



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

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

**JUNE 23, 2015  
6:00 PM**

**2020 Hampton Street**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. May 26, 2015 [PAGES 4-6]

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. Funding Requests Submitted to the County During the Budgetary Process [PAGES 7-9]
3. Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations [PAGES 10-16]

4. Motion to Request that Educational Institutions provide the County with a Long Range Needs Assessment of Student Housing Needs Prior to Approving Financial Incentives for Privately Owned Student Housing Construction in the County **[PAGES 17-19]**
5. One Year Extension of County-City 911 Intergovernmental Agreement **[PAGES 20-27]**
6. Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion **[PAGES 28-34]**
7. Lease Agreement; Warehouse for Richland Library during Capital Program **[PAGES 35-53]**
8. Approval of Sponsorship/Donation Payments **[PAGES 54-57]**

#### **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

9. Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data
10. Reclassification and Promotion Handbook Revisions – One Year Review **[PAGES 59-63]**

#### **ADJOURNMENT**



#### **Special Accommodations and Interpreter Services**

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such

modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

# Richland County Council Request of Action

**Subject**

May 26, 2015 [PAGES 4-6]

**Reviews**

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### ADMINISTRATION & FINANCE COMMITTEE

May 26, 2015  
6:00 PM  
County Council Chambers

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

#### CALL TO ORDER

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

#### APPROVAL OF MINUTES

**Regular Session: April 28, 2015** – Ms. Dickerson moved, seconded by Mr. Washington, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF AGENDA

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

#### ITEMS FOR ACTION

**Jim Hamilton-LB Owens Airport (CUB) Taxiway 'A' Grading & Extension, Phase I, Recommendation of Construction Contract Award** – Mr. Eversmann stated the matter before the committee is an award of a construction contract that reflects design contracts, which were previously awarded. The project is primarily funded through an FAA Improvement Program IAP Grant, which funds 90% of the project and 5% is funded through a State grant.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the request to award the construction contract for Phase I of the Jim Hamilton-LB Owens Airport (CUB) Taxiway 'A' Grading & Extension Project to Graham County Land Company in the amount of \$827,350.00.

Mr. Eversmann stated there were local companies that bid on the project, but the differential between the firm recommended by staff and the local firm was approximately 9%. The use of Federal dollars restricts staff in making the contract award.

The vote in favor was unanimous.



#### Council Members Present

Greg Pearce, Chair  
District Six

Joyce Dickerson  
District Two

Paul Livingston  
District Four

Jim Manning  
District Eight

Kelvin Washington, Sr.  
District Ten

#### Others Present:

Bill Malinowski  
Norman Jackson  
Torrey Rush  
Julie-Ann Dixon  
Tony McDonald  
Sparty Hammett  
Warren Harley  
Brandon Madden  
Michelle Onley  
Monique McDaniels  
Larry Smith  
Daniel Driggers  
John Hixon  
Ismail Ozbek  
Chris Eversmann

Item# 1

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



### Administration & Finance Committee

Tuesday, May 26, 2015

Page Two

**Department of Public Works: Ballentine Park Project** – Mr. McDonald stated the request is the award of a contract to Sox & Sons in the amount of \$111,048.00 for the paving of the Ballentine parking lot, as well as, a paved access road to the soccer fields. The funding for the project comes from savings realized when the Iron Mountain contract was renegotiated.

Mr. Washington inquired if the Recreation Commission was approached about funding the project.

Mr. Malinowski stated the Recreation Commission met with the community and the community provided a list of needed improvements. The Recreation Commission completed several of the improvements, but did not have enough funds to complete the list. Therefore, the project funding proposal was presented to Council and the CTC.

Ms. Dickerson inquired as to how the CTC were awarded.

Mr. Hammett stated the CTC are allocated based upon formula to the respective Council districts that contain dirt roads.

Committee members requested a copy of the formula to receive CTC funds.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve the request to enter into a contract with Sox & Sons for the Ballentine Park Paving Project in the amount of \$111,048.31. The vote in favor was unanimous.

### **ADJOURNMENT**

The meeting adjourned at approximately 6:17PM.

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

# Richland County Council Request of Action

**Subject**

Funding Requests Submitted to the County During the Budgetary Process [**PAGES 7-9**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Funding Requests Submitted to the County During the Budgetary Process

### **A. Purpose**

County Council is requested to consider a motion by Mr. Malinowski to direct groups or entities requesting funds at budget time from Richland County Government to make the requests through a Council member.

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

At the June 2, 2015, Richland County Council meeting Mr. Malinowski made the following motion:

“Any group or entity requesting funds at budget time from Richland County Government must be made through a council member. Requests should not be arbitrarily sent to the Administrator or other staff member and then efforts made to seek a sponsor. The requesting group should take the time and effort to obtain support from at least one council member to get it on the budget motions list.”

Currently, County staff receives requests from entities for funding consideration during the budgetary process throughout the year. These requests are usually in the form of a written letter, addressed to the County Administrator. In some instances, letters requesting funding from the County are sent directly to Council members or to the Clerk of Council’s Office. In that regard, the letters are usually forwarded to County staff for inclusion into the budgetary process for consideration.

Approval of Mr. Malinowski’s motion would implement a formal process, whereby, outside agencies can only request consideration for funding from the County through a Council member as a budget motion.

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

June 2, 2015 – motion by Mr. Malinowski

### **D. Financial Impact**

There is no financial impact associated with this request.

### **E. Alternatives**

1. Approve the motion to direct groups or entities requesting funds at budget time from Richland County Government to make their requests through a Council member.
2. Do not approve the motion to direct groups or entities requesting funds at budget time from Richland County Government to make their requests through a Council member.

### **F. Recommendation**

This is a policy decision for Council

Recommended by: Bill Malinowski  
Department: County Council District 1

Item# 2



Date: June 2, 2015

## G. Reviews

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

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

### Finance

Reviewed by: Daniel Driggers

Date: 6/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council. Staff can adjust the process to facilitate either option.

### Legal

Reviewed by: Elizabeth McLean

Date: 6/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. I would recommend that the policy make clear that the “entities” are non-county. It would also need to be specific as to any exclusions, such as perhaps HTax ordinance agencies or any other regularly funded agency, if that is Council’s desire.

### Administration

Reviewed by: Tony McDonald

Date: 6/17/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the motion as presented. This procedure would provide consistency in the way in which budget requests from outside agencies are addressed.

# Richland County Council Request of Action

**Subject**

Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations [**PAGES 10-16**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations

### A. Purpose

County Council is requested to consider a motion by Mr. Jackson to direct the Administrator and Staff to abide by all policies, directives, guidelines and ordinances set by County Council, and to have Staff develop an action plan to address violators.

### B. Background / Discussion

At the April 21, 2015 Council meeting, Mr. Jackson brought forth the following motion:

“The Administrator and staff shall abide by all policies; directives; guidelines and ordinances set by Council. An action [plan] shall be developed to address violators.”

As outlined in the Richland County employee handbook concerning personnel policies, all employees are expected to ensure self-compliance with County and department policies, procedures, guidelines and all work assignments – see attached excerpt from the County’s employee handbook. This expectation includes all policies, directives, guidelines and ordinances set by County Council.

Additionally, it is a County standard for employees to understand that any violation of personnel policies, procedures or guidelines could result in disciplinary action, up to and including termination. The County’s discipline policy is provided below:

#### **Discipline**

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

Some examples of County employee misconduct that may result in disciplinary action, up to and including discharge are attached.

In summary, the County Handbook speaks to employees abiding by policies, procedures, guidelines, etc. The Handbook also speaks to disciplinary action regarding violations of these items. If Council wishes for staff to revise the current Handbook regarding these matters, additional information / specific directives from Mr. Jackson / Council are requested. Therefore, it is at this time that staff requests direction regarding Mr. Jackson's motion.

**C. Legislative / Chronological History**

- April 21, 2015 – Motion brought forth by Mr. Jackson.

**D. Financial Impact**

There is no financial impact associated with this request.

**E. Alternatives**

1. Provide staff with additional information / specific directives regarding revisions to the County Handbook.
2. Do not revise the County Handbook at this time.

**F. Recommendation**

This is a policy decision for Council.

Recommended by: Norman Jackson  
Department: County Council  
Date: April 21, 2015

**G. Reviews**

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

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

**Finance**

Reviewed by: Daniel Driggers

Date: 5/5/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council

**Human Resources**Reviewed by: Dwight Hanna

Date: 6/9/15

 Recommend Council approval Recommend Council denial Council Discretion:

Comments regarding recommendation: Based on F above, this is a policy decision for Council. Human Resources recommends the Legal Department reviews any proposed language changes prior to implementation. Because matters involving employee discipline can result in proceedings such as grievances, SC Human Affairs complaints, EEOC charges, and/or litigation.

**Legal**Reviewed by: Elizabeth McLean

Date: 6/11/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: The Employee Handbook already provides for potential disciplinary action for failure to abide by ordinances, policies, guidelines and procedures. Any changes or clarifications to such language are a policy decision left to Council's discretion.

**Administration**Reviewed by: Tony McDonald

Date: 6/17/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: I concur that all staff should abide by the policies of the County. If the Council wishes to reiterate this by amending the Employee Handbook, as suggested above, guidance is requested as to what additional language may be desired.

# General

## Chain of Command

It is the practice of Richland County to involve the appropriate levels of management and supervision when making decisions or attempting to resolve personnel problems or concerns. The chain of command is designed to handle personnel and organizational matters in a systematic, responsive and effective manner. Richland County encourages employees to know and utilize the chain of command. However, if an employee's concern involves his/her immediate supervisor, he/she may skip that level and proceed to the next level in the chain of command.

Employees should ordinarily utilize their intra-departmental structure, beginning with their immediate supervisor through each level up to their Department Head, whenever possible to address employment related problems or concerns. It is the responsibility of supervisors, Department Heads and County Administration to respond appropriately and in a timely manner to employee concerns and questions.

