



Richland County Council

Regular Session February 07, 2017 - 6:00 PM Council Chambers

Call to Order

- 1** The Honorable Joyce Dickerson

Invocation

- 2** The Honorable Joyce Dickerson

Pledge of Allegiance

- 3** The Honorable Joyce Dickerson

Approval of Minutes

- 4** Zoning Public Hearing: December 20, 2016 [PAGES 9-12]
- 5** Special Called Meeting: January 10, 2017 [PAGES 13-15]

Adoption of Agenda

- 6**

Presentation

- 7** a. State Conservation Poster Contest Winners: Abigail Annsley Lanier and Abrianna Nicole McClerklin

Report of the Attorney for Executive Session Items

- 8** a. Update on State Legislation



Richland County Council

Citizen's Input

- 9 For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

- 10 a. Status Report – Coordination between the City of Columbia and the County Regarding the Water Service Area [PAGES 16-17]

Report of the Clerk of Council

- 11 a. REMINDER: SCAC Mid-Year Conference and Institute of Government, February 15 and 16, Embassy Suites
- b. February 21, 2017: Heart Disease and Breast Cancer Awareness

Report of the Chair

- 12 a. Personnel Matters (2)
- b. Council Retreat Overview
- c. Youth Summit Overview

Open/Close Public Hearings

- 13 a. A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Health Care Facilities Revenue Refunding Bonds (the Lutheran Homes of South Carolina, Inc.) Series 2017, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$48,500,000
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so as to add Section 1-16 related to payment of legal bills
- c. An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$100,000 of Hospitality Fund Balance to provide seed funding for commemorating Fort Jackson's 100th Birthday
- d. An Ordinance Amending the Richland County Code of Ordinances, Chapter



Richland County Council

2, Administration; so as to restructure the departments of the County

Approval of Consent Items

- 14** 16-036MA
Jeff Stallings
PDD to GC (20 Acres)
8000 Wilson Boulevard
TMS # 14400-01-03 & 14402-03-01 [SECOND READING] [PAGES 18-19]
- 15** 16-037MA
Chip Daniels
RU to GC (2 Acres)
10020 Broad River Road
TMS # R04000-02-04 [SECOND READING] [PAGES 20-21]
- 16** 16-038MA
James Randolph
RS-LD to NC (0.45 Acres)
Welborn Road
TMS # 19203-14-09 [SECOND READING] [PAGES 22-23]
- 17** 16-040MA
Gerald Steele
RS-MD to GC (0.44 Acres, 0.20 Acres & 0.63 Acres - Total 1.69 Acres)
Broad River Rd.
R06108-06-05, -06, -07 & -08 [SECOND READING] [PAGES 24-25]

Third Reading

- 18** An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so add Section 1-16 related to payment of legal bills [PAGES 26-27]
- 19** An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to restructure the departments of the County [PAGES 28-76]
- 20** An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$100,000 of Hospitality Fund Balance to provide seed funding for commemorating Fort Jackson's 100th Birthday [PAGES 77-98]



Richland County Council

Second Reading

- 21 Authorizing the provision of water and sewer infrastructure to the Pineview Industrial Park and the execution of certain agreements related thereto; authorizing an amendment to the master agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County ("Park") to amend the internal distribution to Richland County for property located in the Pineview Industrial Park area of the park; and other related matters [PAGES 99-111]

First Reading

- 22 An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$200,000.00 of Hospitality Fund Balance to the SC Air National Guard to assist in funding for advertisement and promotion of the 2017 South Carolina Guard Air & Ground Expo [PAGES 112-115]

Report of the Administration and Finance Committee

- 23 CASA: Memorandum of Agreement with SC Department of Social Services [PAGES 116-143]

Report of Economic Development Committee

- 24 a. South Carolina Department of Commerce request for the County to serve as a pass through for a grant to DESA, Inc. [PAGES 144-175]
b. A Resolution Authorizing a grant to certain funds to Project Sweet Tea [PAGES 176-177]

Report of Rules & Appointments Committee

Notification of Appointments

- 25 Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena and one applicant must be from the consumer industry) [PAGES 178-183]
a. Terrasel T. Jones
- 26 Business Service Center Appeals Board – One (1) Vacancy (Applicants must be



Richland County Council

in Business Industry) [PAGES 184-185]

- a. Kitwanda Cyrus
- 27** Central Midlands Council of Governments (CMCOG) – One (1) Vacancy [PAGES 186-190]
 - a. Julie-Ann Dixon
 - b. Douglas J. Fabel
- 28** Employee Grievance Committee – One (1) Vacancy – (Applicant must be a Richland County employee) [PAGES 191-192]

- a. Deborah P. Moore

Other Items

- 29** A Resolution to appoint and commission Christopher R. Thompson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 193]
- 30** A Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Health Care Facilities Revenue Refunding Bonds (the Lutheran Homes of South Carolina, Inc.) Series 2017, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$48,500,000 [PAGES 194-195]

Citizen's Input

- 31** Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 32**
 - a. Resolution honoring Satch Krantz for his years of service to the Riverbanks Zoo. [ROSE]
 - b. I move that we re-phrase County Administrator Seals' question number six from the Council Retreat to read as: Should County Government operate at a



Richland County Council

lower millage?" and it be referred to the Council's ad hoc Budget Committee with the consideration of the Poors and Moody Aaa bond designation for our county; and the consideration of matters such as the need for a new county courthouse and protecting the citizens safety through means such as the emergency medical services (EMS), fire services and policing. [MANNING]

c. I move that if the State Government does not fully fund Richland County as specified by the original formula when Act 388 was passed, that a uniform service charge on tax exempt property be imposed. [MANNING and PEARCE]

d. Richland County lost millions of dollars by not collecting taxes on Sexual Oriented Businesses (SOB) for the past five years. I move that the Legal Department along with Administration explore recovering the funds from businesses directly [JACKSON]

e. Revisit motion to find or sensor Council members who leak executive session information or not have Executive Sessions. Either it is confidential or not [JACKSON]

f. Explore funding Eco Tourism with funds from Mitigation Bank Credits and Economic Development [JACKSON]

g. Clarify Richland County Council's role in managing the Election Commission's budget and authority to hire and fund legal services. NOTE: There have been several discussions on authority of the Election Commission Board and control of their budget. Who has the authority to make decisions, The Board, County Council or the Legislative Delegation? [JACKSON]

h. Release funding to the Recreation Commission for programs for children to prevent cancelation of those programs especially after school programs. [JACKSON]

i. The City of Columbia announced that they will be targeting Hospitality Tax businesses in the unincorporated area for annexation to take HTax funds. The City receives more than \$10 million annually while the unincorporated area receives over \$5 million annually. The County spends more than half its funds in the City while the City spends its funds in the City only. I move unless the City develops an IGA or MOU with the County not to take target and take the County HTax funds that Richland County then there should some discussion to reevaluate collection of the HTax funds [JACKSON]

k. Resolution recognizing Clemson University and former Lower Richland



Richland County Council

Diamonds Marcus Edmond on his success leading the Tigers to National Champions. [JACKSON]

1. Adjust mandated funding for programs and agencies by the percentage reduced by the LGF [JACKSON]

Adjournment



Richland County Council



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

ZONING PUBLIC HEARING

December 20, 2016
7:00 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. Rush called the meeting to order at approximately 7:00 PM

ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated staff is requesting the deferral of the text amendment: "An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map". Additionally, the applicants on several map amendments have requested deferral, which will need to be taken up when the item comes up on the agenda.

ADOPTION OF THE AGENDA

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

MAP AMENDMENTS

16-029MA, Richard Bates, CC-1 to CC-3 (2.63 Acres), Crane Church Rd., 09513-01-07(p) [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Johnny Bland and Mr. Richard Bates spoke in favor of this item.

Mr. Anthony Ervin, Sr. and Rep. Joe McEachern spoken in opposition of this item.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.

16-032MA, Gene Jones, RS-LD to RU (15.3 Acres), 915 North Brickyard Road, 20100-03-31 [FIRST READING]



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Julie-Ann Dixon
Norman Jackson
Paul Livingston
Bill Malinowski
Jim Manning
Dalhi Myers
Seth Rose

Others Present:

Tracy Hegler
Michelle Onley
Tommy DeLage
Geo Price
Gerald Seals
Larry Smith
Ashley Powell
Latoisha Green
Kimberly Williams-Roberts
Cheryl Johnson

**Richland County Council
Zoning Public Hearing
Tuesday, December 20, 2016
Page Two**

Mr. Rush opened the floor to the public hearing.

Mr. Gene Jones spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Ms. Dixon, to deny the re-zoning request and direct staff to assist Mr. Jones with rehabbing the existing building or seeking a variance from the Board of Zoning Appeals. The vote in favor was unanimous.

16-033MA, Oscar Level, Jr., RU to NC (3.7 Acres), 5480 Bluff Road, 18800-02-29 [FIRST READING]

Ms. Myers moved, seconded by Ms. Dixon, to defer the public hearing and the item until the February Zoning Public Hearing. The vote in favor was unanimous.

16-034MA, Joseph Gidron, M-1 to RU (0.22 Acres), 116 Elite Street, 14206-02-07 [FIRST READING]

Mr. Manning moved, seconded by Ms. Dixon, to defer the public hearing and the item until the February Zoning Public Hearing. The vote in favor was unanimous.

16-035MA, Derrick Harris, RU to LI (1.83 Acres), 7708 Fairfield Road, 12000-02-22 [FIRST READING]

Ms. Dixon moved, seconded by Mr. Jackson, to defer the public hearing and the item until the February Zoning Public Hearing. The vote in favor was unanimous.

16-036MA, Jeff Stallings, PDD to GC (20 Acres), 8000 Wilson Boulevard, 14400-01-03 & 14402-03-01 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Johnny Bland spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

16-038MA, James Randolph, RS-LD to NC (0.45 Acres), Welborn Road, 19203-14-09 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. James Randolph spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

16-037MA, Chip Daniels, RU to GC (2 Acres), 10020 Broad River Road, R04000-02-04 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Drake Kaiser spoke in favor of this item.

Mr. Melvin Davis spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

16-039MA, Cynthia Miller and Mike Jones, RU to RS-LD (1.22 & 1.28 Acres) (2.5 Total Acres), 39 and 43 Love Valley Ct., R01416-05 & 06 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Ms. Jennifer Youngs spoke in opposition of this item.

Mr. Manning moved, seconded by Ms. Dixon, to waive the rules and allow the citizen an additional two (2) minutes since she is speaking on behalf of a group of citizens. The vote in favor was unanimous.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Dixon, to deny this re-zoning request. The vote in favor was unanimous.

16-040MA, Gerald Steele, RS-MD to GC, (0.44, 0.20 & 0.63 Acres) (1.69 Total Acres), Broad River Rd., R06108-06-05, 06, 07 & 08) [FIRST READING]

Mr. Rush opened the floor to the public hearing.

The citizen chose not to speak at this time.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

TEXT AMENDMENT

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map – This item was deferred.

OTHER BUSINESS

Update - Capital City Mill District Master Plan – Ms. Latoisha Green gave a brief update on the Capital City Mill Master Plan. Ms. Green stated the Boudreaux Group has been hired as a consultant on the project. The three neighborhoods involved in the study are: Olympia, Whaley and Granby. There will be several opportunities for public input before the adoption process begins. There are four (4) main ideas the project team has recommended: (1) place making; (2) managing traffic; (3) connectivity; and (4) stormwater management.

ADJOURNMENT

The meeting adjourned at approximately 8:05 PM

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING

January 10, 2017
4:45 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 4:45 PM

APPROVAL OF MINUTES

Special Called: December 20, 2016 – Mr. Malinowski moved, seconded by Mr. C. Jackson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. N. Jackson moved, seconded by Mr. Manning, to adopt the agenda as published. The vote in favor was unanimous.

ELECTION OF THE CHAIR

Mr. Livingston moved, seconded by Mr. Manning, to nominate Ms. Dickerson for the position of Council Chair.

Mr. Manning moved, seconded by Mr. Livingston, to close the floor for nominations and elect Ms. Dickerson by acclamation.

FOR

Rose
Malinowski
C. Jackson
N. Jackson
Pearce
Kennedy
Livingston
Dickerson
Myers
Manning
McBride

AGAINST

The vote in favor of electing Ms. Dickerson to the position of Council Chair by acclamation was unanimous.



Committee Members Present

Joyce Dickerson, Chair
Bill Malinowski, Vice Chair
Calvin "Chip" Jackson
Norman Jackson
Gwendolyn Davis Kennedy
Paul Livingston
Jim Manning
Yvonne McBride
Dalhi Myers
Greg Pearce
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Daniel Driggers
Michelle Onley
Quinton Epps
Brandon Madden
Larry Smith
Brad Farrar
Dwight Hanna
Beverly Harris
Valeria Jackson
Kevin Bronson
Janelle Ellis

ELECTION OF VICE CHAIR

Ms. Myers moved, seconded by Mr. Livingston, to nominate Mr. Malinowski for the position of Vice Chair.

Mr. Pearce moved, seconded by Mr. Manning, to close the floor for nominations and elect Mr. Malinowski by acclimation.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
C. Jackson	
N. Jackson	
Pearce	
Kennedy	
Livingston	
Dickerson	
Myers	
Manning	
McBride	

The vote in favor of electing Mr. Malinowski to the position of Vice Chair by acclimation was unanimous.

Mr. Smith recited the duties of the Chair and Vice Chair for the record.

SELECTION OF SEATS

1. Pearce
2. Rose
3. C. Jackson
4. N. Jackson
5. Malinowski
6. Dickerson
7. Livingston
8. Kennedy
9. Myers
10. Manning
11. McBride

ADJOURNMENT

The meeting adjourned at approximately 4:58 PM.

**Richland County Council
Special Called Meeting
Tuesday, January 10, 2017
Page Three**

Joyce Dickerson, Chair

Bill Malinowski, Vice-Chair

Calvin "Chip" Jackson

Norman Jackson

Gwendolyn Davis Kennedy

Paul Livingston

Jim Manning

Yvonne McBride

Dalhi Myers

Greg Pearce

Seth Rose

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



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

April 14, 2015

Ms. Teresa Wilson, City Manager
City of Columbia
PO Box 147
Columbia, SC 29217

Dear Teresa,

As a follow up to our discussion, this is to advise you of Richland County Council's vote to require the City of Columbia to obtain permission prior to extending water service in the unincorporated areas of Richland County.

As a point of reference, Richland County Code Section 24-11, enacted June 16, 1982, made the unincorporated areas of the county a "designated service area" within the meaning of Section 5-7-60 of the South Carolina Code of Laws, 1976 (see below).

Sec. 24-11. Background and policy.

(a) The county council, as the governing body of the county, hereby certifies that water and sewer service is now being provided, funds have been budgeted for such service, and funds for such services have been applied for; and that the unincorporated areas of the county constitute a "designated service area" within the meaning of section 5-7-60 of the South Carolina Code of Laws, 1976.

(b) Pursuant to a 1978 referendum of its citizens, the county council undertook to plan and implement a county-wide system for providing water and sewer services under its obligations imposed by home rule (section 4-9-30(5) of the South Carolina Code of Laws, 1976), and as authorized by section 16 of Article VIII of the South Carolina Constitution, the county is under an obligation to furnish the services required or to see that it is furnished in an orderly and comprehensive plan particularly since portions of the county have been and are at the present time in desperate need of sewer and water facilities, and the health, safety and welfare of the county's citizens must be protected as a part of the county's legal as well as moral obligation.

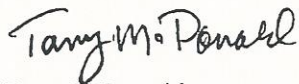
(c) The county further recognizes its obligations as a designated service area as defined by section 5-7-60 of the South Carolina Code of Laws, 1976, and therefore enacts this division, pursuant to the county's general police power as well as the above-referenced authority.

(Ord. No. 939-82, § 1, 6-16-82)

Therefore, based upon the section above, the County asks that the City request permission prior to serving customers in the unincorporated areas of Richland County.

If you have any questions, please feel free to give me a call, or we can schedule a meeting to discuss.

Sincerely,

A handwritten signature in black ink that reads "Tony McDonald". The signature is written in a cursive style with a large, stylized "M".

Tony McDonald
County Administrator

Richland County Council Request of Action

Subject:

16-036MA
Jeff Stallings
PDD to GC (20 Acres)
8000 Wilson Boulevard
TMS # 14400-01-03 & 14402-03-01

First Reading: December 20, 2016

Second Reading:

Third Reading:

Public Hearing: December 20, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 14400-01-03 and 14402-03-01 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 14400-01-03 and 14402-03-01 from PDD (Planned Development District) zoning to GC (General Commercial District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: December 20, 2016
First Reading: December 20, 2016
Second Reading: February 7, 2017 (tentative)
Third Reading: February 21, 2017 (tentative)

Richland County Council Request of Action

Subject:

16-037MA
Chip Daniels
RU to GC (2 Acres)
10020 Broad River Road
TMS # R04000-02-04

First Reading: December 20, 2016

Second Reading:

Third Reading:

Public Hearing: December 20, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 04000-02-04 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 04000-02-04 from RU (Rural District) zoning to GC (General Commercial District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Public Hearing: December 20, 2016
First Reading: December 20, 2016
Second Reading: February 7, 2017 (tentative)
Third Reading: February 21, 2017 (tentative)

Richland County Council Request of Action

Subject:

16-038MA
James Randolph
RS-LD to NC (0.45 Acres)
Welborn Road
TMS # 19203-14-09

First Reading: December 20, 2016

Second Reading:

Third Reading:

Public Hearing: December 20, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19203-14-09 FROM RS-LD ((RESIDENTIAL, SINGLE FAMILY, LOW DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19203-14-09 from RS-LD (Residential, Single Family, Low Density District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: December 20, 2016
First Reading: December 20, 2016
Second Reading: February 7, 2017 (tentative)
Third Reading: February 21, 2017 (tentative)

Richland County Council Request of Action

Subject:

16-040MA

Gerald Steele

RS-MD to GC (0.44 Acres, 0.20 Acres & 0.63 Acres - Total 1.69 Acres)

Broad River Rd.

R06108-06-05, -06, -07 & -08

First Reading: December 20, 2016

Second Reading:

Third Reading:

Public Hearing: December 20, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R06108-06-05, 06, 07 & 08 FROM RS-LD (RESIDENTIAL, SINGLE FAMILY, LOW DENSITY DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19203-14-09 from RS-LD (Residential, Single Family, Low Density District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: December 20, 2016
First Reading: December 20, 2016
Second Reading: February 7, 2017 (tentative)
Third Reading: February 21, 2017 (tentative)

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so add Section 1-16 related to payment of legal bills

First Reading: December 6, 2016

Second Reading: December 13, 2016

Third Reading:

Public Hearing: February 7, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-17HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SO ADD SECTION 1-16 RELATED TO PAYMENT OF LEGAL BILLS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 1, General Provisions; is hereby amended by the addition of Sec 1-16, which shall read as follows:

Sec. 1-16. Payment of legal fees or settlement amounts for entities not created by County ordinance or whose members are not appointed by Richland County.

Notwithstanding any other ordinance, Richland County shall not pay the legal fees incurred by any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. Further, Richland County shall not pay any legal judgments ordered against, or any settlement amounts proposed by or on behalf of any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. This ordinance only applies to boards, committees, commissions or similar entities, and does not apply to offices under the direction of County elected officials or offices under the direction of officials appointed by the Richland County Council or the Richland County Administrator.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2017.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Third Reading:
Public Hearing:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to restructure the departments of the County

First Reading: December 13, 2016

Second Reading: December 20, 2016

Third Reading:

Public Hearing: February 7, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-17HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO RESTRUCTURE THE DEPARTMENTS OF THE COUNTY.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article III, Administrative Offices and Officers; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

DIVISION 1. GENERALLY.

Sec. 2-75. Department created.

The office of the county administrator is hereby created as the chief administrative office of the county with such personnel necessary to assist the county administrator in affecting the proper and efficient administration of the affairs of the county government.

DIVISION 2. COUNTY ADMINISTRATOR

Sec. 2-76. Position created; term.

There is hereby created the position of county administrator. The term of office of the county administrator shall be at the pleasure of the council, which may, in its discretion, employ the administrator for a definite term.

Sec. 2-77. Appointment, qualifications and compensation.

The county administrator shall be appointed solely on the basis of his/her executive and administrative qualifications with special reference to his/her actual experience in, and knowledge of, the duties of office as hereinafter prescribed. At the time of his/her appointment, the county administrator need not be a resident of the county or of the state. The compensation of the county administrator shall be fixed by the council by contract.

Sec. 2-78. Chief administrative officer.

The county administrator shall be the chief administrative officer of the county government. He/She shall be responsible to the council for the proper and efficient administration of the affairs of the county government.

Sec. 2-79. Powers and duties.

The powers and duties of the county administrator shall be:

- (1) To direct and supervise the administration of all county officials and departments for which the council is responsible, or may hereafter be responsible, including specifically the construction, maintenance and operation of all county roads, bridges, drainage, buildings and other public works, and the care and maintenance of all personal property owned by the county; the administration of personnel policies, purchase of all supplies and equipment, finance, accounting, budgeting, payroll, auditing and any other administrative responsibilities necessary for implementation of the council's policies;
- (2) To appoint, and when in his/her discretion the welfare of the county requires it, suspend, discharge, transfer, remove or otherwise deal directly with all employees for whom council is responsible, excepting the county attorney, the internal auditor and the clerk of council, and any assistants thereto, who are appointed directly by the council or

who are employed in the offices of elected officials and officials appointed by an authority outside county government as those terms are used in South Carolina Code, 1976, section 4-9-30(7);

(3) To see that all ordinances, resolutions and orders of the council and all laws of the state which are subject to enforcement by him or by officers or department heads and subject, under this article, to his/her direction and supervision are faithfully executed;

(4) To prepare and submit the annual budget and capital program to the council and to execute the budget and capital program adopted by the council, approving all disbursements and expenditures as budgeted and/or authorized by the council;

(5) To confer with and advise all other elected or appointed officials of the county who are not under the immediate control of county council, but who receive financial support from the council, such as probate judges, magistrates, solicitor, sheriff, coroner, auditor, treasurer and the like;

(6) To examine regularly at periods fixed by the council the accounts, records and operations of county boards, commissions, departments, offices, and agencies which receive appropriations from the council; to make regular, monthly reports to the council on county fiscal and other affairs as are appropriate; to keep the council fully advised on the financial conditions and future needs of the county; and to make such recommendations on county affairs as he deems necessary;

(7) To submit to the council at the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year; and

(8) To execute such other powers and duties as may be prescribed from time to time by the council.

Sec. 2-80. Relationships with county employees.

Neither the council nor any of its members shall direct or request the appointment of any person to, or his/her removal from, office by the county administrator or by any of his/her subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the county, except where, by majority vote of council, an inquiry as to the removal of an officer or employee is demanded. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the county administrator, and no member thereof shall give orders to any county employee or subordinate of the county administrator, either publicly or privately.

Sec. 2-81. Bond.

The county administrator shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Secs. 2-82- 2-87. Reserved.

DIVISION 3. OFFICE OF THE COUNTY ADMINISTRATOR; STAFF ASSISTANT COUNTY ADMINISTRATOR

Sec. 2-88. Assistant County Administrator. Position created; selection; appointment.

There are hereby created three (3) positions of assistant county administrator. The assistant county administrators shall be selected and appointed by the county administrator and shall serve at the pleasure of the county administrator with no definite term of office assigned.

Sec. 2-89. Qualifications; compensation.

The assistant county administrators shall be appointed solely on the basis of merit, including executive and/or administrative qualifications with special emphasis on education, training, experience and knowledge of the duties of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration, or some other related discipline. The assistant county administrators shall be paid an annual salary as recommended by the county administrator and approved by county council.

Sec. 2-90. Responsibilities, powers and duties.

The duties and responsibilities of the assistant county administrators shall be:

- (1) To serve as assistant to the county administrator;
- (2) To plan and direct budget studies, research projects and manpower needs;
- (3) To assist in formulating administrative policies;
- (4) To represent and speak for the county administrator in meetings with boards, commissions, citizens groups and officials of various public agencies;
- (5) To collect, compile and interpret data on policies, functions, organization structures, forms and procedures relating to the administration of assigned programs;
- (6) To seek legal opinions and prepare recommendations supported by administration research findings;
- (7) To review departmental reports, proposed programs, supplemental appropriation requests, personnel requisitions, overtime reports, etc., and make or direct investigative reports and recommendations as required;
- (8) To prepare correspondence and reports;
- (9) To act for the county administrator in his/her absence;
- (10) To participate in formulating policies and in developing long range plans; and
- (11) To perform related work as required and as assigned by the county administrator.

Sec. 2-100. Staff and personnel.

~~The assistant county administrators may, with the approval of the county administrator, employ such staff and assistants for positions approved through annual budgetary appropriations by county council, as are deemed necessary to the performance of the duties of the position. They shall be subject to the county personnel system and their compensation determined accordingly.~~

Sec. 2-91. Staff and assistants.

The county administrator may employ such staff and assistants for positions approved through annual budgetary appropriations by county council as are deemed necessary by the county administrator to the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.

DIVISION 4. OFFICE OF THE COUNTY ADMINISTRATOR; OFFICES OFFICE OF STAFF AND HUMAN RESOURCES

Sec. 2-92. Departmental Offices.

The office of the county administrator shall also include the following offices:

(1) Risk Management - The office of risk management is hereby created and the position of director of risk management, who shall be responsible to the county administrator to eliminate, minimize and transfer risk exposure as much as is feasible, and for losses that do occur, to finance and mitigate them in a manner that is in the best interest of the County, including authority to negotiate and settle workers' compensation, general liability, and vehicle liability claims. Disposition of general liability and vehicle liability claims shall be accomplished in collaboration with the county attorney.

(a) Fleet Management - The office of risk management shall include the fleet management program. The program shall work to manage Richland County's fleet.

(b) Occupational Safety – The office of risk management shall include the occupational safety program. The program shall work to keep Richland County employees safe at work and ensure OSHA compliance.

(2) Public Information - The office of public information is hereby created and the position of public information director, who shall be responsible to the county administrator to assist Council and County departments with media and public outreach efforts; manage Richland County's brand to residents, businesses and news outlets through various multi-media platforms and events.

(3) Ombudsman - The office of the ombudsman is hereby created and the position of ombudsman director, who shall be responsible to the county administrator to provide informal assistance to citizens and to assist citizens with county concerns and request for service.

(4) Court Appointed Special Advocates – The office of court appointed special advocates is hereby created and the position of court appointed special advocates director, who shall be responsible to the county administrator to advocate for the best interests of abused and neglected children in Richland County Family Court.

(5) Government and Community Services - The office of government and community services is hereby created and the position of government and community services director, who shall be responsible to the county administrator to facilitate improved community outreach, administration of government services and resolution to community issues.

DIVISION 5. COUNTY ATTORNEY OFFICE OF FINANCE AND BUDGET

Sec. 2-93. Office established.

There is hereby established the office of the county attorney, who shall be the chief legal officer of the county. The county attorney shall be retained from the membership of the county bar by the county council and shall serve at its pleasure.

Sec. 2-94. Eligibility.

No member of the council or of the county legislative delegation, or any partner of any such member, shall be retained as county attorney or assistant county attorney, or perform any service for compensation as an attorney for the council, any county agency which is funded in whole or in part from county funds, or for any board, commission, committee, or agency of the county over which the council has any appointive powers. No member of any county board, commission, committee, or agency which is funded in whole or in part from county funds, or any board, commission, committee or agency of the county over which the council has any appointive powers, or any partner of any such member, shall be attorney or do any legal work for such board, commission, committee, or agency; provided, however, that, a partner of such member may serve as county attorney or as an assistant county attorney.

Sec. 2-95. Duties and responsibilities.

The county attorney shall represent and defend the county and all of its officers in any of the courts of this state or of the United States, shall do such work in connection with county real estate conveyancing, title work and bond issues, shall bring all actions and proceedings that may be necessary to enforce payment and collection of any claims existing in favor of the county or of any of its officers, boards, or agencies, and shall advise the county administrator and all county officers and department heads in all matters wherein they may seek advice or counsel. The county attorney shall meet with the council ~~and the county legislative delegation~~ whenever requested for the purpose of advising them as to any matters that may properly come before them.

Sec. 2-96. Compensation.

The county attorney shall receive compensation for his/her services in the amount determined by the council. The annual salary of the county attorney shall constitute his/her total compensation from the county for all of the services enumerated above, except under unusual circumstances as directed by council.

Sec. 2-97. Annual appropriation.

The council shall establish in the annual operating budget the compensation of the county attorney. Such budget shall also provide for the compensation of any assistants employed pursuant to section 2-98 of this division.

Sec. 2-98. Assistants.

The county attorney may employ such staff and assistants for positions approved through budgetary appropriations by council as are deemed necessary to the performance of the duties of the office.

Sec. 2-99. Employment of attorney, other than county attorney, by council agencies.

No officer, board, commission, committee, or agency in the county ~~receiving any county funds or~~ appointed in whole or in part by the council may employ an attorney other than the county attorney, or agree to pay for services out of public funds without first obtaining the county attorney's approval of the employment of such attorney. ~~Provided that, in cases where the amount of outside legal fees to be paid exceeds twenty-five hundred dollars (\$2,500.00), the approval of the county council shall be obtained in addition to the approval of the county attorney.~~

Sec. 2-100. Settlement of claims.

The county attorney shall have the authority to settle and approve payment of ~~disputed claims submitted to the county in an amount not to exceed fifteen hundred dollars (\$1500.00) and pay the same from the appropriate account.~~ Claims and lawsuits submitted to the county or in his/her discretion brings those matters to County Council for its decision and approval.

The county attorney shall have the sole discretion to decide whether to file an appeal or to waive the filing of same in instances. ~~where the amount in controversy appears to be fewer than seventy-five hundred dollars (\$7,500.00).~~

Sec. 2-101. Bond.

The county attorney shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

DIVISION 6. CLERK OF COUNCIL OFFICE OF OPERATIONAL SERVICES

Sec. 2-102. Creation; appointment; term of office.

There is hereby created the office of clerk of council. The clerk of council shall be appointed by the council and shall serve at the pleasure of the council.

Sec. 2-103. Responsibilities; duties.

