



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

Greg Pearce	Norman Jackson	Damon Jeter (Chair)	Joyce Dickerson	Paul Livingston
District 6	District 11	District 3	District 2	District 4

**MARCH 27, 2012  
6:00 PM**

**2020 Hampton Street**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. Regular Session: February 28, 2012 (pages 5-7)

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. Approval to Exercise the Second Year of a Contract with Palmetto Posting, Inc. (pages 9-22)
3. Authorization to increase the Iron Mountain purchase order over \$100,000 (pages 24-25)

4. Bond Issuance-Capital Projects List (pages 27-30)
5. Council Expenditure Accounts (Malinowski) (pages 32-33)
6. Council Expenditure Accounts (Manning) (pages 35-37)
7. Crane Creek-Catalyst 5 Pedestrian Park - Parcel Acquisition (pages 39-74)
8. Decker Center Remodeling (pages 76-78)
9. Emergency Back-up Generator Replacement at Four Fire Stations (pages 80-82)
10. Hopkins Utility System Budget Amendment (pages 84-86)
11. Policy for Reduced or Eliminated Grants (pages 88-91)
12. Richland County CASA Funding Agreement with SC Department of Social Services (SCDSS) (pages 93-121)
13. South Carolina State Employees Association (SCSEA) (pages 123-139)
14. Municipal Elections Reimbursement IGA (pages 141-147)

**ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

15. Items Pending Analysis: No Action Required
  - a. Based on the new sewer being planned for the lower Richland County area and the possibility of assistance being provided to Low/Middle income households (LMIH) I move that staff create an ordinance that sets forth criteria for qualifications to receive assistance and that it will apply equally to all LMIH throughout Richland County (Malinowski, November 2010)

**ADJOURNMENT**



# Richland County Council Request of Action

**Subject**

Regular Session: February 28,2012 (pages 5-7)

**Reviews**

# MINUTES OF



## RICHLAND COUNTY COUNCIL ADMINISTRATION AND FINANCE COMMITTEE TUESDAY, FEBRUARY 28, 2012 6:00 P.M.

*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.*

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### MEMBERS PRESENT

Chair: L. Gregory Pearce, Jr.  
Member: Joyce Dickerson  
Member: Norman Jackson  
Member: Damon Jeter  
Member: Paul Livingston

**ALSO PRESENT:** Kelvin E. Washington, Sr., Bill Malinowski, Valerie Hutchinson, Jim Manning, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Daniel Driggers, Pam Davis, Amelia Linder, Melinda Edwards, Valeria Jackson, Michael Byrd, Brad Farrar, Lillian McBride, Andy Metts, Tamara King, Rodolfo Callwood, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting started at approximately 6:02 p.m.

### ELECTION OF CHAIR

Mr. Livingston moved, seconded by Mr. Pearce, to nominate Mr. Jeter for the position of A&F Committee Chair. The vote in favor was unanimous.

### APPROVAL OF MINUTES

**January 24, 2012 (Regular Session)** – Mr. Livingston moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

## ADOPTION OF AGENDA

Mr. Livingston moved, seconded by Mr. Pearce, to amend the agenda to include the following item: "Former Farmers' Market Property-County Farmers' Market or SE Sports Complex and to adopt the agenda as amended. The vote in favor was unanimous.

## ITEMS FOR ACTION

**Albene Park Water Distribution System Principal Forgiveness Loan** – Mr. Jackson moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation that Council approve the acceptance of the SRF principal forgiveness loan of \$304,025 and authorize Administration to complete the appropriate loan documents and increase the Joel E. Wood & Associates contract by \$25,200 once the loan documents are completed. The vote in favor was unanimous.

**Bond Ordinance for approximately \$35,000,000 for Capital Projects** – Ms. Dickerson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation that Council approve the requested bond ordinance and associated projects. The vote in favor was unanimous.

**Budget Amendment to Elections and Voter Registration** – Mr. Jackson moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation that Council approve the request for a budget amendment to cover the personnel expense from the Republican Presidential Primary. This will help the office be clear of any deficits that may occur in the FY 12 budget. The vote in favor was unanimous with Mr. Jeter abstaining.

**Council Expenditure Accounts (Mr. Malinowski motion)** – Mr. Pearce moved, seconded by Ms. Dickerson, to defer this item until the March Committee meeting. The vote in favor was unanimous.

**Council Expenditure Accounts (Mr. Manning motion)** – Mr. Pearce moved, seconded by Ms. Dickerson, to defer this item until the March Committee meeting. The vote in favor was unanimous.

**EMS Ambulance Purchase** – Mr. Livingston moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation that Council approve the sole source purchase to Taylor Made Ambulance Company to remount ten ambulance vehicles for \$769,270. The vote in favor was unanimous.

**HMIS Grant Transfer** – Mr. Jackson moved, seconded by Mr. Livingston, to forward this item to Council with a recommendation that Council approve the request to approve the HMIS grant transference from Richland County to United Way. The vote in favor was unanimous.

**Home Detention/Electronic Monitoring Program** – Mr. Jackson moved, seconded by Mr. Livingston, to forward this item to Council with a recommendation that Council approve the request and allow the ASGDC to solicit for the services of a home detention/electronic monitoring company. The vote in favor was unanimous.

**Issuance of General Obligation Bonds by Riverbanks Zoo** – Mr. Pearce moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation that Council adopt the County Resolution calling for the Public Hearing to be held upon the question of the issuance of the Bonds, and that County Council approve the associated County Ordinance as presented. The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce recognized that City Councilman Brian Newman was in the audience.

**Lower Richland Master Plan Area Change** – Mr. Livingston moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation that Council approve the request to change the planning area for the Lower Richland Master Plan. The vote in favor was unanimous.

**Monticello Road Streetscape Project-Parcel Acquisition** – Mr. Livingston moved, seconded by Mr. Jackson, to forward this item to Council with a recommendation that Council approve the acquisition of identified properties for public use for the construction of a sidewalk and pocket park as part of the Monticello Road Streetscape Project, found in the Ridgewood Master Plan. The vote in favor was unanimous.

**Proposed Property Tax Reduction for Senior Citizens** – Mr. Pearce moved, seconded by Mr. Livingston, to forward this item to Council with a recommendation to table. The vote in favor was unanimous.

**South Carolina State Employees Association** – Mr. Jackson moved, seconded by Ms. Dickerson, to defer this item to the March Committee meeting. The vote in favor was unanimous.

**Former Farmers' Market Property-County Farmers' Market or SE Sports Complex** – Mr. Jackson moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation to table. The vote in favor was unanimous.

## ADJOURNMENT

The meeting adjourned at approximately 6:52 p.m.

Submitted by,

Damon Jeter, Chair

The minutes were transcribed by Michelle M. Onley

Item# 1

# Richland County Council Request of Action

**Subject**

Approval to Exercise the Second Year of a Contract with Palmetto Posting, Inc. (pages 9-22)

**Reviews**



## Richland County Council Request of Action

**Subject:** Approval to Exercise the Second Year of a Contract with Palmetto Posting, Inc.

### **A. Purpose**

*The Treasurer/Tax Collector requests County Council to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year's contract. There are no changes to the existing contract from 2011. The purpose of the contract with Palmetto Posting, Inc. is for the posting of property, per state law, in Richland County on which delinquent ad valorem property taxes are due. County Council is requested to approve an expenditure of \$20.00 per property posting. Total charges for postings of Richland County Properties are estimated to result in an expenditure of funds over \$100,000.*

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

*Palmetto Posting, Inc. provided property posting services in a timely, efficient and cost effective manner for the prior tax year. Palmetto Posting, Inc. possesses the unique and singularly available capacity to meet the County's requirements for posting of delinquent properties for this tax year according to statute.*

### **C. Financial Impact**

*There is no financial impact to the County's General Fund. All monies expended for the posting of properties come from the Tax Sale Account, 1735, a revenue fund that can only be used for services and notices related to delinquent property taxes.*

*It is anticipated that the financial impact of this request will be no more than \$144,000.00 to account 1735. This amount has been requested as part of the County Treasurer's authorized budget for Fiscal Year 12-13.*

### **D. Alternatives**

*1. Approve the request of the Treasurer/Tax Collector to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year's contract, at rate and cost estimates provided, for the purpose of posting of property in Richland County on which delinquent ad valorem property taxes are due. This request will increase the speed and accuracy of the process for the county and our taxpayers, and will not impact the General Fund.*

*2. Do not approve.*

**E. Recommendation**

**It is recommended that Council exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year’s contract, as requested by the Treasurer/Tax Collector.**

**Recommended by:** David A. Adams      **Department:** Richland County Treasurer      **Date:** March 11, 2012

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers      Date: 3/12/12  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood      Date: 3/14/12  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth Mclean      Date: 3/14/12  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald      Date: 3/14/12  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation: This request calls for the renewal of an existing contract, and funds have been requested by the Treasurer in the FY 13 budget to fund the contract. The Tax Sale Account, from which the funds would come, is generated by revenues from delinquent tax sales, and these revenues, by law, can only be used to collect delinquent taxes. Recommend approval of the Treasurer’s request.



## JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

### Definitions that should be used when determining a True Sole Source Purchases

Sole Source Procurement is when only **ONE VENDOR/CONTRACTOR** possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular time. When the required equipment, supplies, construction, or services are available from only one source and no other type of property or services will satisfy the need. A **"True Sole Source"** product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason why specifications suitable for full and open competition could not be developed or meet your needs and **why** it is necessary and in the county best interest. The use of Sole Source addresses the source of a product or services not the item itself.

### The following examples describing circumstances which could necessitate "Sole Source" procurement:

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. **REQUIRING DEPARTMENT:** Treasurer's Office

NAME OF REQUESTOR: David A. Adams

TELEPHONE:803-576-2275

### 2. DESCRIPTION OF ACTION.

- a. State if procurement is: Non-Urgent Sole Source  Urgent Sole Source
- b. For sole source requests, provide the contractor name, point of contact, address and phone/fax numbers and e-mail address. If a sole source manufacturer distributes via Vendors, provide Vendors information here.

**Company:** Palmetto Posting

**Point of Contact:** Terry O'Brien

**Telephone #:** 864-585-8080

**Fax #:**

**Address:** 150 E. Henry Street, Suite 201 Spartanburg, SC 29306

3. **DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS.** Give a short description of the item or service required, the estimated cost, and required delivery date.

**Item:**

4. **EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.**

**For Sole Source Requirements:**

- (1) Explain why the item is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery.
  - (2) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work.
  - (3) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) design/drawing/specification requirements.
  - (4) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage. For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements.
  - (5) Provide Sole Source information requested above.
5. **PROPRIETARY INFORMATION:**
- a. If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block.

The equipment and software are proprietary to:

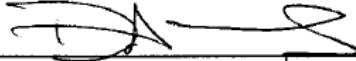
6. **DOCUMENTATION OF REVIEW OF SPECIFICATIONS FOR SPARE AND REPAIR PARTS.** If the procurement is for spare or repair parts, include a statement that the specifications have been reviewed and meet the minimum functional requirements of the government.

**CERTIFICATIONS**

*I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**REQUESTOR**

Name, Title and Signature:  
David A. Adams, Treasurer



Account Code  
1735-5265

Telephone  
803-576-2275

Date  
3/12/12

*I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**PROCUREMENT DIRECTOR**

Name and Signature

Date:

*I CERTIFY THAT THE REPRESENTATIONS UNDER MY COGNIZANCE ARE BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.*

**ADMINISTRATOR**

Name and Signature

Date:

Attachment for Sole Source Form

**3. Description**

The Treasurer/Tax Collector requests County Council to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year's contract. There are no changes to the existing contract from 2011. The purpose of the contract with Palmetto Posting, Inc. is for the purpose of posting of property, per state law, in Richland County on which delinquent ad valorem property taxes are due. County Council is requested to approve an expenditure of \$20.00 per property posting. Total charges for postings of Richland County Properties are estimated to result in an expenditure of funds over \$100,000.

**4. Explanation**

To perform the duties required by State Law 12-51. If this is not approved, we will not have the capacity to perform these duties.  
There is no other service of this kind available currently.

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

AGREEMENT

This Agreement is entered into this 9th day of March, 2011, between Richland County, South Carolina, hereinafter referred to as "County", and Palmetto Posting, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

Whereas, the County desires to employ a part-time independent contractor to take exclusive physical possession of the property on which delinquent ad valorem property taxes are owing by posting a notice at one or more conspicuous places on the premises in accordance with South Carolina Code of Laws § 12-51-40; and

Whereas, the Contractor has represented to the County that the Contractor is experienced and qualified to provide the services contemplated by this agreement and the County has relied upon such representation.

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the County and the Contractor, each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The Contractor agrees to provide the necessary software and hardware for the posting of property in County on which delinquent ad valorem property taxes are due, per County requirements and also agrees to furnish an adequate number of Field Agents to post the property efficiently and timely.
2. The County agrees to provide at no charge to the Contractor any GIS information the County has access to. The information provided to the Contractor will be used in the service herein described for the County exclusively. The information will not be sold or used for any other purpose.
3. The County agrees to provide internet connectivity and a computer to the Contractor. The County further agrees to provide personnel to administer Contractor's delinquent tax posting process.

4. The Contractor agrees to provide a PDA and a GPS unit as needed per Field Agent. The Contractor agrees to provide a printer of adequate speed and durability to accommodate the specifications of the forms required by the County.
5. The County agrees to act as Administrator in preparing daily the PDA and GPS units for the Field Agents.
6. Contractor agrees to provide an electronic report of the posting of the property. The report may include property owner's name, address, legal description of the property, map number, item number, year built, improvement type, land use, square footage, last sale date, last sale amount, deed book, land value, improvement value, total value, picture of property indicating sign, certificate of posting and signature of person posting property.
7. Contractor agrees to provide reports as required by the Delinquent Tax Collector. The exact details and format of said report to be finalized during design phase between County and Contractor.
8. In consideration of the Contractor furnishing the County with the services as described herein, the County shall pay to the Contractor the sums as stated in the proposal which was submitted by the Contractor and approved and accepted by the County. A copy of such sums which were stated in the contractor's proposal is attached to this Agreement as "Exhibit A" and incorporated herein by reference.
9. The term of this Agreement shall become effective upon the date of its execution and shall continue through the 2011 tax sale this year. The County shall have the option to renew this Agreement for a one (1) year term.
10. The County shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.



11. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of the Contractor or any employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
12. The Contractor is not eligible for and shall not participate in, any employer pension, health or other fringe benefit plan of County.
13. The Contractor understands that it is responsible to pay, according to law, income taxes on any payment received from the County pursuant to this agreement. The Contractor further understands that it may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.
14. No workers' compensation insurance shall be obtained by County concerning the Contractor or any employees of the Contractor. The Contractor shall comply with the workers' compensation law concerning the Contractor and any employees of the Contractor.
15. It is understood and agreed between the parties that the County, except as noted herein, is in no way connected with the actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind.  
Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees or representatives of the County. The Contractor will supervise the execution

of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor.

16. The Contractor additionally agrees to indemnify and to hold County, its employees and agents harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with the performance of any work, services or functions covered by this Agreement. The contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of the County.
17. The Contractor further agrees that as an independent contractor it cannot and will not encumber County with any obligation and that it will make no representation to any person or any party on behalf of County. The Contractor further additionally agrees that it will be barred and estopped from instituting or participating in any litigation against County to recover damages, costs or expenses which might arise out of or in any way be connected with the performance of any work, services or functions covered by this Agreement, with the exception of actions by the Contractor to recover payment for services provided under this Agreement, or damages directly attributable to the acts and/or omissions of the County.
18. The Contractor further agrees and binds itself and its successors and assigns in any action by the County for recoupment or reimbursement of such damages and expenses and to be estopped from asserting as a defense that the County did not have proper authority or approval to enter into such indemnity agreement or that the Contractor is not liable for such costs, claims and expenses and the Contractor shall be deemed to have waived such defenses and positions so that only the amount of such costs, claims, etc. shall be the subject of defense. The Contractor agrees that this Agreement may be pleaded by the County in such actions.

19. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. Such notice by the County to the Contractor, or by the Contractor to the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed as follows:

To the County: Richland County  
Office of County Treasurer  
2020 Hampton St. Suite 2025  
Columbia, SC 29204

To the Contractor: Palmetto Posting, Inc.  
150 East Henry Street Suite 201  
Spartanburg, SC 29306

20. The Contractor may at any time change the address for notices to it by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address. The parties shall continue to perform and to be bound by the terms of this Agreement during the thirty (30) day period after any notice of intent to terminate without cause has been given.
21. The County shall, upon reasonable notice, furnish such information and proper assistance to the Contractor as it may reasonably require in connection with any litigation in which the Contractor is, or may become, a party arising out of its performance of this Agreement. This provision shall survive the termination of this Agreement.
22. This Agreement shall super cede any prior agreement between the parties except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor elsewhere provided and not expressly provided for in this Agreement.
23. This Agreement cannot be assigned without the prior written approval of the County, and in the event of such assignment, this Agreement shall be void.

24. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

25. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.

26. This Agreement contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

**PALMETTO POSTING, INC. (CONTRACTOR)**

[Signature]  
Witnesses

By: [Signature]  
Name: Terrence P. O'Brien  
Its: President

**RICHLAND COUNTY PROCUREMENT**

[Signature]  
Buyer, expires 1-31-2015  
Witnesses

By: [Signature]  
Name: Rodolfo A. Callwood, Director

**RICHLAND COUNTY ADMINISTRATION**

\_\_\_\_\_  
Witnesses

By: \_\_\_\_\_  
RICHLAND COUNTY ADMINISTRATION

[Signature]  
Richland County Attorney's Office  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Contract.

**EXHIBIT A****COUNTY OF RICHLAND  
DELINQUENT TAX POSTING SERVICE**

**ORIGINAL  
PROPOSAL  
2-11-2008  
UPDATED  
3-9-2011**

The purpose of Palmetto Posting, Inc. is to provide a complete "turn-key" service regarding the posting of delinquent properties in Richland County. Palmetto Posting has developed a proprietary software system to accept delinquent tax data from the county client, organize, sort and assign properties to field agents for posting. We print the levies to be posted, photograph the posted properties and deliver a digital field report back to the client county. The following is a synopsis of our system operation:

Richland County will deliver to Palmetto Posting, Inc. their entire delinquent tax database in a digital format determined by Palmetto Posting, Inc. working in conjunction with your IT Department or your data processing vendor. This data is imported in our database whereby our proprietary software organizes and sorts it.

Our software integrates with an internal mapping function that optimizes the route for the field agents to locate all assigned properties. The system then prints the Delinquent Tax levies for the agents to post in the order of the mapping route. Once the tax levy is posted in a conspicuous place on the property the field agent takes a digital photograph by the use of a portable hand-held computer. The photograph attaches to the file for that property on sight, thereby eliminating the possibility of attaching the wrong photograph to the intended parcel.

The field agent returns to the office where the handheld device is downloaded and a digital field report is automatically created for export to the county via e-mail or burned to a disc for delivery. The field report includes all data that the county required at the initial design meetings along with a digital photograph of the posted property, the digital signature of the field agent that posted the property, along with the time and date the property was posted.