## Standards

All employees are expected to:

- Ensure self-compliance with County and department policies, procedures, guidelines and all work assignments.
- Report policy, procedure or guideline violations to supervisor, chain of command, or Human Resources Department (HRD).
- Understand that any violation of personnel policies, procedures or guidelines could result in disciplinary action, up to and including termination.
- When dealing with the public or fellow employees in any manner, especially on public business, do so in a professional and courteous manner.
- Conduct himself/herself in a manner that reflects credit upon his/her department and the government of the County.
- Keep supervisor informed of any changes in personal information including, but not limited to: address, telephone number, marital status, deductions, exemptions, beneficiaries, dependents, or emergency contact information.
- Report work and leave time accurately.
- Maintain consistent work attendance and punctuality.
- Cooperate with any County inquiry or investigation.
- All customer contacts, such as emails, telephone calls, visits via walk-in's, etc., should be responded to timely, but at least acknowledged by the end of the following business day. Information provided should be accurate, complete, and in a manner understandable to the customer or citizen. A timely response for phone call, visit via walk-in's, or e-mail is by the end of the following business day and for letters is within five business days. Any employee who fails to comply with this guideline will be subject to disciplinary action up to and including termination.

# Employee Performance

## Performance Evaluations

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

The County maintains a Performance Enhancement Program (PEP). The purpose of the PEP is primarily to promote and maintain quality customer/citizen service. Richland County established the PEP to motivate and reward employees according to their quality of customer/citizen service, their job performance, and their contributions toward accomplishment of their performance measures.

## Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and Department Head must submit terminations to the County Administrator for review.

Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document. If an employee refuses to sign the document he/she will be relieved of duty without pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled work-day, he/she will be presumed to have resigned and will be separated from the payroll.

# Employee Performance

## Examples of Conduct Warranting Disciplinary Action

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

### Examples of Conduct Warranting Disciplinary Action:

- conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the County's reputation or which reasonably could create concern on the part of fellow employees or the community
- incompetence
- unauthorized absence or tardiness
- insubordination, disrespect for authority, or other conduct which tends to undermine authority
- failure or refusal to carry out instructions
- unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of County property or the property of others
- violation of safety rules; neglect; engaging in unsafe practices
- interference with the work of others
- threatening, coercing or intimidating fellow employees, including "joking" threats
- dishonesty
- tardiness or absenteeism
- failure to provide information; falsifying County records; providing falsified records to the County for any purpose
- failure to report personal injury or property damage
- neglect or carelessness
- introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on County property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is "under the influence" if s/he has any detectable amount of any such substance in his system.
- unsatisfactory performance
- violation of County policies
- lack of good judgment
- any other reason that, in the County's sole determination, warrants discipline



# Richland County Council Request of Action

## **Subject**

Motion to Request that Educational Institutions provide the County with a Long Range Needs Assessment of Student Housing Needs Prior to Approving Financial Incentives for Privately Owned Student Housing Construction in the County [**PAGES 17-19**]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Motion to Request that Educational Institutions provide the County with a Long Range Needs Assessment of Student Housing Needs Prior to Approving Financial Incentives for Privately Owned Student Housing Construction in the County

### A. Purpose

County Council is requested to consider a motion by Mr. Pearce to ask the City of Columbia and/or University of South Carolina and/or any other educational institution in need of additional student housing to provide the County with a long range needs assessment of student housing needs prior to the approval of any new financial incentives for privately owned student housing construction in Richland County.

### B. Background / Discussion

At the May 19, 2015 Council meeting, Mr. Pearce brought forth the following motion:

“Prior to the approval of any new financial incentives for privately owned student housing construction in Richland County, the City of Columbia and/or University of South Carolina and/or any other educational institution in need of additional student housing will be asked to provide the County with a long range needs assessment of student housing needs.”

In 2014, the City of Columbia requested County Council consider approving property tax incentives for two student housing projects. Since that time, Council has approved five projects related to student housing. In each agreement, the company must meet the following criteria:

- Must have a minimum investment of \$40,000,000
- Must be at least \$5 million per acre of investment
- Company must be liable for at least \$750,000 in property tax before any credits are applied
- Minimum tax payment after the credit is applied must be at least \$400,000
- Must be zoned for private student dorms by the City of Columbia

Thus far, all of the projects have been located within the City of Columbia. The credit applied to the projects is 50% annually for ten years.

It is at this time that staff requests direction regarding Mr. Pearce’s motion.

### C. Legislative / Chronological History

- May 19, 2015 – Motion brought forth by Mr. Pearce.

### D. Financial Impact

There is no financial impact associated with this request.

### E. Alternatives

1. Consider Mr. Pearce’s motion and provide staff with direction to proceed accordingly.
2. Consider Mr. Pearce’s motion and do not proceed.

**F. Recommendation**

This is a policy decision for Council.

Recommended by: Gregory Pearce

Department: County Council

Date: May 5, 2015

**G. Reviews**

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

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

**Finance**

Reviewed by: Daniel Driggers

Date: 6/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Economic Development**

Reviewed by: Nelson Lindsay

Date: 6/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Having the university’s long range plan should give Council an idea of the feasibility of these projects although each developer should have conducted their own market analysis.

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/15/15

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Tony McDonald

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the motion as presented by Mr. Pearce.

# Richland County Council Request of Action

**Subject**

One Year Extension of County-City 911 Intergovernmental Agreement [**PAGES 20-27**]

**Reviews**

# Richland County Council Request of Action

**Subject:** One Year Extension of County-City 911 Intergovernmental Agreement

**A. Purpose**

County Council is requested to implement a one year extension of the County's Intergovernmental Agreement with the City of Columbia to provide a joint 911 Call Answering Center.

**B. Background / Discussion**

Richland County and the City of Columbia have an Intergovernmental Agreement (IGA) to provide a joint 911 Call Answering Center. The IGA was implemented in July 2010 and expires June 30, 2015. The City has proposed a one year extension of the current agreement to give the County and City time to explore future agreements or changes. The current and proposed agreements are attached.

**C. Legislative / Chronological History**

- Existing 911 IGA effective on July 1, 2010 and expires on June 30, 2015.
- Proposed IGA extension is for one year and will be effective on July 1, 2015 and expire on June 30, 2016.

**D. Financial Impact**

The 911 IGA is funded through the County's General Fund, Fire Fund and Emergency Telephone System fund. Funding will be available in the approved 2015-2016 budget.

**E. Alternatives**

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

**F. Recommendation**

It is recommended that Council approve the request for a one year extension of the 911 Center IGA to provide time to explore future IGA's or changes to the current system.

Report by: Michael A. Byrd

Department: Emergency Services

Date: June 9, 2015

**G. Reviews**

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

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

**Finance**

Reviewed by: Daniel Driggers

Date: 6/12/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Item# 5

**Procurement**

Reviewed by: Cheryl Patrick

Date: 6/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Sheriff**

Reviewed by: Chris Cowan

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Approve Council approve; with the understanding that RCSD has many of the same documented concerns about the efficiency and effectiveness of Communications as other public safety in the City and County that need to be discussed and addressed.

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/16/15

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Warren Harley

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA

)

**911 COMMUNICATIONS CENTER CONSOLIDATION AGREEMENT**

COUNTY OF RICHLAND

)

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

**BACKGROUND:**

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

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

**WITNESSETH:**

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

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

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

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

1. **OPERATIONAL CONTROL:** The County and City shall continue operation of the Oversight Committee, comprised of the following officials, or their respective designees: the Richland County Emergency Services Department, the Richland County Sheriff's Department, the Columbia Police Department, the Columbia Fire Department, the City Manager, the County Administrator, and the CRC 911 Director.

The Oversight Committee shall meet with the CRC 911 Director at least four (4) times per calendar year, and will provide guidance on the operation of CRC 911.

The Oversight Committee shall advise the CRC 911 Director, who is responsible for the daily operations. Each public safety agency is responsible for establishing the policies and procedures for dispatching their respective agencies. These policies shall be implemented and enforced by the CRC 911 Director.

2. **FINANCIAL:**

- a. The County will continue to administer the 911 Emergency Telephone System Fund which supports the continuing maintenance and replacement costs of the 911 telephony system, radio consoles/workstations, and all other related equipment and/or systems. The parties shall continue to share the cost for the operation of CRC 911, subject to the appropriation of funds for such purpose by the respective bodies. Title to 911 dispatch consoles shall be jointly held by the City and County.

- b. The CRC 911 Director shall prepare annual operating budget requests (City/County) for the system and shall submit the budget requests to the controlling authorities (Columbia City Manager & Richland County Administrator) for review and approval, no later than January 15<sup>th</sup> (County share of budget request), and February 20<sup>th</sup> (City share of budget request) of each calendar year. Proposed modifications to the budget requests must be provided to the controlling authorities by the CRC 911 Director within sixty (60) days of receipt of the initial budget requests.

3. **LEVEL OF SERVICE:** CRC 911 will continue to provide the current level of service to each party, to the extent funds have been appropriated and will, to the same extent, support each agency's requirements as identified in the established policies and procedures.

- a. Both parties agree that any request for additional, non-911 related, "value added" services, must be reviewed, and approved by both controlling authorities prior to implementation.

- b. The CRC 911 Director will be consulted regarding the financial and/or operational impact created by any additional "value added" service request.

4. **BUILDING:** CRC 911 will continue to be located at 1800 Laurel Street. The City will be responsible for providing CRC 911 operational and maintenance needs.
  - a. Due to the rapid growth of the City of Columbia and Richland County, maintaining a state-of-the-art emergency communications center is necessary to ensure efficient and professional services to citizens and user agencies.
  - b. Both parties agree to initiate a joint (City/County) Feasibility Study, initiated by the CRC 911 Director, within twenty-four (24) months from the effective date of this Agreement.
    1. Feasibility Study: The focus of the Feasibility Study will be the identification of viable options of either expanding current space availability, or procuring a new facility in order to acquire dedicated training facilities, technology areas, conference areas, personnel maintenance facilities, supervisory areas, and storage (recordal) areas.
    2. The study and associated recommendations will be presented to the Oversight Committee for consideration and approval.
    3. All approved recommendations will be included in the next fiscal year's budget proposal to the controlling authorities.
5. **MAINTENANCE:** Maintenance of the 911 system equipment and console equipment will be funded by available 911 subscriber fee revenues.
  - a. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer-Aided Dispatch (CAD) system will be included in the annual CRC 911 budget and shall be borne equally by the parties.
  - b. Both parties agree to continue to equally share the operational cost of CRC 911; to include, but not limited to, other operational, maintenance, and/or administrative costs, including personnel/training costs, subject to the appropriation of funds for such purpose by the respective governing bodies.
6. **PERSONNEL:** During the course of this Agreement all current and future CRC 911 personnel will continue to be considered employees of the City of Columbia.
7. **ACQUISITION OF DISPATCH EQUIPMENT:** Through the use of available 911 subscribers' fees, the County shall continue to provide sufficient 911 dispatch equipment required to properly operate CRC 911. The County, through the use of available 911 subscribers' fees, shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 service.
8. **AUDIT:** All County funds, including 911 trail funds used to support the operations of CRC 911, will be subject to audit by the County.
9. **DURATION:** The term of this Agreement shall be for a period of twenty (20) years commencing upon the date of acceptance.
10. **TERMINATION:** Either party may terminate this Agreement upon written notice to the other party, of its intent to do so. However, termination of this Agreement shall not result in disruptions of 911 service to either party.
11. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof, other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

*[Handwritten signatures of witnesses for Richland County]*

RICHLAND COUNTY

*[Handwritten signature of J. Milton Pope]*  
 BY: J. Milton Pope  
 IS: County Administrator

WITNESS:

*[Handwritten signatures of witnesses for City of Columbia]*

CITY OF COLUMBIA

*[Handwritten signature of Steve A. Cant]*  
 BY: Steve A. Cant  
 IS: City Manager

Richland County Attorney's Office

*[Handwritten signature of attorney]*  
 Approved As To LEGAL Form Only.  
 No Opinion Rendered As To Content.



