



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

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

**MARCH 24, 2015  
6:00 PM**

**2020 Hampton Street**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. Regular Session: February 24, 2015 [PAGES 4 - 6]

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. Extension of EMS Billing Contract [PAGES 7 - 32]
3. PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits [PAGES 33 - 41]

4. Financial Contribution to SC Slave Dwelling Survey **[PAGES 42 - 44]**
5. Budget Amendment - Paved Road Repair **[PAGES 45 - 49]**
6. Distribution of Mulch and Compost **[PAGES 50 - 53]**
7. Neighborhood Improvement Program Property Purchase - Candlewood **[PAGES 54 - 60]**
8. Wateree Community Actions, Inc. Funding Request **[PAGES 61 - 73]**
9. Alcohol on County Property: Palmetto Tasty Tomato Festival; Development of Process Moving Forward **[PAGES 74 - 86]**
10. Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia **[PAGES 87 - 89]**
11. Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts **[PAGES 90 - 93]**
12. County Council Implementing an Electronic Voting System **[PAGES 94 - 96]**
13. Employee Benefits Comparison **[PAGES 97 - 133]**
14. Renewal of Operating Agreement between Richland County and Columbia Rowing Club **[PAGES 134 - 151]**

**ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

15. Establish a Budget Committee **[PAGE 152]**
16. Emergency Services Department – Fire Truck Purchase **[PAGE 153]**

**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 Request of Action

## **Subject**

Regular Session: February 24, 2015 [PAGES 4 - 6]

## **Reviews**



# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### ADMINISTRATION AND FINANCE COMMITTEE

February 24, 2015  
6:00 PM  
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

#### ELECTION OF THE CHAIR

Mr. Washington moved, seconded by Mr. Livingston, to nominate Mr. Pearce for the position of Chair.

Mr. Manning moved to nominate Ms. Dickerson. The motion died for lack of a second.

The vote in favor was unanimous.

#### APPROVAL OF MINUTES

**December 16, 2014** – Mr. Washington moved, seconded by Mr. Livingston, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF AGENDA

Mr. Manning moved, seconded by Mr. Livingston, to amend the agenda to place the following item on for action: "Neighborhood Improvement Program Property Purchase – Candlewood". The vote in favor was unanimous.

Mr. Livingston moved, seconded by Mr. Washington, to approve the agenda as amended. The vote in favor was unanimous.

#### ITEMS FOR ACTION

**Neighborhood Improvement Program Property Purchase – Candlewood** – Mr. Manning moved, seconded by Mr. Livingston, to defer this item until the March 24<sup>th</sup> Committee meeting. The vote in favor was unanimous.

**Budget Amendment – Public Works Road Maintenance Fund Balance to help fund the Low Volume Paving Program** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request for a



#### Committee Members Present

Greg Pearce, Chair  
District Six

Paul Livingston  
District Four

Jim Manning  
District Eight

Kelvin E. Washington, Sr.  
District Ten

#### Others Present:

Bill Malinowski  
Torrey Rush  
Damon Jeter  
Tony McDonald  
Sparty Hammett  
Warren Harley  
Brandon Madden  
Larry Smith  
Quinton Epps  
Monique Walters  
Brad Farrar  
Daniel Driggers  
Tracy Hegler  
Michelle Onley  
Monique McDaniels  
Nancy Stone-Collum  
Geo Price  
Bill Peters  
Rudy Curtis  
Stacy Culbreath  
Ismail Ozbek

Item# 1

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



**Administration and Finance Committee**  
**Tuesday, February 24, 2015**  
**Page Two**

budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program. The vote in favor was unanimous.

**Budget Amendment – Paved Road Repair** – Mr. Manning moved, seconded by Mr. Livingston, to forward to Council with a recommendation for approval.

Mr. Washington inquired as to why newer roads were taken in by the County, but not some of the older roads that were brought to staff's attention.

Mr. Washington moved, seconded by Mr. Pearce, to defer this item.

Mr. Washington withdrew the motion for deferral.

Mr. Washington inquired as to why Sunny Acres' request was denied and the roads on the list in the agenda packet were allowed to go forward.

*[Due to there no longer being a quorum present, the meeting was recessed.]*

**Extension of EMS Billing Contract** – No action was taken.

**Officer Safety Equipment Upgrade** – No action was taken.

**Distribution of Mulch and Compost** – No action was taken.

**Financial Contribution to SC Slave Dwelling Survey** – No action was taken.

### ITEMS PENDING ANALYSIS

**Establish a Budget Committee** – No action was taken.

**Employee Benefits Package Comparison** – No action was taken.

### ADJOURNMENT

The meeting was recessed until the March 24, 2015 Committee meeting.

# Richland County Council Request of Action

## **Subject**

Extension of EMS Billing Contract [**PAGES 7 - 32**]

## **Reviews**

# Richland County Council Request of Action

**Subject:** Extension of EMS Billing Contract

**A. Purpose**

County Council is requested to extend the Emergency Medical Services (EMS) billing contract with EMS Management & Consultants, Inc. (EMSMC) through June 30, 2019.

**B. Background / Discussion**

Currently, EMS has two contracts with two vendors (EMSMC and Lowcountry Billing) to provide debt collection services for monies owed to the County from the public for ambulance runs.

Lowcountry Billing (Lowcountry) handles all collections on outstanding balances for services rendered by EMS from 2003-2009. Lowcountry is paid 7.9% for the net collections they receive on behalf of the County. The Lowcountry contract with the County began on July 1, 2009. The County amended and extended the contract with Lowcountry on June 28, 2010, June 30, 2011 and February 15, 2013. The contract with Lowcountry will end on June 30, 2019. The original contract with Lowcountry and the most recent addendum is attached.

EMSMC handles all collections on outstanding balances for services rendered by EMS from 2010 to date. The contract with EMSMC began on July 1, 2009 and ended on June 30, 2014 – see attached. In July 2014, Council approved the extension of the EMS billing contract with EMSMC through June 30, 2015 – see attached addendum.

Based on conversations with the County’s Procurement Department, we are requesting an extension of the contract (dated July 1, 2009) with EMSMC through June 30, 2019.

**C. Legislative / Chronological History**

8/28/2008 – Council awarded the contract to EMS Management and Consultants, Inc. for EMS billing and collection services.

7/1/2014 – Council approved the extension of the EMS billing contract to EMSMC through June 30, 2015.

**D. Financial Impact**

Under the present EMS billing contract with EMSMC, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. If the contract is extended, the percentage paid to EMSMC would not increase for the first year of the contract. The percentage paid to EMSMC may decrease in subsequent years.

**E. Alternatives**

1. Approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc. through June 30, 2019. The contract will be effective July 1, 2015.

2. Do not approve the request to extend the Emergency Medical Services billing contract with EMS Management & Consultants, Inc.

**F. Recommendation**

It is recommended County Council extend the EMS Management & Consultants, Inc. Emergency Medical Services billing contract through June 30, 2019.

Recommended by: Daniel Driggers

Department: Finance

Date: 2/3/2015

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Cheryl Patrick

Date: 2/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Emergency Services**

Reviewed by: Michael Byrd

Date: 02/05/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

Legal will defer to Procurement as to whether an extension complies with the Procurement Code.

**Administration**

Reviewed by: Warren Harley

Date: 2/13/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Amendment**

THIS FIRST AMENDMENT TO AGREEMENT entered into the 15<sup>th</sup> day of May 2014, by and between Richland County (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WEREAS, the parties entered into an Agreement dated July 1, 2009 whereby the contractor agreed to provide billing and collection services for Richland County.

WHEREAS, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Amend the Agreement Section 4(a) Term of the Agreement

This amendment will extend the term of the original agreement dated July 1, 2009 for an additional one (1) year term through June 30, 2015.

**4. Term of the Agreement**

(a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2015. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under their several seals the day and year first written above.

**EMS MANAGEMENT & CONSULTANTS, INC.**

\_\_\_\_\_  
Jeff Loney, CEO

**RICHLAND COUNTY**

\_\_\_\_\_  
8/29/14

## BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of July, 2009 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMSMC") and Richland County, SC (hereinafter "Client").

### WITNESSETH:

WHEREAS, EMSMC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMSMC to provide medical billing and collection services and EMSMC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMSMC shall provide routine billing, bill processing and fee collection services reasonably required and customary for Service providers of similar size and situation to Client. These services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients (as EMSMC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during EMSMC normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue. Specific billing policies will be outlined in the Policies and Procedural Manual.

Coordination of handling accounts initiated prior to July 1, 2009 will be resolved prior to July 1, 2009. The Client intends to collect on these accounts provided a customer will not be billed by two entities; i.e. EMS Management Consultants and Lowcountry Billing. Accounts with outstanding balances after the insurance and/or third party payor has determined benefits due will be billed by EMSMC to the patient. EMSMC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payor has accepted responsibility to pay.

Once Client has submitted all necessary information, EMSMC will bill all uninsured patients directly.

EMSMC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include monthly, year-to-date and service inception-to-date billing and collection summary, check register report and deposit tickets. EMSMC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours. EMSMC will provide secure online web access to account and billing information through the EMSMC website: [www.emsbilling.us](http://www.emsbilling.us).

EMSMC shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. EMSMC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMSMC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. EMSMC shall provide Client with written guidelines and/or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of South Carolina providing services to Medicare, Medicaid and other government funded program patients. (The initial written guidelines / Policy and Procedural Manual is required 60-days prior to 7-1-09.) Under no circumstances will EMSMC offer advice on any tax related or legal matters.

EMSMC shall notify Client at [esd@rcgov.us](mailto:esd@rcgov.us) of all patient complaints about clinical services within 24 hours of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. EMSMC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payors, with which Client contracts ("Payor Inquiries"), and advise Client of any significant pattern of payor denials or downcodings for services billed by EMSMC on Client's behalf ("Denial Patterns"). The Client will be notified of Payor Inquiries within ten (10) business days of EMSMC's receipt of same.

EMSMC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMSMC will have



no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMSMC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. EMSMC is to ensure the mitigation of payments currently being sent directly to patients from insurance companies. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access. Client requires the authority to review and approve reconciliation procedures for all transactions affecting bank account 60-days prior to service start.

**2. COMPENSATION OF EMSMC:**

- (a) Client shall pay a fee for the services of EMSMC hereunder, on a monthly basis, in an amount equal to 6.9% for the term of the Contract of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMSMC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMSMC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, Client will not accept payments.

EMSMC shall submit an invoice and supporting documentation to Client by the 10<sup>th</sup> day of each month for the Compensation due to EMSMC for the previous calendar month. The Compensation amount reflected on the invoice shall have terms of net 30 days in which the invoice is first presented to Client. Payment request shall include a summary of all collections for the previous calendar month by type and be reconciled to deposit amounts reflected in the Client's bank account. Any adjustments must be pre-approved by the Client and billed on a separate invoice. All undisputed invoice amounts will be paid directly from the Client to EMSMC via paper check.

EMSMC will provide the County with a weekly packet that will contain checks received by EMSMC and a full reconciliation report for such payments. This practice will be followed until which time Client establishes a separate bank account for counter deposits.

**FEES and CHARGES** - A one-time late fee of 5% shall be added to any invoices that remain unpaid after 60 days from date in which such invoice is first received by Client. No late fee shall be charged on any formal disputed invoice until such dispute is resolved by both parties. Interest shall begin to accrue on all unpaid undisputed balances starting sixty (60) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMSMC or others in attempting to collect amounts due from client, including reasonable attorney fees.

### **3. RESPONSIBILITIES OF CLIENT.**

- (a) Client will provide EMSMC with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMSMC.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. The client will report to EMSMC within ten (10) business days, payments received directly by client; and promptly notify EMSMC of any cases requiring special handling or billing. Client will implement any reasonable changes that EMSMC and Client determine to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payor or insurance carrier to allow EMSMC to carry out its billing and other duties under this Agreement; and maintain client's own files with all original or source documents, as required by law. Client acknowledges that EMSMC is not the agent of Client for storage of source documentation.

- (c) In addition the Client is to provide EMSMC with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMSMC are, to the best of Client's ability, true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (d) The Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

#### 4. TERM OF AGREEMENT.

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. The Agreement shall automatically renew on the same terms and conditions as stated herein, for four successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
  - (i) **Termination for Cause.** Notwithstanding paragraph 5(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:
    - (1) Failure of Client to make timely payments due under this Agreement;
    - (2) Any willful damage to property, business, reputation, or good will of the other party hereto;

- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Solicitation of business on behalf of a competitor or potential competitor of the other party hereto;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties; EMSMC will use due diligence to identify any changes the client should make to be compliant at all levels.
- (8) Commitment of any unethical or immoral act which disparages the other party or could have the effect of disparaging the other party; or
- (9) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMSMC will make available to Client or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMSMC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMSMC with copies of checks and payments

on those accounts which were filed by EMSMC under this agreement. EMSMC shall have no further responsibilities as to such accounts after the Wind Down; however EMSMC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMSMC, regardless of whether such amounts are collected by client during or after the Wind Down period. In the event Client has an undisputed outstanding balance owed to EMSMC which is more than 45 days in arrears at the time of termination, EMSMC shall have no obligation to provide any services after the date of termination.

**6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

- (a) This Agreement to provide billing and collection services is made with EMSMC as Client's exclusive provider for all dates of service during the term hereof, except that Client may contract with Lowcountry Billing Services, Inc. to provide continued billing services for all ambulance runs made prior to the effective date of this contract. The Client may not directly file, submit or invoice for any Services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMSMC as provided in paragraph 3(b) and shall be treated as Net Collections for purposes of paragraph 2(a).
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMSMC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information. EMSMC will return claims to Client only after all efforts have been exhausted to obtain the missing information.

- (e) The Client and EMSMC shall work jointly to develop, implement, and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMSMC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMSMC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate the contract and/or (c) report the misconduct to the appropriate authorities.
- (g) The EMS billing provider on an annual basis will have a Type II audit report based on Auditing Standards No. 70 (Service Organizations) completed and will provide a copy of this report to Richland County. This report is needed so that Richland County's independent auditors can obtain needed information on the EMS billing provider's controls and the effectiveness of such controls as they plan the annual audit for Richland County. This report will contain at a minimum the following information:
  - 1. Independent auditor's opinion on the EMS billing provider's controls
  - 2. Description of the EMS billing provider's controls
  - 3. Description of the independent auditor's test of the operating effectiveness of controls and the results of those tests (testing period is a minimum period of six months).

**7. RESTRICTIVE COVENANT.**

Both parties agree that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement for any reason and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not solicit or attempt to solicit or accept any work or employ any of EMSMC's employees with whom Client had contact during the term of this Agreement, with the intent or purpose to receive from such employees the same or similar services which EMSMC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMSMC, its officers, directors, shareholders, and employees.

**8. PRIVACY.**

Confidentiality. All data and information furnished to EMSMC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMSMC for the sole use of the parties and EMSMC under the terms of this Agreement. EMSMC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

**9. GENERAL.**

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMSMC and Client. EMSMC and its employees and representatives shall be independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

**Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:

Richland County Government  
Office of Procurement  
Attn: Director  
2020 Hampton Street  
Suite 3064  
Columbia, SC 29204

EMSMC:  
EMS Management & Consultants, Inc.  
4731 Commercial Park Ct., Ste. B.  
Clemmons, NC 27006

With Copy to:

Karen M. Wilson  
Robinson & Lawing, LLP  
101 N Cherry Street, Suite 720  
Winston Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

**Governing Law.** This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

**Integration of Terms.** This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

**Amendment and Waiver.** This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not



operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSMC:

CLIENT:

EMS Management & Consultants, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: President

Title: County Administrator

Date: 4/20/09

Date: May 4, 2009

Witnesses

[Signature]  
Vanessa Corey

Witnesses

[Signature]  
Heather Brown

412943.2

Richland County Attorney's Office

[Signature]  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

## Business Associate Agreement

This Agreement between Richland County EMS ("CLIENT"), and EMS Management & Consultants, Inc. ("BILLING COMPANY") is executed for the purpose of ensuring that BILLING COMPANY carries out its obligations to CLIENT in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA").

This Agreement encompasses BILLING COMPANY'S assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to CLIENT by BILLING COMPANY, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

BILLING COMPANY agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Work to mitigate, to the extent practicable, any harmful effect that is known to BILLING COMPANY of a use or disclosure of PHI by the BILLING COMPANY in violation of this Agreement.
4. Report to CLIENT any use or disclosure of PHI not provided for by this Agreement of which BILLING COMPANY becomes aware;
5. Require that any agents or subcontractors to whom BILLING COMPANY provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to BILLING COMPANY with respect to such PHI;
6. Make PHI available to CLIENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by Client to the individual;
7. Incorporate any amendments to PHI when notified to do so by CLIENT;
8. Provide an accounting of all uses or disclosures of PHI made by BILLING COMPANY as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human

Services for purposes of determining BILLING COMPANY'S and CLIENT'S compliance with HIPAA;

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by BILLING COMPANY on behalf of CLIENT, and if return or destruction is not feasible, the protections of this agreement will continue to extend to such PHI.

The specific uses and disclosures of PHI that may be made by BILLING COMPANY on behalf of CLIENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CLIENT to its patients;
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CLIENT to its patients or to appeal denials of payment for same.
4. The uses required for the proper management of the BILLING COMPANY as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

BILLING COMPANY agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. BILLING COMPANY agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of CLIENT.
2. BILLING COMPANY will require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of CLIENT agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
3. BILLING COMPANY agrees to alert CLIENT of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to CLIENT of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by CLIENT, in its sole discretion, if CLIENT determines that BILLING COMPANY has violated a material term or provision of this Agreement pertaining to CLIENT'S obligations under the HIPAA privacy or security rules, or if BILLING COMPANY engages in conduct which would, if committed by CLIENT, would result in a material violation of the HIPAA privacy or security rules by CLIENT.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSMC:

EMS Management & Consultants, Inc.

By: [Signature]

Title: President

Date: 4/20/09

CLIENT:

Richland County, SC

By: [Signature]

Title: County Administrator

Date: May 4, 2009

Witnesses

[Signature]  
Vanessa Corey

Witnesses

[Signature]  
Heather Brown

Richland County Attorney's Office

[Signature]  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

STATE OF SOUTH CAROLINA    )  
  )    **AGREEMENT FOR EMS BILLING SERVICES**  
COUNTY OF RICHLAND        )

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this   7   day of   July  , 2009 between LOWCOUNTRY BILLING SERVICES, INC. (hereinafter "Lowcountry") and RICHLAND COUNTY, SOUTH CAROLINA (hereinafter the "County").

**WITNESSETH:**

WHEREAS, Lowcountry is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, and

WHEREAS, the County is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Lowcountry is the current ambulance billing services provider to the County; and

WHEREAS, the County has contracted for future ambulance billing services with EMS Management Consultants, with such contract term to begin July 1, 2009; and

WHEREAS, the County wishes to retain Lowcountry for a specific period of time to provide medical billing and collection services for service dates prior to July 1, 2009 and Lowcountry wishes to provide such services to the County, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, Lowcountry shall provide billing, bill processing and fee collection services for dates of service prior to July 1, 2009. These services shall include: (1) preparing and submitting claims and bills for the County to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients; (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during Lowcountry's normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue.

At no time will Lowcountry provide billing or collection services on any account with a service date of July 1, 2009 or after, nor on any account already being billed by EMS Management Consultants.

Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to account and billing information through the Lowcountry website.

Lowcountry shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. Lowcountry shall retain all financial records not tendered or returned to the County at the termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. Lowcountry will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement.

Lowcountry shall notify the County of all patient complaints about clinical services within 24 hours of receipt and notify the Client of all patient complaints about billing within ten (10) days of receipt. Lowcountry shall directly advise the County of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business.

Lowcountry is appointed as the agent of the County under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Lowcountry will have no authority to pledge credit, contract, or otherwise act on behalf of the County except as expressly set forth herein.

Lowcountry agrees to use its best business practices to cooperate fully with the County and EMS Management Consultants in the transition of ambulance billing services to EMS Management Consultants and in the resolution of billing problems which may arise due to the transition of ambulance billing services to EMS Management Consultants (i.e. an account being billed by both Lowcountry and EMS Management Consultants).

## **2. COMPENSATION OF LOWCOUNTRY BILLING.**

- (a) Client shall pay a fee for the services of Lowcountry hereunder, on a monthly basis, in an amount equal to 7.5% of "Net Collections" as defined below (the "Compensation") for the term of the Agreement. Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by Lowcountry from payers, patients,

attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the County with or without the knowledge of Lowcountry that are paid, tendered, received or collected each month for the County's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, the County will not accept payments.

**3. RESPONSIBILITIES OF CLIENT.**

- (a) Client will provide Lowcountry with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.
- (c) In addition the Client is to provide Lowcountry with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)].

**4. TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
  - (i) **Termination for Cause.** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of the County to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (5) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

Upon any termination of this Agreement, and during the period of any notice of termination, Lowcountry will make available to the County or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge), and will otherwise furnish reasonable cooperation and assistance in any transition to the County or EMS Management Consultants.

**6. PRIVACY.**

Confidentiality. All data and information furnished to Lowcountry by Client shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Lowcountry for the sole use of the parties under the terms of this Agreement. Lowcountry agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than the County or the County's designated legal counsel, any information about the County, its practice or billing, or any of the patients of the County unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

**7. GENERAL.**

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.



Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Richland County:

Richland County Government  
Office of Procurement  
Attn: Director  
2020 Hampton Street  
Suite 3064  
Columbia, SC 29204

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

LOWCOUNTRY BILLING:

Lowcountry Billing Services, Inc.

By: [Signature]  
Title: Director of Marketing  
Date: 7/1/2009

RICHLAND COUNTY:

Richland County, SC

By: [Signature]  
Title: County Administrator  
Date: 7-7-09

Witnesses

[Signature]  
\_\_\_\_\_

Witnesses

[Signature]  
[Signature]



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

*Ashley L. Meyer*

BY: *Tony McDonald*

ITS: *County Administrator*

*[Signature]*

Richland County Attorney's Office

*[Signature]*

Approved As To LEGAL Form Or:

No Opinion Rendered As To Content

*[Signature]*  
*Sara Mills*  
*Approved 1-14-2018*

LOWCOUNTRY BILLING SERVICES, INC.

BY: *Walter Watson*

ITS: *Director of Operations*

# Richland County Council Request of Action

## **Subject**

PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits [**PAGES 33 - 41**]

## **Reviews**

## Richland County Council Request of Action

**Subject:** PPACA (Patient Protection and Affordable Care Act) Compliance: Part Time and Temporary Employees, Determination Periods, and Development of a Second Health Plan with Lower Benefits

### **A. Purpose**

Staff is requesting that County Council (Council) revise policies related to the work hours of part-time county employees and the length of temporary county jobs. In addition, staff is requesting that Council provide the County Administrator with the authority to designate determination periods for the PPACA, and to grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time employees for Council review. These requests are focused on helping Richland County Government (RCG) achieve compliance with PPACA, enable more reliable benefit budget projections, make the compliance process more efficient and mitigate the County's financial liability for health care reform.

### **B. Background / Discussion**

The Human Resources Department was asked to develop strategies to keep healthcare costs for the County flat for the next three Fiscal Years; therefore, the County must take steps to not provide health insurance coverage for ineligible part-time, seasonal and temporary employees. Employers are navigating in a regulatory and political maze while trying to comply with the PPACA. Guidance and implementation dates relating to the PPACA remain very fluid; therefore, it is very probable staff will have to make additional requests to Council later as the federal government issues additional clarification and guidance, and/or makes changes to implementation dates.

Under the PPACA, often called Health Care Reform or "Obamacare," large employers must offer "affordable" health care coverage that has "sufficient value" to full-time employees or face taxes and/or penalties. The PPACA considers full-time employees as "employees who average 30 hours of work per week or 130 hours per month." Employees include full-time, part-time, variable hour, seasonal, and temporary on the employer's payroll. The PPACA currently requires employers to calculate the average number of hours of employees during a designated measurement period (decided by the employer) to determine the number of employees eligible for health insurance during the stability period.

It is unlikely RCG can maintain flat health care premiums for County employees without making drastic changes to their policies. Based on the recent health care cost increase trend combined with the fact RCG health insurance claims have exceeded premiums in recent years, RCG must shift major costs (premiums or out of pocket) to employees and retirees and/or greatly reduce the current health care plan coverage.

#### **Current policy:**

Regular, part-time employees are those who have satisfactorily completed new hire probationary period requirements and who work in a part-time budgeted position and work on average less than thirty (30) hours per week in a regular budgeted and funded position (however, may be called upon to work above their normally scheduled hours of work when workloads require). Regular, part-time employees are eligible for participation in SCRS (South

Carolina Retirement System) and Pay for Performance process but are **not** eligible for other County benefits.

Part-time employees are those who work less than 30 hours per week in a non-funded position. Part-time employees are eligible for participation in SCRS and Pay for Performance process but are **not** eligible for other County benefits.

**Proposed policy:**

Regular, part-time employees are those who have satisfactorily completed new hire probationary period requirements and who work in a part-time capacity and work on average no more than twenty-five (25) hours per week. Regular, part-time employees are eligible for participation in SCRS and Pay Enhancement Program (PEP) process but are **not** eligible for other County benefits (i.e. health insurance, dental insurance, and accrued leave).

Part-time employees may work on average no more than 25 hours per week. Part-time employees are eligible for participation in SCRS and the PEP process but are **not** eligible for other County benefits (i.e. health insurance, dental insurance, and accrued leave).

**Current policy:**

Temporary employees are those hired for a limited period of time or until completion of a particular project or projects (generally not longer than six months). Such employees may work part-time or full-time hours depending on the needs of the County. Temporary employees are generally not eligible for benefits.

**Proposed policy:**

Temporary employees are those hired for a limited period of time or until completion of a particular project or projects. Such employees may work part-time or full-time hours depending on the needs of the County. Temporary employees may not work longer than 3 months or 90 consecutive days. Temporary employees are generally not eligible for benefits. Employees designated as seasonal by the County may not work more than 120 days during a 12 month period. In addition, employees designated as seasonal may not work more than 90 consecutive days or 3 months

This Request of Action also asks for Council to grant the Administrator with the authority to designate determination periods for the PPACA.

**Designated determination periods under PPACA include the following:**

*Initial measurement period* – A designated period of not less than three months or more than 12 months used in determining whether a newly hired variable or seasonal employee is full-time.

*Standard measurement period* – An annual designated period of not less than three months or more than 12 months used to determine whether an ongoing variable or seasonal employee is full-time.

*Administrative period* – A period of up to 90 days for making full-time determinations and offering/implementing full-time employee coverage.

***Stability period*** – An annual designated period of not less than six months (and not less than the corresponding measurement period) during which the employer must offer affordable minimum essential health coverage to all full-time employees, or face financial penalties for not doing so.

This last portion of the Request of Action requests that Council grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees for Council review. Under provisions called the employer shared responsibility rules, the PPACA requires large employers (generally those with 50 or more full-time employees) to offer “affordable” health coverage with “sufficient value” to full-time employees and their dependents but not spouses. Again, PPACA defines full-time employees as those who work on average at least 30 hours per week. Employers that fail to comply with these rules can face federal penalties.

See Penalties for Employers (Appendix I).

### **C. Legislative / Chronological History**

This is a staff-initiated request. See attached PPACA Timeline (Appendix II).