If a delinquent mobile home cannot be located, Palmetto Posting will utilize all available means, including but not limited to, aerial photography, GIS mapping, county aerial maps and GPS to locate the mobile home. After exhausting all available means to locate the mobile home Palmetto Posting will photograph the subject property and notify the county of our findings. Additionally, if a mobile home is found to be missing, destroyed, dismantled or uninhabitable Palmetto Posting, Inc. will photograph the property as found. Those properties will be forwarded to the county in a special report so the county assessor may ascertain the disposition of these properties.

Palmetto Posting, Inc. will hire, train, supervise, compensate and insure all of its representatives working on the Richland County project.

Palmetto Posting, Inc. carries all insurance required by law including Worker's Compensation, Comprehensive General Liability, Errors and Omissions and Auto Insurance on all non owned and hired automobiles.

The fee charged for our service is \$20.00 per property posted for the 2011 delinquent tax season which is a discounted rate as the county will provide an employee to prepare information, PDA's, and GPS Units for Field Agents on a daily or as needed basis.

Date: 3-9-11

  
Terrence P. O'Brien  
PRESIDENT

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Richland County Council Request of Action

**Subject**

Authorization to increase the Iron Mountain purchase order over \$100,000 (pages 24-25)

**Reviews**

## Richland County Council Request of Action

**Subject:** Authorization to increase the Iron Mountain purchase order over \$100,000.

### A. Purpose

County Council is requested to grant the Register of Deeds authorization to increase the purchase order for Iron Mountain (B1200457) over the \$100,000 limit.

### B. Background / Discussion

Richland County stores its records with Iron Mountain. Iron Mountain is a private sector company that specializes in records retention and management. The County has approximately 45,000 cubic feet of records stored at Iron Mountain facilities. In FY 11, Richland County spent \$151,574 for records storage and management. This is an increase of 63.23 % from FY 06 expenditures. In order to control Iron Mountain expenditures, the Register of Deeds has initiated a records management program. The purpose of this program is to control and reduce Richland County's expenditures associated with records by assisting other departments with records management issues.

#### ➤ Discussion Points:

- Iron Mountain expenditures will exceed \$100,000 for FY 12.
- Richland County has spent \$93,803.89. This amount is calculated from FY 12 Iron Mountain expenditures (July 2011 thru February 2012).
- The average FY 12 Iron Mountain monthly bill is \$11,725.49.
- Failure to pay vendor could result in the denial of access to Richland County documents that are stored at Iron Mountain.

### C. Financial Impact

1. The approval of this request will not have any financial impact for FY 12. The Register of Deeds budget has funds dedicated for FY12 Iron Mountain services.
2. If council does not approve this request, record management costs associated with Iron Mountain will increase. This increase will be a result of penalties associated with late fees.

### D. Alternatives

- Approve the request to grant authorization to increase the Iron Mountain purchase order over \$100,000.



- Do not approve the request to grant authorization to increase the Iron Mountain purchase order over \$100,000.

**E. Recommendation**

- It is recommended that Council approve the request to grant authorization to increase the Iron Mountain purchase order over \$100,000.

Recommended by: John Hopkins, Director  
 Department: Register of Deeds  
 Date: 03/12/12

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 3/14/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

The department has approximately \$39,360 remaining in the budget therefore I would recommend that approval not exceed \$39,360 without the identification of other funds.

**Procurement**

Reviewed by: Rodolfo Callwood Date: 3/14/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 3/15/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Tony McDonald Date: 3/15/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: This request is not for an increase in the budget, but for an increase in the contract amount instead. And because the increase in the contract amount will result in the total contract amount exceeding \$100,000, the Council’s approval is required. Approval is recommended.

# Richland County Council Request of Action

**Subject**

Bond Issuance-Capital Projects List (pages 27-30)

**Reviews**

# Richland County Council Request of Action

**Subject:** Bond Issuance – Capital Project List

## **A. Purpose**

County Council is requested to approve the attached capital project list in conjunction with the bond ordinance for approximately \$35,000,000 as presented at the planning retreat to Council members by the County Administrator.

## **B. Background / Discussion**

During the Council retreat in January 2012, the County Administrator provided Council with information about his capital needs assessment for County facilities. The recommendation included a planned bond issue for \$35m at the end of 2012.

During the discussion it was mentioned that the current bond market has shown very favorable rates but can be volatile. Recent bond sales have closed with an effective interest rate of less than 2 percent and as low as 1.5 percent. Estimates are that if the County issues the same \$35m now to take advantage of these low rates the County could save the taxpayer more than \$6m on the total cost over the life of this loan. Council expressed an interest in pursuing the favorable interest rates and requested that the bond ordinance be included in the Council agenda for February 7<sup>th</sup>.

The County Administrator presented the above funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing the department request as provided through the Capital Improvement Plan (CIP). The Administrator's recommended capital project list is attached for discussion.

## **C. Financial Impact**

There is no financial impact based on the approval of the capital project list. The financial impact of the bond issue can not be determined until the bonds are issued; however, based on preliminary analyst, the bond repayment could be absorbed within the current County debt service millage rate.

## **D. Alternatives**

1. Approve the capital project list as recommended.
2. Approve an amended capital project list.
3. Defer the approval of the capital project list until a later time.
4. Do not approve a capital project list or associated bond ordinance at this time and not move forward.

**E. Recommendation**

It is recommended that Council approve alternative 1 with a bond ordinance.

Recommended by: County Administration      Department: Council      Date: 2/9/12

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers      Date: 3/12/12  
✓ Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood      Date: 3/14/12  
✓ Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Grants**

Reviewed by: Sara Salley      Date: 3/14/12  
✓ Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean      Date: 3/14/12  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Tony McDonald      Date: 3/14/12  
✓ Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation: The attached list of projects was developed by Administration in an effort to identify some of the more pressing capital needs of the County. The list, which was presented to the Council at the January Retreat, correlates with the \$35 million bond ordinance that received first reading by the Council at the March 6, 2012, Council Meeting.

Approval of the list is recommended; however, other project needs have come to light since this list was presented. It is further recommended, therefore, that the flexibility be retained to redirect funds on an as needed basis, with Council approval, to address more critical needs that may arise, such as the renovation of Decker Center.

The proposed project list and the corresponding bond issue will not require a tax increase due to the fact that other existing debt is being paid out this fiscal year, creating additional debt capacity for new projects. As long as the total cost of all projects does not exceed \$35 million, a tax increase will not be required to fund the debt service.

Richland County General Obligation Bond Review - Project list

**Current year recurring issues**

	Project
Sheriff Vehicle replacement	\$ 2,000,000
Public Safety Facility - Magistrate Consolidation	\$ 1,600,000
EMS Vehicle replacement	<u>\$ 2,000,000</u>
Total recurring	\$ 5,600,000

**Recommended new issues**

Record Retention Storage facility	\$ 3,000,000
2020 Parking redesign (post-LRADAC)	\$ 250,000
Redesign of Bond Court - Detention facility	\$ 1,000,000
Phase V- Detention facility	\$14,000,000
Economic Development site certification	\$ 5,600,000
EMS Headquarter facility	<u>\$ 6,000,000</u>
Total recommended additional issue	\$29,850,000
Total recurring issue	<u>\$ 5,600,000</u>
Total issue	<u>\$35,450,000</u>

# Richland County Council Request of Action

**Subject**

Council Expenditure Accounts (Malinowski) (pages 32-33)

**Reviews**

## Richland County Council Request of Action

**Subject:** Council Expenditure Accounts (Malinowski)

### **A. Purpose**

The purpose of this item is to request the County Council's consideration of a proposed policy to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted.

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

At the February 7, 2012, Council Meeting, Council Member Bill Malinowski introduced the following motion:

**Staff in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council Members' individual spending accounts so that each council person will be restricted to only spending their authorized amount.**

Each Council Member currently has \$7,000 appropriated in the budget for council district expenses. The implication, of course, is that expenditures by each Council Member cannot exceed the \$7,000 budgeted.

If, however, a Council Member incurs expenses beyond the \$7,000, the County will pay those expenses in order to meet the obligation imposed by the Council Member.

With respect to Mr. Malinowski's motion, the staff would have no objection as it is already implied that the amount budgeted is all that can be spent. The motion would simply add more formality to the implied policy that already exists.

### **C. Financial Impact**

All expenditures by individual Council Members would be strictly limited to the amount adopted each year in the budget.

### **D. Alternatives**

1. Support the proposal to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted.
2. Do not support the proposal.

### **E. Recommendation**



Staff recommends support of the proposed policy to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted.

By: Tony McDonald, Administration

Date: February 13, 2012

#### F. Reviews

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

##### Finance

Reviewed by: Daniel Driggers

Date: 2/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

As a budgetary policy, I support the recommendation to ensure compliance of not exceeding appropriated dollars. If the appropriated dollars are insufficient to address the needs, one option would be for Council to increase the funding level during the budget process.

As a financial management policy, I believe that we must be an organization that pays our financial obligations (bills) timely. Therefore I would recommend that approval include language that provides the Finance Director the authority to pay all bills received and communicate any budgetary variance to the County Administrator for follow up.

##### Legal

Reviewed by: Elizabeth McLean

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision; Council discretion.

##### Administration

Reviewed by: Tony McDonald

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Administration supports the motion from Mr. Malinowski, but also concurs with the comments from the Finance Director and would suggest that such language be incorporated into the motion.

# Richland County Council Request of Action

**Subject**

Council Expenditure Accounts (Manning) (pages 35-37)

**Reviews**

## Richland County Council Request of Action

**Subject:** Council Expenditure Accounts (Manning)

### **A. Purpose**

The purpose of this item is to request the County Council's consideration of a proposed policy to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted, and to limit all other line item expenditures in the County budget to the amount originally appropriated for those line items.

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

At the February 7, 2012, Council Meeting, Council Member Jim Manning introduced the following motion:

**Staff in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council members' individual spending accounts so that each council person, as well as all other line items for which County Council authorizes spending in conjunction with the annual budget process, will be restricted to only spending their authorized amount.**

This motion, if approved, will restrict all line items within individual department budgets to the amount originally appropriated in those line items only. Departments currently have the ability to transfer funds from one line item, such as "Office Supplies," to another, such as "Equipment Repairs."

This is a useful management tool that allows elected officials, appointed officials and department directors the opportunity to meet changing demands and/or address unforeseen events that may occur during the fiscal year. To prohibit movement of funds between line items would take away this management ability, meaning that any such transfers would have to be approved by the County Council.

**Note: On March 15, 2012, per the A&F committee's request to clarify his motion, Councilmember Manning amended his motion to state the following:**

"Staff, in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council members individual spending accounts so that each councilperson, as well as all County Staff/Departments/Divisions that have any line items which County Council authorizes spending in conjunction with the annual budget process, will be restricted to only spending their authorized amount."

**C. Financial Impact**

The proposed restriction on budget transfers from line item to line item within departments would have little to no financial impact. On the other hand, the operational impact that such a restriction would have would be crippling by no longer allowing an elected official, appointed official or department director to effectively manage his or her departmental budget.

**D. Alternatives**

1. Approve the proposal to limit Council Members’ expenditures from the individual expenditure accounts to the amount that is budgeted, and to limit all other line item expenditures in the County budget to the amount originally appropriated for those line items.
2. Do not approve the proposal, and allow elected officials, appointed officials and department directors the continued discretion to manage their departmental budgets within the total amounts appropriated.

**E. Recommendation**

Recommend Alternative #2, i.e., do not approve the proposal, and allow elected officials, appointed officials and department directors the continued discretion to manage their departmental budgets within the total amounts appropriated.

By: Tony McDonald, Administration

Date: February 13, 2012

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 2/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Recommendation of alternative two continues to provide departments the operational flexibility needed without reducing the budgetary control necessary at the department level.

**Legal**

Reviewed by: Elizabeth McLean

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

In general, the requests in the motion are a policy decision left to Council's discretion; however, I would question Council's authority to limit an elected official's ability to make changes within his/her budget from line to line.

As to the request that the Legal Department help craft a policy for council's individual spending accounts, we will provide whatever help needed. I would note that I believe such a policy already exists and was drafted by Legal with consideration given to recent case law that on the issue; however, that language contains nothing regarding a spending cap.

**Administration**

Reviewed by: Tony McDonald Date: 2/17/12

Recommend Council approval       Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend denial of the motion as stated. Recommend, instead, Alternative #2 above, i.e., do not approve the proposal, and allow elected officials, appointed officials and department directors the continued discretion to manage their departmental budgets within the total amounts appropriated.

# Richland County Council Request of Action

**Subject**

Crane Creek-Catalyst 5 Pedestrian Park - Parcel Acquisition (pages 39-74)

**Reviews**

# Richland County Council Request of Action

**Subject:** Crane Creek- Catalyst 5 Pedestrian Park– **Parcel Acquisition**

**A. Purpose**

County Council is requested to approve property acquisition needed for the Crane Creek-Catalyst 5 Pedestrian Park. The property will be used for the construction of a sidewalk and pocket park as part of the Crane Creek- Catalyst 5 Pedestrian Park. Acquisition would be of one, 2.60 acre parcel located on the Zion Chapel Baptist Church property at 130 Walter Hills Road, Tax Map #11903-040-03 p\o. The property is zoned CC-3 Activity Center Mixed Use. The current fair market value (FMV) is \$30,000.00.

**B. Background / Discussion**

In October 2011, Richland County Community Development received \$317,000.00 in Community Development Block Grant funds that were programmed for eligible projects in master planned communities in the Neighborhood Improvement Program. The Crane Creek-Catalyst 5 Pedestrian Park project was presented as an eligible activity.

**C. Financial Impact**

The financial impact to the Neighborhood Improvement Program Office, with the assistance of Community Development Department to purchase 2.60 acres located at 130 Walter Hills Road, is \$30,000. The department will use federal funds (CDBG) and will not request County funds for the acquisition and the associated project costs. Once acquired, the property will then be owned by Richland County Government and will be maintained by the Richland County Recreation Commission. The Neighborhood Improvement program has entered into a partnership with RCRC for the maintenance of the parcel as it adjacent to the Crane Creek Park. A MOU with Richland County Recreation Commission will be completed in the near future if the acquisition is approved by Council.

**Total Estimated Budget for Acquisition and Construction**

<b>Acquisition cost for one 2.60 acre parcel</b>	<b>\$30,000.00</b>
--	--------------------

**D. Alternatives**

- Approve the acquisition of identified properties above for public use for the construction of a trail park as part of the Crane Creek Master Plan-Catalyst 5.
- Do not approve the acquisition of properties and omit the trail park from the Crane Creek Master Plan.

**E. Recommendation**

- It is recommended that Council approve the request to approve the acquisition of identified property above for public use for the construction of a trail park as part of the Crane Creek-Catalyst 5 Pedestrian Park.

Recommended by: **Tiaa B. Rutherford** Department: **Neighborhood Improvement Program** Date: **February 23, 2012**

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 3/7/12  
✓ Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood Date: 3/7/12  
✓ Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 3/9/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

Policy decision left to Council’s discretion. I would recommend that the approval be conditioned upon the future review/approval by Council of the MOU, as that document would spell out any potential County liabilities/responsibilities. In my opinion, the MOU, when prepared, would not need to go the Committee route again, but could be placed straight on the Council agenda as a follow-up to this item.

**Administration**

Reviewed by: Sparty Hammett Date: 3/19/12  
✓ Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation: Recommend Council approval of the acquisition of the identified property for the construction of a trail park as part of the Crane Creek Master Plan-Catalyst 5. I agree with Ms. McLean, and the MOU with the Richland County Recreation Commission is in the process of being finalized. The MOU should be available by the time this item is before full Council.



**APPRAISAL OF REAL PROPERTY**

**Crane Church Road Land**  
Northeast side of Crane Church Road at the intersection  
of Walter Hills Road  
Columbia, Richland County, South Carolina 29203



**PREPARED FOR:**  
Tiaa B. Rutherford  
Richland County Planning & Development Services  
2020 Hampton Street  
Columbia, SC 29204-1002

**EFFECTIVE DATE OF THE APPRAISAL:**  
February 14, 2012

**REPORT FORMAT:**  
Summary

**PREPARED BY:**  
IRR - South Carolina  
*Job Number: 110-2012-0048*





*(Aerial from Google Maps-Date Unknown)*

**Crane Church Road Land**  
**Northeast side of Crane Church Road at the intersection of Walter Hills Road**  
**Columbia, South Carolina**

**Item# 7**



February 17, 2012

Tiaa B. Rutherford  
 Richland County Planning & Development Services  
 2020 Hampton Street  
 Columbia, SC 29204-1002

SUBJECT: Market Value Appraisal  
 Crane Church Road Land  
 Northeast side of Crane Church Road at the intersection of Walter Hills Road  
 Columbia, Richland County, South Carolina 29203  
*Integra Realty Resources - South Carolina - Job No. 110-2012-0048*

Dear Ms. Rutherford:

Integra Realty Resources – South Carolina is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The appraisal is intended to conform to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	February 14, 2012	\$30,000

The appraisal is not subject to any extraordinary assumptions or hypothetical conditions.




500 Lawand Drive, 2nd Floor • Columbia, South Carolina 29210 • Phone 803-772-8282 • Fax 803-772-0087 • www.IRR.com/sc

Tiaa B. Rutherford  
Richland County Planning & Development Services  
February 17, 2012  
Page 2

Respectfully submitted,

**INTEGRA REALTY RESOURCES - SOUTH CAROLINA**



Elizabeth B. Keys  
Analyst  
Certified General Real Property Appraiser  
South Carolina Certificate # CG4794



Michael B. Dodds, MAI, CCIM  
Managing Director  
Certified General Real Property Appraiser  
South Carolina Certificate # CG-543

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name	Crane Church Road Land
Address	Northeast side of Crane Church Road at the intersection of Walter Hills Road Columbia, South Carolina 29203
Property Type	Land - Land
Owner of Record	Zion Chapel Baptist Church
Tax ID	P/O 11903-04-03
Land Area	2.60 acres; 113,256 SF
Zoning Designation	CC-3, Activity Center Mixed Use
Highest and Best Use	Assemblage with adjoining properties or residential
Exposure Time; Marketing Period	12 months; 12 months
Effective Date of the Appraisal	February 14, 2012
Date of the Report	February 17, 2012
Property Interest Appraised	Fee Simple
Sales Comparison Approach	
Number of Sales	3
Range of Sale Dates	Aug 10 to Nov 11
Range per Square Foot	\$0.22 - \$0.90
Market Value Conclusion	\$30,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Richland County Planning & Development Services may use or rely on the information, opinions, and conclusions contained in the report. The summary shown above is for the convenience of Richland County Planning & Development Services, and therefore it is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions

**GENERAL INFORMATION****IDENTIFICATION OF SUBJECT**

The subject is a parcel of vacant land containing an area of 2.60 acres or 113,256 square feet. The property is zoned CC-3, Activity Center Mixed Use, which permits a variety of building types, including civic/institutional, loft dwelling units, townhouses, and detached single family housing and commercial/office, with encouragement of mixed use buildings that serve the larger community and are appropriate for an activity center. The subject property is identified as Tract C of tax map number 11903-04-03.