STAMPED IN REC

RESOLUTION NO.: R-2010-051

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County


WHEREAS, the City of Columbia ("City") and Richland County ("County") entered in to a 911 Communications Consolidation Agreement in 1999 which consolidated the emergency dispatch services for the Columbia Police Department, Richland County Sheriffs' Department, Columbia Fire Department and Richland County Emergency Services Department; and,

WHEREAS, the City and County desire to continue the operation of the Columbia-Richland Communication Center for a period of five (5) years; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 16th day of June, 2010, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County.

Requested by:

Mike King, ACM Public Safety

  
\_\_\_\_\_  
Mayor

Approved by:

City Manager

  
\_\_\_\_\_  
City Manager

Approved as to form:

City Attorney

  
\_\_\_\_\_  
City Attorney

ATTEST:

City Clerk

  
\_\_\_\_\_  
City Clerk

Introduced: 6/16/2010

Final Reading: 6/16/2010

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

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

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

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

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

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

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

WITNESSES:

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

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

RICHLAND COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

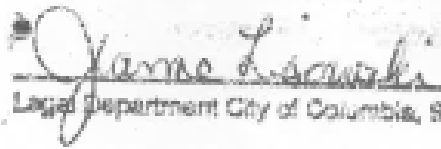
CITY OF COLUMBIA

BY: \_\_\_\_\_

Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM

  
Legal Department City of Columbia, SC

# Richland County Council Request of Action

**Subject**

Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion [**PAGES 28-34**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion

### **A. Purpose**

United Way of the Midlands (UWM), serving as fiscal agent for Midlands Healthcare Collaborative (MHC), consisting of Palmetto Health, Providence Hospitals and Lexington Medical Center and United Way, is requesting approximately 5,200 square feet of space on the third floor of the County's Health Department Building (2000 Hampton) to operate a dental and eye care clinic for low-income, uninsured adult clients.

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

United Way and Palmetto Health have operated the fourth floor dental clinic since the Health Department building was opened in the early 1980s. The fourth floor clinic will continue to operate and see primarily uninsured, low income children identified by the local public schools.

In late 2013, UWM and MHC asked County Council to consider allocating space for a full service clinic on the third floor of the Health Department Building. The effort was to include medical, dental and eye care based on the Medical Mission format that had been delivered to the community in 2011, 2012, 2013 and 2014.

At the November 5, 2013 Council Meeting, the following occurred: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

Early this year, partners, including Palmetto Health, agreed that they only would expand the dental and eye care efforts. MHC's expanded space will enable it to see more patients, especially adult patients who have an adverse impact on local emergency rooms when they attempt to access dental services through the hospital systems in the community. MHC expects to serve 52% more patients for dental services and 85% more for hygiene and prevention services.

UWM began work with Richland County staff to define the space and do all of the assessments and design work. United Way hired LCK as project manager and Stevens and Wilkinson as architects to complete the necessary work. This has been accomplished, with plans presented to Richland County staff by the project manager, LCK. UWM has begun work on the lease agreement for the space.

UWM, as the fiscal agent for this effort, is requesting the space as well as certain services to include utilities, parking, security, limited janitorial, and other basic building services. These services are currently being provided for the dental and eye care clinic operations presently

onsite. No Richland County funds are being requested. The renovations and operations will be paid for by UWM, Palmetto Health and their partners.

If the MHC occupies this space (approximately 5,200 sq. ft.), there will be approximately 10,750 sq. feet of additional available space remaining for the County's use. Currently occupied space on the 3<sup>rd</sup> floor includes the OSBO division (approximately 3,000 sq. ft.) and the eye clinic (approximately 2,000 sq. ft.).

This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

**C. Legislative / Chronological History**

November 5, 2013 Council Meeting: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

November 11, 2014 Council Meeting: An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]: Council gave third reading approval to the ordinance as presented in the agenda packet. [For optometry clinic.]

**D. Financial Impact**

MHC has received a grant from BCBS of SC Foundation of \$608,040 to purchase all new dental equipment for the expanded dental clinic. In addition, several thousands of dollars will be spent on the renovations required on the third floor to accommodate the new clinic, bringing the total renovation budget for the project to \$856,136. Total annual operating budget is expected to be \$1,060,672. Because of these significant expenditures, MHC is requesting a 10 year or longer lease for the project.

Below please find the projected budgets for renovations and operations for the clinic.

<b>Midlands Healthcare Collaborative</b>		
<b>Expenditures for Upfitting Eye &amp; Dental Clinics</b>		
<b>Expenditures</b>		<b>Amount</b>
Dental Equipment		\$ 435,271
Dental Computer Hardware		39,175
Dental Chair Setup		107,082
Up Fitting		192,918
Signage		500
Asbestos Abatement		5,000
Asbestos Survey		2,422
Planning Design & Architectural Fees		33,000
<b>Subtotal</b>		<b>\$ 815,368</b>
<b>5% Contingency</b>		<b>\$ 40,768</b>
<b>Grandtotal</b>		<b>\$ 856,136</b>

<b>MIDLANDS HEALTHCARE COLLABORATIVE</b>			
<b>FY15-16 Operating Budget</b>			
<b>Expenditures</b>	<b>Eye Care</b>	<b>Dental</b>	<b>Budget</b>
Personnel & Fringe	\$ 47,901.00	\$ 761,858.64	\$ 809,759.64
Other Operating	\$ 63,697.00	\$ 105,902.00	\$ 169,599.00
Miscellaneous	\$ 5,100.00	\$ 76,213.36	\$ 81,313.36
<b>Total Expenditures</b>	<b>\$ 116,698.00</b>	<b>\$ 943,974.00</b>	<b>\$ 1,060,672.00</b>

Again – no funds are being requested of Richland County Government other than for the same services currently being provided for the dental and eye care clinic operations onsite (utilities, parking, etc.)

**E. Alternatives**

1. Approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.
2. Do not approve this request. Not allowing MHC to use this space would prevent the expansion of the clinic. MHC would lose the BCBS grant and not be able to expand these services.

**F. Recommendation**

It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.

Recommended by: Roxanne Ancheta  
 Department: Administration  
 Date: June 15, 2015

## G. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 6/16/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Support Services

Reviewed by: Bill Peters

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Support Services has been involved in the design of space process and is completing the final plan review. MHC will have to work with the Health department to ensure the renovations will not have an adverse effect on the Health Department operations.

### Risk Management

Reviewed by: David Chambers

Date: 6/17/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

### Administration

Reviewed by: Roxanne Ancheta

Date: June 19, 2015

X Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building. This will leave additional space for future County operations, if needed. This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 5178± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3<sup>RD</sup> FLOOR AND \_\_\_\_\_ SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 4<sup>TH</sup> FLOOR.

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 County of Richland and its employees and agents are hereby authorized to lease 5178± sq. ft. of space on the 3<sup>rd</sup> Floor and \_\_\_\_\_ sq. ft. of space on the 4<sup>th</sup> Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

SECTION III. Conflicting Ordinances. 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 \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

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

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_

Item# 6

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**

Lease Agreement; Warehouse for Richland Library during Capital Program [**PAGES 35-53**]

**Reviews**

# Richland County Council Request of Action

**Subject:** Lease Agreement; Warehouse for Richland Library during Capital Program

**A. Purpose**

County Council approval is requested to enter into a lease agreement with Lindau Chemicals, Inc. for warehouse space to store library furnishings and equipment during renovations to existing library buildings. The warehouse is located at 649A Rosewood Drive, Columbia, SC and is 16,328 square feet.

**B. Background / Discussion**

Richland Library is in various stages of design on 6 out of 10 of the projects in its Capital Improvements Program. Two projects have completed code review and are ready to bid. Library buildings starting construction will need to be emptied of furnishings and equipment, and those items stored in a safe manner until construction is completed and the building is ready for re-occupancy. The Library’s Operations staff conducted a search of available warehouse space within a five mile radius of the main library that would meet the library’s needs of between 15,000 and 20,000 square feet, and have the appropriate loading dock and roll-up doors.

The best of available warehouses was also the least expensive. The lease of space was presented to the Library Board of Trustees at their meeting on April 13, 2015.

As presented to the Library Board, the lease would be for three years. The Library Board approved the lease for consideration by County Council.

**C. Legislative / Chronological History**

April 13, 2015: Lease approved by Library Board of Trustees for consideration by County Council.

**D. Financial Impact**

The lease is for \$5,075.29 per month with one month’s rent as security deposit.

3 years rent	\$ 182,710.32
3 years utilities, maint. & ins.	\$ <u>15,000.00</u>
<b>Total (not to exceed)</b>	<b>\$ 197,710.32</b>

The Library Board approved an overall budget for the Capital Improvement Program on October 13, 2014. A line of that budget included funding for Swing Space. Swing Space was defined in the budget as, “additional facility space needed for temporarily housing collections, equipment, and/or furniture in order to keep all library locations open during construction phases.” The warehouse funding, if approved, will come from this budget.

**E. Alternatives**

1. Approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location.

2. Do not approve the request to enter into a lease and the library will need to pursue more expensive and less accessible alternatives such as container storage in a remote location. This alternative is less desirable due to more impact on the budget and also some stored items need to be removed at various times during the program for reconditioning prior to reuse. Storage in containers at a remote location will make this very complex to coordinate and will decrease the effectiveness of the reuse efforts.
3. Do not approve the request to enter into the lease and the library will close more of the Main library during renovation in order to use space for storage that would otherwise be used for services to the library customers. This alternative is less desirable because the library is closing no more than 25% of its space during renovations, in the current plan, in order to maximize the availability to resources and services to our customers. With no warehouse, we will need to close an additional 12.5% of the building for storage thus reducing space available to customers. We would also have to move the storage space more than once within the building in order to make way for the general contractor.

