



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

|            |             |                        |                   |                    |
|------------|-------------|------------------------|-------------------|--------------------|
| Kit Smith  | Greg Pearce | Joyce Dickerson, Chair | Kelvin Washington | Valerie Hutchinson |
| District 5 | District 6  | District 2             | District 10       | District 9         |

**JUNE 22, 2010  
6:00 PM**

**2020 Hampton Street  
Council Chambers**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. Regular Session: May 25, 2010 [ pages 4 - 6]

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. Child Sexual Predator Program Grant-Sheriff's Department [ pages 8 - 11 ]
3. Contract Renewal for Detention Center Fire and Security System [ pages 13 - 14]

4. Contract Renewal for Detention Center Food Services [ pages 16 - 17]
5. Contract Renewal for Detention Center HVAC System [ pages 19 - 20 ]
6. Contract Renewal for Detention Center Medical Services [ pages 22 - 23]
7. COP's Hiring Program Grant-Sheriff's Department [ pages 25 - 28]
8. Cost Allocation for Grants [ pages 30 - 37]
9. Richland County Freedom of Information Policy [ pages 39 - 43]
10. Same Sex Interpersonal Violence Support Group Grant [ pages 45 - 47]
11. Sheriff's Vehicles Bond Ordinance [ pages 49 - 77]

## **ADJOURNMENT**



# Richland County Council Request of Action

## **Subject**

Regular Session: May 25, 2010 [ pages 4 - 6 ]

## **Reviews**

# MINUTES OF



**RICHLAND COUNTY COUNCIL  
ADMINISTRATION AND FINANCE COMMITTEE  
TUESDAY, MAY 25, 2010  
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.*

=====

## MEMBERS PRESENT

Chair: Joyce Dickerson  
Member: Valerie Hutchinson  
Member: L. Gregory Pearce, Jr.  
Member: Kit Smith  
Member: Kelvin E. Washington, Sr.

**ALSO PRESENT:** Paul Livingston, Bill Malinowski, Norman Jackson, Damon Jeter, Jim Manning, Gwendolyn Davis Kennedy, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Larry Smith, Anna Almeida, Amelia Linder, David Hoops, Stephany Snowden, Jennifer Dowden, Tamara King, Jim Wilson, Donny Phipps, Andy Metts, Pam Davis, John Hixson, Daniel Driggers, Dale Welch, Dwight Hanna, Monique Walters, Michelle Onley

## CALL TO ORDER

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

## APPROVAL OF MINUTES

**April 23, 2010 (Regular Session)** – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

## ADOPTION OF AGENDA

Ms. Hutchinson moved, seconded by Mr. Pearce, to add the Coroner's Budget Amendment Request to the agenda for action. The vote in favor was unanimous.

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

## ITEMS FOR ACTION

**Amendment to Financial Policy-Carryover Funds** – Ms. Smith moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval with the following proviso: that the carry forward monies must be used for one time expenditures or placed in an operating account. A discussion took place.

The vote in favor was unanimous.

**Business Services Center: Hospitality Tax Ordinance Amendments** – Ms. Smith moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

**Emergency Services Automatic Aid Agreement** – Mr. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**EMS Ambulance Purchase** – Ms. Smith moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation of Alternative #1: “Approve the purchase of the five ambulances now and allow staff to initiate the purchase of the two additional ambulances in the next budget year provided funding is available.” A discussion took place.

The vote in favor was unanimous.

**JUMPS \$75,000 Request** – Ms. Smith moved, seconded by Mr. Washington, to forward this item to Council with a recommendation for approval as soon as a MOU can be drafted for approval. A discussion took place.

The vote in favor was unanimous.

**Laboratory Tech-Full Time Grant—Sheriff’s Department** – Ms. Hutchinson moved, seconded by Mr. Washington, to forward to Council a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

**Pursue Properties Associated with Caughman Creek Using Hospitality Tax Funds** – Ms. Smith moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to direct staff to come up with a creative way (commercial development, partnership, conservation easement, etc.) by Third Reading.

The vote in favor was unanimous.

**Request for Contract Award-ADA Improvements-Administration and Health**

**Complex** – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**Retirement System Deduction Program for Retired Public Safety Officers**

**Insurance** – Ms. Smith moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for denial. The vote in favor was unanimous.

**Richland County Freedom of Information Policy** – Mr. Washington moved, seconded by Ms. Hutchinson, to defer this item until the June committee meeting. The vote in favor was unanimous.

**Coroner's Budget Amendment Request** – Ms. Hutchinson moved, seconded by Ms. Smith, to forward this item to Council without a recommendation. A discussion took place.

The vote was in favor.

**ITEMS FOR DISCUSSION/INFORMATION**

**List of Budget Amendments Approved by County Council during the 2009-10 Budget Year** – This item was not take up.

**ADJOURNMENT**

The meeting adjourned at approximately 6:55 p.m.

Submitted by,

Joyce Dickerson, Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

## **Subject**

Child Sexual Predator Program Grant-Sheriff's Department [ pages 8 - 11 ]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Child Sexual Predator Program/ Full-time Personnel/ No Match

### A. Purpose

*County Council is being requested to approve the grant proposal for the COPS Child Sexual Predator Program. This addition was not included in the Grant Budget Request for 2010-2011.*

### B. Background / Discussion

The Richland County Sheriff's Department will be submitting an application under the COPS Child Sexual Predator Program. This project will provide a dedicated criminal investigator to assist with the maintenance and compliance of the Richland County Sheriff's Department Sex Offender Registry. The investigator will also focus on the location and apprehension of child sexual predators. This request was not included in the original Grant Budget Request because it was unknown if Richland County would be eligible. This program is open by invitation only from the United States Attorney's Office. Richland County was one of only two nominated agencies in South Carolina. This position is required to be picked up by county funds once grant funds are no longer available. Note the grant period is twenty four months in length.

### C. Financial Impact

Once the grant is closed, Richland County will be required to maintain this position with an estimated cost of \$47,192 per year.

| Grant Program                 | Costs    | Match |
|-------------------------------|----------|-------|
| Child Sexual Predator Program | \$47,192 | \$0   |
| Total Grant Budget Request    | \$47,192 | \$0   |

### D. Alternatives

1. Approve the request to fund this program to enhance the location and apprehension of child sexual predators and to support the maintenance of the Richland County Sex Offender Registry.
2. Do not approve, forfeit funds, and decrease likelihood for future funding.



**E. Recommendation**

It is recommended that Council approve the request to approve grant proposal for the COPS Child Sexual Predator Program.

Recommended by: Department: Date:  
*Chief Deputy Dan Johnson, Richland County Sheriff's Depart. June 17, 2010*

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 6/10/10  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: No recommendation on acceptance of the grant.  
As stated in section c, approval would require the county to maintain the position and identify funding after one year.

**Procurement**

Reviewed by: Rodolfo Callwood Date:  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: No recommendation.

**Grants**

Reviewed by: Sara Salley Date: 6/15/2010  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Council Discretion

**Legal**

Reviewed by: Larry Smith Date:  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Council discretion

**Administration**

Reviewed by: Sparty Hammett Date: 6/16/10  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Council discretion.

