



## 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

February 23, 2016 - 6:00 PM

### Council Chambers

#### **Call to Order**

#### **Election of Chair**

#### **Approval of Minutes**

- 1 Regular Session: January 12, 2016 [PAGES 5 - 7]

#### **Approval of Agenda**

#### **Items for Action**

- 2 Board of Voter Registration & Elections Budget Amendment [PAGES 8 - 13]
- 3 Finance Department: Departments Projected to be over budget for FY16 [PAGES 14 - 17]

- 4 Dawson Pond [Executive Session] [PAGE 18]
- 5 Approve The Dock Donation From EZ Dock, Inc. For Use At The Richland County Rowing Center [PAGES 19 - 35]
- 6 Changes to Policy on Requiring Employees to Sign Documents [PAGES 36 - 51]
- 7 Professional Services / Airport Work Authorization 6, Amendment 1 [PAGES 52 - 58]
- 8 Coroner's Facility Change Order #1 [PAGES 59 - 88]
- 9 Purchase of Property Insurance; Property Insurance Broker One Year Renewal [PAGES 89 - 92]
- 10 Renewal of the Liability Claims Administrator [PAGES 93 - 99]
- 11 Sponsorship Request: 2016 Army Ball and the Official 100th Anniversary Kick-Off event [PAGES 100 - 103]
- 12 One Year Extension of the City of Columbia-Richland Communications Center Agreement [PAGES 104 - 112]

**Items Pending Analysis: No Action Required**

- 13 Motion to Limit the Use of Fiscal Agents [PAGES 113 - 114]
- 14 Motion to Expand Staff Recruitment Efforts [PAGE 115]
- 15 Motion Regarding the State's Restrictions on How Hospitality Tax Revenue Can Be Used [PAGE 116]
- 16 Motion Regarding Organizations Receiving One-Time Funding [PAGE 117]

## **Adjournment**



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

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### ADMINISTRATION & FINANCE COMMITTEE

January 12, 2016  
6:00 PM  
County Council Chambers

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

#### CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:00 PM

#### ELECTION OF CHAIR

This item was deferred until the February Committee meeting.

#### APPROVAL OF MINUTES

**Regular Session: November 24, 2015** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF AGENDA

Mr. McDonald requested that Item #6: "6319 Shakespeare Road Acquisition Addendum" be taken up first since Mr. Devine, the representative on this item, has a school board meeting that he needs to attend.

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

#### ITEMS FOR ACTION

**6319 Shakespeare Road Acquisition Addendum** – Mr. McDonald stated this item has been before the committee previously. The County demolished the mobile home park and was sold at the tax sale. The purchaser of the property intends to place affordable housing on the site. Council approved a contribution from the Neighborhood Improvement Program in the amount of approximately \$38,000. Since the Council approved the funding, the property was appraised at about \$12,000 more than what Council appropriated. The request is for the additional \$12,000 in funding from Neighborhood Improvement so the project can move forward.

Mr. Devine stated there will be 28 affordable housing units constructed on this site.



#### Council Members Present

Greg Pearce, Chair  
District Six

Joyce Dickerson  
District Two

Paul Livingston  
District Four

Jim Manning  
District Eight

#### Others Present:

Bill Malinowski  
Norman Jackson  
Julie-Ann Dixon  
Torrey Rush  
Tony McDonald  
Kevin Bronson  
Warren Harley  
Brandon Madden  
Michelle Onley  
Larry Smith  
Roxanne Ancheta  
Daniel Driggers  
Monique McDaniels  
Kim Roberts  
Geo Price  
Ismail Ozbek  
Dwight Hanna  
Quinton Epps  
Chris Gossett  
Rob Perry  
Rudy Curtis  
Tracy Hegler  
Beverly Harris  
Brad Farrar  
Valeria Jackson

**Administration & Finance Committee**

**Tuesday, December 15, 2015**

**Page Two**

Mr. Manning moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve an addendum to the MOU between Richland County and Community Assistance Provider, Inc. for an additional \$12,000 from the Planning Department's Neighborhood Improvement Program's budget to assist Community Assistance Provider, Inc. in completing their acquisition of the property located at 6319 Shakespeare Road, Columbia, SC 29223.

Mr. Malinowski stated for the record that Planning staff is working to revise the agreement between the County and Community Assistance Provider, Inc. prior to this going to full Council.

The vote in favor was unanimous.

**Changes to Policy on Requiring Employees to Sign Documents** – Mr. Pearce stated this item has been before the committee previously. The committee's request was for additional examples of the documents.

Mr. McDonald stated the key portion of the disciplinary action document is the following statement: "I HAVE READ THIS REPORT AND UNDERSTAND THE DISCIPLINARY ACTION OUTLINED. IF I AM A REGULAR EMPLOYEE, I UNDERSTAND THAT I HAVE THE RIGHT TO FILE A GRIEVANCE REGARDING THIS ACTION, IF DONE SO WITHIN FOURTEEN DAYS FROM THE DATE OF NOTIFICATION OF THIS ACTION. I UNDERSTAND THAT I MAY CONTACT THE OFFICE OF HUMAN RESOURCES FOR GRIEVANCE INFORMATION, IF NECESSARY. I UNDERSTAND THAT FAILURE TO SIGN FOR RECEIPT OF FORM MAY RESULT IN FURTHER DISCIPLINARY ACTION. MY SIGNATURE DOES NOT INDICATE AGREEMENT WITH THE CONTENTS, BUT ACKNOWLEDGES REVIEW AND RECEIPT OF DISCIPLINARY ACTION.

The statement does require employees to sign the disciplinary action form, but does not indicate the employee agrees with action to be taken. It is simply an indication the employee has seen it. Signing of the form is for the protection of the employee, as well as the County.

Staff's recommendation is retaining the language and adding it to any documentation where the employee receives any disciplinary action. (i.e. counseling letter or memo).

Mr. McDonald stated the labor attorney drafted the statement and also recommends retention of the statement.

Mr. Manning stated one of the concerns his colleagues expressed was the portion of the statement "...FAILURE TO SIGN FOR RECEIPT OF FORM MAY RESULT IN FURTHER DISCIPLINARY ACTION" and how it is uniformly applied.

Mr. Manning moved, seconded by Mr. Livingston, forward to Council with a recommendation to retain the current form's language.

Ms. Dickerson expressed concern with allowing bias and prejudice by supervisors that will allow them to terminate employees they do not like. She would propose that refusal to sign a certain number of disciplinary forms would result in termination.

Mr. Manning requested examples of why an employee would or would not be terminated for refusal to sign the disciplinary action.

Mr. Hanna presented different scenarios for further disciplinary action if the employee refuses to sign the disciplinary action form.

Mr. Manning amended the motion to amend the statement as follows: "... FAILURE TO SIGN FOR RECEIPT OF FORM **WILL RESULT IN FURTHER DISCIPLINARY ACTION.**" and insure it is clearly stated on the form so the employee understands the consequences of not signing the document.

Mr. McDonald stated it is recommended that this language also appear on other less formal disciplinary forms (i.e. counseling memo/letter).

Mr. Jackson stated this item is not about not signing any document, but signing an "opinion" you disagree with.

Ms. Dickerson stated there also needs to be a witness on the disciplinary action form.

Ms. Dixon inquired if the County will be violating the employee's civil rights if the employee refuses to sign the disciplinary action form and the supervisor terminates the employee.

Mr. Smith stated the refusal to sign a document is not attached to the employee's civil rights.

Mr. Livingston stated there is a section on the form that allows the employee to make comments regarding the disciplinary action.

The vote was in favor of amending the language of the statement and to include the statement on any disciplinary action form that requires the employee to sign.

**Acceptance of funds from the SCE&G energy incentive program and First Vehicle Services** – Mr. Manning moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request to accept funds from the SCE&G energy incentive program and First Vehicle Services in the amount of \$90,818.97 as revenue; and to place the funds in the Support Services Sheriff's HQ and Fleet Management budgets to fund planned maintenance projects. The vote in favor was unanimous.

**Quit Claim Deeds for Vacant Property Located in the Olympia Neighborhood** – Mr. McDonald stated staff's recommendation is to approve the two quit claims deeds in the agenda packet and to draft a blanket quit claim deed to address the remaining alleyways in the Olympia Neighborhood.

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the request to approve the ordinance(s) authorizing the quit claim deeds.

**Council member Jackson's Motion Regarding Hourly Rates for Transportation Engineers and Part-Time Interns** – Mr. Perry stated when this was presented to the committee previously, Legal was directed to clarify when the exhibit was to be utilized. The exhibit would be utilized only in the event there were out of scope additional services requested.

Mr. Livingston moved, seconded by Ms. Dickerson, to accept as information. The vote in favor was unanimous.

## **ADJOURNMENT**

The meeting adjourned at approximately 6:41 PM.

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

# Richland County Council Request of Action

**Subject:**

Board of Voter Registration & Elections Budget Amendment



## **Richland County Council Request of Action**

**Subject:** Board of Voter Registration & Elections Budget Amendment

### **A. Purpose**

County Council is requested to approve a budget amendment in the amount of \$1,130,236 for the Board of Voter Registration & Elections Department for the following purposes:

- Funding the upcoming November 3, 2015 City of Columbia Election, Town of Blythewood and Town of Irmo, 2016 Republican Presidential Preference Primary, Democratic Presidential Preference Primary, June Primary and Runoff.
- Purchasing Mother Board Batteries
- Repairing of Voting Equipment
- Purchasing Phones for Call Center
- Purchasing 4 Printers
- Approving Election Machine Technician I Position (Only)

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

By law, the Board of Voter Registration & Elections Department is mandated to conduct all elections for Richland County. Although mandated, per Mr. Selph, the department has not been adequately funded in order to carry out the required elections during the 2016 fiscal year.

All funds expended will be reimbursed by the City of Columbia, Town of Blythewood, South Carolina State Elections Commission (SEC) and Town of Irmo with the exception of the purchase of Motherboard Batteries, Printers and the repairs of voting machines and the purchase of related equipment needed in preparation for the upcoming elections

Upon the conclusion of the election, the Board of Voter Registration & Elections Department will invoice the City of Columbia, Town of Blythewood, SEC and Town of Irmo for all costs incurred. Within 30 days, the City of Columbia, Town of Blythewood, SEC and Town of Irmo will issue payment as per the invoice issued.

Based on the above listed information, the Board of Voter Registration & Elections Department has developed and would like approval of the following action plan:

1. Provide funding for November 3, 2015 City of Columbia Election, Town of Blythewood and Town of Irmo.
2. Provide funding for 2016 Republican Presidential Preference Primary, Democratic Presidential Preference Primary, June Primary and Runoff.
3. The purchasing of Motherboard Batteries, repairs of voting machines and the purchase of related equipment needed in preparation for the upcoming elections to ensure all voting machines and election and voting equipment are in proper working condition and available for use in upcoming and future elections.

4. Provide funding for 4 Printers to print Absentee applications and Voter Registration cards.
5. Approval of Position only for Electrician Machine Technician I.

**C. Legislative / Chronological History**

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

**D. Financial Impact**

**Itemization of Cumulative Costs Associated with Requests**

<b>Item No.</b>	<b>Item Description</b>	<b>Cost</b>
1	November 3, 2015 City of Columbia Election/ Runoff Town Of Blythewood Town of Irmo SEC 2016 Republican Presidential Preference Primary, Democratic Presidential Preference Primary June Primary/ Runoff Estimate of Reimbursement	<u>\$242,560.00</u> <u>\$1,393.00</u> <u>\$6,895.00</u> <u>\$360,000.00</u> <u>\$342,000.00</u> <u>\$952,848.00</u>
2	Payment of Invoices for purchasing Motherboard Batteries, Phones, Printers, Repairing Voting Machines and Purchasing Related Equipment Maintenance & License Fee (Mandated by SEC)	<u>\$70,937.69</u> <u>\$6,750.00</u> <u>\$45,000.00</u> <u>\$106,739.00</u>
3	Election Machine Technician	
<b>Total</b>		<b>\$1,182,274</b>

**E. Alternatives**

1. Approve the request to amend the budget in the amount of \$1,182,274.00 for the Board of Voter Registration Elections Department for the purpose of in being in compliance with State Law to carry out all elections held in Richland County which includes the upcoming November 3, 2015 City of Columbia Election, Town of Blythewood, Town of Irmo, Republican and Democratic Presidential Preference Primary, June Primary & Runoff if necessary and the purchasing of Motherboard Batteries and the repairing of Voting Machines and Purchasing of printers and related Equipment.
2. Do not approve the request to amend the budget in the amount of \$1,182,274.00 for the Board of Voter Registration & Elections Department for the purpose of carry out all elections held in Richland County which includes the upcoming November 3, 2015 City of Columbia Election, Town of Blythewood, Republican and Democratic Presidential

Preference Primary, Town of Irmo, June Primary & Runoff and the purchasing of Motherboard Batteries and the repairing of Voting Machines, Phones, Printers, Position of Election Machine Technician and purchasing related Equipment. Richland County Board of Voter Registration & Elections offices would not efficiently serve the citizens and keep the interest and integrity in the voting process if funds are not provided and the department will not being in compliance with State Law.

3. Approve a budget amendment in an amount that differs from the requested amount for one or more of the purposes identified in this Request of Action for the Board of Voter Registration & Elections.

#### **F. Recommendation**

It is recommended that County Council approve the budget amendment in the amount of \$1,182,274 for the purposes outlined above.

Recommended by: Samuel J. Selph

Department: The Board of Voter Registration & Elections

Date: 10/19/2015

#### **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: 2/17/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The item is a discretionary budget decision for the County specific to Election cost. When the budget concern was first raised in December 2015, the County Administrator and I met with the VREC Director to discuss the need. Subsequent to the internal meeting, the County and Council Members received a copy of a letter from the Ms. Marjorie L. Johnson, VREC Board Member to Senator John Scott expressing similar concerns. During January, the County Administrator and I also attended a meeting with the VREC Director, VREC Board Members, and Senator Scott to discuss the need. The chronology and status of the discussions were provided by the County Administrator at the Council Retreat in January with the understanding that the request would be before Council at the February Committee meeting.

The estimated shortfall amount of \$1.2m is included in the second ROA request for the A&F in February that provides options for addressing the budget shortfall for multiple departments therefore budget action will only be needed on one of the request. Some additional clarifying information has been requested of the VREC Director but due to the timing of the ROA process, the ROA is completed prior to its receipt therefore below are

a couple of ROA observations that I would recommend that the County clarify related to items in the Financial Impact section.

- a) Item 1 states that the estimate of reimbursement is \$952,848. This is only an estimate and the actual reimbursement could be a smaller amount. The result if the reimbursement is not the full amount estimated, would be that the additional cost would be paid by the County.
- b) Item 2 request of \$106k will be the approval for payments of invoices and services already received.
- c) Item 3 is a request of approval for a new position but no cost are included in the ROA. In reviewing other County documents, I have not been able to determine the salary range or hiring plans of the position to determine a cost. This may change the amount requested to be approved. Finally, approving a new position will be recurring costs moving forward.

The options are listed again below for convenience and adding a third option related to any reimbursable cost.

- 1) First option - the County could identify other departments that may be projected to have unspent budgeted funds at yearend. Those funds could be approved by Council to be redirected to cover the shortfall. This would require a coordinated effort from both the department giving funds and the department that is receiving funds to ensure that the funds are not spent twice and that there is not a service impact on the giving department.
- 2) Second Option – the County could appropriate fund balance to cover the shortfall.
- 3) Third Option – As a part of option one or two above, the cost determined to be an expected reimbursement would be reflected as an offset to Revenue therefore it would reduce the impact of the use of County funds.

### **Legal**

Reviewed by: Elizabeth McLean

Date: 2/18/16

Recommend Council approval

Recommend Council denial

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

### **Administration**

Reviewed by: Tony McDonald

Date: 2/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I concur with the Finance Director's comments above. It is apparent that the Elections/Voter Registration Office will end the year at a deficit if the current expenditure trend continues, and with the upcoming elections, it is doubtful that the trend will change dramatically.

In an effort to preserve the County's fund balance, I would not recommend use of the fund balance to resolve this matter; however, one solution would be to designate the reimbursements from the various municipalities and/or the State to help relieve the anticipated shortfall (Option 3 as identified by the Finance Director above). This will do two things: (1) it will prevent the need to use County fund balance; and (2) it can be

structured so that the reimbursements will be applied only to the point needed to address the actual shortfall.