**F. Recommendation**

It is recommended that Council approve the request to lease the warehouse space located at 649A Rosewood Drive. By leasing this warehouse, the library will be able to provide services to our customers at a level that is consistent with the values of the library and the expectations of our customers, and will be using our Capital Funds in an effective and efficient manner.

Recommended by: Melanie Huggins

Department: Richland Library

Date: May, 18, 2015

**G. Reviews**

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

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

**Finance**

Reviewed by: Daniel Driggers

Date: 5/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on availability of funding

**Procurement**

Reviewed by: Cheryl Patrick

Date: 5/18/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Policy decision at discretion of Council

**Legal**

Item# 7

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. The attached lease was the initial draft proffered by the lessor. The Legal Department is working with the Library and the library's attorney to make a few changes to the lease. If the Committee forwards this item to Council, we will endeavor to have the completed draft to you at that time. The Library has requested that the item be in front of Council before it's August break if at all possible.

### **Administration**

Reviewed by: Tony McDonald

Date: 6/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval pending final revisions to the lease by the County's Legal Department.

**SUBLEASE AGREEMENT  
(NET, NET, NET)**

BY AND BETWEEN

**LINDAU CHEMICALS, INC.**  
(LESSOR)

AND

**RICHLAND COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE, AND A POLITICAL SUBDIVISION  
OF THE STATE OF SOUTH CAROLINA ON BEHALF OF THE RICHLAND COUNTY PUBLIC LIBRARY, A  
COMPONENT UNIT OF THE COUNTY**

(LESSEE)

DATED

APRIL \_\_, 2015

SUBLEASE NUMBER: SM-15-017

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**SUBLEASE AGREEMENT  
(Net, Net, Net Sublease)**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

**THIS SUBLEASE** made and entered into the date as so specified herein by and between, Lindau Chemicals, Inc. hereinafter called "Sublessor," and RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County, hereinafter called "Sublessee."

**WITNESSETH:**

**IN CONSIDERATION** of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

**A. SUBLEASED PREMISES:**

Sublessor by these presents does hereby demise and let unto Sublessee, and Sublessee subleases and hires from Sublessor all those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises are situate, lying and being in the State of South Carolina, County of Richland, in or near the City of Columbia, and having an address of 649A Rosewood Dr, and being further described as approximately 16,328 square foot warehouse hereinafter "Subleased Premises."

**B. TERM AND DELIVERY OF PREMISES:**

TO HAVE AND TO HOLD the Subleased Premises unto Sublessee for a term of twenty-four (24) months beginning on the 1<sup>st</sup> day of April, 2015 and ending at 11:59 pm, local time, on the last day of March, 2017.

**C. COVENANTS AND CONDITIONS OF SUBLEASE:**

This Sublease is made on the following covenants and conditions which are expressly agreed to by Sublessor and Sublessee:

1. **RENT:** Sublessee covenants to pay as rental to Sublessor the annual sum of Forty-eight Thousand, One Hundred Sixty-seven and 60/100 Dollars (\$48,167.60), said sum to be in lawful money of the United States, payable in equal monthly installments of Four Thousand, Thirteen and 97/100 Dollars (\$4,013.97). Said rental shall be payable monthly in advance at the offices of Colliers International South Carolina, Inc., Agent for Sublessor. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the fifth (5<sup>th</sup>) day of the month.

If any amount due from Sublessee is not received by Sublessor on or before the fifth (5<sup>th</sup>) day following the date upon which such amount becomes due and payable, a late charge ("Late Charge") of five percent (5%) of said amount shall become immediately due and payable as set forth below. Sublessor and Sublessee agree that the Late Charge represents a fair and reasonable estimate for the processing, accounting and other costs that Sublessor will incur by reason of such late payment. For each of Sublessee's checks payable to Sublessor that is returned by the depository bank for any reason attributable to Sublessee, Sublessee shall pay a Late Charge, if applicable, a returned rent charge of \$45.00, subject to Sublessor's reasonable increases from time to time without notice to, or consent of, Sublessee ("Returned Rent Charge"), and any returned check charge ("Returned Check Charge") which the depository bank has charged Sublessor for such check. All Rent, as increased by Late Charges, Returned Rent Charges and Check Return Charges, which is not paid within ten (10) days after due shall bear interest from the date due until the date paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. All Late Charges, Returned Rent Charges, Returned Check Charges and interest accrued pursuant to this

paragraph shall be deemed Additional Rent and shall be due and payable, along with such other Rent then in arrears, within ten (10) days after Sublessee received Sublessor's invoice for such charges. Sublessor shall be entitled to apply any funds received from Sublessee pursuant to this paragraph to amount then due and owing by Sublessee to Sublessor, regardless if such amounts are in arrears, in a manner determined by Sublessor in Sublessor's sole and absolute discretion. Nothing in this Sublease shall be construed so as to compel Sublessor to accept payment of Rent in arrears should Sublessor elect to apply Sublessor's rights and remedies available under this Sublease or at law or in equity in the event of a Sublessee Default. Sublessor's acceptance of Rent in arrears pursuant to this paragraph shall not constitute a waiver of Sublessor's rights and remedies available under this Sublease or at law or in equity.

2. **AUTHORIZED USE:** Sublessee agrees not to abandon or vacate the Subleased Premises and shall use the Subleased Premises for the following purpose, and for no other purpose whatsoever, without the written consent of Sublessor first had and obtained: warehousing of Richland County Public Library Materials.

3. **CONDITION OF THE SUBLEASED PREMISES:** Sublessee has inspected and accepts the Subleased Premises in the same condition they are in at the time of commencement of the term of this Sublease. Sublessee agrees if, during said term, Sublessee shall change the usual method of conducting Sublessee's business on the Subleased Premises, or should Sublessee install thereon or therein any new facilities, Sublessee will, at the sole cost and expense of Sublessee, make alterations of improvements in or to the Subleased Premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

4. **REPAIR AND CARE OF BUILDING BY SUBLESSEE:** Sublessee shall, throughout the initial term of the Sublease and any renewals or extensions thereof, at its own expense, maintain in good order and repair the Subleased Premises, including the building and other improvements located thereon. ~~Such repairs by Sublessee shall include as applicable but not be limited to, repairs and replacements to electrical and plumbing systems and fixtures, air conditioning and heating systems, loading doors, paved parking areas and drives, mowing of grass and care of shrubs, the roof, foundations, exterior walls or any portion of the Subleased Premises in which neglect would contribute to an unamortized depreciation of the Subleased Premises.~~ Sublessee shall at its own expense contract with a reputable firm for periodic servicing of the heating, air-conditioning and ventilation systems as recommended by the manufacturer of such equipment and shall keep on file with Sublessor a copy of said contract or other substantial proof of such servicing. Sublessee shall be responsible for all repairs and replacements to heating and air-conditioning equipment. Sublessee shall also maintain pest control (including termites) inspection and treatment of the Subleased Premises as required. Sublessee agrees to return said Subleased Premises to Sublessor at the expiration or prior termination of this Sublease in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted.

5. **SUBLESSOR'S RIGHT TO INSPECT:** Sublessor gives Sublessee exclusive control of the Subleased Premises and Sublessor shall be under no obligation to repair, replace or maintain the Subleased Premises or any part thereof, but Sublessor reserves the right to inspect the Subleased Premises during reasonable business hours and may subsequently require Sublessee, by written notice, to make any such repairs necessary, and in a good workmanship like manner for proper and reasonable upkeep of the Subleased Premises as agreed in Paragraph 4 of this Sublease. If said required work is not completed within thirty (30) days of said notice, Sublessor may contract with any firm of his choice and have said work completed, the cost of which will be considered as additional rent and will be billed to Sublessee and payable immediately.

6. **ALTERATION OF BUILDINGS AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Sublessee may, with the prior written consent of Sublessor, but at its own cost and expense and in a good, workmanlike manner, make such alterations and repairs in the building as Sublessee may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the Subleased Premises. Sublessee shall have the right, without the permission of Sublessor, to erect, at Sublessee's sole cost and expense, such temporary partitions, including office partition, as may be necessary to facilitate the handling of Sublessee's business and to install electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Subleased Premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall at the option of Sublessor, become the property of Sublessor, at the expiration or sooner termination of this Sublease. Should Sublessor request Sublessee to remove all or any part of the above mentioned items, Sublessee shall do so prior to the expiration of this Sublease and repair the Subleased Premises as described below. Temporary shelves, bins and machinery installed by Sublessee shall remain the property of Sublessee and may be removed by Sublessee at any time; provided, however, that all covenants, including rent, due hereunder to Sublessor shall have complied with and paid. At the expiration or sooner termination of this Sublease, or any extension thereof, Sublessee shall remove said shelves, bins and machinery, and repair, in a good and workmanlike manner, all damage done to the Subleased Premises by such removal. Sublessee shall not exercise the right and privilege granted by this Article 6 in such manner as to damage or affect the structural qualities of the building. Before any work is begun, Sublessee agrees to furnish Sublessor with holdharmless agreements from all contractors protecting against mechanics liens.

7. **COMMUNICATION LINES.** Subject to building design limits, Sublessee may install, maintain, replace, remove or use communications or computer wires and cables which service the Subleased Premises ("Lines"), provided: (a) Sublessee shall obtain Sublessor's prior written consent, and shall use contractors approved in writing by Sublessor, (b) any such installation, maintenance, replacement, removal or use shall comply with all laws, rules and regulations applicable thereto, and shall not interfere with any then existing Lines at the building, and (c) Sublessee shall pay all costs in connection therewith. Sublessor reserves the right to require Sublessee to remove any Lines located in or serving the Subleased Premises which violate this Sublease or represent a dangerous or potentially dangerous condition, within three (3) days after written notice. Sublessor also reserves the right to require that Sublessee remove any and all Lines upon termination of this Sublease. Any Lines not required to be removed shall, at Sublessor's option, become the property of Sublessor without payment of any type. Under no circumstances shall any Line problems be deemed an actual or constructive eviction of Sublessee, render Sublessor liable to Sublessee for abatement of Rent, or relieve Sublessee from performance of Sublessee's obligations under this Sublease.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Sublessor shall pay annually all real estate taxes on the Subleased Premises existing at the commencement of this Sublease. However, Sublessee shall upon demand, reimburse Sublessor for all taxes and other assessments assessed or levied against the Subleased Premises. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date on which Sublessor provides Sublessee with written evidence of such taxes or assessments. If the final year of the Sublease term fails to coincide with the tax year, then any tax during which the term ends shall be reduced by the prorata part of such tax beyond the Sublease term. For the purpose of this covenant, it is agreed that the Subleased Premises hereunder contains approximately 16,328 square feet and the total area contains approximately 122,677 square feet. Sublessee's prorata share for the purpose of calculations is 13.3097%.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Subleased Premises whether local, state, or federal, is required to be paid, the cost thereof shall be borne by the Sublessee.

