.; due to size/+yrs. relocation extremely difficult storage; 144+ mos. vacant; contact GSA for more information.

Unsuitable Properties

Building

Maryland

Mini Mart/Package Store

(Facility #178NS)180 Kinkaid Road

Annapolis MD 21402

Landholding Agency: Navy

Property Number: 77201620018

Status: Underutilized

Comments: documented deficiencies: documentation provided represents a clear threat to personal physical safety; structural damages; hit by a vehicle 02/11/11.

Reasons: Extensive deterioration

Massachusetts

3 Buildings

1 Little Harbor Rd.

Falmouth MA 02543

Landholding Agency: Coast Guard

Property Number: 88201620002

Status: Excess

Directions: Aids to Navigation Bldg.;

Engineering Bldg., Supply Bldg.

Comments: public access denied and no alternative method to gain access without compromising national security.

Reasons: Secured Area

[FR Doc. 2016-14058 Filed 6-16-16; 8:45 am]

BILLING CODE 4210-67-P

**DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

[Docket No. FR-5938-N-01]

**Allocations, Common Application,
Waivers, and Alternative Requirements
for Community Development Block
Grant Disaster Recovery Grantees**

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Notice.

SUMMARY: This notice allocates \$299 million in Community Development Block Grant disaster recovery (CDBG-DR) funds appropriated by the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act of 2016 for the purpose of assisting long-term recovery in South Carolina and Texas. This notice describes applicable waivers and alternative requirements, relevant statutory provisions for grants provided under this notice, the grant award process, criteria for plan approval, and eligible disaster recovery activities. The waivers, alternative requirements, and other provisions of this notice reflect the Department's commitment to expediting recovery, increasing the resilience of impacted communities and ensuring transparency in the use of Federal disaster recovery funds.

DATES: *Effective Date:* June 22, 2016.

FOR FURTHER INFORMATION CONTACT: Stanley Gimont, Director, Office of Block Grant Assistance, Department of Housing and Urban Development, 451 7th Street SW., Room 7286, Washington, DC 20410, telephone number 202-708-3587. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Relay Service at 800-877-8339. Facsimile inquiries may be sent to Mr. Gimont at 202-401-2044. (Except for the "800" number, these telephone numbers are not toll-free.) Email inquiries may be sent to disaster_recovery@hud.gov.

SUPPLEMENTARY INFORMATION:

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- II. Use of Funds
- III. Management and Oversight of Funds
- IV. Authority To Grant Waivers

- V. Overview of Grant Process
- VI. Applicable Rules, Statutes, Waivers, and Alternative Requirements
 - A. Grant Administration
 - B. Housing and Related Floodplain Issues
 - C. Infrastructure
 - D. Economic Revitalization
 - E. Certifications and Collection of Information
- VII. Duration of Funding
- VIII. Catalog of Federal Domestic Assistance
- IX. Finding of No Significant Impact
- Appendix A: Allocation Methodology

I. Allocations

Section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 (Pub. L. 114–113, approved December 18, 2015) (Appropriations

Act) makes available \$300 million in Community Development Block Grant (CDBG) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2015, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*), related to the consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events. The Appropriations Act provides \$1 million of these funds for the Department’s management and oversight of funded

disaster recovery grants. The law provides that grants shall be awarded directly to a State or unit of general local government (UGLG) at the discretion of the Secretary. Unless noted otherwise, the term “grantee” refers to the State or UGLG receiving a direct award from HUD under this notice. To comply with statutory direction that funds be used for disaster-related expenses in the most impacted and distressed areas, HUD allocates funds using the best available data that cover all of the eligible affected areas.

Based on a review of the impacts from these disasters, and estimates of unmet need, HUD is making the following allocations:

TABLE 1—ALLOCATIONS UNDER PUBLIC LAW 114–113

Disaster No.	State	Grantee	Allocation	Minimum amount that must be expended for recovery in the HUD-identified “most impacted” areas identified
4241	South Carolina	Lexington County (Urban County).	\$16,332,000	(\$16,332,000) Lexington County Urban County jurisdiction.
4241	South Carolina	Columbia	19,989,000	(19,989,000) City of Columbia.
4241	South Carolina	Richland County (Urban County).	23,516,000	(23,516,000) Richland County Urban County jurisdiction.
4241	South Carolina	State of South Carolina	96,827,000	(65,494,200) Charleston, Dorchester, Florence, Georgetown, Horry, Lexington, Richland, Sumter, Williamsburg.
4223, 4245	Texas	Houston	66,560,000	(66,560,000) City of Houston.
4223, 4245	Texas	San Marcos	25,080,000	(25,080,000) City of San Marcos.
4223, 4245	Texas	State of Texas	50,696,000	(22,228,800) Harris, Hays, Hidalgo, Travis.
Total			299,000,000	