PROPERTY IDENTIFICATION	
Property Name	Crane Church Road Land
Address	Northeast side of Crane Church Road at the intersection Columbia, South Carolina 29203
Tax ID	P/O 11903-04-03

**PURPOSE OF THE APPRAISAL**

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, February 14, 2012. The date of the report is February 17, 2012.

**CURRENT OWNERSHIP AND SALES HISTORY**

The owner of record is Zion Chapel Baptist Church. According to Richland County Assessor records, this party acquired the property in 1969 for a price of \$0. The transaction is recorded in Deed Book 0108, Page 716, of the Richland County public records.

To the best of our knowledge, no other sale or transfer of ownership has occurred within the past three years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale.

**DEFINITION OF MARKET VALUE**

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

*(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g])*

#### **INTENDED USE AND USER**

The intended use of the appraisal is for property acquisition purposes. The client and intended user is Richland County Planning & Development Services. The appraisal is not intended for any other use or user. No party or parties other than Richland County Planning & Development Services may use or rely on the information, opinions, and conclusions contained in this report.

#### **APPLICABLE REQUIREMENTS**

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA);
- Applicable state appraisal regulations.

#### **PRIOR SERVICES**

We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

#### **SCOPE OF WORK**

Elizabeth B. Keys conducted an on-site inspection of the property on February 14, 2012. Michael B. Dodds, MAI, CCIM did not conduct an on-site inspection.

We identified the subject through tax records, and a survey, and assembled information about the characteristics of the property that are relevant to its probable use and market value.



**VALUATION METHODOLOGY**

The methodology employed in this assignment is summarized as follows.

<b>APPROACHES TO VALUE</b>		
<b>Approach</b>	<b>Applicability to Subject</b>	<b>Use in Assignment</b>
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach to develop an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

**REPORT FORMAT**

The report has been prepared under the summary report option of Standards Rule 2-2(b) of USPAP. As such, it contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

**SURROUNDING AREA ANALYSIS**

The subject is located on the north side of Columbia, outside of the city limits.

Primary highway access to the area is via Interstate 20 and US Highway 321 (Fairfield Road). Overall, the primary mode of transportation in the area is the automobile.

The area is suburban in character and approximately 35% developed.

Predominant land uses are residential and vacant land. Some institutional and industrial uses are located along Fairfield Road. During the last five years, development has been predominantly minimal. The pace of development has generally been intermittent over this time.

The area is in the stability stage of its life cycle. We anticipate that property values will remain stable in the near future.

**LAND DESCRIPTION**

<b>LAND DESCRIPTION</b>	
Land Area	2.60 acres; 113,256 SF
Land Area (Usable)	2.60 acres; 113,256 SF
Source of Land Area	Survey Provided by Client Dated 02/06/2012
Primary Street Frontage	Crane Church Road - 1,155 feet
Shape	Triangular
Corner	Yes
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	45079C0235K
Date	September 29, 2010
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
<b>ZONING; OTHER REGULATIONS</b>	
Zoning Jurisdiction	Richland County
Zoning Designation	CC-3
Description	Activity Center Mixed Use
Legally Conforming?	Yes
Zoning Change Likely?	No
Permitted Uses	a variety of building types, including civic/institutional, loft dwelling units, townhouses, and detached single family housing and commercial/office, with encouragement of mixed use buildings that serve the larger community and are appropriate for an activity center
<b>UTILITIES</b>	
Service	Provider
Water	City of Columbia
Sewer	City of Columbia
Electricity	SCE&G
Local Phone	Various Providers

The subject property is currently used as a park for the Zion Chapel Baptist Church located across from the subject and also the property owner. It is improved with a walking track, a gazebo, pad sites for picnic tables, and lighting. The improvements do not contribute any additional value to the subject property.

We do note that a paved driveway to the fire station on the adjoining property is located on the subject property at the southeastern end of the parcel. We were not provided a title report to review; however, we are not aware of any other easements, encumbrances, or restrictions that would adversely affect value.



View Along Walter Hills Road  
(Photo Taken on February 14, 2012)



View Toward Subject  
(Photo Taken on February 14, 2012)



View Along Crane Church Rd  
(Photo Taken on February 14, 2012)



View Toward Gazebo on Subject Property  
(Photo Taken on February 14, 2012)

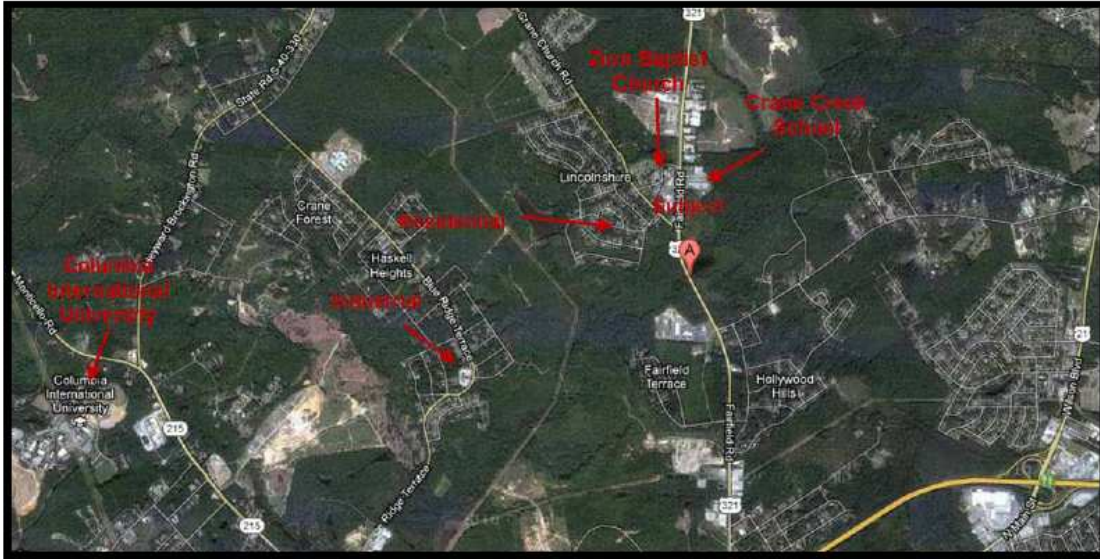


View of Subject  
(Photo Taken on February 14, 2012)

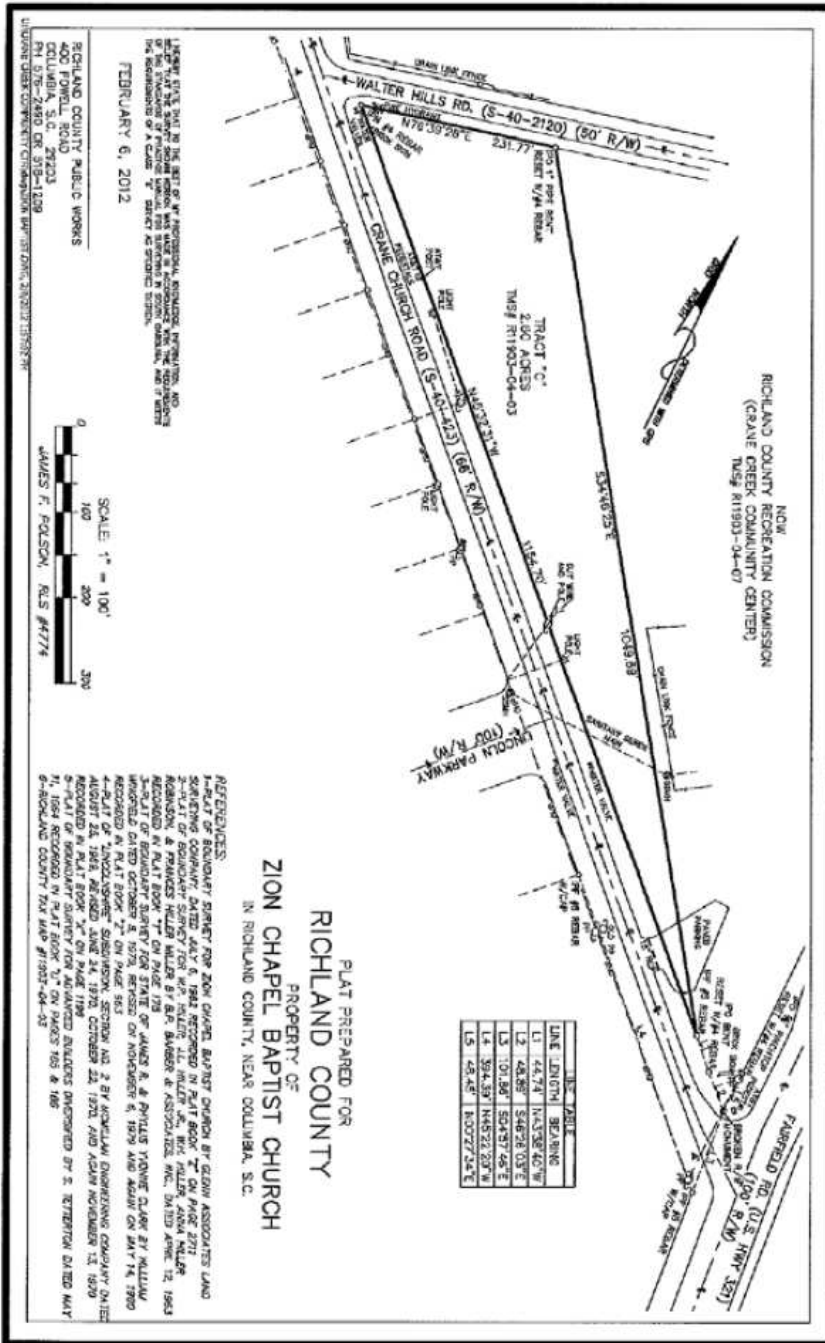


View Toward Subject on Right  
From Fairfield Road Intersection  
(Photo Taken on February 14, 2012)

SURROUNDING AREA MAP



SURVEY



GOOGLE AERIAL

(Date Unknown)



**REAL ESTATE TAXES**

The subject property is tax exempt, as it is a portion of a church property. We have not analyzed the taxes any further.

**HIGHEST AND BEST USE**

The subject property is a triangular shaped parcel, adjacent to a school property and fire station. Residential uses exist across from the subject on Crane Church Road and a church is located across from the subject on Walter Hill Road. The zoning is CC-3, Activity Center Mixed Use, which includes a variety of building types, including civic/institutional, loft dwelling units, townhouses, and detached single family housing and commercial/office, with encouragement of mixed use buildings that serve the larger community and are appropriate for an activity center. The shape of the property somewhat limits the potential uses. Considering surrounding land uses, the highest and best use of the subject as vacant land is to assemble with the adjoining school property or for residential uses. However, there is currently limited demand for new development. We primarily consider holding the property for future residential development or for assemblage. The most probable buyer is an end user.



**SALES COMPARISON APPROACH**

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Location: North Columbia Area, primarily in the 29203 zip code area
- Size: Less than 4 acres
- Highest and Best Use: Residential or Institutional Uses
- Transaction Date: Within the last 3 years

We researched and assembled data for the most relevant sales, and confirmed the arms-length nature of the sales with parties to the transaction or secondary sources. The sales are analyzed on a price per square foot basis in the following table.

**ANALYSIS OF COMPARABLE LAND SALES**

No.	Name/Address	Acres; SF	Sale Date; Status	Effective Sale Price	\$/SF	Overall Adjustment Applied	Adjustment Comments
	Subject Crane Church Road Land Northeast side of Crane Church Road at the Columbia Richland County, SC	2.60 113,256					
1	Vacant Land 7005 Frost Ave Columbia Richland County, SC	1.48 64,469	Nov-11 Closed	\$14,500	\$0.22	↔	Smaller size and superior shape; no sewer available
2	Vacant Land 5535 Tremont Ave Columbia Richland County, SC	0.87 37,897	Jun-11 Closed	\$12,500	\$0.33	↓	Smaller size and superior shape
3	Vacant Land 221 Overland Dr Columbia Richland County, SC	0.33 14,375	Aug-10 Closed	\$12,900	\$0.90	↓	Much smaller size and superior shape
Range of Unadjusted Prices per SF				\$0.22 - \$0.90	We reconcile toward the lower end of the range due to the large percentage of non-buildable area due to the shape and conclude to \$0.25 per square foot.		
Indicated Value per SF				\$0.25			
Subject SF				113,256			
Indicated Value				\$28,314			
Rounded				\$30,000			

**LAND VALUE CONCLUSION**

Indicated Value per Square Foot	\$0.25
Subject Square Feet	113,256
Indicated Value	\$28,314
Rounded	\$30,000

LAND SALES ADJUSTMENT GRID				
	Subject	Comparable 1	Comparable 2	Comparable 3
Name	Crane Church Road Land	Vacant Land	Vacant Land	Vacant Land
Address	Northeast side of Crane Church Road at the intersection of Walter Hills Road	7005 Frost Ave	5535 Tremont Ave	221 Overland Dr
City	Columbia	Columbia	Columbia	Columbia
County	Richland	Richland	Richland	Richland
State	South Carolina	SC	SC	SC
Sale Date		Nov-11	Jun-11	Aug-10
Sale Status		Closed	Closed	Closed
Effective Sale Price		\$14,500	\$12,500	\$12,900
Square Feet	113,256	64,469	37,897	14,375
Acres	2.60	1.48	0.87	0.33
Price per Square Foot		\$0.22	\$0.33	\$0.90
PROPERTY RIGHTS		Fee Simple	Fee Simple	Fee Simple
% ADJUSTMENT		0%	0%	0%
FINANCING TERMS				
% ADJUSTMENT		0%	0%	0%
CONDITIONS OF SALE				
% ADJUSTMENT		0%	0%	0%
MARKET CONDITIONS	2/14/2012	Nov-11	Jun-11	Aug-10
		0%	0%	0%
CUMULATIVE ADJUSTED PRICE		\$0.22	\$0.33	\$0.90
LOCATION		Similar	Similar	Similar
% ADJUSTMENT		0%	0%	0%
ACCESS/EXPOSURE		Similar	Similar	Similar
% ADJUSTMENT		0%	0%	0%
SIZE		Superior	Superior	Superior
% ADJUSTMENT		-5%	-10%	-55%
SHAPE AND TOPOGRAPHY		Superior	Superior	Superior
% ADJUSTMENT		-5%	-5%	-5%
ZONING		Similar	Similar	Similar
% ADJUSTMENT		0%	0%	0%
UTILITIES		Inferior	Similar	Similar
% ADJUSTMENT		10%	0%	0%
Net \$ Adjustment		\$0.00	-\$0.05	-\$0.54
Net % Adjustment		0%	-15%	-60%
Final Adjusted Price		\$0.22	\$0.28	\$0.36
Overall Adjustment		0%	-15%	-60%
Range of Adjusted Prices		\$0.22 - \$0.36		
Average		\$0.29		
Indicated Value		\$0.25		



Land Sale 1  
Vacant Land

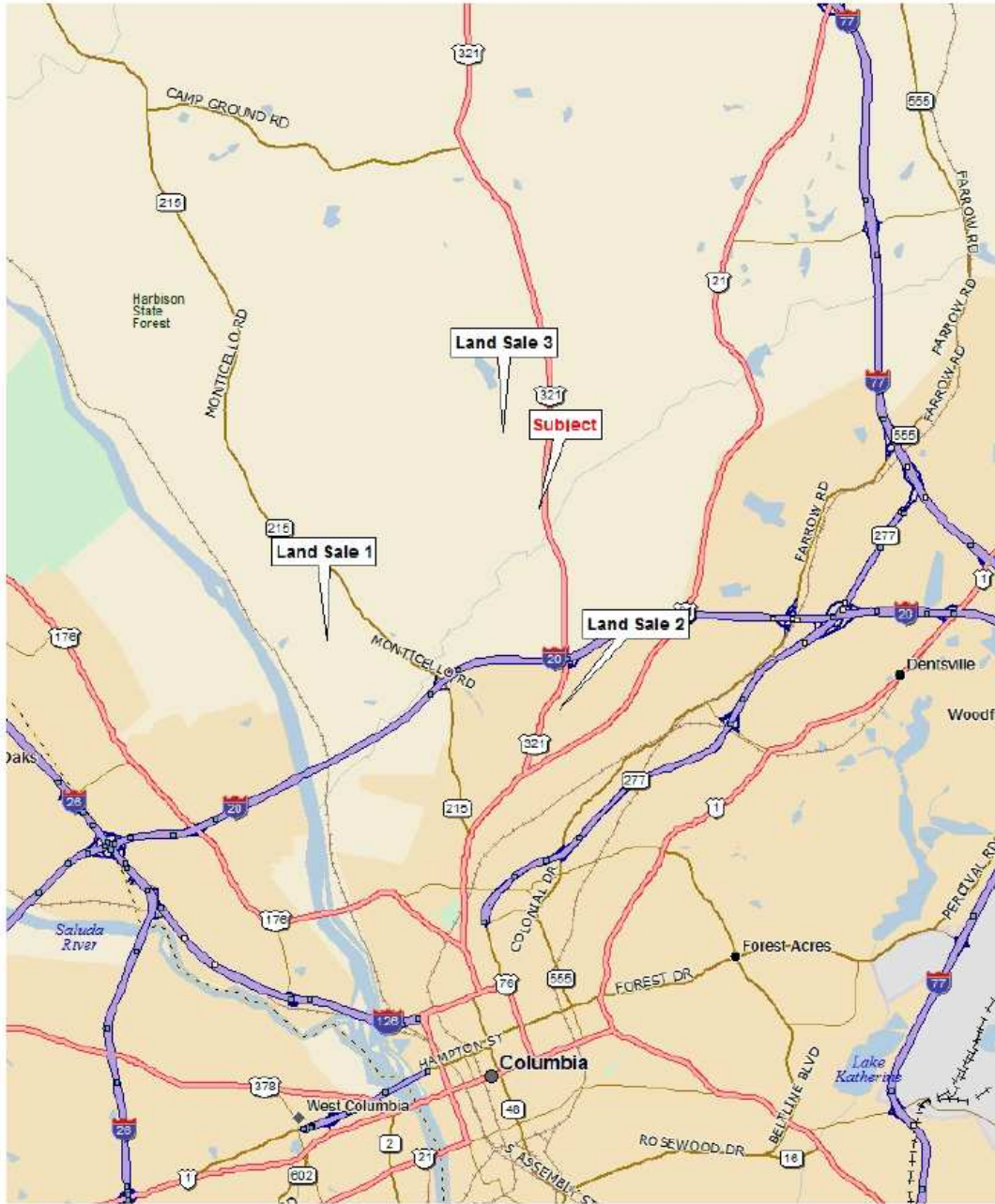


Land Sale 2  
Vacant Land



Land Sale 3  
Vacant Land

Comparable Land Sales Map



**RECONCILIATION AND CONCLUSION OF VALUE**

We use only the sales comparison approach to develop an opinion of value. The cost and income approaches are not applicable and are not used. Based on the preceding analysis, our value opinion follows:

<b>VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
Market Value	Fee Simple	February 14, 2012	\$30,000

**EXPOSURE AND MARKETING TIMES**

<b>EXPOSURE TIME AND MARKETING PERIOD</b>	
Exposure Time (Months)	12
Marketing Period (Months)	12

**CERTIFICATION**

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Elizabeth B. Keys made a personal inspection of the property that is the subject of this report. Michael B. Dodds, MAI, CCIM has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Michael B. Dodds, MAI, CCIM has completed the continuing education program of the Appraisal Institute.