# Richland County Council Request of Action

**Subject:**

Finance Department: Departments Projected to be over budget for FY16

## Richland County Council Request of Action

**Subject:** Finance Department: Departments Projected to be over budget for FY16

### **A. Purpose**

Richland County Finance Department requests County Council to advise and offer direction on department budgets that are projected to exceed the appropriated amounts. The list below does not mean that other funds will not be necessary, it only includes the funding concerns that we are aware of as of this report. The departments have been contacted and each below have requested additional funds be appropriated by Council.

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

**1100201001 Sheriff Special Duty** - Projections currently show that the Sheriff Special Duty Office will be over budget (**\$215,000**). The need for the request is the result of additional service request of the Personnel accounts, i.e. Salaries, Wages and Overtime. FY16 Salaries & Wages have shown an average monthly expense of \$130,000. Sustaining this monthly average for 12 months will total \$1,480,000. The budget is \$1,177,000. This department is a third party billing for security service work therefore would not have a negative effect on the County General Fund. The Sheriff Department has requested that additional funds be appropriated by Council to cover the shortfall.

**1100240000 Coroner** – Projections currently show that the Coroner’s Office will be over budget (**\$600,000**). More specifically \$250,000 of the total over budget projection is contributed to the Postmortem Pathology account. The Personnel/Retirement account is currently showing a negative balance totaling (\$9,470.16) including a projection for personnel to be over budget by (\$122,000). Coroner’s Office has requested that Council appropriated addition budget amounts to cover the shortfall.

**1100168000 Board of Elections & VR** – Based on the letter received from the Director of the Board of Elections and Voter Registration, he anticipates that his department will exceed the appropriated budget by (**\$1,200,000**). The need for the request is the result of Personnel accounts due to elections. Board of Elections & VR Office has requested additional budget appropriation from Council.

**1100210000 Detention Center** – The Department has communicated that they anticipate the following deficits by yearend; Water and Sewer cost - \$150,000, Outpatient Care - \$100,000, Professional Services - \$218,000. The total anticipated shortfall is \$468,000. The department did indicate that they have not been able to complete an analysis of personnel costs that may require additional funds.

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

These are staff-initiated requests. Therefore, there is no Legislative history.

### **D. Financial Impact**

Impact is: Sheriff	- \$ 215,000
Coroner	- \$ 600,000
BOE & VR	- \$1,200,000
Detention Center	- <u>\$ 468,000</u>

\$2,483,000

Approval of additional funds would require the use of General Fund - Fund Balance as a funding source.

**E. Alternatives**

1. Approve the request of additional funding
2. Approve request at the amended level
3. **Do not approve the request to advise and offer direction to the departments.**

If this alternative is chosen the negative balances and the over budget patterns shown over the initial six months of FY16 will adversely increase. Furthermore, these shortfalls will eventually negatively affect payroll, benefit contributions as well as timely payments to vendors and costs for operations/services.

**F. Recommendation**

To approve or reject based on Council’s discretion.

Recommended by: Daniel Driggers

Department: Finance

Date: February 3, 2016

**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 recommendations. 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: 2/16/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The item is a discretionary budget decision for the County and the ROA contains projected budget needs for several departments. The current budget status and projections have been reviewed with the Departments and each have validated the amount of the expected shortfall. The Departments have been asked to have a representative available for the committee meeting and be prepared to provide the details of the request and respond to any questions from Council related to the request. All of the departments are funded through the County General Fund and no additional funding source has been identified. If Council approves in part or whole based on the needs discussion with the department, there are at least two options for addressing the funding;

- 1) First option - the County could identify other departments that may be projected to have unspent budgeted funds at yearend. Those funds could be approved by Council to be redirected to cover the shortfall. This would require a coordinated effort from both the department giving funds and the



- department that is receiving funds to ensure that the funds are not spent twice and that there is not a service impact on the giving department.
- 2) Second Option – the County could appropriate fund balance to cover the shortfall.

Both options would require a budget amendment therefore, if additional funding is approved, I would recommend using option 2 above.

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/18/16

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Tony McDonald

Date: 2/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I concur with the Finance Director's comments above. I would recommend that if the Council agrees, first and second readings be given to the budget amendment, and that third reading be held in abeyance until the end of the fiscal year, at which time we will have more precise information as to the actual needs of the departments listed. It may turn out that the additional amount that is actually needed is less than what is projected at this time.

# Richland County Council Request of Action

**Subject:**

Dawson Pond [Executive Session]

## Richland County Council Request of Action

**Subject:**

Approve The Dock Donation From EZ Dock, Inc. For Use At The Richland County Rowing Center

## Richland County Council Request of Action

**Subject:** Approve The Dock Donation From EZ Dock, Inc. For Use At The Richland County Rowing Center

### **A. Purpose**

Richland County Council is requested to accept the donation of a dock and installation from EZ Dock, Inc. to be used at the Richland County Rowing Center.

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

During the flood event of October 2016, the wooden floating dock that was located at the Richland County Rowing Center was ripped from its moorings and destroyed downstream, leaving the facility without a dock to access the waterway. The Rowing Club that is stationed at the facility worked with EZ Dock, Inc. the manufactures of the proposed dock, to supply and install a replacement dock free of charge. EZ Dock, Inc. visited the site in November to determine if the facility condition and geography would allow for the installation of their product. After reviewing the site, the firm has designed a dock structure that suits the needs of the facility, along with the needs of the Rowing Club.

Additionally, the Columbia Rowing Club has review the proposed design and could not “be more satisfied with this dock” and has indicated that “the design meets all recommendations by US Rowing of the safe launching and landing of rowing shells” as stated by John Worrell, the Columbia Rowing Club President, in an email dated 2/3/16 to Richland County Support Services.

The proposed floating dock is approximately 117 feet by 13 feet and is made up of floating modules. The dock will be accessible via an ADA-accessible aluminum gangway that is attached to a concrete approach area and it will have eco-friendly ThruFlow decking. The dock will be stabilized with 6 strong arm support beams and tie cables that anchor to the shoreline. The dock will also have a guide cable that will anchor to the shoreline further upstream to help keep the dock properly positioned. (A sketch of the proposed dock has been attached to the end of the ROA for your convenience.)

Accepting the donation will allow Richland County and EZ Dock, Inc. to progress with developing a Letter of Intent, an Agreement of Understanding, a Licensing Agreement, and it will also allow EZ Dock, Inc. to finalize the design and obtain the required documents and permits for this estimated \$60,000+ donation. Once all the required documentation and permits are obtained, EZ Dock, Inc. will proceed with the installation process.

The Columbia Rowing Club is also donating funds which were donated for the specific purpose of replacing the dock. This will cover the expense of an engineering firm design and the subsequent installation of the anchor points and concrete approach area. Richland County will contribute to this project by installing rock rip-rap along this section of the bank to help mitigate any future erosion. The rip-rap will be paid for with funds donated by the Rowing Club. Once the dock is installed, Richland County will continue to maintain the landscaping in the area, allowing access to the dock.

Due to the lack of a floating dock, the Columbia Rowing Club is currently unable to perform its community outreach and free education programs. These include a program that educates the public on the benefits of rowing as a healthful means of recreation and physical fitness. Additionally, they sponsor a Youth Rowing program that is open to young people in the Midlands, aged 13-18, that promotes physical fitness and provides instruction and coaching in preparation for competitions. The lack of an existing dock prevents water access, thus negatively impacting these programs open to the citizens of the County in addition to the activities and events of the Columbia Rowing Center.

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

- The motion is a staff initiated request, and therefore, there is no previous legislative action on this item.
- 1. The original wooden dock was destroyed beyond repair during the October 2015 flood event.
- 2. Columbia Rowing Club approached dock company for donation in Oct./Nov. 2015.
- 3. Dock Company visited the site and agreed to consider the donation in Nov. 2015
- 4. Dock Company provided design sketches in January 2016 and requested acceptance of the donation.
- 5. Motion is submitted to Administration for review and approval for forwarding to Council Committee for consideration in February 2016.

### **D. Financial Impact**

This motion is for accepting a donated floating dock. Additionally, the Columbia Rowing Club is contributing additional funds to cover any incidentals associated with the dock installation. Therefore, there is very little financial impact associated with this request except in the installation of rip-rap, which is being purchased by the Rowing Club. The dock is virtually maintenance free, only requiring an annual in-house visual inspection to confirm all connections are tight. Thus, the project will have little or no future financial impact unless the dock is damaged due to vandalism or natural causes.

### **E. Alternatives**

1. Council accept the generous donation of supplying and installing a floating dock at the Richland County Rowing Center allowing the facility to have access to the waterfront, permitting Columbia Rowing Club to host events, and to allow EZ Dock, Inc. to proceed with the permitting and installation process.
2. Council to NOT accept the donation, requiring the County to install a dock at our own expense at an estimated \$80,000 for a replacement dock that is similar to what was previously in place, along with any future maintenance cost associated with this type of construction and installation.
3. Council to NOT accept the donation and NOT install any kind of dock system at the facility and accept the facility as it currently stands. The current agreement (attached) between the Rowing Club and Richland County provides for rowing access. Without a dock, there is no rowing access. Therefore, this alternative is not feasible, nor recommended.

**F. Recommendation**

It is recommended that County Council approve the request to accept the donation from EZ Dock to supply and install a floating dock at the Richland County Rowing Center and to start the permitting and installation process.

Recommended by: John Hixon, Director

Department: Support Services

Date: February 4, 2016

**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: 2/4/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Cheryl Patrick

Date: 02/05/2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is our understanding that Facilities has been in contact with the vendor (upon our recommendation) and that the vendor is not opposed to signing an indemnification/hold harmless agreement. While this is a policy decision for Council, we recommend that if Council chooses to accept the donation that Legal be given time to work out an appropriate agreement with the vendor before finalization.

**Administration**

Reviewed by: Roxanne Ancheta

Date: February 19, 2016

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that County Council approve the request to accept the donation from EZ Dock to supply and install a floating dock at the Richland County Rowing Center and to start the permitting and installation process. Administration supports Legal’s comments regarding appropriate documentation with the vendor before finalization.

## Operating Agreement with the Columbia Rowing Club

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, barbecuing, 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

# Addendum to Operating Agreement with the Columbia Rowing Club

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

THIS ADDENDUM entered into this 7 day of April, 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

Michelle Oley

By: [Signature]  
Its: Council Chair

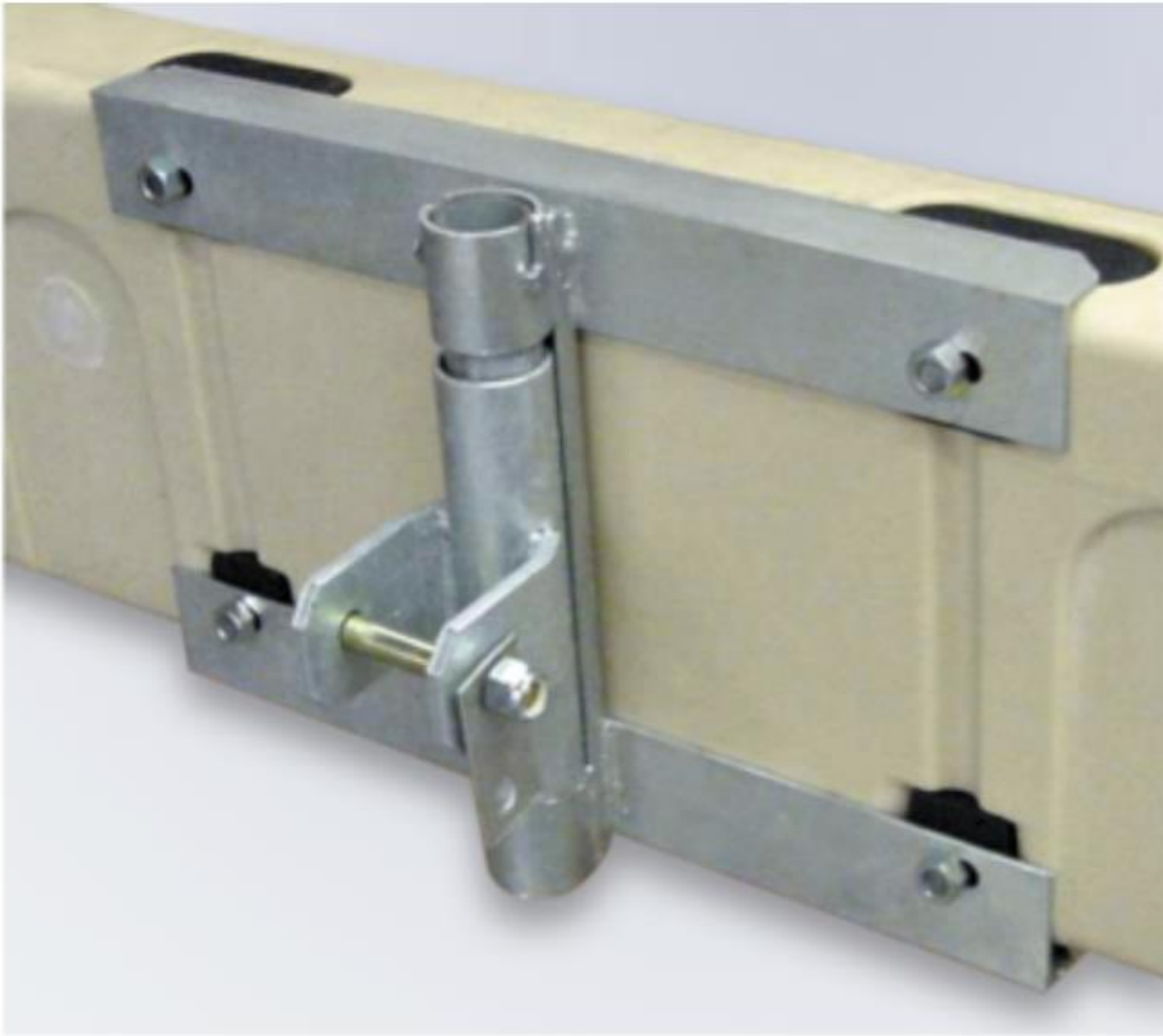
COLUMBIA ROWING CLUB

Sail Temple

By: [Signature]  
Its: Club president

# **Stiff Arm Anchoring**









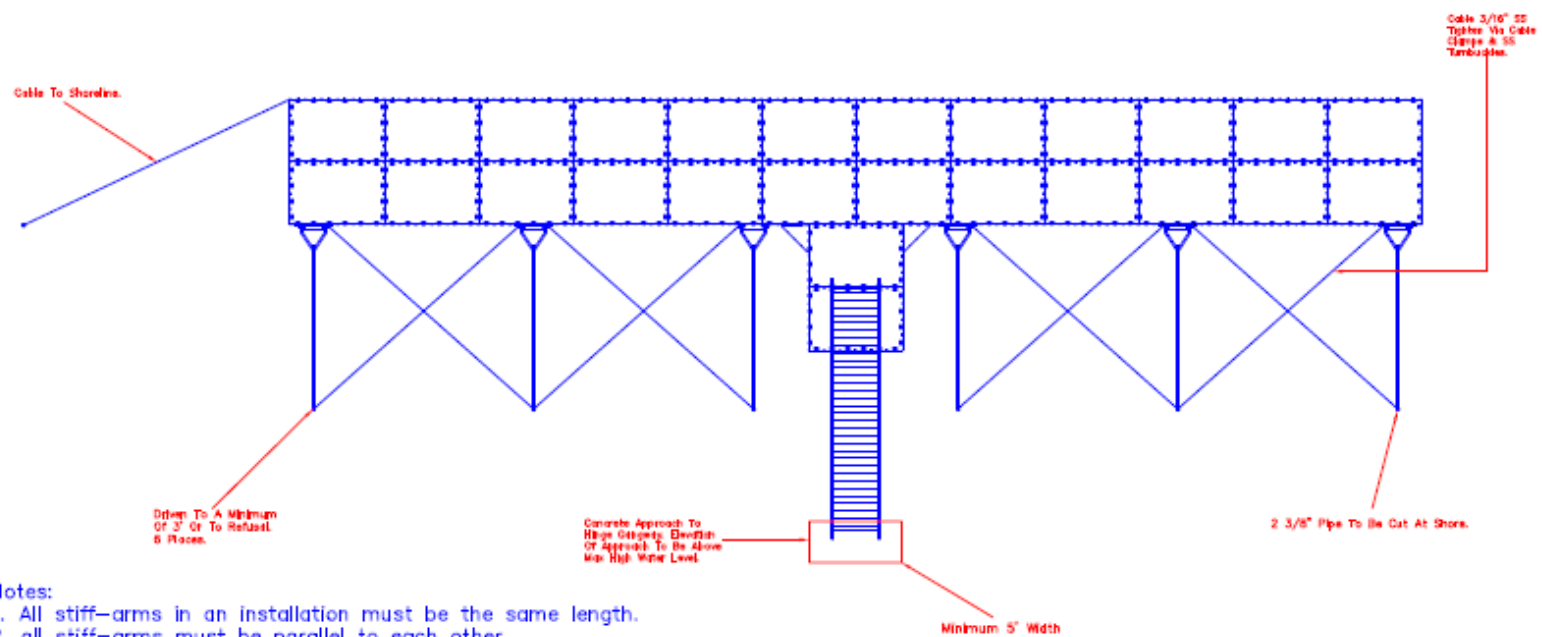






Dock Live Load of 62.5 lbs/sqft

MADE IN USA




Notes:

1. All stiff-arms in an installation must be the same length.
2. all stiff-arms must be parallel to each other.
3. all stiff-arms must be attached at the same elevation at the shore side.
4. Stiff-arm anchoring generally cannot be used in combination with piling or pipe style systems.
5. All stiff-arm installations must utilize cross cabling.