Table 1 also shows the HUD-identified “most impacted and distressed” areas impacted by the disasters that did not receive a direct award. At least 80 percent of the total funds provided within each State under this notice must address unmet needs within the HUD-identified “most impacted and distressed” areas, as identified in the last column in Table 1. A State may determine where the remaining 20 percent may be spent by identifying areas it deems as “most impacted and distressed.” A detailed explanation of HUD’s allocation methodology is provided at Appendix A.

Each grantee receiving an allocation under this notice must submit an initial action plan for disaster recovery, or “action plan,” no later than 90 days after the effective date of this notice. HUD will only approve action plans that meet the specific requirements identified in this notice under section VI, “Applicable Rules, Statutes, Waivers, and Alternative Requirements.”

II. Use of Funds

The Appropriations Act requires that prior to the obligation of funds a grantee shall submit a plan detailing the proposed use of all funds, including criteria for eligibility, and how the use of these funds will address long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas. Thus, an action plan for disaster recovery must describe uses and activities that: (1) Are authorized under title I of the Housing and Community Development Act of 1974 (HCD Act) or allowed by a waiver or alternative requirement published in this notice, and (2) respond to a disaster-related impact. To inform the plan, grantees must conduct an assessment of community impacts and unmet needs to guide the development and prioritization of planned recovery activities.

Additionally, as provided for in the HCD Act, funds may be used as a matching requirement, share, or contribution for any other Federal program when used to carry out an

eligible CDBG–DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA) and the U.S. Army Corps of Engineers (USACE), among other Federal sources. In accordance with Public Law 105–276, grantees are advised that not more than \$250,000 may be used for the non-Federal cost-share of any project funded by the Secretary of the Army through USACE. Additionally, CDBG–DR funds cannot supplant, and may not be used for activities reimbursable by or for which funds are made available by FEMA or USACE.

III. Management and Oversight of Funds

Consistent with 2 CFR 200.205 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements), HUD will evaluate the risks posed by grantees before they receive Federal awards. HUD believes there is merit in establishing an assessment method similar to the method employed under a prior CDBG–DR appropriation

(Disaster Relief Appropriations Act, 2013 (Pub. L. 113–2)). Therefore, this notice requires grantees to submit documentation required by paragraphs (1) through (8) below (“Risk Analysis Documentation”) in advance of signing a grant agreement that will allow the Department to ensure that grantees can adequately manage and oversee the CDBG–DR award.

The grant terms of the award will reflect HUD’s risk assessment of the grantee and will require the grantee to adhere to the description of its grant oversight and implementation plan submitted in response to this notice (as described in paragraph 8 of section III of this notice). HUD will also institute an annual risk analysis as well as on-site monitoring of grantee management to further guide oversight of these funds.

Each grantee must submit Risk Analysis Documentation to demonstrate in advance of signing a grant agreement that it has in place proficient controls, procedures, and management capacity. This includes demonstrating financial controls, procurement processes, and adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act. The grantee must also demonstrate that it can effectively manage the funds, ensure timely expenditure of funds, maintain a comprehensive Web site regarding all disaster recovery activities assisted with these funds, and ensure timely communication of application status to applicants for disaster recovery assistance. Grantees must also demonstrate adequate capacity to manage the funds and address any capacity needs. In order to demonstrate proficient controls, procedures, and management capacity, each grantee must submit the following Risk Analysis Documentation to the grantee’s designated HUD representative within 30 days of the effective date of this notice, or with the grantee’s submission of its action plan, whichever date is earlier.

1. *Financial Controls.* A grantee has in place proficient financial controls if each of the following criteria is satisfied:

a. The grantee’s most recent single audit and annual financial statement indicates that the grantee has no material weaknesses, deficiencies, or concerns that HUD considers to be relevant to the financial management of the CDBG program. If the single audit or annual financial statement identified weaknesses or deficiencies, the grantee must provide documentation showing how those weaknesses have been removed or are being addressed; and

b. The grantee has assessed its financial standards and has completed

the HUD monitoring guide for financial standards (Pub. L. 114–113, Guide for Review of Financial Management (the Financial Management Guide)). The grantee’s standards must conform to the requirements of the Financial Management Guide. The grantee must identify which sections of its financial standards address each of the questions in the guide and which personnel or unit are responsible for each item.