**Grant Funded: Position Funding Request  
For Fiscal Year 2010 - 2011  
New Position Funding Request**

***Section A - Basic Information***

Requesting Department Name & Number: Sheriff

Title & Pay Grade of Position Requested: Investigator

Number of this Position Requested: 1

Will this new position require police retirement?  
(If yes you must put Y, if no you must put N) Y

|  | <i>Column 1</i>            | <i>Column 2</i>          |
|--|----------------------------|--------------------------|
|  | <i>Single<br/>Position</i> | <i>All<br/>Positions</i> |
| <b><i>Section B - Compensation</i></b>                             |                            |                          |
| Salary (must be requested at the minimum salary for the pay grade) | \$ 34,563                  | \$ 34,563                |
| FICA Expense (Salary X .0765)                                      | 2,644                      | 2,644                    |
| Regular Retirement (Salary X .0939)                                | -                          | -                        |
| Police Retirement (Police Salary X .1153)                          | 3,985                      | 3,985                    |
| Health & Dental Insurance  | 6,000                      | 6,000                    |
| Workers Compensation   | -                          | -                        |
| <b>TOTAL COMPENSATION COST</b>                                     | <b>\$ 47,192</b>           | <b>\$ 47,192</b>         |
| Grant % <u>100.00%</u>   | 47,192                     | 47,192                   |
| County match portion % _____                                       | -                          | -                        |

***Section C - Costs Associated with Position***

| Operating Costs (Supplies, Fuel, Phones, Etc.) <i>Please list below</i> | Each                  | Total            |
|---|-----------------------|------------------|
| fuel, phone, computer, radio, camera and accessories                    | <b>COST \$ 20,375</b> | <b>\$ 20,375</b> |

Does the grant help pay for these items? If so, split costs here:  
Grant portion 100  
County portion -

| Capital Costs (Equipment, Vehicle, Etc.) <i>Please list below</i> | Each                  | Total            |
|---|-----------------------|------------------|
| Vehicle   | <b>COST \$ 26,000</b> | <b>\$ 26,000</b> |

Does the grant help pay for these items? If so, split costs here:  
Grant portion 100  
County portion -

*All costs on this form are associated with this grant request ONLY and should not be included on the budget request worksheet.*

|                                |        |                  |
|--------------------------------|--------|------------------|
| <b>TOTAL COST TO GRANT \$</b>  | 47,392 | <b>\$ 47,192</b> |
| <b>TOTAL COST TO COUNTY \$</b> | -      | <b>\$ -</b>      |

**H.R. USE ONLY**

PAY GRADE \_\_\_\_\_ CLASS \_\_\_\_\_ HUMAN RESOURCES APPROVAL \_\_\_\_\_

**Richland County**  
**Grant Application Request**  
**Fiscal Year 2011 (July 2010 – June 2011)**

Complete a separate form for each grant application you intend to submit.

**Section A: Basic Information**

|  |   |   |   |
|--|---|---|---|
| 1.) Department: RCSD   |   | 2.) Dept. Contact: Traci Dove   |   |
| 3.) Grant Title of Project: Child Sexual Predator Program/Sex Offender Registry Enforcement  |   |   |   |
| 4.) Grant Program: COPS Child Sexual Predator Program  |   |   |   |
| 5.) Grantor: COPS  |   | 6.) Fund Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other<br>(check one) |   |
| 7.) Grant Period: From 10/1/10 To 9/30/12  |   | 8.) Application Due Date: June 30, 2010   |   |
| 9.) Status: <input type="checkbox"/> Application sent – date<br><input checked="" type="checkbox"/> To be submitted – date June 2010 |   | 10.) Anticipated Award Date: September 2010   |   |
| 11.) <input checked="" type="checkbox"/> New Grant? or <input type="checkbox"/> Continuation Grant?<br>(check one)                   |   | 12.) If continuation grant, what is previous grant #?   |   |
| 13. a.) Amount of grant funds requested:<br>\$200,000  | 13. b.) Percentage of total request: 100% | 14. a.) Amount of matching funds requested: \$0   | 14. b.) Percentage of total request: 0% |
| 15.) Total Project Cost: (Grant funds requested + matching funds requested) \$200,000<br>= 100%                                      |   |   |   |

**Section B: Project Description**

16.) Provide a general statement of the purpose of the grant. This project would provide funding for a dedicated full time criminal investigator, a part-time investigator and related equipment and supplies to enhance the maintenance and compliance with the Richland County Sex Offender Registry. This position would also work closely with the U.S Attorney's Office and the U.S. Marshals Service in the location and apprehension of child sexual predators.

**Section C: Financial Impact**

17.) Does grant allow administrative (indirect) costs? No If yes, what percentage? \_\_\_\_\_  
 When applying for the grant, be sure to include this amount in your budget to assist with the County's and your Department's indirect costs of managing the grant.

**Grant Personnel**

For new grants:

18. a.) How many new, full-time positions will be created by this grant? 1  
 Please complete and attach a **Grant Funded New Position Funding Request** form for each new position type (mandatory)

For continuation grants:

18. b.) How many full-time positions will be continuing with this grant?

For all:

19.) Does the grant require positions to be maintained following conclusion of the grant? Yes

20.) If yes, for how long? (i.e., one local fiscal year, 12 months, etc.) 12 months

21.) Is this grant funded through the American Recovery and Reinvestment Act? No

# Richland County Council Request of Action

## **Subject**

Contract Renewal for Detention Center Fire and Security System [ pages 13 - 14]

## **Reviews**

# Richland County Council Request of Action

## Subject: Honeywell Inc.

### A. Purpose

County Council is requested to approve the expenditure in the amount of \$ 340,348.00 for full maintenance coverage on the fire and security system for the Bluff Road Facility.

### B. Background / Discussion

Honeywell, Inc. provides full coverage on the fire and security systems. This request was first made during the 94-95 FY budget process. Council has renewed the Honeywell, Inc. contract each year since 94-95 FY. Funding for the contract has been requested in the FY 10/11 budget. This vender provided excellent service for FY 09/10.

Honeywell provide service to the security and fire system to the facility. The security system consists of motion detectors, cameras, door alarms, and control panels. The fire system consists of the sprinklers, smoke evacuators, and detectors.

### C. Financial Impact

The estimated expenditure is \$ 340,348.00 of the \$ 534,954.00 requested in Account #2100-5226, Service Contracts.

### D. Alternatives

1. Approve the request to renew the contract to Honeywell, Inc. for \$ 340,348.00 for FY 10/11.
2. Do not approve contract for the expenditure of maintenance coverage on the fire and security system for the Bluff Road Facility.

### E. Recommendation

It is recommended that Council approve the request to renew the contract for Honeywell, Inc. for \$340,348.00 for FY 10/11 .

Recommended by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010 .

### F. Reviews

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

#### Finance

Reviewed by: Daniel Driggers

Date: 6/7/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Contingent upon approval of the FY11 budget

**Procurement**

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 6-7-10

Recommend Council denial

**Legal**

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/8/10

Recommend Council denial

# Richland County Council Request of Action

## **Subject**

Contract Renewal for Detention Center Food Services [ pages 16 - 17]

## **Reviews**

**Richland County Council Request of Action**

Subject: **Food Service Management**

**A. Purpose**

County Council is requested to approve the expenditure for \$1,532,424.00 for food service.

**B. Background/Discussion**

This is an annual renewal for food service for the Alvin S. Glenn Detention Center. ABL has provided the Detention Center with quality food service for the past year.

ABL Food Service is responsible to provide the inmates housed at the detention facility a nutritious meal. This also includes special diets for medical and religious purposes. ABL will serve approximately 1,225,400 meals for FY 10/11.

**C. Financial Impact**

The estimated expenditure is \$1,532,424.00 of the \$5,051,525.00 requested in Account # 2100-5265, Professional Service. Also, additional cost would be incurred if the population exceeds 1150 on any given day.

**D. Alternatives**

1. Renew the ABL Food Service Management Contact.
2. Do not renew contract

**E. Recommendation**

It is recommended that Council approve the negotiations and renew the contract to ABL Food Service Inc for the approximate amount of \$1,532,424.00

Recommended by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 6/3/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Contingent upon funding approval

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 6/3/10



Recommend Council approval  
Comments regarding recommendation:

Recommend Council denial

**Legal**

Reviewed by: Larry Smith  
 Recommend Council approval  
Comments regarding recommendation:

Date:  
 Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett  
 Recommend Council approval  
Comments regarding recommendation:

Date: 6/9/10  
 Recommend Council denial

# Richland County Council Request of Action

## **Subject**

Contract Renewal for Detention Center HVAC System [ pages 19 - 20 ]

## **Reviews**

# Richland County Council Request of Action

**Subject: W.B Guimarin & Company, Inc.**

## **A. Purpose**

County Council is requested to approve the expenditure for \$159,075.00 on maintenance for the Bluff Road Facility Housing and Energy Plant.