### **D. Financial Impact**

Provided that there is 100% compliance by all Departments related to the proposed policy changes for part-time employees and temporary / seasonal employees, there should be minimal financial impact associated with additional costs for health insurance benefits for part-time, seasonal, and temporary employees. This is contingent upon approval of the policy changes and ***all*** departments properly managing the work schedule of each part-time, temporary and seasonal employee in compliance with the proposed policies. However, to ensure compliance and/or promptly identify failure to comply will require additional work hours for monitoring by HRD. There will also be internal costs for the County’s Finance Department, IT Department and HRD related to the training of staff, developing processes, designing forms, setting up systems, drafting guidelines to manage the compliance process and managing the overall implementation process.

Previously, HRD performed an internal review for a 12 month period and identified approximately 100 part-time employees who are currently not eligible for county health insurance but have worked an average of 30 hours or more over the 12 month period. Richland County’s cost to pay the health insurance for 100 part-time employees will be approximately \$600,000.00 per year. Under the PPACA, these part-time employees are eligible for health insurance. In addition, there will be health claims as well as future cost increases associated with the healthcare coverage. Therefore, if the County does not take the proposed actions, and the PPACA rules are enacted as currently written, and the part-time employees continue working more than 30 hours per week, the County will be financially responsible for offering health insurance coverage or paying the federal penalties for approximately 100 part-time employees. In 2015, the County must cover at least 70% of full-time employees, and beginning in January 2016, the County must cover at least 95% of full-time employees.

HRD recognizes reducing the work hours of employees currently working 30 or more hours per week could adversely impact operations in some departments. However, the primary objective of this ROA is to ensure compliance with the PPACA and mitigate additional health care cost



increases associated with compliance in order to comply with the direction to keep health care costs flat.

Please note: A more recent analysis was completed for calendar year 2014. This analysis shows 5 employees who are benefits-eligible based on the hours worked. 28 of the employees from the original list of approximately 100 employees are no longer employed; 9 are eligible for benefits (meaning, they are included in the 5 from 2014, *or* they have been moved to a full-time position); and the remaining folks from the original 100 are not eligible based on the new date parameters. Human Resources sent out communication to departments in 2013 or 2014 making them aware of the hours their part time employees worked, so we feel that this also contributed to the much lower number of benefits-eligible employees in 2014. There are about another 15 employees not included in the 5 that are “border line” – meaning, if their hours increase slightly, they could become benefits-eligible.

However, this difference in the number of benefits eligible employees from 2013 to 2014 shows that if measures (such as this proposal of 25 hours on average) *aren't* in place, there could be wild swings in the financial burden of the County from year to year with regards to providing benefits to applicable employees.

#### **E. Alternatives**

1. Approve County policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. Council approval of this alternative supports the following directives:
  - Limit the work hours of part-time employees to no more than an average of 25 hours per week.
  - Limit the length of temporary and seasonal county jobs to no more than 3 months or 90 consecutive days.
  - Provide the County Administrator with the authority to designate determination periods for the PPACA.
  - Grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees, if needed, for Council review and action.
2. Do not approve County policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. If this alternative is chosen, the County may be financially responsible for offering health insurance coverage or paying the federal penalties for applicable part-time employees. The County's cost to pay the health insurance for those part-time employees may vary from year to year.
3. Approve County policy revisions to address part-time and temporary / seasonal County employees, along with directives for staff to comply with the PPACA that are *different* than those recommended by staff in this request of action.

#### **F. Recommendation**

Staff recommends Council approve alternative # 1.

Recommended by: T. Dwight Hanna  
Department: Human Resources  
Date: January 20, 2015

## G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

### Finance

Reviewed by: Daniel Driggers

Date: 2/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There are multiple recommendations in the ROA requesting different levels of approval. Some recommendations related to staffing restrictions are more restrictive than the Federal requirement and may create an operational challenge for some departments to comply. Therefore the Finance recommendation would be to approve the policy consistent with the PPACA requirements but not make the County policy more restrictive than the Federal requirements.

Additionally, an important part of any control system is to establish a sound method for monitoring and addressing non-compliance before it has a negative effect on the County system - “cost impact”. It may be beneficial for the approval to include the planned monitoring and testing methods to ensure compliance and how non-compliance will be addressed.

### Human Resources

Reviewed by: Dwight Hanna

Date: 3/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: HRD’s primary objectives are 1) compliance with the PPACA, 2) mitigate additional expenditures relating to providing health insurance, and 3) maintain the benefit status of employee they are assigned. HRD has been working with the IT Department since 2014 on automated tracking, monitoring, and reporting needs relating to PPACA compliance. HRD was recently informed by IT that they believe IT has completed a process that will enable the tracking, monitoring, and reporting necessary for assisting with PPACA compliance. HRD has not yet had an opportunity to test the new process yet. HRD proposed an average of 25 hours per week, which would give flexibility for departments to exceed 25 hours per week if needed in a work week. However, HRD proposed some separation between 25 hours per week and the 30 hours per week found in the PPACA to mitigate the probability of employees from slipping over into the average of 30 or more hours per week category. Because the County would be then responsible to provide health benefits or pay the applicable fees for failure to provide such coverage. It would be up to the County Administrator to

Item# 3

address, in the manner he deems appropriate, departments if any departments are not compliant with this County policy.

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Roxanne Ancheta

Date: 3-11-15

X Recommend Council approval

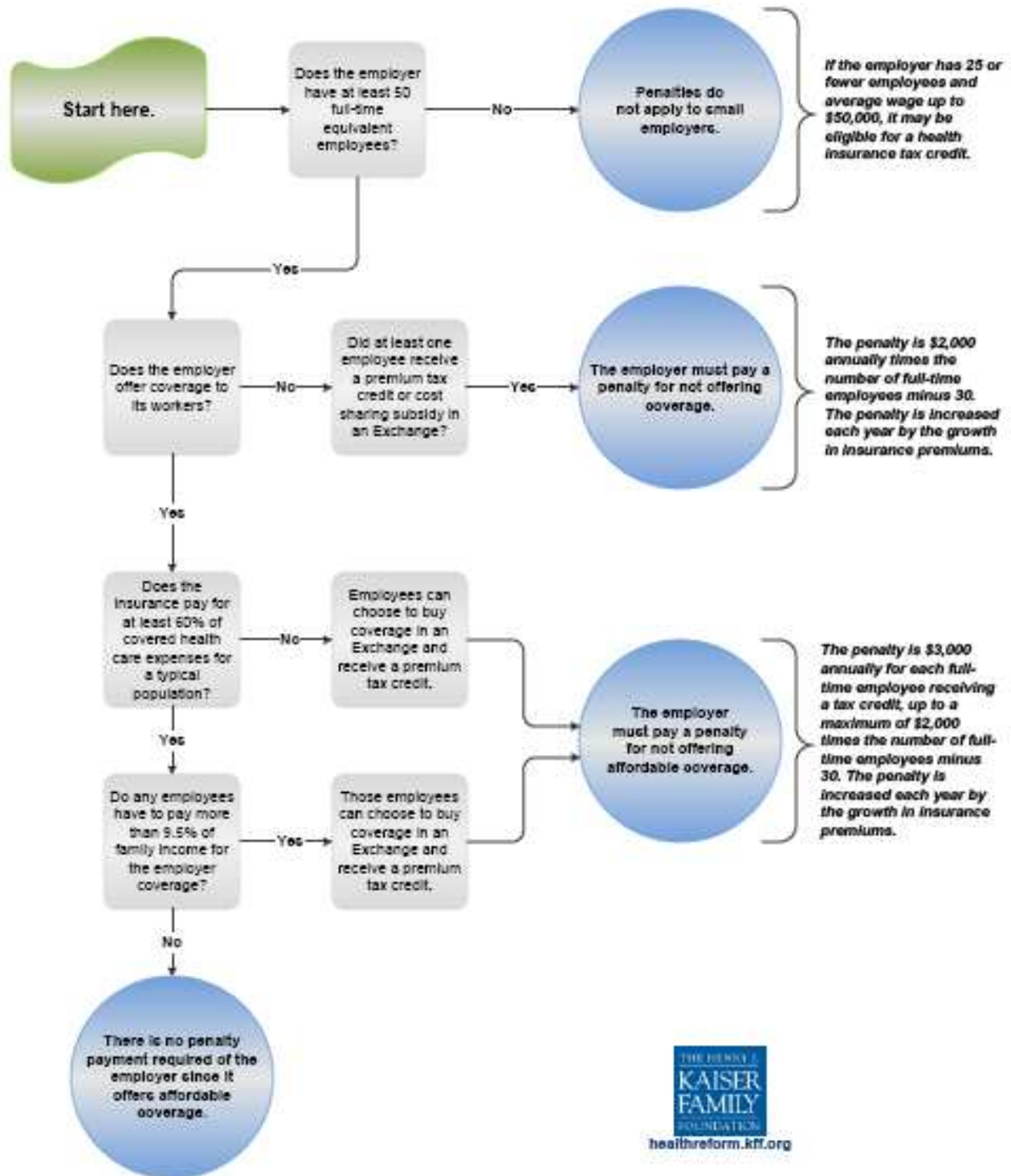
Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve policy revisions related to the work hours of part-time county employees and the length of temporary / seasonal county jobs, and staff recommendations regarding compliance with the PPACA. Council approval of this alternative supports the following directives:

- Limit the work hours of part-time employees to no more than an average of 25 hours per week.
- Limit the length of temporary and seasonal county jobs to no more than 3 months or 90 consecutive days.
- Provide the County Administrator with the authority to designate determination periods for the PPACA.
- Grant staff permission to develop a second health plan with lower benefits that would be used primarily for part time and temporary / seasonal employees, if needed, for Council review and action.

APPENDIX I

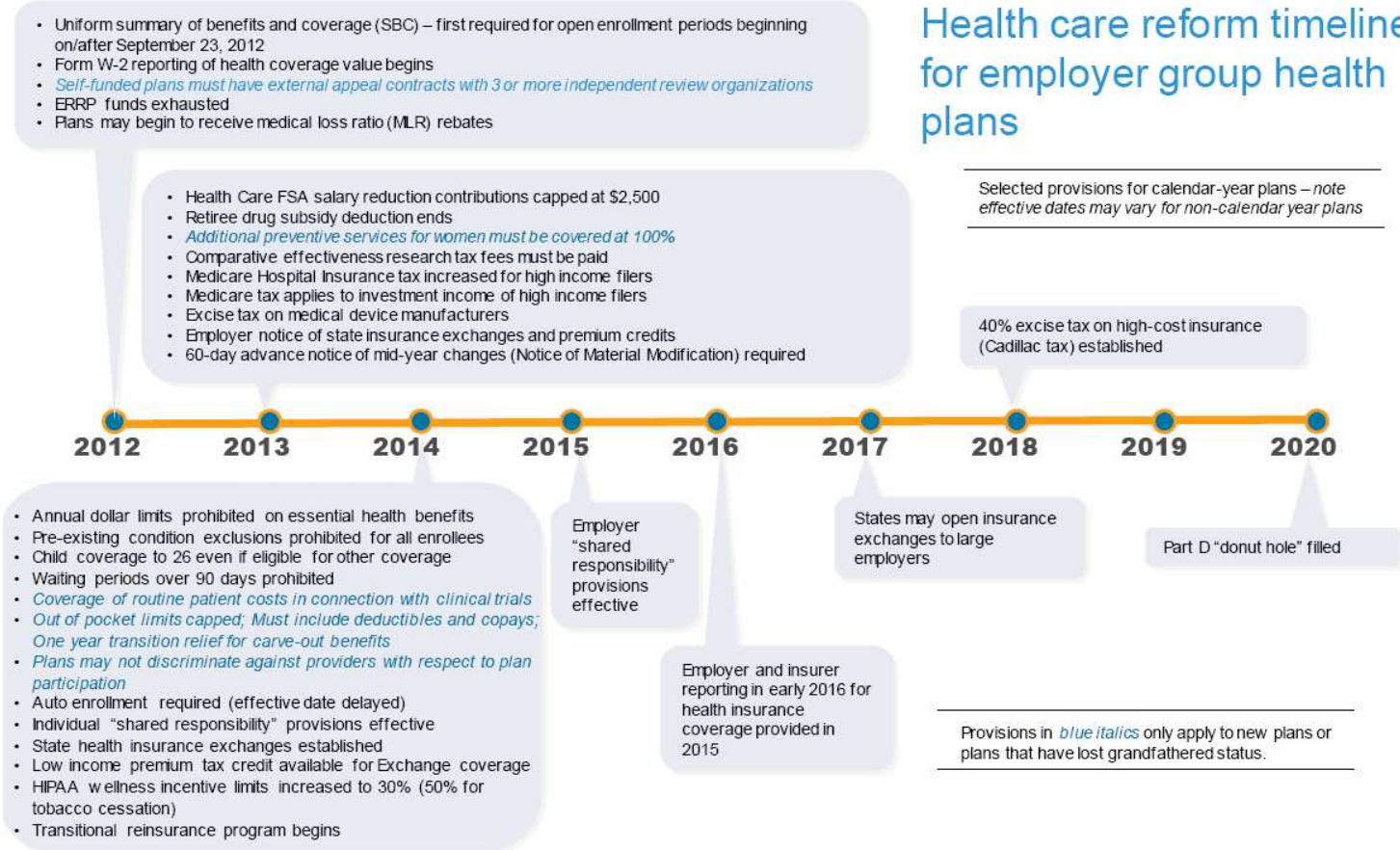
## Penalties for Employers Not Offering Affordable Coverage Under the Affordable Care Act Beginning in 2014



## APPENDIX II

### Health Care Reform timeline

### Health care reform timeline for employer group health plans



A Xerox Company

buckconsultants

# Richland County Council Request of Action

## **Subject**

Financial Contribution to SC Slave Dwelling Survey [PAGES 42 - 44]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Financial Contribution to SC Slave Dwelling Survey

### **A. Purpose**

County Council is requested to approve a contribution of \$5,000 from the Richland County Conservation Commission (RCCC) budget to help provide matching funds for the SC Slave Dwelling Survey.

### **B. Background / Discussion**

RCCC has been involved with slave dwelling preservation since 2007, first with the Kensington cabin and more recently with the Laurelwood cabin. The Kensington and Laurelwood cabins are located in Lower Richland. Staff and one Commission member attended the first annual Slave Dwelling Conference in 2014 organized by Joe McGill, founder and director of the Slave Dwelling Project (Project) – a nonprofit organization. Mr. McGill established the Project to identify and assist property owners, government agencies, and organizations to preserve extant slave dwellings. One way he brings attention to the dwellings is by spending the night in them, often accompanied by high school students and interested adults. He has stayed at the Laurelwood cabin (restored through an RCCC grant) twice with students from a Lower Richland history class and is scheduled for another overnight visit on March 13, 2015.

Mr. McGill received a \$25,000 grant from SC Department of Archives and History to survey 50 extant slave dwellings in SC. The buildings will be assessed and measured by architect Craig Bennett, photographed by trained volunteers, and survey records written and filed. Audio and video recordings will be done at each site for future website application. The grant requires a 1:1 match; therefore, Mr. McGill must raise an additional \$25,000, of which he has received \$13,000.

RCCC voted at its January 26, 2015 meeting to allocate \$5,000 to assist with the grant match. In return, Mr. McGill will commit to assessing the ten slave dwellings we are aware of in Richland County and to research and document any others that are found. RCCC believes the information gathered from the survey will be extremely useful for the county's historic preservation efforts and for teaching the whole story. Difficult as the subject is, slave dwellings are a part of our history and deserve to be preserved, interpreted, maintained, and sustained. To do that, we need the information provided from the survey.

Known extant slave dwellings in Richland County:

Goodwill (2)	Kensington (1)	Laurelwood (1)
Oakwood (2)	Seibels House (1)	USC (1)
Wavering Place (2)		

For more information on the Slave Dwelling Project, please visit [www.slavedwellingproject.org](http://www.slavedwellingproject.org)

### **C. Legislative / Chronological History**

This is an RCCC driven request.

**D. Financial Impact**

RCCC has sufficient FY15 funds to provide the contribution of \$5,000.

**E. Alternatives**

1. Approve the request by RCCC to expend \$5,000 in FY15 funds to assist with the grant match for the SC Slave Dwelling Survey. For this modest contribution, the county will be provided with architect-prepared condition assessments of the extant slave dwellings in the county which staff does not have the expertise to determine.
2. Do not approve the \$5,000 contribution to assist with the grant match for the SC Slave Dwelling Survey which may impact how much time and attention is spent documenting the slave dwellings in Richland County. The resulting lack of information may lead to lost opportunities to preserve and protect the relatively few remaining dwellings in the county.

**F. Recommendation**

It is recommended that Council approve the request by RCCC to expend \$5,000 in FY15 funds as a contribution toward grant matching funds for the SC Slave Dwelling Survey.

Recommended by: Quinton Epps

Department: Conservation

Date: February 4, 2015

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 2/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding request for Council decision. As a practice, the County recommends and appropriates community donations as a normal part of the annual budget process. Additional appropriations outside of the process would require a budget amendment with a public hearing and three readings. Funds are available as stated.

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 2/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



# Richland County Council Request of Action

## **Subject**

Budget Amendment - Paved Road Repair [**PAGES 45 - 49**]

## **Reviews**

# Richland County Council Request of Action

**Subject:** Budget Amendment - Paved Road Repair

## **A. Purpose**

County Council is requested to approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county's road maintenance system.

## **B. Background / Discussion**

In 2012, the D&S Committee reviewed a proposed Road Right of Way and Acceptance Policy (policy) for prescriptive easements and unaccepted Paved Roads. The purpose of the policy was to address the acquisition of Right of Way for the improvement of county maintained roads presently in prescriptive easements and the acceptance of existing improved roads not accepted into the county's maintenance system.

If approved, the policy change would affect 40 private subdivision roads – see attached list of roads. Of the 40 roads, 27 needed repairs to bring them up to an acceptable standard. The estimated cost of the repairs was \$800,000.00.

The proposed policy was forwarded to the 2013 Council Retreat for review by Council.

At the Council Retreat in 2013, County Council reviewed the policy and the list of 40 private roads. At the February 5, 2013 Council meeting, Council approved the 2013 Council Retreat Directive to have staff accept the existing 40 paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance to make the necessary repairs to the roads to bring them up to acceptable standards.

Currently, county staff is in the process of accepting the 40 roads into the county's maintenance system. The approved funds (\$800,000.00) have remained in the Roads and Drainage Fund, and it is at this time that Council is requested to approve a budget amendment in the amount \$800,000.00 for the purpose of funding the repairs to the roads as they are accepted into the county's maintenance system.

## **C. Legislative / Chronological History**

- 7/31/12 – The D&S reviewed the request of action regarding the policy. The item was held in Committee pending staff in Public Works addressing the issue of how to deal with paved roads that are not up to county standards.
- 9/25/12 - The D&S Committee deferred this item so that staff may provide a list of roads, costs, and possible funding sources.
- 12/18/12 – The D&S Committee recommended that Council forward this item to the 2013 Council Retreat for review.
- 12/18/12 – Council forwarded this item to the 2013 Council Retreat for review.
- 1/25/13 - Council reviewed this item at the 2013 Council Retreat
- 2/5/13 - Council approved the 2013 Council Retreat Directive to have staff accept the existing paved roads that were not accepted into the county maintenance system using \$800,000.00 from the Roads and Drainage fund balance

Item# 5

**D. Financial Impact**

A budget amendment from the Roads and Drainage Fund Balance is needed for \$800,000.00. This action will require three readings and a public hearing.

**E. Alternatives**

1. Approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.
2. Do not approve a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

**F. Recommendation**

It is recommended that Council approve the request for a budget amendment in the amount of \$800,000.00 to fund the repair of 27 paved roads that are in the process of being added to the county’s road maintenance system.

Recommended by: Ismail Ozbek, Director  
Department: Public Works  
Date: January 6, 2014

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

**Finance**

Reviewed by: Daniel Driggers Date: 2/3/15  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Funding is currently committed in the Roads and Drainage fund.

**Transportation**

Reviewed by: Rob Perry Date: 2/3/15  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

It is in our best interest to bring these roads up to good condition if the County intends to assume them into our system.

**Legal**

Reviewed by: Elizabeth McLean Date: 2/9/14  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Sparty Hammett Date: 2/10/14  
✓ Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Item# 5**

Attachment number 1  
Page 3 of 4

## List of Private Subdivision Roads

PRIVATE SUBDIVISION ROADS					
ROAD NAME	SUBDIVISION	LENGTH (FT)	Estimated Cost	Repair	Council District
Merc Ct	Arthurtown Phase 3	118.83	\$0.00		10
Riley Ct	Arthurtown Phase 3	117.85	\$0.00		10
Dennis Ln	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00		2
Moody View Ct	Devon Green Phase 1	163.03	\$2,500.00		8
Sonny Ct	Devon Green Phase 1	96.78	\$2,500.00		8
Jaybird Ln	Devon Green Phase 2 & 3	1,010.17	\$10,000.00		88
Reidy Ct	Devon Green Phase 2 & 3	676.32	\$5,000.00		8
Bald Eagle Ct	Heritage Hills Phase 2A	105.60	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2A	1,802.20	\$5,000.00		7
Otter Trail Ct	Heritage Hills Phase 2A	487.36	\$5,000.00		7
Burnwood Ct	Heritage Hills Phase 2B	355.41	\$5,000.00		7
Cedar Edge Ct	Heritage Hills Phase 2B	382.85	\$5,000.00		7
Heritage Hills Dr	Heritage Hills Phase 2B	1,550.45	\$45,000.00		7
Hickory Knoll Rd	Heritage Hills Phase 2B	1,054.75	\$5,000.00		7
Graces Way	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00		9
Angela Dawn Ct	North Lake Shore Point	269.07	No Cost Established		1
Robin Lynn Ln	North Lake Shore Point	224.24	No Cost Established		1
Conn St	Northgate (Crane Creek Estates)	293.97	\$10,000.00		7
Crane Creek Ct	Northgate (Crane Creek Estates)	400.32	\$10,000.00		7
Crane Creek Dr	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00		7
Scioto Dr	Northgate (Crane Creek Estates)	844.14	\$35,000.00		7
Durant St	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00		7
Durden Park Row	Stonington Phase 1	728.36	\$10,000.00		7
Ellafair Ln	Stonington Phase 1	247.85	\$5,000.00		7
Rose Dew Ln	Stonington Phase 1	239.90	\$5,000.00		7
Roundtree Rd	Stonington Phase 1	1,547.39	\$25,000.00		7
Stonebury Cir	Stonington Phase 1	348.92	\$5,000.00		7
Stonington Dr	Stonington Phase 1	1,629.95	\$25,000.00		7
Unnamed St	Stonington Phase 1	348.99	No Cost Established		7
Roundtree Rd	Stonington Phase 2A	2,633.89	\$20,000.00		7
Summer Bend Rd	Summer Valley Phase 2A	877.56	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2A	547.89	No Cost Established		7
Summer Bend Rd	Summer Valley Phase 2B	794.91	No Cost Established		7
Summer Park Rd	Summer Valley Phase 2B	917.27	No Cost Established		7
Summer Side Cir	Summer Valley Phase 2B	1,080.05	No Cost Established		7
Summer Crest Rd	Summer Valley Phase 3	1,157.02	No Cost Established		7
Summer Ridge Rd	Summer Valley Phase 3	370.92	No Cost Established		7
Summer Vista Dr	Summer Valley Phase 3	978.17	No Cost Established		7
Old Still Rd	Wildewood: Old Still Rd	3,088.53	\$200,000.00		9
Running Fox Rd W	Wildewood: West of Polo Road	1,559.11	\$125,000.00		9
	<b>Totals</b>	<b>36,604.08</b>	<b>800,000.00</b>		

Item# 5

# Richland County Council Request of Action

## **Subject**

Distribution of Mulch and Compost [**PAGES 50 - 53**]

## **Reviews**

# Richland County Council Request of Action

**Subject:** Distribution of Mulch and Compost

**A. Purpose**

County Council is requested to approve a rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

**B. Background / Discussion**

The Solid Waste & Recycling Department has been generating wood mulch and compost for approximately one year. We now have an excess quantity stockpiled at our landfill which must be distributed to maintain compliance. At this point we have only mulch which converts to compost over time.

Pursuant to state law we have to find a market for the products within 12 months of its generation or place it in our landfill. We are requesting approval of the attached rate structure for the distribution of the mulch and compost.

**C. Legislative / Chronological History**

This is a staff-initiated request; therefore, there is no legislative history.

**D. Financial Impact**

There is no financial impact associated with this request to the County. However, approval of the rate structure may assist in identifying a market for the compost and mulch. The distribution of the products may assist in offsetting some of the costs incurred through the operation of the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

**E. Alternatives**

1. Approve the proposed rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.
2. Do not approve the proposed rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility. If the proposed structure is not approved nor is an alternative structure approved, the products will have to be given away to anyone at no cost or landfilled.
3. Approve an alternative rate structure for the distribution of excess mulch and compost generated by the Solid Waste & Recycling Department's Wood Grinding / Compost Facility.

**F. Recommendation**

It is recommended that Council approve the proposed rate structure for the distribution of mulch and compost when we have excess quantities.

Recommended by: Rudy Curtis

Department: Solid Waste & Recycling

Date: February 5, 2015

## G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

### Finance

Reviewed by: Daniel Driggers

Date: 2/9/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Elizabeth McLean

Date: 2/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, we can find nothing in the law that requires the County to dispose of such debris in this manner.

### Administration

Reviewed by: Warren Harley

Date: 2/20/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



## **Attachment A**

### **Rate Structure for Sale of Mulch and Compost**

By the Richland County Solid Waste & Recycling Department

#### Proposed Unit Price for Sale of Wood Mulch

Richland County Resident & Richland County Employee:

One-half (1/2) ton per 30-day period - no charge

- Over one-half (1/2) ton per 30-day period - pay the commercial rate

Commercial Customer\*:

- \$10 per ton plus sales tax

Richland County Support Services (County Grounds)

- No charge

#### Proposed Unit Price for Sale of Wood Compost

Richland County Resident & Richland County Employee:

- One-half (1/2) ton per 30-day period - no charge

- Over one-half (1/2) ton per 30-day period - pay the commercial rate

Commercial Customer:

- \$12 per ton plus sales tax

Richland County Support Services (County Grounds):

- No charge

All distribution shall be based on:

- Availability of product
- First come first served (Orders not accepted)

*NOTE:* The Solid Waste & Recycling Department, at its sole discretion, may limit the amount of product anyone wishes to obtain at any time or may decline to sell to any customer at any time based on relevant circumstances.

Transportation shall be the sole responsibility of the entity obtaining the product. Department staff will assist with bulk purchases only. Bulk loads are loads equal to or greater than a full size pick up load.

\* Commercial Customer is any entity other than a Richland County resident, Richland County employee or Richland County Support Services. Anyone determined to be selling the product or giving it to others will be deemed a commercial customer.

February 5, 2015

Item# 6

# Richland County Council Request of Action

**Subject**

Neighborhood Improvement Program Property Purchase - Candlewood [PAGES 54 - 60]

**Reviews**

## Richland County Council Request of Action

**Subject:** Neighborhood Improvement Program Property Purchase - Candlewood

### A. Purpose

County Council is requested to approve staff negotiating with the property owner, up to the appraised value, for the purchase of 9.34 acres of vacant land on the North and South sides of Seton Hall Drive in the Candlewood Neighborhood for the development of a neighborhood park.