9. **CONDEMNATION:** In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Sublessee shall determine that the remaining portion of Subleased Premises are not reasonably suitable for its use and occupation, Sublessee may, by giving written notice to Sublessor within sixty (60) days after the date of such taking or condemnation, terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Sublessor shall refund any unearned rent paid in advance by Sublessee. If the Sublessee does not terminate this Sublease as provided above, this Sublease shall continue in force as to the remaining portion of the Subleased Premises and in such event the monthly rental thereafter payable by Sublessee hereunder shall be adjusted and prorated in the exact ratio which the value of the Subleased Premises remaining after such taking or condemnation bears to the value of the Subleased Premises immediately preceding the taking or condemnation, and Sublessor shall, at its own expense, make any repairs or alterations to said Subleased Premises which may be necessary to restore the Subleased Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and the remainder of the Subleased Premises shall not, in the opinion of Sublessor, constitute an economically feasible operating unit, Sublessor may, by giving notice to Sublessee within sixty (60) days after the date of such taking or condemnation terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; Rent shall be apportioned as of the termination date.

In the event of the taking or condemnation of all or any portion of the Subleased Premises and if the Sublessor and/or Sublessee terminates the Sublease as provided above, Sublessor and Sublessee shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemnation and Sublessee shall receive from the condemnation award the value of his improvements, if any, so taken; Sublessee shall receive no other part of the condemnation award. If the Sublease is not terminated, Sublessor shall receive the entire award in the condemnation proceeding.

10. **INSTALLATION AND REMOVAL OF SIGNS:** Sublessee may place suitable signs on the Subleased Premises for the purpose of indicating the nature of the business carried on by Sublessee in said Subleased Premises provided that such signs conform to all ordinances by governing authorities and further; provided, however, that such signs shall be in keeping with other signs in the district where the Subleased Premises are located; and provided, further that the location of such signs are approved by Sublessor prior to their installation, and shall not damage the Subleased Premises in any manner. At the termination of this Sublease, Sublessor may require that Sublessee remove his sign, and any damage to the Subleased Premises caused by removal shall be promptly repaired by Sublessee.

11. **GLASS BREAKAGE AND VANDALISM:** Sublessee agrees to immediately replace broken or damaged glass with glass of comparable quality and characteristics which meet appropriate building code requirements, excepting breakage covered

under Sublessor's normal fire and extended coverage insurance policy. Sublessee shall make any repairs or replacements caused by vandalism to the Subleased Premises or any part thereof, if said damage is not covered by Sublessor's insurance.

12. **RIGHT OF ENTRY BY SUBLESSOR:** Sixty (60) days prior to the expiration of this Sublease, Sublessor may post suitable notice on the Subleased Premises that the same are "For Rent" or "For Lease" and may show the Subleased Premises to prospective sublessees at reasonable times. Sublessor may not, however, thereby unnecessarily interfere with the use of Subleased Premises by Sublessee.

13. **PAYMENT OF UTILITIES:** Sublessee shall contract for and pay all charges for sewerage, water, gas, electricity, and other public utilities used on the Subleased Premises, including all replacements of light bulbs, tubes, ballasts and starters. Sublessor may pay any delinquent bills incurred by Sublessee during the Sublease term which bills may create a lien on the Subleased Premises and shall upon demand be immediately reimbursed by Sublessee. Said payments shall be treated as additional rental even though the Sublease term may have expired.

14. **ASSIGNMENT AND SUBLETTING:** Neither this Sublease nor any interest herein may be assigned by Sublessee voluntarily or involuntarily, by operation of law, and neither all nor any part of the Subleased Premises shall be sublet by Sublessee without the written consent of Sublessor first had and obtained; however, Sublessor agrees not to withhold unreasonably its consent for Sublessee to sublet the Subleased Premises. Sublessor may withhold consent to sublease should the sublease rental be greater than contract rent. If Sublessor withholds such consent because of this condition, Sublessor must cancel this Sublease. In the event this Sublease or any interest herein is assigned or the Subleased Premises or any part thereof is sublet, whether with or without Sublessor's consent, Sublessee shall remain fully liable under all terms, covenants, and conditions of this Sublease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or Sublessee.

15. **INSURANCE:**

A. Sublessor agrees to keep the Subleased Premises fully insured (replacement cost) against all perils covered under a normal fire and extended coverage insurance policy including loss of rents; however, Sublessee shall, upon demand, reimburse Sublessor for the cost of the premium for such insurance policy. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date which Sublessor notifies Sublessee in writing.

B. If the Subleased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Sublessor shall promptly repair all such damage and restore the Subleased Premises without expense to Sublessee, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Sublessor's control. If such damage or destruction shall render the Subleased Premises unSublesseeable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the Subleased Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. expenditure of fifty (50%) percent or more of the replacement cost) of the building or buildings on the Subleased Premises, Sublessor or Sublessee may elect to terminate this Sublease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction.

C. Sublessor and Sublessee hereby release each other from liability for loss or damage occurring on or to the Subleased Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

D. Sublessee agrees to indemnify and hold Sublessor harmless of and from any and all claims of any kind or nature arising from Sublessee's use of the Subleased Premises during the term hereof, and Sublessee hereby waives all claims against Sublessor for damage to goods wares or merchandise or for injury to persons in and upon the Subleased Premises from any cause whatsoever, except such as might result from the negligence of Sublessor or Sublessor's representatives or from failure of Sublessor to perform its obligation hereunder within a reasonable time after notice in writing by Sublessee requiring such performance by Sublessor.

Sublessee shall at all times during the term hereof keep in effect in responsible companies' liability insurance in the names of and for the benefit of Sublessee and Sublessor with minimum limits as follows:

Bodily Injury and Property Damage.....	\$1,000,000.00	per occurrence
	\$2,000,000.00	aggregate

E. Sublessee will not permit said Subleased Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. Sublessee will not keep, store, use or sell, or allow to be kept, stored, used or sold in or about the Subleased Premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to Subleased Premises of the same general type as those covered by this Sublease.

Such insurance may, at Sublessee's election, be carried under any general blanket coverage of Sublessee. Insurance required hereunder shall be in companies rated A or better in "Bests Insurance Guide" and shall name Sublessor as additional insured. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Sublessor. Sublessee shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Sublessor to any liability or obligation.

16. **ENVIRONMENTAL MATTERS:** As used herein, "Hazardous Substances and/or Hazardous Materials" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resources Federal Water Pollution Control, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.

As used herein, "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as herein defined) of Hazardous Substances and/or Hazardous Materials, (e) pollution (including and Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 7401 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule regulation, order or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances and/or Hazardous Materials.

Sublessee shall not cause or permit any Hazardous Substances and/or Hazardous Material to be used, stored, generated or disposed of on or in the Subleased Premises by Sublessee, Sublessee's agents, employees, contractors, or invitees. If the Subleased Premises become contaminated in any manner, Sublessee shall indemnify and hold harmless Sublessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Subleased Premises, damages due to loss or restriction of rentable or usable space, or any damages due that adversely impact the marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, reasonable consultant and expert fees) arising during the Lease Term or any renewal of this Sublease, and arising as a result of such contamination by Sublessee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site of any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Sublessee causes or permits the presence of any Hazardous Substances and/or Hazardous Materials on the Subleased Premises and such results in contamination, Sublessee shall promptly, at its sole expense, take any and all necessary actions to return the Subleased Premises to the condition existing prior to the presence of any such Hazardous Substances and/or Hazardous Materials on the Subleased Premises. Sublessee shall undertake no testing for Hazardous Substances and/or Hazardous Materials on the Subleased Premises or take any remedial actions without in each instance obtaining Sublessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Sublessor shall have access to the Subleased Premises in order to investigate and test with respect to any suspected release of Hazardous Substances and/or Hazardous Materials in contravention of this subparagraph, and to access the Subleased Premises as needed for any remedial action deemed necessary by Sublessor.

Sublessee shall not intentionally or unintentionally discharge, Release or emit, or permit to be discharged, Released or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Sublessor or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Subleased Premises or elsewhere.

Sublessee agrees that mold, mildew, fungi, bacteria and other biological microorganisms (hereinafter collectively "Mold") are found both inside and out and in certain circumstances can cause or contribute to health problems and/or damage to property. Sublessee further acknowledges that whether or not a particular location experiences the growth of Mold depends largely on the maintenance, use, upkeep and management of the building or unit and that special attention should be paid to kitchens, bathrooms, closets, break rooms, areas of high humidity, around building penetrations and along outside walls. Sublessee agrees that Sublessor and Sublessor's agents, employees, officers, directors and those hired by them shall not be liable or responsible, for any condition which exists in the environment or which is undisclosed to them or outside their control. Sublessee agrees the Sublessor nor Sublessor's agent and those listed above shall not be responsible or liable for damages (including but not limited to property damage, personal injury, emotional distress, loss of income, loss of use, loss of value, attorney fees, expert fees, costs, expenses and/or disbursements) caused by Mold or any other biological microorganism to Sublessee, its invitees, employees, or any other individual or entity or the personal property of Sublessee or the others referenced above which is caused, among other things, in whole or in part by Sublessee's failure to properly maintain, clean, repair, and/or inspect the Subleased Premises, Sublessee's failure to carry out its obligations and duties under the Sublease or to notify the Sublessor or Sublessor's agent in writing of the existence of unacceptable levels of Mold or other biological microorganisms and the need to remediate or repair the conditions. The above notwithstanding, the rights and obligations of the parties to repair, maintain, or otherwise protect the Subleased Premises are set forth elsewhere herein and nothing in this provision is designed to alter the respective responsibilities of the parties. Sublessee expressly waives the implied warranty of habitability, the implied warranty of fitness for a particular purpose and any other claim or demand based on representations or warranties as to the existence or nonexistence of Mold in a particular building or unit. Sublessee acknowledges the Sublessor and Sublessor's agent are, except as is set forth in writing, unaware of the presence of Mold in the Demises Premises or building as of the date hereof and Sublessee agrees to properly notify Sublessor or Sublessor's agent should it become aware of the existence of such conditions. The provisions of this paragraph shall survive the termination of this Sublease by whatever means.