## **B. Background / Discussion**

W.B. Guimarin & Company Inc. is not the only company that can service the equipment, but is a preference as the original installer. Other companies can provide service, but it would be at a higher rate and they must learn the system. This request was first made during the 94/95 FY budget process. Council has renewed the W.B. Guimarin & Company contract each year since the 94/95 FY. Funding for the contract has been requested in the FY 10/11 budget.

The company provides services to heating ventilation and the air conditioning (HVAC) system at the Detention Center. The service is needed to ensure a climate controlled environment. This aids the officers in managing the inmate population.

## **C. Financial Impact**

The estimated expenditure is \$159,075.00 of the \$534,571.00 requested in Account #2100-5226, Service Contracts.

## **D. Alternatives**

1. Approve the request to renew the contract to W. B. Guimarin & Company in the amount of \$159,075.00 for FY 10/11.
2. Do not approve the contract for the expenditure of maintenance to the Bluff Road Housing and Energy Plant from W.B. Guimarin & Company in the amount of \$159,075.00 for FY 10/11.

## **E. Recommendation**

It is recommended that Council approve the request to renew the contract for W.B. Guimarin & Company in the amount of \$159,075.00.

Recommended by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010

## **F. Reviews**

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

**Finance**

Item# 5

Attachment number 1  
Page 1 of 2

Reviewed by: Daniel Driggers  
✓ Recommend Council approval

Date: 6/03/10

Recommend Council denial

Comments regarding recommendation: Contingent upon funding approval in the FY11 budget

### **Procurement**

Reviewed by: Rodolfo Callwood

Date:6/14/2010

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### **Legal**

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### **Administration**

Reviewed by: Sparty Hammett

Date: 6/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

## **Subject**

Contract Renewal for Detention Center Medical Services [ pages 22 - 23]

## **Reviews**

**Richland County Council Request Of Action**

Subject: Renew Contract with Correct Care Solution Detention Center Medical Services

**A. PURPOSE:**

The Detention Center requests for County Council renew the medical contract with Correct Care Solutions (CCS). The renewal is for \$3,843,271.00 for FY 10/11 with Correct Care Solutions for inmate medical services.

**B. BACKGROUND / DISCUSSION:**

In September 2005, County Council decided to terminate its inmate services medical contract with Prison Health Service. After a formal procurement process, County Council elected to award CCS the inmate medical service contract for the Detention Center in March 2006.

This is an annual process for budget items over \$100,000.00 to be taken before Council for approval. The Detention Center is satisfied with the vendor service, and any issue that have come up, we have been able to resolve them quickly.

**C. FINANCIAL IMPACT:**

The estimated expenditure is \$3,843,271.00 of the \$5,051,525.00 requested in account # 2100-5265, Professional Services.

**D. ALTERNATIVES:**

1. Approve the request to renew the contract with Correction Care Solutions.
2. Do not approve renewal.

**E. RECOMMENDATION:**

The Department recommends that Council approve the request to renew the medical contract with CCS.

Recommend by: Ronaldo D. Myers Department: Detention Center Date: June 1, 2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 6/3/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Contingent upon approval of funding

Item# 6

**Procurement**

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date:6/3/10

Recommend Council denial

**Legal**

Reviewed by: Larry Smith

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

# Richland County Council Request of Action

**Subject**

COP's Hiring Program Grant-Sheriff's Department [ pages 25 - 28]

**Reviews**



# Richland County Council Request of Action

**Subject:** COPS Hiring Program/ Full-time Personnel/ No Match

**A. Purpose**

*County Council is being requested to approve the addition of fifteen full-time positions from the COPS Hiring Program. This request was not included in the Grant Budget Request for 2010-2011.*

**B. Background / Discussion**

The Richland County Sheriff’s Department is preparing an application for funding through the COPS Hiring Program. This request was not included in the original Grant Budget Request because it was unknown if Richland County would be eligible. This program is open by invitation only. Please note that the number of positions requested is subject to decrease, depending on program guidelines, which have not been released. These positions are required to be picked up by county funds once grant funds are no longer available. This grant is for three years of salary and fringe benefits of Deputies to be assigned to the patrol division.

**C. Financial Impact**

Once the grant is closed, Richland County will be required to maintain this position with an estimated cost of \$650,565 per year.

| Grant Program              | Costs     | Match |
|----------------------------|-----------|-------|
| COPS Hiring                | \$650,565 | \$0   |
| Total Grant Budget Request | \$650,565 | \$0   |

**D. Alternatives**

1. Approve the request to fund this program to provide patrol officers to increase community policing and crime response and suppression in Richland County.
2. Do not approve, forfeit funds, and decrease likelihood for future funding.

**E. Recommendation**

It is recommended that Council approve the request to approve the additional personnel request for the COPS Hiring Program.

Recommended by: Department: Date:  
*Chief Deputy Dan Johnson, Richland County Sheriff’s Depart. June 17, 2010*

## F. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 6/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approval is Council discretion. Acceptance of the grant would be an automatic increase to the recurring budget dollars for public safety of at least \$650k per year and does commit the County to adding 15 positions without funding after the grant funds are used. Based on current conditions this would equate to a .5 mill increase to the general fund tax rate.

### Procurement

Reviewed by: Rodolfo Callwood

Date: 6/16/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Grants

Reviewed by: Sara Salley

Date: 6/16/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council Discretion

### Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

### Administration

Reviewed by: Sparty Hammett

Date: 6/16/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion.

**Richland County  
Grant Application Request  
Fiscal Year 2011 (July 2010 – June 2011)**

Complete a separate form for each grant application you intend to submit.

**Section A: Basic Information**

|  |   |   |   |
|--|---|---|---|
| 1.) Department: RCSD   |   | 2.) Dept. Contact: Traci Dove   |   |
| 3.) Grant Title of Project: Hiring Program   |   |   |   |
| 4.) Grant Program: COPS Hiring Program   |   |   |   |
| 5.) Grantor: COPS  |   | 6.) Fund Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other<br>(check one) |   |
| 7.) Grant Period: From 10/1/10 To 9/30/13  |   | 8.) Application Due Date: June 16, 2010   |   |
| 9.) Status: <input type="checkbox"/> Application sent – date<br><input checked="" type="checkbox"/> To be submitted – date 6/16/10 |   | 10.) Anticipated Award Date: September 2010   |   |
| 11.) <input checked="" type="checkbox"/> New Grant? or <input type="checkbox"/> Continuation Grant?<br>(check one)                 |   | 12.) If continuation grant, what is previous grant #?   |   |
| 13. a.) Amount of grant funds requested:<br>\$2,059,155  | 13. b.) Percentage of total request: 100% | 14. a.) Amount of matching funds requested: \$0   | 14. b.) Percentage of total request: 0% |
| 15.) Total Project Cost: (Grant funds requested + matching funds requested) \$2,059,155<br>= 100%                                  |   |   |   |

**Section B: Project Description**

16.) Provide a general statement of the purpose of the grant. To provide uniform deputies to be assigned to the patrol division to perform community policing activities and general law enforcement duties.

**Section C: Financial Impact**

17.) Does grant allow administrative (indirect) costs? No If yes, what percentage? \_\_\_\_\_  
When applying for the grant, be sure to include this amount in your budget to assist with the County's and your Department's indirect costs of managing the grant.