2. *Procurement.* A grantee has in place a proficient procurement process if:

a. For local governments: The grantee will follow the specific applicable procurement standards identified in 2 CFR 200.318 through 200.326 (subject to 2 CFR 200.110, as applicable). The grantee must provide a copy of its procurement standards and indicate the sections of its procurement standards that incorporate these provisions. The procedures should also indicate which personnel or unit are responsible for each item; or

b. For States: The grantee has adopted 2 CFR 200.318 through 200.326 (subject to 2 CFR 200.110, as applicable), or the effect of the grantee’s procurement process/standards are equivalent to the effect of procurements under 2 CFR 200.318 through 200.326, meaning that the process/standards operate in a manner providing fair and open competition. The grantee must provide its procurement standards and indicate how the sections of its procurement standards align with the provisions of 2 CFR 200.318 through 200.326, so that HUD may evaluate the overall effect of the grantee’s procurement standards. The procedures should also indicate which personnel or unit are responsible for the task. Guidance on the procurement rules applicable to States is provided in paragraph A.22, section VI, of this notice.

3. *Duplication of benefits.* A grantee has adequate procedures to prevent the duplication of benefits when it provides HUD a uniform prevention of duplication of benefits procedure wherein the grantee identifies its processes for each of the following: (1) Verifying all sources of disaster assistance received by the grantee or applicant, as applicable; (2) determining an applicant’s unmet need(s) before awarding assistance; and (3) ensuring beneficiaries agree to repay the assistance if they later receive other disaster assistance for the same purpose. Grantee procedures shall provide that prior to the award of assistance, the grantee will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and other sources of funding to

prevent the duplication of benefits. The procedures should also indicate which personnel or unit is responsible for the task. Departmental guidance to assist in preventing a duplication of benefits is provided in a notice published in the **Federal Register** at 76 FR 71060 (November 16, 2011) and in paragraph A.21, section VI, of this notice.

4. *Timely expenditures.* A grantee has adequate procedures to determine timely expenditures if a grantee provides procedures to HUD that indicate how the grantee will track expenditures each month, how it will monitor expenditures of its recipients, how it will reprogram funds in a timely manner for activities that are stalled, and how it will project expenditures to provide for the expenditure of all CDBG–DR funds within the period provided for in paragraph A.24 of section VI of this notice. The procedures should also indicate which personnel or unit is responsible for the task.

5. *Management of funds.* A grantee has adequate procedures to effectively manage funds if its procedures indicate how the grantee will verify the accuracy of information provided by applicants; if it provides a monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items are monitored; and if it demonstrates that it has an internal auditor and includes a document signed by the internal auditor that describes his or her role in detecting fraud, waste, and abuse.

6. *Comprehensive disaster recovery Web site.* A grantee has adequate procedures to maintain a comprehensive Web site regarding all disaster recovery activities if its procedures indicate that the grantee will have a separate page dedicated to its disaster recovery that will contain links to all action plans, action plan amendments, performance reports, citizen participation requirements, contracts and activity/program information for activities described in the action plan. The procedures should also indicate the frequency of Web site updates and which personnel or unit is responsible for the task.

7. *Timely information on application status.* A grantee has adequate procedures to inform applicants of the status of their applications for recovery assistance, at all phases, if its procedures indicate methods for communication (*i.e.*, Web site, telephone, case managers, letters, etc.), ensure the accessibility and privacy of individualized information for all applicants, indicate the frequency of applicant status updates and identify

which personnel or unit is responsible for the task.

8. *Preaward Implementation Plan.* In order to assess risk as described in 2 CFR 200.205(b) and (c), the grantee will submit an implementation plan to the Department. The plan must describe the grantee's capacity to carry out the recovery and how it will address any capacity gaps. HUD will determine a plan is adequate to reduce risk if, at a minimum:

a. *Capacity Assessment.* The grantee has conducted an assessment of its capacity to carry out recovery efforts, and has developed a timeline with milestones describing when and how the grantee will address all capacity gaps that are identified.

b. *Staffing.* The plan shows that the grantee has assessed staff capacity and identified personnel that will be in place for purposes of case management in proportion to the applicant population; program managers who will be assigned responsibility for each primary recovery area (*i.e.*, housing, economic revitalization, and infrastructure); and staff responsible for procurement/contract management, environmental compliance and compliance with applicable requirements, as well as staff responsible for monitoring and quality assurance, and financial management. An adequate plan will also provide for an internal audit function with responsible audit staff reporting independently to the chief officer or board of the governing body of any designated administering entity.