### B. Background / Discussion

On March 1, 2005 Richland County Council approved the first 10 priority focal areas for Neighborhood Master Planning. On March 12, 2009 County Council adopted the Candlewood Master Plan.

The vision of the Candlewood Community, formerly in District 9 and as stated in the Master Plan, is to create a neighborhood-wide identity and a sense of place for all Candlewood residents to live, play and enjoy. The Master Plan has four major objectives: to establish identity for the Candlewood Community, to create a streetscape and circulation plan, to create a program and design for a neighborhood park and recreation area and to increase neighborhood authority and law enforcement. The vision for the Candlewood Park includes a clubhouse, fitness stations, multiple pavilions, basketball courts, playground, and dog park (see Appendix A).

The neighborhood park is catalyst project number 3 in the Candlewood Master Plan and has a ranking of number 2 on the Five Year Project Plan adopted by Council in November of 2013. The Neighborhood Improvement Program utilized Integra Realty Resources to appraise the land, which was completed on October 31, 2014. The appraisal values the land at 73,000.00.



Site: 9.34 Acres of Greenfield | North and South sides of Seton Hall Drive

Planning staff met with the current property owner on August 13 to discuss his interest in selling the property or portions thereof. The property owner indicated a desire to sell the entire parcel and thought it should be valued at \$200,000.00.

Staff has identified the following additional activities related to the development of the Candlewood Park:

- Richland County Recreation Commission (RCRC) has allocated funding in the amount of \$120,000.00 for the development of a neighborhood park in the Candlewood Master Plan. Use of these funds requires quick claiming to RCRC the portion of the property being developed by them (approximately 1 acre).
- Seton Hall Drive is on the list of Transportation Penny Infrastructure Improvements in the Candlewood Master Plan.

**C. Legislative / Chronological History**

This is a staff initiated request; therefore there is no legislative history.

**D. Financial Impact**

Candlewood – Catalyst 3 – Neighborhood Park

Purchase offer for property: \$ 73,000.00

Please note this ROA does not estimate maintenance costs after the property is purchased. Depending upon long term arrangements with RCRC and their improvements noted above, additional resources for maintenance, in labor and equipment, may be necessary.

**E. Alternatives**

1. Approve staff negotiating with the property owner, up to the appraised value of \$73,000.00, the purchase of subject property for implementation of the Candlewood Master Plan Project – Catalyst 3, Neighborhood Park.
2. Do not approve negotiating, with the property owner, up to the appraised value of \$73,000.00, the purchase of subject property for implementation of the Candlewood Master Plan Project – Catalyst 3, Neighborhood Park.

**F. Recommendation**

It is recommended that Council approve staff negotiating with the property owner, up to the appraised value of \$73,000, the purchase of subject property for implementation of the Candlewood Master Plan Project – Catalyst 3, Neighborhood Park.

Recommended by: Tracy Hegler  
Department: Planning and Development  
Date: January 8, 2015

## G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

### Finance

Reviewed by: Daniel Driggers

Date: 1/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Support Services

Reviewed by: John Hixon

Date: 1/26/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

While this decision is at Counsel’s discretion, I ask that Council please note that within the ROA Background / Discussion section that “The vision for the Candlewood Park includes a clubhouse, fitness stations, multiple pavilions, basketball courts, playground, and dog park.” And under the Financial Impact “Please note this ROA does not estimate maintenance costs after the property is purchased. Depending upon long term arrangements with RCRC and their improvements noted above, additional resources for maintenance, in labor and equipment, may be necessary.”

As we move forward with programs that create properties that must be managed in a completely different manner than the typical government operational facilities; we need to determine responsibility and associated funding for each agency involved to be included as part of the initial project plan. The Richland County Recreation Commission (RCRC) is obviously best suited to manage this type of facility as they currently manage multiple parks that operate 7 days a week requiring evening and weekend maintenance, as well as operational management, but should it be determined that Richland County direct report departments such as the Support Services Department take on these responsibilities in full or in part, it is important to note our current facilities personnel do not have the experience or training to manage or operate such facilities. We do have the necessary skills to perform normal maintenance to ensure the grounds and vertical facilities are properly maintained as long as the appropriate resources (personnel, equipment, materials and funding) are approved. Our current operations are managed with a five day, Monday through Friday, work week structure with afterhours response on an as needed basis, but parks that see heavier use / traffic on weekends may require a change in how we manage our personnel resources and required skills.

As I understand it, the park will initially only involve a traditional shelter provided by RCRC as noted in the background above and disturb only an acre of the site. I estimate maintenance of this phase to cost approximately \$17,500, which includes lighting, water, and general maintenance and custodial work (three trips to the park a week and one cutting per week).

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If the park is further built out, it is noted that the vision for the park to have several vertical structures (I am assuming environmentally controlled space, restrooms, full utilities, and operational equipment) as well as 9.3 acres of grounds. Due to the scope it is probable that the entire Facilities and Grounds Division trades sections could have responsibilities in the maintenance portion once the operations of the park are identified and assigned.

Without having a full understanding of the RCRC and or the Counties Direct Report Departments role in management, operations, and maintenance; determining actual resources required is not feasible. Best guess cost associated with a maintenance focus only (no operational responsibilities with staffing, scheduling and coordinating community functions) would be between \$45,000 and \$65,000 annually.

### **Legal**

Reviewed by: Elizabeth McLean

Date: 2/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, I recommend that Council seriously consider any future park maintenance plan and if the plan includes participation by the RCRC, that their willingness to participate (and any financial considerations that entails) be reduced to writing. Such document, should Council decide to use one, should be in place before the sale of the property. Additionally, if the landowner is not represented by counsel, then Legal recommends that if the negotiations are successful, that Planning and Development Services enlist the services of an attorney for the closing.

### **Administration**

Reviewed by: Sparty Hammett

Date: 2/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval to negotiate the purchase of the property and concur with Legal that a park maintenance agreement with the RCRC should be in place prior to the purchase. If RCRC does not maintain the park, funding will have to be addressed for the ongoing maintenance. The County has acquired properties and Support Services budget and staffing has not been increased to reflect the additional workload. As a result, Support Services is stretched thin and can no longer continue to absorb the impact. As indicated in the Support Services Director's comments, the estimated annual maintenance cost for the initial phase of the park would be \$17,500.

**APPENDIX A**  
**Candlewood Park Concept Plan**



Item# 7

Attachment number 1  
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# Richland County Council Request of Action

**Subject**

Wateree Community Actions, Inc. Funding Request [PAGES 61 - 73]

**Reviews**

# Richland County Council Request of Action

**Subject:** Wateree Community Actions, Inc. Funding Request

## **A. Purpose**

County Council is requested to fund Wateree Community Actions Inc. at \$225,000.00, so that critical services that are provided to Richland County Citizens will not be interrupted.

## **B. Background / Discussion**

The following motion was made at the February 17, 2015 Council Meeting:

**“Fund Wateree Community Action Inc. at \$225,000.00, so that critical services that are provided to Richland County Citizens will not be interrupted [WASHINGTON]”**

Community Action Agencies (CAAs), such as Wateree Community Actions, Inc. (WCAI), are local private and public non-profit organizations that carry out the Community Action Program (CAP), which was founded by the 1964 U.S. Economic Opportunity Act to fight poverty.

WCAI provides services and activities for low income populations in Clarendon, Kershaw, Lee, Richland and Sumter Counties. Richland County is their largest service area. According to their website, www.wcai.org, WCAI was established in July 1970 when the CCAs of Sumter County and Kershaw County merged. Subsequently, the newly formed agency grew with the merging of three other existing community actions agencies: the one of Lee County (Williamsburg-Lee), Clarendon County (Clarendon County Commission) and Richland County (Midlands Human Resource Commission). The merging process spanned from July 1970 until April 1988. The largest and lead corporation among the five was the Sumter County Economic Opportunity Corporation, which was formed in 1967.

Donald Gist, Chairman of WCAI’s Board of Directors, sent a letter (dated February 5, 2015) to the County Administrator, Tony McDonald, and the County Council Chairman, Torrey Rush, requesting a short term allocation of \$100,000.00 for WCAI to assist in the continuation of their services to Richland County citizens. The letters are attached with this request.

Based on the information WCAI provided to staff earlier this year, the County has 22,371 eligible households that can be served through their organization. In 2014, they served 42% (9,470) of the aforementioned eligible households by providing utility needs and/or rental assistance. Additionally, they provided homeless assistance to 52 County citizens.

WCAI received a Discretionary Grant from the County in FY13 for \$7,500.00 to fund some of the program expenses associated with their Wateree Employment Training Services project (W.E.T.S.). The objective of W.E.T.S. was to increase the employability skills of 22 low-income, unemployed, individuals (ages 16-24) by providing life/employment skills training.

## **C. Legislative / Chronological History**

- February 5, 2015 – Letter from Donald Gist (Chairman of WCAI’s Board of Directors) to County Administrator, Tony McDonald, requesting a short term allocation of \$100,000.00 for WCAI (see attached).
  
- February 5, 2015 – Letter from Donald Gist (Chairman of WCAI’s Board of Directors) to County Council Chairman, Torrey Rush, requesting a short term allocation of \$100,000.00 for WCAI (see attached)

## **D. Financial Impact**

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The financial impact of this request to the County is \$225,000.00. If this request is approved, Council will need to identify a funding source.

**E. Alternatives**

1. Approve the request to fund Wateree Community Action Inc. at \$225,000.00.
2. Approve the request to fund Wateree Community Action Inc. at a different amount.
3. Do not approve the request to fund Wateree Community Action Inc.

**F. Recommendation**

This is a policy decision of Council.

Recommended by: Kelvin Washington

Department: County Council

Date: February 17, 2015

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 3/4/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding decision that is left to Council discretion. We would recommend that any approval include:

- Identification of a funding source
- Would not recommend the use of gf fund balance based on the 6/30/14 fund balance finishing below Council policy
- If “short-term” funding is through a grant or loan from the State as suggested in the letter, we would suggest that the County obtain a formal documented agreement.

**Grants**

Reviewed by: Sara Salley

Date: 3/4/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Funding decision left to Council discretion. This is an out of cycle request and the organization did not request funds through the formal grant process in FY15.

**Legal**

Reviewed by: Elizabeth McLean

Date: 3/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 3/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Because there are no funds appropriated for this program in the FY 15 budget, I would recommend that the request be considered as part of the FY 16 budget development process if the Council has an interest in additional financial support for Wateree.



# Wateree Community Actions, Inc.

HEADQUARTERS: 2712 Middleburg Drive, Suite 207 • Post Office Box 8328 • Columbia, SC 29202  
Phone: 803.807.9811 • Fax: 803.807.9810 • Email: [wcaidman@wcai.org](mailto:wcaidman@wcai.org) • Website: [www.wcai.org](http://www.wcai.org)  
Mrs. Annette Tucker, Interim Chief Executive Officer • Attorney Donald Gist, Board Chairman

February 5, 2015

Torrey Rush  
Richland County Councilman  
PO Box 192  
Columbia, SC 29201

Dear Councilman <sup>Torrey</sup> Rush,

On February 3, 2015, I had the opportunity to meet with Senator Darrell Jackson, Senator Joel Lourie, Senator J. Thomas McElveen, III, and Senator John Scott, who all represent Richland County. The purpose of my meeting with Senator Jackson, Senator Lourie, Senator McElveen, and Senator Scott was to request that Richland County allocate on emergency basis \$100,000 to Wateree Community Action on a pro rata basis for constituents in Richland County who receive services from Wateree Community Actions, Inc.

The basis for our request to you is that in Richland County 9,470 households were served by the agency. (See enclosure) These services result in electrical and heating bills to be paid to utility companies on behalf of your constituents. The economic impact of these services to Richland County is \$2,794,763.21. (See enclosure)

The provision of the services by Wateree Community Actions, Inc. to Richland County is in jeopardy of being discontinued unless we receive your support by February 20, 2015. The aforementioned Senators confirmed that in exchange for Richland County providing us with a short term allocation of \$100,000.00 until June 30, 2015. They will request the \$100,000.00 through the General Assembly to refund the loan we have requested from you. In short, your efforts in helping us will result in return of your monies, and importantly, will allow us to continue to serve the 9,470 households within your county.

Therefore, we are asking to meet with you no later than February 16, 2015. I have been told Senator Jackson, Senator Lourie, Senator McElveen, and Senator Scott that if you need confirmation to call them and they indicated that they will also be communicating with you on this urgent issue. If we do not have the funding by February 23, 2015, which results in \$2,794,763.21 to your county, then this agency will not be able to provide additional electric and heating services to your constituents.

Sincerely,

Donald Gist

On behalf of the Wateree Community Actions Board of Directors

cc: Annette Tucker, Interim Chief Executive Officer  
WCAI Board of Directors  
Enclosure

## HELPING PEOPLE — CHANGING LIVES

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

—AN EQUAL OPPORTUNITY HUMAN SERVICE AGENCY—

Item# 8

**Mission:**

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

**Impact:**

This grant will provide funding to continue to help individuals/families become sustainable.

**Background**

Richland County is the largest of Wateree Community Actions' five-county service area. Richland County has 22,371 eligible households that can be served through our agency. In 2014, we served 42% (9,470) of those households. We were able to help with their utility needs and/or rental assistance and we provided homeless assistance to an additional 52 persons. This assistance was able to prevent utilities from being disconnected, alleviated evictions, and established new or more stable and safe housing conditions. Wateree Community Actions has been able to make a positive impact on assisting eligible households with sustaining their living conditions.

This economic impact equates to \$1,820,312.88 in client assistance that is contributed to the County of Richland.

**Reason(s) for the grant request of \$100, 00.00**

Wateree Community Actions, Inc. seeks to reduce the number of persons that are homeless by offering case management, limited financial assistance, utility assistance, and other trainings to acquire and maintain permanent housing. In working with homeless persons, there will be a two-pronged approach. If an individual is found to be living in a place unfit for human habitation, we will first seek to find shelter through local shelter organizations. Secondly, we will work with these individuals/families as well as other literally homeless individuals/families to reduce the amount of time that an individual/family remains homeless by providing case management that will include budgeting, employment skills, employment search, resume writing, connections to other services, and assistance with security deposit and rent on a case-by-case basis.

Financial assistance will be targeted to security deposit and first month's rent with a limited declining subsidy as often one of the biggest obstacles is saving for first month's rent and security deposit. This service eliminates that problem as well as it will offer assistance in rental application fees and the program will work with the agency's utility assistance program (Low Income Home Energy Assistance Program—LIHEAP) to assist with deposits so that old utility debt is less of a problem as well. Further, LIHEAP energy counseling will aid assisted individuals in training and monitoring utility consumption and costs to ensure bills remain affordable to sustain permanent housing.

These services will be available to all the subpopulations of homelessness to include domestic violence victims, persons that are dealing with substance



## Wateree Community Actions, Inc.

HEADQUARTERS: 2712 Middleburg Drive, Suite 207 • Post Office Box 8328 • Columbia, SC 29202  
Phone: 803.807.9811 • Fax: 803.807.9810 • Email: [wcainfo@wcai.org](mailto:wcainfo@wcai.org) • Website: [www.wcai.org](http://www.wcai.org)

### **Reason continued**

abuse and mental health disorders and persons that have disabilities. Of course the case management as an individualized process will be tailored to the needs of the person on an individual basis. Our connections to other service providers such as mental health providers, organizations that provide specialized counseling to domestic violence victims and substance abuse treatment providers will make the inclusion of such goals in the case plan and referral to these services a seamless process. This grant request is to provide assistance for an additional 1200 individuals/families in the County of Richland.





# Wateree Community Actions, Inc.

HEADQUARTERS: 2712 Middleburg Drive, Suite 207 • Post Office Box 8328 • Columbia, SC 29202

Phone: 803.807.9811 • Fax: 803.807.9810 • Email: [wcaadmin@wcai.org](mailto:wcaadmin@wcai.org) • Website: [www.wcai.org](http://www.wcai.org)

Mrs. Annette Tucker, Interim Chief Executive Officer

Attorney Donald Gist, Board Chairman

February 5, 2015

Mr. Tony McDonald  
Administrator, Richland County

2020 Hampton Street

PO Box 192

Columbia, SC 29202

Dear Mr. McDonald,

On February 3, 2015, I had the opportunity to meet with Senator Darrell Jackson, Senator Joel Lourie, Senator J. Thomas McElveen, III, and Senator John Scott, who all represent Richland County. The purpose of my meeting with Senator Jackson, Senator Lourie, Senator McElveen, and Senator Scott was to request that Richland County allocate on emergency basis \$100,000 to Wateree Community Action on a pro rata basis for constituents in Richland County who receive services from Wateree Community Actions, Inc.

The basis for our request to you is that in Richland County 9,470 households were served by the agency. (See enclosure) These services result in electrical and heating bills to be paid to utility companies on behalf of your constituents. The economic impact of these services to Richland County is \$2,794,763.21. (See enclosure)

The provision of the services by Wateree Community Actions, Inc. to Richland County is in jeopardy of being discontinued unless we receive your support by February 20, 2015. The aforementioned Senators confirmed that in exchange for Richland County providing us with a short term allocation of \$100,000.00

*HELPING PEOPLE — CHANGING LIVES*

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each

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until June 30, 2015. They will request the \$100,000.00 through the General Assembly to refund the loan we have requested from you. In short, your efforts in helping us will result in return of your monies, and importantly, will allow us to continue to serve the 9,470 households within your county.

Therefore, we are asking to meet with you no later than February 16, 2015. I have been told Senator Jackson, Senator Lourie, Senator McElveen, and Senator Scott that if you need confirmation to call them and they indicated that they will also be communicating with you on this urgent issue. If we do not have the funding by February 23, 2015, which results in \$2,794,763.21 to your county, then this agency will not be able to provide additional electric and heating services to your constituents.

Sincerely,

Donald Gist

On behalf of the Wateree Community Actions Board of Directors

cc: Annette Tucker, Interim Chief Executive Officer

WCAI Board of Directors

Enclosure

# 1 WCAI SERVICE OVERVIEW

---

## 1.1 HISTORY

- Wateree Community Actions, Inc. is a private, non profit, multi-county, representative organization. The tripartite structure of its 15-member governing board is in accordance with standards and requirements cited in the law which gave it creation authorization, The United States Office of Economic Opportunity (O.E.O.) Act of 1964, as amended and successors Acts.

Wateree Community Actions, Inc. was formed July 1970 out of the merging of two older community action agencies, Kershaw County Office of Economic Opportunity Commission (1966-1970) and Sumter County Economic Opportunity Corporation, Inc. (1967-1970). The agency further enlarged when two other community action agencies later merged with it, Clarendon County Economic Opportunity Council and Williamsburg-Lee Economic Opportunity Council.

On April 15, 1988, the agency again experienced new growth and expansion in response to a special request by Governor Carroll A. Campbell for Wateree to serve the economically disadvantage population of Richland County due to the demise of Midlands Human Resource Commission which once served Richland County. The Wateree Board of Directors accepted the charge, expanded its program scope and its geographic territory, thus, a five county service area was created.

## 1.2 MISSION

- Wateree Community Actions, Inc. is committed to enhancing the social and economic self-sufficiency of low income people and their environment of Clarendon, Kershaw, Lee, Richland, and Sumter Counties, through coordinating and partnering relationships and by conducting a range of custom designed services and activities geared toward reducing poverty problems and making the community a better place to live.



# Wateree Community Actions, Inc.

Serving Clarendon, Kershaw, Lee, Richland, and Sumter Counties

Helping People. Changing Lives.

## Programs

### **Head Start Child Development Program**

#### **Regular and Early Head Start**

Educational, Health, Disability, Literacy, Nutritional, Psychological, Speech and Hearing Services, Parent Involvement, Policy Council, ABC Voucher Program, Minority Male Initiative

#### **Weatherization and**

Home Weatherization

#### **Housing Services**

Consumer Self-Help Home Repair Training, Home Energy Conservation, Housing Counseling Services

#### **Education**

Academic Camp

#### **Low-Income Home Energy Assistance**

#### **Program**

Direct Assistance, Emergency Heating & Cooling

#### **Project Share**

Emergency Heating & Cooling

#### **Health & Nutrition**

Meals on Wheels Services, Health Screenings

#### **Employment**

Employment Training

#### **General Emergency Assistance**

Food, Rent, Mortgage Assistance, Utilities, Medicine, Temporary Shelter, Medical Services, etc.

#### **Community Partnership Projects**

Emergency Food & Shelter Assistance Program Advisory Councils Employment Training Sites

#### **PUSH (Permanent Units for Sustainable Housing)**

Permanent Housing for the Chronically Homeless; stay period is indefinite. Supportive Services, Education, Employment Training, Clothing, Food, Child Care, etc.

#### **Youth Leadership Program**

Character Education Leadership Skills Development Academics

#### **ESG Rapid Rehousing** (Emergency Solutions

Grant) - Rapid Rehousing for literally homeless persons that can sign their own lease only.



*Citizens from our five-county service area listen intently at our Annual May Fair event celebrating National Community Action Awareness.*



*Wateree Head Start children attended South Carolina Head Start Awareness Day event.*

#### **Wateree Administrative Office**

2712 Middleburg Drive, Suite 207, Columbia, SC 29204

Telephone 803.807.9811 Facsimile 803.807.9810

Email: [wcaidmn@wca.org](mailto:wcaidmn@wca.org)



## The History of Wateree Community Actions, Inc.

### *Mission Statement*

Wateree Community Actions, Inc. is committed to enhancing the social and economic self-sufficiency of low income people and their environment of Clarendon, Kershaw, Lee, Richland, and Sumter Counties, through coordinating and partnering relationships and by conducting a range of custom designed services and activities geared toward reducing poverty problems and making the community a better place to live.

Our agency currently addresses these anti-poverty goals as set forth in Section 675 (.C)(1) of the Community Services Block Grant (CSBG) Act to assist the poor and disadvantaged:

- To secure and retain meaningful employment.
- To attain an adequate education.
- To make better use of available income.
- To obtain and maintain adequate housing and a suitable living environment.
- To obtain emergency assistance to meet immediate individual and family needs, including the need for health services, nutritious food, housing, emergency childcare and employment.
- To remove obstacles and solve problems which block the achievement of self-sufficiency.
- To address the need of children and youth in low income communities.
- To make a more effective use of other programs related to the purposes of the Community Services Block Grant Act.

Wateree Community Actions, Inc. is a private, non profit, multi-county, representative organization. The tripartite structure of its 15-member governing board is in accordance with standards and requirements cited in the law which gave it creation authorization, The United States Office of Economic Opportunity (O.E.O.) Act of 1964, as amended and successors Acts.

Wateree Community Actions, Inc. was formed July 1970 out of the merging of two older community action agencies, Kershaw County Office of Economic Opportunity Commission (1966-1970) and Sumter County Economic Opportunity Corporation, Inc. (1967-1970). The agency further enlarged when two other community action agencies later merged with it, Clarendon County Economic Opportunity Council and Williamsburg-Lee Economic Opportunity Council.

On April 15, 1988, the agency again experienced new growth and expansion in response to a special request by Governor Carroll A. Campbell for Wateree to serve the economically disadvantaged population of Richland County due to the demise of Midlands Human Resource Commission which once served Richland County. The Wateree Board of Directors accepted the charge, expanded its program scope and its geographic territory, thus, a five county service area was created.



*A participant of our Annual Mac Fair event receives free health screening.*



*Parents of Head Start are empowered to perform their expected roles and responsibilities in the decision making process about the operation of the program by serving on the Head Start Policy Council.*

# Richland County Council Request of Action

**Subject**

Alcohol on County Property: Palmetto Tasty Tomato Festival; Development of Process Moving Forward [**PAGES 74 - 86**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Alcohol on County Property: Palmetto Tasty Tomato Festival; Development of Process Moving Forward

### **A. Purpose**

Council is requested to approve, via Resolution, the consumption of alcohol on County property for the Palmetto Tasty Tomato Festival on July 18, 2015. Council is also requested to direct staff to develop a process by which this approval is obtained moving forward.

### **B. Background / Discussion**

Sustainable Midlands is having its 5th Annual Tasty Tomato Festival on July 18th. The Festival is held at City Roots Farm on Airport Boulevard, and runs from 4PM to 9PM. The street in front of the farm from Jim Hamilton Blvd. to Commerce Drive is closed for the event. The City of Columbia Police Department monitors the family-friendly crowd. Last year, the event had 3,000 attendees, and it has run out of room. Sustainable Midlands would like to expand to the field behind the old hangar at Owens Field, which is County property, and allow attendees to have beer on said property. Please see attached map for current and proposed Festival expansion.

From the Palmetto Tasty Tomato Festival's website:

“Presented by Sustainable Midlands, the Palmetto Tasty Tomato Festival is a celebration of locally grown food – the people who grow it, the restaurants who place it on their menus, the markets that sell it, and the people who eat it!

Continuing its traditions of old-time festival fun, Tasty Tomato's programming includes a free heirloom tomato tasting, live music, local food and drink vendors, tomato bobbing, and the highly anticipated Tasty Tomato Contests!

Returning as well this year is the Tasty Tomato Restaurant Feast, a collaboration with local restaurants that will offer special dishes on their menus made with Midlands Grown ingredients the week before the festival, from July 11-18, 2014. [Note: Website has not yet been updated for this year's event.] Festival food will also feature local food with a tomato theme!

Sustainable Midlands, a champion of the region's sustainable food efforts and festival founder, is producing this celebration of the tomato season. The festival will be held at City Roots Urban Farm.”

Because of the quick turn-around time for this item, it is requested that Council approve the Resolution (attached) permitting the consumption of alcohol on County property for the 2015 Palmetto Tasty Tomato Festival.

Further, it is requested that Council direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.

The City of Columbia requires requestors to submit an application to allow alcohol (beer and/or wine only) on City property and streets. The request and application are then submitted to

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Council via Resolution to permit this use. Attached is a copy of the City application to allow alcohol (beer and/or wine only), as well as Sustainable Midlands's 2014 Resolution for the Palmetto Tasty Tomato Festival.

The County may mirror somewhat the process used by the City of Columbia for these types of requests, which may increase with the County properties currently in our system (ie, Caughman Park), or those under consideration (ie, Waterpark, Sports Complex.). Therefore, it is requested that staff be allowed time to develop a process for such approvals, and present this to Council once available.

**C. Financial Impact**

There is no financial impact associated with this request. The Palmetto Tasty Tomato Festival organizers will be responsible for any and all costs associated with the festival, and any potential costs that occur as a result of alcohol on the County's property.

**D. Alternatives**

1. Approve the request, via Resolution, to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.
2. Do not approve the request to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.
3. Do not approve the request to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Do not direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.

**E. Recommendation**

Approve the request, via Resolution, to allow for the consumption of beer on County property for the Palmetto Tasty Tomato Festival. Direct staff to develop a process by which this approval (sale of alcohol and/or consumption of alcohol on County property) is obtained moving forward.

Recommended by: Roxanne Ancheta

Department: Administration

Date: 3/11/2015

**F. Reviews**

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 3/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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This is a policy decision for Council.