**Grant Personnel**

For new grants:

18. a.) How many new, full-time positions will be created by this grant? 15  
Please complete and attach a **Grant Funded New Position Funding Request** form for each new position type (mandatory)

For continuation grants:

18. b.) How many full-time positions will be continuing with this grant?

For all:

19.) Does the grant require positions to be maintained following conclusion of the grant? Yes

20.) If yes, for how long? (i.e., one local fiscal year, 12 months, etc.) 12 months

21.) Is this grant funded through the American Recovery and Reinvestment Act? No

**Grant Funded: Position Funding Request  
For Fiscal Year 2010 - 2011  
New Position Funding Request**

**Section A - Basic Information**

Requesting Department Name & Number: RCSD

Title & Pay Grade of Position Requested: Deputy Sheriff

Number of this Position Requested: 15

Will this new position require police retirement? Y

(If yes you must put Y, if no you must put N)

|   | <i>Column 1</i>            | <i>Column 2</i>          |
|---|----------------------------|--------------------------|
|   | <i>Single<br/>Position</i> | <i>All<br/>Positions</i> |
| <b><u>Section B - Compensation</u></b>                                    |                            |                          |
| Salary <i>(must be requested at the minimum salary for the pay grade)</i> | \$ 31,000                  | \$ 465,000               |
| FICA Expense (Salary X .0765)   | 2,372                      | 35,573                   |
| Regular Retirement (Salary X .0939)                                       | -                          | -                        |
| Police Retirement (Police Salary X .1153)                                 | 3,574                      | 53,615                   |
| Health & Dental Insurance   | 6,000                      | 90,000                   |
| Workers Compensation  | 140                        | 2,100                    |
| <b>TOTAL COMPENSATION COST</b>  | <b>\$ 43,086</b>           | <b>\$ 646,287</b>        |
| Grant % <u>100.00%</u>  | 43,086                     | 646,287                  |
| County match portion % <u>0.00%</u>                                       | -                          | -                        |

**Section C - Costs Associated with Position**

| Operating Costs (Supplies, Fuel, Phones, Etc.) <i>Please list below</i> | Each | Total     |
|---|------|-----------|
| <b>COST \$</b>  |      | <b>\$</b> |

Does the grant help pay for these items? If so, split costs here:            Grant portion  
           County portion

| Capital Costs (Equipment, Vehicle, Etc.) <i>Please list below</i> | Each | Total     |
|---|------|-----------|
| <b>COST \$</b>  |      | <b>\$</b> |

Does the grant help pay for these items? If so, split costs here:            Grant portion  
           County portion

*All costs on this form are associated with this grant request ONLY and should not be included on the budget request worksheet.*

|                                |        |            |
|--------------------------------|--------|------------|
| <b>TOTAL COST TO GRANT \$</b>  | 43,086 | \$ 646,287 |
| <b>TOTAL COST TO COUNTY \$</b> | -      | \$ -       |

**H.R. USE ONLY**

PAY GRADE \_\_\_\_\_ CLASS \_\_\_\_\_ HUMAN RESOURCES APPROVAL \_\_\_\_\_

# Richland County Council Request of Action

## **Subject**

Cost Allocation for Grants [ pages 30 - 37]

## **Reviews**

# Richland County Council Request of Action

**Subject:** Cost Allocation: Grants

## **A. Purpose**

County Council is requested to approve a cost allocation plan to allocate a portion of grant budgets to cover administrative costs of administering County project grants, as well as charge outside agencies an application and administration fee when applying for, and administering pass-through grants.

## **B. Background / Discussion**

For every County-administered grant that is awarded, significant County staff time must be devoted to the application, processing of grant agreements, reimbursement requests, reimbursement payments, reports, and various other administrative tasks. In order to maximize the use of grant funding and cover the cost of administering grants, the following fees are proposed for all future grant requests. These fees are proposed prospectively, beginning with the FY2011 budget year.

This practice of cost allocation was recommended by the County Administrator, and approved by County Council beginning in the FY 11 budget year. This request is in line with the cost allocation initiative.

For internal grants (project implemented by the county), administrative costs must be written in to the grant. Applications will be required to include the maximum amount of administrative costs in the grant budget as allowed. Allowable administrative costs vary by granting agency and are usually based on a percentage of the grant funds for which applied.

The same attention to administration costs for internal County grants needs to be addressed when Richland County applies for grants on behalf of outside organizations. To cover the cost of these grants, staff proposes that all outside agencies pay an application fee of \$150, and administrative fees if the grant is awarded.

As outlined in the attached proposal, the administrative fees would either be written into the grant or charged directly to the outside organization if administrative fees are not an allowable cost covered by the grant. If administrative fees are written into the grant, Richland County would retain at least 50% of the allowed maximum amount. If administrative fees are not allowed by the grant, the outside agency must pay a fee according to the following schedule:

*Non-Profit/Governmental Rates:*

|                              |   |
|------------------------------|---|
| Grants Less than \$250,000   | .25% of Grant Funds (Up to \$625)       |
| Grants \$250,000 - \$500,000 | .50% of Grant Funds (\$1,250 - \$2,500) |
| Grants \$500,001 and Up      | .75% of Grant Funds (\$3,750 and up)    |

*For-Profit Rate:*

|                              |   |
|------------------------------|---|
| Grants Less than \$250,000   | .50% of Grant Funds (Up to \$1,250)     |
| Grants \$250,000 - \$500,000 | .75% of Grant Funds (\$1,825 - \$3,750) |
| Grants \$500,001 and Up      | 1% of Grant Funds (\$5,000 and up)      |

**C. Financial Impact**

Revenues from grant application and administrative fees will depend on the number of grants Richland County applies for, and the number and size of outside agency grants we administer, once awarded.

**D. Alternatives**

1. Approve the cost allocation request to allocate administrative fees for internal grants and charge outside application and administrative fees to organizations for pass-through grants.
2. Do not approve this request, causing the County to absorb all costs of administering grants.

**E. Recommendation**

*It is recommended that Council approve the request to allocate administrative fees for internal grants and charge outside application and administrative fees to organizations for pass-through grants.*

Recommended by: Sara Salley Department: Admin Date: 6/9/2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 6/16/10  
 ✓ Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith Date:  
 ✓ Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Administration**

Reviewed by: Roxanne Ancheta Date: June 16, 2010  
 ✓ Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: This proposal is consistent with the cost allocation initiative approved by Council beginning with the FY 11 budget.

## Richland County Grant Administrative Fees

Current economic realities have made it necessary to begin exploring options for recovering at least a portion of the staff costs that the County will incur in connection with the financial benefits that others will derive from the grant assistance provided by the County. This practice of cost allocation was recommended by the County Administrator, and approved by County Council beginning in the FY 11 budget year.

All fees proposed in this report are intended to merely defray a reasonable portion of the County's costs without discouraging prospective applicants from partnering with the County.

In order to maximize the use of grant funding and cover the cost of administering grants, the following fees are proposed for all future grant requests beginning in the FY 2011 budget year.

### **I. Richland County as Applicant for County Programs and Functions**

When applying for any grant on the County's behalf, departments must apply for the maximum administrative cost as allowed for each grant. Amounts and percentages of allowed costs, if any, will be outlined in the grant guidelines/NOFA.

Administrative costs, if allowable, are dependent on the granting agency. These funds help offset the cost of administering the grant, including financial oversight and accounting of funds, reporting financial and program data, and compliance to grant regulations. For example, a \$1,500,000 grant may allow up to 10 % or \$150,000 in administrative costs.

This policy will be added to the Richland County Grant Procedure Manual.

### **II. Richland County as Fiscal Agent for an Outside Organization**

Often, Richland County is requested to apply for grants in partnership with outside organizations (pass-through/conduit/set-a-side grants, etc.) and act as the fiscal agent for this outside organization. Other times, Richland County may be asked to be the lead applicant for large projects or partner-oriented program grants. By becoming the grant applicant, Richland County is agreeing to encumber administrative and financial responsibilities of the grant.