15. As of the date of this report, Elizabeth B. Keys has completed the Standards and Ethics Education Requirement of the Appraisal Institute for associate members.



Elizabeth B. Keys  
Analyst  
Certified General Real Property Appraiser  
South Carolina Certificate # CG4794  
Telephone: (803)772-8282, ext. 104  
Email: bkeys@irr.com



Michael B. Dodds, MAI, CCIM  
Managing Director  
Certified General Real Property Appraiser  
South Carolina Certificate # CG-543  
Telephone: 803-772-8282, ext. 110  
Email: mdodds@irr.com



**ASSUMPTIONS AND LIMITING CONDITIONS**

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra Realty Resources – South Carolina is not a building or environmental inspector. Integra South Carolina does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – South Carolina, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal

was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – South Carolina, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

**ADDENDA**

# Professional Qualifications

## Elizabeth Keys

### Experience

---

Entered the real estate appraisal field in September 2003 appraising real property for the purpose of eminent domain (right-of-way acquisition) and residential properties with the A. R. Martin Co. From March 2005 to May 2006 appraised commercial, residential and rural properties for tax assessment purposes. Joined the Columbia, South Carolina office of Integra Realty Resources - South Carolina in May 2006.

Valuation assignments have been completed on the following property types:

Road Widening projects: Highway 101, Spartanburg County; Highway 6, Lexington County; Highway 302, Lexington County; Highway 601, Richland County, SC Route 34, Lee County; US 15, Sumter County. Properties appraised include commercial, residential and vacant land.

Residential: Single-Family Residential; Condominium

Commercial: Vacant land, office buildings, mobile home parks, retail stores, shopping centers, quick lube automotive and restaurants

Industrial: Warehouses and light industrial properties

Special Purpose: Schools and subdivisions

### Professional Activities & Affiliations

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Member: South Carolina Chapter of the Appraisal Institute

### Licenses

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South Carolina, Certified General Appraiser, 4794, Expires June 2012

### Education

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Bachelor of Science Degree in Business, University of South Carolina 1991.

The following SC State Approved Appraisal courses were successfully completed:

L-1 Category - Introductory Course Pertaining to Real Estate Appraisal  
L-2 Category - Course Pertaining to Valuation Procedures  
L-3 Category - Course in the Uniform Standards of Professional Appraisal Practice  
C-1 Category - Course Pertaining to Basic Income Appraisals  
C-2 Category - Course Pertaining to Advanced Income Appraisals  
C-3 Category - Course Pertaining to Applied Appraisal Techniques  
HP-12C Calculator Class  
Reconstructing Income/Expense Statements  
USPAP Update  
New Fannie Mae Form

# Professional Qualifications

**Michael B. Dodds, MAI, CCIM**

## Experience

---

A founding partner of Integra Realty Resources, and the Managing Director of the two offices of Integra Realty Resources – South Carolina. Entered appraisal field in 1984 appraising commercial, residential, and rural properties for tax assessment purposes. Since 1986 has been responsible for valuation and consultation assignments on commercial properties located throughout 27 states.

Chapter Chair - Public Relations Committee - 2007

Chapter Co-Chair - Public Relations Committee - 2006

Chapter President - 2003

Chapter Board Member - 1998-2003

Chapter Vice President - 2001

Appraisal Institute - Chapter Treasurer - 1999

Young Advisory Council Delegate 1994, 1996, 1997

Your Advisory Council Discussion Leader - 1998

Chapter Board Member - 1996-1998

Editorial Advisory Board Member - 2006

Member of: Greater Columbia Association of Realtors; Mortgage Bankers Association of the Carolinas; Risk Management Association; South Carolina Bankers Association; Urban Land Institute (Founding sponsor of the S.C. District Council)

## Professional Activities & Affiliations

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Appraisal Institute, Member (MAI)

Certified Commercial Investment Member (CCIM) Appraisal Institute

Other: Urban Land Institute (Founding Sponsor of the SC District Council)

## Licenses

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South Carolina, Certified General Appraiser, 543, Expires June 2012

North Carolina, Certified General Appraiser, A4105, Expires June 2012

South Carolina, Real Estate Broker, 181968152, Expires June 2012

Georgia, Certified General Appraiser, 319054, Expires November 2011

## Education

---

B.A. Degree, University of South Carolina, Columbia, South Carolina 1985

Successfully completed real estate related courses and seminars sponsored by the Appraisal Institute and accredited universities.

Successfully completed real estate investment courses sponsored by the CCIM Institute.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

State of South Carolina  
Department of Labor, Licensing and Regulation  
Real Estate Appraisers Board  
**ELIZABETH B KEYS**  
Is hereby entitled in practice as a:  
**Certified General Appraiser**  
License Number: 4794  
Expiration Date: 06/30/2012  
**POCKET CARD**

State of South Carolina  
Department of Labor, Licensing and Regulation  
Real Estate Appraisers Board  
**MICHAEL B DODDS**  
Is hereby entitled in practice as a:  
**Certified General Appraiser**  
License Number: 543  
Expiration Date: 06/30/2012  
**POCKET CARD**



## INTEGRA REALTY RESOURCES, INC. CORPORATE PROFILE

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 59 independently owned and operated offices in 33 states. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and each is headed by a Managing Director who is an MAI member of the Appraisal Institute.

A listing of IRR's local offices and their Managing Directors follows:

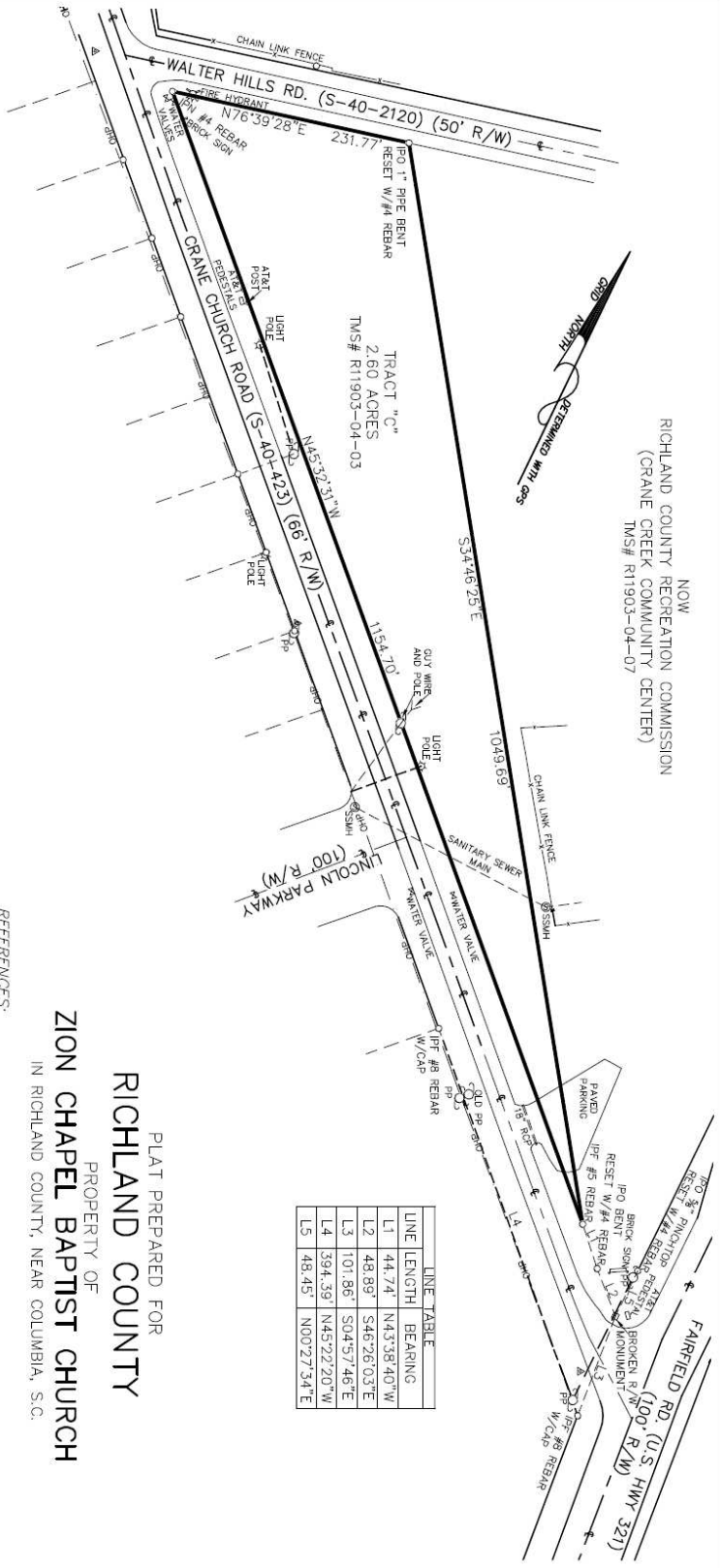
ATLANTA, GA - Sherry L. Watkins, MAI, MRICS  
AUSTIN, TX - Randy A. Williams, MAI, SR/WA, FRICS  
BALTIMORE, MD - G. Edward Kerr, MAI, MRICS  
BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM, CRE, FRICS  
BOSTON, MA - David L. Cary, MAI, MRICS  
CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE, FRICS  
CHICAGO, IL - Gary K. DeClark, MAI, CRE, FRICS  
CHICAGO, IL - Eric L. Enloe, MAI, MRICS  
CINCINNATI, OH - Gary S. Wright, MAI, SRA, FRICS  
CLEVELAND, OH - Douglas P. Sloan, MAI  
COLUMBIA, SC - Michael B. Dodds, MAI, CCIM, MRICS  
COLUMBUS, OH - Bruce A. Daubner, MAI, FRICS  
DALLAS, TX - Mark R. Lamb, MAI, CPA, MRICS  
DAYTON, OH - Gary S. Wright, MAI, SRA, FRICS  
DENVER, CO - Brad A. Weiman, MAI, MRICS  
DETROIT, MI - Anthony Sanna, MAI, CRE, FRICS  
FORT WORTH, TX - Donald J. Sherwood, MAI, SR/WA, FRICS  
GREENVILLE, SC - Michael B. Dodds, MAI, CCIM, MRICS  
HARTFORD, CT - Mark F. Bates, MAI, CRE, FRICS  
HOUSTON, TX - David R. Dominy, MAI, CRE, FRICS  
INDIANAPOLIS, IN - Michael C. Ledy, MAI, SRA, CCIM, MRICS  
KANSAS CITY, MO/KS - Kenneth Jagers, MAI, FRICS  
LAS VEGAS, NV - Shelli L. Lowe, MAI, SRA, MRICS  
LOS ANGELES, CA - John G. Ellis, MAI, CRE, FRICS  
LOS ANGELES, CA - Matthew J. Swanson, MAI  
LOUISVILLE, KY - George M. Chapman, MAI, SRA, CRE, FRICS  
MEMPHIS, TN - J. Walter Allen, MAI, MRICS  
MIAMI/PALM BEACH, FL - Scott M. Powell, MAI  
MILWAUKEE, WI - Gary K. DeClark, MAI, CRE, FRICS  
MINNEAPOLIS, MN - Michael Amundson, MAI, CCIM, MRICS  
NAPLES, FL - Carlton J. Lloyd, MAI  
NASHVILLE, TN - R. Paul Perutelli, MAI, SRA, MRICS  
NEW JERSEY COASTAL - Anthony Graziano, MAI, CRE, FRICS  
NEW JERSEY NORTHERN - Barry J. Krauser, MAI, CRE, FRICS  
NEW YORK, NY - Raymond T. Cyr, MAI, CRE, FRICS  
ORANGE COUNTY, CA - Larry D. Webb, MAI, FRICS  
ORLANDO, FL - Charles J. Lentz, MAI, MRICS  
PHILADELPHIA, PA - Joseph Pasquarella, MAI, CRE, FRICS  
PHOENIX, AZ - Walter Winius, Jr., MAI, CRE, FRICS  
PITTSBURGH, PA - Paul D. Griffith, MAI, MRICS  
PORTLAND, OR - Brian A. Glanville, MAI, CRE, FRICS  
PROVIDENCE, RI - Gerard H. McDonough, MAI  
RALEIGH, NC - Chris R. Morris, MAI, MRICS  
RICHMOND, VA - Kenneth L. Brown, MAI, CCIM, MRICS  
SACRAMENTO, CA - Scott Beebe, MAI, FRICS  
ST. LOUIS, MO - Kenneth Jagers, MAI, FRICS  
SALT LAKE CITY, UT - Darrin Liddell, MAI, CCIM, MRICS  
SAN ANTONIO, TX - Martyn C. Glen, MAI, CRE, FRICS  
SAN DIEGO, CA - Jeff Greenwald, MAI, SRA, FRICS  
SAN FRANCISCO, CA - Jan Kleczewski, MAI, FRICS  
SARASOTA, FL - Carlton J. Lloyd, MAI  
SARASOTA, FL - Craig L. Smith, MAI, MRICS  
SAVANNAH, GA - J. Carl Schultz, Jr., MAI, SRA, CRE, FRICS  
SEATTLE, WA - Allen N. Safer, MAI, MRICS  
SYRACUSE, NY - William J. Kimball, MAI, FRICS  
TAMPA, FL - Bradford L. Johnson, MAI, MRICS  
TULSA, OK - Robert E. Gray, MAI, FRICS  
WASHINGTON, DC - Patrick C. Kerr, MAI, SRA, FRICS  
WILMINGTON, DE - Douglas L. Nickel, MAI, FRICS  
IRR de MEXICO - Oscar J. Franck Terrazas, MRICS

### Corporate Office

1133 Avenue of the Americas, 27<sup>th</sup> Floor, New York, New York 10036  
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail [info@irr.com](mailto:info@irr.com)  
Website: [www.irr.com](http://www.irr.com)



NOW  
 RICHLAND COUNTY RECREATION COMMISSION  
 (CRANE CREEK COMMUNITY CENTER)  
 TMS# R11903-04-07



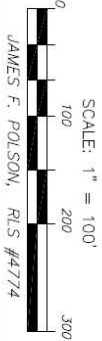
LINE	LENGTH	BEARING
L1	44.74'	N43°38'40\"W
L2	48.89'	S46°26'03\"E
L3	101.86'	S04°57'46\"E
L4	394.39'	N45°22'20\"W
L5	48.45'	N00°27'34\"E

PLAT PREPARED FOR  
 RICHLAND COUNTY  
 PROPERTY OF  
**ZION CHAPEL BAPTIST CHURCH**  
 IN RICHLAND COUNTY, NEAR COLUMBIA, S.C.

HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA, AND THAT I AM A MEMBER OF THE SOCIETY OF PROFESSIONAL SURVEYORS OF THE STATE OF SOUTH CAROLINA, AND I MEET THE REQUIREMENTS OF A CLASS "B" SURVEY AS SPECIFIED THEREIN.

FEBRUARY 6, 2012

RICHLAND COUNTY PUBLIC WORKS  
 400 POWELL ROAD  
 COLUMBIA, S.C. 29203  
 PH 570-2490 OR 578-1209



- REFERENCES:
- 1-PLAT OF BOUNDARY SURVEY FOR ZION CHAPEL BAPTIST CHURCH BY GLENN ASSOCIATES LAND SURVEYING COMPANY, DATED JULY 6, 1982 RECORDED IN PLAT BOOK "2" ON PAGE 2711
  - 2-PLAT OF BOUNDARY SURVEY FOR W.P. HILLER, JR., HILLER, JR., W.H. HILLER, ANNA HILLER ROBINSON, & FRANCES HILLER WILLER BY B.P. BARBER & ASSOCIATES, INC., DATED APRIL 12, 1963 RECORDED IN PLAT BOOK "1" ON PAGE 175
  - 3-PLAT OF BOUNDARY SURVEY FOR STATE OF JAMES R. & PHYLLIS YVONNE CLARK BY WILLIAM WINGFIELD DATED OCTOBER 8, 1979, REVISED ON NOVEMBER 6, 1979 AND AGAIN ON MAY 14, 1980 RECORDED IN PLAT BOOK "2" ON PAGE 963
  - 4-PLAT OF "LINCOLNSHIRE" SUBDIVISION, SECTION NO. 2 BY MCWILLIAM ENGINEERING COMPANY DATED AUGUST 25, 1969, REVISED JUNE 24, 1970, OCTOBER 22, 1970, AND AGAIN NOVEMBER 13, 1970 RECORDED IN PLAT BOOK "4" ON PAGE 1196
  - 5-PLAT OF BOUNDARY SURVEY FOR ADVANCED BUILDERS DIVERSIFIED BY S. TETTERTON DATED MAY 11, 1964 RECORDED IN PLAT BOOK "1" ON PAGES 185 & 186
  - 6-RICHLAND COUNTY TAX MAP #11903-04-03

# Richland County Council Request of Action

**Subject**

Decker Center Remodeling (pages 76-78)

**Reviews**

# Richland County Council Request of Action

**Subject:** Decker Center Remodeling

## **A. Purpose**

It is requested that County Council identify and approve a funding plan to complete the renovation and retrofitting of the previous (Decker Mall) facility. The redesign plan seeks to make it as energy efficient as possible and to conform to preexisting space to accommodate associated workflows within a predetermined structural footprint.

## **B. Background / Discussion**

A request for qualifications (RFQ), RC-027-Q-101, for the Decker Center Remodeling Design was published on June 9, 2011 for which we received nine (9) submittals on July 8, 2011. The RFQ evaluation process allowed for a three phase evaluation process. The first phase of evaluation of the nine submittals was conducted and the qualifiers were ranked from a total score of 300.

In the second phase we requested the two top qualified firms to provide an oral interview and give an electronic presentation for further evaluation and selection of the top qualified firm. The evaluation team selected the Boudreaux Group as the top evaluated firm.

The third phase obtained County Council approval to negotiate between the Boudreaux Group and Richland County Government (Procurement, Support Services, Administration and departments that have a stake in the design and remodeling).

The purpose of the ROA is determining funding for the renovation.

## **C. Financial Impact**

After completing a space needs assessment with each of the impacted groups, the cost of the redesign project was estimated at a cost between \$21 - \$28m. The cost has since been adjusted and current cost estimate is \$21m. The County Administrator has provided the attached worksheet with a recommended funding strategy for County Council to consider for the renovation project.

## **D. Alternatives**

1. Approve the funding option 1.
2. Approve an alternative funding option.
3. Do not approve a funding option.

## **E. Recommendation**

Approve alternative # 1 and approve the County Administrator's recommendation for funding the renovation project.

Recommended by: County Administration

Department: Administration Date: 3/7/12

Item# 8

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 3/15/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 3/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to the discretion of Council. Recommend any use of bonds for funding go through bond counsel, if necessary.

**Administration**

Reviewed by: Tony McDonald

Date: 3/16/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the funding strategy as proposed.