1	PVC Pipe For Roller Kit	105042		Turnbuckles & Cable Clamps	N/A
1	Roller Kit Gangway	300300		297' 3/16" SS Cable	N/A
6	2 3/8" OD Pipe 16" Long	1160250	4	2 3/8" OD Pipe 24" Long	124025
24	Dock Section 80" X 120"	158010	6	Supplemental Float Pod	208110
1	Hinge/Gangway	6215560	2	Drive Tool	900005
1	Gangway 5' X 24'	G100524	1	In Water Install Tool	900001055
2	Corner Gusset	315501	6	Frame & Yoke	115700
172	Coupler Set	315100	6	Post Sleeve For Shoreline Attachment	8000095-20
<b>Qty</b>	<b>Description</b>	<b>Part No.</b>	<b>Qty</b>	<b>Description</b>	<b>Part No.</b>

Bill of Materials

**NOTICE!** Read EZ Dock Limited Warranty carefully. Among other things, EZ Dock does not warrant damages, failures or defects caused by unauthorized modification of EZ Dock Product, and/or unauthorized attachment to/of EZ Dock Product.

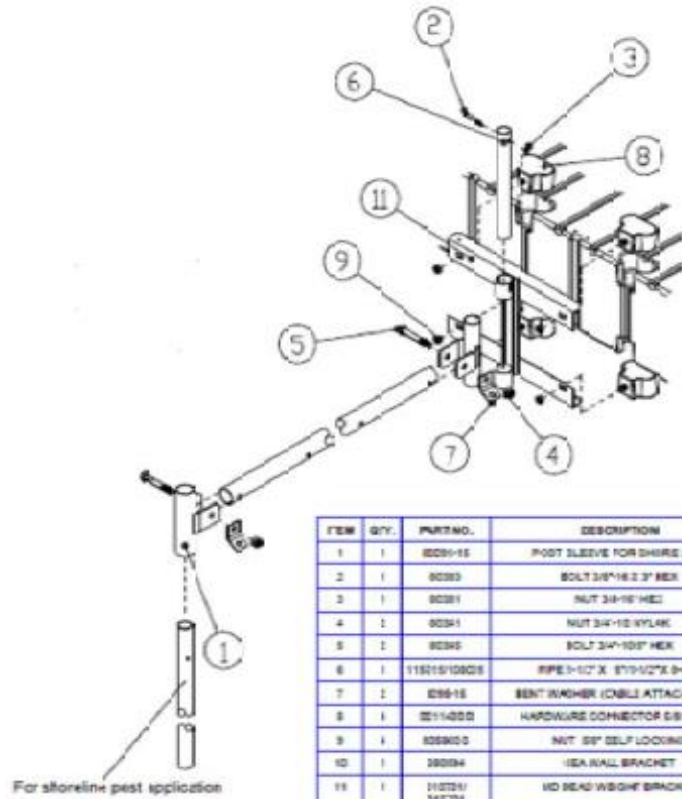
<b>Columbia Rowing</b>		<b>EZ Dock, Inc</b>	
PREPARED FOR <b>Customer</b>	878 Highway 60		
DRAWING NUMBER <b>EZ6456</b>	P.O. Box 4		
DRAWN BY <b>Jeremy</b>	TOLL FREE NO. 800-654-8168		
DATE <b>12/18/2015</b>	PHONE NO. (417) 235-2223	PHONE NO. (417) 235-2232	

MADE IN  
USA

### Standard Duty Stiff-Arm Bracket (14070C & 115700)

The standard-duty stiff-arm bracket attaches in two jockets.

1. Loosely attach two hardware connectors to the bottom of the main frame using the 5/8" lock nuts.
2. Place two hardware connectors into the top jockets of the dock section where the standard-duty stiff-arm bracket will be installed.
3. Now guide the main frame and previously installed bottom hardware connectors (tapered side-up) so the bottom connectors are brought up and fully seated in to the bottom jockets.
4. Move the main frame in towards the dock aligning the top hardware connectors with the mooring holes. Secure main frame to the dock by fully threading the enclosed 5/8" lock nuts.



Item 7 Cross Cable  
Attachment Locations

ITEM	QTY.	PART NO.	DESCRIPTION
1	1	8039-15	POST SLEEVE FOR MOORING LINE
2	1	8039	BOLT 3/8"X16.2 3" HEX
3	1	8031	NUT 3/8" HEX
4	2	8034	NUT 3/8" HEX
5	1	8036	BOLT 3/4"X10" HEX
6	1	11521/10825	RPE 3-1/2" X 57/8"X 2 5/8"
7	1	828-15	BENT WASHER (CABLE ATTACHMENT)
8	1	2011400	HARDWARE CONNECTOR 5/8" MALE
9	1	808600	NUT 5/8" SELF-LOCKING
10	1	200394	BALL BRACKET
11	1	110731 245731	MOORING BRACKET


**Notes:**

1. All stiff-arms in an installation must be the same length.
2. All stiff-arms must be parallel to each other.
3. All stiff-arms must be attached at the same elevation at the shore side.
4. Stiff-arm anchoring generally cannot be used in combination with piling or pipe style systems.
5. All stiff-arm installations must utilize cross cabling.

**NOTICE!** Read EZ Dock Limited Warranty carefully. Among other things, EZ Dock does not warrant damages, failures or defects caused by unauthorized modification of EZ Dock Product, and/or unauthorized attachment to/of EZ Dock Product.

## Bill of Materials

<b>Columbia ' Rowing</b>		<b>EZ Dock, Inc</b>	
PREPARED FOR <b>Customer</b>		878 Highway 60 P.O. Box 4	
DRAWING NUMBER <b>EZ6456 Plan B</b>		TOLL FREE NO. 800-654-8168 PHONE NO. (417) 235-2223	
DRAWN BY <b>Jeremy</b>	DATE <b>1/21/16</b>	FAX NO. (417) 235-2232	



# Richland County Council Request of Action

**Subject:**

Changes to Policy on Requiring Employees to Sign Documents

## Richland County Council Request of Action

**Subject:** Changes to Policy on Requiring Employees to Sign Documents

### **A. Purpose**

County Council is requested to consider Mr. Jackson's motion to review the County's Human Resources policy on requiring employees to sign documents.

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

At the September 8, 2015 Council meeting, Mr. Jackson brought forth the following motion:

“Review HR policy on any subjection to violate employees’ civil rights. Example signing documents or be fired except memos. There should be other means showing employees receipt of document such as witness noting refusal to sign”

Pursuant to this motion, the Human Resources Department has prepared possible changes to the Richland County Employee Handbook regarding disciplinary actions taken on employees who do not sign official County documents (page 39 of the Employee Handbook) and the process to document that employees were informed and employees were provided documents.

*The current County's policy, located on page 39 of the Richland County Employee Handbook, and which was recommended by outside HR legal counsel, and therefore does not violate an employee's civil rights, is as follows:*

#### **Performance Evaluations**

The County may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that he/she has been made aware of it. While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because he/she receives a favorable evaluation.

#### **Discipline**

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE. Supervisors and Department Head must submit terminations to the County Administrator for review. Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document.

If an employee refuses to sign the document he/she will be relieved of duty without pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled work-day, he/she will be presumed to have resigned and will be separated from the payroll.

*The optional changes are as follows:*

### **Performance Evaluations Appraisals**

The County may periodically conduct oral or written evaluations of employees' performance. Employees must sign written **evaluations-performance appraisals**. The employee's signature does not necessarily indicate agreement with the contents of the **evaluations-performance appraisals**, only that he/she has been made aware of it. **If an employee refuses to sign their performance appraisal, they may write "I refuse to sign" on the document and sign and date under their written refusal to sign. If the employee refuses to write a note and sign, the supervisor and a witness can sign and document the employee refused.** While favorable performance **evaluations appraisals** may be a factor in determining wage increases, no employee is entitled to a wage increase because he/she receives a favorable **evaluations performance appraisal**.

### **Discipline**

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE. Supervisors and Department Head must submit terminations to the County Administrator for review. Employees must sign counseling memoranda, policy statements, performance **evaluations appraisals** and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document. ~~If an employee refuses to sign the document he/she will be relieved of duty without pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled work-day, he/she will be presumed to have resigned and will be separated from the payroll.~~ **they may write "I refuse to sign" on the document and sign and date under their written refusal to sign. If the employee chooses not to sign or document that they refuse to sign, a witness will be called in to certify that the employee reviewed the appropriate document but refused to sign.**

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

**September 8, 2015** – Mr. Jackson made the following motion at the Council meeting: "Review HR policy on any subjection to violate employees' civil rights. Example signing documents or be fired except memos. There should be other means showing employees receipt of document such as witness noting refusal to sign"

**D. Financial Impact**

There is no financial impact associated with this request.

**E. Alternatives**

1. Consider Mr. Jackson’s motion and approve the suggested changes to the Richland County Employee Handbook as outlined above.
2. Consider Mr. Jackson’s motion and modify the suggested changes to the Richland County Employee Handbook
3. Consider Mr. Jackson’s motion and do not proceed with making any changes to the Richland County Employee Handbook.

**F. Recommendation**

This is a policy decision for Council.

Recommended by: Norman Jackson  
 Department: County Council  
 Date: 9/8/2015

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 10/22/15  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

No recommendation because this is a policy decision for Council with no financial impact.

**Human Resources**

Reviewed by: Dwight Hanna Date: 10/23/15  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: Council's discretion because this is a policy decision. However, it is very important and beneficial to the employee that all employees are clearly informed of serious disciplinary actions and/or potential of termination for not signing a document. In addition, it is important the County is able to provide clear documentation if requested that the employee was informed about actions such as but not limited to disciplinary actions. The current policy was proposed by outside legal counsel. There are two main purposes of the current policy. One is to ensure the employee is made aware of the action and reason for the action. The other main purpose is to document the County has complied with the obligation to inform the employee of the action.

In an effort to address the concerns raised, the County could request departments either use the County's Disciplinary Action Form which includes clear language that the employee's signature does not mean agreement. And in cases where the department does not use the County's Disciplinary Action Form we can request departments use the language from the County's Disciplinary Action Form if employees are requested to sign documents and it is possible disciplinary action will be taken if the employee does not sign.

### **Legal**

Reviewed by: Elizabeth McLean

Date: 11/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Please see attached opinion by outside labor counsel. This office agrees with the legal conclusions of outside counsel; however, the application of the policy, if inconsistent, could change that conclusion. The opinion assumes that each employee is told that signing does not mean they agree with the document and they are told that they can attach a separate document reciting their version of events. Again, policies must be applied consistently and the discipline should be proportionate to the offense.

### **Administration**

Reviewed by: Roxanne Ancheta

Date: November 17, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision of Council. Any changes recommended by Council should be vetted by appropriate legal counsel. As previously stated, the County's current policy was recommended by outside HR (labor) legal counsel, and does not violate an employee's civil rights.



<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
<b>TITLE:</b> Chain of Command	<b>Number:</b> 1.04
<b>EFFECTIVE DATE:</b> 8/1/2009	<b>Page:</b> 1 of 2
<b>REVISION DATE:</b> 8/1/2009	<b>REVISION #:</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council & Management

**PURPOSE:**

It is the practice of Richland County to involve the appropriate levels of management and supervision when making decisions or attempting to resolve personnel problems or concerns. The chain of command is designed to handle personnel and organizational matters in a systematic, responsive and effective manner. Richland County encourages employees to know and utilize their respective chain of command.

**DEFINITIONS:**

Chain of Command – The structured levels of Richland County’s administrative lines of authority to include the County Administrator, Assistant County Administrators, Department Heads, Division Managers and Supervisors.

**PROCEDURE:**

1. Each level of supervision has the authority to delegate decision-making power to subordinate levels of management. Delegation of authority, however, does not relieve management of responsibility and accountability for decision-making.
2. Employees should ordinarily utilize their intra-departmental structure, beginning with their immediate supervisor through each level up to their Department Head, whenever possible to address employment related suggestions, questions, problems or concerns. However, if an employee’s concern involves his/her immediate supervisor, s/he may skip that level and proceed to the next level in the chain of command.
3. It is the responsibility of Supervisors, Department Heads and County Administration to respond appropriately and in a timely manner to employee concerns and questions.
4. Steps beyond the Department Head level should normally be taken only after these initial levels of decision-making and/or resolution have been exhausted. It is the Department Head’s responsibility to ensure that each employee is aware of the intra-departmental organizational structure and the elevation steps beyond the department level.
5. The management levels beyond the Department Head include, in ascending order: Assistant County Administrators, and County Administrator. The chain of command in the offices of Elected and Appointed Officials is as determined by the respective Elected or Appointed Official.
6. Any employee who is also a citizen of Richland County shall be allowed to communicate non-employment related inquiries or complaints to his/her County Council member without interference, restraint, coercion, discrimination, or reprisal

<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
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<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council & Management

from the employee's department head or supervisors, or having his/her employment jeopardized in any manner. For employment-related issues, employees should follow their designated chain of command.

<b>RICHLAND COUNTY PERSONNEL POLICY</b>	
<b>TITLE:</b> Disciplinary Action	<b>Number:</b> 6.03
<b>EFFECTIVE DATE:</b> 8/1/2009	<b>Page:</b> 1 of 8
<b>REVISION DATE:</b> 8/1/2009	<b>REVISION #:</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council & Administration

**PURPOSE:**

As is the case with all organizations, instances arise when an employee must be disciplined. The goal of discipline is to correct undesirable behavior and/or prevent reoccurrence of undesirable behavior, not to punish employees. The discipline, which may be imposed, includes but is not limited to counseling notice, official reprimand, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if such disciplinary action is appropriate. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY’S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Department heads must submit terminations recommendations to the County Administrator for review and approval.

**DEFINITIONS:**

- A. Disciplinary Action Form (DAF)- The form used by supervisors to document less than “Fully Proficient” or undesirable employee behavior, which results in disciplinary action.

**PROCEDURE:**

1. Disciplinary actions are prescribed by a Department Head when, in his/her opinion, an employee's work performance or actions are not “fully proficient” or if the employee violates County policies which mandate disciplinary action.
2. It is not possible to list all job performance problems, misconduct, unsatisfactory customer service, inappropriate behavior/acts or omissions, which may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct, infraction or less than “Fully Proficient” job performance depends upon a number of factors including, but not limited to, the employee’s prior disciplinary record, the seriousness of the misconduct, level of inadequate job performance and the impact of the infraction or misconduct on others.
3. The County and the public expect employee conduct in accordance with applicable laws, regulations, Richland County policies and departmental procedures, and acceptable work behaviors from all employees. Employees in supervisory and higher level positions should set an example by their own job performance, conduct, attitude and work habits.
4. Employees must sign counseling memoranda, policy statements, performance appraisals and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he has been notified of the contents of the document. If an employee refuses to sign the document he may be relieved of duty without pay and/or subject to disciplinary action up to and including termination.