All partner requests must run through the Grants Manager's office. Organizations who want to partner with Richland County must fill out a **Partnership Request Form** (Attachment 1) which will outline what is expected of Richland County. Attachments to this form will include guidelines for the grant and a sample or draft grant agreement (if available). Information entered on this form will allow the County to assess applicable fees.

#### A. Grant Application Processing Fee

A "flat rate" fee would be paid with every grant application that is submitted to the County on behalf of an outside organization without regard to whether that application results in a grant award. Grant application fees must be paid by the grant deadline for submitting applications. If the fee is not paid by the application submission due date, the application will not be submitted.

Significant County staff time must be devoted to the review, analysis and processing of every application that is received by the County, even if a grant is not eventually awarded. The amount of work required is generally unrelated to the amount of the grant request, which makes the "flat rate" approach more logical than a fee that is based on a fixed percentage of the grant request.



Duties related to application include, but are not limited to: review of guidelines, review of application material by the partnering organization to ensure accuracy and completeness, gathering of information provided for County portion, writing letters of support, obtaining signatures, and legal review.

*Proposed Fee:*

- **\$150**

*Restrictions/Exceptions:*

- No grant application fees would be due for applications related to County-initiated projects on County-owned property.
- The County must make it clear to organizations that the fees are being imposed by the County and not by the granting agency.
- Exceptions may apply.

**B. Grant Administration Fee**

The same attention to administration costs for direct County grants needs to be addressed when Richland County applies for grants on behalf of outside organizations.

For every County-administered grant that is awarded, significant County staff time must be devoted to the processing of grant agreements, reimbursement requests, reimbursement payments, reports, and various other administrative tasks. The amount of work required is related, at least in part, to the amount of the grant award – for example, larger awards typically involve more invoices to review and more reimbursement requests and payments to process – which makes a percentage-based fee fairer and more logical than a “flat rate” approach.

At this time, there is no fee for these services which include, but are not limited to:

- Financial oversight and compliance
- Legal review of award documents
- If federal, funds may add to cost of the County’s yearly audit
- Drawdown of funds
- Making requests for reimbursement of funds from Granting Agency
- Handling requests for reimbursement of funds from outside agency implementing project
- Financial Reporting (could be pushed to outside org)
- Program Reporting (could be pushed to outside org)
- ARRA Reporting (could be pushed to outside org, if applicable)

Every grant situation is different and there are opportunities where Richland County can pass administrative duties such as performance reporting on to the partnering agency.

Staff has determined, through research that counties in South Carolina are not charging for grant services as outlined in this proposal. Some are interested and are looking to us to provide a model. The results of a SC Association of Counties survey sent on our behalf are attached (Attachment 2).

**1. Write administrative fees into the grant proposal.**

When allowed by the granting agency, Richland County as the lead applicant should write in the appropriate administrative costs just as we will do for direct County grants. The County, as lead applicant, would be the recipient of not less than 50% of the allowed maximum amount of administrative fees to cover the cost of administering the grant. It should be noted that the City of Columbia collects the full amount (100%) of allowed administrative costs written into each grant they administer for outside organizations.

In cases where the grant process is more complicated, a percentage would be determined by the maximum percentage allowed in the grant as well as the expectation of the County and outside organization. The Partnership Request Form would assist in determining the percentage that Richland County retains.

**2. Create an administrative fee based on services provided.**

This fee would come into play when administrative fees cannot be written into the grant or do not cover the cost of the County's services. Outside organizations that want to partner with Richland County will need to pay out of pocket to cover County administrative costs.

**Richland County Grant Administrative Fees:**

*Non-Profit/Governmental Rates:*

|                              |   |
|------------------------------|---|
| Grants Less than \$250,000   | .25% of Grant Funds (Up to \$625)       |
| Grants \$250,000 - \$500,000 | .50% of Grant Funds (\$1,250 - \$2,500) |
| Grants \$500,001 and Up      | .75% of Grant Funds (\$3,750 and up)    |

*For-Profit Rate:*

|                              |   |
|------------------------------|---|
| Grants Less than \$250,000   | .50% of Grant Funds (Up to \$1,250)     |
| Grants \$250,000 - \$500,000 | .75% of Grant Funds (\$1,825 - \$3,750) |
| Grants \$500,001 and Up      | 1% of Grant Funds (\$5,000 and up)      |

Fees above would include:

- Financial oversight and compliance
- Legal review of award documents and MOU agreements
- Additional burden of the cost of the County's yearly audit
- Drawdown of funds from granting agency
- Making requests for reimbursement of funds from Granting Agency
- Handling requests for reimbursement of funds from outside agency implementing project
- Financial reporting oversight
- Program reporting oversight
- ARRA Stimulus reporting oversight, if applicable

*Restrictions/Exceptions:*

- If the County Administrator determines that administration of a specific grant will place extraordinary burdens upon the County, a higher administrative fee may be charged with authorization of the County Council if in compliance with the terms of the grant.
- No grant administration fees would be due for applications related to County-initiated projects on County-owned property.
- The County must make it clear to organizations that the fees are being imposed by the County and not by the granting agency.
- Exceptions may apply.

## Attachment 1 – Grant Partnership Request Form

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone, Fax, Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Grant Program Name: \_\_\_\_\_

CFDA #: \_\_\_\_\_ Granting Organization: \_\_\_\_\_

Due Date: \_\_\_\_\_ Funded through ARRA Stimulus Funds:  Yes  No

### **Budget**

Grant \$ \_\_\_\_\_

Organization \$ \_\_\_\_\_

County \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Total Project \$ \_\_\_\_\_

Is a Grant Match Required  Yes  No

If yes, describe how you will secure the match amount and indicate if match is in hand.

### **Project Information**

Project Description

Describe the Benefit to Community/County

### **County Responsibilities**

Why must Richland County apply for these funds? Provide documentation, if applicable.

Detail your expectations of Richland County as a partner in this grant.

Please check all duties you expect Richland County to perform as the applicant.

Application and grant writing assistance

Financial Reporting

Program Reporting

ARRA Reporting, if applicable

Other, Please Describe: \_\_\_\_\_

Please attach the following documents:

- Letter of request on organization letterhead
- Detailed budget (if available)
- Grant guidelines and applicable forms

Attachment Two – County Survey

SCAC Survey: May 2010

**Pass-Through Grant Administration Fees**

Q: Does your county charge outside agencies a fee to administer pass through-grants? If so, how do you determine the fee amount?

| County   | Charge to Administer Pass-Through Grants | Comments   |
|--|--|--|
| Allendale  | No                                       |  |
| Bamberg  | No                                       |  |
| Berkeley   | No                                       |  |
| Calhoun  | No                                       |  |
| Charleston   | No                                       |  |
| Cherokee   | No                                       |  |
| Chester  | No                                       | Chester County has not handled any pass through grants.  |
| Clarendon  | No                                       | Not at present but are considering it.   |
| Dillon   | No                                       |  |
| Edgefield  | No                                       | Have discussed starting some sort of fee and would be interested to find out results of survey.  |
| Greenville   | No                                       |  |
| Horry  | No                                       |  |
| Jasper   | No                                       | Would be interested in results of survey.  |
| Lancaster  | No                                       | Lancaster County does not charge but we have relatively few of these type grants and they are all for other governmental bodies such as the School District. We probably would not agree to serve as pass through for a NGO without significant safeguards in place. |
| Laurens  |  | No   |
| Lee  | No                                       |  |
| McCormick  | No                                       | McCormick does not administer grants for outside agencies.   |
| Oconee   | No                                       | Our council approves administrative oversight by county staff given capacity within their workday.   |
| Pickens  | No                                       |  |
| Richland   | No                                       |  |
| <b>Summary: Response Rate: 20 out of 46 Counties (43%)</b><br><b>Responded No: 20 Counties (100%)</b><br><b>Responded Yes: 0 Counties (0%)</b> |  |  |

# Richland County Council Request of Action

**Subject**

Richland County Freedom of Information Policy [ pages 39 - 43]

**Reviews**

## Richland County Council Request of Action

**Subject:** Richland County Freedom of Information Policies and Procedures Manual

### **A. Purpose**

Richland County Council is being asked to approve an official policy which would govern how Richland County departments will respond and efficiently comply with Freedom of Information requests. The proposed policy complies with the South Carolina Freedom of Information Act Statute and seeks to centralize and streamline how these requests are handled, while establishing a uniform fee structure.