## Funding Options for Decker Center Renovation

**Total Project Cost: \$21m**

### Funding Recommendation:

- |   |        |
|---|--------|
| a) Utilize current bond proceeds for Decker renovation                | \$7.0m |
| b) Designate portion of 2012 bond issue for Economic Development      | \$5.6m |
| c) Designate portion of 2012 bond issue for Public Safety facility    | \$1.6m |
| d) Designate portion of 2012 bond issue for Detention Center facility | \$2.0m |
| e) Appropriate fund balance from the General fund                     | \$4.8m |
| a. Amount would be restored in a subsequent period.                   |        |

# Richland County Council Request of Action

**Subject**

Emergency Back-up Generator Replacement at Four Fire Stations (pages 80-82)

**Reviews**

## Richland County Council Request of Action

**Subject:** Emergency Back-up Generator Replacement at 4 Fire Stations

### **A. Purpose**

Council is requested to authorize the expenditure of approved budgeted funds for the Department of Support Services to replace failing and outdated emergency back-up generators at four fire stations.

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

The current emergency back-up generators at the Ballentine #20, Lower Richland #22, Sand Hill #24, and Eastover #28 Fire Stations have reached an age and wear, where they have become unreliable and the ongoing repair work has become time consuming, and cost prohibitive. The most effective method to ensure emergency power to these stations is to replace them with new equipment that best address the needs of each station. These stations are in public safety buildings thus creating the need for a reliable primary and secondary power source.

The solicitation required interested parties to evaluate and audit each fire station and provide a proposal that recommended an emergency back-up generator and a Transient Voltage Surge Suppressor (TVSS) system to meet each individual facility's needs. The systems are to be standardized, as much as possible, to help reduce the complexity of providing routine maintenance and to allow for the stocking of standard replacement parts to expedite any future repair needs.

The new systems will have a remote access system that allows for offsite monitoring and provide trouble messages and test cycle results via e-mail allowing improved efficiency by reducing the need for travel to inspect status and conduct normal tests. This will also allow authorized parties to have access to the systems to help facilitate reliability and to expedite any required maintenance work during emergencies, including refueling.

The Department of Support Services Facilities Division will oversee the project to ensure the County's interests are protected by ensuring contractor quality and will work with the Fire Station's command staff to schedule the necessary work; allowing the emergency services to continue without interruption.

There were a total of three proposals received by Procurement from DNB Electric, Inc., Generator Services, Inc., and Power Systems, Inc. The proposals were evaluated through the normal RFP review process administered by the Procurement Department. After reviewing the proposals, Generator Services was the firm determined to be the most responsive and responsible responder that met materially with the specifications and requirements as publicized.



Negotiations, if approved by Council, are to be initiated with Generator Services, to schedule and complete the work. Should negotiations break down, the next most responsive and responsible responder will be contacted to negotiate project requirements and schedules.

**C. Financial Impact**

The total cost for this project is \$253,506.72 plus 10% contingency for a total of \$278,856.72. Council has already approved the project concept by approving funding in the 2012 fiscal year budget. The funding for this project is part of a multi-year budget program that began in FY05 to address the inadequate and aging generators at numerous fire stations.

There are no additional funds requested for this project. The project's funding has been established through a multi-year budget program and is identified in account # JL-3180.530400.

**D. Alternatives**

1. Authorize Procurement Department Director to enter into and award a contract with Generator Services, Inc., who has been determined to be the most responsive responder complying materially with the specifications as advertised.
2. Do not approve the expenditure of the funds and leave the existing emergency back-up generators in place. However this option will foster increased maintenance costs due to equipment failures that could affect the ability of the fire stations to effectively respond to emergencies when primary power is lost.

**E. Recommendation**

It is recommended by Support Services that Council authorize alternative 1.

Recommended by: John Hixon                      Department: Support Services                      Date: 3/9/12

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers                      Date: 3/9/12  
✓ Recommend Council approval                       Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood                      Date: 3/10/12  
✓ Recommend Council approval                       Recommend Council denial  
 Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 3/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

**Administration**

Reviewed by: Tony McDonald

Date: 3/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The proposed purchase is part of a planned capital improvement program, and funds are budgeted as indicated above. Therefore, it is recommended that this request be approved.

# Richland County Council Request of Action

**Subject**

Hopkins Utility System Budget Amendment (pages 84-86)

**Reviews**

**Richland County Council Request of Action**

**Subject:** Hopkins Utility System Budget Amendment

**A. Purpose**

The purpose of this report is to seek County Council’s approval of a budget amendment to the Hopkins Utility System enterprise fund in the amount of \$25,000.00 to cover the additional operation and maintenance cost of the expanded Hopkins Community Water System.

**B. Background / Discussion**

The Hopkins Utility System prior to December 2011 consisted of approximately ninety (90) water customers and fifty (50) sewer customers. This system is operated as a self-supporting enterprise where the revenues generated by the customers are used to offset the operations and maintenance cost.

In December 2011, the new Hopkins Community Water System received a permit to operate. Beginning in late December, new customers are being connected to the system at a rate of 30 – 40 per week. The following is the actual connection rate through March 2, 2012:

<u>Week of Connection:</u>	<u># of Customers Connected</u>
12/19 – 12/22	40
01/02 – 01/06	29
01/09 – 01/13	40
01/16 – 01/20	10
02/14 – 02/17	40
02/20 – 02/24	27
02/27 – 03/02	59
	245

Currently, approximately 530 customers have requested service and all these service connections should be completed by the end of May 2012.

Along with the new customers, the Hopkins Utility System will see both an increase in revenue and an increase in operation and maintenance cost. The increase in production of water requires additional electricity to operate the pumps, additional chemicals to treat the water, additional laboratory services to test the water and additional equipment for maintenance and repair. The estimated additional cost of these requirements from December 2011 through the end of FY 12 is \$25,000.

**C. Alternatives**

1. Approve the budget amendment to the Hopkins Utility System FY 12 budget as recommended.
2. Approve an alternate source of operation and maintenance funds.
3. No action.

**D. Financial Impact**

The Hopkins Utility System operates as a self-supporting enterprise fund and therefore should be revenue neutral. The following is projected revenue and additional expenses for the remainder of FY 12:

**Revenue (Additional)**

Mar	210* customers x \$22/mo	=	\$ 4,620
Apr	260* customers x \$22/mo	=	\$ 5,720
May	310* customers x \$22/mo	=	\$ 6,820
Jun	360* customers x \$22/mo	=	<u>\$ 7,920</u>

**Total \$25,080**

\*(Conservative customer connection numbers were used to compensate for partial month billing for customers connected throughout the month.)

**Operation and Maintenance (Additional)**

Electricity	\$ 8,000
Chemicals	\$12,000
Laboratory Testing	\$ 3,000
Equipment Maintenance	<u>\$ 2,000</u>

**Total \$25,000**

The additional revenue generated by the new customers should offset the additional operation and maintenance cost. Therefore, no additional funds should be required.

**E. Recommendation**

It is recommended that County Council approve a budget amendment to the Hopkins Utility System’s FY 12 budget in the amount of \$25,000 to be covered by the user fee revenue from the systems.

**Recommended by:** Andy H. Metts    **Department:** Utilities    **Date** 2/10/12

**F. Reviews**

Please indicate your recommendation with a  before routing to the next recipient. Thanks.

**Finance**

Reviewed by: Daniel Driggers

Date: 3/22/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Recommend approval in order to cover current cost and reevaluate the revenue stream of system during the FY13 budget process.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 3/22/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the budget amendment.

# Richland County Council Request of Action

**Subject**

Policy for Reduced or Eliminated Grants (pages 88-91)

**Reviews**

# Richland County Council Request of Action

**Subject:** Policy for Reduced or Eliminated Grants

## A. Purpose

County Council is requested to consider the following motion creating a policy on how to deal with reduced or eliminated grants.

## B. Background / Discussion

The following motion was made by Council member Malinowski at the November 1, 2011 Council Meeting:

*That a policy be created regarding how to deal with approved grants prior to budget time and again at budget time when grants have been reduced or eliminated. When the grant ends Richland County will not provide additional funds in that agency's budget and they will have to absorb it if they want to keep it.*

Each year Richland County departments apply for grants knowing that if awarded, the funds must be spent in a certain timeframe. Often, the County is able to apply for continuation funding that will allow the grant program, and its associated positions / personnel, to continue. When the County is no longer able to re-apply, or if a continuation application is not funded or is reduced, the Department oftentimes comes to Council to ask for the funds, including salary, to pick up where the grant left off. Typically, granting agencies do not require the grantee to continue funding once a grant cycle is complete. This includes positions / personnel. The one current exception is the Sheriff's Department COPS grant that **requires** the County to pick up the positions gained through the grant. The County will be picking up 10 positions from this grant during the current fiscal year with an approximate cost of \$345,100.

Departments apply for these grants knowing that eventually, these positions or programs will need to be considered for pick up by the County. When the department's request for continuation funding comes to Council, there is often no funding plan or option for the department to absorb the costs in their own budgets.

It is recommended that:

- Richland County require all departments have grant-paid staff sign a Grant Funded Position Acknowledgement Form (see attached). This form will make grant funded personnel aware that they are funded with a temporary funding stream.
- All departments that have a grant that is reduced or no longer funded must absorb the cost of the program through their current budget with no increase request allowed, including positions, if they plan to continue the work that was previously covered by the grant.

## C. Financial Impact

Financial impact will vary from grant to grant.

## D. Alternatives

1. Approve the recommendations that that all departments have grant-paid staff sign a Grant Funded Position Acknowledgement Form, and all departments that have a grant that is reduced or no longer funded must absorb the cost of the program through their current budget with no increase request allowed, including positions, if they plan to continue the work that was previously covered by the grant.
2. Do not approve the recommendations.

## E. Recommendation

Approve the recommendations that that all departments have grant-paid staff sign a Grant Funded Position Acknowledgement Form, and all departments that have a grant that is reduced or no longer funded must absorb the cost of the program through their current budget with no increase request allowed, including positions, if they plan to continue the work that was previously covered by the grant.

Recommended by: Bill Malinowski      Date: 11/8/11

Item# 11



## F. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 11/14/11

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

This is a policy decision for Council where approval may determine program continuation. Currently the HR Director is not requested for comments but since the ROA would involve a level of conditional employment, I would recommend HR being added to the routing.

### Grants

Reviewed by: Sara Salley

Date: 11/14/11

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation: This is a policy decision for Council as each grant may impact the County in different ways. It is a best practice to have all grant funded employees sign a form notifying them that they are paid with a temporary funding stream.

### Human Resources

Reviewed by: Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: If action is being proposed that will result in a reduction the budget of some departments, Human Resources would recommend the Legal Department review to ensure the County could take this action in all cases and if so what would be the appropriate process. If the proposed action cannot be implemented consistently to include all departments, the County should consider if they wish approve a policy that will not apply to all County employees and/or County departments.

There are several scenarios relating to leave that should be considered to include;

1. Employee with accrued annual and/or sick leave transfers to a grant funded position. This employee earned leave in accordance with County policies prior to signing the Grant Form. Would the employee be eligible for payout of the leave they accrued prior to moving to the grant position and signing the Grant Form?
2. An employee in a grant position may transfer to a regular County position that is eligible for accrual of annual and sick leave. Would the employee be able to transfer their leave accrued during the time of the grant to the regular County position?
3. Some grants authorize the use of funds for annual and/or sick leave payout. However, some do not. Therefore, accrued leave will not be paid out consistently in all cases for employees who work in grant funded positions.

Different employers have used various polices to address the above scenarios in various manners such as;

- A. Employee is paid out for accrued leave in accordance with employer's policies before moving into a grant funded position.
- B. All employees who work in a grant funded position are permitted to accrue leave and receive the same leave payouts as other employees who don't work in grant funded positions.

Item# 11

- C. Employees who work in grant funded positions have leave accruals capped at a different level than other employees.
- D. Employees who work in grant funded positions don't receive any leave pay out upon termination.
- E. Employees may retain leave accrued prior to moving to the grant funded position.
- F. Employees may retain leave accrued during their time in grant funded position upon direct transfer to another County position, provided the position is eligible for leave benefits.

**Legal**

Reviewed by: Brad Farrar

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

In looking at the intent, and to account for any instances where there may be a requirement to fund or to continue funding a grant or an agency that receives grant funds, one safeguard that may be appropriate for inclusion in the policy might be the following (suggested additional language in *italics*): ““When the grant ends, Richland County will not provide additional funds in that agency’s budget *unless there is a legal requirement to provide (or to continue to provide) such funds (or funding).*”

That would then seem to cover every possibility, the situations where as a policy matter the Council wants to continue to fund a grant or some service or position that is funded through a grant, and the instances where there may be a legal requirement to fund a particular grant or agency, etc. In situations where the County provides funds for grants or to agencies that the County has no requirement to fund (i.e., discretionary funding), the County can make a policy decision about which grants or agencies to continued to fund, if any, and which to withhold funds from or to stop funding.

Additional attorney-client privileged guidance is available on this issue if needed.

**Administration**

Reviewed by: Tony McDonald

Date: 3/22/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Administration is fully supportive of the use of a notification form, as described above, making grant employees aware that their positions may no longer exist once the grant funds are exhausted.

We would, however, caution against a policy that has a blanket statement to the effect that new County funds will not be appropriated to continue grant programs/personnel for expiring grants. Such a policy would lock the County in to a situation where programs/personnel that may be of extreme value to the County (provide a critical service, save the County money, etc.) would have to be discontinued upon grant expiration if the administering department does not have the budget dollars to maintain the program/personnel.

Instead, it is recommended that flexibility be retained, and that each expiring grant be handled on a case by case basis, with Administration making a recommendation and with the Council having to approve, individually, the continuation of any grant program/personnel that is not required to be picked up by the County upon grant expiration.

Item# 11

# Grant Funded Position Acknowledgement



I, \_\_\_\_\_, understand that my position with Richland County is funded by a State/Federal grant program that has specified requirements, including finite grant amount and timeframes. The existence of this position and my continued employment are subject to the terms of the grant as well as all rules and regulations of the County and:

1. "Fully Proficient" or better job performance by me in the position;
2. Availability of funding
3. All other applicable County policies and procedures.

I understand that annual leave, if any, must be taken during the period of my employment unless the grant program provides for payment of unused annual leave. I further understand that the County is not obligated to continue or obtain further employment for me upon termination or expiration of these grant funds.

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Employee Signature	Title
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Employee Social Security Number	Date	Department Name
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Witness Signature	Title	Date
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# Richland County Council Request of Action

**Subject**

Richland County CASA Funding Agreement with SC Department of Social Services (SCDSS) (pages 93-121)

**Reviews**

## Richland County Council Request of Action

**Subject:** Richland County CASA Funding Agreement with SC Department of Social Services (SCDSS)

### **A. Purpose**

County Council is requested to approve a five-year funding agreement between CASA and SCDSS. The purpose of the MOU is to draw down Federal IV E funds to support the County's investment in training community volunteers to serve as Guardians ad Litem who can effectively meet the complex needs of the child welfare population.

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

In 2008 the Fostering Connections to Success and Increasing Adoptions Act expanded training opportunities to new populations to include, for the first time, Guardians ad Litem for abused and neglected children. The federal legislation enabled states to request a percentage of their training cost specifically for Guardians ad Litem beginning with 55% reimbursement rate in 2008. The percentage increases incrementally through FY 13 at which time the federal reimbursement rate will be 75%. The legislation further mandates that states reimbursement rate will be adjusted by the IV E penetration rate for the foster care population per state. In South Carolina, the rate is currently 50%.

These federal funds are allocated for Child Welfare entities for children in foster care who qualify for Title IV-E funding. In South Carolina, this entity is the SCDSS. Through a mutual agreement with SCDSS, CASA can invoice SCDSS for providing training to volunteer Guardian's ad Litem in child abuse & neglect proceedings. This is because RCCASA is the ONLY entity in Richland County that provides this service.

Upon approval by Council, RCCASA will implement steps necessary to request funding through Title IV E as allowed. CASA will draw down funds on a quarterly basis beginning retroactively in October 2011 through September 2016. Funding amounts will vary depending on the reimbursement rate for each of the three allowable categories and the Federal IV E Penetration rate for SC.

These funds will allow additional opportunities of resources and the ability to expand services to children and youth. If approved by County Council, CASA will hire four (4) FTEs.

- (2) Case Coordinators that will support 30-50 volunteer Guardian ad Litem who represent abused and neglected children in Richland County Family Court.
- (1 )Volunteer Coordinator that will work will work as a support to the CASA Training Manager by ensuring all volunteer files are up to date and maintain all volunteer file components within accreditation standards of National CASA to include annual national background investigation reports. The Volunteer Coordinator will maintain the CASA website with monthly updates, participate in all volunteer training events, and be responsible for scheduling monthly training opportunities for volunteers.
- (1) Administrative Assistant, under the Direction of the Program Manager (Office), will enter case data into the CASA database, ETO and maintain current court ordered information and case information in the database. The Administrative Assistant will assist CASA Volunteers and general public inquiries with information as needed.

**C. Financial Impact**

There is no financial impact on the County during the five year funding period. No cash match is required. In the first year, Richland County is expected to collect \$182,176. The amounts for years two through five will vary depending on the reimbursement rate for each of the three allowable categories minus the federal IV E Penetration rate for SC.

**D. Alternatives**

1. Approve the five-year funding and MOU between CASA and SCDSS that will increase departmental funding to provide augmented supports to volunteer Guardians ad Litem.
2. Do not approve the request which will result in a loss of revenue for the Department.

**E. Recommendation**

It is recommended that Council approve the five-year funding and MOU between CASA and SCDSS that will increase departmental funding to provide augmented supports to volunteer Guardians ad Litem.

Recommended by:	Department:	Date:
<u>J. Paige Greene</u>	<u>RCCASA</u>	<u>3.7.12</u>

**F. Reviews**

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

**Finance**

Reviewed by: <u>Daniel Driggers</u>	Date: 3/15/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input type="checkbox"/> Council Discretion (please explain if checked)	
Comments regarding recommendation:	

**Procurement**

Reviewed by: <u>Rodolfo Callwood</u>	Date: 3/16/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input type="checkbox"/> Council Discretion (please explain if checked)	
Comments regarding recommendation:	

**Human Resources**

Reviewed by: Dwight Hanna	Date:
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input type="checkbox"/> Council Discretion (please explain if checked)	
Comments regarding recommendation: There are a few points for clarification or consideration.	

First, the effective date of the agreement is October 1, 2011 which has passed.

Second, based on the MOU it appears that SCDSS could withhold funding for specific reasons outlined in the agreement (see page # 9 and # 14). Consequently, if such

withholding were to occur the County would be responsible to compensate the employee for work performed while on the County's payroll.

Third, the County would need to decide what action would be taken relating to the grant funded positions at the end of the grant. If the employees are terminated the County could be liable for unemployment compensation which would be a financial impact.

Fourth, depending on the organizational structure for the grant positions proposed, it could have an impact on the classification of other jobs in the CASA Office during the length of the grant period.

Finally, on the ROA sheet and based on page # 7 and # 9 of the MOU, there is reference to 70% and/or 75% reimbursement vs. 100%. If there is no financial impact, this point may want to be clarified.