<b>RICHLAND COUNTY PERSONNEL POLICY</b>	
<b>TITLE:</b> Disciplinary Action	<b>Number:</b> 6.03
<b>EFFECTIVE DATE:</b> 8/1/2009	<b>Page:</b> 2 of 8
<b>REVISION DATE:</b> 8/1/2009	<b>REVISION #:</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council & Administration

5. The County requires and expects all employees to observe high standards of honesty, good conduct, teamwork and fair play in their relations with each other and the public.
6. The administration of disciplinary action shall be based on an examination of the relevant facts in each case. Supervisors shall administer appropriate discipline to their employees for the purpose of correcting the employee's inappropriate behavior and helping them improve their performance but not to punish, embarrass or humiliate the employee.
7. The application of any disciplinary action shall be based upon the facts of each particular case. The degree of disciplinary action takes into account the following but is not necessarily limited to:
  - 7.1. Seriousness of the violation and any mitigating circumstances
  - 7.2. Violation repetition of a particular or closely related rule
  - 7.3. Past disciplinary action(s)
  - 7.4. Consistency (i.e. other employees previously in violation of this or similar rule and the resulting disciplinary action).
8. The guidelines within this procedure provide general guidance and are meant to be applied in normal cases, but cannot cover all situations. It is necessary for the Supervisor or Department Head to use appropriate discretionary judgement in individual circumstances in consideration of relevant facts when making disciplinary action decisions and recommendations.
9. The Supervisor shall initiate disciplinary action by coordinating the action through the Department Head.
10. Department Heads should consult with HRD throughout the disciplinary process as appropriate.
11. A DAF shall accompany all disciplinary actions:
  - 11.1. The action must be documented on the DAF then discussed with the employee
  - 11.2. All relevant information should be attached to the DAF
  - 11.3. The action must be signed by the employee and supervisor and up the chain of command
  - 11.4. The DAF is sent to HRD for review and included in the employee's Personnel File after review and approval by HRD and the County Administrator
  - 11.5. HRD returns a copy to the Supervisor.

## RICHLAND COUNTY PERSONNEL POLICY

<b>TITLE:</b> Disciplinary Action	<b>Number:</b> 6.03
<b>EFFECTIVE DATE:</b> 8/1/2009	<b>Page:</b> 3 of 8
<b>REVISION DATE:</b> 8/1/2009	<b>REVISION #:</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council & Administration

12. It is not possible to list all acts and omissions that may result in disciplinary action. The disciplinary action that is appropriate for any particular job performance deficiency or misconduct is at the sole discretion of the County. The following are merely examples of some of the more obvious types of job performance deficiency or misconduct that may result in disciplinary action, up to and including discharge. **THE COUNTY RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.**

- 12.1. Less than fully proficient job performance
- 12.2. Unfitness to perform work duties according to the standards of the classification plan
- 12.3. Conflicting outside employment
- 12.4. Failure to report for work without departmental approval for three (3) consecutive days
- 12.5. Disclosure of information considered confidential to unauthorized parties
- 12.6. Acceptance of improper gratuities or gifts as defined in the South Carolina State Code of Ethics
- 12.7. Violation of county ordinances, rules, guidelines and policies
- 12.8. Membership in any organization which advocates the overthrow of the government of the United States by force or violence
- 12.9. Unsatisfactory customer service
- 12.10. Failure or refusal to carry out job duties or instructions
- 12.11. Conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the County's reputation or which reasonably could create concern on the part of fellow employees or the community
- 12.12. Incompetence
- 12.13. Unauthorized absence or tardiness
- 12.14. Insubordination; disrespect for authority; or other conduct which tends to undermine authority
- 12.15. Unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of County property or the property of others
- 12.16. Violation of safety rules; neglect; engaging in unsafe practices
- 12.17. Interference with the work of others
- 12.18. Threatening, coercing or intimidating fellow employees, including "joking" threats
- 12.19. Dishonesty
- 12.20. Failure to provide information; falsifying County records; providing falsified records to the County for any purpose
- 12.21. Failure to report personal injury or property damage
- 12.22. Vehicular/equipment accidents at the fault of the employee

<b>RICHLAND COUNTY PERSONNEL POLICY</b>	
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- 12.23. Neglect or carelessness
  - 12.24. Introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on County property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs.
  - 12.25. Lack of good judgment
  - 12.26. Harassment or retaliation
  - 12.27. Any other reason that, in the County's sole determination, warrants discipline
13. Listed below are the levels of disciplinary action that Supervisors and Department Heads may generally follow; however, the step process is not required. The County does not require progressive discipline.
14. Counseling Notice – Provided for single, unrelated, and relatively minor instances of substandard performance or other such situations, an oral discussion between the employee's Department Head and the employee may be sufficient to correct the situation.
15. Official Reprimand - The Official Reprimand may, but not necessarily be, preceded by the Counseling Notice. It should outline the employee's deficiency, the required improvement, the time expected to achieve such improvement, and serves as a warning.
16. Disciplinary Probation – This action shall be considered a severe warning issued in writing by the Department Head. This would normally follow repeated instances of minor infractions of substandard performance for which there have been previous verbal warnings or one significant infraction.
- 16.1. An employee may be placed on Disciplinary Probation for three (3) month increments, not to exceed six (6) months. The employee shall be informed in writing as to the job performance deficiency goals, performance measures and/or corrective actions, which are a requirement within the specific time period at the time of the disciplinary action. Any further similar infraction(s) during this period or thereafter may result in immediate termination.
  - 16.2. The written DAF shall explain clearly the reasons for the reprimand, stipulate the duration of the probationary period, the standards for judging the employee's improvement and the action to be taken if the deficiencies are not corrected within the probationary period.
17. Suspension – Suspension may, but not necessarily be, preceded by the Counseling Notice and Official Reprimand or one significant infraction. Suspension may be due to disciplinary action or to an investigation. Suspension is the temporary removal of an employee from his or her position without pay. Such suspension shall usually be for a period of one (1) to five (5) workdays.

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- 17.1. During the investigation, hearing, or trial of an employee on any criminal charge, during the course of any civil action involving an employee, or during investigation of employee misconduct, performance deficiencies and ability to work, when suspension would be in the best interest of the County, the County Administrator may suspend the employee with or without pay or place the employee on accrued annual leave for the duration of the proceedings. Department heads or Supervisors may place an employee on suspension pending further investigation of a disciplinary matter by the County Administrator or the Department Head, when suspension would be in the best interest of the County.
- 17.2. The Suspension Notice shall be in writing on the DAF and shall indicate the reasons for the action, the length of the suspension, the date the employee is to return to work, the specific recommendations for corrective actions the employee should take when he/she returns to work, and the action to be taken (termination) if the behavior is repeated. PAF must be completed with dates of suspension.
- 17.3. Back pay shall not ordinarily be recoverable, but where the suspension is terminated by full reinstatement of the employee, the County Administrator may authorize full recovery of pay and benefits for the entire or for any lesser period of the suspension.
18. Demotion - Employees who fail to meet the job performance requirements of their position, or otherwise fail to perform their duties, may be demoted to a position with a lower level of responsibility and pay grade.
19. Termination - All employees are employed at the will of the County. If an employee fails to perform to the standards of the classification for the position held, or if the County determines that the employee is negligent, inefficient, unfit to perform the duties of the position, or if the employee violates County policies, or for any reason in the County's sole discretion, the employee may be suspended by his/her Department Head with a recommendation of discharge. Upon investigation of the employee's performance, the County Administrator or appropriate Elected or Appointed Official may discharge an employee.
- 19.1. In accordance with South Carolina law, employees who work for Elected Officials serve at the pleasure of such Elected Officials. A signed statement from the appropriate Elected Official that it is no longer his/her pleasure that the employee be employed is legal grounds for termination, provided no other laws are violated.
- 19.2. When an employee is dismissed, the Department Head shall immediately provide the County Administrator with a written notice of the dismissal indicating the effective date and the reason(s) for the dismissal. Any dismissed employee shall be given a written notice of his/her dismissal setting forth the effective date and reason(s) for his/her

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discharge. The Department Head shall notify any dismissed employee of his/her right to appeal the dismissal.

20. Administrative Leave - Under limited circumstances, an employee may be reassigned to other duties or placed on Administrative Leave with pay for a prescribed period of time as recommended by department head and approved by the County Administrator.

20.1. Administrative Leave allows for the immediate removal of an employee so that any allegation or accusation directed toward the employee can be promptly and thoroughly investigated by the County. Each department head should attempt to conclude investigations as soon as reasonably possible, not to exceed thirty (30) calendar days.

20.2. Administrative leave may also be used during the investigation, hearing or trial of an employee on any criminal charge, during the course of any civil action involving an employee or during an investigation of employee misconduct.

## 21. Demotions

21.1. If a Department Head concludes that an employee's job performance in his/her present position is below "Fully Proficient", the Department Head may recommend in writing to HRD and to the County Administrator that the employee be demoted. The Department Head should include the employee's most recent performance appraisal.

22. Department Heads have the ability to allow employees who are undergoing disciplinary action a "Decision Day". An employee placed in Decision Day status is required to use this day (which is considered paid work time) to decide either to take the necessary corrective action or to terminate employment with the County. Upon the employee's decision to take corrective action, the steps the employee will take to correct the problem are documented by the employee and submitted to the Supervisor. The Supervisor should submit this paperwork along with the DAF to HRD.

23. Employees may be immediately suspended, if the violation is considered by the Department Head to be of such a serious nature to warrant such disciplinary action as immediately taking the employee out of the workplace.

24. Any disciplinary action is at the recommendation and/or discretion of the Department Head. It is subject to review and approval where appropriate by HRD and the County Administrator and/or subject to the Grievance Procedure.

25. Any employee who feels disciplinary action taken against him is not justified may follow the grievance procedures.



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26. Employees shall be required to sign disciplinary notices, performance appraisals and similar documents. The employee's signature will simply indicate receipt and will not indicate agreement.

## **RESPONSIBILITIES:**

### 1. Employee

- 1.1. Consistently deliver “Fully Proficient” or higher job performance.
- 1.2. Be aware of job requirements and expectations for appropriate job performance. Ask questions when in doubt.
- 1.3. Talk with appropriate co-workers or supervisor when a problem first begins to appear.
- 1.4. When appropriate, consult HRD for advice and assistance.
- 1.5. Use the performance and disciplinary process as an aid to improve job performance. Sign any paperwork in the disciplinary process as an acknowledgement of receipt of information. The signature does not necessarily indicate agreement with the action that is taking place.
- 1.6. Refer to Grievance Procedure regarding rights to appeal disciplinary matters for regular employees.

### 2. Supervisors / Department Heads

- 2.1. Ensure all customers/citizens receive efficient professional accurate, prompt and courteous service.
- 2.2. Maintain standards of employee conduct in accordance with Richland County’s policies and procedures and established and stated rules of the department.
- 2.3. Record all disciplinary actions on the County’s DAF and maintain all other appropriate documentation.
- 2.4. Inform employees of the availability of the Employee Assistance Program (EAP) for professional counseling when appropriate.
- 2.5. Consult HRD for recommendations on how to handle disciplinary situations, procedures to follow, and other related assistance and advice.

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| <b>PREPARED BY:</b> Human Resources Department | <b>AUTHORIZED BY:</b> Council & Administration |
- 2.6. Keep HRD and the County Administrator informed of disciplinary actions.
  - 2.7. Complete and submit appropriate paperwork to HRD. Provide copies of all documents to the employee.
  - 2.8. Maintain current policy and procedures and make them available to employees upon request.
3. Human Resources Department
    - 3.1. Implement approved actions that are submitted by Department Heads.
    - 3.2. Obtain legal advice when appropriate.
    - 3.3. Maintain records of disciplinary actions in the employee's Official Personnel File.

# Report of Disciplinary Action



EMPLOYEE NAME \_\_\_\_\_ DEPARTMENT NAME \_\_\_\_\_

JOB TITLE \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_ DATE \_\_\_\_\_

STATE SPECIFIC POLICY, LAW AND/OR INFRACTION THAT HAS OCCURRED.

**DETAILED SUMMARY OF INCIDENT OR DISCIPLINARY ACTION:**

*(If more space is needed, please attach all supporting documentation on additional sheets.)*

**THE ORIGINAL FORM SHALL BE SENT TO HUMAN RESOURCES TO BE REVIEWED, PROCESSED, AND FILED IN THE EMPLOYEE'S PERSONNEL FILE. THE DEPARTMENT HEAD IS RESPONSIBLE FOR ASSURING THE EMPLOYEE RECEIVES A COPY OF THIS FORM (WHEN THEY SIGN IT) AND RELEVANT ATTACHMENTS.**

**ACTION:**

- COUNSELING NOTICE
- OFFICIAL REPRIMAND
- PROBATION FROM: \_\_\_\_\_ TO: \_\_\_\_\_
- SUSPENSION FROM: \_\_\_\_\_ TO: \_\_\_\_\_
- DEMOTION
- TERMINATION EFFECTIVE DATE: \_\_\_\_\_
- OTHER DISCIPLINARY ACTION: \_\_\_\_\_

**RECOMMENDATION/APPROVAL BY:**

\_\_\_\_\_  
Supervisor's Signature Date

\_\_\_\_\_  
Manager's Signature Date

\_\_\_\_\_  
Department Head's Signature Date

**I HAVE READ THIS REPORT AND UNDERSTAND THE DISCIPLINARY ACTION OUTLINED. IF I AM A REGULAR EMPLOYEE, I UNDERSTAND THAT I HAVE THE RIGHT TO FILE A GRIEVANCE REGARDING THIS ACTION, IF DONE SO WITHIN FOURTEEN DAYS FROM THE DATE OF NOTIFICATION OF THIS ACTION. I UNDERSTAND THAT I MAY CONTACT THE OFFICE OF HUMAN RESOURCES FOR GRIEVANCE INFORMATION, IF NECESSARY. I UNDERSTAND THAT FAILURE TO SIGN FOR RECEIPT OF FORM MAY RESULT IN FURTHER DISCIPLINARY ACTION. MY SIGNATURE DOES NOT INDICATE AGREEMENT WITH THE CONTENTS, BUT ACKNOWLEDGES REVIEW AND RECEIPT OF DISCIPLINARY ACTION.**

**Employee Comments:** *(Employee may make additional comments on additional sheets if needed)*

\_\_\_\_\_  
Employee Signature (Date)

\_\_\_\_\_  
Human Resources Director (Date)  
(Review)

\_\_\_\_\_  
County Administrator (Date)  
(Approval)

**FORWARD TO HRD**

Revised 12/15/04

# Richland County Council Request of Action

**Subject:**

Professional Services / Airport Work Authorization 6, Amendment 1

# Richland County Council Request of Action

**Subject:** Professional Services / Airport Work Authorization 6, Amendment 1

**A. Purpose**

County Council is requested to approve an amendment to Work Authorization (WA) 6 for professional services with WK Dickson & Company, Inc of Columbia, SC for construction inspection, construction administration, testing and survey, and project close out for Phase II of the Southeast Airfield Clearing and Grading Improvement Project at the Jim Hamilton – LB Owens Airport (CUB).

**B. Background / Discussion**

The project for the construction of clearing and grading improvements to the southeast airfield area at the Jim Hamilton – LB Owens Airport (CUB) is underway and progressing well. The project was funded over two FAA Grant cycles. Contracts for Phase I and Phase II construction were previously approved by County Council as was professional services (construction administration and project inspection services) for Phase I.

Work Authorization 6 (WA 6) provided the services for project redesign and rebidding as well as for construction inspection and administration of Phase I. Amendment 1 provides for construction inspection and administration of Phase II, which will complete the project.

A copy of the consultant’s Work Authorization amendment is contained as an enclosure to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

**C. Legislative / Chronological History**

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

February 2011	Airport Master Plan approved
June 2012	Master Agreement with WK Dickson & Company, Incorporated awarded
January 2013	Work Authorization 1 approved (initial Twy ‘A’ extension design)
January 2014	Work Authorization 3 approved (final Twy ‘A’ extension design)
April 2014	Work Authorization 5 approved (initial mitigation design)
December 2014	Work Authorization 6 approved (Phase I professional services)
June 2015	Contract with the Graham County Land Company approved (Phase I Constr)
November 2015	Change Order 1 approved (Phase II Constr)

**D. Financial Impact**

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

Federal (FAA)	90%	\$88,650	AIP Grant
State (SCAC)	5%	\$ 4,925	SCAC Grant
Local (RC)	5%	<u>\$ 4,925</u>	Included in the FY16 airport budget
Total	100%	\$98,500	

Federal funds have been issued in AIP Grant 3-45-0017-021-2015. State funds have been approved as well, and Local funds are included in the current FY airport capital budget.

**E. Alternatives**

1. Approve the request to authorize executing Work Authorization 6, Amendment 1 for the professional services described herein and further described in detail in the enclosure to this document. This will permit the enhancement airport safety and compliance with FAA-recommended design standards and the completion of an underway project.
2. Do not approve the request to authorize executing Amendment 1 to this Work Authorization.