### **Airport**

Reviewed by: Chris Eversmann

Date: 3/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The Curtiss-Wright Hangar compound apron area is separate from the airfield and, therefore, this event and associated alcohol use should not impact airport security or operations. However, this request has not been presented to the Richland County Airport Commission for consideration and, in informal communications, both the Commission Chairman and Vice Chairman (who is also a neighborhood representative) have expressed concerns about this request. Until this request has been considered by the Airport Commission, I cannot recommend approval. The next scheduled meeting of the Airport Commission is on May 11<sup>th</sup>.

### **Risk Management**

Reviewed by: David Chambers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Broader use requests and requests to waive insurance protection due to affordability are likely to follow.

### **Solid Waste**

Reviewed by: Rudy Curtis

Date: 3/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This would seem to be a policy decision and would have no impact on solid waste and recycling matters.

### **Support Services**

Reviewed by: John Hixon

Date: 3/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

It is a policy decision of Council to determine if the sell and or consumption of alcohol shall be permitted on county property, but if that is Councils direction I recommend approval of alternative #1 in order for staff to have time to define a procedure and possibly pair or utilize the procedure in conjunction with the Public Use of County Facility's Policy that was approved late 2013.

Relating to this event, all facilities related items were discussed and included in the Resolution to ensure the Sustainable Midlands will be responsible for all clean-up and any potential damage of the County's property.

### **Legal**

Reviewed by: Elizabeth McLean

Date: 3/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Council should be aware that opening the property to the public comes with potential liability that the County cannot completely avoid even with the use of a Hold Harmless and Indemnification Agreement.

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**Administration**

Reviewed by: Sparty Hammett

Date: 3/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a Council policy decision.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TEMPORARILY WAIVING THE PROHIBITION OF ALCOHOL ON COUNTY OWNED PROPERTY AND AUTHORIZING CONSUMPTION OF BEER AND WINE ONLY AT THE TASTY TOMATO FESTIVAL**

**WHEREAS**, Sustainable Midlands is sponsoring the 5<sup>th</sup> Annual Palmetto Tasty Tomato Festival (the “Festival”) on July 18, 2015, at City Roots Urban Farm in the City of Columbia from 4pm to 9pm; and

**WHEREAS**, the Festival is a celebration of locally grown food, the people who grow it, the restaurants who place it on their menus, the markets that sell it, and the people who eat it; and

**WHEREAS**, the Festival takes place on City Roots’ property and on the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, which area will be closed temporarily for the Festival by the City of Columbia and is at all times during the Festival monitored by the City of Columbia Police Department; and

**WHEREAS**, the Festival includes a free heirloom tomato tasting, live music, local food and drink vendors (including the sale and consumption of beer and wine), tomato bobbing, and other fun events; and

**WHEREAS**, the Festival has grown over the years and last year had over 3,000 attendees, causing a crowding issue; and

**WHEREAS**, to accommodate the growing crowds, Sustainable Midlands is requesting to use the field located across the street from City Roots Urban Farm, behind the Curtiss-Wright Hangar at Jim Hamilton-LB Owens Airport, which is County property (the “Property”) and as is further described on the attached map (Attachment A); and

**WHEREAS**, the Property would only be used for crowd overflow and not for vendors or the sale of beer and wine, the persons on the Property may be consuming beer and wine; and

**WHEREAS**, it is the policy of Richland County that alcoholic beverages of all kinds are prohibited on all County property; and

**WHEREAS**, Richland County Council has the right to suspend, waive, amend or nullify any County policy at any time; and

**WHEREAS**, it has been determined that the Festival is in the best interest of the citizens of Richland County;

**NOW, THEREFORE, BE IT RESOLVED** that the Richland County Council does hereby grant Sustainable Midlands the right to use the Property only during the hours and for the purposes stated above, and for the stated time and place, does temporarily waive and suspend the prohibition against alcohol on County property to specifically allow consumption of beer and wine on the Property for overflow patrons of the Festival; and

**BE IT FURTHER RESOLVED** that Sustainable Midlands may erect tents and place tables, chairs, trash and recycling receptacles and temporary toilet facilities on the Property, but may not locate any vendor

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or Festival event on the Property and that all food and beverage containers shall be paper, plastic, Styrofoam or aluminum. All glass containers are strictly prohibited. No weapons of any kind shall be allowed on the Property except for those possessed by City of Columbia Police Officers or Richland County Sheriff's Deputies during the course of their law enforcement activities; and

**BE IT FURTHER RESOLVED** that Sustainable Midlands is responsible or shall make arrangements for clean-up of all trash and debris and removal of such from the Property. If Sustainable Midlands fails to remove all trash and debris from the Property and return the Property to its original condition, as much as is practicable, the costs incurred by the County for such clean-up shall be billed to and paid by Sustainable Midlands. If the Property, including any permanent fencing, is damaged, the costs incurred by the County in remediating any damage shall be billed to and paid by Sustainable Midlands; and

**BE IT FURTHER RESOLVED** that only pedestrian traffic will be allowed within the Property. All other traffic, including but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles and skate boards is prohibited. All pets and animals are prohibited; and

**BE IT FURTHER RESOLVED** that Sustainable Midlands is responsible for installing a temporary fence to prohibit pedestrian traffic to the Curtiss-Wright Hangar and for locking the gate to the Property after the clean-up of the Property. All questions regarding the fence and gate security shall be directed to Chris Eversmann, Airport Director (767-1789); and

**BE IT FURTHER RESOLVED** that Sustainable Midlands shall provide the names and telephone numbers of at least two contact persons who can receive complaints during the event, including any set-up, breakdown, and clean-up. The cell phones of the contact persons shall remain on at all times during the Festival and all set-up, breakdown, and clean-up times; and

**BE IT FURTHER RESOLVED** that Sustainable Midlands is responsible for removing persons from the Property who are observed engaging in any unsafe activity or illegal activity, including but not limited to, underage use of alcohol, use of illegal drugs or possession of weapons of any kind; and

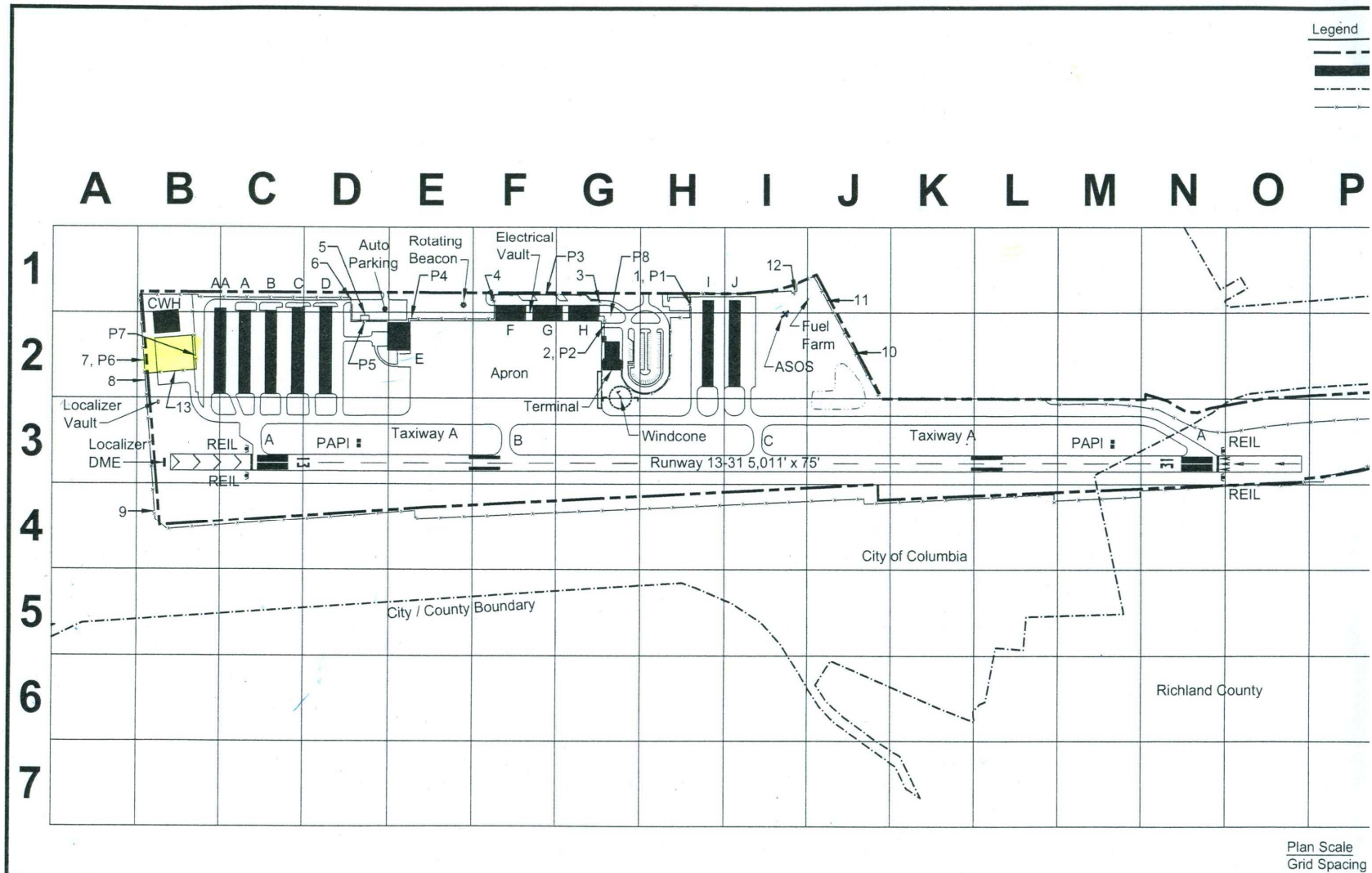
**BE IT FURTHER RESOLVED** that Sustainable Midlands will be required to sign an Indemnification and Hold Harmless Agreement (Attachment B) and for obtaining and maintaining an adequate general liability insurance policy for the Festival, which shall include Richland County as an additional insured, whether such policy is Sustainable Midlands's general liability insurance or a liability policy for the Festival. Proof of such insurance shall be provided to David Chambers, Richland County Risk Manager ([chambersd@rcgov.us](mailto:chambersd@rcgov.us) – 576-2064) at least fourteen (14) days prior to the event. Failure to sign the Indemnification and Hold Harmless Agreement or timely provide the required proof of insurance shall immediately nullify this Resolution.

**ADOPTED THIS** the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Torrey Rush, Chair  
Richland County Council

Attest: \_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

**ATTACHMENT A**



Plan Scale  
Grid Spacing



Airport Grid Map  
 Jim Hamilton - L.B. Owens Airport (CUB)  
 1400 Jim Hamilton Boulevard  
 Columbia, South Carolina 29205

Item # 9

**ATTACHMENT B**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

By signing the below, Sustainable Midlands, its officers, employees, agents, directors, successors, and assigns hereby agree to indemnify, defend and hold harmless Richland County, its officials, directors, employees and agents, from and against any and all claims, demands, damages of any kind, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing against Richland County, its officials, directors, employees and agents, as a result of the Sustainable Midlands' use of the Property pursuant to the Resolution or the exercise by Sustainable Midlands of any and all rights and privileges granted to Sustainable Midlands by the aforementioned Resolution.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

DATE OF REQUEST  REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

DATE(S) OF EVENTS:

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)\*

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR\*\*) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)\*

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail ([slardis@columbiasc.net](mailto:slardis@columbiasc.net)), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

**\*Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

**\*\*With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; [cfdgadams@columbiasc.net](mailto:cfdgadams@columbiasc.net)  
 Legal Department - Shari Ardis; 737-4242; [slardis@columbiasc.net](mailto:slardis@columbiasc.net) - resolution preparation  
 Police Department Special Events - Officer Robert Hall; 545-3535; [rjhall@columbiasc.net](mailto:rjhall@columbiasc.net) parade permit, police  
 Parks and Recreation - Loretta Coleman; 545-3100; [lcoleman@columbiasc.net](mailto:lcoleman@columbiasc.net) park reservations  
 Police Department Community Services - Brenda Murphy; 545-3507; [bmmurphy@columbiasc.net](mailto:bmmurphy@columbiasc.net) street closing

Last revised: 2/20/2013

Item# 9

Attachment number 1  
Page 9 of 12

**RESOLUTION NO.: R-2014-052**

*Authorizing consumption of beer and wine beverages only at the Palmetto Tasty Tomato Festival*

WHEREAS, Sustainable Midlands ("Sponsor") is sponsoring the Palmetto Tasty Tomato Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 4:00 p.m. until 9:30 p.m. on Saturday, July 19, 2014; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 10:30 a.m. until 10:00 p.m. for set up, clean up, and staging of the event to be held from 4:00 p.m. until 9:30 p.m.; for patrons to consume beer and wine beverages only during the event hours of 4:00 p.m. until 9:00 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this \_\_\_ day of \_\_\_\_\_, 2014, that the sale of beer and wine beverages only is authorized between the hours of 4:00 p.m. and 9:00 p.m. on Saturday, July 19, 2014; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

Last Revised: 5/20/2014  
14050944

LEGAL DEPARTMENT DRAFT



BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Sustainable Midlands

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Mayor

Approved by:

ATTEST:

-----  
City Manager

Approved as to form:

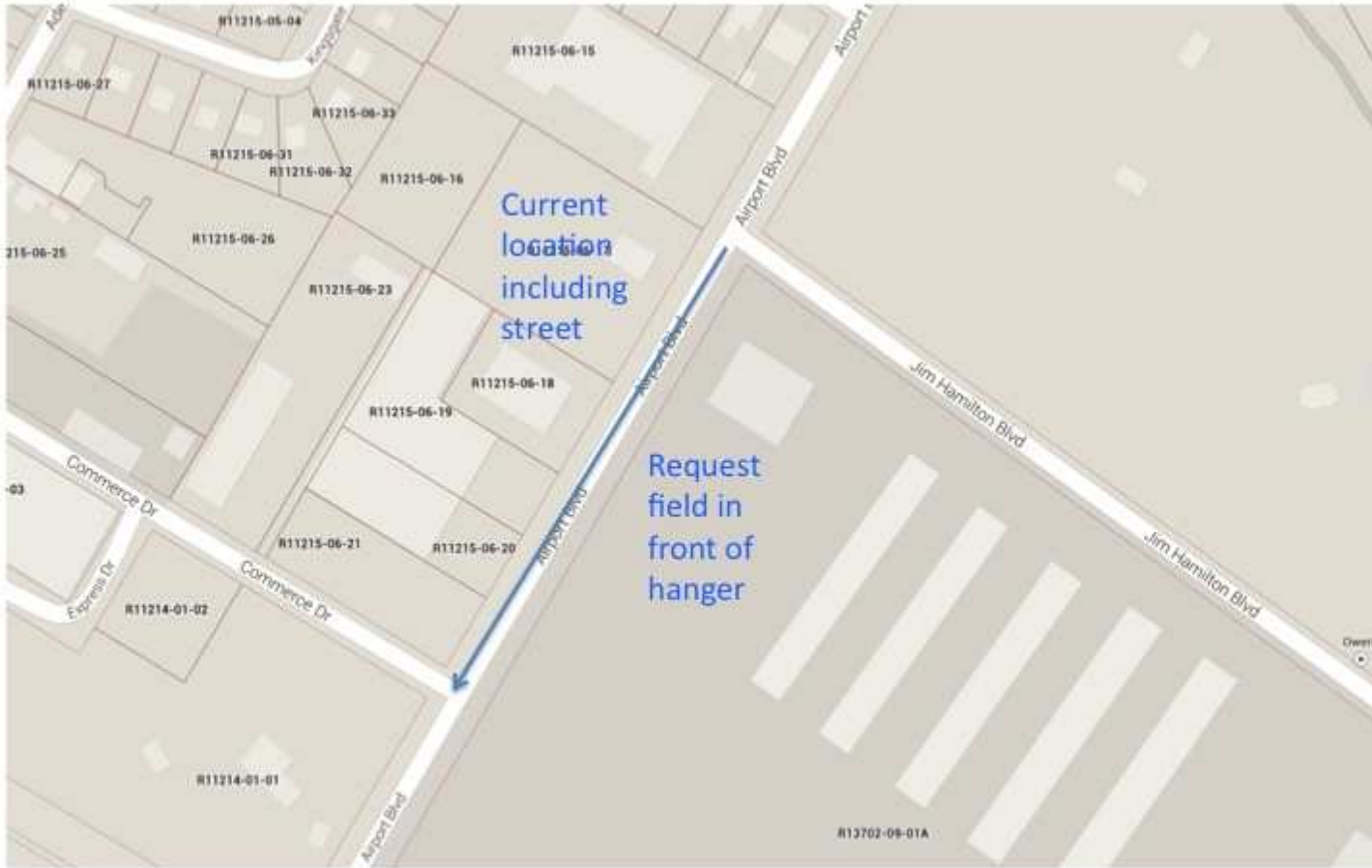
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City Clerk

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City Attorney

Introduced:

Final Reading:

**Palmetto Tasty Tomato Festival Current Location / Proposed Festival Expansion onto County Property**



# Richland County Council Request of Action

**Subject**

Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia [PAGES 87 - 89]

**Reviews**

# Richland County Council Request of Action

**Subject:** Audit of Intergovernmental Fire Agreement (IGA) with the City of Columbia

**A. Purpose**

Council is requested to approve performing a full audit of the Fire contract with the City of Columbia.

**B. Background / Discussion**

The following motion was made at the February 17, 2015, Council Meeting: **“Richland County to perform a full audit of the Fire contract with the City of Columbia [WASHINGTON]”**

Prior to beginning a new Intergovernmental Fire Agreement (IGA) the City of Columbia (Columbia) in 2012, the auditing firm of Thomas and Thomas, Certified Public Accountants, was obtained to perform an audit of funds sent to Columbia for use in providing fire suppression in the areas of the County outside of Columbia. The results of the audit were used to formulate language in the current IGA in an effort to correct problems and insure compliance. After the first audit was completed, a follow-up audit was planned for a later date to be determined by Council. Mr. Washington’s motion is to implement a follow-up audit of the current IGA.

The firm of Thomas and Thomas, Certified Public Accountants, was selected to perform the first audit and it is recommended by staff that they perform the follow-up audit because of their experience and knowledge of the subject matter.

**C. Legislative / Chronological History**

- o 6/5/12 – Council approved the Intergovernmental Fire Agreement with the City of Columbia
- o 3/6/15 – Mr. Washington made the following motion: “Richland County to perform a full audit of the Fire contract with the City of Columbia”

**D. Financial Impact**

The cost to conduct the follow up audit is estimated at \$25,000 per audited year. It is recommended by staff that the first three years of the current IGA be audited. Funds are available in the Emergency Services budget. No additional funds will be required.

**E. Alternatives**

1. Approve the motion to perform a full audit of the Fire contract with the City of Columbia. If this alternative is selected, staff recommends using Thomas and Thomas, Certified Public Accountants to perform the full audit.
  
2. Do not approve the motion to perform a full audit of the Fire contract with the City of Columbia.

**F. Recommendation**

This is a policy decision of Council.

Recommended by: Kelvin Washington

Department: County Council

Date: February 17, 2015

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 3/9/15

Item# 10

Recommend Council approval  
Comments regarding recommendation:

Recommend Council denial

This is a policy decision of Council. If approved, it would seem to be more appropriate to pay for the audit out of the Fire Fund instead of the Emergency Services as indicated in financial section "D" above.

### **Emergency Services**

Reviewed by: Michael Byrd  
 Recommend Council approval  
Comments regarding recommendation:

Date: March 9, 2015  
 Recommend Council denial

### **Procurement**

Reviewed by: Cheryl Patrick  
 Recommend Council approval  
Comments regarding recommendation:  
This is a policy decision of Council.

Date: March 10, 2015  
 Recommend Council denial

### **Legal**

Reviewed by: Elizabeth McLean  
 Recommend Council approval  
Comments regarding recommendation: Policy decision left to Council's discretion.  
Procurement should speak to whether these services would need to be procured or whether the original firm could be re-hired without a further solicitation.

Date: 3/9/15  
 Recommend Council denial

### **Administration**

Reviewed by: Warren Harley  
 Recommend Council approval  
Comments regarding recommendation:

Date: 3/20/15  
 Recommend Council denial

# Richland County Council Request of Action

**Subject**

Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts [PAGES 90 - 93]

**Reviews**

## Richland County Council Request of Action

**Subject:** Motion to amend certain Council Districts to At-Large Districts instead of Single Member Districts

### A. Purpose

County Council is requested to consider a motion by Mr. Jackson to require any Council District wherein at least 75% of its citizens reside in a municipality to be elected as an At-Large District.

### B. Background / Discussion

At the February 10, 2015, Richland County Council meeting Mr. Jackson made the following motion:

**I move that all Richland County Council districts that have more than 75% city in population not geographical must be at large.**

The election of Council districts (single member vs. at-large) is governed by SC Code Section 4-9-10 (a), which states in part:

**SECTION 4-9-10.** Referendum to determine form of county government; adoption of form of government selected; form of government when not otherwise determined by referendum; change in initial form; continuation of officials in office.

(a) Each county, after at least two public hearings which shall have been advertised in a newspaper of general circulation in the county and wherein the alternate forms of government provided for in this chapter are explained by the legislative delegation of the county, may prior to July 1, 1976, conduct a referendum to determine the wishes of the qualified electors as to the form of government to be selected or become subject to the provisions of subsection (b) of this section. The referendum may be called by an act of the General Assembly, resolution of the governing body, or upon petition of not less than ten percent of the registered electors of the county. The referendum shall be conducted by the county election commission. The question submitted shall be framed by the authority calling for the referendum and when called by petition such petition shall state the question to be proposed. All alternate forms of government provided for in this chapter shall appear on the ballot and unless one form receives a majority favorable vote in the initial referendum, a second or runoff referendum shall be held two weeks after the first referendum at which time the two forms which received the highest number of votes shall again be submitted to the qualified electors for final selection of the form to be adopted. A referendum may also be called to determine the wishes of the registered electors as to the question of whether the members of the governing body of the county shall be elected from defined single member election districts or at large from the county...

This section states that the citizens may vote to have single member districts OR at-large districts. There is no language which would allow for a combination of single member and at-large districts. In contrast, SC Code Section 5-15-20, which governs the elections of municipal council members, specifically allows a combination of at-

large and single member districts. Thus, it appears from the plain language of the statute that a combination would not be allowed. Additionally, the SC Attorney General has issued three opinions stating that county council members must be elected as either single member districts or at-large districts, not a combination thereof, and the SC Supreme Court suggests in a 1977 case that its conclusion would be the same.

All opinions and case law are available upon request.

### C. Legislative / Chronological History

- February 10, 2015 motion by Mr. Jackson.

### D. Financial Impact

None associated with this amendment.

### E. Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and find that County does not have the authority to proceed as requested.

### F. Recommendation

Recommended by: Councilmember Jackson

Department: County Council

Date: 3/10/15

### G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

#### Finance

Reviewed by: Daniel Driggers

Date: 3/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council discretion.

#### Legal

Reviewed by: Elizabeth McLean

Date: 3/17/15

Recommend Council approval

Recommend Council denial

Item# 11



Comments regarding recommendation: Appears inconsistent with state law.

**Administration**

Reviewed by: Tony McDonald

Date: 3/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend denial based on the fact that the proposal is contradictory to State Law with respect to election methods for County Councils.

# Richland County Council Request of Action

## **Subject**

County Council Implementing an Electronic Voting System [**PAGES 94 - 96**]

## **Reviews**

# Richland County Council Request of Action

**Subject:** County Council Implementing an Electronic Voting System

## A. Purpose

County Council is requested to direct the Clerk of Council to investigate and bring back a report to Council, prior to the first reading of the FY15-16 budget, detailing information on the feasibility of County Council implementing electronic voting. The report should include information on alternative forms of electronic voting as well as the cost of initiating and maintaining the voting equipment.

## B. Background / Discussion

The following motion was made at the February 17, 2015 Council Meeting:

**“Move that the Clerk to Council investigate and bring back a report to Council prior to first reading of the FY15-16 budget providing detailed information on the feasibility of County Council implementing electronic voting. The report should include information on alternative forms of electronic voting as well as the cost of initiating and maintaining the voting equipment. [JETER] [MALINOWSKI] [PEARCE]”**

Currently, Council uses a verbal and/or physical parliamentary (yea/nay/abstain) voting system when voting on a Council action, whereby Councilmembers in favor of an action say yea (yes) and those that oppose an action say nay (no). If a division of the vote is requested, Councilmembers raise their hand to indicate their vote (yea or nay) for an item. An electronic voting system (wired and/or wireless) would replace the parliamentary voting system currently used by Council.

Approval of this request would direct the Clerk of Council to investigate and bring back a report to Council, detailing the feasibility of County Council implementing an electronic voting system.

## C. Financial Impact

The financial impact associated with this request to the County is negligible as approval of this request would only direct the Clerk of Council to investigate the feasibility of implementing an electronic voting system.

## D. Alternatives

1. Approve the request to direct the Clerk of Council to investigate and bring back a report to Council, prior to the first reading of the FY15-16 budget, detailing information on the feasibility of County Council implementing electronic voting. The report will include information on alternative forms of electronic voting as well as the cost of initiating and maintaining the voting equipment.
2. Do not approve the request to direct the Clerk of Council to investigate and bring back a report to Council, prior to the first reading of the FY15-16 budget, detailing information on the feasibility of County Council implementing electronic voting.

## E. Recommendation

This is a policy decision of Council.

Recommended by: Damon Jeter, Bill Malinowski and Gregory Pearce

Department: County Council

Date: February 17, 2015

Item# 12

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 3/3/15

Recommend Council denial

### Clerk of Council

Reviewed by: Monique McDaniels

✓ Recommend Council approval

Comments regarding recommendation:

Date: 3/5/15

Recommend Council denial

### Information Technology

Reviewed by: Janet Claggett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 3/6/15

Recommend Council denial

### Legal

Reviewed by: Elizabeth McLean

Recommend Council approval

Comments regarding recommendation: Policy decision left to Council's discretion. Any voting system would need to comply with South Carolina open meeting requirements (FOIA).

Date: 3/17/15

Recommend Council denial

### Administration

Reviewed by: Tony McDonald

✓ Recommend Council approval

Comments regarding recommendation: Recommend approval of the exploration of electronic voting, and concur with the Legal Department that any proposed method that may ultimately be selected should take into consideration the requirements of the Freedom of Information Act.

Date: 3/20/15

Recommend Council denial

# Richland County Council Request of Action

**Subject**

Employee Benefits Comparison [**PAGES 97 - 133**]

**Reviews**

# *Richland County Government*

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2050  
Fax: (803) 576-2137  
TDD: (803) 748-4999

## *Office of the County Administrator*



## MEMORANDUM

**TO:** County Council  
**FROM:** Brandon Madden, Manager of Research  
**CC:** Tony McDonald, County Administrator  
**DATE:** March 20, 2015  
**RE:** Employee Benefits Comparison

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This item was reviewed at the 2015 Council Retreat. Upon Council's review, this item was referred back to the A&F Committee for consideration. Council requested a comparison of the County's insurance premiums with the premiums provided by other jurisdictions.

A comparison of the County's insurance premiums with the premiums provided by other jurisdictions is attached.

At this time, Staff is requesting direction from Council regarding this item.