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

Each year the county processes several hundred official FOI requests. Currently, the vast majority of these requests are documented by the county Ombudsman for follow up by departments, however as it stands there is no official county policy on how these requests should be processed or a uniform policy on the fees that should be charged particularly for requests requiring intensive research and documentation (copies).

It is therefore requested that Richland County Council adopt the official policy proposed in the Richland County Policies and Procedures Manual which complies with the South Carolina Freedom of Information Act. Among the highlights of this policy:

- Calls for the County Ombudsman's Office to compile and maintain a computerized log of all FOIA requests (something which currently takes place, though unofficially).
- All FOIA requests must be in writing and include the date, specific information being requested, as well as contact information and signature of the requester.
- The department receiving the request must date and time stamp the FOIA immediately upon receipt and retain a copy on file in their respective office.
- The policy calls for all requests to be responded to within 15 days, excluding Saturdays, Sundays, and holidays, after receipt of a written request.
- The County shall provide full disclosure of public records in its possession or control, except those specifically exempted by the state's FOIA.
- The policy clearly states a fee structure for copying and researching information (page 2), which includes \$.25 per page for copying and an hourly fee for record research based on the hourly rate (salary) of the person researching the records requested.

**C. Financial Impact**

There is no financial impact on adopting this policy, rather it will streamline and make uniform the current unofficial policy.

**D. Alternatives**

1. Approve the request to adopt of the official policy governing how FOI requests are handled.
2. Do not approve the official policy government how FOI are processed.

**E. Recommendation**

It is recommended that Council approve the request to adopt the Richland County Policies and Procedures Manual governing how FOI requests are handled and processed.

Recommended by: Stephany Snowden                      Department: PIO                      Date: 5/13/2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers    Date: 5/17/10  
 Recommend Council approval     Recommend Council denial  
 Comments regarding recommendation: I would recommend approval but would suggest, for clarification, that the policy be amended to include language that the fee is considered revenue to the County and not a reimbursement to County departments.

**Legal**

Reviewed by: Larry Smith    Date:  
 Recommend Council approval     Recommend Council denial  
 Comments regarding recommendation: Council discretion

**Administration**

Reviewed by: J. Milton Pope    Date: 5-19-10  
 Recommend Council approval     Recommend Council denial  
 Comments regarding recommendation: Recommend approval



RICHLAND COUNTY  
POLICIES AND PROCEDURES MANUAL

Policy Title: Freedom of Information  
Section: 1  
Department: Administrative Policy Number: AD-070  
Effective Date:  
Page: 1 of 3

I. Purpose

To establish a policy, which complies with the South Carolina Freedom of Information Act (FOIA) in a responsive, appropriate and efficient manner. Richland County will attempt to provide the fullest and most rapid public access to County records and information so the rights of an informed public remain protected. FOIA requests must be responded to within 15 days, excluding Saturdays, Sundays and holidays, after receipt of a written request. The County recognizes the competing interest of personal privacy and the right of the public to have access to information concerning the conduct of the public's business. The County shall provide full disclosure of public records in its possession or control, except those specifically exempted by the state's FOIA.

II. Policy

It shall be the policy of Richland County to adhere to the following procedure:

- A. All FOI requests must be in writing to include the date, specific information being requested, name, address, phone number and signature of the requester.
- B. The department receiving the request must date and time stamp the FOI immediately upon receipt and retain a copy on file in the respective office.
- C. All requests under the South Carolina Freedom of Information Act must be faxed or hand delivered to the County Administrator's office the same day received addressed to the attention of :

The County Administrator  
Richland County Government  
P.O. Box 192, Suite 4069  
Columbia SC 29204  
Fax: 803-576-2137

- D. The County Administrator or his designee will advise the respective department and requestor once a determination is made whether the information requested is exempt from disclosure. FOI Requests must be responded to within the 15 days, excluding Saturdays, Sundays and holidays after receipt of the written request. If an attorney's opinion is needed on an issue related to availability of records, the County Administrator or his designee will ask for an extension agreement by letter. The County Administrator or designee will provide a copy of this letter, along with the request to the County Attorney for preparation of the opinion and/or appropriate response. If any agreement is made that varies the requirements of the Act, it must be made in writing with a copy delivered to the requestor acknowledging the agreement.

E. Public records and documents are open for inspect and/or copy and the public should be permitted to review them upon request if reasonable. However, such inspections shall be appropriately supervised.

Section 30-4-30(a) of Code of Laws of South Carolina (1976), as amended provides that:

“any person has a right to inspect or copy ad public record of a public body, except as otherwise provided by Section 30-4-40, in accordance with reasonable rules concerning time and places of access.”

F. Section 30-4-30 (b) Code of Laws of South Carolina (1976), as amended provides that:

“The public body may establish and collect fees not to exceed the actual cost of searching for or making copies of records. Fees charged by a public body must be uniform for copies of the same record or document. However, member s of the General Assembly may receive copies of records or documents at no charge from the public bodies when their request relates to their legislative duties. The records must be furnished at the lowest possible cost to the person requesting the records. Records must be provided in a form that is both convenient and practical for use by the person requesting copies of the records concerned, if it is equally convenient for the public body to provide the records in this form. Documents may be furnished when appropriate without charge or at a reduced rate charge where the agency determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if the documents are subject to disclosure. Nothing in this chapter prevents the custodian of the public records from charging a reasonable hourly rate for making records available to the public nor requiring a reasonable deposit of these costs before searching for or making copies of the records.” Pursuant to this section of the Code of Laws, Richland County shall adhere to the following fee schedule:

| <b>Service</b>   | <b>Fee</b>  |
|--|---|
| a. Copying Fee   | \$.25 per page. Hourly fee shall be based on the hourly rate of the person researching the records requested. |
| b. Record Research   |   |
| c. Information provided by fax   | \$50. Per hour, with a minimum charge of \$50.00 compliance time Based on actual cost of media                |
| d. Special computer programming fees and computer system data                                  |   |
| e. Computer medial used to store data requested and transmit same to individual making request | \$.08 per line (*applies in cases where a “hard copy” print out is requested).                                |
| f. Computer system printing time   |   |

and paper costs

- G. The County Administrator or his designee will obtain a written listing of any applicable costs, from the respective department (s), based on the fees as set forth about. The County Administrator or his designee will advise the requestor once a determination is made relating to applicable costs. If the requestor decided to proceed with the FOI requests a deposit shall be required when the County reasonably believes fees shall exceed \$25.00 The deposit shall be equal to the total anticipated costs for searching and copying records. All deposits must be paid in advance.
- a. Requestors are encouraged to make their requests as specific as possible to minimize unnecessary costs.
  - b. Research cots shall not be charged if the entire process of making the information available takes less than one (1) hour.
  - c. It is not necessary for any County department to produce any reports, written or computerized, in any format other than that already kept by the department.
- H. The Richland County Ombudsman’s Office will compile and maintain a computerized log of all FOI requests.
- I. The County Administrator’s office will strive to make this process as efficient and responsive as possible while complying with the law and appropriately respecting confidentiality of exempt records/documents.
- J. Persons with questions regarding compliance with the FOIA and whether certain County information is a public record should contact the Richland County Attorney’s Office.