### Grants

Reviewed by: Sara Salley

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

The County will be able to draw funds retroactively from October 1, 2011

### Legal

Reviewed by: Elizabeth McLean

Date: 3/22/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Mr. Hanna's comments are excellent and address many of the Legal concerns I would have with this MOU. Additionally, after reviewing the MOU itself, I would suggest some language changes including, but not limited to, making Richland County the contracting party and addressing language dealing with attorney's fees and indemnity. If the Committee's vote is favorable to the ROA and the Committee would like Legal to provide all of our comments to the MOU before the Council meeting, we would be glad to do so.

### Administration

Reviewed by: Stephany Snowden

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

By entering the MOU, Richland County CASA will be able to secure funding from DSS for a period of five years in support of its training and advocacy efforts.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SOUTH CAROLINA STATE DEPARTMENT  
OF  
SOCIAL SERVICES**

**AND**

**RICHLAND COUNTY  
COURT APPOINTED SPECIAL ADVOCATES**

**FOR THE PURCHASE AND PROVISION**

**OF**

**TRAINING SERVICES**

**EFFECTIVE AS OF**

**OCTOBER 1, 2011**

**Item# 12**



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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SOUTH CAROLINA STATE**  
**DEPARTMENT OF SOCIAL SERVICES**  
**AND THE**  
**RICHLAND COUNTY**  
**COURT APPOINTED SPECIAL ADVOCATES**  
**CONTRACT NUMBER: 5000012435**

This Memorandum of Understanding (MOU) is entered into as effective October 1, 2011 by and between South Carolina Department of Social Services, Post Office Box 1520, Columbia, South Carolina, 29202-1520, hereinafter referred to as "SCDSS" and the Richland County Court Appointed Special Advocates, Richland County Judicial Center, 1701 Main Street, Room 407, Columbia, South Carolina 29201, hereinafter referred to as "CASA."

**RECITALS**

WHEREAS, this MOU provides a basic framework for work to be performed and provides safeguards (including client confidentiality, the retention of records, and compliance with applicable Federal policy; and

WHEREAS, SCDSS is the Single State Agency designated by the Governor of South Carolina as being responsible for the administration of Title IV-E of the Social Security Act; and

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 amended §474(a)(3)(B) of the Social Security Act to authorize Title IV-E Federal financial participation (FFP) for the training of members of the staff of abuse and neglect courts, agency attorneys, attorneys representing children or parents, guardians ad litem, or other court-appointed special advocates representing children in proceedings of such courts; and

WHEREAS, The CASA administers portions of Title IV-E of the Social Security Act under the supervision and control of DSS; and

WHEREAS, both the SCDSS and the CASA are committed to responsible efforts to enable children and youth to live in their own homes in a safe and stable

environment and prevent inappropriate and unnecessary placement of those children in out-of-home ("foster") care; and

WHEREAS, both SCDSS and the CASA desire to clarify their mutual responsibilities for administration of Title IV-E in general and training in particular; and

WHEREAS, SCDSS desires to expand the training and social services available to the State and increase the efficiency and effectiveness of the programs for which SCDSS is responsible; and

WHEREAS, the CASA represents to the best of its ability that has the capability to fulfill all responsibilities pursuant to this MOU and all applicable Federal and State regulations and policies.

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

## ARTICLE I

### TERM OF THE AGREEMENT

The MOU shall take effect as of October 1, 2011 and shall continue in full force and effect for five (5) years or until terminated consistent with the provisions of Article VII of this MOU.

## ARTICLE II

### DEFINITION OF TERMS

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

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

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

Allowable Expenditure, Allowable Cost: The dollar amount of a disbursement made by the CASA in the provision of service (s) which is defined as allowable by

the Finance Policy Procedure Manual or by applicable DHHS regulations, whichever provision is more restrictive.

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

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

Continuing Property Inventory: A continuing property inventory system as defined under Schedule B, Section 1, of this MOU containing all elements (A) through (H)

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

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

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

SCDSS: The South Carolina Department of Social Services.

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

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

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

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

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

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

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

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

Property Report: The report prescribed in Schedule A, Section 2 of this MOU.

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

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

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

Total Budget: The dollar amount of the total program budget specified in Article IV of this MOU.

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

Total Funds: Funds consisting of Title IV-E Federal funding provided by SCDSS and CASA State appropriated funds to be used as matching funds.

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

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

### ARTICLE III

#### CASA RESPONSIBILITIES

Within the term of the MOU, the CASA agrees to provide the following services in the manner and method herein stipulated:

A. Description of Services and Purpose

A description of the scope of services and purpose of the services to be provided by the CASA is provided in Attachment A to this MOU. This Attachment shall be revised annually by CASA and submitted to SCDSS for approval.

B. Location of Facilities

The location(s) of facilities used in providing services to be provided are within Richland County.

C. Budgets

The budget for the first year of this MOU is provided in Attachment B to this MOU. This Attachment shall be revised annually by CASA and submitted to SCDSS for approval.

D. Fees for Services

The Provider shall not be allowed to collect fees for services provided under this MOU unless SCDSS has approved the fee schedule and the budget has been adjusted to reflect the reduction in costs associated with those fees.

E. Monitoring

All services provided by the CASA under this agreement shall be under the supervision of SCDSS. Consistent with this relationship, the CASA shall collect, maintain, and report statistical data and/or information as requested by SCDSS. Such information will be used for project monitoring and evaluation and will be subject to Article III, Section G, of this MOU. At any time during normal business hours and as often as SCDSS and DHHS may deem necessary, the CASA shall make all program records and service delivery sites open to SCDSS and DHHS in order that SCDSS and DHHS may perform program reviews. SCDSS and DHHS shall have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of income or service delivery, and to on-site reviews of all matters relating to service delivery as specified by this MOU. In order to prevent the loss or misuse of information or records, the transfer of any records in the custody of the CASA is prohibited without written SCDSS authorization.

F. Compliance by CASA

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

The CASA agrees to use all Federal revenues generated under this agreement to cover all direct and indirect costs related to this agreement and, to the extent possible, expand services to children and youth. The intent of this agreement is to supplement, not supplant funding of CASA from other sources.

G. Safeguarding Information

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

H. Conditions for MOU Continuation

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

**ARTICLE IV**

**SCDSS RESPONSIBILITIES**

SCDSS agrees to purchase from the CASA and to provide the Federal share of appropriate costs incurred in the provision of the services pursuant to this MOU in the manner and method herein stipulated:

A. Payment for Allowable Expenditures Only

DSS will make payment only for allowable expenditures reasonably and necessarily incurred by the CASA in the course of providing services pursuant to this MOU. Payment by SCDSS for services provided pursuant to this MOU constitute payment in full to the CASA and the CASA shall not



bill, request, demand, solicit or in any manner receive or accept payment or contributions from the client or any other person, family member, relative, organization or entity for care or services to a client except as may otherwise be allowed under the Federal regulations or in accordance with SCDSS policy. Any collection of payment or deposits in violation of this section shall be grounds for termination of this MOU and reimbursement for any services to clients made after such collection or attempt to collect may be denied by SCDSS and shall be subject to recoupment of for any client payment made.

B. Limit on Total Reimbursement

Total reimbursement to the CASA pursuant to this MOU shall not exceed the following percentages of total actual expenditures made consistent with Attachment B of this MOU:

From October 1, 2011 through September 30, 2012 – 70%  
After October 1, 2011 – 75%

These percentages shall be discounted by the percentage of children in foster care who have been found eligible for Title IV-E. At present, this percentage is approximately 50%, but may change from quarter to quarter.

In no event shall S.C. reimburse the CASA for the appropriate percentage of the total amount set forth in Attachment B. In the event that annual expenditures for a budgeted category shall vary more than fifteen percent (15%) above the budget amount for such category as contained in the budget for this MOU, DSS shall not be liable to reimburse the CASA to the extent of the excess variance above fifteen percent (15%) unless approved by SCDSS in writing.

## ARTICLE V

### REIMBURSEMENT PROCEDURES

A. Request for Reimbursement

SCDSS will provide reimbursement only for allowable expenditures reasonably and necessarily incurred by the CASA in the course of providing services pursuant to this MOU. Invoices must be prepared on the CASA's letterhead stationery, signed in ink and submitted in a timely manner consistent with the procedures established by SCDSS.

B. Form of Report or Request

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

C. Time of Filing

Requests or reports will be filed as follows:

1. Quarterly Actual Cost Reports (Form 2215)

The CASA shall submit quarterly actual cost reports for reimbursement purposes for each quarter except the final quarter of the MOU. The final quarter information will be included in the Final Financial Report discussed later in this Article.

3. Quarterly Actual Cost Report and Final Financial Cost Report (Form 2215)

No later than thirty days after the end of the reporting period or termination of this MOU, whichever comes first.

This report will include financial information for the entire period. Total payment for the MOU cannot exceed the total budgeted amount.

D. Failure to File Report or Request

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

E. Place of Filing

Requests or reports shall be filed as follows:

Office of the Director  
South Carolina Department of Social Services  
Post Office Box 1520  
Columbia, South Carolina, 29202-1520

F. Payment or Adjustments

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

Quarterly Purchase of Service Reimbursement Request (Form 2215)

The CASA will be paid the actual allowed cost reported not to exceed the limits set forth in Attachment B. Payments may be reduced for recoupment of quarterly desk reviews and/or final desk review adjustments, for collection of field audit disallowances or due to lack of funds. Total payment for the MOU period cannot exceed the total

budgeted cost as stated in Exhibit B.

G. Final Financial Request

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

**ARTICLE VI**

**AUDITS AND RECORDS**

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

A. AUDIT REQUIREMENTS

The CASA agrees that it shall comply with any Federal and/or state audit requirements.

1. Audits of the CASA

Should the CASA expend \$500,000 or more in Federal financial assistance from all sources in fiscal years ending on or after June 30, 1997 it shall obtain an annual audit in accordance with the Single Audit Act and the revised Office of Management and Budget (OMB) Circular A-133.

2. Additional Audit Requirements - State Funds

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

3. Filing Audit Reports

Each organization required to have an audit shall supply a copy of such audit, data collection form, reporting package, any management letters associated with the audit, and CASA's corrective action plan to the South Carolina Department of Social Services, Office of Audit Services, Post Office Box 1520, Columbia, South Carolina 29202-1520, within thirty (30) calendar days of the receipt of such report but not later than thirteen (13) months after the end of the organization's fiscal year (Nine (9) months for fiscal years beginning after June 30, 1998).

4. Working Papers

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

B. CORRECTIVE ACTIONS PLANS

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

1. Notice of Exception and Disallowances

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

2. Disallowances - Appeals

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

3. Disallowances Sums, Set-Off

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

4. Interest Provision/Repayment (for Disallowed Amounts)

The CASA shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) day following the date of receipt of the notice of disallowance. The CASA may request that they be permitted to make repayment on an installment payment schedule. Such request must be made in writing within thirty (30) days of the receipt of the notice of disallowance and must contain evidence to support the CASA's allegation of financial inability to pay the sum in full. At the sole option of SCDSS, SCDSS may agree in writing to permit the CASA to repay pursuant to an installment payment schedule. The legal interest rate [S.C. Code Ann. ee34-31-20(B)] plus two percent (2%) is SCDSS rate on extended / installment repayment.

5. Audits During and After the Contract Period

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

C. ACCURACY OF DATA AND REPORTS

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

1. Maintenance of Records

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

**ARTICLE VII**

**TERMINATION OF THE MOU**

A. Termination for Lack of Funds

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

B. Termination for Breach of Contract

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

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

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

D. Notice of Termination

In the event of any termination of this MOU under this Section, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt, unless otherwise provided by law. Said termination shall be effective upon receipt of such notice.

E. Termination for Failure to Meet Conditions for Contract Continuation

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

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

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

G. Filing of Final Invoice

Upon termination of this MOU under this section, the CASA shall submit a final invoice as prescribed in this MOU before the seventh (7) day after the date of the termination.



## ARTICLE VIII

### APPEALS PROCEDURES

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

## ARTICLE IX

### COVENANTS AND CONDITIONS

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

#### A. Applicable Laws and Regulations

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

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
3. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

7. Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.
  8. Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (1976, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 45 CFR Part 76, Subpart F (1994).
  9. Health Insurance Portability and Accountability Act of 1996 (HIPPA)(45 C.F.R.), PART 164.502(e), 164.504(e), 164.532(d) and (e).
  10. Public Law 103-227, Part C, Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994, prohibits smoking in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years, if the services are partly funded by Federal programs either directly or through State and local governments.
- B. Safety Precautions. SCDSS and DHHS assume no responsibility with respect to accidents, illnesses, or other claims arising out of any work undertaken with the assistance of federal and/or state funds. The CASA is expected to take necessary steps to insure or protect itself and its personnel. The CASA shall comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.
- C. Titles. All titles used herein are for the purpose of clarification and reference only.
- D. Attorney's Fees and Legal Services. No attorney-at-law shall be engaged through the use of any funds provided by SCDSS pursuant to the terms of this MOU. Attorneys-at-law who are engaged in providing training services as described in Attachment A are exempted from this prohibition.

Further, with the exception of the attorney's fees awarded in accordance with S.C. Code Ann. §§15-77-30 (1976, as amended), SCDSS shall under no circumstances become obligated to pay attorney's fees or the cost of legal action to the CASA. The CASA shall and will pay attorney fees to SCDSS as the court may adjudge reasonable in addition to the amount of judgment and costs.

- E. Restrictions on Lobbying. In accordance with 31 U.S.C. 1352, funds received through this MOU may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

- F. Integration and Amendment. This MOU shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in an amendment to this MOU executed and approved by both parties.
- G. Extension. At the end of the term of this MOU, SCDSS shall have the option to extend or renew the MOU upon the same terms and conditions as contained herein for a period not to exceed one (1) year period; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section F of this Article.
- H. Equipment. The CASA is expressly prohibited from making any equipment purchases through this MOU without prior written approval from SCDSS. Equipment shall be considered any item with an acquisition cost of One Thousand Dollars (\$1,000) or more (including taxes and any other ancillary charges) per unit and a useful life of one (1) year or more. All equipment purchases made through this MOU without prior written approval from SCDSS shall be considered unallowable and shall be an audit exception. Such purchases shall result in an audit exception/disallowance. Title to equipment purchased with funds through this MOU shall be vested in and retained by SCDSS. The CASA must establish and maintain a record of all property purchased in accordance with the provisions of this MOU.
- I. Non-Waiver of Breach and/or Rights. SCDSS and the CASA agree that the execution and any performance of any provision of this MOU, or the continued payment of CASA by SCDSS, shall in no way affect the right of SCDSS to enforce the provisions of this MOU. Nor shall the waiver by SCDSS of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All rights or obligations are hereby preserved, protected, and reserved.
- J. Severability and Conformity with Law. The provisions of this MOU and performance hereunder are subject to all laws, regulations, ordinances and codes of the federal, state, and local governments. All terms of this MOU shall be construed in a manner consistent with the aforesaid; and should

any of the terms hereof conflict with any of the aforesaid, then the terms shall be deemed modified to conform therewith; and the remaining provisions of this MOU shall not be invalidated. The CASA agrees to comply with all the aforesaid laws and regulations as may be promulgated during the term of this MOU.

- K. Federal or State Law and Regulations. Reference to Federal or State regulations or law are believed to be the most current, but it is the CASA's responsibility to obtain updates, amendments, or other changes of these.
- L. Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this MOU shall be used in the performance of this MOU for any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".
- M. Reporting of Fraudulent Activity. If at any time during the term of this MOU, the CASA becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDSS, a recipient of or applicant for services, an employee of the CASA or SCDSS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the CASA directly to SCDSS.
- N. Incorporation of Schedules/Appendices. All schedules or appendices attached to this MOU are expressly made a part hereof and incorporated by reference. Whenever this MOU sets a higher standard than contained in a schedule or attachment, the standard set in the body of the contract shall prevail.
- O. Insurance. The CASA agrees to obtain and keep in effect comprehensive insurance covering loss of property by theft, fire, or vandalism with respect to all property purchased with any funds provided by SCDSS. Such insurance shall be maintained until the time such property is no longer in the possession of the CASA, whenever that may be. The CASA further agrees to obtain and keep in effect any other policies of insurance which may be required by law and prudent business practices for its operations.
- P. Enforcement. Any action for the enforcement of this MOU or any provision thereof, shall be instituted only pursuant to S.C. Code §§11-35-4230(Supp. 1999), which provides for resolution of contract controversies.
- Q. Disclaimer. S.C. Department of Social Services disallows and disclaims all responsibility for any liability for losses, damage, claims, demands, or costs from third parties asserted against it as a result of operations

performed by the CASA herein in the performance of this agreement; AND, the CASA acknowledges and agrees that he/she/it is an independent CASA and does not act as an agent, servant, or employee of S.C. Department of Social Services in the performance of this MOU.

- R. Hold Harmless. The CASA shall hold and save SCDSS, its officers, agents, and employees harmless from liability of any nature or kinds, including costs and expenses, for or on account of any suits initiated or injury or damages sustained by any persons or property resulting in whole or in part from the negligent or intentional acts or omissions of any employee, agent, or representative of the CASA. This Provision shall not apply to any S.C. State Agency, the Federal Government, or another state.
- S. S.C. Law Clause. Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed in this state, by submission of a signed proposal, the proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- T. Procurement Codes. When applicable, the Provider must comply with the terms and conditions of both Federal and state procurement codes in the acquisition of equipment and supplies and in all subcontracts.
- U. Subcontracts, Employees and Non-Assignability. No services required to be provided under this MOU shall be provided to a recipient by anyone other than the Provider, an employee of the Provider, or a volunteer of the Provider. Unless otherwise expressly authorized in writing, no subcontracts for the provision of services shall be entered into by the Provider. Authorized subcontracts under this MOU shall be in writing and shall be subject to the terms of the contract. The Provider shall be solely responsible for the performance of any subcontracts. All subcontracts must be submitted to DSS for written approval before any reimbursement is made or services rendered. No assignment of this MOU or any rights hereunder shall be valid without written consent of DSS.
- W. Governing Law. It is mutually understood and agreed that this MOU shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.

X. Copyrights. With respect to any pre-existing works contributed by a party for use in the Program, such party will retain all right, title or interest in and copyrights in such work.

**TESTIMONIUM**

IN WITNESS WHEREOF, The SCDSS and the CASA, by their authorized agents, have executed this MOU as of the first day of September 2011.