The clerk of council shall:

- (a) Record all proceedings of the council and supply copies of certified records as appropriate;
- (b) Distribute copies of the minutes of each meeting to council members prior to the next meeting;
- (c) Review reports and records for completeness and accuracy;
- (d) Prepare ordinances and resolutions for presentation to council and arrange for their publication as approved by council and as directed by the county attorney;
- (e) Attend regular meetings of the council and attend other meetings as requested;
- (f) Type reports and recommendations of all council committees or designee of the clerk;
- (g) Notify councilmen of all council meetings;
- (h) Maintain the council calendar;
- (i) Be custodian of the county seal, minute books and Code of Ordinances;
- (j) Maintain county files and any records which should be kept for quick accessibility;
- (k) Supervise a complete records management system for department;
- (l) Research materials and supply background information as required;
- (m) Take follow-up actions on the following matters (including initial follow-up and subsequent actions necessary to ensure carrying out of council actions):
 - (1) Easements;
 - (2) Contracts, leases and agreements;
 - (3) Bond issues;
 - (4) Damage claims which are submitted to county council for acceptance or rejection;
 - (5) Ordinances;
 - (6) Resolutions; and
 - (7) Appointments;
- (n) Prepare council agenda and advise news media of items to be considered; shall maintain a complete record of all matters pending council consideration;
- (o) Act for the county in attesting and certifying official documents;
- (p) Be responsible for the appointments book; insure appointments are made in timely fashion in accordance with established procedures;

- (q) Maintain a record of leases, contracts, agreements, rights-of-way, grants and bonds;
- (r) Insure that the overall objective of the council office is achieved in an efficient manner;
- (s) Prepare and monitor budget for operating expenses for the clerk of council office and the council services budget; and
- (t) File documents, as required, with the clerk of court.

Sec. 2-104. Compensation; employee status.

The council shall approve in the annual budget the compensation of the clerk of council. Such budget shall also provide for assistants to the clerk if employed pursuant to the following section. The clerk and any assistants shall be employees of the county and eligible for all insurance, retirement and other benefits of county employees.

Sec. 2-105. Assistants.

The council may appoint such assistant or assistants to the clerk of council as may be deemed necessary, who shall perform varied secretarial and stenographic tasks for the council and who shall exercise the duties of the clerk of council in the event of the clerk's absence or disability.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article IV, Code of Ethics; is hereby renumbered beginning with section number 2-106 and proceeding accordingly.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the deletion of the language contained therein and the substitution of the following language: *(now alphabetized)*

DIVISION 1. ~~UTILITIES~~ ANIMAL SERVICES CARE

Sec. 2-122. Creation; director.

There is hereby created the animal services care department, and the position of animal services care director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-123. Qualifications of director; selection; compensation.

The director of animal services shall possess education, training, and experience that are satisfactory to the county administrator.

Sec. 2-124. Responsibilities; powers; duties.

The director of animal services shall supervise the divisions of animal care and vector control.

Sec. 2-125. Departmental Divisions.

The animal services department shall include the following divisions:

- (1) Animal care – The division shall enforce all the provisions of Chapter 5 of the Richland County Code of Ordinances as it pertains to animal control and/or care and the manager of the division shall serve as the chief animal control officer.

(2) Vector Control – The division of vector control shall be charged with the following duties:

- (a) Management of the mosquito control program, including abatement in accordance with the policies of the program.
- (b) Provide technical advice, education and assistance about vectors to the county's citizens.
- (c) Conduct vector-borne disease surveillance and response.
- (d) Enforce county ordinances related to vector control.
- (e) Commensal rat abatement in accordance with division policies.
- (g) Respond to inquiries, investigate complaints, conduct evaluations to help reduce or eliminate public hazards and nuisance conditions associated with vectors and disease transmission.
- (h) Other programs or functions assigned to the department by the county administrator or county council.

DIVISION 2. ~~PUBLIC WORKS~~ COMMUNITY PLANNING AND DEVELOPMENT

Sec 2-126. Creation; director.

There is hereby created the community planning and development department, and the position of community planning and development director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-127. Qualifications of director; selection; compensation.

The director of community planning and development shall possess education, training, and experience that are satisfactory to the county administrator.

Sec. 2-128. Responsibilities; powers; duties.

The director of community planning and development shall supervise the divisions of planning, building, community development, conservation, business service center, assessor, and register of deeds.

Sec. 2-129. Departmental Divisions.

The community planning and development department shall include the following divisions:

(1) Planning – The division of planning is hereby created and the position of planning manager, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The planning manager shall be a graduate of an accredited college or university, preferably with a degree in planning, engineering, architecture or related field; and shall have had at least five (5) years of responsible, practical experience in urban planning and/or in a municipal or county regulatory agency. The planning division shall undertake the permitting and enforcement provisions of the county's zoning and land development regulations.

~~DIVISION 4. PLANNING AND DEVELOPMENT SERVICES~~

Sec. 2-216. Creation; director.

~~There is hereby created the Planning and Development Services Department, and the position of Planning Director, who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

~~**Sec. 2-217. Qualifications of director; selection; compensation.**~~

~~The Planning Director shall be a graduate of an accredited college or university, preferably with a degree in planning, engineering, architecture or related field; and shall have had at least five (5) years of responsible, practical experience in urban planning and/or in a municipal or county regulatory agency. The director shall possess education, training and experience related to planning and/or code enforcement that is satisfactory to the county administrator.~~

~~**Sec. 2-218. Responsibilities; powers; duties.**~~

~~The Planning Director shall direct and supervise all functions of the department, including the permitting and enforcement provisions of the county's zoning and land development regulations. The director shall adhere to the county's comprehensive plan and shall work closely with the county officials responsible for planning and code enforcement activities. The director shall be responsible for establishing liaisons and/or working relationships with all private and public agencies engaged in economic and/or industrial development. The director shall recommend amendments to the comprehensive plan and to the county's zoning and land development regulations, and shall present such recommendations to the Planning Commission and/or County Council.~~

~~**Sec. 2-219. Staff; personnel.**~~

~~The staff and personnel assigned to the Planning Director shall be subject to the county personnel system and their compensation determined accordingly.~~

(2) *Building Inspections* - The division of building inspections is hereby created, and the position of building codes and inspections manager who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The building codes and inspections manager shall be a graduate of an accredited college or university, preferably with a degree in engineering, architecture, construction or related field; and shall have had at least five (5) years of responsible, practical experience in construction, inspections, administration and/or in a municipal or county regulatory agency. The manager shall hold South Carolina registration as a Certified Building Official. The building division shall be responsible for the permitting and enforcement provisions of the county's building code regulations.

~~**DIVISION 4A. BUILDING CODES AND INSPECTIONS**~~

~~**Sec. 2-222. Creation; director.**~~

~~There is hereby created the Building Codes and Inspections Department, and the position of Building Codes and Inspections Director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

~~**Sec. 2-223. Qualifications of director; selection; compensation.**~~

~~The Building Codes and Inspections Director shall be a graduate of an accredited college or university, preferably with a degree in engineering, architecture, construction or related field; and shall have had at least five (5) years of responsible, practical experience in construction, inspections, administration and/or in a municipal or county regulatory agency. The director shall possess education, training, and experience related to inspections and construction for commercial and residential property and/or code enforcement that is satisfactory to the county administrator. In addition, the director shall hold South Carolina registration as a Certified Building Official.~~

Sec. 2-224. Responsibilities; powers; duties.

~~The Building Codes and Inspections Director shall direct and supervise all functions of the department, including the permitting and enforcement provisions of the county's building code regulations. The director shall adhere to the county's adopted codes and ordinances and shall work closely with the county officials responsible for planning and code enforcement activities. The director shall be responsible for establishing liaisons and/or working relationships with all private and public agencies engaged in economic and/or industrial development. The director shall recommend amendments to the building code regulations, and shall present such recommendations to the County Council.~~

Sec. 2-225. Staff; personnel.

~~The staff and personnel assigned to the Building Codes and Inspections Director shall be subject to the county personnel system and their compensation determined accordingly.~~

~~(3) New Development - The new development division shall be responsible to the to the community planning and development director to direct and coordinate the operations and activities of the division~~

~~(4) Community Development – The division shall administer grants from the U.S. Department of Housing and Urban Development to improve low-income neighborhoods. The community development manager shall be responsible to the community planning and development director to direct and coordinate the operations of the division.~~

~~(5) Conservation – The division of conservation is hereby created, and the position of conservation manager, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The conservation manager shall be a graduate of an accredited college or university, with a master's degree in environmental or agricultural science or engineering, hydrology, water resources management or closely related field; and shall have had at least five (5) years of responsible, practical experience in the above fields. The conservation manager shall direct and supervise all functions of the division and implement the responsibilities of the Richland County Conservation District and Richland County Conservation Commission. The manager shall consult with and advise the community planning and development director regarding the conservation and protection of the county's natural, cultural and historical resources. The division shall also interact with federal and State agencies, other counties and municipalities, institutions of higher education, and not for profit conservation and environmental organizations to support the responsibilities of the division, District and Commission.~~

DIVISION 6A. CONSERVATION

Sec. 2-243. Creation; director.

~~There is hereby created the Conservation Department, and the position of Conservation Director, who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

Sec. 2-244. Qualifications of director; selection; compensation.

~~The Conservation Director shall be a graduate of an accredited college or university, with a master's degree in environmental or agricultural science or engineering, hydrology, water resources management or closely related field; and shall have had at least five (5) years of responsible, practical experience in the above fields. The director shall possess education, training and experience related to conservation and environmental issues that is satisfactory to the county administrator.~~

Sec. 2-245. Responsibilities; powers; duties.

~~The Conservation Department shall be responsible for working directly with the Richland Soil and Water Conservation District Commissioners and the Richland County Conservation~~

~~Commissioners. The Conservation Director shall direct and supervise all functions of the department and implement the responsibilities of the District and Commission. The director shall consult with and advise the county council and the county administrator regarding the conservation and protection of the county's natural, cultural and historical resources. The department shall establish working relationships with other county departments including, but not limited to, Administration, Public Works, and Planning and Development Services. The department shall also interact with federal and State agencies, other counties and municipalities, institutions of higher education, and not-for-profit conservation and environmental organizations to support the responsibilities of the department, District and Commission.~~

Sec 2-246. Staff; personnel.

~~The staff and personnel assigned to the Conservation Director shall be subject to the county personnel system and their compensation determined accordingly.~~

(a) Sustainability Program – The Conservation division shall include the Sustainability Program. The program shall work to ensure Richland County's operations and decision making reflect our commitment to environmental, social and economic sustainability and to provide innovative solutions to decrease energy demand through energy efficiency and conservation, create livable sustainable communities, and promote the green economy.

(6) Business Service Center – The business service center division is hereby created, and the position of manager of the business service center. The manager of the business service center – and every employee therein – shall give to the county a surety bond in an appropriate amount for the faithful performance of his/her duties as such officers; such bond shall be filed in the office of the clerk of court. The manager of the business service center shall be responsible to the community planning and development director for the performance of the duties and responsibilities of the department, which shall be to:

(a) Issue licenses and permits for businesses needing these licenses and permits by county ordinance to operate lawfully, including, but not limited to (unless otherwise preempted and/or prohibited by federal or state law):

1. Business licenses,
2. Fireworks licenses, and/or
3. Hazardous Materials permits.

(b) Collect the payments, via the Internet and/or other convenient methods, for the aforementioned licenses and permits in subsection (1) above, as well as for other business fees and taxes (not otherwise preempted and/or prohibited by federal or state law), including, but not limited to:

1. Hospitality Taxes,
2. Sewer Fees,
3. Sewer Tap fees,
4. Water Fees,
5. Landfill Fees, and/or
6. Solid Waste Fees.

(c) Make business forms and information available in many diverse and convenient ways to assist businesses operate as required by applicable county ordinances.

(d) Inspect and audit businesses for compliance with applicable county ordinances regarding these licenses, permits, fees, and taxes.

(e) Serve as a liaison to the business community on behalf of Richland County on issues relating to issuances and collections of the Business Service Center.

(f) Serve as the single point of contact for businesses required to comply with

applicable county ordinances.

- (g) Serve as the catalyst for integrating Business Service Center services with other county departments, State agencies, and other groups or organizations.

~~DIVISION 7A. BUSINESS SERVICE CENTER~~

~~Sec. 2-252. Creation; director.~~

~~There is hereby created the department of the Business Service Center and the position of director of the Business Service Center. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.~~

~~Sec. 2-253. Qualifications of director.~~

~~The director of the Business Service Center shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.~~

~~Sec. 2-254. Staff; personnel.~~

~~The director of the Business Service Center shall have such staff and assistants as are necessary to the operation of the department and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.~~

~~Sec. 2-255. Responsibilities; powers; duties.~~

~~The director of the Business Service Center shall be responsible to the county administrator for the performance of the duties and responsibilities of the department, which shall be to:~~

~~(1) — Issue licenses and permits for businesses needing these licenses and permits by county ordinance to operate lawfully, including, but not limited to (unless otherwise preempted and/or prohibited by federal or state law):~~

~~a. Business licenses;~~

~~b. — Fireworks licenses, and/or~~

~~c. — Hazardous Materials permits.~~

~~(2) — Collect the payments, via the Internet and/or other convenient methods, for the aforementioned licenses and permits in subsection (1) above, as well as for other business fees and taxes (not otherwise preempted and/or prohibited by federal or state law), including, but not limited to:~~

~~a. — Hospitality Taxes;~~

~~b. — Sewer Fees;~~

~~c. — Sewer Tap Fees;~~

~~d. — Water Fees;~~

~~e. — Landfill Fees, and/or~~

~~f. — Solid Waste Fees.~~

~~(3) — Make business forms and information available in many diverse and convenient ways to assist businesses operate as required by applicable county ordinances.~~

~~(4) — Inspect and audit businesses for compliance with applicable county ordinances regarding these licenses, permits, fees, and taxes.~~

~~(5) — Serve as a liaison to the business community on behalf of Richland County on issues~~

~~relating to issuances and collections of the Business Service Center.~~

~~(6) — Serve as the single point of contact for businesses required to comply with applicable county ordinances.~~

~~(7) — Serve as the catalyst for integrating Business Service Center services with other county departments, State agencies, and other groups or organizations.~~

~~Sec. 2-256. Bond required.~~

~~The director of the Business Service Center — and every employee therein — shall give to the county a surety bond in an appropriate amount for the faithful performance of his/her duties as such officers; such bond shall be filed in the office of the clerk of court.~~

~~DIVISION 3A. TAX ASSESSOR~~

~~Sec. 2-212. Creation; tax assessor.~~

~~There is hereby created the Tax Assessor Department, and the position of Tax Assessor, who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

~~Sec. 2-213. Qualifications of tax assessor; selection; compensation.~~

~~The Tax Assessor shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.~~

~~Sec. 2-214. Responsibilities; powers; duties.~~

~~The powers, duties, and responsibilities of the Tax Assessor shall be those set forth by state law.~~

~~Sec. 2-215. Staff; personnel.~~

~~The staff and personnel assigned to the Tax Assessor shall be subject to the county personnel system and their compensation determined accordingly.~~

(7) Register of Deeds – The register of deeds division is hereby created, pursuant to state law, along with the position of register of deeds, such office to be located in the county courthouse at the discretion of the clerk of court. The register of deeds shall give to the county a surety bond in the value of twenty-five thousand dollars (\$25,000.00) for the faithful performance of his/her duties, such bond to be lodged in the office of the state treasurer. The register shall be responsible and under the direct supervision of the community planning and development director, for the performance of the duties of this office which include, but are not limited to:

- (a) Directing the division of mesne conveyances and supervising its staff and activities;
- (b) Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;
- (c) Maintaining books for recording business establishments, corporate

charters, U.S. military and naval forces discharges;

- (d) Maintaining a notary public register;
- (e) Maintaining an index of cross-index books for all instruments of record logged in the office;
- (f) Collecting necessary fees for the recording of records as set by law;
- (g) Answering requests and giving assistance to those seeking information from the records of the office;
- (h) Preparing a division budget; and
- (i) Rebinding books and records.

(8) Assessor – The tax assessor division, and the position of tax assessor, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The tax assessor shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator. The powers, duties, and responsibilities of the tax assessor shall be those set forth by state law.

~~DIVISION 6. DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES~~

~~Sec. 2-235. Creation; department directors; management of department.~~

~~The office of register of mesne conveyances, and the department of elections, voter registration and the detention center are established as departments within the county government. (Ord. No. 1858-89, § III, 4-4-89; Ord. No. 101-96HR, § I, 12-10-96)~~

~~Sec. 2-236. Directors; qualifications; selection; compensation.~~

~~The office of the register of mesne conveyances, and the departments of elections, voter registration and the detention center shall be directed by individuals qualified by virtue of their education, training and experience. Compensation for the directors shall be in accordance with the county pay and classification plans as approved in the annual budget(s) by the county council. (Ord. No. 101-96HR, § I, 12-10-96)~~

~~Sec. 2-237. State divisional heads; qualifications; selection; compensation.~~

~~The “state units” including the division of social services and the division of health and environmental control shall be directed by individuals qualified, selected, and compensated by the appropriate agency of the state.~~

~~Sec. 2-238. Departmental responsibilities; powers; duties.~~

~~(a) Detention center. The detention center shall be directed by the director of the detention center who shall be appointed by the county administrator and directly responsible thereto. The director shall be responsible to:~~

- ~~(1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;~~
- ~~(2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;~~
- ~~(3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;~~

~~(4) — Control all employees under his direction and be responsible for all equipment and supplies needed to operate the detention center.~~

~~(b) *Reserved.*~~

~~(c) *Elections.* The division of elections shall serve as the operational unit of the county election commission and shall be directed by a director of elections. The county election commission is appointed by the Governor of South Carolina, pursuant to South Carolina Code of Laws, 1976, as amended, section 7-13-70, and said commission shall be appoint the director of elections. Employees of this department shall work at the pleasure of the director of elections. The director and all other employees of this department shall have all rights of regular county employees, but shall not have grievance rights as set forth elsewhere in this Code, unless the director of elections chooses to place all department employees under the county grievance procedures. The department shall be responsible to:~~

~~(1) — Conduct all general and county special elections, municipal and primary elections and, if appropriate and convenient, the elections of schools, colleges, fraternal and other groups;~~

~~(2) — Maintain all voting equipment and facilities required for their proper storage and custody of such voting equipment; and~~

~~(3) — Operate an office to serve the general public and maintain the records, files and all other relevant information and/or data on all elections.~~

~~(d) *Voter registration.* The department of voter registration shall be the operational unit for the county board of voter registration, with each board member being responsible for administrative functions within the department. The board shall be appointed by the Governor of South Carolina, with advice and consent of the county senatorial delegation, and shall be directed by the chair of the board of voter registration, who is appointed by the Governor in the same manner as above. The department shall comply with the requirements of the South Carolina Code of Laws, 1976, as amended, sections 7-5-10 through 7-5-30, and all other relevant state laws. Such board members shall have all rights of regular county employees, but shall not have grievance rights as set forth elsewhere in this Code. The department shall be responsible to:~~

~~(1) — Provide for the proper registration of all persons qualified to vote;~~

~~(2) — Maintain all equipment, books and records necessary to effect such registration of voters in the county; and~~

~~(3) — Operate an office to serve the general public and maintain the records, files and all other relevant information and/or data on voter registration.~~

~~4) — Establish absentee and fail safe voting precincts.~~

~~Sec. 2-238.1. Register of mesne conveyances.~~

~~(a) *Office created, location.* There is hereby created the office of register of mesne conveyances pursuant to Act 453 of S.C. General Assembly 1973, such office to be located in the county courthouse with the clerk of court's office.~~

~~(b) *Department director.* A position of register, who shall serve as the departmental director, is hereby established.~~

~~(c) *Term of office.* The register shall be appointed by and serve at the pleasure of the county administrator.~~

~~(d) *Qualifications; county employee.* The register shall be a person with training and/or experience in responsible office work providing a familiarity with the laws and regulations pertaining to the management of records. The register shall be a member of the county employee classification system and enjoy all the privileges and rights of county employees, with compensation to be determined accordingly.~~

~~(e) Responsibility and duties.~~ The register shall be responsible and under the direct supervision of the county administrator, for the performance of the duties of this office which include, but are not limited to:

- ~~(1) — Directing the division of mesne conveyances and supervising its staff and activities;~~
 - ~~(2) — Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;~~
 - ~~(3) — Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;~~
 - ~~(4) — Maintaining a notary public register;~~
 - ~~(5) — Maintaining an index of cross-index books for all instruments of record logged in the office;~~
 - ~~(6) — Collecting necessary fees for the recording of records as set by law;~~
 - ~~(7) — Answering requests and giving assistance to those seeking information from the records of the office;~~
 - ~~(8) — Preparing a division budget; and~~
 - ~~(9) — Rebinding books and records.~~
- ~~(f) Bond.~~ The register of mesne conveyances shall give to the county a surety bond in the value of twenty-five thousand dollars (\$25,000.00) for the faithful performance of his duties, such bond to be lodged in the office of the state treasurer.
- ~~(g) Deputy.~~ The register may recommend candidates for appointment as a deputy. Such appointment shall be made by the county administrator and shall be evidenced by a certificate thereof, signed by the administrator.
- ~~(h) Staff and assistants.~~ Upon recommendation of the register, the county administrator shall employ such staff and assistants as are necessary to the performance of the duties of that office. They shall be subject to the county classification system and their compensation determined accordingly. ~~(i) Officers to cooperate.~~ All officers of the county, whether elected or appointed, and their deputies and assistants, shall cooperate with and assist the register of mesne conveyances in the performance of the duties prescribed in this section.

DIVISION 3. ANIMAL CARE DETENTION CENTER

Sec 2-130. Creation; director.

There is hereby created the detention center department, and the position of detention center director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator. The manager shall have the following duties and responsibilities:

- (1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;
- (2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;
- (3) Be responsible for the effective and efficient operation of the detention center and

any related buildings and grounds;

- (4) Control all employees under his/her direction and be responsible for all equipment and supplies needed to operate the detention center.

Sec. 2-131. Departmental Divisions.

The detention center department shall include the following divisions:

(1) Security – The division of security is hereby created and the position of security manager, who shall be responsible to the detention center director to ensure the detention remains secure.

(2) Operations – The division of operations is hereby created and the position of operations manager, who shall be responsible to the detention center director to facilitate and execute the operation of the detention center.

(3) Programs – The division of programs is hereby created and the position of programs manager, who shall be responsible to the detention center director to successfully implement the programmatic initiatives of the detention center.

(4) Support – The division of support is hereby created and the position of support manager, who shall be responsible to the detention center director to support the detention center director and contribute to the effective functioning of the detention center.

Sec. 2-238. Departmental responsibilities; powers; duties.

~~(a) Detention center. The detention center shall be directed by the director of the detention center who shall be appointed by the county administrator and directly responsible thereto. The director shall be responsible to:~~

~~(1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;~~

~~(2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;~~

~~(3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;~~

~~(4) Control all employees under his direction and be responsible for all equipment and supplies needed to operate the detention center.~~

~~(b) Reserved.~~

DIVISION 4. PLANNING AND DEVELOPMENT SERVICES ECONOMIC DEVELOPMENT OFFICE

Sec. 2-132. Creation; director.

There is hereby created the economic development office and the position of director of the economic development office.

Sec. 2-133. Qualifications of director; selection; compensation.

The director of the economic development office shall possess education, training, and experience that are satisfactory to the county administrator.

Sec. 2-134. Responsibilities; powers; duties.

The director shall work to assist new companies considering locating in Richland County

and existing companies considering expand their operations. The office shall have the following duties and responsibilities:

- (1) Maintain demographic and economic data on Richland County;
- (2) Conduct building and site tours for prospective companies;
- (3) Facilitate meetings with existing industry to discuss human resources and labor force issues;
- (4) Conduct community tours for prospective companies;
- (5) Negotiate incentive proposals on behalf of the County.

DIVISION 5. PUBLIC SAFETY EMERGENCY SERVICES

Sec. 2-135. Creation; director.

There is hereby created the emergency services department and the position of director of emergency services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-136. Qualifications of director; selection.

The director of emergency services shall possess education, training, and experience that are satisfactory to the county administrator.

Sec. 2-137. Responsibilities; powers; duties.

The director of the department of emergency services shall be the county fire ~~marshall~~ marshal. The director of the department of emergency services shall enforce all provisions of this Code of Ordinances pertaining to the operation of emergency services within the county.

Sec. 2-229. ~~Qualifications; selection; compensation.~~

~~(a) Qualifications, requirements, job descriptions and pay grades of the director of emergency services and each deputy director shall be determined by the county personnel department utilizing professional consultant services in accordance with existing personnel policies and ordinances.~~

~~(b) Each of the deputy directors shall be professionally qualified, preferably with a degree from a recognized college or university in a field related to the activities with which he/she is associated, and each with no less than five (5) years of responsible experience in the field of public safety. Deputy directors shall be appointed by and shall serve at the pleasure of the director of department of emergency services.~~

~~(c) The compensation paid to each deputy director shall be an amount recommended by the county administrator and approved by the county council in the county's annual operating budget(s).~~

Sec. 2-230. ~~Staff; personnel.~~

~~The staff and assistants authorized by the county administrator for the director of the department of emergency services and each of the deputy directors shall be subject to the county personnel system, and their compensation shall be determined accordingly.~~

Sec. 2-138. Departmental Divisions.

The emergency services department shall include the following divisions:

(1) *Emergency Medical Services* - The emergency medical services division ~~shall be headed by the manager of emergency medical services and~~ shall provide county-wide 911 emergency medical services designed to respond to medical emergencies and to provide initial medical response and/or treatment as a means of stabilizing accident and/or trauma victims for transportation to medical facilities for primary, secondary and/or tertiary care or treatment as may be required.

(a) Fees for ambulance services to the general public within the boundaries of the county and outside of the boundaries of the county shall be determined from time to time by council.

(b) Fees for ambulance services will be limited to the maximum allowed under the health care insurance plan for each county employee. These fee schedules are subject to amendment, repeal, or deletion by the county council from time to time.

(c) The county council hereby grants permission for the operation of private convalescent transport units within the county.

Private convalescent transport units are any vehicle making nonemergency calls within the county and to destinations within the county as scheduled to a physician's office or hospital for treatment, routine physical examinations, x-rays, or laboratory tests which is used for transporting within the county, patients upon discharge from a hospital or nursing home to a hospital, nursing home or residence, or a vehicle making any other calls dispatched within the county as nonemergency. Such vehicles are described in S.C. Code 1976, § 44 61 10 et seq. (as amended).

(d) The division department of emergency services is hereby authorized to promulgate and enforce rules and regulations governing and controlling such private convalescent transport units and the nonemergency ambulances as deemed by the department to be necessary pursuant to federal, state and applicable regulating agency requirements.

Further, all nonemergency private ambulances that originate calls within the county shall be required to comply with the provisions of this Code of Ordinances, including the business license ordinance [chapter 16], and reporting requirements promulgated by the division.

(2) *Fire, ~~special responses and safety services~~* - The fire division ~~shall be headed by the fire manager and~~ shall be responsible for providing countywide fire, ~~special responses and safety~~ services ~~- The duties of the manager of fire shall include~~, but not be limited to the following:

(a) Coordination and supervision of the development and operation of a county fire service system in the unincorporated areas and participating municipalities; to include coordination, supervision, and monitoring or any of the fire duties which may be contracted out to third parties pursuant to contract or intergovernmental agreements;

(b) ~~Coordination and supervision of the training of fire service personnel;~~ Emergency communications;

(c) ~~Development of a comprehensive record system and supervision of its maintenance;~~ Determine the Cause and Origin of fires;

(d) The provision of assistance to the various units of the fire service in resolving technical problems;

(e) Coordination of the management of all county fire service units;

- (f) Enforcement of county ordinance and the county fire prevention code;
- (g) Coordination of the emergency services department special response and rescue capabilities; ~~and~~
- ~~(h) — Serve as the county safety officer.~~

(3) *Emergency Management Division Preparedness agency*- The emergency ~~preparedness management~~ division shall be headed by the emergency preparedness manager and shall be responsible for ensuring the complete and efficient utilization of all the county facilities to combat disaster from enemy attack, manmade or natural disaster; ~~– The emergency preparedness manager shall be responsible~~ for directing the day-to-day operations of the office and coordinating the activities of county and city governments during a period of disaster. The ~~manager~~ department shall be empowered and required to coordinate with and render assistance to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the county and the municipalities existing within the county for the purpose of minimizing or preventing damage to persons or property in disaster situations. The ~~manager~~ department shall further direct the efforts of the county emergency management preparedness division in the implementation of the provisions of this subsection.

The emergency preparedness management division shall be the coordinating agency for all activity in connection with integrated emergency management; and it shall be the instrument through which the county government shall exercise its authority under the laws of this state during an attack against this county, its political subdivisions, or any part of the state, or during manmade or natural disasters. This subdivision will not relieve the county or any city department existing within the county of the normal responsibilities and/or authority given to is by general laws or local resolution or ordinance, nor will it limit the work of the American Red Cross or other volunteer agencies organized for relief in natural disaster.

As used in this subsection:

Attack shall mean a direct assault against the county, its political subdivisions, or any part of the state, by forces of a hostile nation, including assault by nuclear, chemical or biological warfare, espionage or sabotage.

County shall mean Richland County, including all municipalities and political subdivisions.

Emergency preparedness management shall have a broad meaning and shall include preparations against and relief from the effects of attack on the county, or any part of the state, by the forces of any enemy nation; and it shall also include such activity in connection with manmade or natural disaster as defined herein. It shall not include any activity that is the responsibility of the military forces of the United States.

Emergency preparedness management organization shall mean all county and municipal officials and employees of the county and municipalities, together with those volunteer forces enrolled to aid them during a disaster, and persons who may, by agreement or operation of law, be charged with duties incident to the protection of life and property in the county, city and towns during times of disaster.

Manmade disaster shall mean such disasters as those caused by hazardous material or radiation accidents or incidents and terrorist activities.

Natural disaster shall mean any condition seriously threatening public health, welfare, or security as a result of a severe fire, explosion, flood, tornado, hurricane, earthquake, or similar natural or accidental cause which is beyond the control of public or private agencies ordinarily responsible for the relief of such conditions.

Volunteer shall mean contributing service, equipment or facilities to the emergency preparedness organization without remuneration or without formal agreement or contract of hire. While engaged in such services, volunteer personnel shall have the same immunities as persons and employees of the county performing similar duties.

- (a) The manager of the emergency preparedness management division shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to ensure the most effective operation of the emergency plan. The manager's duties shall include, but shall not be limited to, the following:
1. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
 2. Control and necessary recordkeeping for funds and property which may be made available from the federal, state, county and municipal governments.
 3. Submission of annual budget requirement to the state, federal and county governments.
 4. Signing such documents as are necessary in the administration of the county emergency preparedness program, to include project applications and billing for purchases under project applications.
 5. Coordination of the recruitment and training of the volunteer personnel and agencies to augment the personnel and facilities of the county emergency preparedness purposes.
 6. Through public information programs, education of the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack or natural disaster.
 7. Conducting simulated disaster exercise and public practice alerts to ensure efficient operations of the emergency plans and to familiarize residents of the county and municipalities with civil defense regulations, procedures and operations.
 8. Coordination of the activity of all other public and private agencies engaged in any emergency preparedness programs.
 9. Negotiation with owners or persons in control of building or other property for the use of such buildings or property for civil defense emergency management purposes, and designating suitable buildings as public fallout shelters.
 10. Development of a community shelter plan. ~~which, will have as its ultimate goal an assigned fallout shelter space for every citizen of the county.~~
 11. Assumption of such authority and conducting such activity as may be necessary to promote and execute the emergency operations plan.
- (b) The chairman of the county council shall be responsible for meeting the problems and dangers to the county and its municipalities and their residents resulting from disasters of any origin and may issue proclamation and regulations concerning disaster relief and related matters which during an emergency situation shall have the full force and effect of law.