Date: \_\_\_\_\_ County Administrator \_\_\_\_\_

# Richland County Council Request of Action

## **Subject**

Same Sex Interpersonal Violence Support Group Grant [ pages 45 - 47]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Same Sex Interpersonal Violence Support Group/ No Personnel/ 25% Cash Match

### A. Purpose

*County Council is being requested to approve a grant proposal that was not included in the Grant Budget Request for 2010-2011.*

### B. Background / Discussion

The Richland County Sheriff's Department has applied for a grant from the South Carolina Department of Public Safety, STOP Violence Against Women Act program. This project will provide funds for licensed therapists to conduct weekly support group sessions for victims/survivors of same sex interpersonal violence.

### C. Financial Impact

| Grant Program                                 | Costs         | Match        |
|---|---------------|--------------|
| Same sex interpersonal violence support group | \$6750        | \$2250       |
| <hr/> Total Grant Budget Request              | <hr/> \$6,750 | <hr/> \$2250 |

### D. Alternatives

1. Approve the request to fund this program to provide for support group services to victims/survivors of same sex interpersonal violence.
2. Do not approve, forfeit funds, and decrease likelihood for future funding.

### E. Recommendation

It is recommended that Council approve the request to approve the grant request for the Same Sex Interpersonal Violence Support Group.

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

*Chief Deputy Dan Johnson, Richland County Sheriff's Depart. June 17, 2010*

**F. Reviews**

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

**Finance**

Reviewed by Daniel Driggers:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 5/28/10

Recommend Council denial

**Grants**

Reviewed by: Sara Salley

Recommend Council approval

Comments regarding recommendation: Council Discretion

Date: 6/1/2010

Recommend Council denial

**Legal**

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/1/2010

Recommend Council denial

**Richland County  
Grant Application Request  
Fiscal Year 2011 (July 2010 – June 2011)**

Complete a separate form for each grant application you intend to submit.

**Section A: Basic Information**

|  |   |   |   |
|--|---|---|---|
| 1.) Department:RCSD  |   | 2.) Dept. Contact:Traci Dove  |   |
| 3.) Grant Title of Project:Same Sex Interpersonal Violence Support Services  |   |   |   |
| 4.) Grant Program:STOP Violence Against Women Act  |   |   |   |
| 5.) Grantor:SCDPS-OJP  |   | 6.) Fund Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other<br>(check one) |   |
| 7.) Grant Period: From 10/1/10 To 9/30/11  |   | 8.) Application Due Date: May 18, 2010  |   |
| 9.) Status: <input checked="" type="checkbox"/> Application sent – date 5/18/10<br><input type="checkbox"/> To be submitted – date |   | 10.) Anticipated Award Date: September 2010   |   |
| 11.) <input checked="" type="checkbox"/> New Grant? or <input type="checkbox"/> Continuation Grant?<br>(check one)                 |   | 12.) If continuation grant, what is previous grant #?   |   |
| 13. a.) Amount of grant funds requested:<br>\$6452   | 13. b.)Percentage of total request: 75% | 14. a.) Amount of matching funds requested: \$2151  | 14. b.)Percentage of total request: 25% |
| 15.) Total Project Cost: (Grant funds requested + matching funds requested) \$8603<br>= 100%                                       |   |   |   |

**Section B: Project Description**

16.) Provide a general statement of the purpose of the grant. This project will provide funds for licensed therapists to conduct weekly support groups for victims/survivors of same sex interpersonal violence.

**Section C: Financial Impact**

17.) Does grant allow administrative (indirect) costs? No If yes, what percentage? \_\_\_\_\_  
When applying for the grant, be sure to include this amount in your budget to assist with the County's and your Department's indirect costs of managing the grant.

**Grant Personnel**

For new grants:

18. a.) How many new, full-time positions will be created by this grant? 0  
Please complete and attach a **Grant Funded New Position Funding Request** form for each new position type (mandatory)

For continuation grants:

18. b.) How many full-time positions will be continuing with this grant? 0

For all:

19.) Does the grant require positions to be maintained following conclusion of the grant? N/A

20.) If yes, for how long? (i.e., one local fiscal year, 12 months, etc.)

21.) Is this grant funded through the American Recovery and Reinvestment Act? No.

# Richland County Council Request of Action

## **Subject**

Sheriff's Vehicles Bond Ordinance [ pages 49 - 77]

## **Reviews**



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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BONDS, SERIES 2010C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2009, for purposes of computation of the County's constitutional debt limit, is \$1,360,107,180 which excludes exempt manufacturing property of \$18,817,230. Eight percent of such sum is \$108,808,574. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$38,720,000. Thus, the County may incur not exceeding \$70,088,574 of additional general obligation debt within its applicable debt limitation.

The County intends to issue simultaneously with the bonds authorized herein not to exceed \$13,400,000 General Obligation Bonds, Series 2010A and \$2,100,000 General Obligation Bonds, Series 2010B, the par amounts of which will also count against the County's constitutional debt limit.

(f) The American Recovery and Reinvestment Act of 2009 (the "ARRA"), Pub.L. 111-5, Feb. 17, 2009, 123 Stat. 115, amends the Internal Revenue Code of 1986, as amended (the "IRC"), to provide for the issuance of Build America Bonds ("BABs") if (a) the interest on such obligation would otherwise be excludable from gross income under Section 103 of the IRC; (b) such obligation is issued before January 1, 2011; and (c) the issuer makes an irrevocable election to have Section 54AA of the Code apply to the obligation. BABs are taxable obligations which provide a tax credit in the amount of 35% of the interest payable by the issuer, either as an annual credit to the respective bondholders under Section 54AA(a) of the IRC, or, if the bond is qualified under Section 54AA(g) of the IRC, and the issuer so elects, as an annual direct payment to the issuer under Section 6431 of the IRC.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year (the "Project"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$2,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$2,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2010C, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(g) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator the authority to determine whether the Bonds shall be issued as traditional tax-exempt bonds or shall be issued as BABs

In connection with the issuance of traditional tax-exempt bonds, the County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; and (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

In connection with the issuance of BABs, the County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) to determine the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided it reflects the lowest cost of borrowing to the County; (g) to determine whether the tax credit shall be provided as a credit to the bondholders or as a direct payment to the County; and (h) to make an irrevocable election to have Section 54AA of the IRC apply to the Bonds, such that a portion of the Bonds may be issued as BABs.

The County Administrator is further authorized to determine, upon advice of the County's Bond Counsel and Financial Advisor, if the Bonds should be sold together with the Series 2010A Bonds and/or the Series 2010B Bonds as one or more series.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the

case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference. If the Bonds are issued as BABs, appropriate changes will be made in the form of the bonds attached hereto as Exhibit A.

SECTION 8. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. To the extent allowed by law, the Auditor and Treasurer of the County, may consider the amounts available as an annual direct payment to the County under Section 6431 (or other relevant section) of the IRC when levying and collecting the taxes provided for herein, if the Bonds are issued as BABs.

SECTION 9. Notice of Initiative and Referendum. The County Council hereby delegates to its Chair and the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Chair and the Administrator are authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial

ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale. Appropriate modifications shall be made in the Notice of Sale if the Bonds are offered to purchase as BABs.