SOUTH CAROLINA DEPARTMENT  
OF SOCIAL SERVICES

RICHLAND COUNTY  
COURT APPOINTED SPECIAL  
ADVOCATES

"SCDSS"

"CASA"

BY: \_\_\_\_\_  
Lillian B. Koller, Esq.  
State Director

BY: \_\_\_\_\_  
J. Paige Greene  
Executive Director

FOR RICHI AND COUNTY:

BY: \_\_\_\_\_  
J. Milton Pope  
County Administrator

October 1, 2011

**Attachment "A" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Program (RCCASA)**

RCCASA is the sole entity authorized by statute to provide a volunteer Guardian ad Litem in the Richland County Family Court for cases brought forth by the SC Department of Social Services for allegations of child abuse / neglect. RCCASA is an accredited program through National CASA and adheres to the standards of volunteer management set forth through the national organization. RCCASA recruits, trains, and supports volunteers to serve in the role as Guardians ad Litem. The mission of the organization is:

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

RCCASA serves 100% of the children in need with a volunteer RCCASA Guardian ad Litem. At present, RCCASA serves an average of 1,000 children annually with the current pool of 400 volunteer guardians. On average, 120 new volunteers are trained annually and on-going training for all guardians is essential for enhancing advocacy skills. RCCASA utilizes the NCASA 30 hour training curriculum for training new guardians in addition to an added component of Diversity / Inclusion training, court observation, and one-on-one supervision and training. Upon completion of Pre-Service Training, all CASA GALs are assigned to a CASA Supervisor who is dedicated to supporting that volunteer throughout the life of their assigned cases. When a volunteer receives a new case, the CASA Supervisor meets with the volunteer within 3 days of assignment and together prepares a case plan for investigation. This individualized training component generally last for 1.5 hours per case. Following the preparation of the case plan, the CASA Supervisor maintains weekly contact with the GAL through the Merits Hearing and monthly thereafter for monitoring purposes. All RCCASA Volunteers are required to participate in 15 hours of additional training annually to maintain their active status as guardians. To assist volunteers in fulfilling compliance requirement, RCCASA offers a host of training activities. A minimum of 15 training sessions a year are conducted, video taped, and placed on the agency website. RCCASA hosts an annual statewide training conference for volunteers that is an all day event. RCCASA further provides one-on-one training between individual guardians and a CASA staff member.

The National CASA Training Curriculum includes 10 training chapters. These include:

- Introducing the Volunteer GAL Role / Law.
- Child Protection System, and the Courts
- Exploring Cultural Awareness
- Understanding Families Pt. 1 and Pt. 2
- Understanding Children
- Communicating as a GAL
- Gathering Information
- Court Report Writing & Monitoring
- Personal Safety

Additional learning components include, but are not limited to the following:

- Reviewing Child's Progress & Family Compliance
- Preparation for and participation in Court Hearings
- Completion of case documents, referral forms, correspondence, and other communications
- Preparing for and participating in court reviews to include Permanency Planning proceedings, Foster Care Review Board, agency planning for children
- Case record review for placement options, treatment plans, and compliance with court ordered services

- Consultation with CASA Attorneys and preparation of case time lines
- Participating in court negotiations, mediation, and pre-trial hearings / Records request procedures for medical, educational, psychological, and others
- Case management for family reunification and/or permanency options, including removal prevention
- Risk assessments and revisions of current service plans
- Progress and compliance with court ordered services
- Time management and priority assessment
- Communicating with DSS and other service providers.



October 1, 2011

**Attachment "B" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Office (RCCASA)**

**Federal Title IV-E Eligible Training Budget 10/1/11 to 9/30/16**

**Richland County Court Appointed Special Advocate Office**

<b>Total RCCASA Budget SFY 2011 – 2012</b>	<b>\$ 693,396</b>
<b>Estimated Training Expenses for FFY 2012</b>	<b>\$ 522,272</b>
Discounted Title IV-E Training Eligible Expenditures (50%)	261,136
Title IV-E Training Funds (70%)	182,795
Provider Match	78,341
<b>Estimated Training Expenses for FFYs 2013 – 16</b>	<b>\$2,296,268</b>
Discounted Title IV-E Eligible Training Expenditures (50%)	148,998
Title IV-E Training Funds (75%)	861,749
Provider Match	287,249
<b>Estimated Training Expenses for FFYs 2012 – 16</b>	<b>\$2,820,268</b>
Discounted Title IV-E Eligible Expenditures (50%)	1,410,134
Title IV-E Training Funds (70%)	182,795
Title IV-E Training Funds (75%)	861,749
Provider Match	365,590

***Note: Title IV-E Training Funds are available on a matching basis for eligible training activities. Estimates above are based on a one month pilot time study. Actual claims are to be filed quarterly by RCCASA, with approval of DSS. They must be based on actual expenditures and time study results for each quarter.***

---

\*Consistent with OMB Circular A-87, Attachment B, Item 31, Pre award costs are authorized. Pre award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

# Richland County Council Request of Action

**Subject**

South Carolina State Employees Association (SCSEA) (pages 123-139)

**Reviews**

## Richland County Council Request of Action

**Subject:** South Carolina State Employees Association (SCSEA)

### **A. Purpose**

Motion: County employees receive updates and information from the South Carolina State Employees Association (SCSEA).

*Mr. Jackson*

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

The information below has been copied directly from the SCSEA website [www.scsea.com](http://www.scsea.com):

#### ***History***

*The South Carolina State Employees Association, SCSEA, was originally organized in 1943 by a group of about 20 employees. This small group of employees were exceptionally astute and forward thinkers who recognized the need and importance of establishing a system of retirement for all state workers.*

*Through hard work and unprecedented ingenuity, their efforts successfully established the South Carolina Retirement System through an amendment to the State Constitution in 1945.*

*Since that time, the SCSEA has continued to serve as the primary advocate for state employees and retirees.*

#### ***State Retirement System***

*The state retirement system has approximately 530,000 plan participants. The industry standard for a public pension unfunded liability is 30 years. The state system has an unfunded liability of 37.6 years. Clearly not where we want to be, but it is important to keep the problem in perspective. As the overall economy recovers, investment returns and funding levels will continue to improve. Public pension funds have already experienced a robust recovery from the recent market downturn. The state retirement system reported returns of 14.6% in FY2010 and an unprecedented return of 18.4% in FY2011.*

*The retirement system is not at a point of no return as opponents suggest. Public pensions account for less than 4% of the state's budgetary expenditures. Conservative measures alone will strengthen the current plan to meet or even exceed industry standards. Eliminating the state's pension system, as proposed again recently by former Governor Mark Sanford, is an extreme reaction that creates panic and crisis conditions.*

*We agree, as a matter of practice, retirement plans should occasionally be reviewed to reflect new information, economic conditions, mortality improvements, and changes in patterns of retirement. From the State Employees Association's perspective however, there are certain key components that should be maintained. Those components include maintaining a defined benefits plan, protecting economies of scale for retirees, and 28 year retirement.*

*Maintaining a defined benefit plan is critical to our state and national economy. Traditional defined benefit plans are more cost effective than defined contribution plans, such as a 401K, which require employees to also become expert financial advisers. Most importantly, as we have already observed, defined benefit plans are designed to respond consistently over time to periodic market fluctuations.*

*Providing additional measures to balance retiree incomes based on the rate of inflation is another necessary plan component. Inadequate retirement income means more retirees will be dependent upon taxpayer supported health and welfare programs. Research confirms that poverty among older households lacking pension income was six times greater than those with pension income. If members of our society are self-sufficient, the need for taxpayer funded public assistance is substantially reduced.*

*Senator Glen McConnell, was recently quoted in the Post and Courier, defending legislators' special retirement benefits based primarily on low salaries. The same argument holds true for state employees. Over the years, 28 year retirement has been used to bridge, or at least to some degree lessen, the traditional gap in pay between public and private sector employment. Senator McConnell states the lower pay starves "out good people from serving." The same is true when it comes to the state's ability to recruit and retain highly qualified, long-term employees, 28 year retirement is a variable that helps balance salary shortcomings.*

*Maintaining the fundamental attributes of the current plan is a priority for the State Employees Association. The state retirement system serves more than a half a million participants. Protecting our state's retirement system, protects local economies. The research and evaluation process should continue to be approached deliberately and with uncompromising attention to details.*

Below is a company profile for SCSEA (provided by [www.manta.com](http://www.manta.com)- which provides company profiles and company information for small businesses).

Source: <http://www.manta.com/c/mm87c81/sc- state-employees-assn>

**SC State Employees Assn**  
1325 Park Street  
Columbia, SC 29201-3177  
Website: [Scsea.com](http://Scsea.com)  
Phone: (803) 765-0680

**Products or Services:** Lobbying Agencies, Lobbying Services, Lobbyist Services.

**About SC State Employees Assn**

SC State Employees Assn in Columbia, SC is a private company categorized under Lobbyists. Our records show it was established in 1946 and incorporated in South Carolina. Current estimates show this company has annual revenue of unknown and employs a staff of approximately 1 to 4.

**C. Financial Impact**

The cost would be determined based on the method the County Council decides to use to provide updates to County employees from the SCSEA.

**D. Alternatives**

1. Approve request for employees to receive updates from SCSEA. It should be noted that it is possible the SCSEA may take and lobby South Carolina Legislators on positions that differ from Richland County Council.
2. Not approve request for employees to receive updates from SCSEA. This would not prohibit employees from accessing information via the website of the SCSEA and/or joining the SCSEA if permitted to do so by the organization.
3. Take no action and employees would be able to, as they have been in the pass, to access information from SCSEA via website, attend meetings, and/or join SCSEA subject to the rules and approval of the SCSEA.

**E. Recommendation**

County employees receive updates and information from the State Employees Association.

Recommended by: Mr. Jackson Department: Council

Date: January 10, 2012

**F. Reviews**

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

**Human Resources**

Reviewed by: Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation: Based on the documentation found on the SCSEA website, it appears a primary focus of SCSEA involves lobbying SC State Senators and State Representatives. Human Resources recommends Council consider the purpose of the SCSEA and whether their objectives will always be consistent with the position of Richland County Council.

**Finance**

Reviewed by: Daniel Driggers

Date: 2/17/12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

The request is to approve a structured dissemination of information to county employees. It is recommended that Council determine if the source of data, information provided

and cost of the service adds value to the employee's ability to meet the County goals and provision of county services.

### Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Without further information on how this information would be disseminated, and who would pay for such services, I cannot give a complete legal opinion. My comment thus far is if the County is going to pay for services to the SCSEA, the entity may be required to comply with the County's lobbying policy.

### Administration

Reviewed by: Tony McDonald

Date: 2/22/12

Recommend Council approval

Recommend Council denial


Council Discretion (please explain if checked)

Comments regarding recommendation: It is understood that the intent of Mr. Jackson's motion is to provide County employees with more information about the Retirement System. Staff must raise caution regarding this effort, however, for several reasons.

First, the SCSEA is a private organization not associated, organizationally, with State Government or the State Retirement System. The information being disseminated by SCSEA, therefore, may not coincide with the adopted laws, policies and regulations that govern the Retirement System.


Secondly, SCSEA is a registered lobbying group that takes its own, independent positions on retirement related matters. It could be that some of those positions may be in direct conflict with the positions of the County Council.

Furthermore, if individual employees wish to obtain information from SCSEA, they can access the organization's website at no cost.




**THE SCSEA WHERE MEMBERSHIP COUNTS**

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 Why SCSEA  
 Why SCSEA Matters  
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 Why SCSEA Matters



"State employees are one of our state's most valuable resources. Without their dedication and commitment to excellence as demonstrated so many times and in so many ways—year after year—through every task accomplished, problem solved, new idea, and better practice created that increases efficiency and delivery of service—South Carolina's state employees are the engine that keeps our state working."



State employees not only work for the citizens of South Carolina, they are the make it—or break it—fabric, South Carolina businesses count on. Coming from the private sector after several years, gives me a fresh perspective and close-up view of just how important state employees are to the success of South Carolina businesses and the local economy."

Carlton B. Washington  
 SCSEA Executive Director

**Where Membership Counts  
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NEW POSITION HEALTH BENEFIT RETIREMENT PLAN OTHER BENEFIT

Member Login

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01-10-12 NEWS	01-06-12 NEWS
12-28-11 NEWS	12-15-11 NEWS

### State Retirement System

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### History

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**Association 101**

**GLOSSARY**

**as-so-ci-a-tion:** A group that works collectively to improve working conditions and wages.


**or-gan-iz-ing:** Drawing on the power of members' unified strength, this is the action by which members lobby for change, seek improvements in their working conditions, retirement and health benefits, and all other important issues impacting employment conditions, job security and job satisfaction.

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## South Carolina State Employees Association

### Richland/Lexington Chapter

P.O. Box 7651, Columbia, SC 29202-7651

Volume 1 - November 2011

## PRESIDENT'S MESSAGE

By: *Pat Lawter*, President, SCSEA Richland/Lexington Chapter



*President Pat Lawter*

ON April 12, 2011, the Richland/Lexington Chapter of the SCSEA held its annual meeting to elect officers and the board of directors for the 2011-2012 term. I was honored to be elected as your President. You will find a complete list of the Officers and Board of Directors in this edition of the Newsletter.

**MUCH** has happened since that meeting. In conjunction with the staff at the SCSEA office we have helped in membership drives, attended public hearings concerning the State Retirement Systems, and worked at the State Fair booth. We are making plans for the Legislative Breakfast that will be held on December 3rd.

**WE HAVE** scheduled the 2011 Legislative Breakfast for Saturday, December 3rd at the First Baptist Church in Columbia from 7:30 AM – 9:00 AM. All 15 members of the Richland/Lexington Delegation will be invited to meet with us. We hope to have members to represent each member of the delegation. The 2012 Legislative

agenda will be presented to them at that breakfast. **You must be a member of the Association or bring your completed application in order to attend.** To register, follow the instructions located in the Newsletter.

**MORE THAN** ever your membership in the SCSEA is essential. If you think that 'I am just one person', you are ... but if you are a member of SCSEA you can say 'I am one of 12,000+'. That makes a difference when you approach your legislator and ask for help with the SCSEA platform. There is a membership application in this Newsletter. Note that there is a membership campaign in process – join before December 31<sup>st</sup> ... the 1<sup>st</sup> year is half price.

**COMMUNICATION** is important for you as well as the Association and the Chapter. In this age of electronics and budget cuts we are trying to use email as much as possible. So, we need your personal email address. Contact the Association office [scsea@scsea.com](mailto:scsea@scsea.com) or 803-765-0680 to have your address added to the database for better communication.

**I LOOK FORWARD** to working with you. You may contact me at [lawterp@bellsouth.net](mailto:lawterp@bellsouth.net)

## LEGISLATIVE BREAKFAST, 2011

Submitted by: *Ford Mason*, Chair, Legislative Committee

**THE ANNUAL LEGISLATIVE BREAKFAST** will be held at the First Baptist Church Banquet Hall, located at 1306 Hampton Street, in downtown Columbia on Saturday, December 3, 2011, from 7:30 AM to 9:00 AM. Our Legislative Breakfast is one of the strongest links we have with state legislators, and it is important for state employees to demonstrate, by their attendance, that we expect our Legislative Agenda to be understood and supported. Richland and Lexington Counties are where approximately half of all state employees live and work. Consequently, we have more political influence on legislators than anywhere in the state. In this critical election year, it has never been more important to exercise our political influence and to strongly encourage the Richland-Lexington delegation to stand up and support our Legislative Agenda.

*continued at Breakfast, page 2*

Item# 13

**Breakfast** *continued from page 1*

**AS YOU KNOW THINGS HAVE NOT BEEN GOOD** for state employees and retirees in South Carolina and around the country. Many people feel that state governments are balancing their budgets on the backs of state employees. Here in South Carolina, we have had more than our share of problems. We haven't had a cost of living raise or a merit pay increase in some time, health insurance is going up 4.5% in January, employee salaries are being reduced through furloughs and lay-offs, and job terminations are continuing. Also, there is talk about ending the defined benefit retirement program, retiree COLAs, and 28 year retirement.

**THIS IS AN IMPORTANT TIME FOR YOU TO LEARN** how to maximize your political effectiveness in this difficult time for state employees. Here are some good suggestions.

- 1) **Determine** who your state House Member and Senator are. Obtain their address and phone number and be prepared to contact them throughout the year on SCSEA business. Provide the SCSEA office with your email address so you can receive important information and directions in a timely manner.
- 2) **Attend** the Legislative Breakfast and encourage other SCSEA members to attend with you. To register, follow the instructions located in the newsletter.
- 3) **Call** your House and Senate members and ask them to attend the Legislative Breakfast.

**OUR NEW EXECUTIVE DIRECTOR, CARLTON WASHINGTON**, is working hard to make our organization a stronger political force. He is counting on you to work with your representatives to help us attain our organizational goals.

**YOU MAY PARK IN THE FIRST BAPTIST CHURCH** back parking lot off Washington Street between Sumter and Marion Streets or on the nearby streets. Avoid parking on Sumter Street due to the Christmas Day Parade later that morning. Enter the Banquet Hall through the blue awning doorway facing the back parking lot. The Banquet Hall is down the hall on your right. **SEE YOU THERE!**

## MEMBERSHIP CORNER

*Submitted by: Sandra Best, Membership Committee Chair; and Pat Lawter, President, SCSEA Richland/Lexington Chapter*

The membership committee is hard at work recruiting new members and our efforts are paying off. Currently, there are **2908** members [2421 active employees and 487 retirees] in the Richland/Lexington Chapter.

### Membership Activities:

- The chapter participated in a Membership Drive Fish Fry on August 25th at the DHEC/DSS/DMH complex.

-SC-NABCJ hosted a Membership Drive Fish Fry on October 30th; 2 members were recruited.

-TBA- Fish Fry- for members and prospective members in the Broad River Road Complex/Area.

Members of the Richland/Lexington Chapter will participate in the following membership drives:

-**November 8th -11th**- South Carolina Law Enforcement Conference- Myrtle Beach SC, will be vendor for recruitment efforts.

-**December 2nd**- SC-NABCJ Annual Conference- Brookland Banquet & Conference Center.

The importance of being or becoming a member is to continue or have an association that advocates (pleads in behalf of) for state employees and retirees, as it relates to compensation and benefits; to include COLA, insurance, etc.

If you are interested in having a membership drive at your agency please contact:

Sandra Best [bestsan09@yahoo.com](mailto:bestsan09@yahoo.com) or  
Margaret West [mwest@scsea.com](mailto:mwest@scsea.com)

We thank you in advance for any and all support!

*South Carolina State Employees Association  
Richland/Lexington Chapter*

**LEGISLATIVE BREAKFAST  
SATURDAY, DECEMBER 3  
FIRST BAPTIST CHURCH  
1306 Hampton St – Columbia - 7:30 am – 9:00 am**

**TO REGISTER:  
Send an email to me at: [lawterp@bellsouth.net](mailto:lawterp@bellsouth.net)  
Deadline for registration: Monday, November 28th**

**Include the following information:  
Name – Agency of employment – contact phone # - Address  
House & Senate Districts**

\*\*\*

**Richland / Lexington Legislative Delegation**

**Richland County**

**Senate**

[John E. Courson, District 20](#)  
[Darrell Jackson, District 21](#)  
[Joel Lourie, District 22](#)  
[John L. Scott, Jr., District 19](#)

**House**

[Dr. Jimmy C. Bales, District 80](#)  
[Nathan Ballentine, District 71](#)  
[Joan B. Brady, District 78](#)  
[Mia Butler Garrick, District 79](#)  
[James H. Harrison, District 75](#)  
[Christopher R. Hart, District 73](#)  
[Leon Howard, District 76](#)  
[Joseph A. "Joe" McEachern, District 77](#)  
[Joseph H. Neal, District 70](#)  
[J. Todd Rutherford, District 74](#)  
[James E. Smith, Jr., District 72](#)

**Lexington County**

**Senate**

[John E. Courson, District 20](#)  
[Ronnie W. Cromer, District 18](#)  
[John M. "Jake" Knotts, Jr., District 23](#)  
[Nikki G. Setzler, District 26](#)

**House**

[Todd K. Atwater, District 87](#)  
[Nathan Ballentine, District 71](#)  
[Kenneth A. "Kenny" Bingham, District 89](#)  
[Marion B. Frye, District 39](#)  
[Chip Huggins, District 85](#)  
[Walton J. McLeod, District 40](#)  
[Harry L. Ott, Jr., District 93](#)  
[Rick Quinn, District 69](#)  
[L. Kit Spires, District 96](#)  
[McLain R. "Mac" Toole, District 88](#)

**"SCSEA'S BRAND NEW LOGO"**



**Richland/Lexington Chapter  
PO Box 7651, Columbia, SC 29202-7651**

## CHAPTER MEMBERS RECEIVE TOP AWARDS FOR 2011

Submitted by: *Victory Washington*

**S**HARON DORN received the Outstanding Female State Employee Award at the SCSEA Annual Meeting that was held on April 12, 2011, at the Brookland Banquet & Conference Center. This award was presented to Sharon by the Richland/Lexington Chapter of the Association "in recognition of her exceptional services to the State of South Carolina, its Employee's Association, her Chapter and community." Sharon became a member of the SCSEA in 1993 and currently serves on the Board of the Richland/Lexington Chapter. Sharon has served on the following committees: Annual Meeting, ETV, Membership, and Nominations. She is currently employed with the SC Human Affairs Commission where she serves as the Senior Investigator over the Treasury for the Benevolent Funds. Sharon was quite surprised when this award was presented to her at the Chapter's Annual Meeting. Although surprised, she was thankful and grateful for the award and to the individuals who nominated her. Sharon currently serves as Treasurer for the Chapter.