- (c) ~~A copy of the county emergency plan shall be located at the following locations: County Administrator's office, Emergency Services Department, Richland County Sheriff's Department, City of Columbia, Columbia Fire Department, City of Forest Acres, City of Eastover, City of Blythewood, Gadsden EMS/Fire Station, Hopkins EMS/Fire Station, Killian EMS/Fire Station, North Richland EMS/Fire Station, Ballentine EMS/Fire Station, Upper Richland EMS/Fire Station, Dentsville/Sandhill EMS/Fire Station, Lower Richland EMS/Fire Station, Richland School District One, Richland School District Two and Richland County Public Works.~~
- (d) (c) In accordance with annex K of the emergency plan, emergency shelters may be opened during an emergency and may be housed at schools, churches and other locations. ~~the following locations: Spring Valley High School, Dent Middle School, Bethel-Hanberry Middle School, St. Andrews Middle School, Keenan High School, C.A. Johnson High School, Hopkins Middle School, McCants Elementary School, Burnside School, W. G. Sanders Middle School, Alcorn Middle School, Gibbs Middle School, Lower Richland High School, A. C. Flora High School, Eau Claire High School, Caughman Road Elementary School, Dreher High School, and Webber School.~~ The type and location of an emergency will determine which shelters will be opened. After shelters are opened, the public will be notified and given instructions through the public information officer. Emergency Broadcast System.
- (e) (d) Notwithstanding any other provision of the law, authority in an emergency in the county shall be determined by the current County Code of Ordinance and the County Emergency Plan ~~and the Emergency Powers Act. (S.C. Code § 6-11-1410)~~
- (f) (e) A state of disaster may be declared by the chairman of the county council with the knowledge of officials of the affected municipalities if he determines that a disaster has occurred, or that the ~~thread~~ threat thereof is imminent, and extraordinary emergency measures are deemed necessary to cope with the existing or anticipated situation. Once declared, that state of emergency shall continue until terminated by the chairman of county council. All proclamations of a disaster issued pursuant to this section shall indicate the nature of the disaster, the area or areas affected, the conditions which required the proclamation of the disaster, and the conditions under which it will be terminated. In addition to any other powers conferred by law, the county and municipal governments may, under the provisions of this subsection:
1. Suspend existing laws and regulations prescribing the procedures for conduct of county or municipal business if strict compliance with the provisions of any statutes, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency.
 2. Utilize all available resources of county and municipal government as reasonably necessary to cope with a disaster emergency.
 3. Transfer the direction, personnel or functions of county and municipal departments and agencies or units thereof for purposes of facilitating or performing emergency services as necessary or desirable.
 4. Compel performance by government officials and employees of the duties and functions assigned in the county emergency plan.

5. Contract, requisition and compensate for goods and services from private sources.
6. Direct evacuations of all or part of the population from any stricken or threatened area within the county or municipality if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery.
7. Prescribe routes, modes of transportation and destinations in connection with evacuations.
8. Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premises therein.
9. Suspend or limit the sale, dispensing or transportation of alcoholic beverages, firearms, explosives and combustibles.
10. Make provisions for the availability and use of temporary housing.
11. Suspend or limit nonemergency activities and prohibit public assemblies.

12. Implement curfews during declared disaster events.

~~(g)~~ (f) All employees of departments, commissions, boards, institutions and other agencies of the county and municipalities who are designated as civil emergency forces shall cooperate with ~~the manager of~~ the emergency ~~preparedness agency management division~~ in the formulation of the county emergency plan shall comply with the requests of ~~the manager of~~ emergency ~~preparedness agency management personnel~~ when such requests are issued pursuant to the provisions of this subsection. County and city personnel shall include in such plans the restoration of governmental services and public utilities necessary for the health, safety and welfare of the general public.

~~(h)~~ (g) All such civil emergency forces shall notify the ~~deputy~~ director of ~~preparedness agency emergency services~~ of conditions in the county or municipalities resulting from enemy attack or natural disaster, and they shall inform the ~~deputy~~ director ~~of emergency preparedness agency~~ of any conditions threatening to reach the proportions of a natural disaster as defined herein.

~~(i)~~ (h) County and municipal employees assigned to duty as part of the civil emergency forces pursuant to the provisions of this subsection shall retain all the rights, privileges and immunities of their employment and shall receive the compensation incident to that employment.

~~(j)~~ (i) The ~~manager~~ ~~director~~ of emergency ~~preparedness agency services~~ may at any time make the appointment of volunteer citizens to augment personnel in the time of ~~civil~~ emergency. Such volunteer citizens may be enrolled as civil emergency volunteers in cooperation with the heads of the county or municipal department affected, and they shall be subject to the rules and regulations set forth by their department for such volunteers.

~~k~~-(j) ~~The manager of emergency preparedness agency director~~ may appoint volunteer citizens or from the personnel of a civil emergency service for which the county or municipalities have no counterpart. He may also

appoint volunteer citizens as public shelter managers, who, when directed by the ~~deputy director of emergency preparedness agency~~ director, shall open public shelters and take charge of all stocks of food, water and other supplies and equipment stored in the shelter; admit the public according to the community shelter plan; and take whatever control measures are necessary for the protection and safety of the occupants.

~~(k) The director of emergency services may appoint and permit volunteers to operate privately owned vehicles to respond to disasters and emergencies using lights and sirens after first meeting the established rules and criteria promulgated by the emergency services department for volunteer privately owned vehicle response.~~

l. The emergency services department public information officer shall serve as public information officer for the emergency preparedness management division.

m. This subsection is an exercise by the county and city of their governmental authority for the protection of the public peace, health and safety; and county or municipal agents and representatives, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents thereof in good faith carrying out, complying with, or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this subsection shall not be liable for any damage sustained by persons or property as a result of such activity.

n. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an authorized civil emergency practice exercise shall not be civilly liable for the death of or injury to any person on or about such real estate or premises under such license, privilege or other permission, or for loss of or damage to the property of such person.

o. It shall be unlawful for any persons to violate any of the provisions of this subsection or the regulations issued pursuant to the authority contained herein or willfully to obstruct, hinder or delay any member of the civil emergency organization in the enforcement of the provisions of this subsection or any regulation issued thereunder. Any violation of this subsection shall be considered as a misdemeanor and shall be punished by a fine of not more than ~~one~~ five hundred dollars (\$~~100~~500.00) or confinement of not more than thirty (30) days.

(4) *Hazardous Materials* ~~control services~~ Division The hazardous materials division ~~shall be headed by the manager of hazardous materials. The duties of the manager of the hazardous materials division~~ shall include, but not be limited to the location, identification, monitoring and/or control of all hazardous/toxic waste(s) existing in or transported through the county. Such control shall include the permitting and enforcement of all relevant codes and the coordination of effort with other county and public agencies assigned public safety responsibilities in the field of hazardous/ toxic wastes.

(5) *Emergency 911 Communications Center*

(a) Funding for emergency 911 telephone system

It is the desire of Richland County Council to shorten the time and to simplify the methods required for a resident of Richland County to request and to receive emergency aid. It is the further intent of the County Council to provide funding by which to allow operation, maintenance and enhancements of E911 by levying a monthly charge of ~~thirty-eight (38)~~

fifty (50) cents upon each local exchange access facility subscribed by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the E911 service and/or system of Richland County, ~~provided, however, that subscribers with multiple lines shall pay the subscriber rate up to a maximum of fifty (50) lines per account.~~

(b) E911 Service fee, billing and collection.

- (1) The E911 Service Fee shall include charges as may be required by the Service Suppliers and agreed upon by Richland County and such charges for support, planning, operation and current or future enhancements that are required by Richland County and outlined in South Carolina Code Sections 23-47-10 through 80.
- (2) A monthly charge shall be levied upon each local exchange access facility subscribed to by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the 911 service and/or system of the jurisdiction of the county as provided for in this section, in amounts permitted by the Office of Information Resources State of the South Carolina Budget and Control Board, provided that the amount of such levy shall be set forth precisely in each annual, or supplemental budget ordinance as appropriate, together with a provision providing that such charges were tax enforceable under South Carolina Code 23-47-50(B). Said E911 Service Fee rate shall include funding for only such expenses and costs as are authorized under provisions of South Carolina Code Section 23-47-40(A)(B), and (D) as amended from time to time, as may be approved by the Richland County Council attendant to the normal adoption of the County's Ordinary and Capital Budgets. Said budget shall clearly delineate the estimated E911 Service Fee revenue and the associated expense, and sources of revenue and authorized expenses from sources other than the E911 Service Fee, by budget account and line item.
- (3) The E911 Service Fee shall be uniform and not vary according to the type of local Exchange access.
- (4) Coin operated telephones are toll free 911 calls, but certain locations, such as detention centers or institutions may be denied access to 911 at the discretion of the emergency services director. Other coin operated telephones where it can be clearly justified as not being in the public interest to continue or have access to 911 may also be denied such access.
- (5) The Service Suppliers shall remit to Richland County E911 Service Fee Collections within 45 calendar days following the end of the month of collections of such funds and, upon receipt of a monthly bill from the Service Supplier, Richland County will remit payment.
- (6) An audit and budget reconciliation shall be conducted annually. The audit shall comply with the requirements of the South Carolina Code Section 23-47-50(E).

(c) Accounting and management.

- (1) As provided in South Carolina Code Section 23-47-50(C), Richland County is responsible for the collection of delinquent accounts having access to the E911 system. The emergency services director and finance director shall cause procedures to be established with the Service Supplier and shall forward such

information to the appropriate authority for collection procedures.

- (2) The emergency services director is responsible within Richland County for the administration of this section and South Carolina Code Sections 23-47-10 through 80.
- (d) Addressing and road name. All road naming activity shall be coordinated with the public works department, the planning division of the Community Planning and Development Department and if applicable the City of Columbia. Public safety is of the highest priority and road names contribute significantly to the efficiency of the emergency response system.
- (e) It shall be a violation for any person to misuse or abuse the 911 system or to make a false 911 call. Any person in violation of this section shall be subject to the penalties set forth in (f).
- (e) (f) Penalties. Any person who shall violate any provision of this section, including the provisions of South Carolina Code Title 23, Chapter 47, shall be guilty of a misdemeanor and, upon conviction of such offense, shall be fined not more than ~~two~~ five hundred dollars (\$~~200~~500.00) or imprisoned for not more than thirty (30) days, and in addition, shall pay all costs and expenses involved in the case. Each and every day or portion thereof during which any violation continues shall be considered a separate offense.

DIVISION 6. DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES FINANCE

Sec. 2-139. Creation; director.

There is hereby created the finance department and the position of director of finance, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The department shall be responsible for all facets of finance administration including budget preparation and budgetary control, accounting, financial reporting, and other related financial/fiscal activities. It shall be responsible also for insurance; payroll and leave administration; and, in cooperation with the department of human resources, shall be responsible for development and implementation of a personnel data and information management system; and such other responsibilities as may be assigned by the county administrator. The director of finance shall give to the county a surety bond in the value of thirty thousand dollars (\$30,000.00) for the faithful performance of his/her duties as such officer, such bond to be filed in the office of the clerk of court.

Sec. 2-140. Qualifications of director; selection.

The director of finance shall be a person with education, training and/or experience in finance and money management satisfactory to the county administrator. The county administrator shall recommend and the council shall provide in the annual budget the compensation of the director of finance.

Sec. 2-141. Responsibilities; powers; duties.

The director of finance shall be the chief administrative finance officer of the county, responsible to the county administrator for the performance of his/her duties and responsibilities which shall be to:

- (1) Direct the finance department and supervise its staff and activities;
- (2) Approve all warrants issued by officers of the county and draw drafts in payment thereof;
- (3) Maintain current accounts of all county budget expenditures and make periodic

reports thereon as required by the county administrator;

- (4) Maintain a current inventory of all county property, real and personal; and collect and account for all income from rental or sale of same;
- (5) Receive all requests from county offices and agencies in excess of budget allowances, and prepare recommendations for the county administrator to submit to the council for consideration thereof;
- (6) Obtain and supervise contracting and payments for all insurance on county property, including liability and related insurance;
- (7) Cooperate with the county council, treasurer, attorney and other officers concerned in the preparation and sale of all county bond issues and other long-term financial transactions;
- (8) Cooperate with the county auditor, treasurer and other county officers in securing annual and special audits of all county accounts as required by law or directed by council; and
- (9) Serve as the trust officer of the county and be granted authority to sign necessary documents and create accounts for the proper maintenance of such funds, provided that such procedures shall be approved by the county administrator.

~~DIVISION 5. OFFICE OF FINANCE AND BUDGET~~

~~Sec. 2-117. Office of finance and budget, generally.~~

~~The office of finance and budget is hereby created and shall be responsible for all facets of finance administration including budget preparation and budgetary control, accounting, financial reporting, and other related financial/fiscal activities. It shall be responsible also for insurance and such other responsibilities as may be assigned by the county administrator. This office shall be managed by the director of finance and budget and shall be responsible also for payroll and leave administration and, in cooperation with the office of staff and human resources, shall be responsible for development and implementation of a personnel data and information management system.~~

~~(Ord. No. 1908-89, § II, 9-5-89)~~

~~Sec. 2-118. Position of director—Created; selection; appointment.~~

~~There is hereby created the position of director of finance and budget. The director of finance and budget shall be selected and appointed by, and shall serve at the pleasure of the county administrator.~~

~~Sec. 2-119. Same—Qualifications; compensation.~~

~~The director of finance and budget shall be a person with education, training and/or experience in finance and money management satisfactory to the county administrator. The county administrator shall recommend and the council shall provide in the annual budget the compensation of the director of finance and budget.~~

~~Sec. 2-120. Same—Responsibilities, powers and duties.~~

~~The director of finance and budget shall be the chief administrative finance officer of the county, responsible to the county administrator for the performance of his duties and responsibilities which shall be to:~~

- ~~(1) —Direct the county office of finance and budget and supervise its staff and activities;~~
- ~~(2) —Approve all warrants issued by officers of the county and draw drafts in payment thereof;~~
- ~~(3) —Maintain current accounts of all county budget expenditures and make periodic reports~~

thereon as required by the county administrator;

~~(4) — Maintain a current inventory of all county property, real and personal; and collect and account for all income from rental or sale of same;~~

~~(5) — Receive all requests from county offices and agencies in excess of budget allowances, and prepare recommendations for the county administrator to submit to the council for consideration thereof;~~

~~(6) — Obtain and supervise contracting and payments for all insurance on county property, including liability and related insurance;~~

~~(7) — Cooperate with the county council, treasurer, attorney and other officers concerned in the preparation and sale of all county bond issues and other long-term financial transactions;~~

~~(8) — Cooperate with the county auditor, treasurer and other county officers in securing annual and special audits of all county accounts as required by law or directed by council; and~~

~~(9) — Serve as the trust officer of the county and be granted authority to sign necessary documents and create accounts for the proper maintenance of such funds, provided that such procedures shall be approved by the county administrator.~~

Sec. 2-121. Staff and assistants.

~~The director of finance and budget shall have such staff and assistants as are necessary to the operation of the office and the performance of his duties. They shall be subject to the county personnel system and their compensation determined accordingly.~~

Sec. 2-122. Bond.

~~The director of finance and budget shall give to the county a surety bond in the value of thirty thousand dollars (\$30,000.00) for the faithful performance of his duties as such officer, such bond to be filed in the office of the clerk of court.~~

Sec. 2-142. Departmental Divisions.

The finance department shall include the following divisions:

(1) *Accounting* – There is hereby created the division of accounting and the position of accounting manager, who shall be responsible to the finance director to prepare annual financial statements and other financial reports as required or requested by federal and state agencies, County Council, Administration, or financial markets.

(2) *Budget* – There is hereby created the division of budget and the position of budget manager, who shall be responsible to the finance director to create and maintain the County's Annual Budget.

(3) *Procurement* - There is hereby created the division of procurement and the position of procurement manager. The procurement manager shall be a person with education, training and/or experience in purchasing, contract administration, and inventory. The division of procurement shall be responsible for the following:

(a) Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement herein;

(b) Negotiating contracts for ~~personal~~ professional services and submitting them for approval and award as provided herein;

(c) Using standard specifications wherever they are applicable to

purchase orders and contracts and ensuring compliance with such specifications through adequate inspection of deliveries;

(d) Transferring between agencies, supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;

(e) Exchanging, trading in or selling those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;

(f) Developing, with the approval of the county attorney as to legal sufficiency, standard forms and conditions for invitations to bid, requests for proposals, purchase orders, and contracts; developing and prescribing the use by agencies of other forms required in carrying out the provisions of this article; and amending or eliminating any such forms;

(g) Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property;

(h) Acting as the procurement, purchasing and contracting agent for all officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the director of finance;

(i) Establishing and maintaining a central purchasing warehousing and supply system for all county offices and agencies, providing for requisition of materials and supplies by county offices and agencies authorized by the council;

(j) Placing, with a newspaper to be determined pursuant to the requirements of Chapter 2, Article X, "Purchasing," of this Code, all requests for advertising by a county agency or department. Any agency or department requiring advertisement shall prepare the advertisement and present same to the division of procurement for the purposes of processing it for publication. The division of procurement shall have the responsibility of determining the most practical and least costly medium of advertising. In connection with this subsection, the office of procurement shall provide each county agency and department a schedule of processing time allowance so that the requesting agency or department will be assured of the actual date of publication of the advertisement. However, any advertising which is not paid for with county funds, or for which the county is reimbursed by a private individual or company, may be exempt from the provisions of this subsection;

(k) Other duties as directed by the director of finance or county administrator.

~~DIVISION 9. OFFICE OF PROCUREMENT~~

~~Sec. 2-153. Creation of the office of procurement; generally.~~

~~There is hereby created the office of procurement and the position, director of procurement. The office of procurement shall be responsible for the following:~~

~~(1) — Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement herein;~~

~~(2) — Negotiating contracts for personal services and submitting them for approval and award as provided herein;~~

~~(3) — Using standard specifications wherever they are applicable to purchase orders and contracts and ensuring compliance with such specifications through adequate inspection of deliveries;~~

~~(4) — Transferring between agencies, supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;~~

~~(5) — Exchanging, trading in or selling those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;~~

~~(6) — Developing, with the approval of the county attorney as to legal sufficiency, standard forms and conditions for invitations to bid, requests for proposals, purchase orders, and contracts; developing and prescribing the use by agencies of other forms required in carrying out the provisions of this article; and amending or eliminating any such forms;~~

~~(7) — Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property;~~

~~(8) — Acting as the procurement, purchasing and contracting agent for all officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the county administrator;~~

~~(9) — Establishing and maintaining a central purchasing warehousing and supply system for all county offices and agencies, providing for requisition of materials and supplies by county offices and agencies authorized by the council;~~

~~(10) — Placing, with a newspaper to be determined pursuant to the requirements of Chapter 2, Article X, "Purchasing," of this Code, all requests for advertising by a county agency or department. Any agency or department requiring advertisement shall prepare the advertisement and present same to the office of procurement for the purposes of processing it for publication. The office of procurement shall have the responsibility of determining the most practical and least costly medium of advertising. In connection with this subsection, the office of procurement shall provide each county agency and department a schedule of processing time allowance so that the requesting agency or department will be assured of the actual date of publication of the advertisement. However, any advertising which is not paid for with county funds, or for which the county is reimbursed by a private individual or company, may be exempt from the provisions of this subsection;~~

~~(11) — Other duties as directed by the county administrator.~~

Sec. 2-153.5. Divisions.

~~The office of procurement shall include the office of small business opportunity division, which shall manage and administer the SLBE program (see Section 2-639 et seq.) and shall undertake other functions and duties as assigned by the director of the office of procurement, the county administrator or county council.~~

Sec. 2-154. Position of director—Created; appointment; responsibilities.

~~There is hereby created the position of director of the office of procurement also known as the director of procurement. The director shall serve at the pleasure of the county administrator. The director shall also fulfill the responsibilities formerly fulfilled by the purchasing agent.~~

Sec. 2-155. Same—Qualifications; compensation.

~~The director of the office of procurement shall be a person with education, training and/or experience in purchasing, contract administration, and inventory. The county administrator shall recommend and the council shall provide in the annual budget the compensation of the director of the office of procurement.~~

Sec. 2-156. Staff and assistants.

~~The director of the office of procurement shall have such staff and assistants as are necessary for the operation of the office and the performance of his duties. They shall be subject to the county personnel system and their compensation determined accordingly.~~

~~DIVISION 7. JUDICIAL SERVICES HUMAN RESOURCES~~

~~DIVISION 7. JUDICIAL SERVICES~~

~~**Sec. 2-247. Created; magisterial court administrator; appointment; management of department.**~~

~~There is hereby created a department of judicial services which shall operate under the direction of the magisterial court administrator.~~

~~**Sec. 2-248. Qualifications of administrator; selection; compensation.**~~

~~The magisterial court administrator shall serve as the chief administrative officer of the magisterial system of the county and as such shall serve such system mainly through the chief magistrate. The magisterial court administrator shall be selected and appointed by the county administrator on the basis of his education, training and professional experience which shall be no less than five (5) years in a court-related activity. He shall be compensated as authorized by the county administrator and approved by the county council in the county's annual budget(s).~~

~~**Sec. 2-249. Responsibilities of administrator; powers; duties.**~~

~~The magisterial court administrator shall serve as the chief administrative officer and shall direct and manage the central fines processing office, and transact all administrative matters not handled directly by the chief magistrate and the other magistrates who constitute the magisterial system of the county.~~

~~**Sec. 2-250. Staff; personnel.**~~

~~The staff and assistants of the magisterial court administrator shall be subject to the county personnel system and their compensation determined accordingly.~~

~~**Sec. 2-251. Home Detention Program.**~~

~~(a) — *Purpose.* The purpose of this section is to provide for a pilot Home Detention Program in Richland County as an alternative to confinement in the Alvin S. Glenn Detention Center, in accordance with the Home Detention Act of 1990 (S.C. Code 1976, § 24-13-1510 et seq, as amended).~~

~~(b) — *Home Detention Program provided.* Pursuant to S.C. Code 1976, § 24-13-1530, electronic and nonelectronic home detention programs may be used by the magistrates of Richland County as an alternative to incarceration for low risk, nonviolent adult and juvenile offenders, as selected by the court. Applications for home detention by persons who are awaiting trial or by offenders whose sentences do not place them in the custody of the Department of Corrections may hereafter be made to the magistrates of Richland County as an alternative to incarceration. The county's home detention program shall comply with all applicable state and local laws and regulations, including S.C. Code 1976, § 24-13-1510 et seq.~~

~~**Sec. 2-143. Creation; director.**~~

~~The department of human resources ~~office of staff and human resources~~ is hereby created and shall be responsible for the development and implementation of a modern personnel program employing whatever resources and assistance are needed from the ~~office of finance department and budget and the office of operational services~~. The human resources department shall be managed by the director of human resources who shall be responsible also for administrative and~~

legislative research, economic and community development, public affairs, data information management, and such other responsibilities as may be assigned by the county administrator. The director of the human resources department shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Sec. 2-144. Qualifications of director; selection.

The director of human resources shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. The director shall be selected and appointed by the county administrator with no definite term of office assigned. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration or some other related discipline. The director of the human resources department shall be paid an annual salary as recommended by the county administrator and approved by county council.

Sec. 2-145. Responsibilities; powers; duties.

The duties and responsibilities of the director of human resources shall be:

- (1) To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;
- (2) To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's personnel program;
- (3) To direct and control the county's research resources and activities serving the administrative and legislative branches of the government;
- (4) To provide leadership and support in the areas of economic and community development and, in so doing, establish effective liaison and working relationships with all appropriate private and public enterprises as related to economic and industrial development, and with all appropriate civic groups/associations, as related to community development;
- (5) To administer a program of public affairs and, to that end, establish effective relationships with the media and the general public through the development of viable public information programs;
- (6) To organize, direct, and administer management information and word processing programs assigned to receive, store and provide organizational data and information on a timely and well-organized basis as a service to the entire organization; and
- (7) To perform such other related work as may be required and as assigned by the county administrator.

Sec. 2-146. Departmental Divisions.

The human resources department shall include the following divisions:

(1) *Compensation, Benefits, and Classification* – This division shall manage the compensation, benefits and classification related services for the human resources department.

(2) *Operations*- This division shall manage the operations of the human resources department.

~~DIVISION 4. OFFICE OF STAFF AND HUMAN RESOURCES~~

Sec. 2-107. Office of staff and human resources, generally.

~~The office of staff and human resources is hereby created and shall be responsible for the development and implementation of a modern personnel program employing whatever resources and assistance are needed from the office of finance and budget and the office of operational services. The office of staff and human resources shall be managed by the director of staff and human resources who shall be responsible also for administrative and legislative research, economic and community development, public affairs, data information management, and such other responsibilities as may be assigned by the county administrator.~~

~~Sec. 2-108. Position of director—Created; selection; appointment.~~

~~There is hereby created the position of director of staff and human resources. The director of staff and human resources shall be selected and appointed by the county administrator with no definite term of office assigned.~~

~~Sec. 2-109. Same—Qualifications; compensation.~~

~~The director of staff and human resources shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration or some other related discipline. The director of staff and human resources shall be paid an annual salary as recommended by the county administrator and approved by county council.~~

~~Sec. 2-110. Same—Responsibilities; duties.~~

~~The duties and responsibilities of the director of staff and human resources shall be:~~

- ~~(1) —To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;~~
- ~~(2) —To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's personnel program;~~
- ~~(3) —To direct and control the county's research resources and activities serving the administrative and legislative branches of the government;~~
- ~~(4) —To provide leadership and support in the areas of economic and community development and, in so doing, establish effective liaison and working relationships with all appropriate private and public enterprises as related to economic and industrial development, and with all appropriate civic groups/associations, as related to community development;~~
- ~~(5) —To administer a program of public affairs and, to that end, establish effective relationships with the media and the general public through the development of viable public information programs;~~
- ~~(6) —To organize, direct, and administer management information and word processing programs assigned to receive, store and provide organizational data and information on a timely and well-organized basis as a service to the entire organization; and~~~~(7) —To perform such other related work as may be required and as assigned by the county administrator.~~

~~Sec. 2-111. Staff and personnel.~~

~~The director of staff and human resources shall have such staff and assistants as are deemed necessary to the performance of his duties and operation of the office and approved by the county administrator. They shall be subject to the county personnel system and their compensation determined accordingly.~~

~~Sec. 2-112. Bond.~~

~~The director of staff and human resources shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.~~

DIVISION 8. INFORMATION TECHNOLOGY

Sec. 2-147. Creation; director.

There is hereby created the information technology department and the position of director of information technology, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, with the term of office being at the pleasure of the county administrator. The department shall be responsible for all providing the technological vision and leadership to deploy the appropriate technology that will contribute towards an enriched community and providing timely, efficient, effective, and proactive technology support to the employees of Richland County.

Sec. 2-148. Qualifications of director; selection.

The director of information technology shall be the chief information officer and shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a graduate degree in the field(s) of information technology, public administration, business administration or some other related discipline. The director of the information technology department shall be paid an annual salary as recommended by the county administrator and approved by county council.

Sec. 2-149. Departmental Divisions.

The information technology department shall include the following divisions:

- (1) Network & Telecommunications – This division shall ensure a secure and fully resilient technical environment that supports all of the county’s software, hardware, mobile, and cloud technologies, as well as future technologies. The division shall be responsible for the telecommunication system(s) serving the entire organization, including wired and wireless, VOIP phone system, cell phones, data lines, cabling, and the county’s tower at Fort Jackson. The division is also responsible for mission critical cybersecurity. The division shall propose new or amended county policies as needed to ensure that the county responds to new threats and / or opportunities. The division shall also partner with other local / state agencies and private industry to expand broadband to citizens in Richland County.
- (2) Business Systems – This division shall provide proactive, realistic, and fiscally sound solutions to short, middle and long-range business goals whenever application software and / or project management can facilitate. The division shall develop new business software, oversee vendor software, perform feasibility studies and research, confer with departments to identify business needs and desired outcomes, perform business analysis, project management, QA / QC, and application training. The division will prepare procurement solicitations for new vendor systems and oversee implementation projects from start to finish. The division shall oversee and support all business software, from small on-department systems, to enterprise-wide software systems. The division also provides a county-wide training program for all county employees on various software tools to enhance productivity and on cybersecurity best practices. The division shall also manage the county website’s technical platform.
- (3) GIS - The division of geographic information system (GIS), as well as the manager of GIS, is hereby established to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county's utility and effectiveness, data must be maintained. The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified ~~as described in subparagraph (d)(3)~~ below from time to time by council.

- (a) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

Applicant. Any person who submits a request for GIS products or services.

Customer. Any applicant who executes a contract for GIS products or services, or purchases copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

Data. Recorded quantitative and qualitative observational measurements and facts.

Data steward. The person, or his/her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

Geographic Information System (GIS) is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

Information. The result(s) obtained from processing, classifying, or interpolating data.

Open records. Standard system products as defined herein and non-digital source documents.

Standard system products. Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

Subscriber. Customer who purchases GIS service or products on a regular, frequent, and on-going basis.

- (b) Data and information distribution.

1. Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
2. All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall

identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.

3. A fee shall be collected from customers for copies of GIS data. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.
4. Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.
5. All GIS-related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.

~~DIVISION 2A. SPECIAL SERVICES~~

~~Sec. 2-200. Creation; director.~~

~~There is hereby created the department of special services and the position of director of special services. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.~~

~~(Ord. No. 058-05HR, § III, 9-6-05)~~

~~Sec. 2-201. Qualifications of director; selection; compensation.~~

~~The director of special services shall possess education, training and experience that are satisfactory to the county administrator.~~

~~Sec. 2-202. Responsibilities; powers; duties.~~

~~The special services department shall be responsible for:~~

~~(1) — Effectively managing a labor pool of community service and inmate labor personnel in support of county operations, such as picking up trash along the road right of ways and beautifying the community through a clean sweep program; and~~

~~(2) — Helping communities become self sufficient through sponsoring community cleanups; and~~

~~(3) — Holding community forums to address participants' questions about the clean sweep program and neighborhood cleanups.~~

DIVISION 9. OPERATIONAL SERVICES

Sec. 2-150. Creation; director.