c. *Internal and Interagency Coordination.* The grantee's plan describes, in the plan, how it will ensure effective communication between different departments and divisions within the grantee's organizational structure that are involved in CDBG-DR-funded recovery efforts between its lead agency and subrecipients responsible for implementing the grantee's action plan, and with other local and regional planning efforts to ensure consistency.

d. *Technical Assistance.* The grantee's implementation plan describes its plan for the procurement and provision of technical assistance for any personnel that the grantee does not employ at the time of action plan submission, and to fill gaps in knowledge or technical expertise required for successful and timely recovery implementation where identified in the capacity assessment.

e. *Accountability.* The grantee's plan identifies the principal lead agency responsible for implementation of the jurisdiction's CDBG-DR award and indicates that the head of that agency

will report directly to the chief executive officer of the jurisdiction.

9. *Certification of Accuracy of Risk Analysis Documentation.* The grantee must submit a certification to the accuracy of its Risk Analysis Documentation submissions as required by section VI.E.44 of this notice.

Additionally, this notice requires grantees to submit to the Department a projection of expenditures and outcomes as part of its action plan for approval. Any subsequent changes, updates or revision of the projections will require the grantee to amend its action plan to reflect the new projections. This will enable HUD, the public, and the grantee to track planned versus actual performance. For more information on the projection requirements, see paragraph A.1.i of section VI of this notice.

In addition, grantees must enter expected completion dates for each activity in HUD's Disaster Recovery Grant Reporting (DRGR) system. When target dates are not met or are extended, grantees are required to explain the reason for the delay in the Quarterly Performance Report (QPR) activity narrative. For additional guidance on DRGR system reporting requirements, see paragraph A.2 under section VI of this notice. More information on the timely expenditure of funds is included in paragraphs A.24-27 under section VI of this notice.

Other reporting, procedural, and monitoring requirements are discussed under "Grant Administration" in section VI of this notice. The Department will institute risk analysis and on-site monitoring of grantee management to guide oversight of these funds.

IV. Authority To Grant Waivers

The Appropriations Act authorizes the Secretary to waive or specify alternative requirements for any provision of any statute or regulation that the Secretary administers in connection with the obligation by the Secretary, or use by the recipient, of these funds, except for requirements related to fair housing, nondiscrimination, labor standards, and the environment (including, but not limited to, requirements concerning lead-based paint). Waivers and alternative requirements are based upon a determination by the Secretary that good cause exists and that the waiver or alternative requirement is not inconsistent with the overall purposes of title 1 of the HCD Act. Regulatory waiver authority is also provided by 24 CFR 5.110, 91.600, and 570.5. Grantees

may request such waivers, as described in Section VI of this notice.

V. Overview of Grant Process

To begin expenditure of CDBG-DR funds, the following expedited steps are necessary:

- Grantee adopts citizen participation plan for disaster recovery in accordance with the requirements of paragraph A.3 of section VI of this notice.

- Grantee consults with stakeholders, including required consultation with affected, local governments and public housing authorities (as identified in section VI of this notice).

- Within 30 days of the effective date of this notice (or when the grantee submits its action plan, whichever is earlier), the grantee submits the required documentation in its Risk Analysis Documentation in order to demonstrate proficient controls, procedures, and management capacity, as described in section III of this notice.

- Grantee publishes its action plan for disaster recovery on the grantee's required disaster recovery Web site for no less than 14 calendar days to solicit public comment.

- Grantee responds to public comment and submits its action plan (which includes Standard Form 424 (SF-424) and certifications) to HUD no later than 90 days after the date of this notice.

- HUD expedites review (allotted 60 days from date of receipt) and approves the action plan according to criteria identified in this notice.

- HUD sends an action plan approval letter, grant conditions, and grant agreement to the grantee. If the action plan is not approved, a letter will be sent identifying its deficiencies; the grantee must then resubmit the action plan within 45 days of the notification letter.

- Grantee signs and returns the fully executed grant agreement.

- Grantee ensures that the final HUD-approved action plan is posted on its official Web site.

- HUD establishes the grantee's line of credit.

- Grantee requests and receives DRGR system access (if the grantee does not already have DRGR access).

- If it has not already done so, grantee enters the activities from its published action plan into the DRGR system and submits its DRGR action plan to HUD (funds can be drawn from the line of credit only for activities that are established in the DRGR system).

- The grantee may draw down funds from the line of credit after the Responsible Entity completes applicable environmental review(s) pursuant to 24