**Comparison of Health Insurance Monthly Premium Cost for Employees and Employers for  
Richland County Government vs. Similar Plans in other Jurisdictions for  
2015 Plan Year**

<b>Location</b>	<b>Employee Monthly Premium</b>	<b>Employer Monthly Premium per Employee</b>
<b>Richland County Government</b>	<b>\$50, waived with wellness credit</b>	<b>\$486</b>
Charleston County	\$100 (Standard Plan). Tobacco surcharge \$40 for single coverage.	\$345
Lexington County	\$177 (Gold Plan)	\$389
Greenville County	\$154 (Premium Plan). Wellness incentive credit of \$20/month.	\$756
York County	\$98 (Standard Plan). Tobacco surcharge \$40 for single coverage.	\$345
City of Columbia	\$70 (Buy-up)	\$451
State of South Carolina	\$98 (Standard Plan). Tobacco surcharge \$40 for single coverage.	\$345

**Comparison of Health Benefits Offered to Current Employees  
Richland County Government vs. Similar Plans  
2015 Plan Year**

	<b>Richland County Government Plan</b>	<b>Charleston County (Standard Plan)***</b>	<b>Lexington County (Gold Plan)</b>	<b>Greenville County (Premium Plan)</b>	<b>York County (Standard Plan)***</b>	<b>City of Columbia (Blue Cross Blue Shield, Option B)</b>	<b>State of South Carolina (Standard Plan)</b>
<b>Monthly Premiums</b>							
employee-single	\$50	\$100	\$177	\$154	\$98	\$70	\$98
employee-family	\$614	\$314	\$568-\$821**	\$593	\$307	\$383	\$307
employer-single	\$486	\$345	\$389	\$726	\$345	\$451	\$345
employer-family	\$823	\$855	\$719-\$930**	\$693	\$855	\$1,281	\$855
early retiree*/total premium	\$50/\$807	\$442/\$442	\$235/\$915	\$139/\$214	\$98/\$442	\$70/\$451	\$98/\$442
Medicare retiree*/total premium	\$0/\$202	\$424/\$424	N/A	N/A****	\$98/\$424	\$143/\$443	\$98/\$424
<b>Annual Deductible</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>
single	\$500	\$445	\$800	\$50	\$445	\$250/\$750	\$445
family	\$1,000	\$890	\$1,600	\$100	\$890	\$1,000/\$2,000	\$890
<b>Coinsurance</b>	80%	80%	80%	90%	80%	90%	80%

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<b>Max Out of Pocket</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>
single	\$2,500	\$2,540	\$2,500	\$1,050	\$2,540	\$1,000	\$2,540
family	\$5,000	\$5,080	\$5,000	\$2,100	\$5,080	\$2,000	\$5,080
<b>Physician Visits</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>
	\$35 copay, then 100%	\$12	80%	\$15 copay, then 100%	\$12	deductible, then 90%	\$12
<b>Prescription Drugs</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>	<b>in-network</b>
	Tier 1: \$10	Tier 1: \$9	Tier 1: \$10	Tier 1: \$8	Tier 1: \$9	Tier 1: \$5	Tier 1: \$9
	Tier 2: \$35	Tier 2: \$38	Tier 2: plan pays 80%, you pay 20%	Tier 2: \$20	Tier 2: \$38	Tier 2: \$25	Tier 2: \$38
	Tier 3: \$55	Tier 3: \$63	Tier 3: Plan pays 60%, you pay 40%	Tier 3: \$35	Tier 3: \$63	Tier 3: \$40	Tier 3: \$63
<b>Wellness Incentives</b>	Employee-only premium waived with wellness credit. Various health challenges and wellness coaching opportunities.	tobacco surcharge \$40/mo for single coverage & \$60/mo for non-single	\$250 contribution to an HRA or HSA. Employee Health Center - treatment with no copay and preventative care.	Participants in Clinical Health Assessment receive \$20/month premium reduction.	tobacco surcharge \$40/mo for single coverage & \$60/mo for non-single	Employee Health Center - treatment with no copay and preventative care	tobacco surcharge \$40/mo for single coverage & \$60/mo for non-single

**\*Retiree premiums assume the retiree is fully funded.**

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**\*\*Lexington County's Gold Plan premium is based on the number of dependents.**

**\*\*\*Charleston County and York County use the State of South Carolina Public Employee Benefit Authority plan.**

**\*\*\*\*Greenville only offers Medicare retiree insurance to retirees hired before 2004. Retirees hired after 2004 only receive a Medicare supplement.**

## Employee Benefits Comparison

Advanced Sick Leave						
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC
The County provides the opportunity for Regular full-time employees (FTE) with a serious medical condition who have used all of their accrued sick and annual leave the opportunity to borrow sick leave. The maximum amount of allowable sick leave that can be advanced is 24 work days.	A personal leave of absence for a definite period of time not to exceed six (6) months may be granted for compelling personal reasons, provided adequate arrangements can be made for the employee's responsibilities during his/her absence.	An employee who has completed his initial probation (and any extension thereof) may request, a leave of absence for up to 26 weeks when unable to work because of sickness, pregnancy, or injury on or off the job. Such an employee may also apply for a leave of absence for personal reasons. A leave of absence due to physical incapacity or personal leave is granted only at the discretion of the County Administrator.	The County does not provide an option for employees to borrow sick leave.	County employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant the action.	An employee may apply for leave of absence for personal reasons. Requests for personal leave must be made in writing and can only be granted at the discretion of the City Manager.	Advanced sick leave may be provided upon extenuating circumstances, Human Resources may advance up to fifteen days of additional sick leave upon concurrence from the Office/Division.
Military Leave						
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC
An employee of Richland County who is required to be absent for military duty will be granted leave and reemployment rights as required by all applicable state and federal laws.	An employee of Greenville County who is required to be absent for military duty will be granted leave and reemployment rights as required by, and consistent with, all applicable state and federal laws.	County employees will be granted leave with pay and without loss of accrued annual or sick leave while on active duty with the United States armed forces. Prior notification of military leave must be given to the department head. Paid military leave will be granted in accordance with applicable state and federal law.	County employees are granted leave and reemployment rights as required by all applicable state and federal laws for leave pursuant to military duty.	In accordance with state law, all employees who are members of the South Carolina National Guard or any reserve unit of the United States Armed Forces shall be entitled to military leave of absence without loss of pay, performance rating or other benefits for up to 15 days in any one calendar year for the purpose of training or other duties as required by the appropriate authority.	Employees are eligible for Military Leave and reinstatement upon return from such leave for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law.	All officers and employees of this State or a political subdivision of this State who are either enlisted or commissioned members of the South Carolina National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve are entitled to leaves of absence from their respective duties without loss of pay, time, or efficiency rating.

<b>Jury Duty</b>						
<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
Employees who work in Regular, full-time positions are entitled to a paid leave of absence for their regular rate of pay on all work days during which he/she is required to appear in any court to serve as a juror.	Any employee who is called for jury duty or subpoenaed by any legislative, judicial or administration tribunal will be continued at full salary. Employees will receive their regular rate of pay for the period of jury, court, or public duty. This is in addition to the fees received on account of such duty. The employee shall present a copy of the jury summons or subpoena to the department head within three (3) workdays after receipt.	Regular County employees shall be authorized to serve required jury duty with pay and without loss of accrued annual or sick leave, except that on any day when such employee is excused from service on a jury, he will be expected to report for duty at his regular place of work or be charged annual leave from time excused from jury duty. Likewise, any period of time for which an employee is excused from jury duty because of illness shall be charged to sick leave. Any fees received as a juror (except that for mileage) must be relinquished to the County. County employees shall be granted civil leave for the purpose of voting.	County employees are entitled to a paid leave of absence for their regular rate of pay on all work days during which he/she is required to appear in any court to serve as a juror.	All regular County employees selected for jury duty shall be entitled to civil leave with pay for the period of absence required. The leave shall not be charged to annual or sick leave. On any day, however, that the employee is excused from service on a jury, he or she is expected to promptly report to his or her job with the County if within reasonable commuting distance or be charged annual leave for time excused from jury duty.	The City encourages employees to fulfill their civic responsibilities by serving on jury duty when required. Time off for jury duty is excused and will be with pay for a maximum of ten (10) work days for the time actually spent on jury duty when the hours of jury duty conflict with hours of work. Any period of time for which an employee is excused from jury duty because of illness will be charged to sick leave. Employees on jury duty more than ten (10) work days may utilize available annual leave, any other paid leave, or leave without pay.	Any employee in a full-time equivalent who is summoned as a member of a jury panel shall be granted court leave with pay, and any jury fees and travel payment shall be retained by the employee.
<b>Bereavement Leave</b>						
<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
An employee will be paid for time actually lost from straight time scheduled work up to 3 days of funeral leave due to attendance at the funeral of a member of his immediate family.	Funeral leave benefits not to exceed three (3) work days, are granted by the County to full-time regular employees in the case of a death in the employee's immediate family.	Employees shall be granted up to three working days of funeral leave, with pay and without loss of accrued annual or sick leave, in the event of the death of a member of the employee's family, including husband, wife, child, father, mother, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law and brother-in-law.	County employees may receive up to 3 days of paid funeral leave due to attendance at the funeral of a member of his immediate family. An eligible employee shall be granted bereavement leave of 1 day to attend the funeral of a relative other than immediate family member. Eligible employees shall be granted bereavement leave of 1 day to attend the funeral of a relative other than immediate family member.	The County allows employees to take 3 days of sick leave in the event of a death in the immediate family.	An employee may be granted a maximum of three (3) work days, chargeable to sick leave, in the event of a death in the employee's immediate family. If the employee has no sick leave available, he may take three (3) workdays without pay or take annual leave. Eligible employees may be granted a maximum of three (3) work days, chargeable to annual leave, in the event of a death of an employee's relative, other than immediate family. If the employee has no annual leave available, he may take three (3) workdays without pay.	Paid leave for up to three consecutive workdays may be granted for a regular employee for the death of any member of the employee's immediate family.

Family and Medical Leave Act (FMLA)												
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC						
Employees who meet the length of service and hours worked requirement have rights under the Family and Medical Leave Act.	In accordance with the Family Medical Leave Act, full-time, regular employees that have worked for the County at least one thousand two hundred fifty (1,250) hours in the past twelve (12) months are entitled to take up to twelve (12) weeks of leave in any given twelve-month period	Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act.	County employees have rights under the Family and Medical Leave Act.	After 1 year of employment employees are covered by a Federal Law called the Family & Medical Leave Act which provides for up to 12 weeks of leave for serious illness, birth of a child, or caring for immediate family members. Leave is unpaid unless employee has accumulated leave to cover the absence, but benefits remain in place (i.e. insurance).	City employees who meet the length of service and hours worked requirement have rights under the Family and Medical Leave Act.	Any employee of the State who meets the length of service/hours requirements may request leave under the Family and Medical Leave Act.						
Catastrophic Leave												
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC						
The Catastrophic Leave Program is a voluntary program that allows eligible employees to donate a portion of their accrued annual leave and sick leave to assist other eligible employees who are experiencing a catastrophic illness and/or injury.	In long-term medical situations when a regular full-time employee that has completed his/her introductory period is in need of sick leave, sick leave may be donated by any other employee to the employee in need, subject to certain restrictions.	The County does not have a leave donation program.	The County does not have a catastrophic leave program for their employees.	The County does provide a sick leave bank. The purpose of the sick leave bank is to protect eligible employees from undue financial burdens which may result when extended absence (30 or more consecutive calendar days) from work is necessary due to a prolonged or catastrophic personal illness or accident. The sick leave bank will be established by the voluntary donation of current leave to the bank by County employees, thereby establishing their eligibility to participate in the bank.	The City does not offer a sick leave donation program.	The State's Leave Transfer Program consists of annual and sick leave donations made by State employees for use by other employees who qualify as recipients and are approved.						
Group Insurance												
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC						
The County currently pays the premium cost for group health, dental and life insurance for each Regular full-time employee. A breakdown of the monthly premiums is attached.	Eligible employees and their eligible dependents may be covered under one of three medical plans and a dental plan. Prescription drug coverage and vision care are included in the medical plans. <table border="1" data-bbox="481 1649 895 1764"> <tr> <td>Premium Plan</td> <td>90% / 10%</td> </tr> <tr> <td>Plus Plan</td> <td>85% / 15%</td> </tr> <tr> <td>Standard Plan</td> <td>80% / 20%</td> </tr> </table> All benefits are effective the first day of the month following the employee's date of hire. See breakdown of the monthly premiums	Premium Plan	90% / 10%	Plus Plan	85% / 15%	Standard Plan	80% / 20%	All regular County employees who are normally scheduled to work an average of at least thirty (30) hours each week are eligible to participate in the group health/life insurance program in accordance with the provisions outlined in the Employee Group Health Insurance Plan. A breakdown of the monthly premiums is attached.	All eligible County employees are eligible for the medical insurance plan offered by the County. A breakdown of the monthly premiums is attached.	Probationary and full-time employees shall be eligible for coverage for the comprehensive medical insurance plan offered by the County. Employee premium contributions are based on the type of coverage selected by the employee. A breakdown of the monthly premiums is attached.	Full-time, part-time employees working 30 hours per week and elected officials are eligible to enroll in the City of Columbia's health plans. Please see attached monthly premiums.	Department employees may take advantage of insurance benefits offered by the SC Office of Insurance Services. Employees may choose between three different plans. A breakdown of the monthly premiums for each plan is attached.
Premium Plan	90% / 10%											
Plus Plan	85% / 15%											
Standard Plan	80% / 20%											
			Item# 13									

is attached.						
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**Unemployment Insurance**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The County participates in the SC unemployment insurance program through the SC Department of Employment and Workforce which assists employees who are out of work through no fault of their own.	The County participates in the SC unemployment insurance program through the SC Department of Employment and Workforce which assists employees who are out of work through no fault of their own.	Unemployment insurance is an option through the SC Department of Employment and Workforce.	The County does offer unemployment insurance as options through the SC Department of Employment and Workforce.	The County participates in the SC unemployment insurance program through the SC Department of Employment and Workforce	The City pays unemployment benefits to employee who leave City employment and who meet the eligibility requirements of the SC Employment Security Commission.	All employees are covered under the SC unemployment insurance program which is administered through the SC Department of Employment and Workforce. The program pays claims for persons who are out of work through no fault of their own.

**Supplemental Insurance**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>				
County employees have the option of purchasing Short Term Disability and/or Long-Term Disability coverage that pays an employee a benefit for each week that the employee is unable to work because of a covered sickness or injury.	County employees have the option of choosing one of the two Long Term Disability Plans Offered. <table border="1" data-bbox="481 766 932 1118"> <tr> <td>Option 1</td> <td>30-Day elimination period, 60% of earnings, maximum benefit of 2 years.</td> </tr> <tr> <td>Option 2</td> <td>90-Day elimination period, 60% of earnings, maximum benefit to age 65 or the National Retirement age.</td> </tr> </table>	Option 1	30-Day elimination period, 60% of earnings, maximum benefit of 2 years.	Option 2	90-Day elimination period, 60% of earnings, maximum benefit to age 65 or the National Retirement age.	Supplemental insurance is an option for County employees to purchase.	County employees have the option of purchasing supplemental insurance.	County employees can purchase supplemental insurance.	Voluntary participation plan that protects one-half of your gross income up to \$96,000 of annual pay. The elimination period is 90 days. The LTD group rates are quite economical and based on age and salary. You have a 60 day window of enrollment from your date of hire with no personal health statement needed.	Employees are able to purchase supplemental insurance. However, employees covered by the State Health Plan or an HMO automatically have long-term disability insurance administered by the SC Retirement System.
Option 1	30-Day elimination period, 60% of earnings, maximum benefit of 2 years.									
Option 2	90-Day elimination period, 60% of earnings, maximum benefit to age 65 or the National Retirement age.									

**Employee Assistance Program**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The County provides an Employee Assistance Program (EAP) to motivate employees to seek professional help for personal problems before they affect job performance, to refer employees to qualified treatment resources, and to retain valued employees as a result of continued or re-stored job performance.	The County does provide assistance to employees through EAP services.	The County has made available to its employees an Employee Assistance Program. The program provides employees with professional help for problems such as alcohol and drug abuse, emotional stress, money management difficulties and unpleasant family situations.	The County provides employees with services through an employee assistance program (EAP).	The County provides access to the Employee Assistance Program through First Sun EAP Services for employees. (Free confidential counseling for employees & immediate family members for substance/drug abuse, family or professional problems, and other issues.)	The City of Columbia's Job Retention Services Program is a program which provides employees professional help with job related problems. The City has developed this program with the assistance of the Job Retention Services Program of the S.C. Vocational Rehabilitation Department which administers this program for the City. Employees that have a personal problem that is affecting their job (e.g. drugs, alcohol, need personal counseling etc.) can use this free and confidential service.	Through the SC Public Employee Benefit Authority (PEBA), employees have access to a variety of resources to assist with personal issues, including lifestyle change programs and wellness education.

Longevity Performance Bonus Pay						
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC
<p>All Regular, full-time employees are eligible for Longevity Bonus Pay after they have been employed in a Regular, full-time position with the County, for a continuous minimum period of five (5) complete years, as of July 1<sup>st</sup>.</p> <p>While the County doesn't provide "bonuses" per se, the County has, in the past, offered market rate pay adjustments, and in the case of FY 15, will offer a one-time 1.5% payment to applicable employees.</p> <p>Merit (PEP – Performance Enhancement Program) increases have also been used in the past, when the budget allows.</p>	<p>The County does not have a longevity pay program.</p>	<p>County Employees normally are eligible for merit increases periodically when performance evaluations are conducted. Merit pay, which is contingent upon the financial condition of the County as determined by County Council, is typically addressed by County Council during the County's annual budget process. Merit raise increases will be within a position's pay range and must be approved by the Director of Human Resources.</p>	<p>Regular full-time employees receive a 3% Longevity increase for 1,3,5,7, and 10 years. Also, regular full-time employees receive a 6% Longevity increase for 15,20,25,30,35,and 40 years of service.</p>	<p>Full-time regular County employees and elected and appointed County officials and judges having ten or more years of full-time continuous service shall receive a monthly longevity allowance in addition to their regular compensation. An employee's or official's years of full-time continuous service transferred from employment with another County, municipality, state or political entity created by the state, may contribute to eligibility for the longevity allowance provided herein. Longevity pay of \$20.00 per month is given to employees who have completed 10 years of service. This increases by \$5.00 per month for every 5 years of service up to 40 years service.</p>	<p>Regular full-time and regular part-time employees are eligible for a merit award which may be given in the form of a merit increase or a merit bonus. A merit award is not given just because an employee's work is competent. A merit award is provided as a reward to employees for work rendered beyond that which is normally expected.</p>	<p>The Longevity Salary Increase Program was discontinued in 1986. Individuals awarded longevity increases prior to the discontinuance of the program will continue to receive such previously awarded increases until termination of employment with State government. However, all employees in full time equivalent positions are eligible to receive bonuses. Employees earning \$100,000 or more are not eligible to receive bonuses. Bonuses cannot exceed \$3,000 per employee in a fiscal year. Employees may receive more than one bonus in a fiscal year as long as the total amount of bonuses does not exceed \$3,000.</p>
Overtime Compensation						
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC
<p>Non-exempt employees, with the exception of law enforcement personnel, receive overtime premiums at 1.5 times their regular rate for all hours worked in excess of 40. Law enforcement personnel receive overtime premiums after 85 hours in 14 days. Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the workweek. Such employees do not receive overtime pay or compensatory time off. However, the Department Head may, in his/her sole discretion, grant additional paid time off to exempt employees who have worked unusual amounts of</p>	<p>For all eligible personnel, all hours accumulated in excess of forty (40) hours per week shall be paid at a rate of time and one-half (1 1/2) their regular rate of pay. Employees engaged in protective services (i.e., for nonexempt officers of sheriff's office, and officers of the community services department) are not eligible for overtime unless they work in excess of eighty (80) hours during a work period. A work period is fourteen (14) consecutive twenty-four (24) hour periods.</p>	<p>Employees who are eligible for overtime are paid overtime at the rate of one and one-half (1½) times his or her regular rate of pay for time worked.</p>	<p>Employees exempt from the overtime provisions of the Fair Labor Standards Act shall be paid biweekly salaries and are not entitled to overtime compensation. So long as the County is covered by the Fair Labor Standards Act, all other County employees are entitled to overtime compensation</p>	<p>Employees subject to the Fair Labor Standards Act shall earn compensation on all hours worked beyond their normal workweek(s) at one and one-half times their regular rate. It is the policy of the County to grant compensatory time at the rate of one and one-half hours for each hour worked beyond the employee's normal workweek(s). The employee may be paid at one and one-half times his or her hourly rate for the hours worked in excess of his or her normal workweek(s) if it is considered by the County to be in its best interest to do so rather than grant compensatory leave.</p>	<p>Department Directors and Division Heads are responsible for planning their work in such a manner to keep paid overtime at a minimum. Employees needed to work overtime will be given as much notice as possible; however, overtime can be mandated without prior notice for emergency situations. Employees eligible for overtime will be paid at the rate of pay required by the U.S. Fair Labor Standards Act (FLSA). Scheduled Overtime is paid at the rate of time-and-one-half.</p>	<p>Overtime is all hours worked in excess of 40 in a seven (7) consecutive day work period. A non-exempt employee shall be paid no less than one and one-half (1 1/2) times his/her regular rate of pay for all hours worked over 40 in a workweek or granted compensatory time at a rate of one and one-half (1 1/2) hours for each hour of overtime worked. Non-exempt employees, who have a scheduled workweek of 37.5 hours, shall not receive additional compensation or compensatory time for hours worked between 37.5 and 40.0 hours per workweek. The requirements that overtime</p>

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time in excess of the normal schedule (not to exceed 7.5 hours per week), but no exempt employee has a right to such additional paid time off. There is no payment for compensatory time upon termination.						pay must be paid or compensatory time granted to nonexempt employees after 40 hours of work in a workweek shall not be waived by agreement between the supervisor and the employee.
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**Rewards and Recognition**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The different departments within the County implement recognition and award programs for County employees. The amount of funds that go towards purchasing awards for employees are regulated by State Law and cannot exceed \$50.	The County has no formal Program implemented.	The County has an employee of the quarter program and a service reward program to recognize employees for their service.	The County does not have a rewards and recognition program for their employees.	Outside of Longevity Pay, the County does not have an official rewards and recognition program.	The City provides the following awards:  <ol style="list-style-type: none"> <li>1. Employee of the Month</li> <li>2. Employee of the Year</li> <li>3. Years of Service - 5, 10, 15, 20 &amp; 25 years</li> </ol>	Each agency can develop recognition programs that meet its needs. Sections 8-1-180 and 8-11-180 of the South Carolina Code of Laws allow State agencies and institutions to spend public funds on employee recognition. There is a \$50 limit on the amount that can be spent on each employee per award. The 2013-2014 Appropriation Act, Section 117.16, provides authority to fund employee award programs.

**Observed Holidays**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr.</li> <li>3. President's Day</li> <li>4. Memorial Day</li> <li>5. Independence Day</li> <li>6. Labor Day</li> <li>7. Veteran's Day</li> <li>8. Thanksgiving Holiday (includes day after Thanksgiving)</li> <li>9. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)</li> </ol> <p><b>12 Total Holidays</b></p>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr.</li> <li>3. Good Friday</li> <li>4. Memorial Day</li> <li>5. Independence Day</li> <li>6. Labor Day</li> <li>7. Thanksgiving Holiday (includes day after Thanksgiving)</li> <li>8. Christmas Holiday (includes Christmas Day and Day after Christmas)</li> <li>9. One floater day</li> </ol> <p><b>11 Total Holidays</b></p>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr. Day</li> <li>3. President's Day</li> <li>4. Confederate Memorial Day</li> <li>5. National Memorial Day</li> <li>6. Independence Day</li> <li>7. Labor Day</li> <li>8. Veterans Day</li> <li>9. Thanksgiving Day (includes day after Thanksgiving)</li> <li>10. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)</li> </ol> <p><b>13 Total Holidays</b></p>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr.</li> <li>3. President's Day</li> <li>4. Memorial Day</li> <li>5. Independence Day</li> <li>6. Labor Day</li> <li>7. Veteran's Day</li> <li>8. Thanksgiving Holiday (includes day after Thanksgiving)</li> <li>9. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)</li> </ol> <p><b>12 Total Holidays</b></p>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Memorial Day</li> <li>3. Martin Luther King Day</li> <li>4. Independence Day</li> <li>5. Labor Day</li> <li>6. Thanksgiving Day (includes day after Thanksgiving)</li> <li>7. Christmas Holiday (includes Christmas Eve and Christmas Day)</li> <li>8. Two optional/personal holidays a calendar year.</li> </ol> <p><b>11 Total Holidays</b></p>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr.</li> <li>3. Good Friday</li> <li>4. Memorial Day</li> <li>5. Independence Day</li> <li>6. Labor Day</li> <li>7. Thanksgiving Holiday (includes day after Thanksgiving)</li> <li>8. Christmas Holiday (includes Christmas Day, and Day in conjunction with Christmas)</li> </ol> <p><b>10 Total Holidays</b></p>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr. Day</li> <li>3. President's Day</li> <li>4. Confederate Memorial Day</li> <li>5. National Memorial Day</li> <li>6. Independence Day</li> <li>7. Labor Day</li> <li>8. Veterans Day</li> <li>9. Thanksgiving Day (includes day after Thanksgiving)</li> <li>10. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)</li> </ol> <p><b>13 Total Holidays</b></p>



**Annual (Vacation) Leave Accrual Schedule**

Richland County			Greenville County			Lexington County			Charleston County			York County			City of Columbia			State of SC	
Below is the Annual Leave Schedule for FTEs:			Below is the Annual Leave Schedule for FTEs:			Regular full-time employees earn annual leave commensurate with the number of years of service. Regular employees who are normally scheduled to work at least twenty (20) hours or more but less than forty (40) hours per week earn annual leave at a rate of one-half the scheduled accrual.			Below is the Annual Leave Schedule for FTEs:			8 hours accumulated per month, with additional accumulations after 10 years.			Employees with five or fewer years accrue annual leave at the rate of 10 days per year.  Beginning with the 6th year, annual leave accrues at the rate of one extra day per anniversary year with a maximum of 25 days.			Below is the Annual Leave Schedule for FTEs:	
75 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.	75 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.	37.5 and 40 Hr. Weekly Work Schedule	Days per Year
0-10 years	75	10	0-4 years	89.96	12	0-4 years	80	10	0-10 years	96	12	0-5 years	80	10	0-10 years			0-10 years	15
11-20 years	112.5	15	5-10 years	112.5	15	5-10 years	120	15	11-20 years	120	15	6 - 20 or more years	Beginning with the 6th year, annual leave accrues at the rate of one extra day per anniversary year with a maximum of 25 days.		11 years	16.25		11 years	16.25
21 or more years	150	20	10-20 years	142.48	19	10-14 years	160	20	20 years or more	144	18				12 years	17.50		12 years	17.50
			20 or more years	187.46	25	15 years or more	200	25							13 years	18.75		13 years	18.75
															14 years	20.00		14 years	20.00
															15 years	21.25		15 years	21.25
															16 years	22.50		16 years	22.50
															17 years	23.75		17 years	23.75
															18 years	25.00		18 years	25.00
															19 years	26.25		19 years	26.25
															20 years	27.50		20 years	27.50
															21 years	28.75		21 years	28.75
															22 and over	30.00		22 and over	30.00