Sublessee shall further:

- A. maintain the Subleased Premises in compliance in all material respects with any applicable Environmental Law and be responsible for making any notification or report concerning the Subleased Premises to a governmental authority required to be made by any applicable Environmental Law;
- B. obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Subleased Premises;
- C. expeditiously cure, to the reasonable satisfaction of Sublessor, any material violation of applicable Environmental Laws at the Subleased Premises, at its own expense, to the extent such violation is attributable to events or conditions which arose on or after the delivery date of the Subleased Premises by Sublessor to Sublessee;
- D. conduct expeditiously to the reasonable satisfaction of Sublessor and in accordance with any applicable Environmental Law any action necessary to remove, remediate, clean up, or abate any material Release, threatened Release, or disposal of a Hazardous Material at Sublessee's expense to the extent such response action is attributable to events or conditions which arose on or after the delivery date of the Subleased Premises by Sublessor to Sublessee;
- E. allow Sublessor or its representatives from time to time at Sublessor's reasonable discretion and expense to inspect the Subleased Premises and conduct an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Subleased Premises;
- F. promptly provide or otherwise make available to Sublessor any reasonably requested environmental records concerning the Subleased Premises which Sublessee possesses or can reasonably obtain;
- G. remove from the Subleased Premises at its expense, by the termination date any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, dispose, or handle any Hazardous Material used by Sublessee or in the course of Sublessee's business, including, without limitation, any underground storage tank;

Sublessee shall indemnify, hold harmless, and hereby waives any claim for contribution against Sublessor or Sublessor's property manager for any damages to the extent they arise from:

- A. Events or conditions which existed on or after the Commencement Date of the Lease and relate to:
- (i) any Release, threatened Release, or disposal of any Hazardous Material at or about the Subleased Premises ;
  - (ii) the operation or violation of any Environmental Law at or about the Subleased Premises; or
  - (iii) any environmental claim in connection with the Subleased Premises; or.

B. The inaccuracy or breach of any representation or warranty by Sublessee in this section of this Sublease.

C. This indemnification and waiver shall be binding upon successors and assigns of Sublessee and to the benefit of Sublessor, their directors, officers, employees and agents, and their successors and assigns and shall survive the termination of this Sublease.

Sublessee's obligations hereunder shall survive the expiration or earlier termination of this Sublease.

17. **SURRENDER OF SUBLEASED PREMISES:** Sublessee agrees to deliver all keys to Sublessor and to surrender the Subleased Premises at the expiration, or sooner termination, of this Sublease, or any extension thereof, broom-clean in the same condition as when said Subleased Premises were delivered to Sublessee, or as altered, pursuant to the provisions of this Sublease, ordinary wear, tear and damage by the elements excepted, and Sublessee shall remove all of its property. Sublessee agrees to pay a reasonable cleaning charge should it be necessary for Sublessor to restore or cause to be restored the Subleased Premises to the same condition as when said Subleased Premises were delivered to Sublessee.

18. **HOLDOVER:** Should Sublessee remain in possession of the Subleased Premises or any part thereof after the expiration of the term of this Sublease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Sublessee shall pay as monthly rental two (2) times the monthly rental assessed during the last month of the term of this Agreement. Sublessee agrees to give Sublessor thirty (30) days prior written notice of Sublessee's intent to vacate the Subleased Premises. Sublessor may terminate the month to month tenancy by providing Sublessee thirty (30) days prior written notice.

19. **QUIET ENJOYMENT:** If and so long as Sublessee pays the rents reserved by this Sublease and performs and observes all the covenants and provisions hereof, Sublessee shall quietly enjoy the Subleased Premises, subject however, to the terms of this Sublease, and Sublessor will warrant and defend Sublessee in the enjoyment and peaceful possession of the Subleased Premises throughout the term of this Sublease.

20. **WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Sublease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

21. **DEFAULT BY SUBLESSEE:** This Sublease is made upon the condition that the Sublessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, insurance, or any other sums required to be paid by Sublessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefore, or (b) there be any default on the part of Sublessee in the observance or performance of any of the other covenants, agreements, or conditions of this Sublease on the part of Sublessee to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Sublessor to Sublessee (unless such default cannot reasonably be cured within fifteen (15) days and Sublessee shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Sublessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Sublessee or of all or any substantial part of its properties or of the Subleased Premises shall be appointed in any action, suit or proceeding by or against Sublessee and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Sublessee shall admit in writing its inability to pay its obligations generally as they become due, or (g) Sublessee shall vacate or abandon the Subleased Premises, then and in any of said cases, Sublessor at its option may terminate this Sublease and re-enter upon the Subleased Premises and take possession thereof with full right to sue for and collect all sums or

amounts with respect to which Sublessee may then be in default and accrued up to the time of such entry, including damages to Sublessor by reason of any breach or default on the part of Sublessee, or Sublessor may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Subleased Premises or voiding this Sublease.

In addition to, but not in limitation of, any of the remedies set forth in this Sublease or given to Sublessor by law or in equity, Sublessor shall also have the right and option, in the event of any default by Sublessee under this Sublease and the continuance of such default after the period of notice above provided, to retake possession of the Subleased Premises from Sublessee without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Sublessor in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Subleased Premises, shall not be construed as an election to terminate this Sublease unless Sublessor expressly exercises its option hereinabove provided to declare deemed to have absolved or discharged Sublessee from any of its obligations and liabilities for the remainder of the term of this Sublease, and Sublessee shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other amounts of such deficits from time to time as ascertained and, in the event of any such ouster, Sublessor rents or subleases the Subleased Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new Sublease co-extensive with the term created hereunder which is less than the rent and other charges which Sublessee would pay hereunder for such period, Sublessor may immediately upon the making of such new Sublease of the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new Sublease for the portion of the term co-extensive with the term created hereunder and the rent which Sublessee would pay hereunder for such period, together with any expense to which Sublessor may be put for brokerage commission, placing the Subleased Premises in Sublesseeable condition or otherwise. If such new Sublease or tenancy is made for shorter term than the balance of the term of this Sublease, any such action brought by Sublessor to collect the deficit for that period shall not bar Sublessor from thereafter suing for any loss during the balance of the unexpired term of this Sublease.

If Sublessee at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Sublease to be made or performed by it, Sublessor, without waiving or releasing Sublessee from any obligation or default under this Sublease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Sublessee. All sums so paid by Sublessor and all costs and expenses so incurred shall accrue interest at the rate of 18% per annum or the highest rate permitted by law, whatever is less, from the date of payment or incurring thereof by Sublessor and shall constitute additional rent payable by Sublessee under this Sublease and shall be paid by Sublessee to Sublessor upon demand.

All rights and remedies of Sublessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Sublessee agrees to pay reasonable attorney's fee and all costs if Sublessor, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Sublease agreement or to enforce any covenants, agreements, or conditions on the part of the Sublessee to be kept and performed; and Sublessee expressly waives all exemptions secured to the Sublessee under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured.

**22. DEFAULT IN RENT, INSOLVENCY OF SUBLESSEE:** If Sublessee shall make default in the payment of the rent reserved hereunder, or any part hereof, or in making any other payment herein provided for, and any such default shall continue for a period of fifteen (15) days, after written notice to Sublessee, or if the Subleased Premises or any part thereof shall be abandoned or vacated or if Sublessee shall be dismissed therefrom by or under any authority other than Sublessor, or if Sublessee shall file a voluntary petition in bankruptcy or if Sublessee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Sublessee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Sublessee or the Subleased Premises or if any proceedings shall be commenced for the reorganization of Sublessee or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Sublessee shall admit in writing its inability to pay its obligations generally as they become due, then Sublessor may, at its option, terminate this Sublease, without notice, and Sublessor or Sublessor's agents and servants may immediately, or at any time thereafter, re-enter the Subleased Premises by force, summary proceedings and otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Sublessee hereby expressly waives the service of any notice in writing of intention to re-enter said Subleased Premises. Sublessor may, in addition to any other remedy provided by law or permitted herein, at its option re-let said Subleased Premises on behalf of Sublessee, applying any moneys collected first to the payment of expenses of resuming or obtaining permission, and second to the payment of costs of placing the Subleased Premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Sublessor. Any surplus remaining



thereafter shall be paid to Sublessee and Sublessee shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Sublessor.

23. **ENFORCEMENT:** In the event either party shall enforce the terms of this Sublease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including reasonable attorney's fee.

24. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Sublease to perform any obligation hereunder, and any delay in performing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained within this Sublease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise herein provided.

26. **LIENS:** Sublessee will not permit any lien for moneys owing by Sublessee to remain against the Subleased Premises for a period of more than thirty (30) days following discovery of the same by Sublessee; provided, however, that nothing herein contained shall prevent Sublessee, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Sublessee's operation of the Subleased Premises or costs of improvements by Sublessee on the said Subleased Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Sublessee, Sublessor may at Sublessor's option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Subleased Premises which Sublessee is obligated hereunder to pay and which may or might become a lien on said Subleased Premises. Sublessee agrees to repay any sums so paid by Sublessor upon demand therefor, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

27. **CONSTRUCTION OF SUBLEASE:** The word "Sublessor" as used herein shall refer to the individual, individuals, partnership or corporation called "Sublessor" at the commencement of this Sublease, and the word "Sublessee" shall likewise refer to the individual, individuals, partnership, or corporation called "Sublessee". Words of any gender used in this Sublease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

28. **PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

29. **COMMISSIONS:** Sublessor acknowledges the service of Colliers International South Carolina, Inc. as Real Estate Broker in this transaction and in consideration of the effort of said broker in obtaining Sublessee herein, does hereby agree to pay said broker for services rendered, commissions on the rental of the Subleased Premises in accordance with their separate agreement.

30. **SECURITY:** As security for the faithful performance by Sublessee of all of the terms and conditions of this Sublease on Sublessee's part to be performed, Sublessee has deposited with Sublessor the sum of Four Thousand, Thirteen and 97/100 Dollars (\$4,013.97). Such amount shall be returned to Sublessee, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Sublessee has fully and faithfully carried out all of the terms, covenants, and conditions of this Sublease on its part to be performed. Sublessor shall have the right to apply any part of said deposit to cure any default of Sublessee, including but not limited to damages and payment of rent. The application of the deposit shall be at the sole discretion of Sublessor. It is expressly understood that this remedy is in addition to all other remedies vested in Sublessor.