**F. Recommendation**

It is recommended that Council approve the request to authorize executing Work Authorization 6, Amendment 1 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Christopher S. Eversmann, PE, AAE

Department: Airport

Date: February 10, 2016

**G. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 2/10/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Cheryl Patrick

Date: 02/11/2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/12/16

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Warren Harley

Date: 2/12/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

AMENDMENT NO. 1  
TO  
WORK AUTHORIZATION NO. 6

January 28, 2016

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FOR:  
BASIC CONTRACT FOR PROFESSIONAL SERVICES

SOUTHEAST AIRFIELD CLEARING AND GRADING IMPROVEMENTS  
ADDITIONAL CONSTRUCTION PHASE SERVICES

**Project Overview**

The OWNER wishes the CONSULTANT to provide additional professional construction phase services associated with the construction of approximately \$475,000 worth of additional improvements to the LB-Owens Airport (CUB), namely the Southeast Airfield Clearing and Grading Improvements project, which includes additional clearing, grading, Airfield Retaining Wall Construction and Airfield Grading. (These services are being funded by FAA AIP 3-45-0017-021-2015.) Work Authorization No.6 was approved by County Council December 2, 2014.

This Proposal includes the following services for these additional improvements:

**BASIC SERVICES:**

- Grant Coordination
- Contract Administration

**SPECIAL SERVICES:**

- Construction Observation/Resident Project Representation
  - Including concurrent night-time activities
- Surveying
- Geotechnical Testing

This project will require daytime and nighttime work and the Runway to be closed at night for at least six weeks.

Construction Coordination will include daytime tree removal and grading and nighttime Airfield work, potentially 24 hours a day, 7 days a week. In order to meet that schedule, WK Dickson will provide two (2) Construction Observers for a period of approximately six (6) weeks. One Construction Observer will work approximately 12 hours per day and the other approximately 8 hours per day. The Fees for this work is approximately 20% of the Construction Costs, due primarily to the intensity of the Runway Closure schedule, man-hours and over-time.

## SCOPE OF SERVICES

### Additional Construction Phase Services

## BASIC SERVICES

### A. Grant Coordination

The CONSULTANT will provide the following elements:

- Reports for FAA and SCAC
- Quarterly reports to FAA
- General Project Administration

### B. Contract Administration (CA)

The CONSULTANT will provide the following elements:

- Engineering services for Construction Administration of Improvements.
- Prepare Contract Amendment for routing to the Contractor. Review and recommend execution of the Contract Amendment to the County.
- Attend and Conduct Pre-Construction Meeting, including field review of construction elements.
- Additional Coordination with neighboring property owners
- Attend Monthly Construction Meetings.
- Review and process Materials and Shop Drawing Submittals.
- Review and process Pay Requests and recommend payment to the County.
- Review and process Change Orders and make a recommendation to the County.
- Monitor Contractor's Project Schedule.
- Conduct a Pre-Final Inspection.
- Prepare Final Punch List.
- Conduct a Final Inspection.
- Review Final Pay Application and required Close-Out Documentation.
- Recommend Final Pay Application Payment to the County and submit required Close-Out Documentation.

## SPECIAL SERVICES:

### C. Construction Observation (CO) / Resident Project Representative (RPR)

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

- Engineering services for Full-Time Construction Observation of Improvements / Resident Project Representative (RPR) Services.
- On-Site Construction Observation of Improvements, including: Construction Entrances Lay-Down Areas, Materials, Fencing, Obstruction Removal Operations, and other items in the Contract Documents.
- Attend Pre-Construction Meeting, including field review of construction elements.
- Prepare Periodic, Weekly and Monthly Construction Observation Reports.
- Receive from the Contractor Materials and Shop Drawing Submittals.



- Conduct Wage Rate Interviews.
- Attend Weekly and Monthly Construction Meetings.
- Review Pay Requests with the Contractor, prior to submittal.
- Review Change Orders with the Contractor.
- Monitor Contractor's Project Schedule.
- Recommend and Conduct a Pre-Final Inspection.
- Assist in Preparing Final Punch List.
- Conduct a Final Inspection.

**D. Field Surveys**

Surveying services are listed below:

- Topographic survey for base line on newly acquired properties
- Topographic survey on property where additional grading will take place
- Verification of As-Builts
- Up to five site visits for verification surveys

**E. Geotechnical Testing**

- Geotechnical services will include compaction testing of soils where fill is proposed.

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

**COMPENSATION**

**Additional Construction Phase Services**

**Basic Services:**

A. Grant Coordination	Lump Sum	\$10,000.00
B. Construction Administration	Lump Sum	\$25,000.00

**Special Services:**

C. Construction Observation	Lump Sum	\$39,000.00
D. Field Survey <i>(Construction Verification, As-Built, Permit Close Out, etc.)</i>	Lump Sum	\$16,000.00
E. Geotechnical Testing	Lump Sum	\$8,500.00

<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$98,500.00</b>
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W.K. Dickson & Co., Inc.

*Jim Hamilton – L.B. Owens Airport  
Amendment No. 1 to  
Work Authorization No. 6  
Southeast Airfield Clearing and  
Grading Improvements-Phase 2*

ADDITIONAL WORK

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

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

Requested by:

Accepted by:

\_\_\_\_\_  
W. Anthony McDonald  
County Administrator  
Richland County, South Carolina

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Richland County Council Request of Action

**Subject:**

Coroner's Facility Change Order #1

# Richland County Council Request of Action

**Subject:** Coroner's Facility Change Order #1

**A. Purpose**

County Council is requested to approve a change to Solid Structures contract in the amount of \$53,870 to account for all additional changes that have been requested for the project. These changes are a result of unforeseen conditions, weather and End User requests. This is not a request for additional funds, but rather a request to utilize funds already set aside for this project through contingency funds.

**B. Background / Discussion**

This request is being made due to normal conditions experienced in all Construction projects. There will always be concerns with unforeseen conditions, weather or End User changes which require additional funds, or in this case the reallocation of funds. A contingency fund has been set up for the project to address any of these conditions; however this contingency fund was not set up in the contract for Solid Structures, thus the need for Council to approve moving of project contingency funds into Solid Structures contract.

This Change Order request includes the following items (all backup information will be included with the ROA):

• Clean Detention Pond	\$3,494
• Repair Corner Washout	\$2,771
• S Wing Wall Framing	\$ 998
• Additional Cabinets (Anthropology)	\$1,128
• Cable Trays	\$6,081
• Firewall Locker Room	\$5,260
• Additional Flag Pole	\$1,703
• Add 2-way mirror	\$ 504
• 220 Receptacle	\$ 281
• Close wall by Anthropology	\$3,767
• Concrete Pad – Freezer Compressor	\$ 587
• Outlet for Firewall Locker Room	\$ 96
• Concrete Pad for Flag Pole & Sign	\$17,200
• Contingency	\$10,000
<b>Total</b>	<b>\$53,870</b>

**C. Legislative / Chronological History**

- The Construction contract was executed on August 14, 2015

**D. Financial Impact**

This request is to move funds from the approved project contingency into Solid Structure's contract. This request does not require any additional funding. Therefore, there is no additional financial impact for this request.

**E. Alternatives**

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the request to reallocate contingency funds to Solid Structure’s contract which will allow the required changes to move forward
2. Do not approve the request to reallocate contingency funds to Solid Structure’s contract which will result in needed changes to the project not moving forward. This will negatively affect the functionality of the facility.

**F. Recommendation**

It is recommended that Council approve the request to reallocate contingency funds to Solid Structure’s contract allowing the required changes to move forward.

Recommended by: Chad Fosnight  
Department: Administration  
Date: 2/2/16

**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: 2/8/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

Recommendation based on request being within approved budget with no additional requirements.

**Procurement**

Reviewed by: Cheryl Patrick Date: 02/08/2016  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:  
Covered by the Project Contingency Funds

**Legal**

Reviewed by: Elizabeth McLean Date: 2/8/16  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Kevin Bronson Date: 2/8/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



P.O. BOX 3078 West Columbia, SC 29169  
 Phone 803-926-0298 Fax 803-926-0299  
 www.solidstructures.info

Change Order Request 15

01/28/16

Attention: **Jerome Simons/ Zack Savitz**  
**GMK Associates**  
 1201 Main St Suite 2100  
 Columbia, SC 29201

Re: **Richland County Coroner's Facility**  
 RC-626-CN-2015

Description of Work:

Run power, install light fixtures and one additional flagpole to sign/flagpole site as well as pour 12' x 14' concrete pad

Electrical - labor, material, O/P	\$	12,630
Concrete Pad (12' x 14' x 4")	\$	1,176
Prep of area	\$	600
Installation of additional flag pole	\$	300
<b>SUBTOTAL</b>	\$	<u>14,706</u>
<b>SUBTOTAL</b>	\$	14,706
Add 10% for overhead	\$	1,471
<b>SUBTOTAL</b>	\$	<u>16,177</u>
Add 05% for profit	\$	735
<b>TOTAL</b>	\$	<u>16,912</u>
Add 1.7% for P&P Bond	\$	288
<b>TOTAL</b>	\$	<u><b>17,200</b></u>

Thank You

*Sandi Brazell*

ESTIMATE SHEET - Constructure - Al Murphy

JOB: RC Coroner Office - Lights at Flagpoles/Sign

PAGE \_\_\_\_\_ OF \_\_\_\_\_

PAGES BID DATE \_\_\_\_\_

DESCRIPTION	MATERIAL						LABOR					
	QUANTITY	UNIT PRICE	PER	AMOUNT			UNIT	PER	AMOUNT			
1 FFLED39-39W	6					\$ 1,910.00						8
2												
3 2 EMT Conduit	220					\$ 425.00						25
4 2 EMT Connectors	2					\$ 16.00						1
5 2 EMT Couplings	22					\$ 115.00						
6 2 EMT 90 Degree Elbow	3					\$ 17.00						
7 2 EMT Straps	44					\$ 97.00						14
8												
9 2 PVC Conduit	380					\$ 295.00						35
10 2 PVC Adapter	6					\$6.00						1
11 Glue	1					\$ 6.00						2
12												
13 2 EMC Conduit	30					\$ 97.00						3
14 2 GRC 90 Degree Elbow	5					\$ 82.00						
15 2 LB Conduit	1					\$ 19.00						1
16 Post/Concrete	6					\$ 825.00						16
17												
18 Ditching	380					\$ 1,280.00						32
19												
20 #10 AWG	650					\$ 87.00						5
21 6 AWG	1,300					\$ 476.00						15
22												
23 FS Box/WP Cover	6					\$ 120.00						1
24						\$ 5,873.00						159
25						tax \$ 470.00					x	\$ 20.00
26						\$ 6,343.00						\$ 3,180.00
27											PT/I	\$ 1,272.00
28												\$ 4,452.00
29												
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												
40												
41 Material	6,343											
42 Labor	4,452											
43	10,795											
44 O/P	1,835											
<b>TOTAL</b>	\$12,630					<b>TOTAL</b>						



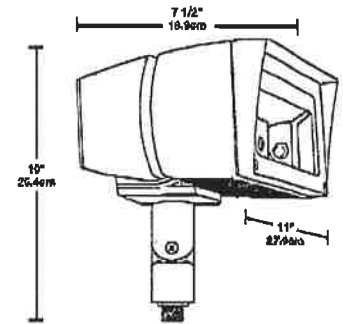
# FFLED39

2 of 3

Rectangular shaped LED floodlight designed to replace 150W Metal Halide. Patent Pending airflow technology ensures long LED and driver lifespan. Use for building facade lighting, sign lighting, LED landscape lighting and instant-on security lighting.

Color: Bronze

Weight: 12.5 lbs



## LED Info

Watts: 39W  
 Color Temp: 5000K (Cool)  
 Color Accuracy: 65  
 L70 Lifespan: 100000  
 LM79 Lumens: 4596  
 Efficacy: 112 LPW

## Driver Info

Type: Constant Current  
 120V: 0.35A  
 208V: 0.20A  
 240V: 0.18A  
 277V: 0.15A  
 Input Watts: 41W  
 Efficiency: 95%

## Technical Specifications

### Lumen Maintenance:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

### IP Rating:

Ingress Protection rating of IP65 for dust and water.

### NEMA Type:

7H x 6V Beam Spread.

### LEDs:

Two multi-chip, 26Watt high performance LEDs.

### Driver:

Constant Current, Class 2, 1050mA, 100-277V, 50/60Hz, 0.6A, Power Factor 99%

### THD:

7.7% at 120V, 6.8% at 277V

### Surge Protection:

4kV

### Ambient Temperature:

Suitable for use in 40°C ambient temperatures.

### Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

### Thermal Management Housing:

Superior heat sinking with external Air-Flow fins.

### Mounting:

Heavy-duty mounting arm with O ring seal & stainless steel screw.

### Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

### Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

### Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for (SSL) Products, ANSI C78.377-2008.

### Equivalency:

The FFLED39 is Equivalent in delivered lumens to a 150W Metal Halide.

### Effective Projected Area:

EPA = 0.65

### Reflector:

Specular vacuum-metallized polycarbonate

### Gaskets:

High-temperature silicone gaskets.

### Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

### Green Technology:

Mercury and UV free.

### IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy Lighting Facts label.

### California Title 24:

FFLED39 complies with California Title 24 building and electrical codes.



Tech Help Line: 888 RAB-1000

Email: sales@rabweb.com

On the web at: www.rabweb.com

**Warranty:**

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

**Patents:**

The FFLED design is protected by U.S. Pat. D643,147, Canada Pat. 140798, China Pat. ZL201130171304.1, Mexico Pat. 36757 and pending patent in Taiwan.

**UL Listing:**

Suitable For Wet Locations. Suitable for ground mounting.

**Threaded Size:**

1/2" threaded arm.

**DLC Listed:**

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.



P.O. BOX 3078 West Columbia, SC 29169  
 Phone 803-926-0298 Fax 803-926-0299  
 www.solidstructures.info

Change Order Request 01

10/05/15

Attention: Jerome Simons/ Zack Savitz  
 GMK Associates  
 1201 Main St Suite 2100  
 Columbia, SC 29201

Re: Richland County Coroner's Facility  
 RC-626-CN-2015

Description of Work:

Clean detention pond at inlet and outlets of trees and debris  
 This will require the removal of approx. 4 small trees  
 a small amount of grading , cutting down brush

Fuel & Equipment Cost	\$	1,349.00
Labor	\$	1,676.00

<b>SUBTOTAL</b>	\$	3,025
Add 10% for overhead	\$	303
<b>SUBTOTAL</b>	\$	3,328
Add 05% for profit	\$	166
<b>TOTAL</b>	\$	3,494

Thank You

*Sandi Brazell*



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299  
[www.solidstructures.info](http://www.solidstructures.info)

Change Order Request 02

10/05/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:

Repair wash out at rear corner that is approx. 12'x 10' x6' deep  
this requires hauling washout sand up the hill and filling in around  
building and catch basin, installing erosion matt

Material & Equipment	\$	1,316.85
Labor	\$	1,082.00
<b>SUBTOTAL</b>	\$	<u>2,399</u>
Add 10% for overhead	\$	240
<b>SUBTOTAL</b>	\$	<u>2,639</u>
Add 05% for profit	\$	132
<b>TOTAL</b>	\$	<u>2,771</u>

Thank You

Sandi Brazell



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 Phone 803-926-0298 Fax 803-926-0299  
 www.solidstructures.info

Change Order Request 03 - Revised

12/10/15

Attention: **Jerome Simons/ Zack Savitz**  
**GMK Associates**  
 1201 Main St Suite 2100  
 Columbia, SC 29201

Re: **Richland County Coroner's Facility**  
 RC-626-CN-2015

Description of Work:  
 Add 3 5/8" thick wall w/ 6" insulation to the front wall  
 South wing and change 2 1/2" framing to 3 5/8" framing

Labor/Material	\$	864
----------------	----	-----

<b>SUBTOTAL</b>	\$	864
Add 10% for overhead	\$	86
<b>SUBTOTAL</b>	\$	950
Add 05% for profit	\$	48
<b>TOTAL</b>	\$	998

Thank You

Sandi Brazell



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299  
www.solidstructures.info

Change Order Request 05

12/15/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

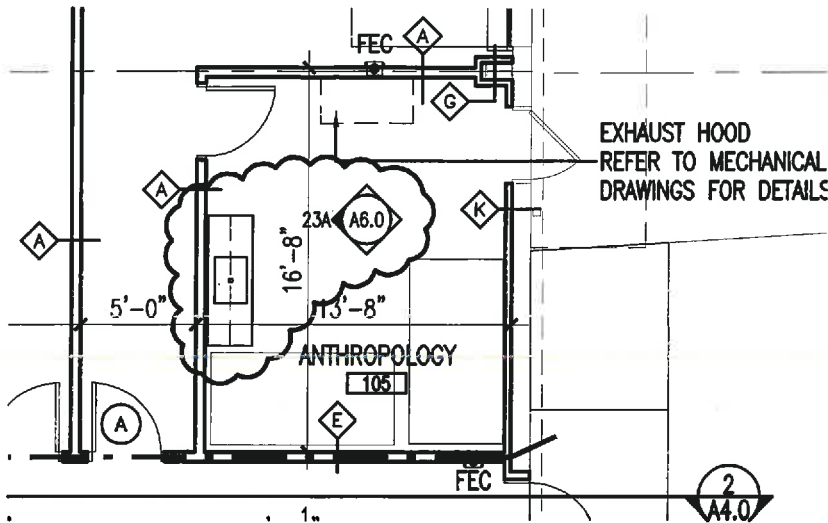
Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:  
Add additional cabinets, per Architect's drawing, in Anthropology Room