**H**ANK MACDONALD received the Outstanding Male State Employee Award at the SCSEA Annual Meeting that was held on April 12, 2011 at the Brookland Banquet & Conference Center. This award was presented to Hank by the Richland/Lexington Chapter of the Association "in recognition of his dedication and services to the State of South Carolina, its Employee's Association, his Chapter and community." Hank became a member of the SCSEA in 2000 and currently serves on the Board of the Richland/Lexington Chapter. Hank served as the chair of the Awards Committee for 2011. He is currently employed with the SC Department of Social Services in

the IT department as the Video Conferencing Coordinator. Hank was quite surprised when this award was presented to him at the Chapter's Annual Meeting. Although surprised, he was thankful for the award and felt it was such an honor coming from the individuals who nominated him.

**M**URIEL ANDERSON was the 2011 recipient of the Outstanding Retiree of the Year Award that was held on April 12, 2011 at the Brookland Banquet & Conference Center. This award was presented to Muriel by the Richland/Lexington Chapter of the Association "in recognition of her dedication and services as a retiree to the State of South Carolina, its Employee's Association, her Chapter and community." Muriel retired from the Wil Lou Gray Opportunity School in June 2000 after 33 & 1/2 years of public service. She became a member of the SCSEA in 1997 and currently serves on the Board of the Richland/Lexington Chapter. Muriel has served on the following committees: Annual Meeting, Awards, ETV, and Membership and was most recently elected as Vice President of the State Retiree Association for the Richland/Lexington Chapter. Muriel was quite honored by the award and to the individuals who nominated her. She is very proud of her years of service to the state and plans to continue her services well into her retirement.

**W**e wish to extend our congratulations to Sharon, Hank, and Muriel for their continued dedication, hard work, and services to the State of South Carolina and for receiving their respective awards!

## REFLECTIONS OF PAST SCHOLARSHIP RECIPIENTS

Submitted by: *Barbara Cheeseboro*, Chair, Scholarship Committee

**"I**n 2009 I was privileged to receive a generous SCSEA scholarship for which I am still grateful. I will be graduating from Columbia College in May of 2012 and plan to continue my education at USC Law School."  
**CYNTHIA DANIELLE LEFEBVRE**

**"T**he scholarship I received from the SCSEA in 2007 was helpful in so many ways. I used it to purchase books and other miscellaneous items, which helped made me a successful student and was able to obtain my degree in 2010. I am currently residing in Harrison, New Jersey and working with the New Jersey Nets as an account manager for inside ticket sales."  
**CHAZ Q. CHEESEBORO**

**U**pdates will be forthcoming for SCSEA 2011 scholarship awards.

## ETV TELETHON – MARCH 2011

Submitted by: *Victory Washington, Chair, ETV Telethon*

**THE RICHLAND/LEXINGTON CHAPTER OF THE SCSEA** conducted its annual community service at SCETV during their annual ETV Telethon and spring public television membership drive on Wednesday, March 9, 2011, at 6 PM at 1101 George Rogers Blvd., Columbia, South Carolina.



*Past President Veronica Reynolds chats with lady at ETV Telethon.*

**PAST SCSEA CHAPTER PRESIDENT VERONICA REYNOLDS**, and other Richland/Lexington Chapter Members Sharon Dorn, Eva Gourdine, Marietta Boykin, Alleen Ernst, Synaya Jones, Hank MacDonald, and Victory Washington volunteered their time and service, and shared the evening's spotlight along with Workshop Theatre, who were truly a great group to work with in receiving and responding numerous calls from ETV subscribers and pledgers from 6:00-11:00 PM. President Reynolds was the spokesperson for the Chapter. She was asked to speak briefly on the SCSEA's mission and goals as it related to State Employees and its contributions to SCETV on behalf of the Richland/Lexington Chapter.

**THE CHAPTER HELD ITS MONTHLY MEETING DURING THIS TIME**, which is normally held prior to the telethon's event. The evening began promptly at 6:00 pm with dinner and refreshments provided to volunteers and ETV staff by Southern Way Catering. The menu was raved about and enjoyed by everyone and was given an A+ for the evening.

**EVERYONE GATHERED AFTER DINNER FOR A QUICK BRIEFING** with Ms. Fran Johnson, Volunteer & Community Relations Coordinator, and other members of ETV staff, Ms. Debbie King and Mr. Keith Henry, were on site to help greet, train, and assist volunteers during the night's event.



*Richland/Lexington Chapter members work at ETV Telethon.*

**VOLUNTEERS RESPONDED TO A TOTAL OF ONE HUNDRED AND FORTY-FOUR CALLS** throughout the evening from subscribers and pledgers. Financial contributions totaled \$18,771 in support of ETV's public broadcasting. It was an evening of financial success and fun that ended at 11:00 PM. Volunteers from both the Chapter and Workshop Theatre were given several on-air mentions throughout the evening for their continued support of ETV and it was also stated that the Chapter and Workshop Theatre would be thanked in ETV's monthly program guide, the SCENE magazine that is distributed to 35,000+ South Carolinians, and also acknowledged in its e-newsletter that goes out to 60,000+ subscribers.



*Richland/Lexington Chapter members work at ETV Telethon.*

**IT WAS A GREAT EVENING OF FUN WITH CHAPTER MEMBERS ON LIVE TV!**



**South Carolina State Employees Association  
Richland/Lexington Chapter  
Board of Directors**

**Officers**

**Board Election - April 12, 2011**

President	Pat Lawter	Retired -DSS
Vice President	Barbara Cheeseboro	Workers Comp
Secretary	Etta Williams	DHEC
Treasurer	Sharon Dorn	Human Affairs
Legislative Chair	Ford Mason	Retired-DoC
Membership Chair	Sandra Best	SCDoC
Past President	Veronica Reynolds	LLR

<u>Name</u>	<u>Agency</u>	<u>Term</u>	<u>Name</u>	<u>Agency</u>	<u>Term</u>
<b>[Active]</b>					
Vivian Baxter	DHEC	2011-13	Marietta Boykin	PPP	2011-13
Deborah Carter	HHS	2011-13	Joe Fortune	USC	2011-13
Rosalind Harriot	House of Rep	2011-13	Jean S. Jackson	DHEC	2011-12
Synaya R. Jones	DJJ	2011-13	Hank MacDonald	DSS	2011-13
Kathy Wilson	B&CB-DIT	2011-13	Mack Williams	LLR	2011-13
Wendy G. Hollingsworth	DOT	2011-13			
<b>[Retired]</b>					
Bobbie Adkins	Retired	2011-13	Muriel Anderson	Retired	2011-12
Florist Bowman	Retired	2011-13	Alleen Ernst	Retired	2011-13
Rosalind Funk	Retired	2010-13	Faye L. Hollingsworth	Retired	2011-13
Victoria Washington	Retired	2011-13	Mary Wells	Retired	2011-13
<b>[Outstanding Service awards]</b>					
Sharon Dorn	Female	2011-12			
Hank MacDonald	Male	2011-12			
Muriel Anderson	Retiree	2011-12			

*Newsletter edited and formatted by Etta R. Williams, Chapter Member.*

**SCSEA OFFICE USE ONLY**  
 Male \_\_\_\_\_ Female \_\_\_\_\_  
 County \_\_\_\_\_ Amt \$ \_\_\_\_\_  
 Agency \_\_\_\_\_ Date Recd \_\_\_\_\_



**Mail Completed Form To:**  
 SCSEA  
 P.O. Box 8447  
 Columbia, SC 29202-8447

**Special Offer**

**New Membership Enrollment**

1 <sup>st</sup> Year Agreement		Renewal Agreement	
Name		Name	
Email Address		Email Address	
Street Address		Street Address	
City/State/Zip		City/State/Zip	
SSN	Cell Phone	SSN	Cell Phone
State Agency: _____		State Agency: _____	
Recruited by: _____		Recruited by: _____	

**(Take 50% off regular dues schedule)**

**(Use Normal Dues Schedule)**

<p><b><u>PAYROLL DEDUCTION (Active Employees)</u></b>            I hereby authorize my employer to withhold from my paycheck \$ _____ semi-monthly.</p> <p>Signature _____            Date _____</p> <p><b><u>RETIREMENT SYSTEM DEDUCTION</u></b>            I hereby authorize the Retirement System to withhold from my retirement income \$ _____ monthly.</p> <p>Signature _____            Date _____</p>	<p><b><u>PAYROLL DEDUCTION (Active Employees)</u></b>            I hereby authorize my employer to withhold from my paycheck \$ _____ semi-monthly.</p> <p>Signature _____            Date _____</p> <p><b><u>RETIREMENT SYSTEM DEDUCTION</u></b>            I hereby authorize the Retirement System to withhold from my retirement income \$ _____ monthly.</p> <p>Signature _____            Date _____</p>																								
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Associate Member			\$60.00																						

**Thank you for becoming a part of a movement to protect OUR pay and benefits!**

**From:** [cwashington@scsea.com](mailto:cwashington@scsea.com) [<mailto:cwashington@scsea.com>]  
**Sent:** Thursday, December 29, 2011 1:59 PM  
**To:** LARRY SMITH  
**Cc:** Norman Jackson; Jim Manning  
**Subject:** The SCSEA

Recently, the South Carolina State Employees Association, SCSEA, has been approached by a number of county employees relative to the ongoing debate around the SCRS. We have been requested to add these employees to the SCSEA NEWS distribution list.

The SCSEA understands that employees are limited in their access to information. News reports and articles tend to provide information after the fact. Employees are interested in receiving information on the front end and in a timely manner. They are also interested in some analysis of the issues being debated.

The SCSEA has an associate membership category that would be available to any county employee interested in joining. We are happy to provide this membership opportunity and welcome the participation of county employees with this and other common interest issues. As you know, the SCRS debate will ultimately affect over 500,000 citizen across our state, including county employees.

We would be amenable to Richland County providing all employees the opportunity to take advantage of this resource. If you have any additional questions, please contact me directly.

Carlton B. Washington, Executive Director  
South Carolina State Employees Association

THE SCSEA  
1325 Park Street  
Columbia, South Carolina 29201  
Office (803) 765-0680  
Email [cwashington@scsea.com](mailto:cwashington@scsea.com)  
Website: [www.scsea.com](http://www.scsea.com)

# Richland County Council Request of Action

**Subject**

Municipal Elections Reimbursement IGA (pages 141-147)

**Reviews**

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

**Subject:** Support of an Intergovernmental Fee Agreement between the City of Columbia and Richland County for the Management of and Reimbursement for the City of Columbia's Municipal Elections.

### **A. Purpose**

Richland County Council is being asked to support an Intergovernmental Fee Agreement between Richland County Government and the City of Columbia for the management of City of Columbia Elections by the Richland County Board of Elections and Voter Registration.

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

- Richland County Council is being asked to formalize the Intergovernmental Fee Agreement with the City of Columbia.
- Historically the Richland County Office of Elections has conducted City of Columbia Elections without a formalized agreement.
- Previously the City of Columbia has reimbursed the Office of Elections and Voter Registration for expenses associated with managing the elections minus the cost of poll workers ( in the past the City of Columbia has directly employed poll workers and the new agreement calls for the City of Columbia to reimburse the County for the costs associated with employing poll workers).
- There is a precedent for such an agreement as the Office of Elections and Voter Registration has a similar agreement with the Town of Blythewood.

### **C. Financial Impact**

- The agreement calls for the reimbursement from the City of Columbia to the Office of Elections and Voter Registration for such expenses as staff pay; ballots; mailing costs; office supplies; facility rental as well as all personnel expenses, to include overtime.
- The Director of Elections and Voter Registration estimates that the costs associated with the management of the City of Columbia's Municipal Elections to be approximately \$81,000 (Including costs associated with a potential runoff election)
- The Intergovernmental Agreement calls for the City of Columbia to reimburse Richland County Government within 30 days of receipt of the County invoice.

### **D. Alternatives**

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

Item# 14

1. Richland County Council may approve the Intergovernmental Fee Agreement
2. Richland County Council may not approve the Intergovernmental Fee Agreement

**E. Recommendation**

It is recommended that Richland County Council approve the Intergovernmental Fee Agreement between the City of Columbia and Richland County which calls for Richland County Elections and Voter Registration to be reimbursed for expenses associated with the cost of conducting City of Columbia Municipal Elections.

Recommended by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_\_\_

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 3/23/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

It is council’s discretion on approving the attached IGA with the City of Columbia. Based on discussions, my understanding is that the election oversight and reimbursement is currently in place but does not have a formal agreement. Therefore the change based on approval would be that the County would be taking responsibility for paying the poll workers for all City elections and ensuring appropriate tax and retirement withholdings and contributions are made. The agreement would require an additional payroll process and supplies for each election. It is likely that this would need to be handled outside of the normal process and would require staff overtime.

This would in essence be an outsourcing of the City payroll to the County as a third party payroll agent. The County currently has two similar situations now for:

- a) First, the oversight and payroll for elections for the Town of Blythewood. The amounts are typically immaterial and include the payroll for 5 employees. Cost recovery is obtained after payment from the Town for the payroll dollars paid but not for the cost of the election oversight, payroll administration or Employer portion of retirement contributions.
- b) Second, the County processes the bi-weekly payroll for the employees at the Township. Cost recovery is obtained from the Township each payroll prior to the checks being released. The payment includes all associated payroll cost, withholding and contributions required but no amount is included for payroll administrative cost.

We would recommend that if approved that the agreement ensure that all County cost are recovered for election oversight, payroll payments, associated payroll cost/contribution, and the cost for staff processing time.

### **Human Resources**

Reviewed by: Dwight Hanna

Date:3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Human Resources supports the comments of the Finance Director. In addition, the County (Administration, Finance, Legal, VRO & ECO, and Human Resources along with outside legal counsel) spent a considerable amount of time researching, analyzing, discussing, planning, and structuring a process with Poll Workers that met revised IRS regulations, legal requirements, payroll and accounting requirements, designing internal County processes that met all necessary obligations, and finally devising a method to process Poll Workers on and off payroll while maintaining the integrity of all decisions. Human Resources recommends the appropriate consideration for all resources expended by the County.

### **Procurement**

Reviewed by: Rodolfo Callwood

Date:3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

### **Legal**

Reviewed by: Elizabeth McLean

Date: 3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion. Daniel Driggers' concerns are valid and can easily be addressed in a language change.

### **Administration**

Reviewed by: Stephany Snowden

Date: 3/23/2012

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

STATE OF SOUTH CAROLINA    )                    FEE AGREEMENT  
   ) BETWEEN RICHLAND COUNTY AND THE  
   )                    CITY OF COLUMBIA  
 COUNTY OF RICHLAND         )                    (Election Costs)

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Richland County, South Carolina (the “County”) and the City of Columbia, South Carolina (the “City”).

WHEREAS, the County, through its Richland County Board of Elections and Voter Registration, conducts elections for the City; and

WHEREAS, the County and City wish to enter into a Fee Agreement for the conduct of such elections;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The County, through its Richland County Board of Elections and Voter Registration, shall conduct elections for the City and shall pay for all legitimate election expenses including, but not limited to, clerk and manager pay, paper ballot expenses, mailing costs, office supplies, rent for polling places, and County employee overtime, if necessary.
2. The County will, before each election and within a reasonable time to allow the City appropriate time for the budgetary process, provide an itemized estimate of expenses for such election. After the election, the County will invoice the City for all actual expenses incurred. Personnel expenses for County employees under this section shall be compiled at the hourly rate of the amount budgeted in the Annual County Budget, or at an overtime rate as applicable.
3. The City shall reimburse the County within 30 days of receipt of the invoice from the County.



4. The term of this Agreement shall be for a period of five (5) years commencing on the date of execution, and for such extension of time and upon such terms as may be mutually agreed upon.
5. The County or the City may terminate this agreement with thirty (30) days written notice to the other party. Neither party will be reimbursed for any costs associated with the execution of this Agreement.
6. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.
7. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.
8. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, the day and year first above written.

WITNESSES:

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

\_\_\_\_\_  
J. Milton Pope, Administrator  
on behalf of RICHLAND COUNTY

WITNESSES:

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

\_\_\_\_\_  
Steven A. Gantt, Interim City Manager  
on behalf of CITY OF COLUMBIA

## Cost Estimates of Conducting City of Columbia Elections

Tuesday, April 3, 2012

Tuesday, April 17, 2012 (runoff if necessary)

Number of city precincts: 53

Absentee: 1

Total: 54

Cost Components	April 3	April 17	Total
<b>Administrative</b>			
Office Supplies	250	250	500
<b>Ballots</b>			
Absentee Application Postage	180	120	300
Absentee Ballot Postage	440	245	685
Printing and Shipping Election Day	1,500	0	1,500
<b>Personnel Costs</b>			
Overtime for County Staff	3,000	800	3,800
Office Staff (Equipment loaders/ Unloaders, Phone)	1,800	1,800	3,600
Poll Clerks 53 @ \$180 per election	9,540	9,540	19,080
Poll Managers 202 @ \$120 per election	24,240	21,445	45,685
Absentee/Failsafe 15 days @ \$60 per day	0	0	0
Polling Location Technicians 11 @ \$250 per election	2,750	2,750	5,500
<b>Precincts</b>			
Rent 1 facility @ \$175	175	175	350
<b>Total</b>			
	43,875	37,125	81,000

Richland County Elections and Voter Registration: Prepared 3/13/12

Item# 14

# Items Pending Analysis

## **Subject**

Items Pending Analysis: No Action Required

a. Based on the new sewer being planned for the lower Richland County area and the possibility of assistance being provided to Low/Middle income households (LMIH) I move that staff create an ordinance that sets forth criteria for qualifications to receive assistance and that it will apply equally to all LMIH throughout Richland County (Malinowski, November 2010)

## **Reviews**