There is hereby created the support services department and the position of director of support services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The support services department shall be responsible to administer the internal or housekeeping needs of the county government. It shall be responsible for the maintenance, custody and security of the entire physical plant and all of the support services required to keep the plant and all equipment at an acceptable level of operation and usability. The office shall be managed by the director of support services and shall be responsible also ~~for the communication system(s) serving the entire organization,~~ for coordinating a program of records management through the county archivist, and for such other responsibilities as may be assigned by the county administrator. The director of support services shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

Sec. 2-151. Qualifications of director; selection.

The director of support services shall be appointed solely on the basis of merit including technical and administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. The director of support services shall be selected and appointed by the county administrator with no definite term of office assigned. Preference will be given to individuals with a degree in engineering, public administration, business administration, or some other related discipline. The director of support services shall be paid an annual salary as recommended by the county administrator and approved by county council.

Sec. 2-152. Responsibilities; powers; duties.

The duties and responsibilities of the director of support services shall be:

- (1) To develop and implement a comprehensive program of maintenance, custody and security for the county's physical plant, including all buildings and facilities owned and operated by the county government;
- (2) To formulate and submit to the county administrator recommendations for continued improvement and effective utilization of the county's physical plant;
- (3) To establish a working relationship and liaison with all department and agency heads relative to their specific operational and/or space office requirements and needs;
- ~~(4) To develop through the same working relationship with all department and agency heads an understanding of the communication requirements and needs, and the development of a communication system(s) to meet those requirements and needs;~~
- (4) To provide assistance for all county departments and agencies to obtain auxiliary and/or housekeeping support and services;
- (5) To coordinate through the county archivist, a program of records management designed to serve all county departments and agencies; and
- (6) To perform such other related work as may be required and so assigned by the county administrator.

Sec. 2-153. Departmental Divisions.

The support services department shall include the following divisions:

- (1) Facilities and Grounds – This division shall perform routine maintenance on Richland County owned facilities and grounds.
- (2) Central Services –This division shall manage and operate the Richland County

mailing services.

DIVISION 10. PUBLIC WORKS

Sec. 2-154. Creation; director.

There is hereby created the public works department and the position of director of public works, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-155. Qualifications of director; selection.

The director of public works shall be a graduate of an accredited college or university with a major in civil engineering. The director shall possess a certified license as a professional civil engineer and shall have had at least five (5) years of previous experience as a public works director/engineer including supervisory, administrative and engineering experience. Such director shall possess training and/or experience in both public works and engineering which is satisfactory to the county administrator.

Sec. 2-156. Responsibilities; powers; duties.

The director of public works shall be responsible for the custody, security and maintenance of public works and physical properties of the county and shall be responsible to and under the supervision of the county administrator in the performance of his/her duties.

Sec. 2-157. Departmental Divisions.

The public works department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department-level administrative support, including personnel management, safety, training, standardization, finance, budget, payroll, material management, procurement, and geographic information services (GIS).
- (2) *Engineering* – This division, which shall be managed by a registered professional engineer, shall provide engineering services in support of county operations and infrastructure development, including the management and coordination of capital improvement projects.
- (3) *Stormwater ~~management~~* – This division shall provide stormwater management services in support of positive public drainage and “receiving water” quality.
- (4) *Roads and Drainage ~~maintenance~~* – This division shall maintain and improve the county road maintenance network and drainage infrastructure.
- (5) *Airport* – This division shall manage the Jim Hamilton Owens Airport operations.
- (6) *Solid Waste ~~and recycling~~* – This division shall provide residential collection of municipal solid waste (MSW) and recyclable materials within the unincorporated county, provide limited construction & demolition (C&D) landfill services, manage the Solid Waste stream within the county, and promote cost-effective recycling.
- (7) *Special Services* – This division shall be responsible for:
 1. Effectively managing a labor pool of community service and inmate labor personnel in support of county operations, such as picking up trash along the road right of ways and beautifying the community through a clean sweep program; and
 2. Helping communities become self-sufficient through sponsoring

community cleanups; and

3. Holding community forums to address participants' questions about the clean sweep program and neighborhood cleanups.

~~DIVISION 6. OFFICE OF OPERATIONAL SERVICES~~

~~Sec. 2-125. Office of operational services.~~

~~The office of operational services is hereby created and shall be responsible to administer the internal or housekeeping needs of the county government. It shall be responsible for the maintenance, custody and security of the entire physical plant and all of the support services required to keep the plant and all equipment at an acceptable level of operation and usability. The office shall be managed by the director of operational services and shall be responsible also for the communication system(s) serving the entire organization, for coordinating a program of records management through the county archivist, and for such other responsibilities as may be assigned by the county administrator.~~

~~Sec. 2-126. Position of director—Created; selection; appointment.~~

~~There is hereby created the position of director of operational services. The director of operational services shall be selected and appointed by the county administrator with no definite term of office assigned.~~

~~Sec. 2-127. Same—Qualifications; compensation.~~

~~The director of operational services shall be appointed solely on the basis of merit including technical and administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a degree in engineering, public administration, business administration, or some other related discipline. The director of operational services shall be paid an annual salary as recommended by the county administrator and approved by county council.~~

~~Sec. 2-128. Same—Responsibilities; duties.~~

~~The duties and responsibilities of the director of operational services shall be:~~

- ~~(1) —To develop and implement a comprehensive program of maintenance, custody and security for the county's physical plant, including all buildings and facilities owned and operated by the county government;~~
- ~~(2) —To formulate and submit to the county administrator recommendations for continued improvement and effective utilization of the county's physical plant;~~
- ~~(3) —To establish a working relationship and liaison with all department and agency heads relative to their specific operational and/or space office requirements and needs;~~
- ~~(4) —To develop through the same working relationship with all department and agency heads an understanding of the communication requirements and needs, and the development of a communication system(s) to meet those requirements and needs;~~
- ~~(5) —To provide assistance for all county departments and agencies to obtain auxiliary and/or housekeeping support and services;~~
- ~~(6) —To coordinate through the county archivist, a program of records management designed to serve all county departments and agencies; and~~
- ~~(7) —To perform such other related work as may be required and so assigned by the county administrator.~~

~~Sec. 2-129. Staff; personnel.~~

~~The director of operational services shall have such staff and assistants as are deemed necessary to the performance of his duties and operation of the office and approved by the county administrator. They shall be subject to the county personnel system and their compensation determined accordingly.~~

Sec. 2-130. Bond.

~~The director of operational services shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.~~

DIVISION 11. TRANSPORTATION PENNY

Sec. 2-158. Creation; director.

There is hereby created the transportation penny department and the position of director of the transportation penny department, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator. The transportation penny department shall manage all items of the Transportation Penny Program approved by voters in November 2012.

Sec. 2-159. Qualifications of director; selection.

The director of the transportation penny department shall be appointed solely on the basis of merit including technical and administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a degree in engineering, public administration, business administration, or some other related discipline. The director shall be paid an annual salary as recommended by the county administrator and approved by county council.

Sec. 2-160. Responsibilities; powers; duties.

The duties and responsibilities of the director of the transportation penny department shall be:

- (1) To develop and implement the Richland County Transportation Program
- (2) Serve as the liaison with the South Carolina Department of Transportation on all joint transportation projects
- (3) Coordinates all transportation projects with the Central Midlands Council of Governments
- (4) Oversees design and construction of all transportation projects
- (5) Coordinate and manage the distribution of transportation program information to the Transportation Advisory Committee
- (6) Study and pursue outside funding sources for the Richland County Transportation Program

DIVISION 12. UTILITIES

Sec. 2-161. Creation; director.

There is hereby created the department of utilities and the position of director of utilities, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his/her term of office shall be at the pleasure of the county administrator.

Sec. 2-162. Qualifications of director; selection.

The director of utilities shall possess education, training and experience that are satisfactory to the county administrator.

Sec. 2-163. Responsibilities; powers; duties.

The utilities department shall be responsible for enforcing all the provisions of Chapter 24, Utilities, and Chapter 24.5, Special Sewer Assessment Districts, of the Richland County Code of Ordinances.

Sec. 2-164. Departmental Divisions.

The utilities department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department level administrative support, including personnel management, standardization, finance, budget, payroll, material management and procurement.
- (2) *Operations* – This division shall provide professional operation of county water and wastewater treatment facilities, laboratory facilities and shall administer provisions of the county’s pre-treatment program.
- (3) *Maintenance* – This division shall manage, maintain, and improve all county utility systems, including facilities, grounds, water and sewer lines and associated apparatus.
- (4) *Engineering* - This division shall provide engineering services in support of county utility operations and infrastructure development, including the management and coordination of capital improvement projects funded by both public and private sources. Also develops and maintains the department mapping and geographic information system.

DIVISION 1. UTILITIES

~~Sec. 2-185. Creation; director.~~

~~There is hereby created the department of utilities and the position of director of utilities. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.~~

~~Sec. 2-186. Qualifications of director; selection; compensation.~~

~~The director of utilities shall possess education, training and experience that are satisfactory to the county administrator.~~

~~Sec. 2-187. Responsibilities; powers; duties.~~

~~The utilities department shall be responsible for enforcing all the provisions of Chapter 24, Utilities, and Chapter 24.5, Special Sewer Assessment Districts, of the Richland County Code of Ordinances.~~

~~Sec. 2-188. Departmental divisions.~~

~~The department of utilities shall be divided into the following functional divisions:~~

- ~~(1) — *Administration division.* This division shall coordinate all department-level administrative support, including personnel management, standardization, finance, budget, payroll, material management and procurement.~~
- ~~(2) — *Engineering division.* This division shall provide engineering services in support of county utility operations and infrastructure development, including the management and~~

~~coordination of capital improvement projects funded by both public and private sources. Also develops and maintains the department mapping and geographic information system.~~

~~(3) — *Maintenance division.* This division shall manage, maintain, and improve all county utility systems, including facilities, grounds, water and sewer lines and associated apparatus.~~

~~(4) — *Operations division.* This division shall provide professional operation of county water and wastewater treatment facilities, laboratory facilities and shall administer provisions of the county's pre-treatment program.~~

~~(5) — *Special project division.* This division shall provide administrative functions relating to the design and construction of utility system improvements in various communities as determined by County Council. This division administers the safety and training programs for the department.~~

SECTION IV. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the addition of the following sections and amendment of reserved sections:

Sec. 21-25. Use of county equipment by private parties and during public emergencies.

(a) Use and operation of county equipment. Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.

(b) Public emergency. A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, plane crash, train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, health, the environment, and prevent substantial property loss.

(c) Records. In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the man-hours involved.

(d) Reimbursement. The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

(e) Violation. The failure to comply with this section shall be grounds for suspension, removal or termination.

21-26. Burial of paupers and cremains.

The public works department shall bury paupers at a site designated for that purpose when directed to do so by the county administrator. Further, cremains originating from medical schools may be buried within the county cemetery by appropriately authorized personnel of such schools. Medical schools wishing to enter into these arrangements shall provide a list of names of authorized personnel and shall execute appropriate releases and hold-harmless agreements prior to any burials.

Secs. 21-27--21-33. Reserved.

SECTION V. The Richland County Code of Ordinances, Chapter 1, General Provisions; is hereby amended by the addition of the following section:

Sec. 1-17. Home Detention Program. *(just moved from another area of the code)*

(a) *Purpose.* The purpose of this section is to provide for a pilot Home Detention Program in Richland County as an alternative to confinement in the Alvin S. Glenn Detention Center, in accordance with the Home Detention Act of 1990 (S.C. Code 1976, § 24-13-1510 et seq, as amended).

(b) *Home Detention Program provided.* Pursuant to S.C. Code 1976, § 24-13-1530, electronic and nonelectronic home detention programs may be used by the magistrates of Richland County as an alternative to incarceration for low risk, nonviolent adult and juvenile offenders, as selected by the court. Applications for home detention by persons who are awaiting trial or by offenders whose sentences do not place them in the custody of the Department of Corrections may hereafter be made to the magistrates of Richland County as an alternative to incarceration. The county's home detention program shall comply with all applicable state and local laws and regulations, including S.C. Code 1976, § 24-13-1510 et seq.

SECTION VI. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION VII. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION VIII. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

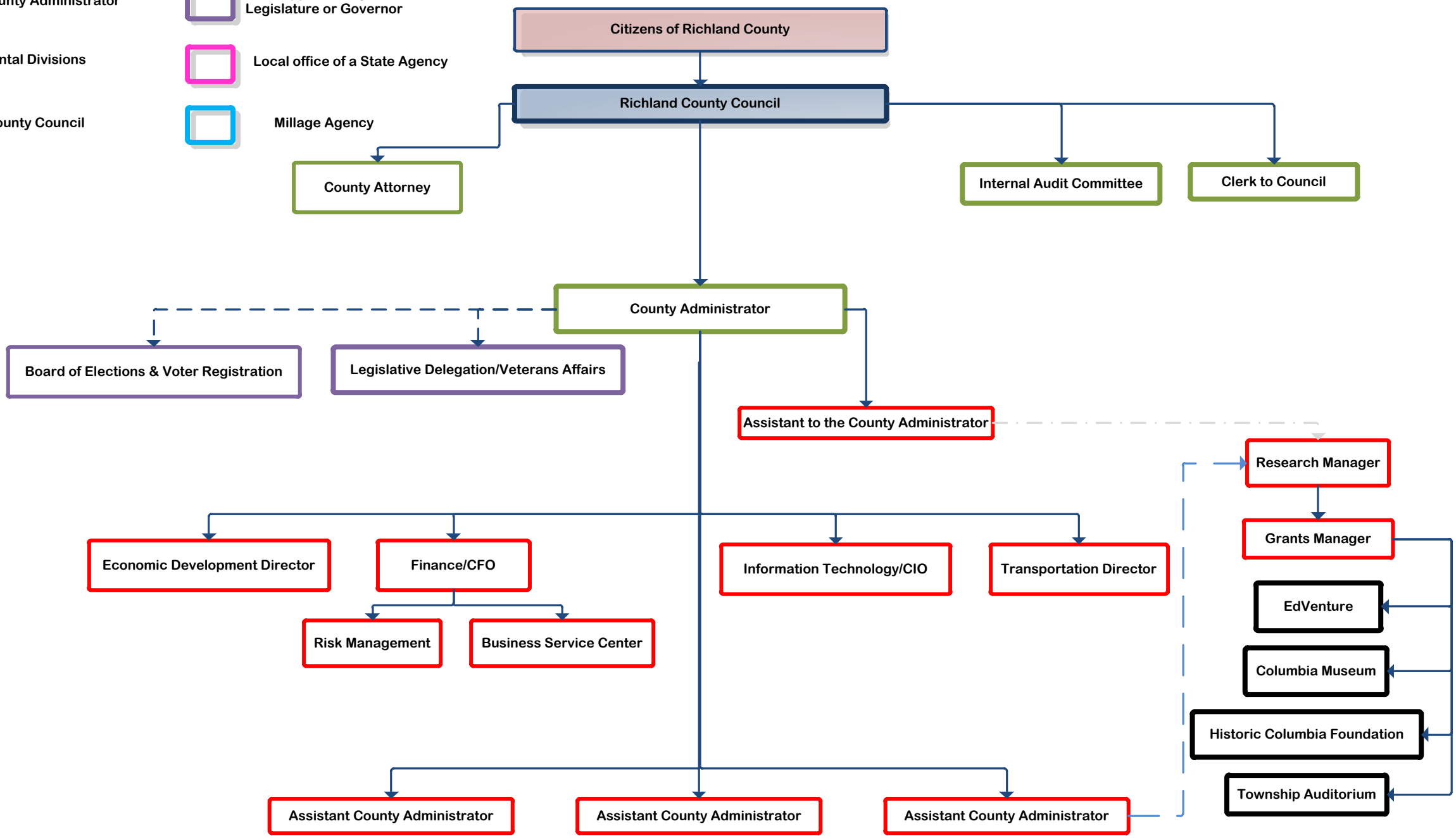
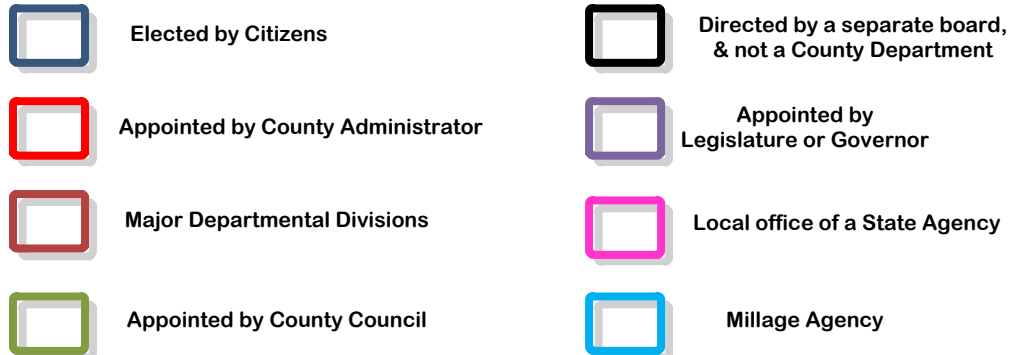
Attest this _____ day of _____, 2017.

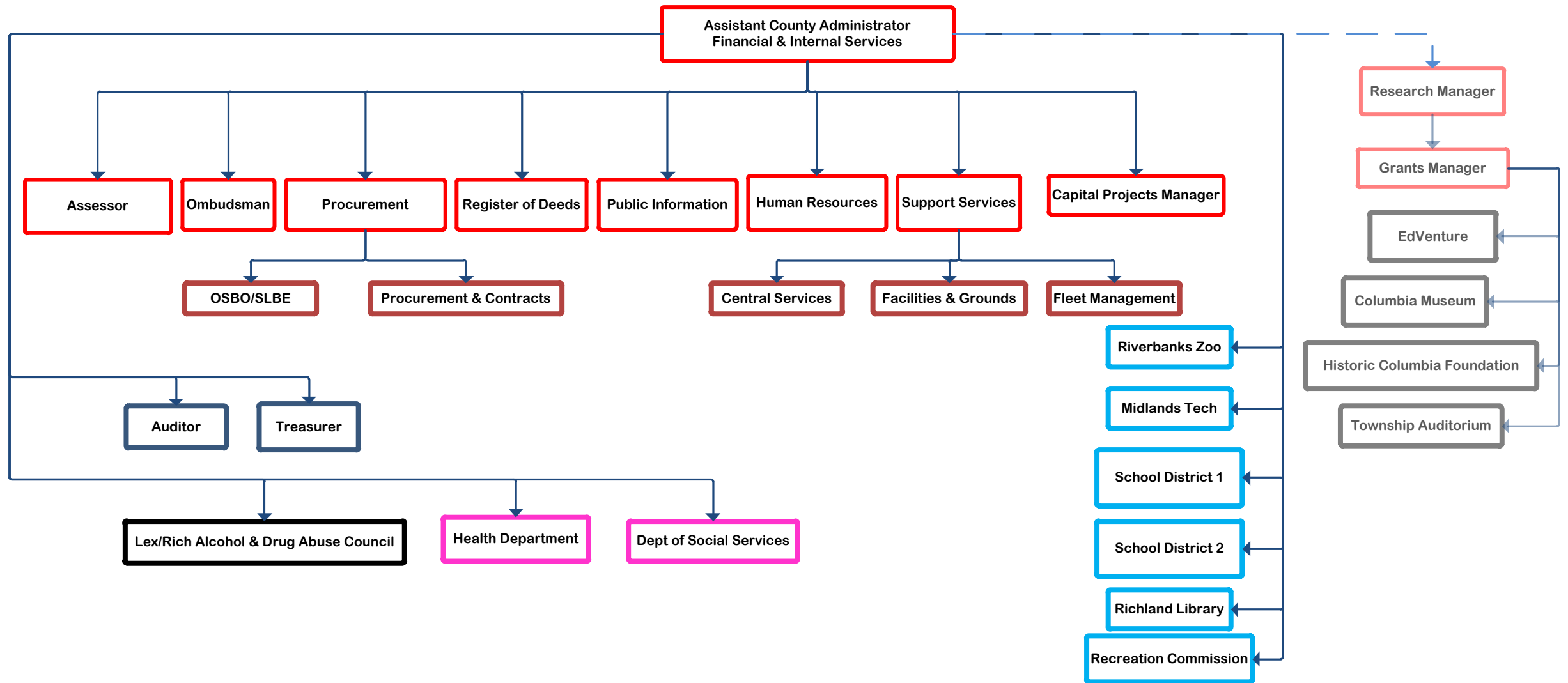
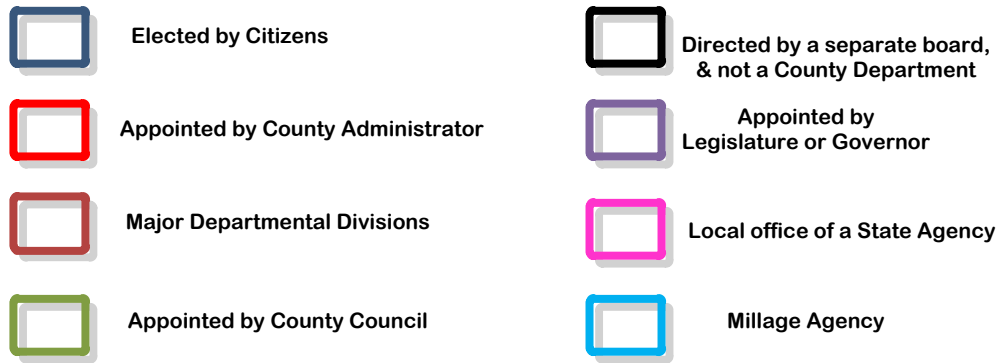
Michelle Onley
Deputy Clerk of Council

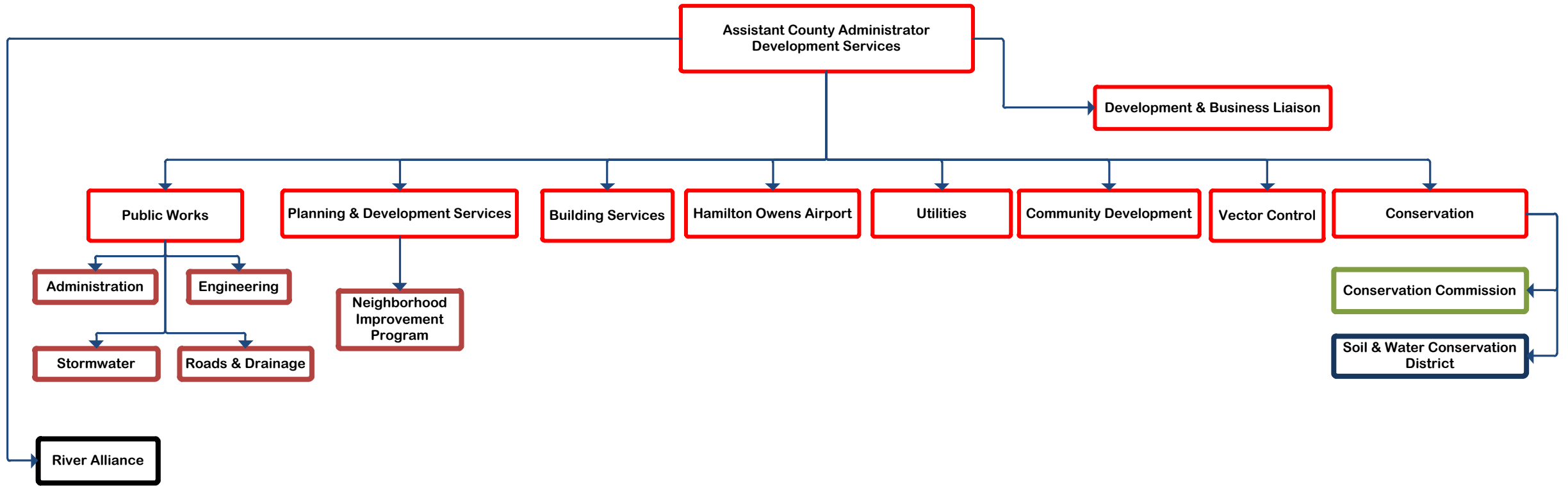
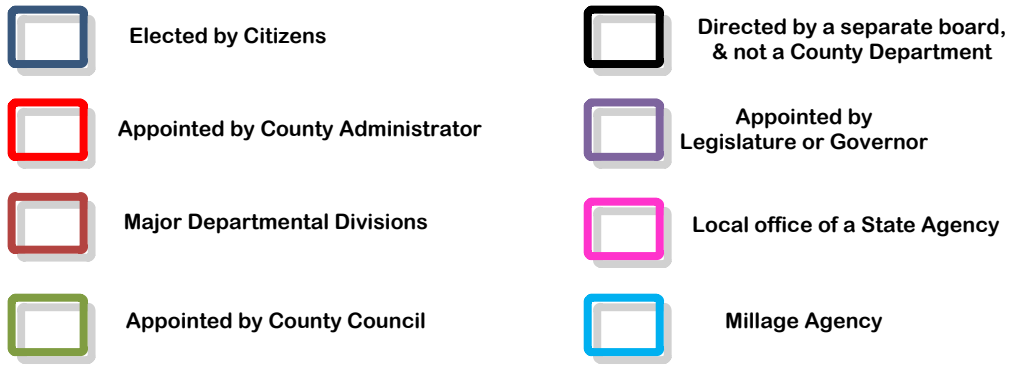
RICHLAND COUNTY ATTORNEY'S OFFICE

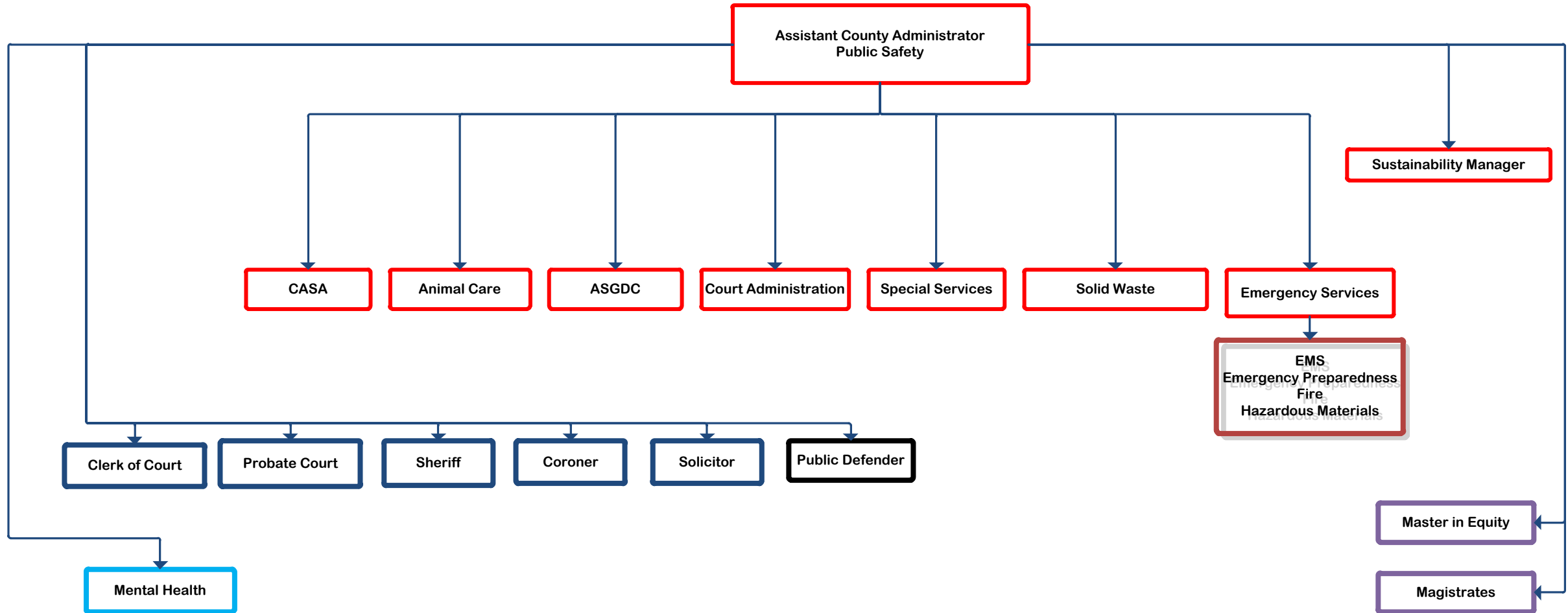
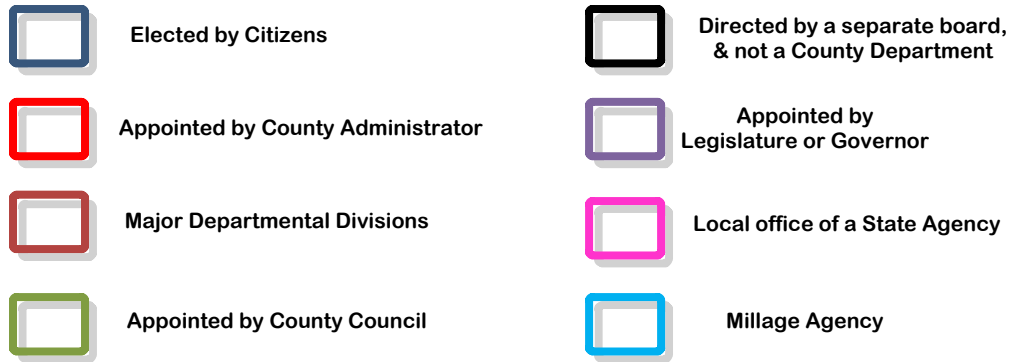
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Third Reading:
Public Hearing:



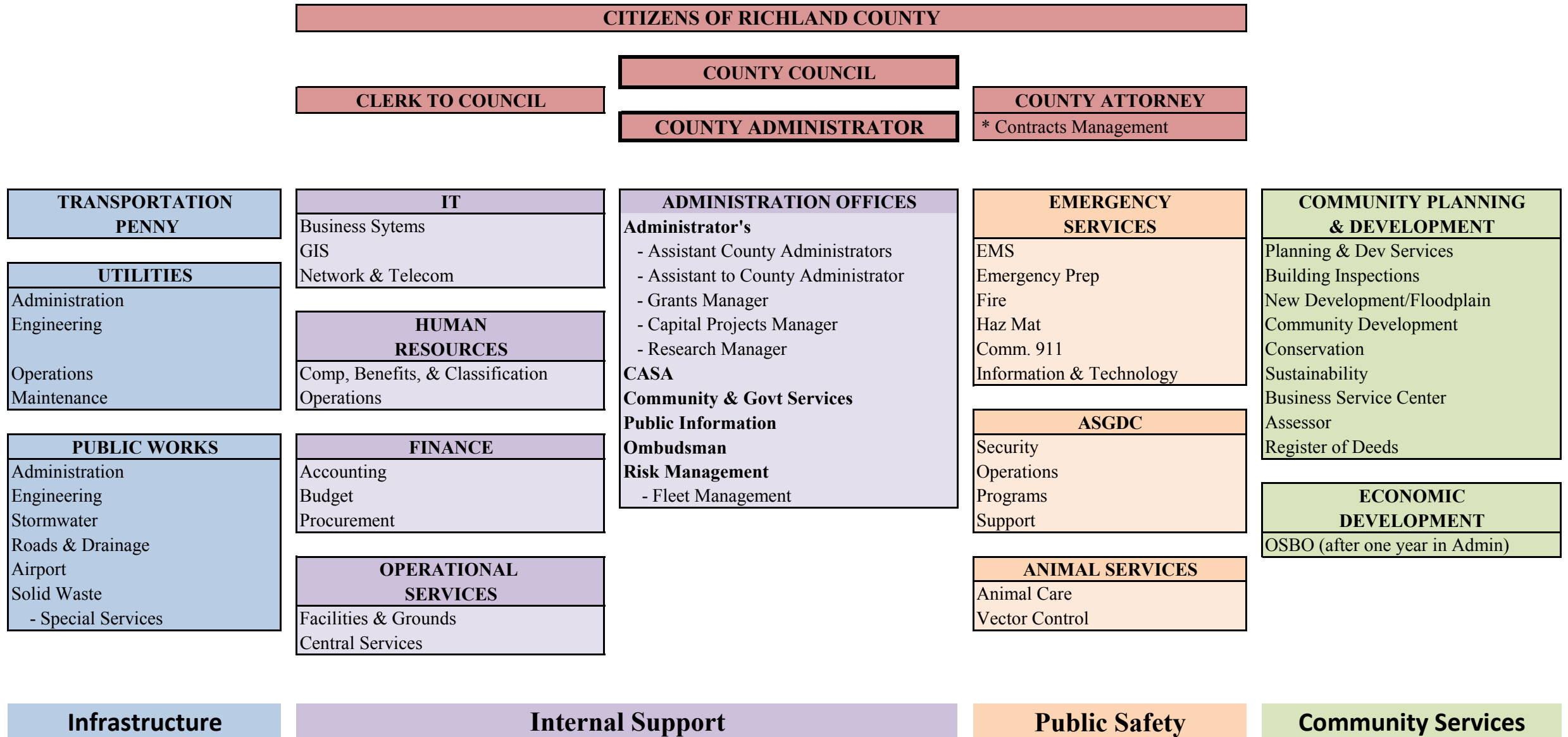






Richland County Organizational Structure (Proposed)

Note: Each box under Administration represents a Department (it is not a reporting organizational chart)



Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$100,000 of Hospitality Fund Balance to provide seed funding for commemorating Fort Jackson's 100th Birthday

First Reading: December 6, 2016

Second Reading: December 13, 2016

Third Reading:

Public Hearing:



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM 12 – 2

To County Council
From Gerald Seals, County Administrator
Date December 9, 2016
Subject Fort Jackson Centennial Park Funding Request

Background

At the November 15, 2016 County Council meeting, Councilmember Manning brought forth the following motion:

“Seed Funding for Commemorating Fort Jackson’s 100th Birthday”

Pursuant to that motion, the Gateway to the Army Association (Association) is requesting financial assistance from the County for the purposes of constructing a park on Fort Jackson to commemorate its 100th year of inception. The construction of the park will be presented as gift to the Army as part of a multi-day event, celebrating Fort Jackson. Per the Association, its intent is to provide a place where those connected to Fort Jackson and Fort Jackson’s friends, amongst other events, can congregate; conduct graduations, retirements and awards ceremonies, while honoring and appreciating what Fort Jackson does and has done since its inception in 1917.