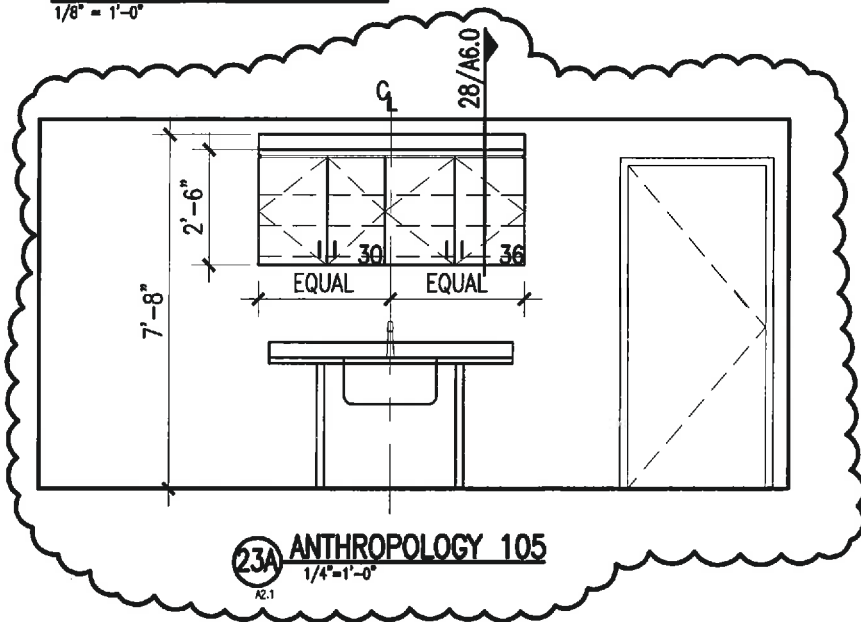
Labor/Material	\$	960.00
<b>SUBTOTAL</b>	\$	960
Add 10% for overhead	\$	96
<b>SUBTOTAL</b>	\$	1,056
Add 05% for profit	\$	53
<b>TOTAL</b>	\$	1,109
Add 1.7% for P&P Bond	\$	19
<b>TOTAL</b>	\$	1,128

Thank You

*Sandi Brazell*



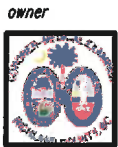
**PARTIAL RENOVATION PLAN**  
 1/8" = 1'-0"



**23A ANTHROPOLOGY 105**  
 1/4" = 1'-0"

**GMK**  
 ASSOCIATES, INC.

Design/Planning/Construction  
 1201 Main Street, Suite 2100  
 Columbia, S.C. 29201  
 tel. 803-256-0000  
 fax 803-255-7243



**owner**  
 RICHLAND COUNTY, SC  
 GOVERNMENT  
 2020 HAMPTON STREET  
 COLUMBIA, SC 29201

*project name*  
 CORONER'S FACILITY  
 DESIGN  
*project number*  
 14017.01  
*county project number*  
 RC-626-CN-2015

*title* **ADD WALL CABINETS TO ANTHROPOLOGY 105**

*issued for* **PR #5**

*date* **11/25/15**

*from* **A2.1, A6.0**

*drawn by* **JKS**

**SD-002**



P.O. BOX 3078 West Columbia, SC 29169

Phone 803-926-0298 Fax 803-926-0299

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Change Order Request 06

12/15/15

Attention: **Jerome Simons/ Zack Savitz**  
**GMK Associates**  
**1201 Main St Suite 2100**  
**Columbia, SC 29201**

Re: **Richland County Coroner's Facility**  
**RC-626-CN-2015**

Description of Work:

Installing Cable Tray

Material	\$	2,913.00
Labor	\$	1,512.00
O/P	\$	752.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>5,177.00</b>
<b>SUBTOTAL</b>	<b>\$</b>	<b>5,177.00</b>
Add 10% for overhead	\$	518
<b>SUBTOTAL</b>	<b>\$</b>	<b>5,695</b>
Add 05% for profit	\$	285
<b>TOTAL</b>	<b>\$</b>	<b>5,979</b>
Add 1.7% for P&P Bond	\$	102
<b>TOTAL</b>	<b>\$</b>	<b>6,081</b>

Thank You

*Sandi Brazell*



**ESTIMATE SHEET - Constructure - Al Murphy**

JOB: Coroner Office - Cable Tray

PAGE \_\_\_\_\_

OF \_\_\_\_\_

PAGES BID DATE \_\_\_\_\_

DESCRIPTION	MATERIAL					LABOR		
	QUANTITY	UNIT PRICE	PER	AMOUNT	UNIT	PER	AMOUNT	
1 Cable tray basket 18"x 4D	316			\$2,387.00			\$45.00	
2								
3 18" x 4D								
4								
5 Kindorf Supports	100'			\$ 160.00			\$ 10.00	
6								
7 At Rod-nuts-bolts-screws	Lot			\$ 150.00			\$ 5.00	
8								
9				\$2,697.00			\$ 60.00	
10 SC Tax				\$ 216.00		x	\$ 18.00	
11				\$2,913.00			\$1,080.00	
12						PTI	\$ 432.00	
13							\$1,512.00	
14								
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21								
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26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
41 Materials	2,913							
42 Labor	1,512.00							
43	4,425							
44	752							
<b>TOTAL</b>	5,177		<b>TOTAL</b>					



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299

www.solidstructures.info

Change Order Request 07-Revised

12/30/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:

Enclosing area around evidence lockers to make space fire-rated as per PR 6

Collins and Wright

Material	\$	500.00
Labor	\$	977.00
O/P	\$	222.00
	\$	<u>1,699.00</u>

Advanced Door Systems

Material/Labor/O/P	\$	1,280.00
	\$	<u>1,280.00</u>

Constructure

Material	\$	26.00
Labor	\$	76.00
O/P	\$	17.00
	\$	<u>119.00</u>

<b>SUBTOTAL</b>	\$	3,098.00
Add 10% for overhead	\$	310
<b>SUBTOTAL</b>	\$	<u>4,926</u>
Add 05% for profit	\$	246
<b>TOTAL</b>	\$	<u>5,172</u>
Add 1.7% for P&P Bond	\$	88
<b>TOTAL</b>	\$	<u>5,260</u>

Thank You

*Sandi Brazell*

**ESTIMATE SHEET - Constructure - Al Murphy**

JOB: RC Coroner Office - Wire fixture to own switch

PAGE \_\_\_\_\_

OF \_\_\_\_\_

PAGES BID DATE \_\_\_\_\_

DESCRIPTION	MATERIAL						LABOR														
	QUANTITY	UNIT PRICE	PER	AMOUNT			UNIT	PER	AMOUNT												
1 S08 Switch	1								\$ 3.40											\$ 0.40	
2 Plate	1								\$ 1.60											\$ 0.10	
3 "A" Light Fixture	1								<del>\$95.00</del>											<del>\$ 1.00</del>	
4 Box	1								\$ 2.00											\$ 1.00	
5 1G PR	1								nc											nc	
6																					
7 12/3 MC	30								\$ 13.00											\$ 1.00	
8 Connector	2								\$ 1.00											nc	
9 Straps	10								\$ 3.00											\$ 0.50	
10 Subtotal									\$119.00											\$ 40.00	
11 TAX									\$ 10.00											\$ 18.00	
12									\$ 129.00											\$ 72.00	
13									\$ (95.00)										PT/1	\$ 29.00	
14									\$ (8.00)											\$101.00	
15									\$26.00											\$ (18.00)	
16																			PT/1	\$ (7.00)	
17																				\$76.00	
18																					
19																					
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31																					
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33																					
34																					
35																					
36																					
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38																					
39																					
40																					
41 Material	26																				
42 Labor	76																				
43	102																				
44 O/P	17																				
<b>TOTAL</b>		\$119																			
			<b>TOTAL</b>																		

**Denise Sherrill**

---

**Subject:** FW: Coroner's Office PR #6

**From:** Jay Cohee  
**Sent:** Wednesday, December 16, 2015 10:08 AM  
**To:** 'Denise Sherrill'  
**Subject:** RE: Coroner's Office PR #6

Dear Denise,

We will require a change order in the amount of \$1,699.00 to add the firewall shown on SD-003. Breakdown follows:

**Materials**

Metal Studs/Track	\$148.00
Drywall	\$122.00
Fastener/Finishing Products/Clips	\$193.00
Tax	\$37.00
Subtotal	\$500.00

**Labor**

Wall Framing 8 man hours	
Hang/Finish/Fire rating 11 man hours	
Stock/Cleanup/Supervision 3 man hours	
Additional Man Hours 22 @ \$44.41	\$977.00
Overhead & Profit	\$222.00

**Total** \$1,699.00

**If you have any question, please call.**

Thanks,  
Jay

---

**From:** Denise Sherrill [<mailto:dsherrill@solidstructures.info>]  
**Sent:** Tuesday, December 15, 2015 2:52 PM  
**To:** Jay Cohee  
**Cc:** Joe Bell; Sandi Brazell  
**Subject:** FW: Coroner's Office PR #6

We are having to close in a small area around the evidence lockers due to them being in a fire-rated wall, could you please look at the attached and send us pricing on doing this work? If you have any questions please let me know. Thanks so much.

*Sincerely,*  
*Denise Sherrill*

Solid Structures

Advanced Door Systems Inc.  
1601 Key Road  
Columbia, S.C. 29201  
Ph# 1-803-254-3143  
Fax# 1-803-765-0703

To: Solid Structures                      Coroner's Facility Design                      Date: 12/22/2015  
Att: Denise                                      Change Order #1  
Fax:  
From: George Kovacic  
[gkovacic@advdoorsystems.com](mailto:gkovacic@advdoorsystems.com)

Qty.	Description - Additional Opening - PR #6	Total
1 ea.	Door & Hardware Package	
	1 ea. Fire Rated Wood Door - 3070 Flush	
	1 ea. Hardware Set #1	

Subtotal	\$1,150.00
Freight	\$50.00
8 % Tax	\$80.00
<b>Package Price</b>	<b>\$1,280.00</b>

Qualifications: 1. Use existing frame at site.

Addendums:

Approved by:

Date:



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299  
[www.solidstructures.info](http://www.solidstructures.info)

Change Order Request 08

12/18/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:  
Additional Flagpole Requested (to total 4)

Material	\$	1,110.00
Labor	\$	350.00
	\$	<u>1,450.00</u>
<b>SUBTOTAL</b>	\$	1,450.00
Add 10% for overhead	\$	145
<b>SUBTOTAL</b>	\$	<u>1,595</u>
Add 05% for profit	\$	80
<b>TOTAL</b>	\$	1,675
Add 1.7% for P&P Bond	\$	28
<b>TOTAL</b>	\$	<u>1,703</u>

Thank You

*Sandi Brazell*



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Phone 803-926-0298 Fax 803-926-0299

www.solidstructures.info

Change Order Request 09-Revised 12-28-15

12/18/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:  
Add two-way mirrored glass that was not spec'd for the family room window, but requested by Coroner

Material - Mirror pane glass to replace spec'd tempered glass	\$495.00
Credit for tempered glass	\$ (66.00)
Total	<u>\$429.00</u>
<b>SUBTOTAL</b>	\$ 429.00
Add 10% for overhead	\$ 43
<b>SUBTOTAL</b>	<u>\$ 472</u>
Add 05% for profit	\$ 24
<b>TOTAL</b>	<u>\$ 495</u>
Add 1.7% for P&P Bond	\$ 8
<b>TOTAL</b>	<u>\$ 504</u>

Thank You

*Sandi Brazell*

## Denise Sherrill

---

**Subject:** FW: 2 way mirror change order

**From:** Bill Rowell [mailto:bill.rowell@sterlingglassllc.com]

**Sent:** Monday, December 28, 2015 10:59 AM

**To:** Denise Sherrill

**Subject:** 2 way mirror change order

Denise,  
Breaks down as follows:

Cost: Mirror pane Glass = \$ 495.00 (@ Type 2 View Window Kids room 1000)

Credit: Clear tempered glass = \$ 66.00 (@ Type 2 View Window Kids room 1000)

Net ADD: = \$429.00

Please issue change order.

Thanks  
Bill Rowell  
Sterling Glass





P.O. BOX 3078 West Columbia, SC 29169

Phone 803-926-0298 Fax 803-926-0299

www.solidstructures.info

Change Order Request 10

12/28/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:  
Adding a 220 receptacle in Room 143

Material	\$	128.00
Labor	\$	76.00
O/P	\$	35.00
<b>SUBTOTAL</b>	\$	<u>239.00</u>
<b>SUBTOTAL</b>	\$	239.00
Add 10% for overhead	\$	24
<b>SUBTOTAL</b>	\$	<u>263</u>
Add 05% for profit	\$	13
<b>TOTAL</b>	\$	<u>276</u>
Add 1.7% for P&P Bond	\$	5
<b>TOTAL</b>	\$	<u><b>281</b></u>

Thank You

*Sandi Brazell*

**ESTIMATE SHEET - Constructure - Al Murphy**

JOB: RC Coroner Office - 220 Outlet for Room 143

PAGE \_\_\_\_\_

OF \_\_\_\_\_

PAGES BID DATE \_\_\_\_\_

DESCRIPTION	MATERIAL				LABOR			
	QUANTITY	UNIT PRICE	PER	AMOUNT	UNIT	PER	AMOUNT	
1 Plate, Range Receptacle	1			\$ 9.00			\$ 0.50	
2 4sq Box	1			\$ 1.00			\$ 0.40	
3 2G PR	1			\$2.00			\$ 0.10	
4 8/3 mc cable	40'			\$ 97.00			\$ 1.00	
5 8/3 s connectors	2			\$ 2.00			\$ 0.30	
6 8/3 s straps	12			\$ 7.00			\$ 0.70	
7 Subtotal				\$ 118.00			\$ 3.00	
8 Tax				\$ 10.00			x \$ 18.00	
9				\$ 128.00			\$ 54.00	
10							PT/A \$ 22.00	
11							\$ 76.00	
12								
13								
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15								
16								
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26								
27								
28								
29								
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31								
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34								
35								
36								
37								
38								
39								
40								
41 Material	128							
42 Labor	76							
43	204							
44 O/P	35							
<b>TOTAL</b>	\$239			<b>TOTAL</b>				



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299  
[www.solidstructures.info](http://www.solidstructures.info)

Change Order Request 11

12/29/15

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:

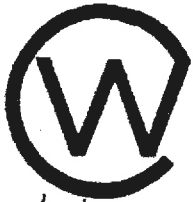
To close up area by Anthropolgy Room/Shipping Area to ceiling

Material	\$ 834.04
Labor	\$ 1,906.66
O/P	\$ 465.92
<b>SUBTOTAL</b>	<b>\$ 3,206.62</b>
<b>SUBTOTAL</b>	<b>\$ 3,206.62</b>
Add 10% for overhead	\$ 321
<b>SUBTOTAL</b>	<b>\$ 3,527</b>
Add 05% for profit	\$ 176
<b>TOTAL</b>	<b>\$ 3,704</b>
Add 1.7% for P&P Bond	\$ 63
<b>TOTAL</b>	<b>\$ 3,767</b>

Thank You

*Sandi Brazell*





COLLINS AND WRIGHT INC.