SECTION 14. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 15. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

SECTION 18. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 19. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 20. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the IRC with respect to the Bonds to be issued as BABs. The

County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 21. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclair & Associates, LLC, as Financial Advisor, in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]



Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Livingston, Chairman  
Richland County Council

(SEAL)

ATTEST THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2010:

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of County Council

RICHLAND COUNTY ATTORNEY’S OFFICE

\_\_\_\_\_  
Approved As To LEGAL Form Only  
No Opinion Rendered As To Content

Date of First Reading:  
Date of Second Reading:  
Publication of Notice of  
Public Hearing:  
Date of Public Hearing:  
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND  
GENERAL OBLIGATION BONDS, SERIES 2010C

No. R-

|                                |                                |                                      |              |
|--------------------------------|--------------------------------|--------------------------------------|--------------|
| <u>INTEREST</u><br><u>RATE</u> | <u>MATURITY</u><br><u>DATE</u> | <u>ORIGINAL</u><br><u>ISSUE DATE</u> | <u>CUSIP</u> |
|--------------------------------|--------------------------------|--------------------------------------|--------------|

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with [the American

Recovery and Reinvestment Act of 2009], the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2010.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

\_\_\_\_\_ as Registrar

By: \_\_\_\_\_ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed  
by an institution which is a  
participant in the Securities  
Transfer Agents Medallion  
Program (“STAMP”) or similar  
program.

\_\_\_\_\_  
NOTICE: The signature to this  
agreement must correspond with  
the name of the registered holder as  
it appears upon the face of the  
within Bond in every particular,  
without alteration or enlargement or any  
change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

## FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on \_\_\_\_\_, 2010, enacted Ordinance No. \_\_\_\_\_ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BONDS, SERIES 2010C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$2,000,000 General Obligation Bonds, Series 2010C (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,  
South Carolina

## FORM OF NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2010C  
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2010, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Bonds, Series 2010C, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ \_\_\_\_\_ General Obligation Bonds, Series 2010C, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

**PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.**

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2010; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

|             |                             |             |                             |
|-------------|-----------------------------|-------------|-----------------------------|
| <u>Year</u> | <u>Principal<br/>Amount</u> | <u>Year</u> | <u>Principal<br/>Amount</u> |
|-------------|-----------------------------|-------------|-----------------------------|

The Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, until they mature.

[Redemption Provisions]

Municipal Bond Insurance: The County has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. [To the extent allowed by law, the County Auditor and County Treasurer may consider the amounts available as an annual direct payment to the County under Section 6431 (or other relevant section) of the IRC when levying and collecting the taxes provided for herein, if the Bonds are issued as BABs.]

Good Faith Deposit: No good faith deposit is required.



Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ \_\_\_\_\_ General Obligation Bonds, Series 2010C, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2010, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054 or Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1301 Gervais Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net).

RICHLAND COUNTY, SOUTH CAROLINA  
s/ \_\_\_\_\_  
Chair, County Council

## FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2010, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, the senior member of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“National Repository” means for purposes of the Rule the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Repository” means the MSRB, each National Repository and the State Depository (if any).

“State Depository” means any public or private depository or entity designated by the State of South Carolina as a state information depository (if any) for the purpose of the Rule. The list of state information depositories maintained by the United States Securities and Exchange Commission shall be conclusive as to the existence of a State Depository. Currently, the following depositories are listed by the Securities and Exchange Commission as available State Depositories:

1. Municipal Advisory Council of Michigan  
1445 First National Building  
Detroit, Michigan 48226-3517  
(313) 963-0420 (phone)  
(313) 963-0943 (fax)  
[jackie@macmi.com](mailto:jackie@macmi.com)
2. Municipal Advisory Council of Texas  
PO Box 2177  
Austin, TX 78768-2177  
(512) 476-6947 (phone)  
(512) 476-6403 (fax)  
[mac@mactexas.com](mailto:mac@mactexas.com)
3. Ohio Municipal Advisory Council  
9321 Ravenna Road, Unit K  
Twinsburg, OH 44087-2445  
(330) 963-7444 (phone)  
(800) 969-OMAC (6622) (phone)  
(330) 963-7553 (fax)  
[sid\\_filing@ohiomac.com](mailto:sid_filing@ohiomac.com)

“Trustee” means the institution identified as such in the document under which the Bonds were issued.

“Voluntary Report” means the information provided to the Disclosure Dissemination Agent by the Issuer pursuant to Section 7.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each National Repository and the State Depository (if any) not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2009. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with each National Repository and the State Depository (if any).

(e) The Disclosure Dissemination Agent shall:

- (i) determine the name and address of each Repository each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with each National Repository, and the State Depository, (if any);
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with each National Repository, and the State Depository (if any);
- (iv) upon receipt, promptly file the text of each disclosure to be made with each National Repository or the MSRB and the State Depository (if any) together with

a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. “Principal and interest payment delinquencies,” pursuant to Sections 4(c) and 4(a)(1);
2. “Non-Payment related defaults,” pursuant to Sections 4(c) and 4(a)(2);
3. “Unscheduled draws on debt service reserves reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(3);
4. “Unscheduled draws on credit enhancements reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(4);
5. “Substitution of credit or liquidity providers, or their failure to perform,” pursuant to Sections 4(c) and 4(a)(5);
6. “Adverse tax opinions or events affecting the tax-exempt status of the security,” pursuant to Sections 4(c) and 4(a)(6);
7. “Modifications to rights of securities holders,” pursuant to Sections 4(c) and 4(a)(7);
8. “Bond calls,” pursuant to Sections 4(c) and 4(a)(8);
9. “Defeasances,” pursuant to Sections 4(c) and 4(a)(9);
10. “Release, substitution, or sale of property securing repayment of the securities,” pursuant to Sections 4(c) and 4(a)(10);
11. “Ratings changes,” pursuant to Sections 4(c) and 4(a)(11);
12. “Failure to provide annual financial information as required,” pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement;
13. “Other material event notice (specify),” pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative.

- (v) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

### SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement under the headings: “Security,” “Outstanding Indebtedness,” “Assessed Value of Taxable Property in the County,” “Estimated True Value of All Taxable Property in the County,” “Tax Rates,” “Tax Collections for Last Five Years,” and “Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with each of the National Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

#### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Bond holders;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds;
11. Rating changes on the Bonds;
12. Failure to provide annual financial information as required; and
13. Other material event notice (specify) \_\_\_\_\_.

The Issuer shall promptly notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure

Disclosure Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Agent to disseminate such information, and the date the Issuer desires for the Disclosure Agent to disseminate the information.

(c) If the Disclosure Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Agent shall promptly file a notice of such occurrence with the State Depository (if any) and (i) each National Repository, or (ii) the MSRB.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports filed pursuant to Section 7(a), the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Agent to so advise the Issuer shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

THE ISSUER AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or



question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of New York (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RICHLAND COUNTY, SOUTH CAROLINA,  
as Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer                      Richland County, South Carolina  
Obligated Person(s)                Daniel Driggers, Finance Director  
Name of Bond Issue:                General Obligation Bonds, Series 2010C, \$ \_\_\_\_\_  
Date of Issuance:                    \_\_\_\_\_, 2010  
Date of Official Statement        \_\_\_\_\_, 2010

CUSIP Number: \_\_\_\_\_ CUSIP Number: \_\_\_\_\_



**EXHIBIT C**  
**MATERIAL EVENT NOTICE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

\_\_\_\_\_

Number of pages of attached material event notice: \_\_\_\_

Description of Material Events Notice (Check One):

1.  Principal and interest payment delinquencies
2.  Non-Payment related defaults
3.  Unscheduled draws on debt service reserves reflecting financial difficulties
4.  Unscheduled draws on credit enhancements reflecting financial difficulties
5.  Substitution of credit or liquidity providers, or their failure to perform
6.  Adverse tax opinions or events affecting the tax-exempt status of the security
7.  Modifications to rights of securities holders
8.  Bond calls
9.  Defeasances
10.  Release, substitution, or sale of property securing repayment of the securities
11.  Rating changes
12.  Failure to provide annual financial information as required
13.  Other material event notice (specify)
14. \_\_\_\_\_

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: \_\_\_\_\_

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on \_\_\_\_\_, 2010, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$2,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year (the "Project"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,  
SOUTH CAROLINA

s/ \_\_\_\_\_  
Chair