The funding is being requested to initiate the development of this project and will serve as a concrete testament of the County’s support for Fort Jackson and its Military community. Gifts presented to a military installation must have approval from the Secretary of the Army. Based on the information presented by the Association, they are in the process of obtaining that approval.

Centennial Park

The Association intends to construct an approximately 4.5 acre park, inclusive of the following features:

- U.S. Army Soldier Statue
- Ceremonial Amphitheater
- Pathway of Patriots
- Wartime Theater Memorial
- Six covered Pavilions

Attached are design renderings of the park, along with a summary of park details provided by the Association. The public will have access to the park in a manner that is similar to the access policy currently in place with the existing waterpark on the Fort Jackson campus.

The City of Columbia has approved the allocation of \$300,000 to the Association for the construction of the park over a period of multiple funding cycles.

The City of Forest Acres has approved the allocation of \$50,000 to the Association for the construction of the park.

Recommended Funding Plan

The Association requested a commitment of \$500,000, which is approximately 20% of the \$2.7 million estimated construction cost of the project. Given the intent of this project, the Hospitality Tax Fund would be an appropriate funding source. Staff recommends a multi-year funding approach utilizing the Hospitality Tax fund balance as the funding source. Thus, the following funding schedule applies:

Year	Funding Source	Funding Amount
Year 1 (FY17)	Hospitality Tax Fund Balance	\$200,000
Year 2 (FY18)	Hospitality Tax Fund Balance	\$150,000
Year 3 (FY19)	Hospitality Tax Fund Balance	\$150,000
Total Funding Commitment		\$500,000

The said commitment can be absorbed through the funding available in the County’s Hospitality Tax fund balance, which currently stands at approximately \$10 million dollars. Additionally, it is expected that the Association will adhere to the County’s hospitality tax guidelines and policies.

In addition to the aforementioned funding recommendation for the Association staff recommends allocating Hospitality Tax funds for the promotion and re-branding of Southeast Lower Richland and the McEntire Joint National Guard Base in the amount of \$200,000. This will allow for the County to make an investment into the Military community and its host communities that is reflective of the importance of these assets to the County. Moreover, this will facilitate the attracting of tourists and visitors to this region of the County..

Given this information, Council may consider approving the following motion:

“Move to give second reading approval of a budget amendment in the amount of \$400,000 from the Hospitality Tax fund balance, of which \$200,000 will be allocated to the Gateway to the Army Association for the construction of Centennial Park, and \$200,000 will be allocated for the for the promotion and re-branding of Southeast Lower Richland and McEntire Joint National Guard Base”

Approval of the aforementioned motion will prompt the following actions:


1. Draws down funds from the County's Hospitality Tax fund balance in the amount of \$400,000.
2. Budgets the abovementioned funds into an account(s) specifically established to provide \$200,000 to the Gateway to the Army Association and allocate \$200,000 for the re-branding of Southeast Lower Richland and McEntire Joint National Guard Base.

Staff will include the Year 2 and Year 3 funding amounts of \$150,000, respectively, for the Association's Centennial Park in its Biennium Budget I request to Council for its consideration.


In the Spirit of Excellence,

A handwritten signature in blue ink, appearing to read "Gerald Seals", is written over a large, stylized blue circular stamp or mark.


Gerald Seals
County Administrator




Gateway to the Army
Association




Commemorating Fort
Jackson's 100th Birthday



Gateway to the Army Association



Gateway to the Army
Association



Centennial Park
Information Brief &
Request for Funding

Richland County Council


Gateway to the Army Association

Fort Jackson History

(Business Leaders Lead the Way!)

- March 14, 1917 – Columbians, led by Chamber of Commerce, raised \$5K to buy & donate 1200 acres of land for Army cantonment in Columbia
- June 2, 1917 – War Dpt granted final approval for Army Tng Ctr in Columbia
- June 8, 1917 – Columbia Chamber of Commerce honors Edwin Robertson for leading effort to secure cantonment in Columbia
- June 25, 1917 – Construction of first buildings started
- July 18, 1917 – Columbia cantonment designated as "Camp Jackson"
- September 5, 1917 – First Soldiers arrive at Camp Jackson


Gateway to the Army Association





Fort Jackson Facts

- Largest Initial Entry Training (IET) Site in the Army
- Trains over 72,000 Personnel per year
 - ✓ 54% of Army Basic Combat Training (BCT) Load
 - ✓ 64% of Army Female Soldiers
 - ✓ 27,000 in AG, Finance, Drill Sergeant Academy, Chaplain Schools & Mechanic courses
 - ✓ 2,000 Navy personnel for deployments in FY15

Gateway to the Army Association





SC Military Economic Impact

Branch	Economic Impact
SC Military	\$19.0 Billion
Fort Jackson	\$2.3 Billion
Military Visitors	\$40 Million (Midlands)



Gateway to the Army Association

Centennial Park Value

- Serves as a testament of support for future BRACs
- Continues the Legacy of Columbia's citizenry & business leaders from 1917
- Provides gathering place for 3000-5000 weekly visitors
- Educates visitors on wartime service of American Patriots
- Improves quality of life of Fort Jackson Soldiers, Employees and Residents


Gateway to the Army Association



Centennial Park "BRAC STRONG!"

- Base Realignment and Closure process (BRAC) determines which military installations grow and which ones are shut down
 - BRAC Committee looks for "military-supportive" communities during BRAC decision-making process
 - FT Jackson's annual economic impact benefits businesses, corporations and legislative bodies in Columbia, the Midlands and SC

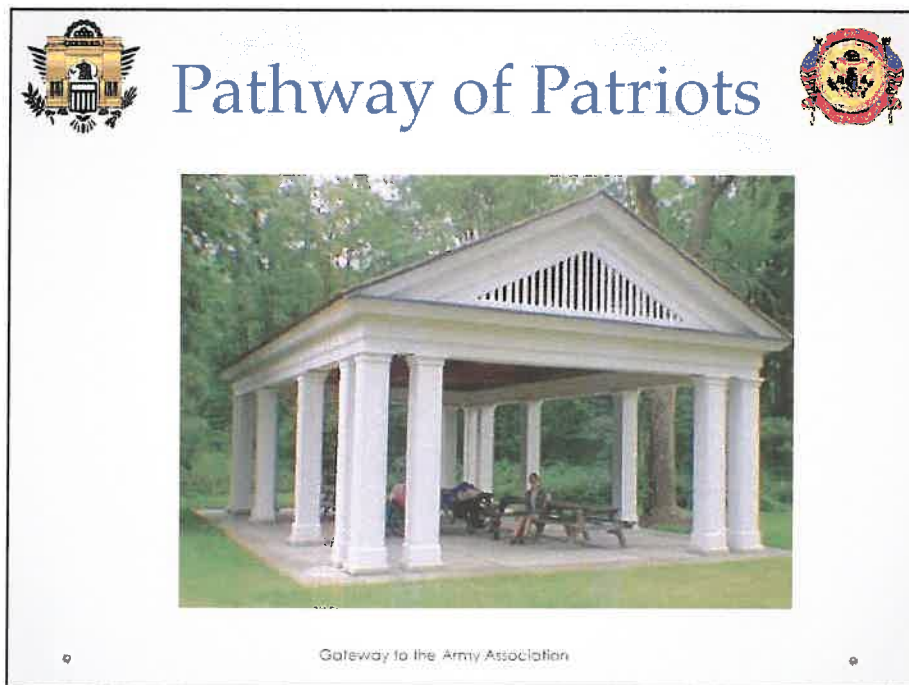
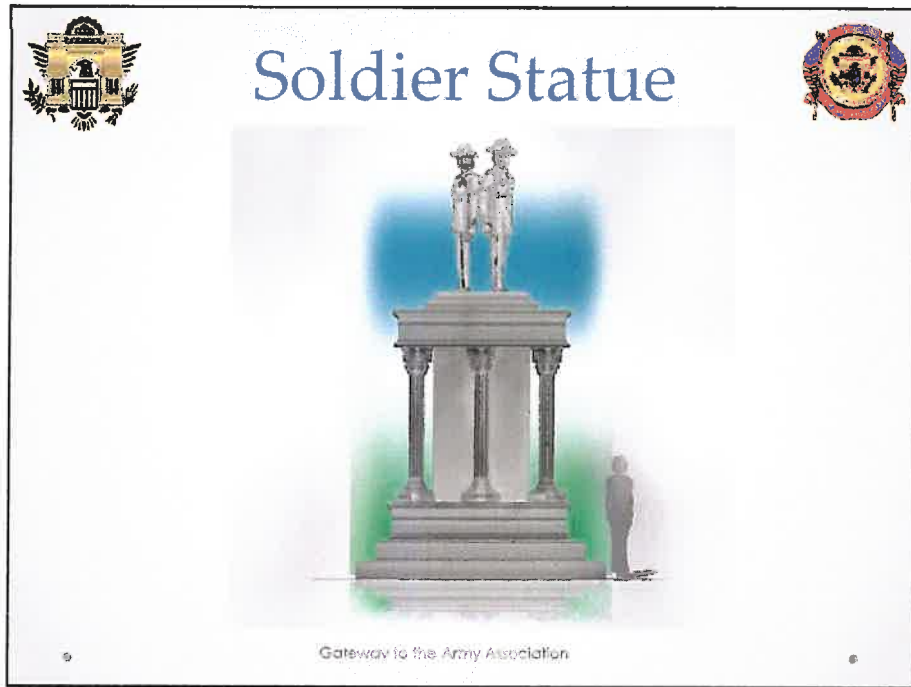
Gateway to the Army Association

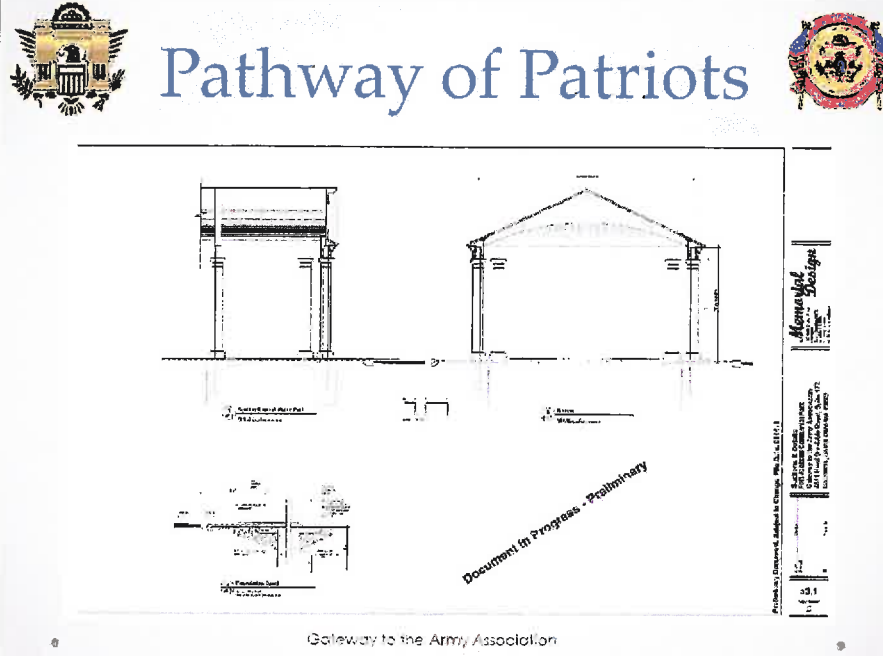


Park Overview



Gateway to the Army Association

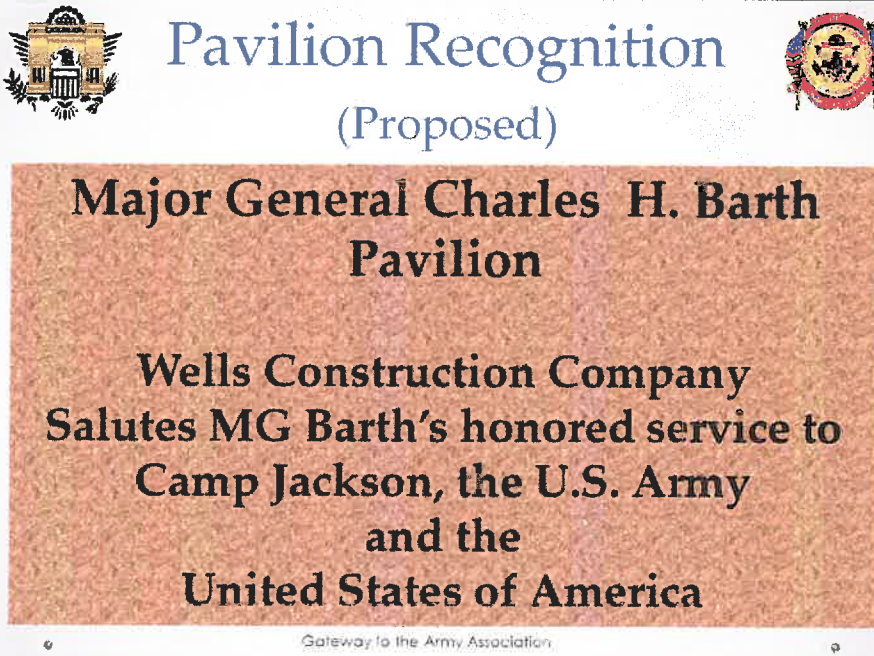




Pathway of Patriots

Architectural drawings showing elevations and a site plan for the Pathway of Patriots. The drawings include a section view on the left and an elevation view on the right. A site plan is shown below the section view. A diagonal stamp reads "Document in Progress - Preliminary". A vertical stamp on the right side reads "Monroy Design".

Gateway to the Army Association





Pavilion Recognition
(Proposed)

Major General Charles H. Barth Pavilion

**Wells Construction Company
Salutes MG Barth's honored service to
Camp Jackson, the U.S. Army
and the
United States of America**



Gateway to the Army Association



Administration


- GTTA established as a 501-C3 organization
- Estimated project cost is \$2.7 million
- Donations from community members, veterans, patriots, area businesses, philanthropists, & defense contractors
- Granite pavers for \$99 (4"x 8") & \$199 (8"x 8")
- Website www.gatewaytothearmy.org
- Facebook site
- Groundbreaking fall 2016
- Primary designer: Ron Clamp

Gateway to the Army Association




GTTA Board


- CSM (ret) Marty Wells, president
- Bill Eisele, vice president
- Col. (ret) Sam Brick, secretary
- Col. (ret) Gene Gordon, treasurer
- Maj. Gen (ret) George Goldsmith
- Maj. Gen. (ret) Abe Turner
- Dan Hennigan, executive officer
- Tom Sliker
- Col. (ret) Bryan Hilferty
- CSM (ret) Ron Friday (not pictured)
- Ted Stambolitis (not pictured)











Gateway to the Army Association



GTТА Honorary Board



- GEN (ref) Fred Woerner, SOUTHCOM & History board
- Sgt. Maj. of the Army (ref) Jack Tilley
- Sheriff Leon Lott, Richland County Sheriff
- Mayor Steve Benjamin
- Jennifer Harding, Russell & Jeffcoat Realtors
- Alex English, NBA Hall of Famer
- Joe Pinner, TV Personality
- Otis Rawl, President/CEO, Lexington Chamber of Commerce

Gateway to the Army Association



Centennial Park Corporate Sponsors









thestate.com






Gateway to the Army Association



**Centennial Park
In-Kind Sponsors**

CHAO
AND ASSOCIATES, INC.
CONSULTING ENGINEERS
& LAND SURVEYORS

**GRIMBALL
COTTERILL**

*Memorial
Design*

McCreary/Snow Architects, PA
Architects & Planners

GWA
INC.
Electrical Engineers

Gateway to the Army Association



Sponsor Recognition

- Corporate name and logo to be placed on the Centennial Park "Title Stone"
- Corporate logo and link to corporate website will be displayed (and meta tagged/indexed) as a link on GTIA's website
- Periodic iHeart Media PSAs mentioning sponsors
- Corporate name and logo place on a 8X8 commemorative brick conspicuously placed on our "Pathway of Patriots".
- Regular notice on our social media posts
- Corporate name and logo place in our printed material such as invitations, programs, brochures etc.



Gateway to the Army Association



Sponsor Recognition Cont.

- Corporate name and logo placed in our newspaper advertisements
- Corporate name will be featured in a official news release to all electronic and print media in South Carolina
- Corporation will be recognized at all GTTA events and activities
- Invitation to and recognition at the Centennial Park dedication

Gateway to the Army Association







How Richland County Council Can Help

- Provide \$500,000 over 2-3 years for the construction of Centennial Park
- Talk About Centennial Park in Your Work Places and Community
- Help GTTAA Identify Potential Partners

Gateway to the Army Association

Questions?



Gateway to the Army Association

Richland County Council Request of Action

Subject: Council Motion: Seed Funding for Commemorating Fort Jackson's 100th Birthday

A. Purpose

Council is requested to consider a motion brought forth by Councilmembers Manning and Dixon at the November 15, 2016 County Council meeting regarding the provision of "seed" funding commemorating Fort Jackson's 100th birthday event.

B. Background / Discussion

At the November 15, 2016 County Council meeting, Councilmember Manning brought forth the following motion:

"Seed Funding for Commemorating Fort Jackson's 100th Birthday"

The Gateway to the Army Association, per its website, is a South Carolina non-profit corporation established to encourage patriotism by facilitating honor and respect for the Army.

One of its projects is to honor Fort Jackson's centennial in 2017 by the funding and constructing a monument and park to provide a place where those connected to Fort Jackson and Fort Jackson's friends, amongst other events, can congregate; conduct graduations, retirements and awards ceremonies, while honoring and appreciating what Fort Jackson does and has done since its inception in 1917.

Per the Council motion, Council is requested to contribute funding to the Gateway to the Army Association for purpose as described above.

The County's Hospitality Tax fund balance would be an available funding source.

C. Legislative / Chronological History

November 15, 2016 – Council motion: "Seed Funding for Commemorating Fort Jackson's 100th Birthday"

D. Alternatives

1. Consider the Council motion and proceed accordingly.
2. Consider the Council motion and do not proceed accordingly.

E. Final Recommendation

The decision to funding the commemoration of Fort Jackson's centennial is ultimately a funding decision for County Council. However, Council may consider providing an initial funding commitment to facilitate or "seed" this endeavor using the Hospitality fund balance as a funding source. Any additional funding considerations to be vetted by staff and reviewed by Council during the Biennium Budget I process.

BUDGET

MONTHS
TASK

Bill to GTTAA

STATUE

SCANNING MODELS	\$600.00
COST OF SCULPTURE QUALITY STOCK FOR STATUES \$11,500.00	
ROUGHING OUT STATUES KEYSTONE	\$70,669.00
TRANSPORT OF ROUGHED OUT STOCK	\$475.00
CARVING	\$88,600.00

STATUE PEDESTAL	\$3,207.00
TOP CAP PEDESTAL	\$185.00
CAP PEDESTAL	\$215.00
CROWN	\$28,543.00
CARVE MOLDING CROWN	
7 CAPITALS ROUGHED OUT STOCK AND CARVE	\$29,393.00
CARVE CAPITALS	
7 COLUMNS	\$15,422.00
7 COLUMN BASES	\$15,400.00
INSCRIPTION 7 VALUES	\$560.00
CENTER CORE	\$23,524.85
TOP SUBBASE	\$30,350.00
CARVE MOLDING TOP SUBBASE	
SUBBASE	\$16,455.00
CARVE WASH ON SUBBASE	\$4,500.00
BASE	\$18,543.00
INSTALLATION AND CONSTRUCTION OF STATUE	\$42,000.00

CEMENTUMIAL PARK COMPONENTS (MAY 2018)
 or
MATERIALS

PATHWAY OF PATRIOTS
 36 HONOR STONE STOCK

\$2,592.00

STEEL MATERIAL	\$990.00
CARVE HONOREES	\$2,250.00
INSTALLATION	\$2,700.00

THEATER MEMORIAL

STOCK FOR THEATER MEMORIAL	\$67,500.00
STEEL FINISH THEATER WALL	\$1,950.00
INSTALLATION TW	\$12,000.00
DEMOLITION BRONZE	\$5,000.00
RESTORE BRONZE	\$36,000.00
NEW MOUNTING HARDWARE	\$650.00
CARVE RECEIVERS FOR BRONZE	\$950.00
INSTALL BRONZE	\$8,500.00

MURAL

ENTRANCE MURAL STOCK	\$2,100.00
CARVE MURAL	\$42,500.00
INSTALLATION MURAL	\$4,500.00

AMPTHEATER

AMPTHEATER RISER STOCK	\$156,480.00
CARVING AMPTHEATER RISERS	\$72,000.00
STEPS	\$4,709.00
WALL BLOCKS	\$8,572.00
TRIM COPING	\$5,002.00
FLOOR BANNERS	\$3,572.00
INSCRIPTION ON FLOOR PATCH	\$2,500.00

INSTALLATION OF RISERS	\$30,000.00
INSTALLATION OF COPING	\$3,500.00
INSTALLATION OF FLOOR BANNERS	\$1,250.00
INSTALLATION STEPS	\$7,200.00
INSTALLATION OF WALL BLOCKS	\$28,000.00
CORING FOR LIGHTS	\$4,850.00
STEEL AMPITHEATER	\$2,500.00

PROFESSIONAL SERVICES

ARCHITECT AND PROJECT MANAGEMENT	\$75,000.00
LANDSCAPE ARCHITECT	\$40,000.00
ELECTRICAL ENGINEERING	\$25,000.00
STRUCTURAL ENGINEERING	\$20,000.00
CIVIL ENGINEERING	\$20,000.00
CONCEPTUAL DESIGNING	\$40,000.00
GEOTECH	\$4,000.00
SURVEYS	\$8,600.00
SWPPP INSPECTIONS ALLOWANCE	\$9,000.00

FUNDRAISER

FUNDRAISER PAVERS (PAID INDIVIDUALLY)	\$0.00
INSTALLATION (INCL UDED GC)	\$0.00
SHIPPING AND HANDLING	\$450.00
DONOR BENCH WALL MATERIAL	\$3,600.00
DONATION PLAQUES MATERIAL	\$1,635.00
CARVING BASE	\$2,250.00
CARVING CAP	\$600.00
INSTALLATION	\$2,500.00

CRANE SERVICES
 8 TON EQUIPMENT RENTAL AND OPERATIONS \$18,000.00
 60 TON EQUIPMENT RENTAL AND OPERATIONS \$71,000.00
 FREIGHT \$48,000.00

PRO BONO
 HOME BUILDERS ASSOCIATION - PAVILLIONS \$90,000.00
 ELECTRICAL
 SCEG \$60,000.00
 GREGORY \$60,000.00

SITE FURNISHINGS

TOTALS \$1,520,093.85
 GENERAL CONTRACTING \$906,729.95

\$2,426,823.80
 Contingency Fund \$350,000.00

\$2,776,823.80

GENERAL CONTRACTING BREAKDOWN	
ITEM	
Project Management	
Admin Management	
Testing	
Porta John	

QUANTITY	UNITS
1	Ls
1	Ls
1	Ls
8	Weeks

Final Clean Up
Layout and Staking
Dumpster
As Built Drawings (Not provided)
12" RCP Storm Drainage (no stone & fabric wrap)
Drop Inlets
Junction Box
Tie Into Existing drop inlet
Inlet Protection
Sleeving
Concrete flatwork 4" thick (includes turn down footers holdouts for granite inserts, VIP area SOG-excludes st
Amphitheater Step Fts(3 risers x 6L)
Amphitheater Step flats (5'x6') x 8 EA
Amphitheater structural concrete
Concrete Underslab for Paver "A"
Concrete Underslab for Paver "B"
Concrete SOG - Picnic Shelter (6 EA)
Concrete for Granite Banding (2' W) and concrete foot rest(2' W)
Structural Concrete for Plaza & flag pole area
Pavers (excludes VIP Areas)
Parking striping 4" Solid fast Dry
Handi cap symbols (Fast Dry Paint)
Handi cap signs
Centipede Sod Inside new sidewalks and seed elsewhere
Landscaping (ALLOWANCE) (Use smaller Material sizes)
Irrigation (plug) (Above ground temp watering)
Top Soil (4" THK, 84,108 sf STRIP/RESPREAD)
Mulch 4877 SF OF PLANTING BEDS
Fine grading
site Lighting (Donated)
Shelters (Donated)
Granite Work
Exclude French drains at amphitheater seating
Asphalt Paving

Concrete flatwork 4" thick (includes turn down footers holdouts for granite inserts, VIP area SOG-excludes st

1	Ls
6	Pulls
1	Ls
592	LF
7	EA
1	EA
1	EA
9	EA
10	EA
2281	SY
1	LS
1	LS
1	LS
428.33	SY
187.33	SY
1010	SY
782	LF
1	LS
5000	SF
970	LF
6	EA
6	EA
1	LS
1	LS
1	Ls
1038	cy
60	cy
9887	SY
1	
1	
-1	
1	
1	

Hndraails
Hauling of Demolished Items
Deduct 2'x1' leveling pad at granite seats and granite walls
misc

	1	
	-1	
	1	
	1	

Richland County Council Request of Action

Subject:

Authorizing the provision of water and sewer infrastructure to the Pineview Industrial Park and the execution of certain agreements related thereto; authorizing an amendment to the master agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County ("Park") to amend the internal distribution to Richland County for property located in the Pineview Industrial Park area of the park; and other related matters [PAGES]

First Reading: December 13, 2016

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

**AUTHORIZING THE PROVISION OF WATER AND SEWER
INFRASTRUCTURE TO THE PINEVIEW INDUSTRIAL PARK AND
THE EXECUTION OF CERTAIN AGREEMENTS RELATED
THERETO; AUTHORIZING AN AMENDMENT TO THE MASTER
AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL
INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD
COUNTY (“PARK”) TO AMEND THE INTERNAL DISTRIBUTION TO
RICHLAND COUNTY FOR PROPERTY LOCATED IN THE PINEVIEW
INDUSTRIAL PARK AREA OF THE PARK; AND OTHER RELATED
MATTERS**

WHEREAS, Richland County, South Carolina (“Richland”), has previously developed the Pineview Industrial Park (“Pineview Park”), as more particularly identified on Exhibit A, in order to attract industrial and commercial enterprises to the County for the purpose of promoting the economic development of the County;

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, as amended, the County, together with Fairfield County, South Carolina, has previously developed the I-77 Corridor Regional Industrial Park (“I-77 MCIP”), which is governed by the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003, as amended (“Master Agreement”) and designated the Pineview Park as being within the geographical boundaries of the I-77 MCIP;

WHEREAS, to further aid in the attraction and location of industrial and commercial enterprises in the Pineview Industrial Park, the County desires to extend and install certain water and sewer infrastructure in the Pineview Park from existing water and sewer infrastructure proximate to the Pineview Park;

WHEREAS, the City of Columbia, South Carolina (“City”) and the County have previously executed an Intergovernmental Agreement Relating to the Pineview Industrial Park dated as of May 26, 2015 (“Services IGA”), pursuant to which the City has agreed to provide water and sewer services to the owners located or to be located in the Pineview Park (collectively, “Pineview Owners”), without requiring the Pineview Owners to be annexed into the geographical boundaries of the City, in exchange for a portion of the fee-in-lieu of *ad valorem* tax payments from the Pineview Park (“Fee Payments”);

WHEREAS, as the anticipated provider of the water and sewer services to the Pineview Owner, the County desires, and the City has agreed, for the City to join in sharing the cost of the installation of the water and sewer infrastructure necessary to serve the Pineview Park;

WHEREAS, the County and the City desire to memorialize the agreements as to the sharing of the costs of the water and sewer infrastructure in an Intergovernmental Agreement for Pineview Industrial Park Water and Sewer Infrastructure (“Infrastructure IGA”), the form of which is attached as Exhibit B;

WHEREAS, pursuant to the Act and the Master Agreement, the County further desires to amend the Master Agreement as set forth in the Fourth Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, the form of which is attached as Exhibit C (“Fourth Amendment”) to ratify and approve the distribution of Fee Payments to the City as provided in the Services IGA;

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA ORDAINS:

Section 1. *Water and Sewer Infrastructure.* County Council authorizes the acquisition, installation and expansion of water and sewer infrastructure, including the acquisition of any real or personal property, as may be necessary to provide water and sewer services to the Pineview Park at the anticipated service levels appropriate to the Pineview Owners. Each and every action, including the expenditure of funds or execution of documents, taken in connection with the provision of water and sewer services to the Pineview Park prior to the date of this Ordinance is ratified and approved. County Council further authorizes the application and administration of any grants that County personnel may determine is appropriate, desirable or necessary to assist in paying the costs associated with the acquisition, installation or expansion of the water and sewer infrastructure.