Sick Leave Accrual Schedule																																																				
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC																																														
Below is the Sick Leave Schedule for FTEs.	Below is the Sick Leave Schedule for FTEs:	Regular full-time employees accrue sick leave at a rate of one (1) day per month of service. Part-time employees accrue at one-half the full time rate.	Below is the Sick Leave Schedule for FTEs.	8 hours accumulated per month.	Each regular full-time employee earns sick leave at the rate of one workday for each month of service, accruing up to a maximum of 90 days. One-fifth of sick leave credited to an employee at the date of retirement will be paid at the regular rate of pay.	Below is the Sick Leave Schedule for FTEs																																														
<table border="1"> <thead> <tr> <th>Work Schedule</th> <th>Hours Accrued per Yr.</th> <th>Days per Yr.</th> </tr> </thead> <tbody> <tr> <td>75 Hr. Work Schedule</td> <td>90</td> <td>12</td> </tr> <tr> <td>85 Hr. Work Schedule</td> <td>102</td> <td>12</td> </tr> </tbody> </table>	Work Schedule	Hours Accrued per Yr.	Days per Yr.	75 Hr. Work Schedule	90	12	85 Hr. Work Schedule	102	12	<table border="1"> <thead> <tr> <th>Work Schedule</th> <th>Hours Accrued per Yr.</th> <th>Days per Yr.</th> </tr> </thead> <tbody> <tr> <td>75 Hr. Work Schedule</td> <td>89.96</td> <td>12</td> </tr> <tr> <td>80 Hr. Work Schedule</td> <td>95.94</td> <td>12</td> </tr> </tbody> </table>	Work Schedule	Hours Accrued per Yr.	Days per Yr.	75 Hr. Work Schedule	89.96	12	80 Hr. Work Schedule	95.94	12	<table border="1"> <thead> <tr> <th>40 Hr. Work Schedule</th> <th>Hours Accrued per Yr.</th> <th>Days per Yr.</th> </tr> </thead> <tbody> <tr> <td></td> <td>96</td> <td>12</td> </tr> </tbody> </table>	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.		96	12	<table border="1"> <thead> <tr> <th>40 Hr. Work Schedule</th> <th>Hours Accrued per Yr.</th> <th>Days per Yr.</th> </tr> </thead> <tbody> <tr> <td></td> <td>96</td> <td>12</td> </tr> </tbody> </table>	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.		96	12	<table border="1"> <thead> <tr> <th>40 Hr. Work Schedule</th> <th>Hours Accrued per Yr.</th> <th>Days per Yr.</th> </tr> </thead> <tbody> <tr> <td></td> <td>96</td> <td>12</td> </tr> </tbody> </table>	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.		96	12	<table border="1"> <thead> <tr> <th>40 Hr. Work Schedule</th> <th>Hours Accrued per Yr.</th> <th>Days per Yr.</th> </tr> </thead> <tbody> <tr> <td></td> <td>96</td> <td>12</td> </tr> </tbody> </table>	40 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.		96	12	<table border="1"> <thead> <tr> <th>Work Schedule</th> <th>Days per Year</th> </tr> </thead> <tbody> <tr> <td>37.5 and 40 Hr. work week</td> <td>15</td> </tr> </tbody> </table> <p>All employees in FTE positions shall earn sick leave beginning with the date of employment at the rate of one and one-fourth workdays per month of service or 15 days per year.</p>	Work Schedule	Days per Year	37.5 and 40 Hr. work week	15
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Retirement						
Richland County	Greenville County	Lexington County	Charleston County	York County	City of Columbia	State of SC
The County's retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All Regular, full-time County employees must participate in the Retirement System as a condition of employment, unless participation is specifically excluded by legislation.	Retirement benefits are available for County employees who are members of the South Carolina Retirement System. Retirement applications must be made in compliance with the rules of the South Carolina Retirement System.	The County participates in the South Carolina Retirement System (SCRS) and the South Carolina Police Officers Retirement System (PORS). Benefits at retirement are based on the member's average final compensation and years of credited service. Employees contribute a pre-tax amount to the system. Employer contributions are made by the County of Lexington.	The County participates in the South Carolina Retirement System (SCRS) and the South Carolina Police Officers Retirement System (PORS). Employer contributions are made by the County of Charleston.	Membership in the South Carolina Retirement System is mandatory for County employees.	Retirement benefits are available for all regular City employees through one or more pension programs. All employees are covered by Social Security. With the exception of temporary and exempt labor classes, all persons in the classified service are covered under the South Carolina State Retirement System (SCRS) or the South Carolina Police Officers Retirement System (PORS). Eligible City employees who participate in the South Carolina Retirement System with more than one (1) year of service have life insurance coverage equivalent to the employee's annual salary at the time of death through the South Carolina Retirement System.	The State's retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All regular employees of the State are members of the South Carolina Retirement System. Deductions made from each paycheck are matched by the State.

<b>Workers' Compensation</b>						
<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
County employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the County. Employees must report immediately any on-the-job injury, regardless of severity, to his/her supervisor.	An employee injured and unable to work as a result of a work related accident that is compensable in accordance with the worker's compensation laws in South Carolina--Section 42-1-10, et seq. of the Code of Laws of South Carolina (1976)	The County operates under and is subject to the Workers' Compensation Act of South Carolina.	County employees are covered by workers' compensation for on-the-job injuries as governed by applicable state and federal laws.	All County employees are covered under the provisions of the South Carolina Workers Compensation Act pertaining to injuries and diseases sustained while on the job. Injured employees shall receive as weekly compensation a percentage of their regular pay, as authorized by the act.	All City employees are covered under the SC Workers' Compensation Law. Compensates employees injured on the job. It provides a % of current income to employee on a temporary or permanent basis depending upon the duration of the injury as well as compensation for permanent injury or death.	In the event of an accidental injury arising out of and in the course of employment with the State, workers are covered under Workers' Compensation.

**Alternative Work Schedule**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
Richland County recognizes the majority of County employees work at County offices and facilities during designated work hours, generally 8:30 a.m. – 5:00 p.m. Monday through Friday. However, there may be times when it is beneficial to the County and the employee to have other options. Richland County recognizes that teleworking or other alternative work schedules may be an alternative work arrangement in certain circumstances and encourages supervisors to give employees' teleworking proposals consideration when mutually beneficial to the County and the employee. However, no employee is entitled to this alternative work arrangement or to the continuation of such arrangement.	The County has no formal Program/Policy.	All work schedules (including lunch) are determined by the appropriate department head with approval of the County Administrator. Employees are responsible for understanding the hours which they are required to work. Certain job responsibilities require employees to be on duty at other than regular work hours.	The County provides eligible employees with teleworking options or alternative work arrangements.	If eligible and upon approval, the County provides employees with alternative work schedule options.	The standard working hours for City employees are 8:30 a.m. to 5:00 p.m., however, due to the nature of many City operations, employees' working hours may be scheduled otherwise. Employees may be scheduled to work from 0 to 24 hours per day, any, all or no days per week. Any changes to the scheduled work hours must be approved, in advance, by the City Manager. All employees will be notified, in writing, of their work schedule.	Telecommuting is a flexible work arrangement that allows an employee to work from home or in the field with their home as the primary site. Telecommuting is a management option and not a universal employee benefit or right. It is the Agency's option to allow an employee to telecommute.

**COBRA (Consolidated Omnibus Budget Reconciliation Act)**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
Employees covered by the County's group health, dental, and/or Section 125 health care flexible spending accounts have a right to choose continuation coverage of group health, dental, and Section 125 plans, if	If the leave is for a period exceeding one month, insurance coverage will end and may only be continued at the covered individual's expense under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees returning from a personal	Employees participating in the County's group health plan may be eligible for coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).  Item# 13	County employees that participate in the County's health insurance program have an option to continue coverage if coverage is lost because of a reduction in hours of employment or separation from	The Consolidated Omnibus Budget Reconciliation Act, better known as COBRA, became law in 1985 and amended the Employee Retirement Income Security Act (ERISA) to provide	Employees who participate in the City health insurance plan and separate from employment for any reason, voluntary or involuntary, are eligible to continue health and dental coverage. Employees and their	Employees have the right to extend their group health and/or dental coverage for employees and dependents who would otherwise lose the coverage due to a qualifying event.

coverage is lost because of a reduction in hours of employment or separation from employment (for reasons other than gross misconduct on the employee's part).	leave will be reinstated on the same basis as employees returning from medical leave.		employment	continuation of group health coverage that would otherwise be terminated. The cost of group health coverage shifts to the party electing COBRA benefits. The County employee, retiree, or family member must notify the personnel department within 30 to 60 days of a qualifying event to be considered for COBRA benefits.	eligible dependents may elect to continue in the health and dental plan upon payment of the applicable premium plus any additional administrative charge. Employees and eligible dependents will be notified, in writing, of the continuation benefits.	
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**Section 125 (aka Flexible Benefits Plan)**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The County currently provides Section 125 plans to employees in Regular, full-time positions in order to allow eligible employees to pay for certain benefits pre-tax. The terms of such plans are governed by the respective plan documents and federal law, not by the County. The County is not responsible for changes to benefits and may discontinue any or all plans at any time.	Greenville County offers employees a Section 125 plan. Under this plan, employees can participate in a medical spending account and/or a dependent care spending account.	Full time employees are eligible to participate in the County's Flexible Benefits Plan. The plan offers a variety of pre-tax supplemental insurance products, flexible-spending accounts, and post-tax insurance plans. Management of the Flexible Benefits Plan and the flexible spending accounts is provided by AmeriFlex. Insurance products are made available by Colonial Life Insurance Company.	Charleston County provides pre-tax supplemental insurance options.	Pre-tax supplemental insurance options are available for employees.	Eligible employees can participate in this program. This is done on a calendar year schedule. Open enrollment is in October or November. Money is deducted from your paycheck before taxes and put into an account that can be drawn out and used as needed for dependent care and/or medical expenses that our Blue Cross Insurance does not cover.	Employees may participate in the State's flexible benefits program, MoneyPlu\$. The program uses pre-tax dollars to pay for the state's insurance premiums, dependent care and non-covered medical expenses.

**Deferred Compensation (aka 401k)**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The County provides a voluntary pre-tax retirement program administered by the State of South Carolina Deferred Compensation Office which is designed to enable employees to supplement their retirement financially by using a tax-deferred program as provided by law.	Greenville County offers a voluntary pre-tax retirement program administered by the State of South Carolina Deferred Compensation Office.	Employees are eligible to participate in the South Carolina Public Employees Deferred Compensation Plan, 401K or 457. The amount deposited is determined by the employee and participation is optional. This is a tax-deferred savings program and is handled automatically by payroll deduction.	The County does provide employees with an option to participate in a voluntary pre-tax retirement program, administered by the SC Deferred Compensation Office.	York County does offer a 401K plan that is optional for employees to participate in if they wish. It is provided by South Carolina Deferred Compensation Program	Employees are eligible to participate in Deferred Compensation programs. These are voluntary participation programs. These are tax shelter plans where the employee participates in buying an annuity. The amount you decide to invest, as a payroll deduction, is not taxed until the employee receives the annuity. You may join at any time.	The South Carolina Deferred Compensation Program (SCDCP) offers 401(k) and 457 savings plans, both of which have a Roth option.

**Training and Development**

<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The County provides training and development opportunities to develop, augment, and encourage continuous improvement of skills for current positions and/or the potential for possible future	The County provides training and development opportunities and offers tuition reimbursement for continuing education.	County staff may have training and development opportunities. However, there is no formal program.	The County provides training opportunities for their staff; however no Tuition Assistance is offered.	County employees are encouraged to maintain and improve their job related skills and knowledge. In addition, employees may be required to take special training or attend seminars to improve job	After one year of employment, regular full-time employees are eligible for reimbursement of tuition for educational programs.	The State provides certification and training programs. Also, the State provides tuition assistance. The State's Tuition Assistance Program provides employees the opportunity to further their

Item# 13

positions. The County also has a Tuition Assistance Plan to take advantage of educational opportunities that will help them in professional development and help position them to take advantage of promotional opportunities with the County.				performance.		education to develop a workforce that can better meet the needs of the Agency in accomplishing its mission.
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<b>Life Insurance</b>						
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<b>Richland County</b>	<b>Greenville County</b>	<b>Lexington County</b>	<b>Charleston County</b>	<b>York County</b>	<b>City of Columbia</b>	<b>State of SC</b>
The County provides \$50,000 in life insurance for each employee free of charge, along with a life benefit paid by the County in the amount of the employee's salary after one year of employment and being enrolled in the Public Employee Benefit Authority (PEBA). Additionally, the County offers an option for supplemental life insurance, up to \$300,000, which is paid by the employee.	Employees are eligible to receive life insurance coverage the first day of the month following employment. The County provides \$50,000 of term life insurance for Full-Time Employees. Optional supplemental term life insurance is available in a payroll deduction basis in amounts from \$10,000 to \$500,000. Spouse and/or dependent life insurance may be purchased.	The County of Lexington provides a life insurance plan for its employees. The County provides a benefit of 1.5 times the Basic Annual Earnings to a maximum of \$50,000 (minimum of \$12,500) of Term Life and Accidental Death and Dismemberment (AD&D) coverage. Employees may elect to get optional life insurance of \$50,000, \$100,000 or \$150,000.	The County provided \$10,000 in life insurance free of charge and a supplemental life insurance option up to \$500,000.	The County provides death Benefit of one year's annual salary after one year of membership in State Retirement provided by York County.  Employees may list several beneficiaries and/or contingent beneficiaries.	Optional Life Insurance is available to all regular full-time and part-time City employees regularly scheduled to work 30 hours or more per week. After one-year employment, active employee's beneficiary will receive the amount equal to the employee's annual salary that is purchased for them by the City of Columbia. Employees also have the option of purchasing additional insurance with other insurance companies.	Employees covered by the State Health Plan or an HMO automatically have \$3,000 of life insurance administered by the S.C. Retirement System.

## City of Columbia's Insurance Premiums

	<b>Base</b>	<b>Core</b>	<b>Buy-Up</b>
<b>Medical</b>	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>
Deductible (Single/Family)	\$1,250/\$3,750	\$750/\$2,250	\$500/\$1,500
Annual Maximum Wellness Credit Earned	\$225/\$450	\$225/\$450	\$225/\$450
Coinsurance Maximum (Single/Family)	\$5,000/\$9,450	\$3,500/\$7,000	\$2,500/\$5,000
Out-of-pocket Max (Single/Family)	\$6,250/\$13,200	\$4,250/\$9,250	\$3,000/\$6,500
In-patient	70%	80%	90%
Office Visit Co-pay (PCP/Specialist)	\$35/\$45	\$30/\$40	\$25/\$35
Coinsurance Maximum	70%	80%	90%
Emergency Room	\$150 Co-pay, then 70%	\$150 Co-pay, then 80%	\$150 Co-pay, then 90%
Wellness	100%	100%	100%
<b>Prescriptions</b>			
Retail	\$10/\$40/\$60	\$10/\$30/\$50	\$10/\$30/\$50
Mail	\$20/\$100/\$150	\$25/\$75/\$125	\$25/\$75/\$125
<b>Medical Cost Bi-Weekly</b>			
Employee Only	\$6.92	\$16.85	\$32.07
Employee and Spouse	\$35.99	\$87.60	\$124.13
Employee and Child	\$17.30	\$42.11	\$64.95
Family	\$52.59	\$128.02	\$176.74
<b>Dental Cost Bi-Weekly</b>			
Employee Only	\$3.00	\$3.00	\$3.00
Employee and Spouse	\$5.05	\$5.05	\$5.05
Employee and Child	\$5.93	\$5.93	\$5.93
Family	\$10.31	\$10.31	\$10.31
<b>Vision Cost Bi-Weekly</b>			
Employee Only	\$3.02	\$3.02	\$3.02
Employee and Spouse	\$4.95	\$4.95	\$4.95
Employee and Child	\$5.23	\$5.23	\$5.23
Family	\$9.90	\$9.90	\$9.90

## Charleston County's Insurance Premiums



	2014 Employee deduction period cost	2015 Employee deduction period cost (reflected on Jan 2, 2015 paycheck)	Difference in cost from 2014 to 2015 per deduction period
<b>BC/BS SAVINGS PLAN</b>			
SINGLE	\$4.89	\$4.97	\$0.08
EMP/SPOUSE	\$39.05	\$39.63	\$0.58
EMP/CHILD	\$10.33	\$10.49	\$0.16
EMP/FAMILY	\$57.01	\$57.86	\$0.85
<b>BC/BS STANDARD</b>			
SINGLE	\$49.28	\$50.01	\$0.73
EMP/SPOUSE	\$127.82	\$129.72	\$1.90
EMP/CHILD	\$72.58	\$73.66	\$1.08
EMP/FAMILY	\$154.66	\$156.96	\$2.30
<b>TRICARE SUPPLEMENT</b>			
SINGLE	\$31.25	\$31.25	\$0.00
EMP/SPOUSE	\$60.75	\$60.75	\$0.00
EMP/CHILD	\$60.75	\$60.75	\$0.00
EMP/FAMILY	\$81.25	\$81.25	\$0.00
<b>DEPENDENT LIFE INSURANCE</b>			
Child	\$0.62	\$0.62	\$0.00
Spouse (refer to chart in insurance benefits guide for premiums)			
<b>DENTAL</b>			
SINGLE	\$0.00	\$0.00	\$0.00
EMP/SPOUSE	\$3.82	\$3.82	\$0.00
EMP/CHILD	\$6.86	\$6.86	\$0.00
EMP/FAMILY	\$10.67	\$10.67	\$0.00
<b>DENTAL PLUS</b>			
SINGLE	\$12.29	\$12.29	\$0.00
EMP/SPOUSE	\$24.83	\$24.83	\$0.00
EMP/CHILD	\$28.63	\$28.63	\$0.00
EMP/FAMILY	\$37.11	\$37.11	\$0.00
<b>VISION</b>			
SINGLE	\$3.97	\$3.50	-\$0.47
EMP/SPOUSE	\$7.94	\$7.00	-\$0.94
EMP/CHILD	\$8.43	\$7.49	-\$0.94
EMP/FAMILY	\$12.41	\$10.99	-\$1.42
<b>SMOKING SURCHARGE</b>			
SINGLE COVERAGE	\$20.00	\$20.00	\$0.00
NON-SINGLE COVERAGE	\$30.00	\$30.00	\$0.00

REVISED 09/22/2014

## Richland County's Insurance Premiums

### Employee Contributions

Medical Rates – Cigna October 1, 2014 – September 30, 2015*			
Health Insurance Option 1: PPO	Monthly Rate Employee Cost	Monthly Rate Employer Cost	Total Monthly Premium
Employee Only	\$50.00*	\$486.37	\$536.37
Employee / Child(ren)	\$249.69*	\$608.50	\$858.19
Employee / Spouse	\$459.32*	\$733.04	\$1192.36
Employee / Family	\$614.03*	\$823.34	\$1437.37

\*Note: Premiums include employee's contribution for health insurance without wellness incentives. If you do not complete all goals of the Wellness Incentive Program by the specified deadline, your monthly portion of the healthcare premium is noted above. If you do complete the goals by the deadline, then the monthly rate of the employee portion will decrease by \$50 each month, or \$25 a pay period.

Dental Rates – Delta Dental of Missouri October 1, 2014 – September 30, 2015*			
Dental Insurance	Monthly Rate Employee Cost	Monthly Rate County Cost	Total Monthly Premium
Employee Only	\$ 0.00	\$26.96	\$26.96
Employee / Child(ren)	\$32.00	\$26.96	\$58.96
Employee / Spouse	\$30.87	\$26.96	\$57.83
Employee / Family	\$46.83	\$26.96	\$73.79

Dependent Life Insurance Rates – Cigna October 1, 2014 – September 30, 2015*			
Life Insurance	Monthly Rate Employee Cost	Monthly Rate County Cost	Total Monthly Premium
\$5,000 Spouse / \$5,000 Child(ren)	\$1.00	\$0	100% Employee Paid
\$10,000 Spouse / \$10,000 Child(ren)	\$2.00	\$0	100% Employee Paid

\*Please note, payroll deductions will begin September 12, 2014. Plan year effective date is October 1, 2014. If you have any questions, please email Human Resources at [openenrollment@rcgov.us](mailto:openenrollment@rcgov.us).



**State of South Carolina's Insurance Premiums**

**2015 Monthly Insurance Premiums for Active Subscribers**

<b>EMPLOYER</b>				
	<b>Health</b>	<b>Dental</b>	<b>Life</b>	<b>LTD</b>
<b>Subscriber Only</b>	344.58	11.72	.34	3.22
<b>Subscriber/Spouse</b>	682.54	11.72	.34	3.22
<b>Subscriber/Child</b>	528.88	11.72	.34	3.22
<b>Full Family</b>	854.58	11.72	.34	3.22

<b>HEALTH EMPLOYEE</b>			
	<b>Savings</b>	<b>Standard</b>	<b>Tricare</b>
<b>Subscriber Only</b>	9.70	97.68	62.50
<b>Subscriber/Spouse</b>	77.40	253.36	121.50
<b>Subscriber/Child</b>	20.48	143.86	121.50
<b>Full Family</b>	113.00	306.56	162.50

<b>TOBACCO SURCHARGE</b>	
<b>Single Coverage</b>	40.00
<b>Non-Single Coverage</b>	60.00

<b>DENTAL EMPLOYEE</b>		
	<b>Basic</b>	<b>Plus</b>
<b>Subscriber Only</b>	0.00	24.58
<b>Subscriber/Spouse</b>	7.64	49.66
<b>Subscriber/Child</b>	13.72	57.26
<b>Full Family</b>	21.34	74.22

<b>VISION</b>	
<b>Subscriber Only</b>	7.00
<b>Subscriber/Spouse</b>	14.00
<b>Subscriber/Child</b>	14.98
<b>Full Family</b>	21.98

<b>DEPENDENT LIFE</b>	
<b>15,000</b>	1.24

<b>SUPPLEMENTAL LTD</b>		
<b>AGE</b>	<b>90 DAY</b>	<b>180 DAY</b>
<b>&lt; 31</b>	0.00063	0.00050
<b>31 – 40</b>	0.00088	0.00067
<b>41 – 50</b>	0.00175	0.00133
<b>51 – 60</b>	0.00352	0.00270
<b>61 – 65</b>	0.00423	0.00325
<b>&gt; 65</b>	0.00517	0.00397

<b>STEPS TO CALCULATE SLTD MONTHLY PREMIUM</b>
1. Always select floating decimal (F) on your calculator.
2. Divide gross annual salary by 12 to determine monthly salary.
3. Multiply monthly salary by rate factor from table.
4. Drop digits to right of 2 decimal places; do not round.
5. If number is even, this is the monthly premium.
6. If number is odd, add .01, this is the monthly premium.

## Greenville County's Insurance Premiums

### SUMMARY OF MEDICAL PLAN BENEFITS FOR 2014 BENEFIT YEAR

ITEM	<b>PREMIUM PLAN</b> (Preferred Blue network) In Network/Out of Network (90%/75%)	<b>PLUS PLAN</b> (Preferred Blue network) In Network/Out of Network (85%/60%)	<b>STANDARD PLAN</b> (Preferred Blue network) In Network/Out of Network_(80%/50%)
<b>Annual Deductible</b> Individual Family	None/ \$250 None /\$500	\$100/ \$350 \$200/ \$700	\$250/ \$500 \$500/ \$1000
<b>Annual Out of Pocket Limit</b> Individual Family	\$1000/ \$3000 \$2000/ \$5000	\$1500/ \$4000 \$3000/ \$8000	\$2000/ \$4500 \$4000/ \$8500
<b>Physician Office Services</b> Primary Care Specialist	\$15 co-pay then 100%/ 75% \$20 co-pay then 100%/ 75%	\$20 co-pay then 100%/ 60% \$30 co-pay then 100%/ 60%	80%/ 50% 80%/ 50%
<b>Hospital Service</b> Physician In-Patient Out-Patient	90% / 75% 90% / 75% (after \$250 co-pay Out-of-Network) 90% / 75%	85% / 60% 85% / 60% (after \$250 co-pay Out-of-Network) 85% / 60%	80% / 50% 80% / 50% (after \$250 co-pay Out-of-Network) 80% / 50%
<b>Out-Patient Surgery</b>	90% / 75%	85% / 60%	80% / 50%
<b>Emergency Room</b>	90%/ 75%	85%/ 60%	80% / 50%
<b>Urgent Care Center</b>	\$35 co-pay then 100% / \$75 co-pay then 75%	\$35 co-pay then 100% / \$75 co-pay then 60%	80% / 50%
<b>Vision</b> Using the Vision CARE Network (*Dependents age 12 and younger may receive a basic eye exam once every 12 months in the Vision CARE Network)	<ul style="list-style-type: none"> <li>▪ Free Basic eye exam – biennially (24 months)</li> <li>▪ Hardware credit biennially in the Vi-Care Network. (Frames - \$150; lens - \$150 OR contact lens \$300 credit)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Free Basic eye exam - biennially (24 months)</li> <li>▪ Hardware credit biennially in the Vi-Care Network. (Frames - \$150; lens - \$150 OR contact lens \$300 credit)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Free Basic eye exam - biennially (24 months)</li> <li>▪ Hardware credit biennially in the Vi-Care Network. (Frames - \$150; lens - \$150 OR contact lens \$300 credit)</li> </ul>
<b>Ambulance</b>	90%	85%	80%
<b>Smoking Cessation</b> (\$500 life time max)	100%	100%	100%
<b>Medical Supplies</b>	90% / 75%	85% / 60%	80% / 50%
<b>Allergy Services</b> Primary Care Specialist	\$15 co-pay then 90%/ 75% \$20 co-pay then 90%/ 75%	\$20 co-pay then 85% / 60% \$30 co-pay then 85% / 60% <b>Serum not covered</b>	80% / 50% <b>Serum not covered</b>
<b>Chiropractic</b> \$1000 Annual Limit	90%/ 75%	85%/ 60%	80%/ 50%
<b>Contraceptives</b>	Yes	Oral contraceptives	Oral contraceptives
<b>Durable Medical Equipment</b> (Pre-authorization required if over \$100)	90%/ 75%	85%/ 60%	80%/ 50%

Skilled Nursing Facility (Limited to 120 days per benefit year)	90%/ 75%	85%/ 60%	80%/ 50%
<b>Wellness Program</b>  (in Network Only)  Annual Physical and child well care not to exceed \$400 annually.  In addition to the \$400 benefit, the following screenings will be paid at 100%:  Beginning at age 40 -  ▪ one yearly mammogram  Beginning at age 50:  ▪ one sigmoidoscopy every 5 years ▪ one colonoscopy every 10 years. ▪ one double contrast barium enema every 5 years. ▪ one PSA test and digital rectal examination annually.  The above screenings will be processed as out-patient hospital services when medically necessary at any age.	<b>PREMIUM PLAN</b>  \$10 co-pay then 100%/ 75% \$400 cap does not include Mammogram, colonoscopy, refer to notes under "Wellness Program".	<b>PLUS PLAN</b>  \$20 co-pay, 100%/ 60% \$400 cap does not include Mammogram, colonoscopy, refer to notes under "Wellness Program".	<b>STANDARD PLAN</b>  \$25 co-pay, 100%/ 50% \$400 cap does not include Mammogram, colonoscopy, refer to notes under "Wellness Program".
In-Patient Mental Health/Substance Abuse	90%/ 75% (after \$250 co-pay Out-of-Network)	85%/ 60% (after \$250 co-pay Out-of-Network)	80%/ 50% (after \$250 co-pay Out-of-Network)
Out-Patient Mental Health/Substance Abuse	\$20 co-pay individual session then 100% / 75%	\$30 co-pay then 100% / 60%	
Weight Loss  (For Obesity – limited to \$500 life time max)	100%	100%	N/A

	<b><u>PREMIUM PLAN</u></b>	<b><u>PLUS PLAN</u></b>	<b><u>STANDARD PLAN</u></b>
<b>Prescription Drugs Retail</b> (up to 30 day supply)			
Specified Generic List	\$4 **	\$4 **	\$4 **
Other Generics	\$8 co-pay	\$10 co-pay	\$12 co-pay
Preferred Brand	\$20 co-pay	\$30 co-pay	\$40 co-pay
Non-preferred Brand	\$35 co-pay	\$45 co-pay	\$55 co-pay
<b>Mail Order</b> (3 months supply)			
Generic	\$16 co-pay	\$20 co-pay	\$24 co-pay
Preferred Brand	\$40 co-pay	\$60 co-pay	\$80 co-pay
Non-preferred Brand	\$70 co-pay	\$90 co-pay	\$110 co-pay
<b><u>Monthly Employee Rates</u></b>			
<b>Employee Only</b>	\$124.00	\$50.00	\$0 *\$50.00 FSA Account Credit Employee receives \$600 per benefit year max. (12 months)
<b>Employee/Spouse</b>	\$330.00	\$183.70	\$142.00
<b>Employee/Children</b>	\$228.80	\$136.40	\$105.00
<b>Employee/Full Family</b>	\$530.20	\$290.40	\$230.00
<p>*All out-of-network benefits are paid at the usual and customary rate (UCR). This summary of benefits is for illustrative purposes only. For a comprehensive listing of medical plan benefits, refer to the <b>Medical and Dental Plan Document</b>.</p> <p>The deductible must be met before benefits are paid except where co-pays apply.</p> <p>** \$4 Specified Generics are not available via Mail Order. Retail Pharmacy Outlets only. See \$4.00 Specified Generic Drug List for details available on the County's Intranet (Drug List – Specified Generics). This list will be modified by Human Resources as needed.</p>			

**\*\*\* Reminder: Save money and use generic drugs when possible. We do have a Mandatory Generic Drug Policy, as follows:**

**Mandatory Generic Policy:**

Under the mandatory generic policy, if you request a Brand Name Drug when a Generic Drug is available and can be substituted, you will be responsible for the generic Co-payment plus any difference in cost between the generic and the Brand Name Drug.