31. **NOTICES:** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

To the Sublessor

at the following address:

Lindau Chemicals, Inc.  
731 Rosewood Dr  
Columbia, SC 29201  
Attn: Bill Cranford

With copy to:

Colliers International South Carolina, Inc.  
Attn: Leasing Division  
POB 11610  
Columbia, SC 29211-1610

To the Sublessee  
at the following address:

Richland County, South Carolina  
1431 Assembly St  
Columbia, SC 29201  
Attn: Steve Sullivan

With copy to:

Colliers International South Carolina, Inc.  
Attn: Leasing Division  
POB 11610  
Columbia, SC 29211-1610

32. **EXECUTION OF AGREEMENT:** The submission of this document for examination does not constitute an option or offer to sublease space at the Property. This document shall have no binding effect on the parties unless executed by the Sublessor and the Sublessee and a fully executed copy is delivered to the Sublessee.

33. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provisions of the Sublease, the following shall control:

- A. So long as Sublessee is not in default of this Sublease, Sublessee shall have a one-time option to renew this Sublease for a period of twenty-four (24) months by providing Sublessor with not less than ninety (90) days written notice prior to this Sublease termination date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the 23<sup>rd</sup> day of April 2015.

WITNESS:

\_\_\_\_\_

SUBLESSOR: Lindau Chemicals, Inc.

BY:

*L.W. Cull*

ITS:

DATE:

April 23, 2015

WITNESS:

\_\_\_\_\_

SUBLESSEE: RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County

BY:

ITS:

DATE:

\_\_\_\_\_

BY:

ITS:

DATE:

1301 Gervais Street  
Suite 600  
Columbia, SC 29201  
www.colliers.com

MAIN +1 803 254 2300  
FAX +1 803 252 4032



## INFORMATION & DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (Sublease)

An agency relationship arises whenever two persons agree that one is to act on behalf of the other and in accordance with the other's directions. The creation of an agency relationship imposes certain legal duties on the Agent. They are the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting in dealings with the client.

Before a Sublessor or a Sublessee enters into a discussion with a real estate Agent regarding a real property transaction, the Sublessor and the Sublessee should each understand what type of agency relationship or representation the Sublessor and/or the Sublessee may have with each Agent in that transaction.

**IF THE AGENT REPRESENTS THE SUBLESSOR:** The Agent becomes the Sublessor's Agent by entering into a listing agreement with the Sublessor or by agreeing to act as a Subagent through a listing Agent. A Subagent may work for a different real estate company. A listing Agent or Subagent can assist the Sublessee but does not represent the Sublessee. A listing Agent or Subagent must place the interests of the Sublessor first. The Sublessee should not tell a listing Agent or Subagent anything the Sublessee would not want the Sublessor to know, because a listing Agent or Subagent must disclose to the Sublessor any information he or she knows. It is an Agent's duty to disclose to all parties all facts known to the Agent which materially affect the value or desirability of the property, and which are not known to or apparent with diligent attention and observation of the parties.

**IF THE AGENT REPRESENTS THE SUBLESSEE:** The Agent typically becomes the Sublessee's Agent by entering into an agreement to represent the Sublessee. A Sublessee's Agent can assist the Sublessor but does not represent the Sublessor. A Sublessee's Agent must place the interests of the Sublessee first. The Sublessor should not tell a Sublessee's Agent anything of a personal or confidential nature that the Sublessor would not want the Sublessee to know, because a Sublessee's Agent must disclose to the Sublessee any information he or she knows. It is an Agent's duty to disclose to all parties all facts known to the Agent which materially affect the value or desirability of the property, and which are not known to or apparent with diligent attention and observation of the parties.

**IF THE AGENT REPRESENTS BOTH THE SUBLESSOR AND THE SUBLESSEE AT THE SAME TIME:** An Agent may not act as an Agent for more than one party to a transaction without the disclosed and informed consent of both the Sublessor and the Sublessee. The Agent is required to treat both the Sublessor and the Sublessee honestly and impartially so as not to favor one party or work to the disadvantage of any party. Unless written permission from the Sublessor or the Sublessee, whichever is appropriate, is obtained, the Agent is prohibited from disclosing: (a) that the Sublessor will accept a price less than the asking price; (b) that the Sublessee will pay a price greater than the price submitted in a written offer; (c) any confidential information; or (d) any other information a party specifically instructs the Agent in writing not to disclose, unless disclosure is required by law. Therefore, the Agent's duties are more limited if he or she represents both parties. There are potential conflicts of interest when an Agent represents more than one party. The Agent is obligated to inform each party of all facts the Agent knows which would affect the party's decision to permit the Agent to represent both the Sublessor and the Sublessee.

You have the right to choose the type of representation you wish to receive. Payment of a fee to an Agent does not necessarily establish that the Agent represents you. If you have any questions regarding the duties and responsibilities of the Agent, you should resolve these questions before going further. Regardless of the agency relationships which may be established, you have the responsibility to protect your own interests. Once you have read and discussed this information with the Agent, please acknowledge your receipt of a copy of this form. It is the policy of Colliers International South Carolina, Inc., as Agent to provide this form to you and to disclose below whom the Agent represents.

The above duties of the Agent in a real estate transaction do not relieve a Sublessor or a Sublessee from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of Agents assisting in the transaction. You should read its contents each time it is presented to you, considering the relationship between you and the real estate Agent in your specific transaction.

DISCLOSURE OF AGENCY

Item# 7

Agent named below represents:  Sublessor \_\_\_\_\_  Sublessee \_\_\_\_\_  Sublessor and Sublessee \_\_\_\_\_

**COLLIERS INTERNATIONAL  
SOUTH CAROLINA, INC.** By: \_\_\_\_\_ Date: \_\_\_\_\_

Brokerage Company Name (Agent) Sam Myers

**ACKNOWLEDGMENT OF RECEIPT OF AGENCY DISCLOSURE FORM:** I acknowledge I have received a copy of this form. I understand that agreements I may sign may affect or change the agency relationships and that the Agent may represent both Sublessor and Sublessee only with the full knowledge and written consent of all parties.

Sublessor: Lindae Chemicals, Inc.

Sublessee: RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County

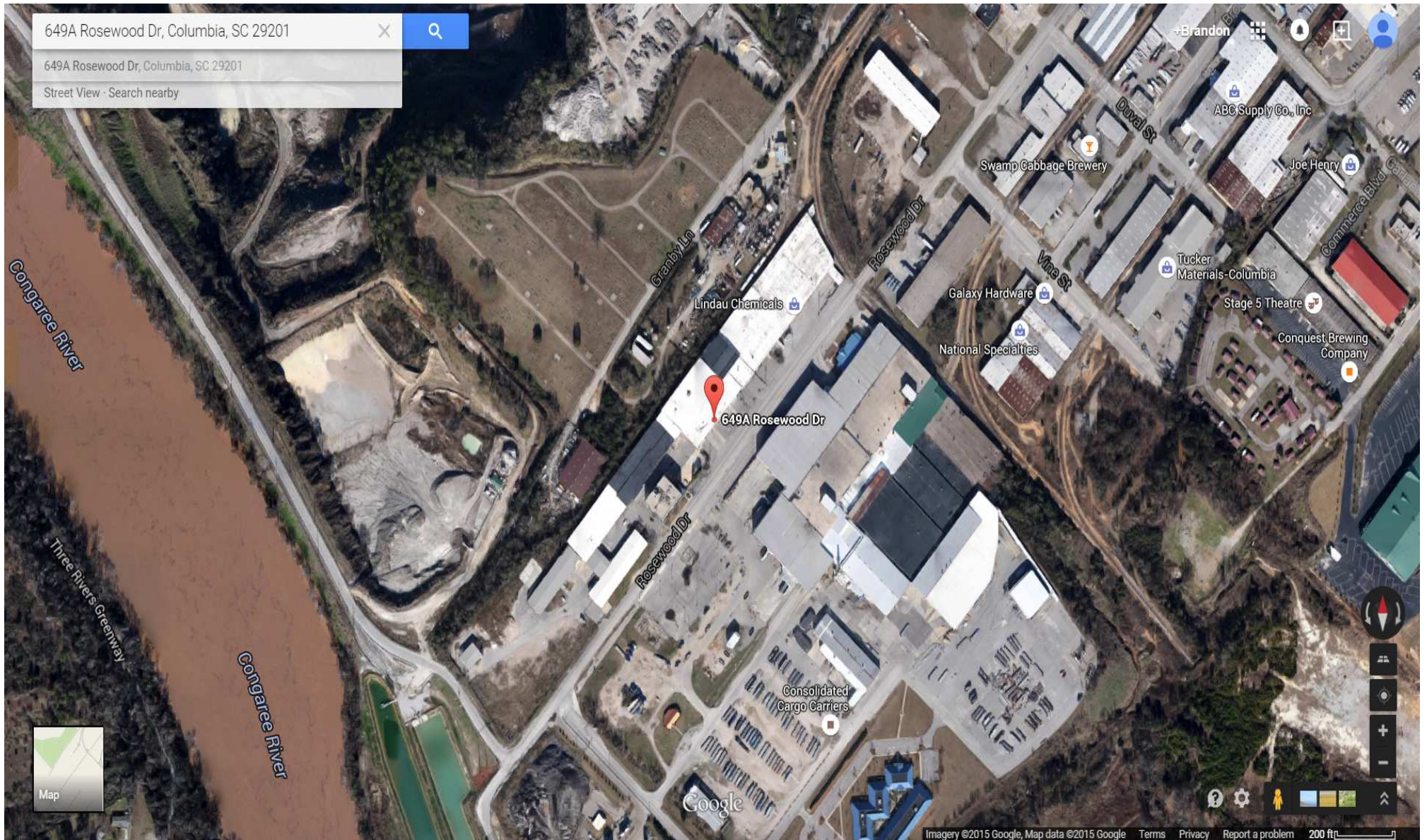


4-23-15

Date

Date

Agents must conduct transactions without regard to race, color, sex, religion, handicap, familial status, or national origin.



Item# 7

Attachment number 1  
Page 18 of 18

# Richland County Council Request of Action

**Subject**

Approval of Sponsorship/Donation Payments [PAGES 54-57]

**Reviews**

# Richland County Council Request of Action

**Subject:** Approval of Sponsorship/Donation Payments

**A. Purpose**

County Council is being requested approve several sponsorship/donation payments made between September 2014 and December 2014 to be in compliance with the “South Carolina Transparency – Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies.