Section 2. *Infrastructure IGA Authorized.* County Council authorizes the Infrastructure IGA and the form, terms and provisions of the Infrastructure IGA that is before this meeting are approved. The Chairman of County Council is authorized and directed to execute the Infrastructure IGA in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Infrastructure IGA.

Section 3. *Fourth Amendment Authorized.* County Council authorizes an amendment to the Master Agreement, as set forth more fully in the Fourth Amendment, to ratify and approve the internal distribution of the Fee Payments. The form, terms and provisions of the Fourth Amendment that is before this meeting are approved. The Chairman of County Council is authorized to execute the Fourth Amendment subject to the approval of any revisions or changes as are not materially adverse to the County by counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fourth Amendment.

Section 4. *Further Assurances.* The Chairman of County Council, the County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further action, including the negotiation or execution of documents, as the Chairman of County Council, the County Administrator (and his designated appointees) deem to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 5. *Savings Clause.* The provisions of the Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable, then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance shall be effective after its third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Richland County, South Carolina

(SEAL)

Attest this ____ date of _____.

Clerk to Council
Richland County South Carolina

First Reading: December 13, 2016
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
DESCRIPTION OF PINEVIEW PARK

The Pineview Park is comprised of the following tax map numbers:

R16100-03-17
R16100-02-02
R16100-02-04
R16100-02-20
R16100-02-16
R16100-03-05
R16200-03-01
R16209-01-01
R16200-03-20

EXHIBIT B
FORM OF INFRASTRUCTURE IGA

EXHIBIT C
FORM OF FOURTH AMENDMENT

**FOURTH AMENDMENT TO MASTER AGREEMENT
GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

This Fourth Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Fourth Amendment”) is effective as of [].

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), Richland County, South Carolina (“County”) and Fairfield County, South Carolina (“Fairfield”) entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Agreement”) a copy of which is attached as Exhibit A;

WHEREAS, each capitalized term not defined in this Fourth Amendment has the meaning as provided in the Agreement and, if not provided in the Agreement, as provided in the Act;

WHEREAS, the County has previously adopted three amendments to Section 3.03(a), effective April 3, 2012, July 1, 2014, and September 8, 2015, each of which modified the internal distribution of the County’s Revenues;

WHEREAS, the County entered into an Intergovernmental Agreement with the City of Columbia, South Carolina (“City”), dated May 26, 2015 (“IGA”), in which the City agreed to furnish water and sewer services to Pineview Industrial Park (“Pineview”), which the County has previously designated as located within the geographical boundaries of the Park, without annexing Pineview into the City, in exchange for a portion of the Fee Payments generated by property located in the County;

WHEREAS, pursuant to the Act and Section 3.03(b) of the Agreement, the County wishes to further amend Section 3.03(a) to modify the internal distribution of the County’s Revenues to effectuate the IGA and further encourage the economic development of the County; and

WHEREAS, by Ordinance No. [], the County authorized the execution and delivery of this Amendment.

NOW, THEREFORE, the County amends the Agreement as follows:

Section 1. Amendment to Internal Distribution of Revenues. As authorized by the Act and Section 3.03(b) of the Agreement, the County amends the internal distribution of the County’s Revenues by amending Section 3.03(a) of the Agreement through the deletion of all of Section 3.03(a) following the sentence “Fairfield hereby elects to retain all of the Revenues from the Park” and inserting the following:

(i) For Revenues generated by properties located in Fairfield and received by Richland pursuant to Section 3.02(b), Richland shall deposit all of the Revenues into the “Richland County Industrial Park Fund” (“Fund”).

(ii) For Revenues generated by properties in Richland and located in the Pineview Industrial Park (“Pineview”), as more particularly described in the attached Exhibit B, and retained by Richland under Section 3.02, Richland shall (A) first, if the property is (X) located in the Park on or after January 15, 2009, and (Y) subject to a negotiated FILOT or a special source revenue credit incentive, deposit 3% of the Revenues into the Fund, (B) second, remit 10% of remaining Revenues

to the City of Columbia (“City”) as payment for providing water and sewer services to Pineview in accordance with the terms of the Intergovernmental Agreement between the City and the County dated May 26, 2015, and (C) third, distribute the remaining Revenues on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(ii) For Revenues generated by properties Richland and not located in Pineview and retained by Richland under Section 3.02, Richland shall (A) first, if the property is (X) located in the Park on or after January 15, 2009, and (Y) subject to a negotiated FILOT or a special source revenue credit incentive, deposit 3% of the Revenues into the Fund, (B) second, distribute the remaining Revenues on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

Section 2. Remainder of Agreement. Except as described in this Amendment’s Section 1, the Agreement remains unchanged and in full force.

Section 3. Execution. This Amendment may be executed, in original, by electronic means, or by facsimile, and is effective on delivery of the Amendment to Fairfield.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council effective as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Torrey Rush, Chairman, Richland County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

**EXHIBIT A
MASTER AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT
FOR PINEVIEW INDUSTRIAL PARK WATER AND SEWER INFRASTRUCTURE**

This **AGREEMENT** is entered into this _____ day of _____, 2016, by and between the City of Columbia (hereinafter referred to as "City"), and the County of Richland (hereinafter referred to as the "County"), for the sole purpose of cost sharing for water and sewer infrastructure improvements ("Improvements") to the Pineview Industrial Park located in unincorporated Richland County ("Pineview").

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

WHEREAS, the City and the County have entered into an Intergovernmental Agreement dated May 26, 2015, wherein the County requested that the City provide water and sewer services to the property owners in Pineview; and

WHEREAS, the City provides residential and commercial water and sewer services to users inside and outside of the geographic boundaries of the City; and,

WHEREAS, it is understood and agreed between the parties hereto that providing water and sewer services to Pineview will require the installation of water and sewer infrastructure from current City lines to Pineview Industrial Park (the "Project"); and,

WHEREAS, the City anticipates that the cost of the Project will be \$3.5 million to \$4 million, \$2 million of which will be provided by a grant to Richland County from the South Carolina Department of Commerce (the "Commerce Grant"); and,

WHEREAS, the County has agreed to pay in advance the costs of the Project that exceed the amount of the Commerce Grant, which excess amount is estimated to be \$2 million ("County Expenditure"); and

WHEREAS, the City has agreed to reimburse the County for a portion of the County Expenditure of an amount not to exceed \$1.5 million ("City Commitment").

NOW, THEREFORE, the parties hereto agree as follows:

1. The County shall cause to be performed all work relating to the design and construction of the Project. The County will provide to the City a copy of the successful bid for the Project upon County Council approval of the bid. Such design and construction shall comply with all applicable City, state and federal codes and, specifically, City design and construction guidelines for water and sewer infrastructure.
2. After three (3) months of the first new taxpayer commencing operations at a facility located in Pineview, or after eighteen (18) months of completion of the Project, whichever is earlier, the City will begin to make payments to the County to fulfill the City Commitment. The City Commitment shall be the lesser amount of the actual amount of the County Expenditure or \$1.5 million. The City Commitment shall be paid over a period of three (3) years in equal annual installments equal to one-third (1/3) of the City Commitment, unless otherwise and subsequently agreed upon by both parties.
3. This Agreement represents the entire agreement between the City and the County and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only a written instrument signed by both the City and the County may amend this Agreement.

Witness the parties' respective hands and seals on the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
City Manager

COUNTY OF RICHLAND

Witness

By: _____
County Administrator

RECOMMENDED BY: _____ Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$200,000.00 of Hospitality Fund Balance to the SC Air National Guard to assist in funding for advertisement and promotion of the 2017 South Carolina Guard Air & Ground Expo

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_HT_02

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE \$200,000.00 OF HOSPITALITY FUND BALANCE TO THE SC AIR NATIONAL GUARD TO ASSIST IN FUNDING FOR ADVERTISEMENT AND PROMOTION OF THE 2017 SOUTH CAROLINA GUARD AIR & GROUND EXPO.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of Two Hundred Thousand Dollars (\$200,000.00) be appropriated to assist in funding for advertisement and promotion of the South Carolina Guard Air & Ground Expo. Therefore, the Fiscal Year 2016-2017 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 10,967,500
Appropriation of Hospitality Tax Fund Balance:	\$ <u>200,000</u>
Total Hospitality Tax Fund Revenue as Amended:	\$ 11,167,500

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 10,967,500
2017 South Carolina Guard Air & Ground Expo:	\$ <u>200,000</u>
Total Hospitality Tax Fund Expenditures as Amended:	\$ 11,167,500

SECTION II Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2017

Michelle Onley
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject:

CASA: Memorandum of Agreement with SC Department of Social Services

Richland County Council Request of Action

Subject: CASA: Memorandum of Agreement with SC Department of Social Services

A. Purpose

County Council is requested to approve a Memorandum of Agreement (MOU) between RCCASA (Court Appointed Special Advocate) and SCDSS (Department of Social Services), effective October 1, 2016, for one (1) year. The purpose of the MOU is to draw down Federal IV E funds to support the county's investment in training community volunteers to serve as Guardians ad Litem who can effectively meet the complex needs of the child welfare population

B. Background / Discussion

In 2008 the Fostering Connections to Success and Increasing Adoptions Act expanded training opportunities to new populations to include, for the first time, Guardians ad Litem for abused and neglected children. The federal legislation enabled states to request a percentage of their training cost specifically for Guardians ad Litem beginning with 55% reimbursement rate in 2008. The percentage increases incrementally through FY 13 at which time the federal reimbursement rate will be 75%. The legislation further mandates that states reimbursement rate will be adjusted by the IV E penetration rate for the foster care population per state. In South Carolina, the rate is currently 45%.

In 2011, Lillian Koller, then SCDSS State Director, approached RCCASA ED, as well as the State GAL program, with this funding opportunity. Ms. Koller sought RCCASA as this is the only entity in Richland County authorized per statute to provide volunteer Guardian ad Litem training for maltreated children. A 5 year MOU was crafted and signed by SCDSS and the Richland County Administrator. That 5 year MOU expired September 30, 2016. The current Administration for SCDSS has implemented a policy that will only commit SCDSS to one year contracts despite the fact that these federal funds will exist indefinitely. The \$1,528,181.80 funding received over the past 5 years through this agreement was invested in the RCCASA program to increase program capacity through additional staff, volunteer recruitment and retention, and professional development. During the last year, RCCASA has worked closely with SCDSS in capturing and submitting the individual training activities the federal government will approve. The current MOU specifies the training activities that have been approved.

Upon approval by Council, RCCASA will request funding through Title IV E as allowed. Staff will maintain accurate records of time spent in federal IV-E approved activities. CASA ED will submit statements for reimbursement based upon the current percentages to SCDSS. Upon receipt, the funds are to be deposited into CASA's grant account and disbursed for program needs.

The financial impact for Richland County Government will be additional opportunities, resources, and expand services to children and youth at no cost to the county. If approved by County Council, the first quarter retroactive billing (October 1, 2016 through December 31, 2016) will be \$75,446.28. Billing worksheet attached. These resources will enable the CASA Organization to continue providing enhanced volunteer training and support resulting in

heightened advocacy for maltreated children and volunteer retention. During this contract period, CASA will receive a total of \$284,525.70 (Attachment B)

C. Legislative / Chronological History

July 1, 2010, SC GAL statute Rule 608 was changed that prohibits private attorneys from being appointed as GAL in Family Court cases with a further provision that RCCASA and SC GAL programs will be responsible for the appointment of guardians in all child abuse cases before the Family Courts.

D. Alternatives

1. Approve the request to proceed with MOU between RCCASA and SCDSS to increase departmental funding to provide augmented supports to volunteer Guardians ad Litem. Accessing this funding resource will have tremendous impact for the CASA organization by lending resources to provide heightened volunteer recruitment, training, and support for volunteer Guardians ad Litem at no cost to the county. These resources will also be used to sustain the 2 FT CASA Case Coordinator positions solely funded through these funds. The impact will lead to increased positive permanency for children in foster care as well as increased awareness on the plight of child abuse throughout our community
2. Do not approve the request to proceed with MOU between RCCASA and SCDSS which will result in a tremendous loss of revenue for the Department and termination of 2 FT employees funded through this resource. Volunteer recruitment and retention will plummet and it will be impossible for current staff to serve 100% of the children as required by statute.

E. Final Recommendation

It is recommended that Council approve the request to allow RCCASA to proceed with MOU between RCCASA and SCDSS.”

CONTRACT

BETWEEN

THE SOUTH CAROLINA STATE

DEPARTMENT OF SOCIAL SERVICES

AND

RICHLAND COUNTY COURT APPOINTED SPECIAL ADVOCATES (RCCASA)

CONTRACT NO. 4400014789

FOR THE PURCHASE AND PROVISION TO PROVIDE IV-E TRAINING SERVICES.

This Contract is entered into as of October 1, 2016 by and between South Carolina Department of Social Services, Post Office Box 1520, Columbia, South Carolina, 29202-1520 hereinafter referred to as "SCDSS" and, Richland County Court Appointed Special Advocates (RCCASA), 1701 Main Street, Room 407, Columbia, SC 29201, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the IV-E Training Services is mandated by statute that Richland County Court Appointed Special Advocates (RCCASA) to provide a volunteer Guardian ad Litem in Richland County Family Court for cases brought forth by the South Carolina Department of Social Services for allegations of child abuse/neglect. The RCCASA is an accredited program through National CASA and adheres to the standards of volunteer management set forth through the national organization. The RCCASA will recruit, train, and support volunteers to serve in the role as Guardian ad Litem.

WHEREAS, The Contractor meets applicable standards as a Contractor of services specified herein.

WHEREAS, The Contractor has been awarded a Contract through the application process submitted on October 27, 2016 for the provision of services and warrants his/her capability to fulfill all responsibilities pursuant to this Contract and all applicable federal and state regulations and policies.

NOW THEREFORE, the parties to this contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

The contract shall take effect as of October 1, 2016 and shall, unless sooner terminated, continue in full force and effect until September 30, 2017. If any services are provided on or after October 1, 2016 but prior to the execution date of the contract, such services shall be reimbursed in accordance with this contract.

ARTICLE II

DEFINITION OF TERMS

As used in this contract, the following terms shall have the following defined meanings:

Actual Expenditure, Actual Program Expenditure, Actual Cost: The dollar amount of a disbursement actually made by the Contractor whether allowable or unallowable.

Adjusted Expenditure, Adjusted Program Expenditure, Adjusted Cost: The dollar amount arrived at by taking 115% of the budgeted category for program expenditure or the allowable program expenditure for the same category, whichever is lesser, not to exceed the total budget.

Allowable Expenditure, Allowable Cost: The dollar amount of a disbursement made by the Contractor in the provision of service (s) which is defined as allowable by the Finance Policy Procedure Manual by applicable DHHS regulations, whichever provision is more restrictive.

Budget Category: Budgeted program expenditures grouped in like functions or purpose and subdivided accordingly under Article IV of this contract.

Budgeted Expenditure, Budgeted Program Expenditure, Budgeted Cost: The dollar amount allocated for expenditures in Article IV of this contract.

Cost Base: The total allowable operating cost for the Contractor for each service according to an acceptable cost allocation method.

Equipment: Any item of property (other than real property) with an acquisition cost of \$1,000.00 or more (including taxes and any other ancillary charges) per unit and a useful service life of more than one (1) year.

DHHS: The United States Department of Health and Human Services.

SCDSS: The South Carolina Department of Social Services.

File, Filed, by Filing: Depositing in the United States mail, proper prepaid postage affixed, and correctly addressed.

Final Reimbursement: The dollar amount arrived at by computing the difference between total interim reimbursement and total adjusted program expenditure where total adjusted program expenditure is greater than total interim reimbursement.

Finance Policy and Procedures Manual: Finance Policy and Procedures Manual, Chapter 11, Contract and Grants Reimbursement, 1996.

Generally Accepted Accounting Principles: Those objective accounting principles ordinarily employed by skillful accountants and agreed upon by authoritative writers, practitioners of recognized professional standing, the American Institute of Certified Public Accountants and most recognized professional bodies.

Hatch Act: Title 5, United States Code, Sections 1501 - 1508, as amended.

Indirect Ownership Interest: The ownership in an outside entity which has a direct or indirect ownership interest in the Contractor. Example 1: If A owns 20% of Corporation B, and Corporation B owns 30% of the Contractor, then A owns 6% of the Contractor, indirectly. Example 2: If A owns 20% of a note secured by 30% of the Contractor's assets, A owns 6% of the Contractor, indirectly.

Matching Funds: Public and/or private funds required to match the Federal Financial Participation; such funds as budgeted under this contract.

Other Funds: Funds other than the funds appropriated through SCDSS or Matching Funds, whether from public or private sources.

Ownership Interest: The possession of stock, equity in the capital, or any interest in the profits of the Contractor.

Personnel Line Item: The subdivisions of the Personnel Budgeted Category which includes those designated as: Classified Positions (State Agencies), Unclassified Positions (State Agencies), Other Personnel (State Agencies), Administrative, Professional, Food Services, Paraprofessionals and Other Personnel. These line items are further defined in the Fiscal and Administrative Manual.

Request for Reimbursement: The request prescribed in Article V, Section A, of this contract.

Supplies: Items of property (other than real property) with an acquisition cost of less than \$1,500.00 per item.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

Total Budget: The dollar amount of the total program budget specified in Article IV of this contract. See Attachment A and B.

Total Adjusted Program Expenditures: The sum of adjusted program expenditures for all categories and personnel line items.

Total Funds: Funds consisting of SCDSS state appropriated funds and matching funds.

Total Reimbursement: The dollar amount equal to the sum of all reimbursements received by the Contractor from SCDSS in a given period of time.

Unallowable Expenditure, Unallowable Program Expenditure, Unallowable Cost: The dollar amount of disbursement made by the Contractor which is not reasonable and necessary to provide a service, or which is defined as unallowable by the Finance Policy and Procedure Manual or by DHHS regulations, whichever is more stringent, or which has not been budgeted.

ARTICLE III

CONTRACTOR RESPONSIBILITIES

Within the contract period, the Contractor agrees to provide the following services in the manner and method herein stipulated:

A. SCOPE OF WORK

The mission of the organization is: "To advocate for the best interests of abused and neglected children in Richland County Family Court by providing quality volunteer and legal representation to ensure every child a safe, permanent, and nurturing home."

RCCASA serves 100% of the children in need with a volunteer RCCASA Guardian ad Litem. At present, RCCASA serves an average of 1,250 children annually with the current pool of 600 volunteer guardians. On average, 120 new volunteers are trained annually and on-going training for all guardians is essential for enhancing advocacy skills. RCCASA utilizes the NCASA 30 hour training curriculum for training new guardians in addition to an added component of Diversity / Inclusion training, court observation, and one-on-one supervision and training. Upon completion of Pre-Service Training, all CASA GALs are assigned to a CASA Supervisor who is dedicated to supporting that volunteer throughout the life of their assigned cases. When a volunteer receives a new case, the CASA Supervisor meets with the volunteer within 3 days of assignment and together prepares a case plan for investigation. This individualized training component generally last for 4 hours per case. Following the preparation of the case plan, the CASA Supervisor maintains weekly contact with the GAL through the Merits Hearing and monthly thereafter for monitoring and training purposes. All RCCASA Volunteers are required to participate in 15 hours of additional training annually to maintain their active status as guardians. To assist volunteers in fulfilling compliance requirement, RCCASA offers a host of training activities. A minimum of 15 training sessions a year are conducted, video-taped, and placed on the agency website. RCCASA hosts an annual statewide training conference for volunteers that is an all-day event. RCCASA further provides one-on-one training between individual guardians and a CASA staff member.

Trainings that are conducted during the contract period should align with the approved training funding checklists. The training funding checklists were pre-approved based on the title of the training, syllabus, audience, and estimate of costs to validate the Title IV-E funding stream.

RCCASA will provide the following IV-E approved training activities:

Formulating Court Recommendations for Children – 1
Permanency Planning – Monthly BOD Training on CA&N
Permanency Training – Monthly GAL Training
Child Abuse & Neglect Issues – Monthly Staff & GAL Training
CASA PS Training – Chapter 1
CASA PS Training – Chapter 2
CASA PS Training – Chapter 3
CASA PS Training – Chapter 4
CASA PS Training – Chapter 5
CASA PS Training – Chapter 6
CASA PS Training – Chapter 7
CASA PS Training – Chapter 8
CASA PS Training – Chapter 9
CASA PS Training – Chapter 10
CASA PS Training – Judicial Training / Court Observation
Fostering Futures – Chapter 1
Fostering Futures – Chapter 2
Fostering Futures – Chapter 3
Fostering Futures – Chapter 4
Fostering Futures – Chapter 5
Fostering Futures – Chapter 6
Child Abuse & Neglect Issues – Planning for Qt Training
Child Abuse & Neglect Issues – Quarterly Training
Planning – Child Abuse & Neglect Issues – Annual Staff Training
Preparation for and participation in judicial determinations

B. Reporting

Quarterly reports should be submitted to SCDSS Program Development, detailing the training activities for that quarter. The reporting periods should align with the contract dates in that the first quarterly report should cover the first three months of the contract period. Training report details should include the training topic, location of training, and the audience in attendance. Training should be relevant to the specific description of services and purpose detailed in the Scope of Work of the contract; including specific information on curriculum for each training. In the case of individualized training, reporting should include the date of that training, the Supervisor conducting the training, the type of training and the amount of time spent in training. Quarterly reports should be submitted within 30 days from the end of each quarter. If reporting information is not available within the 30 day period, a written notice should be sent to the appropriate Contract Monitor in Program Development. All quarterly reports should be submitted no later than 60 days after the end of each quarter.

C. Budget

The program budget for the services to be provided pursuant to this contract is incorporated herein. Please see Article IV, Section B, Limit on Total Reimbursement.

D. Monitoring

The Contractor shall collect, maintain, and report statistical data and/or information as requested by SCDSS. Such information will be used for project monitoring and evaluation. At any time and as often as SCDSS and/or appropriate federal agencies may deem necessary, Contractor shall make all program records and service delivery sites open to SCDSS in order that SCDSS may perform program reviews. SCDSS shall have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of service delivery, and to conduct on-site reviews of all matters relating to service delivery as specified by this contract.

E. Compliance by Contractor

The obligation of SCDSS to make payment shall be conditioned upon full and faithful compliance by the Contractor with all stipulations, covenants, and conditions of this contract.

F. Safeguarding Information

The Contractor shall safeguard the use and disclosure of information concerning in applicants for and recipients of services in accordance with applicable federal and state laws and applications and shall restrict access to, and use and disclosure of such information in compliance with said laws and regulations.

G. Conditions for Contract Continuation

No longer than thirty (30) days after SCDSS has conducted a review of records or performance, SCDSS will issue to the Contractor a report of such review. Such report shall be sent to the Contractor by certified mail, return receipt requested. If the report identifies deficiencies, it will specify conditions for contract continuation. Such conditions will state both the corrective action which must be taken and the time frame in which such action must be taken. The contract will be terminated effective any date that the Contractor fails to meet the specified conditions. This Contract section will automatically terminate on any date that the Contractor fails to meet specified condition(s) without any further action by SCDSS. Notice of termination will follow.

ARTICLE IV

SCDSS RESPONSIBILITIES

SCDSS agrees to purchase from the Contractor and to pay for the services provided pursuant to this contract in the manner and method herein stipulated:

A. Payment for Allowable Expenditures Only

SCDSS will make payment only for allowable expenditures reasonably and necessarily incurred by the Contractor in the course of providing services pursuant to this Contract. Payment by SCDSS for services provided pursuant to this contract constitute payment in full to the Contractor and the Contractor shall not bill, request, demand, solicit or in any manner receive or accept payment or contributions from the client or any other person, family member, relative, organization or entity for care or services to a client except as may otherwise be allowed under the federal regulations or in accordance with SCDSS policy. Any collection of payment or deposits in violation of this section shall be grounds for termination of this Contract and reimbursement for any services to clients made after such collection or attempt to collect may be denied by SCDSS and shall be subject to recoupment of for any client payment made.

B. Limit on Total Reimbursement

Total reimbursement to the Contractor pursuant to this contract shall not exceed the following maximum sum(s):

Total Funds	<u>SFY- 2017</u> \$843,039.10
--------------------	---

In no event shall S.C. reimburse the Contractor for an amount in excess of the sum of the amounts set forth in this section. In the event that annual expenditures for a budgeted category shall vary more than fifteen percent (15%) above the budget amount for such category, SCDSS shall not be liable to reimburse the Contractor to the extent of the excess variance above fifteen percent (15%).

ARTICLE V

REIMBURSEMENT PROCEDURES

A. Request for Reimbursement

SCDSS will reimburse Contractors only for allowable expenditures reasonably and necessarily incurred by the Contractor in the course of providing services pursuant to this Contract. Invoices must be prepared on the Contractor's letterhead stationery.

B. Form of Report or Request

Requests or reports shall be filed upon the designated form to be provided by SCDSS and completed in accordance with detailed instructions to be furnished for the applicable form.

C. Time of Filing

Requests or reports will be filed as follows:

1. Monthly Purchase of Service Reimbursement Request

This request must be filed no later than the 5th working day of the month following the month for which reimbursement is requested.

Requests for payment shall be made not later than ninety (90) calendar days after the provision of services. Final billing must occur within ninety (90) calendar days after the end of this contract period. SCDSS reserves the right to waive or extend the ninety (90) day billing requirement in the event the Contractor can show good cause for not billing in a timely manner for services rendered.

2. Quarterly Actual Cost Reports

Contractors who elect to submit quarterly actual cost reports for reimbursement purposes must submit quarterly actual cost reports for each quarter except the final quarter of the contract. The final quarter information will be included in the Final Financial Report discussed later in this Article.

3. Quarterly Actual Cost Report and Final Financial Cost Report

No later than thirty days after the end of the reporting period or termination of the contract, whichever comes first. All Contractors will submit a final financial report. This report will include financial information for the entire contract period. Total payment for the contract period cannot exceed the total budgeted amount.

D. Failure to File Report or Request

If a Contractor fails to file any required report within the above specified time, all funds due to the Contractor shall be withheld by SCDSS until the late report is filed.

E. Place of Filing

Requests or reports shall be filed as follows:

**South Carolina Department of Social Services
Division of Human Services
1535 Confederate Avenue Ext.
Columbia, SC 29201
Contact: Laura Claspill
Phone: (803) 898-7521**

F. Payment or Adjustments

Payment due Contractors or adjustments due to SCDSS will be made as follows:

Monthly Purchase of Service Reimbursement Request

Contractors will be paid the actual allowed cost reported not to exceed the contract limits. Payments may be reduced for recoupment of quarterly desk reviews and/or final desk review adjustments, for collection of field audit disallowances or due to lack of funds. Total payment for the contract period cannot exceed the total budgeted cost as stated in this contract.

G. Final Financial Request

If the contract is terminated, or if during the last month of the contract period it is known that a Contractor will not receive a contract for a subsequent period, the final reimbursement request due will not be paid until the final financial report is reviewed.

ARTICLE VI

AUDITS AND RECORDS

At any time during normal business hours and as often as SCDSS, the State Auditor, the Office of the Attorney General, GAO, DHHS, and any other appropriate federal agency and/or the designee of any of the above may deem necessary, the Contractor shall immediately make available for examination all records of the Contractor with respect to all matters covered by this contract. The Contractor shall permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contact and conduct private interviews with Contractor clients and employees and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a three (3) year period since the date of contract termination/expiration, this Article and the terms hereunder shall continue to apply until the action is completed and the issues are resolved.

A. AUDIT REQUIREMENTS

The Contractor agrees that it shall comply with any federal and/or state audit requirements.

1. Private for Profit

Private for Profit sub-recipient organizations that receive \$500,000 or more in federal financial assistance from SCDSS in a fiscal year shall obtain an annual audit conducted in accordance with the revised Office of Management and Budget (OMB) Circular A-133 or a financial related audit in accordance with Governmental Auditing Standards as determined by SCDSS.

2. Audits of States, Local Governments and Non-Profit Organizations

States, local governments and nonprofit sub recipient organizations (both private and public) that expend \$500,000 or more in federal financial assistance from all sources in a fiscal year shall obtain an annual audit in accordance with 2 CFR 200.

3. Additional Audit Requirements - State Funds

Organizations that receive more than \$75,000 in state funds from SCDSS in a fiscal year are required to obtain an annual financial audit. This Audit shall be performed in accordance with auditing standards and generally accepted accounting principles as defined by the AICPA.

4. Filing Audit Reports

Each organization required to have an audit shall supply a copy of such audit, data collection form, reporting package, any management letters associated with the audit, and Contractor's corrective action plan to the South Carolina Department of Social Services, Office of Audit Services, Post Office Box 1520, Columbia, South Carolina 29202-1520, within thirty (30) calendar days of the receipt of such report but not later than nine (9) months after the end of the organization's fiscal year.

5. Working Papers

Working papers are to be retained by the audit firm and must be available for examination by SCDSS or its designee for at least three (3) years following the issuance of the audit report to the auditee. Retention of working papers beyond three (3) years is required where questioned costs and/or practices have not been resolved with SCDSS.

B. CORRECTIVE ACTIONS PLANS

When the audit describes weaknesses in Internal Controls and/or Program compliance, the Contractor must submit a corrective action plan to eliminate the weaknesses indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or submit an explanation of specific reasons why no corrective action is required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final audit report/management letter. Corrective action should be initiated within six (6) months of the receipt of the audit report and proceed as rapidly as possible. In the event that an audit report contains audit exceptions or disallowances, it is agreed that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exception and Disallowances

SCDSS shall furnish the Contractor with written notice containing the adjustment for each exception. Such notice shall state the total sum disallowed and that payment is due to SCDSS in the full amount within thirty (30) days after the receipt of notice. Notice will be sent to the Contractor by certified mail. Audit exceptions or disallowances shall be accepted as final unless appealed within thirty (30) days of receipt of the notice of disallowance. Payment shall be made within thirty (30) days from the receipt of notice of disallowance regardless of the filing of an appeal.