- The cost difference will be applied even if the physician indicates "Dispense as Written" on the prescription.

**Prescription Policy:**

- \$4.00 specified generics are available only at Retail Pharmacies. They are not available via Mail Order.
- Prescriptions that cost more than \$250 per month will have to be filled at a Retail Pharmacy on a monthly basis and will not be available via mail order.



York County's Insurance Premiums

# Health, Dental, Vision Premiums

## 2015 Active Employee Monthly Premiums<sup>1</sup>

Tobacco users will pay a \$40- or \$60-per-month surcharge *in addition to* health premiums

	Savings	Standard	TRICARE Supp <sup>2</sup>	Dental	Dental Plus <sup>3</sup>	Vision
Employee	\$ 9.70	\$ 97.68	\$ 62.50	\$ 0.00	\$24.58	\$ 7.00
Employee/spouse	\$ 77.40	\$253.36	\$121.50	\$ 7.64	\$49.66	\$14.00
Employee/children	\$ 20.48	\$143.86	\$121.50	\$13.72	\$57.26	\$14.98
Full family	\$113.00	\$306.56	\$162.50	\$21.34	\$74.22	\$21.98

<sup>1</sup>Rates for employees of local subdivisions may vary. To verify your rates, contact your benefits office.

<sup>2</sup>The tobacco-use surcharge does not apply to TRICARE Supplement subscribers.

<sup>3</sup>If you enroll in Dental Plus, you must also be enrolled in the State Dental Plan. You pay the combined premiums for the plans.

## 2015 Monthly Employer Contributions<sup>1</sup>

	Health	Dental	Life	LTD
Employee	\$344.58	\$ 11.72	TBD	\$3.22
Employee/spouse	\$682.54	\$ 11.72	TBD	\$3.22
Employee/children	\$528.88	\$ 11.72	TBD	\$3.22
Full family	\$854.58	\$ 11.72	TBD	\$3.22

<sup>1</sup>Rates for employers of local subdivisions may vary. To check these rates, contact your benefits office.

Lexington County's Insurance Premiums

## Comparison of Health Plans

Plan	GOLD		SILVER		BRONZE	
<b>ANNUAL DEDUCTIBLE</b> Individual Family	<u>In-network</u> \$800 \$1,600	<u>Out-of-network</u> \$1,600 \$4,800	<u>In-network</u> \$1,000 \$2,000	<u>Out-of-network</u> \$2,000 \$6,000	<u>In-network</u> \$3,000 \$6,000	<u>Out-of-network</u> N/A
<b>PER-OCCURENCE DEDUCTIBLE</b> Emergency Care	\$250, waived if admitted or accident		\$250, waived if admitted or accident		\$0	
<b>PER-ADMISSION DEDUCTIBLE</b> Inpatient Hospital Expense	Plan pays 80% after the deductible.	Plan pays 60% after the deductible.	Plan pays 70% after the deductible.	Plan pays 60% after the deductible.		
<b>COINSURANCE</b> Participant Plan	<u>In-network</u> 20% 80%	<u>Out-of-network</u> 40% 60%	<u>In-network</u> 30% 70%	<u>Out-of-network</u> 40% 60%	<u>In-network</u> 20% 80%	<u>Out-of-network</u> 40% 60%
<b>COINSURANCE MAXIMUM</b> Individual Family	<u>In-network</u> \$2,500 \$5,000	<u>Out-of-network</u> \$5,000 \$15,000	<u>In-network</u> \$2,500 \$5,000	<u>Out-of-network</u> \$5,000 \$15,000	<u>In-network</u> \$3,000 \$6,000	<u>Out-of-network</u> \$6,000 \$18,000
<b>OUT-OF-POCKET MAXIMUM</b> Individual Family	<u>In-network</u> \$3,300 \$6,600	<u>Out-of-network</u> \$6,600 \$19,800	<u>In-network</u> \$3,500 \$7,000	<u>Out-of-network</u> \$7,000 \$21,000	<u>In-network</u> \$6,000 \$12,000	<u>Out-of-network</u> \$9,000 \$24,000
<b>Note: Deductibles and co-insurance will apply toward out-of-pocket maximum.</b>						
<b>PREVENTATIVE CARE SERVICES</b>						
Mammogram (age 40 and above)	Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.	
Mammogram (under age 40)	80%		70%		80%	
Pap Smear Exam	Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.	
Routine Physical Exam (Includes Lab/x-ray/pathology)	Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.	
<i>Note:</i>	<i>One Diagnostic Physical Exam per year is covered at 100%, up to \$250.</i>		<i>One Diagnostic Physical Exam per year is covered at 100%, up to \$200.</i>		<i>One Diagnostic Physical Exam per year is covered at 100%, up to \$250.</i>	
Women's Preventative Care	Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.		Deductible is waived. Plan pays 100%.	
<b>OTHER HEALTH SERVICES</b>						
Physicians Office Visits	80%		70%		80%	
Surgery, Outpatient or Office	Plan pays 1st \$500 of claim. Deductible is waived. Plan pays 80%.		Deductible is waived. Plan pays 70%.		80%	
Inpatient Physician/ Surgeon Benefit	80%		70%		80%	
Inpatient Mental & Nervous	Deductible is waived. Plan pays 80%.		Deductible is waived. Plan pays 70%.		80%	
Outpatient Mental & Nervous	80%		70%		80%	
Clinical Trials	80%		70%		80%	
Tobacco Cessation	One time payment of up to \$500		One time payment of up to \$500		One time payment of up to \$500	
Chiropractic Care	50%		50%		50%	
<b>EMERGENCY ROOM</b>						
Emergency	80%, \$250 per-occurrence deductible		70%, \$250 per-occurrence deductible		80%	
Non-Emergency	<u>In-network</u> Benefits reduced by 50%, then payable at 80%	<u>Out-of-network</u> Benefits reduced by 50%, then payable at 60%	<u>In-network</u> Benefits reduced by 50%, then payable at 70%	<u>Out-of-network</u> Benefits reduced by 50%, then payable at 60%	<u>In-network</u> Benefits reduced by 50%, then payable at 80%	<u>Out-of-network</u> Benefits reduced by 50%, then payable at 80%

Item# 613

### Medical Insurance - PAI

Coverage Tier	GOLD		SILVER		BRONZE	
	Per Month	Per Check	Per Month	Per Check	Per Month	Per Check
Employee Only	\$177.00	\$88.50	\$130.00	\$65.00	\$70.00	\$35.00
Employee + Spouse	\$484.00	\$242.00	\$389.00	\$194.50	\$271.00	\$135.50
Employee + 1 Dependent	\$261.00	\$130.50	\$200.00	\$100.00	\$124.00	\$62.00
Employee + 2 Dependents	\$346.00	\$173.00	\$271.00	\$135.50	\$177.00	\$88.50
Employee + 3 Dependents	\$430.00	\$215.00	\$341.00	\$170.50	\$230.00	\$115.00
Employee + 4 (or more) Dependents	\$515.00	\$257.50	\$412.00	\$206.00	\$283.00	\$141.50
Employee + Spouse + 1 Dependent	\$568.00	\$284.00	\$459.00	\$229.50	\$324.00	\$162.00
Employee + Spouse + 2 Dependents	\$652.00	\$326.00	\$530.00	\$265.00	\$377.00	\$188.50
Employee + Spouse + 3 Dependents	\$737.00	\$368.50	\$600.00	\$300.00	\$430.00	\$215.00
Employee + Spouse + 4 (or more) Dependents	\$821.00	\$410.50	\$671.00	\$335.50	\$483.00	\$241.50

### Dental Insurance - Delta Dental

Coverage Tier	Per Check	Per Month
Employee Only	\$3.11	\$6.22
Employee + Spouse	\$9.28	\$18.56
Employee + 1 Dependent	\$8.52	\$17.04
Employee + 2 Dependents	\$13.93	\$27.86
Employee + 3 Dependents	\$19.35	\$38.70
Employee + 4 (or more) Dependents	\$27.81	\$55.62
Employee + Spouse + 1 Dependent	\$14.69	\$29.38
Employee + Spouse + 2 Dependents	\$20.11	\$40.22
Employee + Spouse + 3 Dependents	\$25.52	\$51.04
Employee + Spouse + 4 (or more) Dependents	\$30.93	\$61.86

### Vision Insurance - Physicians Eyecare Plan

Coverage Tier	Per Check	Per Month
Employee Only	\$3.75	\$7.50
Employee + Spouse	\$7.60	\$15.20
Employee + Child(ren)	\$7.75	\$15.50
Employee + Family	\$11.80	\$23.60

### Dependent Life - OneAmerica

	Amount	Per Month
Spouse + Child (15 days - 19 years (26 if fulltime student))	\$10,000 each	\$1.00
<i>Children less than 15 days old - \$500 coverage</i>		

## Richland County Council Request of Action

**Subject:** Employee Benefits Package Comparison

**A. Purpose**

Staff has provided the requested information regarding the employee benefits provided by the State of South Carolina and the County. Staff is submitting this information to Council for review. As it pertains to the information provided in this Request of Action, Staff is requesting direction as to how Council would like to proceed at this time.

**B. Background / Discussion**

At the October 7, 2014 Council meeting, Mr. Jackson brought forth the following motion:

“Review and compare the County employees benefit package to the State's to improve benefits, so as to attract and retain more quality employees. (i.e. longevity rewards and appreciation)”

The table below provides a comparison of the benefits provided by the County versus the benefits provided by the State of South Carolina.

Advanced Sick Leave	
County	State
The County provides the opportunity for Regular full-time employees (FTE) with a serious medical condition who have used all of their accrued sick and annual leave the opportunity to borrow sick leave. The maximum amount of allowable sick leave that can be advanced is 24 work days.	Advanced sick leave may be provided upon extenuating circumstances, Human Resources may advance up to fifteen days of additional sick leave upon concurrence from the Office/Division.
Military Leave	
County	State
An employee of Richland County who is required to be absent for military duty will be granted leave and reemployment rights as required by all applicable state and federal laws.	All officers and employees of this State or a political subdivision of this State who are either enlisted or commissioned members of the South Carolina National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve are entitled to leaves of absence from their respective duties without loss of pay, time, or efficiency rating.
Jury Duty	
County	State
Employees who work in Regular, full-time positions are entitled to a paid leave of absence for their regular rate of pay on all work days during which he/she is required to appear in any court to serve as a juror.	Any employee in a full-time equivalent who is summoned as a member of a jury panel shall be granted court leave with pay, and any jury fees and travel payment shall be retained by the employee.
Bereavement Leave	
County	State



An employee will be paid for time actually lost from straight time scheduled work up to 3 days of funeral leave due to attendance at the funeral of a member of his immediate family.	Paid leave for up to three consecutive workdays may be granted for a regular employee for the death of any member of the employee's immediate family.
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**Family and Medical Leave Act (FMLA)**

<b>County</b>	<b>State</b>
Employees who meet the length of service and hours worked requirement have rights under the Family and Medical Leave Act.	Any employee of the State who meets the length of service/hours requirements may request leave under the Family and Medical Leave Act.

**Catastrophic Leave**

<b>County</b>	<b>State</b>
The Catastrophic Leave Program is a voluntary program that allows eligible employees to donate a portion of their accrued annual leave and sick leave to assist other eligible employees who are experiencing a catastrophic illness and/or injury.	The State's Leave Transfer Program consists of annual and sick leave donations made by State employees for use by other employees who qualify as recipients and are approved.

**Group Insurance**

<b>County</b>	<b>State</b>
The County currently pays the premium cost for group health, dental and life insurance for each Regular full-time employee. A breakdown of the monthly premiums is attached.	Department employees may take advantage of insurance benefits offered by the SC Office of Insurance Services. Employees may choose between three different plans. A breakdown of the monthly premiums for each plan is attached.

**Unemployment Insurance**

<b>County</b>	<b>State</b>
The County participates in the SC unemployment insurance program through the SC Department of Employment and Workforce which assists employees who are out of work through no fault of their own.	All employees are covered under the SC unemployment insurance program which is administered through the SC Department of Employment and Workforce. The program pays claims for persons who are out of work through no fault of their own.

**Supplemental Insurance**

<b>County</b>	<b>State</b>
County employees have the option of purchasing Short Term Disability and/or Long-Term Disability coverage that pays an employee a benefit for each week that the employee is unable to work because of a covered sickness or injury.	Employees are able to purchase supplemental insurance. However, employees covered by the State Health Plan or an HMO automatically have long-term disability insurance administered by the SC Retirement System.

**Employee Assistance Program**

<b>County</b>	<b>State</b>
The County provides an Employee Assistance Program (EAP) to motivate employees to seek professional help for personal problems before they affect job performance, to refer employees to qualified treatment resources, and to retain valued employees as a result of continued or restored job performance.	Through the SC Public Employee Benefit Authority (PEBA), employees have access to a variety of resources to assist with personal issues, including lifestyle change programs and wellness education.

**Longevity Performance Bonus Pay**

County	State
<p>All Regular, full-time employees are eligible for Longevity Bonus Pay after they have been employed in a Regular, full-time position with the County, for a continuous minimum period of five (5) complete years, as of July 1<sup>st</sup>.</p> <p>While the County doesn't provide "bonuses" per se, the County has, in the past, offered market rate pay adjustments, and in the case of FY 15, will offer a one-time 1.5% payment to applicable employees.</p>	<p>The Longevity Salary Increase Program was discontinued in 1986. Individuals awarded longevity increases prior to the discontinuance of the program will continue to receive such previously awarded increases until termination of employment with State government. However, all employees in full time equivalent positions are eligible to receive bonuses. Employees earning \$100,000 or more are not eligible to receive bonuses. Bonuses cannot exceed \$3,000 per employee in a fiscal year. Employees may receive more than one bonus in a fiscal year as long as the total amount of bonuses does not exceed \$3,000.</p>
Overtime Compensation	
County	State
<p>Non-exempt employees, with the exception of law enforcement personnel, receive overtime premiums at 1.5 times their regular rate for all hours worked in excess of 40. Law enforcement personnel receive overtime premiums after 85 hours in 14 days. Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the workweek. Such employees do not receive overtime pay or compensatory time off. However, the Department Head may, in his/her sole discretion, grant additional paid time off to exempt employees who have worked unusual amounts of time in excess of the normal schedule (not to exceed 7.5 hours per week), but no exempt employee has a right to such additional paid time off. There is no payment for compensatory time upon termination.</p>	<p>Overtime is all hours worked in excess of 40 in a seven (7) consecutive day work period. A non-exempt employee shall be paid no less than one and one-half (1 1/2) times his/her regular rate of pay for all hours worked over 40 in a workweek or granted compensatory time at a rate of one and one-half (1 1/2) hours for each hour of overtime worked. Non-exempt employees, who have a scheduled workweek of 37.5 hours, shall not receive additional compensation or compensatory time for hours worked between 37.5 and 40.0 hours per workweek. The requirements that overtime pay must be paid or compensatory time granted to nonexempt employees after 40 hours of work in a workweek shall not be waived by agreement between the supervisor and the employee.</p>
Rewards and Recognition	
County	State
<p>The different departments within the County implement recognition and award programs for County employees. The amount of funds that go towards purchasing awards for employees are regulated by State Law and cannot exceed \$50.</p>	<p>Each agency can develop recognition programs that meet its needs. Sections 8-1-180 and 8-11-180 of the South Carolina Code of Laws allow State agencies and institutions to spend public funds on employee recognition. There is a \$50 limit on the amount that can be spent on each employee per award. The 2013-2014 Appropriation Act, Section 117.16, provides authority to fund employee award programs.</p>
Observed Holidays	
County	State
<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr.</li> <li>3. President's Day</li> <li>4. Memorial Day</li> </ol>	<ol style="list-style-type: none"> <li>1. New Year's Day</li> <li>2. Martin Luther King, Jr. Day</li> <li>3. President's Day</li> <li>4. Confederate Memorial Day</li> </ol>

5. Independence Day 6. Labor Day 7. Veteran’s Day 8. Thanksgiving Holiday (includes day after Thanksgiving) 9. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)
<b>12 Total Holidays</b>

5. National Memorial Day 6. Independence Day 7. Labor Day 8. Veterans Day 9. Thanksgiving Day (includes day after Thanksgiving) 10. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)
<b>13 Total Holidays</b>

**Annual (Vacation) Leave Accrual Schedule**

**County**

Below is the Annual Leave Schedule for FTEs:

75 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.
0-10 years	75	10
11-20 years	112.5	15
21 or more years	150	20

85 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.
0-10 years	85	10
11-20 years	127.5	15
21 or more years	170	20

**State**

Below is the Annual Leave Schedule for FTEs:

37.5 and 40 Hr. Weekly Work Schedule	Days per Year
0-10 years	15
11 years	16.25
12 years	17.50
13 years	18.75
14 years	20.00
15 years	21.25
16 years	22.50
17 years	23.75
18 years	25.00
19 years	26.25
20 years	27.50
21 years	28.75
22 and over	30.00

Full-time employees earn one and one quarter (1 1/4) days of annual leave per month based on the average number of hours in the employee’s workday. In addition, employees with more than ten years of service shall earn an additional one and one quarter (1 1/4) days per year for each year of continuous State service in excess of ten years. The number of annual leave hours that may be earned in any one calendar year shall not exceed 30 days.

**Sick Leave Accrual Schedule**

**County**

**State**

Below is the Sick Leave Schedule for FTEs.

Work Schedule	Hours Accrued per Yr.	Days per Yr.
75 Hr. Work Schedule	90	12
85 Hr. Work Schedule	102	12

Below is the Sick Leave Schedule for FTEs

Work Schedule	Days per Year
37.5 and 40 Hr. work week	15

All employees in FTE positions shall earn sick leave beginning with the date of employment at the rate of one and one-fourth workdays per month of service or 15 days per year.

**Retirement**

**County**

The County's retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All Regular, full-time County employees must participate in the Retirement System as a condition of employment, unless participation is specifically excluded by legislation.

**State**

The State's retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All regular employees of the State are members of the South Carolina Retirement System. Deductions made from each paycheck are matched by the State.

**Workers' Compensation**

**County**

County employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the County. Employees must report immediately any on-the-job injury, regardless of severity, to his/her supervisor.

**State**

In the event of an accidental injury arising out of and in the course of employment with the State, workers are covered under Workers' Compensation.

**Teleworking**

**County**

Richland County recognizes the majority of County employees work at County offices and facilities during designated work hours, generally 8:30 a.m. – 5:00 p.m. Monday through Friday. However, there may be times when it is beneficial to the County and the employee to have other options. Richland County recognizes that teleworking may be an alternative work arrangement in certain circumstances and encourages supervisors to give employees' teleworking proposals consideration when mutually beneficial to the County and the employee. However, no employee is entitled to this alternative work arrangement or to the continuation of such arrangement.

**State**

Telecommuting is a flexible work arrangement that allows an employee to work from home or in the field with their home as the primary site. Telecommuting is a management option and not a universal employee benefit or right. It is the Agency's option to allow an employee to telecommute.

**COBRA (Consolidated Omnibus Budget Reconciliation Act)**

**County**

Employees covered by the County's group health, dental, and/or Section 125 health care flexible spending accounts have a right to choose continuation coverage of group health, dental, and Section 125 plans, if coverage is lost because of a reduction in hours of employment or separation from employment (for reasons other than gross

**State**

Employees have the right to extend their group health and/or dental coverage for employees and dependents who would otherwise lose the coverage due to a qualifying event.

misconduct on the employee's part).	
<b>Section 125 (aka Flexible Benefits Plan)</b>	
<b>County</b>	<b>State</b>
The County currently provides Section 125 plans to employees in Regular, full-time positions in order to allow eligible employees to pay for certain benefits pre-tax. The terms of such plans are governed by the respective plan documents and federal law not by the County. The County is not responsible for changes to benefits and may discontinue any or all plans at any time.	Employees may participate in the State's flexible benefits program, MoneyPlu\$. The program uses pre-tax dollars to pay for the state's insurance premiums, dependent care and non-covered medical expenses.
<b>Deferred Compensation (aka 401k)</b>	
<b>County</b>	<b>State</b>
The County provides a voluntary pre-tax retirement program administered by the State of South Carolina Deferred Compensation Office which is designed to enable employees to supplement their retirement financially by using a tax-deferred program as provided by law.	The South Carolina Deferred Compensation Program (SCDCP) offers 401(k) and 457 savings plans, both of which have a Roth option.
<b>Training and Development</b>	
<b>County</b>	<b>State</b>
The County provides training and development opportunities to develop, augment, and encourage continuous improvement of skills for current positions and/or the potential for possible future positions. The County also has a Tuition Assistance Plan to take advantage of educational opportunities that will help them in professional development and help position them to take advantage of promotional opportunities with the County.	The State provides certification and training programs. Also, the State provides tuition assistance. The State's Tuition Assistance Program provides employees the opportunity to further their education to develop a workforce that can better meet the needs of the Agency in accomplishing its mission.
<b>Life Insurance</b>	
<b>County</b>	<b>State</b>
The County provides \$50,000 in life insurance for each employee free of charge, along with a life benefit paid by the County in the amount of the employee's salary after one year of employment and being enrolled in the Public Employee Benefit Authority (PEBA). Additionally, the County offers an option for supplemental life insurance, up to \$300,000, which is paid by the employee.	Employees covered by the State Health Plan or an HMO automatically have \$3,000 of life insurance administered by the S.C. Retirement System.

**C. Legislative / Chronological History**

There is no legislative or chronological history other than the stated motion.

**D. Financial Impact**

There is no financial impact to the County with this request. However, if Council chooses to match some of these benefits to that of the State (i.e., adding an additional holiday; increasing sick / vacation accruals), there will be a financial impact. Council is requested to provide direction to staff so that staff can generate the financial impact of each proposed revision.

**E. Alternatives**

At this time, Staff is requesting direction regarding the information provided in this Request of Action.

**F. Recommendation**

This recommendation was made by Mr. Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 10/7/14

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 10/15/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation supports Council accepting information and providing staff direction as requested.

**Human Resources**

Reviewed by: Dwight Hanna

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The Director has received the most comments from employees about two benefits. One common comment or suggestion relates to earning three weeks of annual leave after five years of employment with Richland County. The other benefit the Director has had the most feedback on is a County funded disability benefit. While not stated as a disability benefit, currently the County’s Advanced Sick Leave and the Leave Pool combine to work very much like a disability benefit.

In addition to the State of SC, RCG employees frequently use the City of Columbia and Lexington County as benchmarks for comparison.

Human Resources thinks it is important to consider a comprehensive view of benefits commonly referred to as total compensation (benefits, compensation, and work life balance) when benchmarking benefits. There can be a value in employers developing a benefits or total compensation strategy (i.e. lead, match, or lag) when benchmarking benefits. Because by developing a strategy that establishes an agreed upon clear guiding goal for staff.

**Legal**Reviewed by: Elizabeth McLean

Date: 10/23/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**Reviewed by: Roxanne Ancheta

Date: October 24, 2014

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: At this time, Staff is requesting direction regarding the information provided in this Request of Action. As noted, the County offers a wide range of benefits to its employees.

The four areas where the County and State appear to predominantly differ are in the areas of accrued leave, holidays, health insurance, and life insurance. State employees accrue leave at a higher rate than County employees; State employees have one additional holiday than County employees; County employees (employee only) pay \$0 for health insurance (assuming they meet the wellness criteria), while State employees must pay a premium, regardless; and County employees receive a \$50,000 life insurance benefit free of charge, while State employees receive \$3,000 free of charge.

Please note that any enrichment to the currently provided benefits *will* have a financial impact.

Also, as the Human Resources Director pointed out, it may be best to have a comprehensive review of the County's benefits, versus comparing the County to one entity.

## Richland County – Monthly Insurance Premiums for Active Subscribers

### Employee Contributions

Medical Rates – Cigna October 1, 2014 – September 30, 2015*			
Health Insurance Option 1: PPO	Monthly Rate Employee Cost	Monthly Rate Employer Cost	Total Monthly Premium
Employee Only	\$50.00*	\$486.37	\$536.37
Employee / Child(ren)	\$249.69*	\$608.50	\$858.19
Employee / Spouse	\$459.32*	\$733.04	\$1192.36
Employee / Family	\$614.03*	\$823.34	\$1437.37

\*Note: Premiums include employee's contribution for health insurance without wellness incentives. If you do not complete all goals of the Wellness Incentive Program by the specified deadline, your monthly portion of the healthcare premium is noted above. If you do complete the goals by the deadline, then the monthly rate of the employee portion will decrease by \$50 each month, or \$25 a pay period.