Work Authorization Form

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_

DATE 12/18/15

CUSTOMER ORDER NO. \_\_\_\_\_

PROJECT Coroner's Facility

JOB NO. 3519

WORK PERFORMED BY Collins & Wright

FOR Solid Structures

AUTHORIZED BY Joe

TITLE Superintendent

DESCRIPTION OF WORK Solid Structures Had Collins & Wright to frame a 52' Long by 4' Tall wall on top of the 10' Fire Corridor wall on the unconditioned shell area, And a 7' Long by 5' Tall wall over top of the Training Conference Room Door, And a 5' Long by 5' Tall over the Administration Room door, And a 19' Long by 4' Tall over the Storage Room 106 Hallway wall, And over the LABOR Anthropology Room Hallway A MATERIAL 19' Long by 4' Tall

NAME	TRADE	Actual Hours Worked		DESCRIPTION	QUANTITY
		STRAIGHT TIME	PREMIUM TIME		
Whitfield Johnson	Super	3	3	Collins & Wright used	21 pieces of
Salvador Raygoza	mech	10	8	3 5/8" x 10' Track	30 pieces of 3 5/8" x
Alonso Quezada	mech	10	8	10' Studs and Framing	SCREWS
				DAYWALK 20% 4x12	Box Joint Compound
				Roll Tape Insulation	900SF

EQUIPMENT & TOOLS

DESCRIPTION	TIME	DESCRIPTION	TIME
One Baker Scaffold			

REMARKS: \_\_\_\_\_

CONTRACTOR J.P. Bell ARCHITECT OWNER \_\_\_\_\_ SUBCONTRACTOR Collins & Wright  
 BY \_\_\_\_\_ BY \_\_\_\_\_ BY Whitfield Johnson  
 BILLING ADDRESS \_\_\_\_\_ BILLING ADDRESS \_\_\_\_\_

JOB COMPLETED  YES  NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY. (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSE:  
 UNABLE TO CONTACT REPRESENTATIVE  
 AUTHORIZED BY PHONE  
 FORM ISSUED FOR RECORD PURPOSE ONLY  
 AUTHORIZATION IN DISPUTE



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299

[www.solidstructures.info](http://www.solidstructures.info)

Change Order Request 12

01/18/16

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:

To prep, form and pour concrete slab for compressor for freezer

Labor, Material, O/P	\$ 500.00
<b>SUBTOTAL</b>	<b>\$ 500.00</b>
<b>SUBTOTAL</b>	<b>\$ 500.00</b>
Add 10% for overhead	\$ 50
<b>SUBTOTAL</b>	<b>\$ 550</b>
Add 05% for profit	\$ 28
<b>TOTAL</b>	<b>\$ 578</b>
Add 1.7% for P&P Bond	\$ 10
<b>TOTAL</b>	<b>\$ 587</b>

Thank You

*Sandi Brazell*



P.O. BOX 3078 West Columbia, SC 29169  
Phone 803-926-0298 Fax 803-926-0299

www.solidstructures.info

Change Order Request 13

01/15/16

Attention: Jerome Simons/ Zack Savitz  
GMK Associates  
1201 Main St Suite 2100  
Columbia, SC 29201

Re: Richland County Coroner's Facility  
RC-626-CN-2015

Description of Work:

Add electrical outlet to new fire-rated locker room area (COR 7-R)		
Labor	\$	47
Materials	\$	23
O/P	\$	12
<b>SUBTOTAL</b>	\$	<u>82</u>
<b>SUBTOTAL</b>	\$	82
Add 10% for overhead	\$	8
<b>SUBTOTAL</b>	\$	<u>90</u>
Add 05% for profit	\$	5
<b>TOTAL</b>	\$	<u>95</u>
Add 1.7% for P&P Bond	\$	2
<b>TOTAL</b>	\$	<u>96</u>

Thank You

*Sandi Brazell*

ESTIMATE SHEET - Constructure - Al Murphy

JOB: Coroner Office - Outlet in Locker Room Area PAGE        OF        PAGES BID DATE       

DESCRIPTION	MATERIAL							LABOR		
	QUANTITY	UNIT PRICE	PER	AMOUNT	UNIT	PER	AMOUNT			
1 Receptacle/Plate	1			\$ 7.75						\$ 0.40
2										
3 4" box	1			\$ 1.85						\$ 0.40
4 1G PR	1			\$ 1.75						\$ 0.10
5 Cutting										\$ 0.50
6 mc cable	5'			\$ 8.98						\$ 0.30
7 mc cable connectors	2			\$ 0.60						\$ 0.20
8										
9				\$ 20.93						\$ 1.90
10 SC Tax				\$ 1.67					x	\$ 18.00
11				\$ 22.60						\$ 34.20
12								PTI		\$ 13.68
13										\$ 47.88
14										
15										
16										
17										
18										
19										
20										
21										
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30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41 Materials	23									
42 Labor	47									
43	70									
44	12									
<b>TOTAL</b>	<b>82</b>	<b>TOTAL</b>								



## Richland County Council Request of Action

**Subject:**

Purchase of Property Insurance; Property Insurance Broker One Year Renewal

## Richland County Council Request of Action

**Subject:** Purchase of Property Insurance; Property Insurance Broker One Year Renewal

### **A. Purpose**

County Council is requested to approve the purchase of property insurance for FY 17 with Arthur J. Gallagher Risk Management serving as the insurance broker through Travelers Indemnity Company.

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

The property insurance covers all properties owned by the county. Some of the more expensive vehicles and equipment owned by the county are also covered by the property policy. In addition, Gallagher provides assistance with risk control and safety. These services help to identify exposures and reduce risks. Historically, Gallagher has provided us with excellent service and more affordable rates than other brokers for the required coverages.

In 2011, the County received three proposals for its property insurance. In May 2011, Council approved Arthur J. Gallagher Risk Management as the County's insurance broker.

The most recent renewal, June 2015, is attached.

Staff is requesting Council approval of Arthur J. Gallagher Risk Management as the property insurance broker for FY 17 in order to allow the new Risk Manager adequate time to research potential brokers and property insurance needs, properly evaluate the proposal rating method used by Risk Management in the past, and to prepare a request for proposals for FY 2017-2018.

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

- May 2011, Council approved Arthur J. Gallagher Risk Management as the County's insurance broker.
- June 2015, Property Insurance coverage was extended for one year

### **D. Financial Impact**

The projected premium is \$188,753 at a rate of .0631 per hundred which is within the proposed budget. For comparison, the premium for 2015-2016 was higher at .0664 per hundred.

These premiums are based on the properties covered by the 2015-2016 property insurance policy. Every new property purchased by the county is added to the policy, and the premium increases accordingly.

Funding is available in the Risk Management budget to cover the associated costs of the contract.

### **E. Alternatives**

1. Approve the purchase of property insurance for FY 17 with Arthur J. Gallagher Risk Management serving as the insurance broker through Travelers Indemnity Company.

2. Do not approve the purchase of property insurance for FY 17 with Arthur J. Gallagher Risk Management serving as the insurance broker through Travelers Indemnity Company.

**F. Recommendation**

It is recommended that Council approve a one year extension for the current property insurance broker in order for property insurance to be purchased for 2016-2017.

This extension would allow the new Risk Manager adequate time to research potential brokers and property insurance needs, properly evaluate the proposal rating method used by Risk Management in the past, and to prepare a request for proposals for 2017-2018.

Recommended by: Brittney Hoyle  
Department: Risk Management  
Date: 2/1/16

**F. Reviews**

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

**Finance**

Reviewed by Daniel Driggers:  
✓ Recommend Council approval

Date: 2/3/16  
 Recommend Council denial

**Procurement**

Reviewed by: Cheryl Patrick  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 02/03/2016  
 Recommend Council denial

**Legal**

Reviewed by: Elizabeth McLean  
 Recommend Council approval  
Comments regarding recommendation: Policy decision left to Council's discretion.

Date: 2/3/16  
 Recommend Council denial

**Administration**

Reviewed by: Roxanne Ancheta  
✓ Recommend Council approval

Date: February 3, 2016  
 Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the purchase of property insurance for FY 17 with Arthur J. Gallagher Risk Management serving as the insurance broker through Travelers Indemnity Company.

# Richland County

## Client Authorization To Bind Coverage

After careful consideration of Gallagher's proposal dated 6/10/2015, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property	Travelers Indemnity Company (Travelers Group)
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	TRIA Coverage - \$3,250.00	

### Producer/Insured Coverage Amendments and Notes:

N/A

DAC  
Client Initials

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: [Signature]  
Specify: owner, partner or corporate officer

David Chambers  
Print Name

Date: 6-10-2015

Annual Bill

# Richland County Council Request of Action

**Subject:**

Renewal of the Liability Claims Administrator

## Richland County Council Request of Action

**Subject:** Renewal of the Liability Claims Administrator

### **A. Purpose**

County Council is requested to approve a one year extension to Hewitt Coleman as the County's liability claims administrator.

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

Hewitt Coleman of Greenville, S.C. is the County's liability claims administrator. Their contract with the County ends in July 2016.

The County's Risk Manager receives liability claims against the county and screens for reportable claims. If a claim is reportable, it is sent to the liability claims administrator. The administrator must promptly respond to, coordinate with, and obtain approval from the Risk Manager for disposition for all claims. The administrator prepares a variety of monthly and annual reports. The liability claims administrator handles approximately 150 claims per year and plays a vital role in the county's liability claims process.

In 2011, the County submitted a request for proposals for the liability claims administrator. Hewitt Coleman was selected as the County's liability claims administrator.

The most recent extension with Hewitt Coleman occurred in June 2015, and expires July 1, 2016.

Staff is requesting Council approval of Hewitt Coleman as the liability claims administrator for one year in order to allow the new Risk Manager adequate time to research potential administrators, properly evaluate the proposal rating method used by Risk Management in the past, and prepare a request for proposals for FY 2017-2018.

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

June 2015 – One year extension of the contract with Hewitt Coleman.

### **D. Financial Impact**

The projected yearly claims administration fee, which is within the proposed budget, is the same as this year's cost. This year's cost is \$90,086.

Funding is available in the Risk Management budget to cover the associated costs of the contract extension.

### **E. Alternatives**

1. Approve a one year extension to Hewitt Coleman as the County's liability claims administrator.
2. Do not approve a one year extension to Hewitt Coleman as the County's liability claims administrator.

**F. Recommendation**

It is recommended that the services of the current liability claims administrator be extended for one year.

If the county switched administrators, the new administrator would charge a one-time, upfront fee between \$52,500 and \$86,250 to take over open claims. This fee would be in addition to the yearly claims administration fee. These figures are from the 2011-2012 proposals, and they would likely be even higher now.

The substantial fees associated with switching providers make the proposal evaluation process quite complex. This extension would allow the new Risk Manager adequate time to research potential administrators, properly evaluate the proposal rating method used by Risk Management in the past, and prepare a request for proposals for 2017-2018.

Recommended by: Brittney Hoyle

Department: Risk Management

Date: 2/1/16

**F. Reviews**

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

**Finance**

Reviewed by Daniel Driggers:

Date: 2/2/16

✓ Recommend Council approval

Recommend Council denial

**Procurement**

Reviewed by: Cheryl Patrick

Date: 02/02/2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/3/16

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Roxanne Ancheta

Date: February 3, 2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve a one year extension to Hewitt Coleman as the County’s liability claims administrator.



## SERVICE AGREEMENT

In consideration of the mutual covenants herein contained, Hewitt, Coleman & Associates, Inc., hereinafter referred to as the "Company", does hereby contract and agree with Richland County, SC hereinafter referred to as the "County", as follows:

1. **Appointment.** The County hereby appoints the Company as Service Agent upon the terms and conditions hereinafter set forth.

2. **Term.** This Service Agreement shall be effective for a period of twelve (12) months from 12:01 a.m. July 1, 2015 to July 1, 2016. This Service Agreement may be renewed upon written agreement of the parties.

3. **Duties and Authority of Company.** The services to be performed by the Company, during the time this Agreement remains in effect, shall include:

3.1 Provide claims administration for the County's General Liability claims.

3.2 Maintain records by line and department records of all details incident to payments. It is expressly understood that the Company shall not be required to advance its own funds to pay losses or allocated loss expenses hereunder. It is further understood that if County fails to provide sufficient funds required to make timely claim payments, Company will have no obligation to perform any further services and may terminate this Agreement upon ten (10) days' written notice.

3.3 Make such investigations as it deems necessary to determine such obligations and negotiate the settlement of and/or effect the compromise of any claims or suits arising out of such obligations. Settlements will be made in consultation with the County.





3.4 In coordination with the County, arrange for the defense of any claims, suits, or other proceeding arising out of, or claimed to arise out of, such obligations. The cost of any such defense shall be paid by the County and included in the loss experience costs.

- 3.5 Furnish records by division showing:
- a. The number, type, and severity of accidents.
  - b. All payments made by, or on behalf of, County for benefits or expenses.
  - c. Estimate of all reserves for actual, anticipated, or potential benefits or expenses.

4. **Compensation.** The annual service fee payable during the term of this Agreement by the County to the Company in consideration of the services outlined above shall be:

General Liability: \$635.00 per Claim

Auto Liability: \$635.00 Per Claim

"Pro-Se" \$154.00 Per Claim

Incident Only \$ 38.00 Per Claim

(Includes law enforcement and public officials)

Subject to an annual Minimum of \$65,000

Fees will be billed quarterly in advance.

5. **Termination.** Either party may terminate this Agreement at any time for material breach of contract, gross negligence, wanton misconduct, or fraud. Such termination for cause shall be by written notice specifying the grounds for termination. Said notice shall be effective when received except in the case of material breach of contract. In the case of material breach of contract, said notice shall be effective if the breach is not cured within thirty (30) days of receipt of written notice specifying the material breach. Upon any termination of this Agreement, the Company shall return all books, records, files, and other items pertaining to the County and its claims and shall have no further obligation to perform any services imposed upon the Company by this Agreement. The Company shall further assist in the orderly transition of such administration.



If requested by the County, Company will continue to process claims open at termination of this Agreement, provided that the County continues to make available adequate funds for the payment of such claims and any allocated loss expenses. The additional fee for this service shall be negotiated and agreed to prior to the effective date of termination.

6. **Employee Solicitation.** Each party agrees not to solicit employment from any employee of the other party during the term of this Agreement and for a period of one year thereafter, except as otherwise agreed in writing between the parties.

7. **Waiver of Breach.** Failure of either party to claim a breach or to terminate this Agreement when cause for termination exists shall not constitute a waiver of subsequent breaches or subsequent causes for termination.

8. **Losses By Parties.** The County agrees to pay for any and all liability, loss or damage the Company may suffer as a result of claims, demands, costs, or judgments against it arising out of the County's performance, or lack thereof, of its duties and obligations as self-insurer, arising out of this Agreement or arising out of actions taken by the Company at the direction of the County. The Company will pay for any and all liability, loss or damage the County may suffer as a result of claims, demands, costs or judgments against it arising out of the Company's performance, or lack thereof, of its duties and obligations as third party administrator or arising out of this Agreement, provided the action was not the direct result of a specific direction given by the County and acted upon by the Company. Each party owes the other a duty of reasonable care at all times in the performance of its duties.

9. **Modification.** This Agreement may only be amended or modified by a writing signed by the parties hereto.

10. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the parties hereto, their successors by merger or consolidation, and upon their assigns approved by the other party in writing.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.



12. **Applicable Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of South Carolina

**HEWITT, COLEMAN &  
ASSOCIATES, INC.**

**Richland County, SC**

By: *[Signature]*  
Title: Pres/COO  
Date: 6/8/15

By: *[Signature]*  
Title: County Administrator  
Date: 18 June 2015

## Richland County Council Request of Action

**Subject:**

Sponsorship Request: 2016 Army Ball and the Official 100th Anniversary Kick-Off event

## **Richland County Council Request of Action**

**Subject:** Sponsorship Request: 2016 Army Ball and the Official 100<sup>th</sup> Anniversary Kick-Off event

### **A. Purpose**

County Council is requested to approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson.

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

This request came from a constituent, Bill Dukes. While this is not a Military Task Force initiative, per Mr. Dukes, it is another great opportunity for the greater community to show that we are a military friendly community. The County previously worked with Mr. Dukes to fund the Purple Heart Bus in 2015. The City of Columbia, Richland County, and Central Midlands Regional Transit Authority (The COMET) partnered to wrap a COMET bus to honor Purple Heart Recipients.

The City of Columbia is also being approached by Mr. Dukes to participate in this request.

The 2016 Army Ball will be the official kickoff for a one year celebration of the 100<sup>th</sup> Anniversary of Fort Jackson. Fort Jackson and the Midlands community are developing plans for a full calendar of events between June 2016 and June 2017 to celebrate the Centennial event. The “Official Birthday” will be celebrated on June 2, 2017 at Fort Jackson.

Mr. Dukes noted that last year he was able to convince the Fort Jackson leadership to contract with the Columbia Convention Center to bring the 2015 Army Ball event into the community. Mr. Dukes noted that he was able to garner financial support from 30 businesses and individuals to support the Ball.

Per Mr. Dukes, the sponsorships from local businesses and individuals last year helped keep the cost of attendance at a reasonable price for the soldiers and their guest(s), and as a result of this support, over 700 soldiers were able to attend the Army Ball.

Also, per Mr. Dukes, a large number of non-military guests attended. Mr. Dukes noted that the 2015 Army Ball was very successful and the attendance was over 800, which was a record attendance for the Fort Jackson sponsored Army Ball.