2. Disallowances - Appeals

In the event the Contractor disagrees with the audit exceptions and disallowances, they may seek relief in accordance with Article VIII.

3. Disallowances Sums, Set-Off

Any provision for contract resolution notwithstanding, SCDSS is authorized to recoup at any time after receipt of the notice of disallowances any funds owed to SCDSS. The means of recoupment shall be by withholding and/or offsetting such funds for which SCDSS may be obligated to the Contractor under this or any previous and/or future contracts. Provided, however, if the Contractor can demonstrate that such withholding or set-off would constitute a serious hazard to the quality of services, SCDSS may, in its sole discretion, grant such repayment terms as may be determined by SCDSS to be consonant with sound business practice.

4. Interest Provision/Repayment (for Disallowed Amounts)

The Contractor shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) day following the date of receipt of the notice of disallowance. The Contractor may request that they be permitted to make repayment on an installment payment schedule. Such request must be made in writing within thirty (30) days of the receipt of the notice of disallowance and must contain evidence to support the Contractor's allegation of financial inability to pay the sum in full. At the sole option of SCDSS, SCDSS may agree in writing to permit the Contractor to repay pursuant to an installment payment schedule. The legal interest rate imposed by SCDSS is the legal interest rate per S.C. Code, [Ann. ee34-31-20(B)].

5. Audits During and After the Contract Period

The provisions of this Article shall apply to audits commenced during the contract period and audits commenced after termination of this contract and for a period of three (3) years thereafter.

C. ACCURACY OF DATA AND REPORTS

The Contractor agrees that all statements, reports, and claims, financial and otherwise, shall be certified as true, accurate, and complete, and the Contractor shall not submit those claims, statements, or reports which they know, or has reason to know, are not properly prepared or payable pursuant to federal and state laws, applicable regulations, this contract, and SCDSS policy.

1. Maintenance of Records

The Contractor must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this contract and all applicable laws, regulations, and policies. The Contractor shall keep one (1) copy of the OMB approved Data Collection Form and one (1) copy of the OMB A-133 reporting package on file for three (3) years from the date of submission to the Federal Clearinghouse. The Contractor further agrees to retain all financial and programmatic records, supporting documents, and statistical records under this contract for a period of three (3) years after the expiration of this contract. Property and equipment records must be maintained until three (3) years after transfer, replacement, sale, or junking of the item. If any audit, litigation, claims, or other actions involving the records have been initiated prior to the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues.

ARTICLE VII

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

Funds for this Contract are payable from State and/or Federal appropriations. In the event the SCDSS determines that sufficient appropriations are not made to pay the obligations under the Contract the SCDSS shall terminate the Contract. Termination shall be effective without penalty or termination costs. SCDSS shall have the sole responsibility for determining the availability of such federal, state, and local funds.

B. Termination for Breach of Contract

This Contract may be canceled and terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligation hereunder.

C. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be cancelled or terminated by SCDSS at any time within the Contract period if the Contractor, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to the SCDSS for audit disallowances pursuant to any previous Contract between the parties.

D. Notice of Termination

In the event of any termination of this Contract under this Section, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt, unless otherwise provided by law; provided, however, if terminated pursuant to sections A, D, and/or F, said termination shall be effective upon receipt of such notice.

E. Termination for Failure to Meet Conditions for Contract Continuation

This Contract shall be terminated effective any date that the Contractor fails to meet the specified condition for Contract continuation imposed as a result of monitoring, review, or audit findings.

F. Termination in Best Interest of the SCDSS and/or Client

The SCDSS has the right to terminate this Contract if it decides that termination is in the interest of the SCDSS and/or its clients.

ARTICLE VIII

APPEALS PROCEDURES

In the event the Contractor believes itself aggrieved by actions of S.C. pursuant to terms of this contract, the Contractor may request resolution of the matter pursuant to S. C. Code Ann §§11-35-4230 (Supp.1999).

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Contractor agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
3. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.
8. Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (1976, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 45 CFR Part 76, Subpart F (1994).
9. Health Insurance Portability and Accountability Act of 1996 (HIPAA)(45 C.F.R.), PART 164.502(e), 164.504(e), 164.532(d) and (e).

B. Safety Precautions

SCDSS assumes no responsibility with respect to accidents, illnesses, or other claims arising out of any work undertaken with the assistance of federal and/or state funds. The Contractor is expected to take necessary steps to insure or protect itself and its personnel. The Contractor shall comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

C. Titles

All titles used herein are for the purpose of clarification and reference only.

D. Attorney's Fees and Legal Services

No attorney-at-law shall be engaged through the use of any funds provided by SCDSS pursuant to the terms of this contract. Further, with the exception of the attorney's fees awarded in accordance with S.C. Code Ann. §§15-77-30 (1976, as amended), SCDSS shall under no circumstances become obligated to pay attorney's fees or the cost of legal action to the Contractor. The Contractor shall and will pay attorney fees to SCDSS as the court may adjudge reasonable in addition to the amount of judgment and costs.

E. Restrictions on Lobbying

In accordance with 31 U.S.C. 1352, funds received through this contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

F. Integration and Amendment

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in a written contract executed and approved by both parties or added as an attachment specifically authorized in this contract.

G. Option to Renew

At the end of the term of this contract, SCDSS shall have the option to renew this contract upon the same terms and conditions as contained herein for a period not to exceed four one (1) year periods; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section F of this Article.

H. Equipment

The Contractor is expressly prohibited from making any equipment purchases through this contract without prior written approval from SCDSS. Equipment shall be considered any item with an acquisition cost of One Thousand Dollars (\$1,000) or more (including taxes and any other ancillary charges) per unit and a useful life of one (1) year or more. All equipment purchases made through this contract without prior written approval from SCDSS shall be considered unallowable and shall be an audit exception. Such purchases shall result in an audit exception/disallowance. Title to equipment purchased with funds through this contract shall be vested in and retained by SCDSS. The Contractor must establish and maintain a record of all property purchased in accordance with the provisions of this Contract.

I. Non-Waiver of Breach and/or Rights

The parties agree that the execution and any performance of any provision of this contract, or the continued payment of Contractor by SCDSS, shall in no way affect the right of SCDSS to enforce the provisions of this contract. Nor shall the waiver by SCDSS of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All rights or obligations are hereby preserved, protected, and reserved.

J. Severability and Conformity with Law

The provisions of this contract and performance hereunder are subject to all laws, regulations, ordinances and codes of the federal, state, and local governments. All terms of this contract shall be construed in a manner consistent with the aforesaid; and should any of the terms hereof conflict with any of the aforesaid, then the terms shall be deemed modified to conform therewith; and the remaining provisions of this contract shall not be invalidated. The Contractor agrees to comply with all the aforesaid laws and regulations as may be promulgated during the term of this contract.

K. Federal or State Law and Regulation

Reference to or attached copies of Federal or State regulations or law are believed to be the most current, but it is the Contractor's responsibility to obtain updates, amendments, or other changes of these.

L. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".

M. Reporting of Fraudulent Activity

If at any time during the term of this contract, the Contractor becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDSS, a recipient of or applicant for services, an employee of the Contractor or SCDSS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported by the Contractor directly to SCDSS.

N. Incorporation of Schedules/Appendices

All schedules or appendices attached to this contract are expressly made a part hereof and incorporated by reference. Whenever this contract sets a higher standard than contained in a schedule or attachment, the standard set in the body of the contract shall prevail.

O. Insurance

The Contractor agrees to obtain and keep in effect comprehensive insurance covering loss of property by theft, fire, or vandalism with respect to all property purchased with any funds provided by SCDSS. Such insurance shall be maintained until the time such property is no longer in the possession of the Contractor, whenever that may be. The Contractor further agrees to obtain and keep in effect any other policies of insurance which may be required by law and prudent business practices for its operations.

P. Disclaimer

Contractor understands and agrees that SCDSS disallows and disclaims all responsibility for any liability for losses, damage, claims, demands, or costs from third parties asserted against it as a result of operations performed by the Contractor herein in the performance of this agreement; and, the Contractor acknowledges and agrees that it is an independent Contractor and does not act as an agent, servant, or employee of SCDSS or the State of South Carolina in the performance of this contract.

Q. Hold Harmless

The Contractor shall hold and save SCDSS, its officers, agents, and employees harmless from liability of any nature or kinds, including costs and expenses, for or on account of any suits initiated or injury or damages sustained by any persons or property resulting in whole or in part from the negligent or intentional acts or omissions of any employee, agent, or representative of the Contractor. This Provision shall not apply to any S.C. State Agency, the Federal Government, or another state.

R. Iran Divestment Certification

The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Agency to contract with you. (b) By signing this document, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before this contract is signed, you are added to the Iran Divestment Act List.

S. Iran Divestment – Ongoing Obligations

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

T. S.C Law Clause

Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed in this state, by submission of a signed proposal, the proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

U. Procurement Codes

When applicable, the Contractor must comply with the terms and conditions of both federal and state procurement codes in the acquisition of equipment, and supplies and in all subcontracts.

V. Subcontracts, Employees and Non-Assignability

No services required to be provided under this contract shall be provided to a recipient by anyone other than the Contractor, an employee of the Contractor, or a volunteer of the Contractor. Unless otherwise expressly authorized in writing, no sub-contracts for the provision of services shall be entered into by the Contractor. Authorized subcontracts under this contract shall be in writing and shall be subject to the terms of the contract. The Contractor shall be solely responsible for the performance of any subcontracts. All subcontracts must be submitted to SCDSS for written approval before any reimbursement is made or services rendered. No assignment of this contract or any rights hereunder shall be valid without written consent of SCDSS.

W. Copyrights

With respect to any pre-existing works contributed by a party for use in the Program, such party will retain all right, title or interest in and copyrights in such work.

X. Suspensions and Debarment

The Contractor certifies by its representative's signature to this Contract agreement that neither the Contractor nor any of its principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. The Contractor agrees to and shall inform SCDSS immediately if at any point it is suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If at any point the SCDSS and/or the State of South Carolina determines that the Contractor knowingly or in bad faith rendered an erroneous certification and/or that either the Contractor or any of its principals are suspended or debarred, then, in addition to other remedies available to the SCDSS, the SCDSS may terminate this Contract immediately and, upon such termination, the Contractor agrees to and shall, within thirty (30) days, return to the SCDSS all funds paid to it under this Contract.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Y. Security and Confidentiality of Personally Identifying and other Confidential Client Information:

Contractor will be fully responsible for the security of the storage, processing, compilation, and transmission of all personally identifying and other confidential client data supplied to it by SCDSS, and of all equipment, storage facilities, transmission facilities on or from which any such data is stored, processed, compiled, or transmitted.

1. Contractor will not access, use, or disclose such data supplied by SCDSS beyond its limited authorization under this agreement or for any purpose outside the scope of this agreement.
2. Contractor will protect such data in a secure environment and ensure that its computer site(s) and related infrastructure will have adequate physical security and that in situations such as remote terminals or other office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection and shall be consistent with Internal Revenue Service publication requirements on alternate work sites. Contractor will not allow any such data supplied to it by SCDSS to be held on mobile, remote, or portable storage devices.
3. Contractor will protect the confidentiality of such data in accordance with the requirements of all applicable state and federal laws, regulations, standards, and guidelines, as well as all applicable industry standards, including, but not limited to, Internal Revenue Service requirements, federal information processing standards, the federal Privacy Act, Payment Card Industry (PCI) data security standards, and functional and assurance requirements for the operating security features of its systems.
4. Contractor will ensure that appropriate background checks are performed on each employee/agent/subcontractor to whom it grants access to any such data; that it will ensure that an appropriate and effective authorization process for user access is maintained; that it will ensure that each of its employees and agents to whom data is disclosed is notified in writing of the confidentiality and security requirements of this agreement and of criminal and civil sanctions under applicable laws; and that it will notify SCDSS immediately in writing if the relationship ends between Contractor and any employee/agent/subcontractor to whom it granted access or who obtained access to any SCDSS data.
5. Contractor will immediately notify SCDSS of the extent of the breach of security, the reason therefore, the sources, the affected data, and mitigation actions in the event of any unauthorized disclosure or loss of such data supplied to it by SCDSS in the event of any unauthorized disclosure or loss of such data supplied to it by SCDSS. Contractor will provide a reasonable forecast of just compensation to those individuals whose information has been breached as noted above to include: (1) timely and adequate notice of the facts surrounding the compromise of information; (2) actual damages sustained by the individual as a result of the breach and any prescribed or ordered damages; and (3) two (2) years of credit monitoring services, at no cost to such individual.


6. Contractor must, prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, zip drives, and any other media used in containing sensitive data supplied to it by SCDSS, destroy in compliance with federal and industry legal and standard operating procedures standards to sufficiently ensure that data is non-recoverable, prior to disposal of any such media, equipment, data holders. All hardcopy records that contain sensitive data must be disposed of through a cross cut paper shredder or equivalent secure destruction process.

Contractor must, prior to any disclosure of data or information supplied to it by SCDSS, regardless of instance or whether court-ordered, legally mandated, or otherwise, timely notify SCDSS in writing of its intent to disclose and secure the prior written permission of SCDSS before disclosure.

IN WITNESS WHEREOF, The SCDSS and the Contractor, by their authorized agents, have executed this contract as of the 1st day of October, 2016.

SOUTH CAROLINA DEPARTMENT OF
SOCIAL SERVICES "SCDSS"


RICHLAND COUNTY COURT APPOINTED
SPECIAL ADVOCATES (CASA)
"CONTRACTOR"

BY: 
Barbara Derrick
Deputy State Director Administration

BY: _____
Authorized Representative

DATE: 1/30/17

DATE: _____

WITNESSES:


WITNESSES:

Attachment A

October 1, 2016

Attachment "A" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Office (RCCASA)
Federal Title IV-E Eligible Training Budget 10/1/16 to 9/30/17

Richland County Court Appointed Special Advocate Office

Training Activity	Projected Annual cost
Formulating Court Recommendations for Children - 1	615,600
Permanency Planning - Monthly BOD Training on CA&N	6012
Permanency Training - Monthly GAL Training	1404
Child Abuse & Neglect Issues - Monthly Staff & GAL Training	39804
CASA PS Training - Chapter 1	3781.81
CASA PS Training - Chapter 2	3781.81
CASA PS Training - Chapter 3	3781.81
CASA PS Training - Chapter 4	3781.81
CASA PS Training - Chapter 5	3781.81
CASA PS Training - Chapter 6	3781.81
CASA PS Training - Chapter 7	3781.81
CASA PS Training - Chapter 8	3781.81
CASA PS Training - Chapter 9	3781.81
CASA PS Training - Chapter 10	3781.81
CASA PS Training - Judicial Training / Court Observation	14170
Fostering Futures - Chapter 1	168
Fostering Futures - Chapter 2	168
Fostering Futures - Chapter 3	168
Fostering Futures - Chapter 4	168
Fostering Futures - Chapter 5	168
Fostering Futures - Chapter 6	168
Child Abuse & Neglect Issues - Planning for Qt Training	1765
Child Abuse & Neglect Issues - Quarterly Training	3052
Planning - Child Abuse & Neglect Issues - Annual Staff Training	1906
Preparation for and participation in judicial determinations	120,500
Total Cost	\$849,039.1

Note: Title IV-E Training Funds are available on a matching basis for eligible training activities. Estimates above are including in the training funding checklists for Federal approval of use of Title IV-E funds. Actual claims are to be filed monthly by RCCASA, with approval of DSS. They must be based on actual expenditures each month and in approved SCDSS Invoicing Procedure Format.

Attachment B

2016-17 Budget

Richland County CASA

10/1/16 – 09/30/17

Funding Source	Funding PCA	Amount
Total Contract (IV-E Allowable)	1A38	843,039.10
IV-E Foster Care Penetration Discounted Rate	45%	379,367.60
Billing Expenditures		379,367.60
75% Federal		284,525.70
25% Provider Non-Cash Match		94,841.90
Total Reimbursable Amount		284,525.70



Nikki R. Haley
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE
December 6, 2016

RECEIVED
2016 DEC -9 AM 11:11
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE
Robert M. Hitt III
Secretary

Mr. Gerald Seals
Administrator, Richland County
Post Office Box 192
Columbia, SC 29202

Re: *Small Business Assistance - Rural Infrastructure Fund Grant #C-16-2696 - Richland County*

Dear Mr. Seals:

Pursuant to the meeting of the Coordinating Council on December 02, 2016, I am pleased to inform you that funding in the amount of \$70,000 has been approved for the above referenced project. Funds will be used to assist the Minority Business Center operates by DESA, Inc. to promote the growth and global competitiveness of the minority business enterprise community in South Carolina. Please be advised that only approved budget items described in the cost estimates submitted as part of the application are eligible for reimbursement. Any costs over the funding amount will not be the responsibility of the Coordinating Council.

Please note that before grant funds can be used to reimburse approved project costs, several steps must be completed. Specifically, the following **must be submitted** to our office:

1. Grant Award Agreement – Enclosed for signature are two copies of the Grant Award Agreement between the SC Coordinating Council for Economic Development and Richland County. The agreement must be signed by an official (or his/her authorized designee) with legal authority to execute the agreement for the Grantee (Richland County) as well as two witnesses (Council Members or the Attorney representing Richland County). Please read this contract carefully. Once signed, please return both copies to my attention within fourteen (14) days. Once received, the agreements will be signed by our office and one original agreement will be sent to your attention.

Also note that work for which the grant is approved should not commence prior to the Council's receipt of the signed agreement and the Council's issuance of a notice to proceed.

2. Project Budget – The project cost estimates provided as part of the application will serve as the project budget. If actual costs fluctuate by more than 10% or more than \$10,000 (whichever is less) a new detailed budget must be submitted for the Council's approval before additional funds may be drawn. If specific items are not reimbursable under the terms of the agreement, we will notify you in writing.
3. Signed Contracts – Once signed, please forward all contracts pertaining to the grant project to our office. Additionally, if there are amendments to contracts related to the grant project, those must also be forwarded to our office within 14 days of execution.

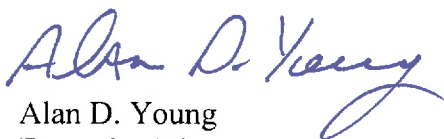
1201 Main Street, Suite 1600, Columbia, SC 29201
Tel: (803) 737-0400 • Fax: (803) 737-0418 • www.sccommerce.com

4. Proof of Matching Funds – Before RIF funds can be used to reimburse eligible project costs, Richland County must provide sufficient proof that matching funds have been expended.
5. Status Reports – The status reports are designed to provide the Council with relevant information related to your grant project. These reports should be submitted on a quarterly basis.

For your convenience, we have enclosed a grant packet which includes: a program checklist that notifies you of required documents and the dates which they are due, a customized request for payment form that must accompany all reimbursement requests, a status report form to be submitted quarterly and two copies of the grant award agreement. All of these forms are available electronically, and we will gladly forward them to you upon request.

The SC Coordinating Council for Economic Development appreciates the opportunity to serve the citizens of Richland County, and we look forward to working with you to ensure the success of this project. If you have any questions, please feel free to contact us.

Sincerely,



Alan D. Young
Executive Director
Coordinating Council for Economic Development

Enclosures

cc: Robert M Hitt, III (w/o enclosures)
Maceo Nance (w/o enclosures)

Rural Infrastructure Fund Program

Checklist

Before first reimbursement request will be processed, you must submit:

<u>Item</u>	<u>Due Date</u>	<u>Grantee Notes</u>
Signed Grant Agreement	Within 14 days of receipt	_____
Signed Contracts	Within 14 days of execution	_____
Contract Amendments	Within 14 days of execution	_____
Initial Status Report	Submitted with first draw request	_____

When reimbursement requests are made, you must submit:

<u>Item</u>	<u>Grantee Notes</u>
Request for payment form	_____
Documentation supporting draw requests (Invoices, AIAs, etc.)	_____
Proof of payment (copies of cancelled checks, etc.)	_____
Status Reports (if applicable)	_____
A new detailed budget (<i>if costs fluctuate by more than 10% or \$10,000</i>)	_____

KEY DATES TO REMEMBER

<u>Activity</u>	<u>Timeframe</u>	<u>Your Trigger Dates</u>
Grant Effective Date	Date grant award is approved	12/02/2016
Project Start Date	Within 3 months of grant issuance	03/01/2017
Project Completion Date	Within 18 months of grant issuance	06/01/2018

Need to contact us?

Mail to: South Carolina Coordinating Council for Economic Development
1201 Main Street, Suite 1600
Columbia, SC 29201
Fax to: (803) 734-0385

Dale Culbreth
April Chaffins

(803) 734-0221
(803) 737-0425

dculbreth@sccommerce.com
achaffins@sccommerce.com

Economic Development Rural Infrastructure Fund

Quarterly Status Report

Grantee:	Richland County	Grant #:	C-16-2696
Date:		Report #:	
Contact Person:		Phone:	
Grant Award Date:	December 02, 2016	Amount Awarded:	\$70,000.00

PROJECT STATUS

Engineering/Design:

is complete
 is approximately ___% complete
 has not begun

If engineering/design has not yet begun, please answer the following:

Engineering/design is scheduled to begin on: _____

- this is within 3 months of the award date
- this is **not** within 3 months of the award date

Construction:

Began on _____ **AND**

- is complete
- is approximately _____% complete and scheduled to be complete by _____

OR

has not begun

Construction is scheduled to begin on: _____ **AND** is scheduled to complete by: _____

Construction completion dates are:

- within 18 months of the award date
- not** within 18 months of the award date

If the project construction has been delayed for any reason, please provide an explanation below. If issues have not been resolved, provide a date that a resolution is expected. If delays will not allow grantee to comply with either the 3-month start date or 18-month completion date requirement, attach a letter explaining the delay and requesting an extension of the deadline(s). *Note: The Council must approve extension requests.*

**SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT
1201 Main Street, Suite 1600
Columbia, South Carolina 29201**

GRANT AWARD AGREEMENT

In accordance with the provisions of Section 12-28-2910 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Richland County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Grant Project.
- (e) Council means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Grant means the dollars committed by the Council to the Grantee for the Project.
- (g) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Council to be reimbursed with Grant funds.
- (h) Grantee means the unit of government designated for the Grant and set forth above.
- (i) Project means the project identified and described in the Application.
- (j) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to assist the Minority Business Center operated by DESA, Inc. to promote the growth and global competitiveness of the minority business enterprise community in South Carolina. The Grant Project has been approved by the Council and is included by reference as Rural Infrastructure Fund Grant #C-16-2696 - Small Business Assistance.

Section 3: AWARD AMOUNT: The Council hereby commits an amount not to exceed \$70,000, to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Council.

3.1: Approval of Third Party Contracts: The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Council when it submits a reimbursement request relating to a payment to that Contractor.

3.2: Notice to Proceed: The Grantee must obtain from the Council written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Council's notification to proceed, the Grantee must submit a written request to the Council and obtain prior written approval from the Council. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.

3.3: Engineering Costs: Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Council to be reimbursable.

3.4. Administrative Fees: The Grantee may not charge an administration fee in connection with the Grant.

Section 4: AMENDMENTS: Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Grant Project, the Council shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in

the audit, if so directed by the Council. Upon request of the Council, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Council and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

Section 8: CONTRACTOR SELECTION:

- (a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Council may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

- (b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Council requests to be kept confidential shall not be made available

to any individual or organization by the Grantee without the prior written approval of the Council.

Section 10: DISCRIMINATION: The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.

Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS: No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.

Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Council's approval of the Application, or the Council's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Council required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.

Section 14: MAINTENANCE OF AND ACCESS TO RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Council, and its representatives.

Section 15: MBE OBLIGATION: The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts

Section 16: PROJECT COMPLETION: The Grantee must complete, or cause to be completed, the Grant Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.

Section 17: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Council may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 20: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 21: TERMS AND CONDITIONS: The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.

Section 22: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first full month after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Council.

Section 23: PROJECT START-UP: The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within three months of the Date of Award of the Grant, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee

and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

Section 24: LIABILITY: The Grantee understands that Council accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 25: PAYMENT: The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee. The Council, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Council no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Council nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

Section 27: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen days from the Date.

Date of Award

Alan D. Young
Executive Director
Coordinating Council for Economic Development

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Typed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council
Member, as appropriate

Signature of Elected City or County Council
Member, as appropriate

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

**SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT
1201 Main Street, Suite 1600
Columbia, South Carolina 29201**

GRANT AWARD AGREEMENT

In accordance with the provisions of Section 12-28-2910 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Richland County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Grant Project.
- (e) Council means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Grant means the dollars committed by the Council to the Grantee for the Project.
- (g) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Council to be reimbursed with Grant funds.
- (h) Grantee means the unit of government designated for the Grant and set forth above.
- (i) Project means the project identified and described in the Application.
- (j) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Funds will be used to assist the Minority Business Center operated by DESA, Inc. to promote the growth and global competitiveness of the minority business enterprise community in South Carolina. The Grant Project has been approved by the Council and is included by reference as Rural Infrastructure Fund Grant #C-16-2696 - Small Business Assistance.

Section 3: AWARD AMOUNT: The Council hereby commits an amount not to exceed \$70,000, to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Council.

3.1: Approval of Third Party Contracts: The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Council when it submits a reimbursement request relating to a payment to that Contractor.

3.2: Notice to Proceed: The Grantee must obtain from the Council written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Council's notification to proceed, the Grantee must submit a written request to the Council and obtain prior written approval from the Council. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.

3.3: Engineering Costs: Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Council to be reimbursable.

3.4. Administrative Fees: The Grantee may not charge an administration fee in connection with the Grant.

Section 4: AMENDMENTS: Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Council as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Grant Project, the Council shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.

Section 7: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in

the audit, if so directed by the Council. Upon request of the Council, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Council and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

Section 8: CONTRACTOR SELECTION:

- (a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Council may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

- (b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

Section 9: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Council requests to be kept confidential shall not be made available

to any individual or organization by the Grantee without the prior written approval of the Council.

Section 10: DISCRIMINATION: The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.

Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS: No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.

Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Council's approval of the Application, or the Council's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Council required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.

Section 14: MAINTENANCE OF AND ACCESS TO RECORDS: The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Council, and its representatives.

Section 15: MBE OBLIGATION: The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts

Section 16: PROJECT COMPLETION: The Grantee must complete, or cause to be completed, the Grant Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.

Section 17: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Council may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 18: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 19: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 20: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 21: TERMS AND CONDITIONS: The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.

Section 22: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first full month after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Council.

Section 23: PROJECT START-UP: The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within three months of the Date of Award of the Grant, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee

and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

Section 24: LIABILITY: The Grantee understands that Council accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 25: PAYMENT: The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee. The Council, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Council no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 26: RESPONSIBILITY FOR MAINTENANCE: Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Council nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

Section 27: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen days from the Date.

Date of Award

Alan D. Young
Executive Director
Coordinating Council for Economic Development

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Typed Name and Title of Authorized Official

ATTEST:

Signature of Elected City or County Council
Member, as appropriate

Signature of Elected City or County Council
Member, as appropriate

Exhibit A

Bidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

**South Carolina
Coordinating Council for Economic Development
Grant Program**

ECONOMIC DEVELOPMENT GRANT APPLICATION

Project Title: MBDA Business Center

Funds Requested: \$70,000

County: South Carolina

Contact: Diane E. Sumpter

Title: President and CEO

Address: DESA, Inc.

400 Percival Road

Columbia, SC 29206

Telephone: 803-743-1142

Fax: 803-743-1161

E-mail: dianes@desainc.com

CCED USE ONLY

File Number _____

County _____

Project Manager _____

Funding Source:

Set-Aside Fund (SA)

Rural Infrastructure Fund (RIF)

Closing Fund (CL)

Dates: **Received** _____

Approved _____

Disapproved _____

Who will be responsible for project management? Camille Shaw

Address: 400 Percival Road Telephone: 803-743-1131

Columbia, SC 29206 Fax: 803-743-1170

_____ E-mail: cshaw@ColumbiaMBDACcenter.com

This application was prepared by: Camille Shaw 803-743-1131

Name

Telephone



Signature

10/25/2016

Date

applied towards the cost-sharing requirements to support efforts of strategically growing minority businesses.

The MBDA Business Center has established the following performance goals for South Carolina for 2016-2017.

Performance Measures	Goal
# Contracts and Procurements	25
# Financial Transactions	25
\$ Contracts and Procurements	\$38,500,000
\$ Financial Transactions	\$38,500,000
Number of Clients Served	70
Number of Jobs Created	165
Number of Jobs Retained	200
Strategic Facilitated	7
# of Export Transactions	3
# of Advocacy Initiatives	10

III. Section III Project Budget: Attach a detailed description of the activities to be undertaken with funds from this grant (give specific or estimated quantities and dimensions where possible). Provide a preliminary budget, showing cost estimates (identify source) and sources of funding for all elements of the project. Include any other relevant information which is available, such as a copy of any other grant application, preliminary engineering report, etc.

DIRECT LABOR	Hours	Pay Rate	Total
Business Consultant	480	\$24.26	\$11,644.80
Business Consultant	520	\$21.63	\$11,247.60
Business Consultant	512	\$28.85	\$14,771.20
TOTAL DIRECT LABOR			\$37,663.60
FRINGE BENEFITS			\$9,415.90
GENERAL AND ADMINISTRATIVE			\$14,123.85
OVERHEAD			\$ 8,796.65
TOTAL			<u>\$70,000.00</u>



Overview

The purpose of the MBDA Business Center – Columbia, SC is to provide business consulting services to minority business enterprises with capacity building and job creation, resulting from access to markets, capital and exporting for small minority business. The Center works with firms who are grossing \$1,000,000 in sales annually or are working in areas of high potential such as IT, clean energy, health care or manufacturing.

The MBDA Business Center is partially funded by the Minority Business Development Agency (MBDA), a division of the U.S. Department of Commerce. The government provides \$285,000 in federal funding. 6696

As operator of the Center, DESA must satisfy a cost-sharing requirement of \$140,500. Your sponsorship, along with contributions from other entities, will be applied towards the cost-sharing requirements to support efforts of strategically growing minority businesses. 331370

Our Accomplishments and Performance Measures

Our work and commitment to minority businesses is felt across South Carolina. In 2015-2016, we have helped 151 clients procure \$34 million in contracts, secure \$39 million in financing, retain 410 jobs and create 165 jobs. This is real success for South Carolina businesses and families.