Dental Rates – Delta Dental of Missouri October 1, 2014 – September 30, 2015*			
Dental Insurance	Monthly Rate Employee Cost	Monthly Rate County Cost	Total Monthly Premium
Employee Only	\$ 0.00	\$26.96	\$26.96
Employee / Child(ren)	\$32.00	\$26.96	\$58.96
Employee / Spouse	\$30.87	\$26.96	\$57.83
Employee / Family	\$46.83	\$26.96	\$73.79

Dependent Life Insurance Rates – Cigna October 1, 2014 – September 30, 2015*			
Life Insurance	Monthly Rate Employee Cost	Monthly Rate County Cost	Total Monthly Premium
\$5,000 Spouse / \$5,000 Child(ren)	\$1.00	\$0	100% Employee Paid
\$10,000 Spouse / \$10,000 Child(ren)	\$2.00	\$0	100% Employee Paid

\*Please note, payroll deductions will begin September 12, 2014. Plan year effective date is October 1, 2014. If you have any questions, please email Human Resources at [openenrollment@rcgov.us](mailto:openenrollment@rcgov.us).



**State of South Carolina – Monthly Insurance Premiums for Active Subscribers**

**2015 Monthly Insurance Premiums for Active Subscribers**

<b>EMPLOYER</b>				
	<b>Health</b>	<b>Dental</b>	<b>Life</b>	<b>LTD</b>
<b>Subscriber Only</b>	344.58	11.72	.34	3.22
<b>Subscriber/Spouse</b>	682.54	11.72	.34	3.22
<b>Subscriber/Child</b>	528.88	11.72	.34	3.22
<b>Full Family</b>	854.58	11.72	.34	3.22

<b>HEALTH EMPLOYEE</b>			
	<b>Savings</b>	<b>Standard</b>	<b>Tricare</b>
<b>Subscriber Only</b>	9.70	97.68	62.50
<b>Subscriber/Spouse</b>	77.40	253.36	121.50
<b>Subscriber/Child</b>	20.48	143.86	121.50
<b>Full Family</b>	113.00	306.56	162.50

<b>TOBACCO SURCHARGE</b>	
<b>Single Coverage</b>	40.00
<b>Non-Single Coverage</b>	60.00

<b>DENTAL EMPLOYEE</b>		
	<b>Basic</b>	<b>Plus</b>
<b>Subscriber Only</b>	0.00	24.58
<b>Subscriber/Spouse</b>	7.64	49.66
<b>Subscriber/Child</b>	13.72	57.26
<b>Full Family</b>	21.34	74.22

<b>VISION</b>	
<b>Subscriber Only</b>	7.00
<b>Subscriber/Spouse</b>	14.00
<b>Subscriber/Child</b>	14.98
<b>Full Family</b>	21.98

<b>DEPENDENT LIFE</b>	
<b>15,000</b>	1.24

<b>SUPPLEMENTAL LTD</b>		
<b>AGE</b>	<b>90 DAY</b>	<b>180 DAY</b>
<b>&lt; 31</b>	0.00063	0.00050
<b>31 – 40</b>	0.00088	0.00067
<b>41 – 50</b>	0.00175	0.00133
<b>51 – 60</b>	0.00352	0.00270
<b>61 – 65</b>	0.00423	0.00325
<b>&gt; 65</b>	0.00517	0.00397

- | <b>STEPS TO CALCULATE SLTD MONTHLY PREMIUM</b>                   |
|--|
| 1. Always select floating decimal (F) on your calculator.        |
| 2. Divide gross annual salary by 12 to determine monthly salary. |
| 3. Multiply monthly salary by rate factor from table.            |
| 4. Drop digits to right of 2 decimal places; do not round.       |
| 5. If number is even, this is the monthly premium.               |
| 6. If number is odd, add .01, this is the monthly premium.       |

# Richland County Council Request of Action

**Subject**

Renewal of Operating Agreement between Richland County and Columbia Rowing Club [**PAGES 134 - 151**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Renewal of Operating Agreement between Richland County and Columbia Rowing Club

### **A. Purpose**

County Council is requested to renew the Operating Agreement between Richland County and the Columbia Rowing Club for the Richland County Rowing Center.

### **B. Background / Discussion**

In 1999, the Richland County Legislative Delegation authorized the SC Department of Natural Resources to provide \$25,000 from the Richland County Water Recreation Funds for the dock at the Broad River Rowing Center. The Rowing Center sits on 27 acres owned by Richland County. (Please see attached maps.)

Since 1999, the Columbia Rowing Club, a 501(c)3 charitable organization, has been operating at the Richland County Rowing Center (which resides on 27 acres of County-owned property) to provide the opportunity and facilities for rowing to the public. Background information on the purpose of the Columbia Rowing Club, including the activities and services they provide, are attached for your convenience.

Richland County and the Columbia Rowing Club entered into a formal Operating Agreement on April 21, 2009, for a period of 5 years (expired April 21, 2014). Council extended the Operating Agreement for one (1) year with the Columbia Rowing Club on July 10, 2014 (expires July 10, 2015). At this time, it is recommended that Council approve the renewal of the Operating Agreement (attached) with Columbia Rowing Club for five (5) years. The proposed renewal of the Operating Agreement, Addendum to the original Operating Agreement and the original Agreement, are attached for your convenience.

As this is county-owned property, Richland County provides support for the facility by cutting the grass 3 – 4 times per year, maintaining the road into the facility, clearing fallen trees as well as removing dead and/or damaged trees, repairing flood erosion, and making infrequent repairs to the dock and boat house. The cost associated with these activities averages \$2,500 annually and is paid from the Support Services (Facilities and Grounds Division) maintenance budget. If the agreement with Columbia Rowing Club is renewed, it is projected that there would continue to be this annual cost associated with the Rowing Center and/or the property itself.

In December 2014, Richland County Council approved a short-term proposal for the site which opens up the site for greater public access. This involved opening the gate at Omarest, constructing a new gate closer to the boat house (this gate will remain locked), adding road pull-offs, parking and turnaround, adding waste cans, and signage regarding rules of operation. This work was completed in March 2015.

### **C. Legislative / Chronological History**

- In 1999, the Richland County Legislative Delegation authorized the SC Department of Natural Resources to provide \$25,000 from the Richland County Water Recreation Funds for the dock at the Broad River Rowing Center.

- 1999 - 2009. Verbal operating agreement between Richland County and Columbia Rowing Club.
- April 21, 2009. Original five-year formal Operating Agreement between Richland County and Columbia Rowing Club enacted.
- July 10, 2014 – One year extension for Operating Agreement.

**D. Financial Impact**

The Financial Impact for the requested five-year extension is the same as it has been for years – meaning, no increase.

As this is county-owned property, Richland County provides support for the facility by cutting the grass 3 – 4 times per year, maintaining the road into the facility, clearing fallen trees, as well as removing dead and/or damaged trees, repairing flood erosion, and making infrequent repairs to the dock and boat house. The cost associated with these activities averages \$2,500 annually, and is paid from the Facilities maintenance budget. If the agreement is renewed, it is projected that there would continue to be this annual cost associated with the rowing center and/or property itself.

Per the agreement, Columbia Rowing Club “maintain[s] liability insurance sufficient to cover all Club activities on or related to the use of the site.” (Per the Club, they pay approximately \$1,425 per year to be an affiliated member of US Rowing, which includes the liability insurance.) Per the Club, they also handle day-to-day site maintenance, including trash removal. They also pay approximately \$1,825, depending on the value of the boats and equipment, to insure the club boats and equipment used for Youth Rowing and free-learn-to-row for the public.

Further, per the Club, they have spent a substantial amount of money to support Youth Rowing, Learn to Row, and to provide equipment that is available for members to use:

- 2010 - \$14,000: Trailer for transporting boats and equipment to competition. Has been used exclusively for Youth Rowing
- \$29,000: Four boats used almost exclusively for Youth Rowing, but available for use by smaller club members
- \$13,000: Three boats used equally for Youth Rowing, Learn to Row, and by adult members of the club

Funds for these equipment purchases came from dues, private boat storage fees, donations and fund raising by members and Youth Rowers.

The Club also pays \$65 per month for a Port-a-John to be at the site at all times. It is available for use by anyone who goes to the site for walking, running, fishing, etc.

**E. Alternatives**

1. Approve the request to renew the Operating Agreement for five (5) years with the Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.
2. Approve the request to renew the Operating Agreement with the Columbia Rowing Club for a different length of time.

3. Do not approve the request to renew the Operating Agreement with Columbia Rowing Club at all. A decision would have to be made by Council with regards to the future of the site. The Richland County Recreation Commission (RCRC) was contacted by the County on at least two occasions regarding the operations / maintenance of this site. We were told both times that the RCRC did not have any interest in operating / maintaining the site.

**F. Recommendation**

Approve the request to extend the Operating Agreement for five (5) years with Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.

Recommended by: Roxanne Ancheta

Department: Administration

Date: 3-2-15

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval of the agreement but considering the length of the agreement (5 years) and the County’s current budget constraints, I would encourage the County to consider assessing some nominal fee to cover the identified County direct cost. Additionally, in previous ROA discussions, there was some indication of a pending request for capital improvements to the site. If that is still being considered, I would recommend the fee(s) be set at a level to cover the cost of investment.

**Support Services**

Reviewed by: John Hixon

Date: 3/10/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There are benefits to having the Rowing Club on site. The Rowing Club encourages their members to be on site much of the time through many activities. This group reports any maintenance concerns to the Support Services, Facilities Maintenance Division. Both the Rowing Club and Support Services encourages reporting of possible maintenance needs, especially with the dock and all infrastructure, before

they become more problematic, potentially increasing the repair time and cost as well as reducing county's liability exposure.

Although I do not disagree with the concept of the finance Directors fee recommendation, now that the facility is opened to the public, Facilities Maintenance must perform housekeeping and maintenance duties at the site on a regular basis. We must service all waste containers, remove hazards from dead or dying trees or tree limbs, ensure the road remains in good condition and keep the grass cut more frequently than in previous years due to expanded use, regardless of the Rowing Clubs activities. As the site is open to the public our maintenance responsibilities are defined to ensure we maintain the facility in an aesthetically pleasing and safe condition at all times.

### **Risk Management**

Reviewed by: David Chambers

Date: 03/10/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**This is a discretionary matter for County Council.**

### **Legal**

Reviewed by: Elizabeth McLean

Date: 3/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

### **Administration**

Reviewed by: Roxanne Ancheta

Date: 3-11-15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to extend the Operating Agreement for five (5) years with Columbia Rowing Club, allowing them to continue to operate as they have for the last 15 years.

The annual cost to maintain the site, approximately \$2,500, is not expected to materially increase over the next five years unless major improvements, which would have to be approved by Council, occur at the site. If major improvements are approved, additional funding would be addressed at that time.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

Second Addendum to Operating Agreement  
(Extension)

THIS ADDENDUM entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and COLUMBIA ROWING CLUB (hereinafter referred to as "the Club").

WHEREAS, the parties entered into an Operating Agreement (hereinafter the "Agreement"), dated April 21, 2009 and extended such Agreement by an Addendum to Operating Agreement (Extension), dated July 10, 2014; and

WHEREAS, the parties now wish to again extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically five (5) years from the date of execution of this Addendum.
2. In all other respects, the Agreement shall remain in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

COLUMBIA ROWING CLUB

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) Addendum to Operating Agreement  
 (Extension)

THIS ADDENDUM entered into this 10<sup>th</sup> day of July, 2014, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and COLUMBIA ROWING CLUB (hereinafter referred to as "the Club").

WHEREAS, the parties entered into an Operating Agreement (hereinafter the "Agreement"), dated April 21, 2009; and

WHEREAS, the parties now wish to extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically one (1) year from the date of execution of this Addendum.
2. In all other respects, the Agreement shall remain in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Ashley A. Myers  
Nexanne Ancheta

By: Tony McDonald  
Its: Richland County Administrator

COLUMBIA ROWING CLUB

Rosa J. King  
George Stahl

By: John Q. Wmell  
Its: President, Columbia Rowing Club

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Richland County Attorney's Office  
Elizabeth M. Mc  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content

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**Item# 14**

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) **OPERATING AGREEMENT**

This Operating Agreement (the "Agreement") is entered into on this 21<sup>st</sup> day of April 2009 between **RICHLAND COUNTY**, South Carolina, (the "County"), and **COLUMBIA ROWING CLUB**, (the "Club").

**WHEREAS**, the County owns and operates the Richland County Rowing Center (the "Site"), located on the west bank of the Broad River; and

**WHEREAS**, the County and the Club wish to enter into an agreement for the Club's access and use of the Site;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the County and the Club agree as follows:

1. **Access Guidelines.** The Club agrees to use the Site only for official Club activities and purposes. It shall be the responsibility of the Club to ensure that the gate, when not open and in use for Club activities, shall be locked when the last Club member departs the Site. Keys to the gate may be issued to Club members, officers of the Carolina Crew, and select helpers in the Club Youth Rowing Program. The Club shall be responsible for maintaining an accurate list of all persons who are issued gate keys. Such list shall be made available to the County at the County's request. The Club will use due care in the operation of vehicles on the Site for Club purposes. All unauthorized vehicles are subject to the jurisdiction of the Richland County Sheriff's Department. If additional or "over-flow" parking is needed for any activity on the Site, it shall be the responsibility of the Club to provide such parking. Open fires, open flames, grilling, barbequing, alcoholic beverages, and activities related to the use of alcoholic beverages are hereby expressly prohibited on the Site. The hours of operation shall be from sunrise to sunset.
2. **Insurance.** At all times during the duration of this Agreement, the Club shall maintain liability insurance in an amount sufficient to cover all Club activities on or related to the use of the Site. The Club shall provide a certificate of insurance to the County indicating the amount of coverage. It shall be in the sole discretion of the County to determine if the coverage amount is sufficient to meet the requirements of this section. Once the County has approved the coverage amount in the certificate of insurance, such amount shall not be reduced during the term of this Agreement.
3. **Indemnification.** The Club shall hold harmless and shall fully and completely indemnify County from any and all claims, demands or actions brought against the Club or County by

any person, natural or corporate, arising from any act or omission on the part of the Club and related to any activity contemplated by this Agreement. Additionally, all Club members shall sign an indemnification agreement indemnifying the County and the Club from any liability arising from any Club related activities at or related to the Site.

4. **Club Safety Guidelines.** The Club agrees to establish a set of Membership Rules and Guidelines (the Guideline) concerning safety and behavior at the Site and while on the River. The Club agrees to the following specific safety training and procedures found in the Guideline related to rowing activities at or related to the Site:
  1. All Club members will be required to pass a swimming test before being allowed to row from the Site.
  2. All Club members will pass training concerning the proper procedures to be used in the event that a boat capsizes.
  3. No member will row more than 500 meters downstream of the dock toward the dam if rowing alone AND water is going over the dam as indicated by the water level indicator at the dock.
  4. No member will row downstream of the dam warning buoys under any circumstances.
  5. No Club member will be allowed to row on the River under unsafe weather or water level conditions.
  6. No alcoholic beverages will be allowed at the Site.
  7. No loud or disruptive activities will be allowed at the Site.
5. **Approval of Club Activities.** Normal day-to-day and weekly activities will be governed by this Agreement. Additional activities such as regattas to which other clubs are invited, new programs that involve a substantial increase in activity, and special events to which the public is invited will require prior approval by the Richland County Administrator. The Club shall give notice of any such activities in a reasonable time to allow the County to properly research and respond. It is understood that certain small events may offer opportunities which will call upon an acceleration of the approval process.
6. **Site Maintenance.** General day-to-day Site maintenance including trash removal will be the responsibility of the Club. Any remaining repairs will be the responsibility of the County.
7. **Term and Termination.** This Agreement shall remain in effect for a period of five (5) years from the date of execution. Either party may terminate the Agreement by giving 90 days written notice to the other party.
8. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Club without prior written consent of the County.

9. **Amendment of the Agreement.** Any amendment to this Agreement shall not be binding upon all of the parties unless such amendment is in writing and executed by all parties hereto.
10. **Notice.** All correspondence shall be sent as follows:

**Columbia Rowing Club:**

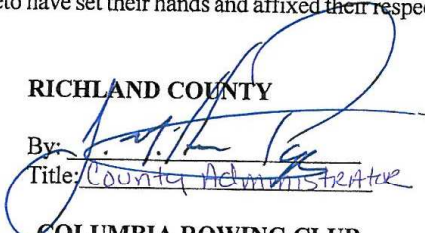
Columbia Rowing Club  
George Park, President  
720 Vintage Lane  
Columbia, SC 29210

**Richland County:**

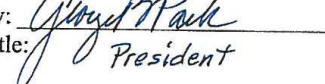
Richland County  
Attn: County Administrator  
PO Box 192  
Columbia, SC 29202

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

**RICHLAND COUNTY**

By:   
Title: County Administrator

**COLUMBIA ROWING CLUB**

By:   
Title: President





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## **Background Information on the Columbia Rowing Club**

The purpose of Columbia Rowing Club is to educate the public on the benefits of the sport of rowing as a healthful means of recreation and physical fitness at all levels by providing instruction, competition, and access to equipment and facilities in the Columbia, S.C. area. Since its inception, Columbia Rowing Club has offered free and/or low cost rowing lessons to the public and, during that time, has introduced the sport of rowing to hundreds of Midlands residents. The club is open to the public, has maintained a low membership fee, and waives the membership fee for anyone who cannot afford it. The reason for a membership fee is to pay for insurance required by the agreement with the County and to purchase and maintain rowing equipment which is accessible to all members. The club currently has 63 active members. Membership costs range from \$0 to \$165, depending on income eligibility. No one has been or will be turned away for the inability to pay.

During its 14 years operating at the Richland County Rowing Center, Columbia Rowing Club has provided a safe environment for rowing without any negative incidents.

The beautiful water, the warm climate, and the facility provided for rowing by Richland County have been recognized nationally in the rowing community by Rower's Almanac, which named Columbia the 5<sup>th</sup> best city in the United States to retire and row.

Two of the club's programs are especially important and deserve elaboration:

1. Youth Rowing
2. Visiting Crews

Youth Rowing is a program open to all youth in the Midlands from age 13 - 18. The youth are provided instruction in the sport of rowing and coaching to prepare them for competition. The program provides an important alternative to more traditional organized sports. It is a low impact, whole-body exercise that requires no special athletic skill. Through the program, young people learn important life-lessons such as teamwork, individual and team responsibility, punctuality, the rewards of hard work, along with learning a sport they can enjoy for a lifetime. All of the equipment for the team has been purchased by the club. Coaching is provided by volunteers from the club, and no child has been denied the opportunity due to financial hardship. At least one participant in the program has received a waiver of fees by the club in almost every season Youth Rowing has operated. (The cost to participate is \$0 - \$420 per youth.) The program has males and females, varies from season to season in minority representation (as high as 60% one season), has had youth from virtually every high school in the Midlands, and from every socio-economic class. The youth practice 3-4 days per week and participate in competitions in SC, GA, and TN against crews from throughout the Southeast and parts of the Midwest. Four young people from the Youth program have received rowing scholarships for college.

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Visiting Crews: Every year, Columbia Rowing Club hosts visiting crews from colleges and high schools in northern states for winter and spring training. Some of the schools that have trained in Columbia at the Richland County Rowing Center are: Georgetown University (10 years), Bucknell University, Hobart and William Smith Colleges, University of Vermont, University of Michigan, University of William and Mary, Bryn Mawr College, Colgate University, Old Dominion, Carnegie-Mellon, Vassar, Vanderbilt University, Syracuse University, University of Dayton, St. Mark's Academy, Tabor Academy, and St. Ignatius High School. These crews come to Columbia because of the unique nature of the rowing center, the warm climate of Columbia, which provides ideal training opportunities while their waters are still frozen, and the hospitality of Columbia Rowing Club and the Regional Sports Council. Each crew stays for about a week, bringing up to 75 rowers, plus coaches and support personnel. According to the Regional Sports Council, the direct economic impact of visiting crews to the economy of the Midlands from 2003 – 2013 is \$1,764,500, with a total economic impact of \$5,293,500.

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown**

**2003 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Carnegie Mellon University	1/3/2003	1/9/2003	Studio One	60	36	1		
<b>Total</b>				<b>60</b>	<b>36</b>	<b>1</b>	<b>\$30,000</b>	<b>\$90,000</b>

**2004 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2004	1/11/2004	Embassy Suites	102	66	4		
Carnegie Mellon University	1/2/2004	1/8/2004	Best Inn - Garner Lane	60	36	1		
<b>Total</b>				<b>162</b>	<b>102</b>	<b>5</b>	<b>\$81,000</b>	<b>\$243,000</b>

**2005 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2005	1/8/2005	Embassy Suites &	92	54	4		
	1/8/2005	1/11/2005	Comfort Suites-Downtown	48				
Carnegie Mellon University	1/2/2005	1/7/2005	Best Inn - Garner Lane	40	30	1		
US Rowing Clinic	2/18/2005	2/20/2005	Holiday Inn-City Centre	21		15		
William & Mary Rowing	3/5/2005	3/12/2005	StudioPLUS	98	54	2		
Bryn Mawr Rowing	3/6/2005	3/12/2005	StudioPLUS	31	25	1		
Old Dominion Rowing	3/5/2005	3/12/2005	Homewood Suites	28	12	2		
Tabor Academy Crew	3/12/2005	3/19/2005	Suite One - Harbison	84	34	5		
<b>Total</b>				<b>442</b>	<b>209</b>	<b>30</b>	<b>\$221,000</b>	<b>\$663,000</b>

**2006 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/3/2006	1/10/2006	Embassy Suites	77	40	2		
University of Michigan	2/25/2006	3/4/2006	Best Inn - Garner Lane	128	60	3		
Old Dominion Rowing	3/4/2006	3/10/2006	Homewood Suites	12	18	2		
Tabor Academy Crew	3/11/2006	3/17/2006	Suite One - Harbison	98	35	5		
University of Vermont	3/18/2006	3/25/2006	Ramada Limited I-20	112	50	3		
<b>Total</b>				<b>427</b>	<b>203</b>	<b>15</b>	<b>\$213,500</b>	<b>\$640,500</b>

**2007 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/3/2007	1/8/2007	Embassy Suites	132	60	2		
University of Michigan	2/24/2007	3/3/2007	American Inn - Garner Lane	129	60	3		
Syracuse University	3/10/2007	3/17/2007	Embassy Suites	97	60	2		
Tabor Academy Crew	3/18/2007	3/25/2007	Fairfield Inn by Marriott	98	32	4		
<b>Total</b>				<b>456</b>	<b>212</b>	<b>11</b>	<b>\$228,000</b>	<b>\$684,000</b>

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**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown**

**2008 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2008	1/8/2008	Embassy Suites	132	48	4		
Syracuse University	3/9/2008	3/16/2008	Embassy Suites	97	60	2		
Colgate University	3/14/2008	3/22/2008	Royal Inn	120	35	3		
St. Mark's School	3/14/2008	3/21/2008	Holiday Inn Express	56	20	2		
Tabor Academy Crew	3/14/2008	3/21/2008	Fairfield Inn by Marriott	84	32	4		
<b>Total</b>				<b>489</b>	<b>195</b>	<b>15</b>	<b>\$244,500</b>	<b>\$733,500</b>

**2009 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	12/30/2008	1/6/2009	Embassy Suites	70	37	3		
Bucknell University	1/5/2009	1/12/2009	Radisson	77	34	4		
Syracuse University	3/7/2009	3/15/2009	Embassy Suites	153	60	2		
Bucknell University	3/7/2009	3/15/2009	Radisson	128	34	4		
St. Mark's School	3/16/2009	3/23/2009	Wingate Harbison	35	25	2		
Tabor Academy Crew	3/14/2009	3/21/2009	Fairfield Inn by Marriott	96	32	4		
<b>Total</b>				<b>559</b>	<b>222</b>	<b>19</b>	<b>\$279,500</b>	<b>\$838,500</b>

**2010 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/4/2010	1/11/2010	Embassy Suites	80	40	3		
Bucknell University	1/11/2010	1/18/2010	Radisson	90	40	4		
Vanderbilt	3/6/2010	3/12/2010	Ramada Limited	90	32	2		
Syracuse University	3/13/2010	3/21/2010	Embassy Suites	153	60	2		
Bucknell University	3/13/2010	3/20/2010	Radisson	128	48	4		
St. Mark's School	3/15/2010	3/22/2010	Wingate Harbison	35	25	2		
<b>Total</b>				<b>576</b>	<b>245</b>	<b>17</b>	<b>\$288,000</b>	<b>\$864,000</b>

**2011 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2011	1/11/2011	Embassy Suites	90	40	3		
Bucknell University	1/10/2011	1/17/2011	Staybridge Suites	72	40	4		
Vanderbilt University	3/3/2011	3/11/2011	Wingate Harbison	60	32	2		
Vassar College	3/11/2011	3/18/2011	Staybridge Suites	66	35	2		
Bucknell University	3/12/2011	3/19/2011	Radisson	70	40	4		
<b>Total</b>				<b>358</b>	<b>187</b>	<b>15</b>	<b>\$179,000</b>	<b>\$537,000</b>

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**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown**

**2012 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/2/2012	1/9/2012	Embassy Suites	90	50	3		
Dayton University	1/9/2012	1/15/2012	InTown Suites	12	6	2		
Bucknell University	3/10/2012	3/16/2012	DoubleTree	60	36	2		
Vassar College	3/11/2012	3/18/2012	Staybridge Suites	91	45	2		
Hobart & William Smith Colleges	3/17/2012	3/24/2012	DoubleTree	138	68	5		
St. Ignatius (OH) High School	4/9/2012	4/13/2012	Ramada Limited I-20	92	85	15		
<b>Total</b>				<b>483</b>	<b>290</b>	<b>29</b>	<b>\$241,500</b>	<b>\$724,500</b>

**2013 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>	<u>TOTAL ECONOMIC IMPACT</u>
Georgetown University	1/1/2013	1/8/2013	Embassy Suites	77	57	3		
Bucknell University	3/9/2013	3/16/2013	Hotel Zimacrest	54	37	2		
Vassar College	3/16/2013	3/23/2013	Staybridge Suites	66	29	2		
Hobart & William Smith Colleges	3/16/2013	3/23/2013	Hotel Zimacrest	77	45	4		
St. Ignatius (OH) High School	4/1/2013	4/7/2013	Ramada Limited I-20 & Embassy	145	80	10		
<b>Total</b>				<b>419</b>	<b>248</b>	<b>21</b>	<b>\$209,500</b>	<b>\$628,500</b>

<b>TOTAL IMPACT OF THE RICHLAND COUNTY ROWING CENTER SINCE 200:</b>	<b>3,529</b>	<b>1,611</b>	<b>128</b>	<b>\$1,764,500</b>	<b>\$5,293,500</b>
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Direct Economic Impact is defined as: total room nights X persons per room X \$125 spending per day.

Total Economic Impact is defined as: Direct Economic Impact X a "Regional Multiplier" of 3.0 to include indirect and induced effects of direct spending.



<http://www3.richlandmaps.com/rcgeoportal/defaultPrint.htm>

11/20/2013

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# Items Pending Analysis

**Subject**

Establish a Budget Committee [**PAGE 152**]

**Reviews**

**Notes**

Staff will provide an update regarding this item at the March 24, 2015 A&F Committee meeting.

# Items Pending Analysis

## **Subject**

Emergency Services Department – Fire Truck Purchase [**PAGE 153**]

## **Reviews**

## **Notes**

Emergency Services' staff will inform Council of the bid evaluation process for the purchase of fire trucks that is being conducted.