**B. Background / Discussion**

As adopted in the FY14-15 budget for the State of South Carolina, budget proviso 110.6, “South Carolina Transparency – Political Subdivision Appropriation of Funds”, is as follows:

- (A) “A political subdivision receiving aid from the Local Government Fund may not:
  - (1) Appropriate money to any entity unless that appropriation appears as a separate and distinct line item in the political subdivision’s budget or in an amendment to the political subdivision’s budget; or
  - (2) Except in cases of emergency or unforeseen circumstances, donate funds to a nonprofit organization unless the amounts donated are appropriated on a separate and distinct line item in the political subdivision’s budget or an amendment to the political subdivision’s budget that includes the names of the entities to which the donations are being made. In the case of an emergency or unforeseen circumstances, a political subdivision may donate funds to a nonprofit organization if the amount and purpose of the proposed donation and the nature of the emergency or unforeseen circumstances necessitating the donation are announced in open session at a public meeting held by the governing body of the political subdivision and the funds are not delivered to the organization for five days following the announced intent to make the donation.
  - (3) A political subdivision receiving aid from the Local Government Fund may not appropriate money to any entity without the requirement that the entity provides at the end of the fiscal year a detailed description of the purposes for which the money was used.”

The Richland County Policy for “Individual Recommended Agency Funding” is as follows:

“In addition to any other policies adopted by Council relative to individual discretionary funds, I move designate up to \$\_\_\_\_\_ in Council individual discretionary accounts to be used to provide funding or support for the public purposes of any agency that would otherwise qualify for hospitality tax, accommodations tax, general fund or funding from any other source over which the County governing body can appropriate money for the public purposes of charitable, not-for-profit or other agencies that may receive public funds.

As public purpose events and activities of these agencies arise throughout the year, at the time of this motion those events or activities may not be fully known. Therefore, where possible Council members shall notify the full Council of their intent to fund or recommend funding from these discretionary sources with 1) the agency name, 2) the public purpose(s) and 3) the

dollar amount to be provided so Council may approve, deny or otherwise dispose of the request prior to the expenditure.

In cases where prior notice of the expenditure may not be given, the Council member providing the discretionary funding shall as soon after the expenditure as is practical notify the full Council of 1) the agency name, 2) the public purpose(s) and 3) the dollar amount thereof so that Council may approve, ratify, deny or otherwise dispose of the expenditure.

The designation of the use of these funds is an “up to” amount of Council’s individual discretionary fund accounts shall be made annually during the budget process and shall be included in the budget ordinance in years going forward from the adoption of this policy. The approval, denial or other disposition of specific expenditures made pursuant to this policy shall be given by Council during one vote at a regular or special called meeting of Council, the funds dedicated to the purpose of agency funding from this source having been appropriated during the budget process.”

**C. Legislative / Chronological History**

- June 2014 - State of South Carolina adopted budget proviso 110.6 for the FY14 – 15 budget.

**D. Financial Impact**

There were several sponsorship/donation payments made, that required Council’s approval, based on the policies above. Those payments, totaling \$1,690.00, are as follows:

District #2

A payment was made to PYATT Ventures on 11/3/14 for \$40.00

District #3

A payment was made to Newcastle Concerned Citizens, Inc. on 11/24/14 for \$150.00

District #10

A payment was made to Eastover-Lower Richland on 10/8/14 for \$250.00

A payment was made to Zion Pilgrim Baptist Church on 9/17/14 for \$175.00

A payment was made to Jack and Jill SC Chapter on 11/19/14 for \$75.00

District #11

A payment was made to St. John Foundation on 9/5/14 for \$500.00

A payment was made to Della McCullough on 9/5/14 for \$500.00

**E. Alternatives**

1. Approve the sponsorship/donation payments made between September 2014 and December 2014 to be in compliance with the “South Carolina Transparency – Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies.
2. Do not approve the sponsorship/donation payments made between September 2014 and December 2014. If this alternative is selected, then the County will be noncompliant with



the “South Carolina Transparency – Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies.

**F. Recommendation**

It is recommended that Council approve the sponsorship/donation payments that were made, in order to be compliant with South Carolina and Richland County policies.

Recommended by: Daniel Driggers

Department: Finance

Date: 3/16/15

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 3/23/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is a policy decision of Council whether to vote on the above payments in accordance with the “Individual Recommended Agency Funding” policy. I would also recommend that Council consult its policy on Individual Expense Accounts (Discretionary Funds) to determine if the expenses are appropriate for such funds.

**Administration**

Reviewed by: Tony McDonald

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approval of this item is consistent with the South Carolina Transparency–Political Subdivision Appropriation of Funds Act.

# Items Pending Analysis

## **Subject**

Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data

## **Reviews**

## **Notes**

On May 5, 2015, a motion was made by the Honorable Seth Rose "to amend County Code section 2-261 – Geographic Information System, Item (d) 1-5 to eliminate the fees for GIS data."

At this time, staff is working to identify the potential impact of this request to the County. This item will appear on the July A&F Committee agenda for review and action.

# Items Pending Analysis

**Subject**

Reclassification and Promotion Handbook Revisions – One Year Review [**PAGES 59-63**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Reclassification and Promotion Handbook Revisions – One Year Review

**A. Purpose**

County Council is requested to accept the one-year review of the revisions to the County’s Employee Handbook policies on reclassifications and promotions as information, and to provide Staff with direction regarding the retention of the current policies.

**B. Background / Discussion**

At the March 18, 2014 Council meeting, Council approved revisions to the County’s Employee Handbook regarding reclassifications and promotions. Reclassification increases were revised to 10% - 20%, depending on the increase in pay grade, and promotion increases were revised 10% to 20%, depending on several factors – see the detail of the previous and current policies below. Additionally, Council directed that these changes be reviewed after one year. The attached spreadsheet provides a one-year review of the impact of these changes to the County.

**Reclassifications**

**Previous Policy:**

Reclassification – The reassignment of an existing position from one classification to another based on job content such as duty, kind of work, level of difficulty, required skill and education, and accountability for work being performed. Reclassification may result in an increased (if the employee is below the minimum of the new pay grade), decreased or maintained pay rate.

**Current Pay Increase Policy Effective 5/1/14:**

Reclassification - The major objective of the reclassification process is to place jobs in an appropriate grade/salary range that reflect both the job’s market value and a proper internal relationship to other jobs at Richland County.

Increase in Pay Grade	Percentage Increase
1-2	10%
3-4	15%
5 or more	20%

**Promotions**

**Previous Policy:**

Promotion – The movement of an employee from one position to a different position with increased duties and responsibilities and/or a higher pay grade. Promotions generally result in an increase in an employee’s pay. Promotion increases can range from 5% to 15% depending on several factors.

**Current Policy Effective 5/1/14:**

Promotion – The movement of an employee from one position to a different position with increased duties and responsibilities and/or a higher pay grade. Promotions generally result in

an increase in an employee's pay. Promotion increases can range from 10% to 20% depending on several factors.

**C. Legislative / Chronological History**

Below are the dates of the approval of previous and current policies;

- Previous policy approved in 2009 with the Employee Handbook
- Revised policies approved in 2014

**D. Financial Impact**

There is a difference in the cost of the current vs. previous policy which is illustrated in the attachment. However, there is no proposal from Staff to change the current policy. Therefore, there is no financial impact relating to this ROA.

**E. Alternatives**

1. Accept the one-year review of the revisions to the County's Employee Handbook policies on reclassifications and promotions as information, and retain the handbook changes.
2. Accept the one-year review of the revisions to the County's Employee Handbook policies on reclassifications and promotions as information, and modify the handbook changes.

**F. Recommendation**

As stated above, Staff is not making a recommendation. Staff is providing information per request of Council.

Prepared by: T. Dwight Hanna  
Department: Human Resources  
Date: June 9, 2015

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Roxanne Ancheta

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Cost of Promotions for Calendar Year 2014**

	Data	
Department	Cost Change under new policy	Cost Change under old policy
ASSESSOR	\$ 18,526.95	\$ 13,839.85
BUILDING INSPECTION	\$ 6,054.75	\$ 6,893.09
CLERK OF COURT	\$ 7,827.30	\$ 23,316.89
COURT ADMINISTRATION	\$ 5,200.65	\$ 4,585.25
FINANCE	\$ 43,891.48	\$ 22,389.57
INFORMATION TECHNOLOGY	\$ 11,960.00	\$ 2,652.00
LEGAL	\$ 9,104.55	\$ 1,673.49
PLANNING	\$ 21,241.98	\$ 6,050.53
PROBATE COURT	\$ 2,802.15	\$ 4,375.78
PUBLIC WORKS	\$ 45,695.68	\$ 35,030.43
SUPPORTIVE SERVICES	\$ 7,805.85	\$ 9,069.43
UTILITIES	\$ 11,920.35	\$ 9,231.22
<b>Grand Total</b>	<b>\$ 192,031.69</b>	<b>\$ 139,107.53</b>

Department	Cost Change under new policy	Cost Change under old policy
DETENTION CENTER	\$ 20,037.55	\$ 23,531.60
EMERGENCY MEDICAL SERVICES	\$ 36,648.30	\$ 44,864.05
SHERIFF	\$ 165,324.25	\$ 224,005.60
<b>Grand Total</b>	<b>\$ 222,010.10</b>	<b>\$ 292,401.25</b>
*Note that these departments have their own pay plan that does not follow the County Guideline of Promotions (5 to 15%)		

**Cost of Reclassifications for Calendar Year 2014**

Department	Data	
	Cost Difference under new policy	Cost Difference under old policy
ADMINISTRATION	\$ 21,415.53	\$ -
EMERGENCY MEDICAL SERVICES*	\$ 36,192.00	\$ 36,192.00
LEGAL	\$ 58,992.03	\$ 17,013.66
PLANNING	\$ 10,395.95	\$ -
PUBLIC WORKS*	\$ 3,853.20	\$ 3,853.20
SHERIFF	\$ 908.31	\$ -
SOLICITOR	\$ 23,725.77	\$ -
SOLID WASTE	\$ 8,026.20	\$ 4,309.85
TREASURER	\$ 9,696.91	\$ 2,693.30
<b>Grand Total</b>	<b>\$ 173,205.90</b>	<b>\$ 64,063.17</b>
*EMS has a pay plan that is used. Public Works reclassified to the minimum for this position (Equipment Operator III)		