Description	Actual Performance April 1, 2015 – March 31, 2016	Proposed Performance September 1, 2016 – August 31, 2017
# Contracts and Procurements	85	25
# Financial Transactions	37	25
\$ Contracts and Procurements	\$34,909,467	\$38,500,000
\$ Financial Transactions	\$39,576,942	\$38,500,000
MBE Referrals	109	
Number of Clients Served	151	70
Number of Jobs Created	165	165
Number of Jobs Retained	410	200
Strategic Facilitated	7	7
# of Export Transactions		3
# of Advocacy Initiatives		10

SBCONNECT-SC.COM

SAVE THE DATE

SUSTAINING MOMENTUM IN A SEASON OF CHANGE

SBCONNECT

ALL BUSINESS

Change is in the air. Attend this Economic Outlook Summit to get the information you need to make sound decisions.

MARCH 10
2017

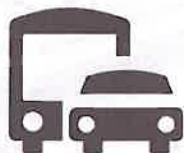
8:30am — 4:30pm

COLUMBIA METROPOLITAN
CONVENTION CENTER

1101 Lincoln Street
Columbia, SC 29201

ECONOMIC FORECAST DISCUSSION PANELS

TRANSPORTATION



ROAD & BRIDGES
AIRWAYS
PORT
RAIL

INFRASTRUCTURE



WATER/SEWER
HOSPITALS
TELECOMMUNICATIONS

DEVELOPMENT



COMMERCIAL &
RESIDENTIAL
CONSTRUCTION

ADVOCACY AWARDS LUNCHEON

Keynote Speaker

The Honorable Mignon Clyburn
FCC Commissioner

EVENT HOST



PARTNERS



SPONSORS





ABOUT THE MBDA BUSINESS CENTER



MBDA BUSINESS CENTER

400 Percival Road
Columbia, SC 29206
T 803.743.1152
F 803.743.1170
E busdev@ColumbiaMBDACenter.com
ColumbiaMBDACenter.com

WHO WE ARE

As a part of the U.S. Department of Commerce, the Minority Business Development Agency (MBDA) lead Federal Government efforts in promoting the growth and global competitiveness of America's growing minority business enterprise (MBE) community. Through MBDA's services, MBEs are better equipped to create jobs, contribute to local economies, and sustain America's position as a world leader. Through a cooperative agreement with MBDA, the MBDA Business Center — Columbia, SC promotes the growth and expansion of South Carolina's minority-owned businesses.

The MBDA Business Center — Columbia, SC provides services to increase the exposure and visibility of MBEs, while building their market presence and stability. Our services and strategies are designed to increase capital and contracting opportunities for our partner firms, as well as help create new jobs in South Carolina's communities.

OUR CLIENTS

We provide services for minority-owned firms (at least 51% minority* ownership) that (1) have annual revenues over \$1,000,000; (2) are involved in high-growth industries; or (3) have rapid growth potential. We provide a range of strategic client-specific services that include:

- Access to Capital — Bonding and Financial Services
- Access to New Markets — Contracting and Procurement Opportunities
- Strategic Partnering, Teaming, and Networking Opportunities
- Global and Export Assistance
- Strategic Business Consulting

WHY CHOOSE US

Trusting a business partner is not always easy, but the MBDA Business Center — Columbia, SC recognizes the challenges minority-owned businesses have to overcome. Our business consultants have the knowledge and practical experience needed to create, sustain and grow profitable businesses. We are here to help you meet the challenges of today's ever-changing business climate.

*Minority ethnicity groups include African Americans, Aleuts, Asian Indians, Asian Pacific Americans, Eskimos, Hasidic Jews, Hispanics, Native Americans and Puerto Ricans.



Overview

The purpose of the MBDA Business Center – Columbia, SC is to provide business consulting services to minority business enterprises with capacity building and job creation, resulting from access to markets, capital and exporting for small minority business. The Center works with firms who are grossing \$1,000,000 in sales annually or are working in areas of high potential such as IT, clean energy, health care or manufacturing.

The MBDA Business Center is partially funded by the Minority Business Development Agency (MBDA), a division of the U.S. Department of Commerce. The government provides \$285,000 in federal funding. As operator of the Center, DESA must satisfy a cost-sharing requirement of \$140,500. Your sponsorship, along with contributions from other entities, will be applied towards the cost-sharing requirements to support efforts of strategically growing minority businesses.

Performance Measures

Description	Performance Measures September 1, 2016 - August 31, 2017
# Contracts and Procurements	25
# Financial Transactions	25
\$ Contracts and Procurements	\$38,500,000
\$ Financial Transactions	\$38,500,000
Number of Clients Served	70
Number of Jobs Created	165
Number of Jobs Retained	200
Strategic Facilitated	7
# of Export Transactions	3
# of Advocacy Initiatives	10

THE MBDA BUSINESS CENTER – COLUMBIA, SC PRESENTS

CYBER SECURITY WORKSHOP FOR SMALL BUSINESSES

MIDLANDS TECHNICAL COLLEGE

Center for Technology, Room CT109
15 Powell Road, Columbia, SC 29203

**FEBRUARY
15 2017
1:30 – 4:00PM**

This FREE workshop will provide an overview of cyber security, how it can impact your device and how to respond to attacks.

OBJECTIVES:

- Understand the growing practice of hacking computer and cell phone information.
- Educate yourself and your employees on ways to identify, report and prevent unauthorized access.
- Understand the tools needed to actively and successfully employ safeguards against security threats.



PRIORITY BUSINESS DEVELOPMENT AGENCY
BUSINESS CENTER
U.S. DEPARTMENT OF COMMERCE
Operated by DBSA, Inc.



MIDLANDS
TECHNICAL COLLEGE

REGISTER NOW

For questions, email iglyyard@columbiambdacenter.com or call 803.743.1138.

SUSTAINING MOMENTUM IN A SEASON OF CHANGE

The logo for SB CONNECT features the text 'SMALL BUSINESS' in a smaller font above 'SB' in large, bold, green letters. To the right, 'CONNECT' is written in large, blue letters. The 'O' in 'CONNECT' is a stylized circle composed of four segments in green, yellow, red, and blue.

SB CONNECT: Sustaining Momentum in a Season of Change

March 10, 2017

8:00 AM – 4:30 PM

Columbia Metropolitan Convention Center – Richland Room

1101 Lincoln Street, Columbia, SC

8:00 AM – 9:00 AM

Registration

8:30 AM - 9:00 AM

Networking/Exhibit

9:00 AM – 9:10 AM

**Welcome & Purpose
Moderator-TBD**

Camille Shaw, Project Director

MBDA Business Center – Columbia, SC

9:10 AM – 9:30 AM

Greetings

Representative William Clyburn (confirmed)

South Carolina State House of Representative, District 82

Councilwoman Joyce Dickerson (invited)

Richland County Council, District 2

Speaker – TBD

Lexington or Charleston County

The Honorable Stephen K. Benjamin (invited)

Mayor of City of Columbia

9:30 AM – 9:45 AM

**2017 Outlook and the New Administration
Speaker-TBD**

9:45 AM – 10:30 AM

The 2017 South Carolina Economic Outlook

Joseph Von Nessen, Research Economist (confirmed)

USC Darla Moore School of Business

10:30 AM – 10:45 AM

Break (please visit exhibitors)

10:45 AM – 11:50 AM

**Panel I –Transportation
Moderator-TBD**

Dan Mann, Executive Director (confirmed)

Columbia Metropolitan Airport

	Gerald Seals, County Administrator (invited) Richland County
	Mark Barna, Manager Procurement & Administrative Services, South Carolina Port Authority (confirmed/designee)
	Speaker 4-TBD Bridges
11:50 AM – 1:30 PM	Lunch
1:30 PM – 2:00 PM	Networking/Exhibit
2:00 PM – 3:00 PM	Panel II –Infrastructure Moderator – TBD Joseph Jaco, City Engineer (confirmed) City of Columbia Ted Creech, Director (confirmed) AT&T South Carolina Michele Cardwell, Acting State Director (confirmed) United States Department of Agriculture Rural Development
	Speaker 3-TBD Hospital
3:00 PM –3:15 PM	Break
3:15 PM – 4:15 PM	Panel III – Commercial and Residential Construction Moderator Robert Coble, Attorney (confirmed) Nexsen Pruet Law Firm Former Mayor of City of Columbia Valarie Williams, Executive Director (confirmed) South Carolina State Housing Finance and Development Authority Reginal Barner, CEO City of Aiken Housing Authority
	Speaker 3-TBD Speaker 4-TBD
4:14 PM – 4:30 PM	Closing Remarks Diane Sumpter, President & CEO DESA, Inc.



Advocacy Awards Luncheon

March 10, 2017

12:00 PM – 1:30 PM

Columbia Metropolitan Convention Center – Richland Room

1101 Lincoln Street, Columbia, SC

Moderator

Octavia Mitchell, Anchor (confirmed)
WCBD-TV/ECBD-TV, Charleston, SC

Invocation

Representative Ivory Thigpen (confirmed)
South Carolina State House of Representative, District 79
Pastor, Rehoboth Baptist Church

Purpose and Occasion

Teowonna Clifton, Business Consultant
MBDA Business Center – Columbia, SC

Introduction of Speaker

Former Senator Kay Patterson (confirmed)
South Carolina Senate, District 19

Connectivity and Internet Access

The Honorable Mignon Clyburn (confirmed)
Commissioner, United States Federal Communications Commission

Presentation of Awards

Advocacy Award

Presented To: Delores DaCosta, Congressional Staff
Senator Tim Scott

Presented By: Kenneth Canty, President & CEO
Freeland Construction

Presented To: Sophia Vickers, Business Consultant, 1986–2016
DESA, Inc.

Presented By: Diane Sumpter, President & CEO
DESA, Inc.

Legacy Award

Presented To: Lawton Lynn, Owner
Lynn's Meats

Presented By: Nate Spells, Sr., President & CEO
Construction Dynamics, Inc.

A RESOLUTION AUTHORIZING A GRANT OF CERTAIN FUNDS TO PROJECT SWEET TEA.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to enact resolutions, ordinances and regulations for the purpose of promoting the general welfare of the County;

WHEREAS, pursuant to this authority, the County has previously established a fund, and appropriated money thereto, the purpose of which is to promote the economic development of and creation of job opportunities in the County (“Fund”);

WHEREAS, the County is negotiating with a company known to the County as Project Sweet Tea (“Company”) regarding a potential investment by the Company in the County consisting of \$1,000,000 in capital investment and the creation of 100 jobs (collectively “Project”);

WHEREAS, to provide an inducement to the Company to locate the Project in the County, the County desires to make a grant to the Company from the Fund in the amount of \$25,000 (“Grant”), to offset certain costs expected to be incurred by the Company for its investment in qualifying infrastructure serving the Project or the County (“Infrastructure”).

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL:

Section 1. Grant Authorized. The Grant is hereby authorized for the purpose of assisting the Company in paying the costs of the Infrastructure. The Grant is conditioned on the Company completing the Project by no later than December 31, 2017 (“Completion Date”). If the Project is not completed by the Completion Date, the Company shall repay the Grant to the County. The Chair of County Council, the County Administrator and the Director of Economic Development are authorized to take such further action and execute such further documents as may be necessary to make the Grant to the Company and to memorialize the terms and conditions of the Grant.

Section 2. Further Assurances. County Council confirms the authority of the Chair, the County Administrator and the Director of Economic Development, and various other County officials and staff, acting at the direction of the Chair, County Administrator or Director of Economic Development, as appropriate, to take whatever further action and to draft, execute, deliver and post whatever further documents as may be appropriate to effect the intent of this Resolution.

Section 3. Savings Clause. If any portion of this Resolution shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior resolution or order, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Adopted the _____ day of _____.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Richland County, South Carolina



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Terrasel T. Jones

Home Address: 317 Ferrell Drive, Columbia, SC 29204

Telephone: (home) (803) 397-1759 (work) (803) 397-1759

Office Address: N/A

Email Address: terrasel.jones@gmail.com

Educational Background: Masters of Arts Degree

Professional Background: Human Services Director

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Procurement Review Panel

Reason for interest: Previous procurement experiences as a vendor and consumer, allows me to utilize my skills and expertise to give back to the community in which I live.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I've been responsible for writing, submitting and obtaining procurement opportunities. I have a keen eye for detail to ensure all aspects of the procurement process is followed.

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? Please see attached resume.

Recommended by Council Member(s): N/A

Hours willing to commit each month: The number of hours required to fulfill my duties.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ms

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

[Signature]
Applicant's Signature

1-3-2017
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Date Received: <u>1-5-17</u>	Staff Use Only
Date Sent to Council: _____	Received by: <u>[Signature]</u>
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

TERRASEL T. JONES

317 Ferrell Drive ♦ Columbia, SC 29204 ♦ (803) 397-1759 ♦ terrasel.jones@gmail.com

PROGRAM MANAGEMENT SKILLS

- ♦ **Masters Level Rehabilitation Counselor**, Offering a 10-year counseling career distinguished by commended performance and proven results utilizing a client-centered approach. Continued education to stay abreast of trends and legal requirements.
- ♦ **Extensive background in Program Management**, including project planning and execution, report preparation for federal and state grantors, cross-functional team leadership, problem solving, decision-making, experience in employee recruitment and retention, staff development, conflict resolution, HR records management, HR policies development and legal compliance and process redesign.
- ♦ **Demonstrated success in negotiating win-win compromises**, developing teambuilding programs, and writing personnel manuals, corporate policies, job descriptions and management reports.

PROFESSIONAL EXPERIENCE

SC Department of Health and Human Services (Community Long Term Care- Home and Community Based Services) — Columbia, SC

CLTC offers programs to help individuals who want to live at home, need assistance with their care, and are financially eligible for Medicaid.

Independent Case Manager/Home Again Transition Coordinator, 09/2016 to Present

Provide service counseling, support and assist participants in coping with changing needs and decision making regarding long term care. Home Again Transition Coordination is part of the national initiative called The Money Follows the Person Rebalancing Demonstration Program administered by the Centers for Medicare and Medicaid Services (CMS)

Key Results:

- ♦ Responsible for assisting participants to acquire and maintain waiver services
- ♦ Transition participants who have been in an institution for 90 days and wish to return to the community.
- ♦ Optimize participant's life choices and rights, to minimize threats to the participant's safety and health.
- ♦ Provide a mechanism for managing access to home and community-based alternatives to institutional care.
- ♦ Ensure individuals have continued access to the long-term care program

Centene Corporation (LifeShare Management Group, LLC –Specialty Company) — Columbia, SC

National human service agency providing supports to children, adults with IDD and elders. Responsible for the oversight of long-term care services provided to adults and elders with developmental disabilities, foster care services for children and outpatient services for at-risk youth and adults with behavioral health needs.

State Director, 03/2011 to 09/2016 40 hours per week

Responsible for oversight of all Regional Offices, staff, consultants and providers. Interview prospective providers and initiate licensing process for viable home care providers. Development of all new programs in South Carolina to include residential, case management and behavioral health services. Ensure all programs are in compliance with all stated and federal funding source regulations, policies and procedures. Responsible for management of state budget in excess of \$1.5 million annually. Prepare, develop and submit all bids for statewide contracts for foster care, residential habilitation, behavioral health and case management services

PROFESSIONAL EXPERIENCE (CONTINUED)

Key Results:

- ◆ Responsible for program start up in South Carolina residential, clinical and case management services
- ◆ Facilitated contract renewals for all services in Georgia and South Carolina
- ◆ Developed training curriculums for all programs in Georgia and South Carolina
- ◆ Identify and created multiple community-based partnerships in Georgia and South Carolina.
- ◆ Conducted peer review and quarterly audits of all program to ensure sustainability and compliance with regulations.
- ◆ Ensure Quality compliance for Home and Community Based Services throughout the State of South Carolina and Georgia

MIDLANDS COMMUNITY DEVELOPMENT CORP. — Columbia, SC

Non-profit organization providing five areas of development: Housing, Health Care, Education, Economic and Employment.

Program Coordinator, 08/2007 to 03/2011, 40 hours per week

Provide detailed case management for over one hundred homeless, veterans, and dislocated youth. Responsible for assessing individuals for substance disorders, co-occurring disorders, mental illness, HIV/AIDS and chronic homelessness. Provide crisis intervention as needed for those individuals suffering from substance abuse using faith-based initiatives. Conduct prevention and awareness events for youths ages 12-17 to reduce at-risk behaviors. Responsible for fundraising activities to ensure program self sustainability. Provide referral and housing assistance to displaced families and individuals in Richland County.

Key Results:

- ◆ Responsible for the successful launch of **Serving the Homeless by Achieving and Restoring Expectation** Program (S.H.A.R.E. of the Midlands) in which over 500 homeless individuals benefit from services offered.
- ◆ Development of the **Fostering Alternative Music thru Empowerment (F.A.M.E.)** curriculum which reached over 4500 youth in 2008 also played a key role in the launch of the program in 2008.
- ◆ Planned and organized Total Recovery Network's 1st annual awards banquet recognizing 10 years of service to the community by hosting an extreme makeover for Women in the Recovery Shelter.
- ◆ Coordination and management of homeless and substance abuse programs with budgets ranging between \$125,000 and \$300,000, effectively.
- ◆ Design and implement data collection tools and process for all TRN participants.
- ◆ Assisted two employees through the Employee Assistance Program.
- ◆ Development and writing of federal, local and private grants totaling \$725,000.
- ◆ Design and publish The NEXUS Newsletter bi-annually for Total Recovery Network and its participants.
- ◆ Development, coordination and oversight of the Total Recovery Coalition. Total Recovery Coalition is a network of business owners, state and local agencies, community members, parents and youth with a vested interest in providing services to the surrounding communities of Lower Richland County.
- ◆ Developed 8 partnerships with other community-based organizations within an 18-month span.

GOVERNOR'S OFFICE OF CONTINUUM OF CARE — Columbia, SC

State agency providing case management services to emotionally disturbed children and their family.

Selections Coordinator, 3/2006 to 8/2007, 37.5 hours per week

Responsible for the overall assessment of individual families and their children to determine eligibility for services. Established and maintained relationships with schools, local and state social service agencies to increase enrollment and participation in services. Prepared reports and maintained confidential individual case summaries of applicants for eight South Carolina counties. Participated in interagency staffing by providing quality service design, information exchange, and planning.

Key Results:

- ◆ Played a key role in the revision of the power point presentation used by all Selections Coordinator statewide.
- ◆ Built and repaired damaged relationship with local schools, doctors and state agencies.
- ◆ Increased enrollment in upstate South Carolina (Rock Hill, Lancaster, and Chester County) from 6 clients to 17.

INTERSTATE URBAN CONSORTIUM, INC. — Orangeburg, SC

Non-profit social service organization providing community-based services to residents of Orangeburg County. 40 hours per week

Human Services Director, 01/2005 to 03/2006

Managing Counselor, 04/2004 to 01/2005

Hired to implement the Youth Emergency Program which was an approved emergency shelter for homeless and runaway teenagers in South Carolina and was later promoted to fulfill a broad range of HR functions, including recruiting and training employees, administering benefits, overseeing disciplinary action and managing HR records. Managed day to day operations of IUC's facilities (Safe Spaces, Youth Emergency Services, and the Physical and Academic Wellness Program). Provided support and direction to three programs (their consumers, coordinators and administrative staff). Independently revised IUC Team manual and volunteer handbook. Responsible for quarterly grant reporting to Department of Health and Human Services and Department of Justice.

Key Results:

- ◆ Trained 5-member management team on interviewing techniques and best practices, and conducting workshops that contributed to sound hiring decisions.
- ◆ Developed company's first-ever standardized disciplinary procedures and tracking system that insulated company from legal risk and ensured consistent and fair discipline processes.
- ◆ Devised creative and cost-effective incentive and morale-boosting programs (including special events and employee recognition) that increased employee satisfaction and productivity.
- ◆ Developed new guidelines and housing services for women of Safe Spaces Program.
- ◆ Implemented program services for Safe Spaces and Youth Emergency Services per grant guidelines.
- ◆ Developed an Employee Assistance Program to assist all incoming and current employees with various issues (i.e. health concerns, insurance, substance abuse, birth, adoptions, death etc....)
- ◆ Developed a Human Services Quality Improvement Audit Team for all IUC programs.

ORANGEBURG AREA MENTAL HEALTH — Orangeburg, SC

State agency providing mental health services to families of Orangeburg County. 40 hours per week

Behavioral Health Day Treatment Supervisor, 05/2002 to 04/2004

Mental Health Counselor II, 08/2000 to 05/2002

Developed individual treatment plans which included goals, objectives and outcomes of program participants. Provided individual, family, group, and crisis intervention and case management in the school and/or in the client's residence. Reduced unmanageable behaviors in the home and school by establishing and developing skills such as anger management, peer relations, parent/child relations, self-awareness, self-control, communication and coping skills. Participated and provided valuable information during treatment team staffing. Provided a written and quarterly review of Behavioral Health Day Treatment's (BHDT) compliance with Commission on Accreditation or Rehabilitation Facilities (CARF) standards; identify any weaknesses, strengths and areas of non-compliance. Ensured that BHDT operates in compliance with the standards established by the Orangeburg Area Mental Health Center. State Department of Mental Health, CARF and Medicaid.

Key Results:

- ◆ Co-developed and implemented a summer camp program for children attending Orangeburg Consolidated Districts 4 & 5. Summer camp served approximately 45 youths between the ages of 8 and 14 for 4 consecutive summers.

- ◆ Planned and organized Behavioral Health Day Treatment Awards banquet for participants of the program. Annual Awards Banquet was held 3 years consecutive prior to the cancellation of the program.
- ◆ Participated on the agency's audit team 3 years which resulted in consecutive CARF accreditation.

S.C. DEPARTMENT OF PROBATION, PAROLE AND PARDON SERVICES — Columbia, SC

State Law Enforcement Agency.

Probation and Parole Agent II, 03/1996 to 08/2000, 37.5 hours per week

Supervised a caseload of 110-120 offenders daily. Developed and implemented appropriate supervision plans based on the client's needs. Investigated and apprehended offenders that violated their conditions of probation or parole. Recorded probationary sentences of new clients as well as revocation sentences from General Sessions Court. Served as liaison between state agencies and made necessary referrals. Completed background investigation and case summaries for pardon applications, which included interviewing employers, neighbors, friends, family, records check, references and victim responses.

Key Results:

- ◆ Served as agency Departmental Trainer and Defense Tactics Instructor.
- ◆ Served on Executive Director's Quality Improvement Team in which departmental policy and procedures revisions were established and implemented.
- ◆ Served as Mentor for newly hired agents.
- ◆ Responsible for community service projects assigned to probationer and parolees.

EDUCATION, CERTIFICATIONS & AFFILIATIONS

SOUTH CAROLINA STATE UNIVERSITY — Orangeburg, SC, 29118

Masters of Arts (MA) in Rehabilitation Counselor (3.8 GPA), 1999

UNIVERSITY OF SOUTH CAROLINA — Columbia, SC, 29201

Bachelor of Science (BS) in Criminal Justice (with strong Social Work background), 1995

MANNING HIGH SCHOOL — Manning, SC, 29102

High School Diploma, 1991

Certifications/Awards:

- ◆ LifeShare Employee of the Year 2013
- ◆ Mental Health Professional, 2000 - 2004
- ◆ Grant Writing USA Certification, 2008
- ◆ Certified Defense Tactics Instructor, 1998-2000
- ◆ Child and Adolescent Functional Assessment Scale Certified, 2000 - 2008
- ◆ President's Award's 1999
- ◆ Lexington Richland Alcohol and Drug Abuse Center Volunteers Impacting People Award, 2008
- ◆ MCDC Employee of the Month, January, 2008 and May, 2009

Affiliations:

- ◆ Human Services Provider Association, 2014
- ◆ Probation and Parole Association, 1996
- ◆ Mental Health Association of South Carolina, 2003
- ◆ Delta Sigma Theta Sorority, Inc., 2000
- ◆ S.C. HIV/AIDS Council, 2008
- ◆ Palmetto Aids Life Support Services, 2008
- ◆ The Cooperative Ministry, 2008



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Kitwanda Cyrus

Home Address: 219 View Drive Blythewood, SC 29016

Telephone: (home) 843-364-2500, 803-667-9250 (work) 803-699-5422

Office Address: 7001 Parklane Road Columbia, SC 29223

Email Address: kitwandasmith@gmail.com

Educational Background: Bachelor of Science in Business Administration / Marketing

Professional Background: Risk Management Specialist at SC Dept. of Probation

owner of Kiki's Chicken and waffles

Male **Female**

Age: 18-25 **26-50** Over 50

Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: I am a business owner and would like to share my skill sets and I would like to give back to my community by joining a board.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am hard working, trustworthy, knowledgeable about business ownership, and

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): _____

Hours willing to commit each month: 10 hrs

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____



Applicant's Signature

January 13, 2017
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-17-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Julie-Ann Dixon

Home Address: 119 Kings Creek Rd, Irmo, SC

Telephone: (home) (work) 803.463.2442

Office Address: Same As Home

Email Address: jdixon204@gmail.com

Educational Background:

Professional Background: CEO for PDG & Administrator for BGM Inc.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: COG

Reason for interest: To represent and be a part of the team to expand on infrastructures which will accommodate future growth in Richland County

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Previously served on the COG Board. Knowledge and commitment to collaborate and be a team player effectively

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give?

Recommended by Council Member(s): Bill Malinowski

Hours willing to commit each month: As Needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____

 Dixon
Applicant's Signature

 Jan. 3, 2017
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u> 1-20-17 </u>	Received by: <u> [Signature] </u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



+

APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Douglas J. Fabel

Home Address: 1217 Hinnants Store Rd., Winnsboro, SC 29180 (This is within Richland Co.)

Telephone: (home) 803 786-5092 (work) _____

Office Address: _____

Email Address: aesop1217@yahoo.com

Educational Background: B.S. in Business Administration, Master of Public Administration, USC

Professional Background: 32-year career with SCDHEC Environmental Quality as manager and grants administrator. Board member and immediate past president of SC Chapter of Partners of the Americas, an international NGO

Male

Over 50

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: I have a strong interest in and expertise in public policy and regional planning and in many of the types of planning categories that the COG is involved with, e.g. environmental, economic development, aging, and transportation .

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have the desire, the relevant experience, the expertise, and the time that would provide the COG with knowledgeable and dedicated service. I am a former member of the COG's Environmental Planning Advisory Comm. (EPAC). I served for many years as DHEC's representative and could provide valuable knowledge and perspective to the environmental issues the EPAC currently deals with.

Presently serve on any County Committee, Board or Commission? No _____

Any other information you wish to give?:

As a political independent, I believe that I could provide non-partisan, honest, impartial decision making for the Council. As a long time Richland County resident, I would like the opportunity to give back to the community through service on the COG. _____

Recommended by Council Member(s): Joyce Dickerson, Greg Pearce _____

Hours willing to commit each month: As needed _____

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Douglas Fabel
Applicant's Signature

1/16/17
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-18-17</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Deborah P. Moore

Home Address: 391 Legend Oaks Dr, Columbia, SC 29229

Telephone: (home) (803) 462-0388 (work) (803) 576-2178

Office Address: 2020 Hampton St, Columbia, SC 29204

Email Address: moorede@rcgov.us

Educational Background: High School

Professional Background: Administrative Assistant

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Grievance Committee

Reason for interest: I am currently a member of the committee, and I have gained valuable experience by seeing both sides of a situation.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I am a Christian, and I try to look at things below the surface. I try to look at the heart of the matter.

Presently serve on any County Committee, Board or Commission? Grievance

Any other information you wish to give? NONE

Recommended by Council Member(s): _____

Hours willing to commit each month: 6

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

12/9/16
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION CHRISTOPHER R. THOMPSON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Christopher R. Thompson is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon his by the governing body of this County, including the enforcement of the County’s business license regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Christopher R. Thompson shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Christopher R. Thompson is no longer employed by Richland County to enforce the County’s business license regulations.

ADOPTED THIS THE 7TH DAY OF FEBRUARY, 2017.

Joyce Dickerson, Chair
Richland County Council

Attest: _____
Michelle Onley
Assistant Clerk of Council

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HEALTH CARE FACILITIES REVENUE REFUNDING BONDS (THE LUTHERAN HOMES OF SOUTH CAROLINA, INC.) SERIES 2017, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$48,500,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “*Authority*”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues to defray the cost of a business enterprise as defined in the Acts; and

WHEREAS, the Authority and The Lutheran Homes of South Carolina, Inc. (the “*Institution*”) entered into an Inducement Agreement on September 21, 2016, as amended by Resolution dated November 10, 2016 (collectively, the “*Inducement Agreement*”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval by the State Fiscal Accountability Authority of South Carolina, Aiken County, Charleston County, Richland County and Spartanburg County, as may be required by law, to issue not exceeding \$48,500,000 aggregate principal amount of Health Care Facilities Revenue Refunding Bonds (The Lutheran Homes of South Carolina, Inc.), Series 2017 (the “*Series 2017 Bonds*”) in one or more series, under and pursuant to Section 41-43-110 of the Act, for the purpose (i) refunding the Authority’s \$43,550,000 First Mortgage Health Care Facilities Refunding and Revenue Bonds (The Lutheran Homes of South Carolina, Inc.) Series 2007, (ii) refunding the Authority’s \$14,325,000 Economic Development Revenue Refunding Bonds (The Lutheran Homes of South Carolina, Inc.) Series 2012 (collectively, the “*Prior Bonds*”) and (iii) paying costs of issuance of the Bonds (collectively, the “*Undertaking*”); and

WHEREAS, the Institution is projecting that the assistance of the Authority by the issuance of the Series 2017 Bonds will result in the maintenance of employment of those engaged in the Undertaking, by maintaining permanent employment for approximately 1,179 people in the aforementioned counties and will continue to stimulate the economy of Richland County by maintaining payrolls, capital investment and tax revenues; and

WHEREAS, the County Council of Richland County and the Authority have on this date jointly held a public hearing, duly noticed by publication in *The State* on January 11, 2016, a newspaper having general circulation in Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

NOW THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, as follows:

Section 1. It is hereby found, determined and declared that (a) the Undertaking and the refunding of the Prior Bonds will subserve the purposes of the Act; (b) the Undertaking and the refunding of the Prior Bonds are anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Undertaking and the refunding of the Prior Bonds will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing powers, and the issuance of the Series 2017 Bonds will not constitute an indebtedness of Richland County of any kind or within the meaning of any state constitutional provision or statutory limitation; (d) the amount of Series 2017 Bonds required for the purposes described herein is not exceeding \$48,500,000; and (e) the documents to be delivered by the Institution and the Authority with respect to the Series 2017 Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Series 2017 Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Prior Bonds (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Institution shall maintain the facilities and carry all proper insurance with respect thereto.

Section 2. The County Council of Richland County supports the Authority in its determination to issue the Series 2017 Bonds to defray the costs related to the Undertaking and the refunding of the Prior Bonds.

Section 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this ____ day of February, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

ATTEST:

County Administrator
Richland County, South Carolina

Clerk to County Council
Richland County, South Carolina