Per Mr. Dukes, since the 2015 Army Ball was such a success, the Fort Jackson leadership made a decision to have the 2016 Army Ball at the Columbia Convention Center. The 2016 Army Ball will be expanded and will include soldiers and guests from Fort Jackson, Army Central Command and the South Carolina Army National Guard.

Mr. Dukes noted that the goal for the 2016 Army Ball is to request the City of Columbia and Richland County to be Presenting Sponsors at \$10,000 each. Additional sponsorship opportunities will be made available to businesses, organizations and individuals in the community.

Mr. Dukes noted that he has met with the CFO of the City of Columbia regarding the Presenting Sponsor request, and the conversations have been favorable.

According to Mr. Dukes the Presenting Sponsorships and other sponsorships will allow the organizing committee to structure the cost of tickets for soldiers and their guests at a very reasonable rate. This will enable a higher percentage of lower ranking soldiers to be able to afford the cost of the Army Ball and will result in a larger attendance.

The sponsorships will also allow the organizing committee the opportunity to enhance the Army Ball experience for 2016. Funds were limited last year and there were limits on what could be offered for the soldiers and their guests.

Per Mr. Dukes, over 70% of the soldiers assigned permanently to Fort Jackson and Army Central Command live off base and in our community. The soldiers and family members will recognize that the local governments and members of the community stepped up to provide support for the Army Ball.

Per Mr. Dukes, the community support of the Army Ball and attendance by elected officials, business and civic leaders will send a strong message about how our community supports Fort Jackson, Army Central Command and our Army National Guard soldiers and their families.

**C. Legislative / Chronological History**

There is no legislative history associated with this request.

**D. Financial Impact**

The financial impact to the County will be \$10,000. A funding source will need to be identified (e.g., Council's discretionary accounts, County General Fund).

Council may consider making the County's participation as a Presenting Sponsor contingent upon the City of Columbia agreeing to also be a Presenting Sponsor.

**E. Alternatives**

1. Approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson.
2. Approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson, contingent upon the City of Columbia also providing equal (or greater) funds to be a Presenting Sponsor.
3. Do not approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson.

**F. Recommendation**

This is a policy decision at the discretion of Council.

Recommended by: Richland County Administration on behalf of Bill Dukes

Department: Administration

Date: 2/11/16

### **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.

**Staff review of this item is ongoing. Staff recommendations on this request will be provided to Council under separate cover on Monday (2/22/16).**

# Richland County Council Request of Action

**Subject:**

One Year Extension of the City of Columbia-Richland Communications Center Agreement



## Richland County Council Request of Action

**Subject:** One Year Extension of Columbia-Richland Communications Center Agreement

### **A. Purpose**

County Council is requested to implement a one year extension of the County's Communications Center Intergovernmental Agreement with the City of Columbia for the operation of the Columbia-Richland Communications Center.

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

Richland County and the City of Columbia have an Intergovernmental Agreement (IGA) to operate a consolidated 911 dispatch center (CRC 911). In July 2010, the County entered into an IGA with the City of Columbia to operate the CRC 911, which expired on June 30, 2015.

In July 2015, the County agreed to a one – year extension of the IGA, which will expire on June 30, 2016.

At this time, Council is requested to extend the IGA for one – year, effective July 1, 2016 and ending on June 30, 2017. The extension will allow staff additional time to identify the manner in which the County may proceed relative to the operation of the CRC 911 in future years.

The addendum to extend the IGA has also been forwarded to Columbia City Council for consideration and approval.

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

- CRC 911 IGA effective on July 1, 2010 and expired on June 30, 2015 – see attached IGA.
- CRC 911 IGA extended for one year, effective July 1, 2015 and will expire on June 30, 2016 – see attached extension.

### **D. Financial Impact**

The 911 IGA is funded through the County's General Fund, Fire Fund and Emergency Telephone System fund. Funding should be available in the FY 17 budget.

### **E. Alternatives**

1. Approve the request to extend the CRC 911 IGA for one year. If approved, the extension will be effective July 1, 2016 and will expire on June 30, 2017.
2. Do not approve the City's IGA request to extend the CRC 911 IGA for one year.

### **F. Recommendation**

It is recommended that Council approve the request for a one year extension of the CRC 911 IGA.

Report by: Kevin Bronson

Department: Administration

Date: January 20, 2016

## 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: 2/4/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Procurement

Reviewed by: Cheryl Patrick

Date: 02/04/2016

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Emergency Services

Reviewed by: Michael Byrd

Date: February 4,2016

✓ Recommend Council approval

Recommend Council denial

### Sheriff

Reviewed by: Chris Cowan

Date: February 4, 2016

Recommend Council approval

Council is requested to extend the IGA for one year to allow staff additional time to identify the manner in which the County may proceed relative to the operation of 911 in future years.

### Legal

Reviewed by: Elizabeth McLean

Date: 2/18/16

Recommend Council approval

Recommend Council denial

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

### Administration

Reviewed by: Kevin Bronson

Date: 2/18/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Addendum to Existing IGA to Extend the Contract One Year**

STATE OF SOUTH CAROLINA     )     911 COMMUNICATIONS CENTER  
   )     CONSOLIDATION AGREEMENT EXTENSION  
COUNTY    OF    RICHLAND    )

WHEREAS, the 911 Communications Center Consolidation Agreement ("911 Agreement") between the City of Columbia ("City") and Richland County ("County"), entered into on July 1, 2010 will expire on July 1, 2016; and,

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2016 and ending on June 30, 2017;

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2016 to June 30, 2017.

Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

-----

BY: -----

-----

ITS: -----

CITY OF COLUMBIA

-----

BY: -----

Teresa B. Wilson

-----

ITS: City Manager

APPROVED AS TO FORM  
*Janne Lisowski*  
Legal Department City of Columbia, SC

Richland County Attorney's Office  
*Elizabeth J. McLean*  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content.

**Executed Extension of the IGA**

STATE OF SOUTH CAROLINA     )     911 COMMUNICATIONS CENTER  
   )     CONSOLIDATION AGREEMENT EXTENSION  
COUNTY OF RICHLAND         )

**WHEREAS, the 911 Communications Center Consolidation Agreement ("911 Agreement") between the City of Columbia ("City") and Richland County ("County"), entered into on July 1, 2010 will expire on July 1, 2015; and,**

**WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2015 and ending on June 30, 2016;**

**NOW, THEREFORE, In consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:**

**Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2015 to June 30, 2016.**

**Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.**

**IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this \_\_\_\_ day of \_\_\_\_\_, 2015.**

Richland County Attorney's Office

Elizabeth J. Mc

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

WITNESSES:

Adriana M  
-----  
-----

RICHLAND COUNTY, SOUTH CAROLINA

BY: Tony McDonald  
-----

ITS: Administrator  
-----

CITY OF COLUMBIA

Erika D. Moore  
-----  
S. S. Drake  
-----

BY: Teresa B. Wilson  
-----  
Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM

Janna Lisowski  
-----  
Legal Department City of Columbia, SC

# 2010 - 911 Communications Center Consolidation Agreement

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )     911 COMMUNICATIONS CENTER CONSOLIDATION AGREEMENT

This Agreement is entered into this 1 day of July, 2010, by and between Richland County ("County") and the City of Columbia ("City").

### BACKGROUND:

In 1999, the Columbia-Richland Communications Center (CRC 911) became operational as a result of the 911 Communications Consolidation Agreement between the City of Columbia and Richland County.

Located within CFD Firehouse #1 (1800 Laurel Street), CRC 911 is the primary Public Safety Answering Point (PSAP) for Richland County, providing consolidated emergency dispatch services for the Columbia Police Department, the Richland County Sheriff's Department, the Columbia Fire Department, and the Richland County Emergency Services Department.

### WITNESSETH:

WHEREAS, the County and City Councils desire to continue the operation of the Columbia-Richland Communications Center, a consolidated 911 dispatch center, commonly referred to as CRC 911; and,

WHEREAS, CRC 911 will continue to operate in accordance with the Richland County 911 Plan as approved by the State of South Carolina Budget and Control Board, Office of Information Resources ("OIR"); and,

WHEREAS, CRC 911 will continue to answer 911 phone calls from the public in the unincorporated areas of the County, the City of Columbia, the City of Arcadia Lakes, the City of Blythewood, and the City of Eastover; coordinating and dispatching public safety agency workers to emergency and non-emergency calls for assistance, logging dispatch information into a computer-aided dispatch system, recording emergency radio and telephone conversations, obtaining background information, such as NCIC checks and registration information, and coordinating backup assistance for public safety workers;

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **OPERATIONAL CONTROL:** The County and City shall continue operation of the Oversight Committee, composed of the following officials, or their respective designees: the Richland County Emergency Services Department, the Richland County Sheriff's Department, the Columbia Police Department, the Columbia Fire Department, the City Manager, the County Administrator, and the CRC 911 Director.  
  
The Oversight Committee shall meet with the CRC 911 Director at least four (4) times per calendar year, and will provide guidance on the operation of CRC 911.  
  
The Oversight Committee shall advise the CRC 911 Director, who is responsible for the daily operations. Each public safety agency is responsible for establishing the policies and procedures for dispatching their respective agencies. These policies shall be implemented and enforced by the CRC 911 Director.
2. **FINANCIAL:**
  - a. The County will continue to administer the 911 Emergency Telephone System Fund which supports the continuing maintenance and replacement costs of the 911 telephony system, radio consoles/workstations, and all other related equipment and/or systems. The parties shall continue to share the cost for the operation of CRC 911, subject to the appropriation of funds for such purpose by the respective bodies. Title to 911 dispatch consoles shall be jointly held by the City and County.
  - b. The CRC 911 Director shall prepare annual operating budget requests (City/County) for the system and shall submit the budget requests to the controlling authorities (Columbia City Manager & Richland County Administrator) for review and approval, no later than January 15<sup>th</sup> (County share of budget request), and February 20<sup>th</sup> (City share of budget request) of each calendar year. Proposed modifications to the budget requests must be provided to the controlling authorities by the CRC 911 Director within thirty (30) days of receipt of the initial budget requests.
3. **LEVEL OF SERVICE:** CRC 911 will continue to provide the current level of service to each party, to the extent funds have been appropriated and will, to the same extent, support each agency's requirements as identified in the established policies and procedures.
  - a. Both parties agree that any request for additional, non-911 related, "value added" services, must be reviewed, and approved by both controlling authorities prior to implementation.
  - b. The CRC 911 Director will be consulted regarding the financial and/or operational impact created by any additional "value added" service request.

4. **BUILDING:** CRC 911 will continue to be located at 1800 Laurel Street. The City will be responsible for providing CRC 911 operational and maintenance needs.
  - a. Due to the rapid growth of the City of Columbia and Richland County, maintaining a state-of-the-art emergency communications center is necessary to ensure efficient and professional services to citizens and user agencies.
  - b. Both parties agree to initiate a joint (City/County) Feasibility Study, facilitated by the CRC 911 Director, within twenty-four (24) months from the effective date of this Agreement.
    1. Feasibility Study: The focus of the Feasibility Study will be the identification of viable options of either expanding current space availability, or procuring a new facility in order to acquire dedicated training facilities, technology areas, conference areas, personnel maintenance facilities, supervisory areas, and storage (records) areas.
    2. The study and associated recommendations will be presented to the Oversight Committee for consideration and approval.
    3. All approved recommendations will be included in the next fiscal year's budget proposal to the controlling authorities.
  
5. **MAINTENANCE:** Maintenance of the 911 system equipment and console equipment will be funded by available 911 subscriber fee revenues.
  - a. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer-Aided Dispatch (CAD) system will be included in the annual CRC 911 budget and shall be borne equally by the parties.
  - b. Both parties agree to continue to equally share the operational cost of CRC 911; to include, but not limited to, other operational, maintenance, and/or administrative costs, including personnel/staffing costs, subject to the appropriation of funds for such purpose by the respective governing bodies.
  
6. **PERSONNEL:** During the course of this Agreement all current and future CRC 911 personnel will continue to be considered employees of the City of Columbia.
  
7. **ACQUISITION OF DISPATCH EQUIPMENT:** Through the use of available 911 subscribers' fees, the County shall continue to provide sufficient 911 dispatch equipment required to properly operate CRC 911. The County, through the use of available 911 subscribers' fees, shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 services.
  
8. **AUDIT:** All County funds, including 911 tariff funds used to support the operations of CRC 911, will be subject to audit by the County.
  
9. **DURATION:** The term of this Agreement shall be for a period of five (5) years commencing upon the date of acceptance.
  
10. **TERMINATION:** Either party may terminate this Agreement upon twelve (12) months' written notice to the other party of its intent to do so. However, termination of this Agreement shall not result in disruptions of 911 services to either party.
  
11. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof, other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

*Lynne Keating*  
*Debbie Brown*

WITNESS:

*Cari Arison*  
*Mike D. Salley*

RICHLAND COUNTY

BY: *Milton Pope*  
RS: Milton Pope  
County Administrator

CITY OF COLUMBIA

BY: *Steve A. Gantt*  
RS: Steve A. Gantt  
City Manager

Richland County Attorney's Office

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



# Richland County Council Request of Action

**Subject:**

Motion to Limit the Use of Fiscal Agents

**Notes:**

At the February 9, 2016 Council meeting, the following motion was brought forth.

“As a part of the eligibility requirements of outside agencies receiving funding from Richland County, regardless of the funding source (i.e., Discretionary Grant Program/General Fund, Accommodations Tax & Hospitality Tax), organizations must provide the following:

1. Current organizational line item operating budget reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program or project being supported by County funds
2. IRS determination letter indicating the organization’s 501 c 3 charitable status
3. Proof of current registration as a charity with the SC Secretary of State’s Office
4. Current list of board of directors
5. Most recent 990 tax return

In addition to the abovementioned requirements, the eligibility requirements of outside agencies receiving funding from Richland County through the Hospitality Tax must be met:

1. Applicant organizations must have been in existence for at least one (1) year prior to requesting funds
2. Primary goal is to attract additional visitors through tourism promotion
3. Agencies cannot be an individual, fraternal organization, religious organization, or an organization that supports and/or endorses political campaigns

4. All funds must be spent on direct program expenditures by the organization that is granted the allocation

Given this information, I move that beginning in FY18 all organizations that use a fiscal agent to administer grant funded projects through the Hospitality Tax grant program can only do so for one fiscal year, after which they must have a 501(c)(3) tax exempt status to receive future Hospitality Tax grant funds from the County. [LIVINGSTON & MALINOWSKI]"

Staff is working to move forward with abovementioned motion. Staff will bring this item to the Committee for their consideration at a future Committee meeting.

## Richland County Council Request of Action

**Subject:**

Motion to Expand Staff Recruitment Efforts

**Notes:**

At the February 9, 2016 Council meeting, the following motion was brought forth.

“Have Human Resources expand recruitment efforts to encompass diverse agencies/organizations, such as the National Association of Multicultural Engineering, in order to reach out to a larger and more diverse applicant pool [MALINOWSKI]”

Staff is working to move forward with abovementioned motion. Staff will bring this item to the Committee for their consideration at a future Committee meeting.

## Richland County Council Request of Action

### **Subject:**

Motion Regarding the State's Restrictions on How Hospitality Tax Revenue Can Be Used

### **Notes:**

At the February 9, 2016 Council meeting, the following motion was brought forth:

“That Richland County request the state Legislature to eliminate the unnecessary restrictions on how Hospitality Tax revenue can be used. The Legislature has dictated that revenue from this 2 % tax on prepared meals be restricted to projects related to “tourism”. That means local governments can’t apply these funds to more pressing needs, such as road improvements. Richland County certainly faces some major infrastructure challenges, especially in the aftermath of the recent floods. If we are going to pull money from hard-working taxpayers, we should at least be able to spend it where it’s most needed. In the absence of such legislative action I move we abolish the Hospitality Tax so citizens can keep more of their money. The combined burden of the Hospitality Tax and the Transportation Tax is too much to ask people to shoulder. Certainly a proposal as this will likely stir strong feelings both for and against, but at the very least, we should have a meaningful discussion about the issue [MALINOWSKI]”

Staff is working to move forward with the aforementioned motion.

Staff will bring this item to the Committee for their consideration at a future Committee meeting.

## Richland County Council Request of Action

**Subject:**

Motion Regarding Organizations Receiving One-Time Funding

**Notes:**

At the February 9, 2016 Council meeting, the following motion was brought forth:

“Prior to budget meetings, Council needs to decide if they will not provide funding to organizations who initially received one-time funding but have been receiving it for multiple years [MALINOWSKI]”

Staff is working to move forward with the aforementioned motion.

Staff will bring this item to the Committee for their consideration at a future Committee meeting.