



**RICHLAND COUNTY COUNCIL
SPECIAL CALLED MEETING AGENDA**

DECEMBER 17, 2013

8:00 PM

CALL TO ORDER THE HONORABLE KELVIN E. WASHINGTON, SR., CHAIR

INVOCATION THE HONORABLE JIM MANNING

PLEDGE OF ALLEGIANCE THE HONORABLE JIM MANNING

Approval Of Minutes

1. Regular Session: December 10, 2013 [PAGES 4-11]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

2. a. Solid Waste Contract Extensions

Citizen's Input

3. For Items on the Agenda Not Requiring a Public Hearing

Report Of The County Administrator

4. a. Transportation Penny: Short-Listed Program Development Teams

Report Of The Clerk Of Council

5. a. REMINDER: Transportation Penny Short List Presentations, January 6, 2014, 9:15 AM, Council Chambers

Report Of The Chairman

6. a. Personnel Matter

Report Of Development And Services Committee

7. Approval of the Richland County Neighborhood Improvement Program Five-Year Project Plan
8. Sewage Sludge Spray Field Applications
9. Hopkins Water Tank Logo
10. Crane Creek Pedestrian Trail and Nature Center Construction Award
11. **Richland County Community Garden Program [PAGES 21-29]**

Report Of Administration And Finance Committee

12. Ending the Hospitality Tax Program
13. PPACA (Patient Protection and Affordable Care Act) Compliance
14. Approval of a Family Court Social Worker/Juvenile Mental Health Court Coordinator for the Solicitor's Office and a Senior Application Support Analyst for the Information Technology Department
15. Appraisal for Huger Street Properties

Other Items

16. REPORT OF THE DECKER AD HOC COMMITTEE:
 - a. Recommendations to Full Council
17. Internal Audit Contract [ACTION] **[PAGES 35-60]**

Citizen's Input

18. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

19. a. I move that Richland County fund the Relax It's OK 2B Single Valentine's Day Gala at \$50,000 [WASHINGTON]

Adjournment



Special Accommodations and Interpreter Services

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

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: December 10, 2013 [**PAGES 4-11**]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
DECEMBER 10, 2013
6:00 PM**

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	Kelvin E. Washington, Sr.
Vice Chair	Greg Pearce
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Member	Torrey Rush

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Brad Farrar, Amelia Linder, Geo Price, Beverly Harris, Rob Perry, Sara Salley, Tracy Hegler, John Hixon, Dale Welch, Justine Jones, Chad Fosnight, Tige Watts, Chris Gossett, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

INVOCATION

The Invocation was given by the Honorable Joyce Dickerson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Joyce Dickerson

APPROVAL OF MINUTES

Regular Session: December 3, 2013 – Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

Mr. Malinowski brought it to staff's attention that the item entitled: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Codes; Section 6-168, Requirements; so as to reference the 2012 Edition of the International Building Code" should have been listed as approved for Third Reading in the minutes.

Mr. Livingston moved, seconded by Ms. Dickerson, to reconsider the minutes. The vote in favor was unanimous.

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

ADOPTION OF THE AGENDA

Mr. Pearce moved, seconded by Mr. Malinowski, to adopt the agenda as distributed. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. **Personnel Matter**
- b. **Richland School District One Election Update**

CITIZENS INPUT

No one signed up to speak.

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated that he presented the Council with a copy of the One Book, One Columbia book, a One Book, One Columbia button and a flyer. The Township Auditorium will be hosting Pat Conroy on Thursday, February 27th at 7:00 PM.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Introduction of New Employees** – Mr. McDonald introduced Mr. Chris Gossett, Deputy Transportation Director; Chad Fosnight, Capital Projects Manager; and Tige Watts, Senior PIO Officer; to the Council.
- b. **Midlands Green Event of the Year** – Mr. McDonald stated that Solid Waste was awarded the Green Event of the Year for the 2013 Recycles Day at the State Fairgrounds.

- c. **Richland School District One Election Update** – This item was taken up in Executive Session.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Township Auditorium Holiday Drop-In, Wednesday, December 18th, 5:30-8:30 PM, Township Auditorium** – Ms. Onley stated that the Township Auditorium Holiday Drop-In has been rescheduled to Wednesday, December 18th, 5:30-8:30 PM at the Township Auditorium.
- b. **REMINDER: Columbia International Festival Christmas Drop-In, Thursday, December 12th, 4:30-7:30 PM, International Friendship Ministries, 610 Pickens Street** – Ms. Onley reminded Council of the Columbia International Festival Christmas Drop-In, Thursday, December 12th, 4:30-7:30 PM, International Friendship Ministries, 610 Pickens Street.
- c. **REMINDER: State of the Penny, December 16th, 6:00 PM, Council Chambers** – Ms. Onley reminded Council of the State of the Penny, December 16th, 6:00 PM in Council Chambers.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce stated that it was noteworthy that the reason the Township Holiday Drop-In had to be rescheduled was to accommodate the Dave Chappelle concert.

REPORT OF THE CHAIR

- a. **Personnel Matter** – This item was taken up in Executive Session.
- b. **Courthouse Ad Hoc Committee Meeting** – Mr. Washington stated he will be contacting the committee members in order to structure the committee. There will likely be sub-committees that will need to be formed in the future.
- c. **Landlord Task Force** – Mr. Washington stated that a task force needs to be set up to assist landlords to navigate through the legal processes and recoupment of damages and costs.

PRESENTATIONS

Tre Tailor – Relax Productions – Ms. Taylor gave a brief overview of the program “Relax It’s Ok 2b Single”.

APPROVAL OF CONSENT ITEMS

- **13-35MA, Charles Marshall, Jr., RS-LD to TROS (4.23 Acres), 9875 Windsor Lake Blvd., 19907-06-01 & 08 [SECOND READING]**

Mr. Pearce moved, seconded by Ms. Dickerson, to approve the consent item. The vote in favor was unanimous.

THIRD READING

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters – Mr. Pearce moved, seconded by Ms. Dickerson, to defer this item until the January 7, 2014 Council meeting.

Mr. Pearce withdrew his motion to allow discussion.

Mr. Pearce moved, seconded by Mr. Rose, to defer this item until the January 7, 2014 Council meeting.

<u>For</u>	<u>Opposed</u>
Jackson	Dixon
Rose	Malinowski
Pearce	Manning
Washington	Jeter
Livingston	
Dickerson	
Rush	

The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds, so as to clarify and revise the language therein – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote was in favor.

SECOND READING

An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$50,000 of Hospitality Tax Unassigned Fund Balance for the Famously Hot New Year's Celebration – Ms. Dickerson moved, seconded by Mr. Rose, to approve this item. The vote was in favor.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Richland County Comprehensive Plan Update Vendor Selection – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Lexington/Richland Alcohol and Drug Abuse Council – 1** – Mr. Malinowski stated that the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- b. **Planning Commission – 1** – Mr. Malinowski stated that the committee recommended advertising for the vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee – 2** – Mr. Malinowski stated that the committee recommended re-advertising for the vacancies. The vote in favor was unanimous.
- b. **Building Codes Board of Appeals – 1** – Mr. Malinowski stated that the committee recommended re-advertising for the vacancy. The vote in favor was unanimous.
- c. **Central Midlands Council of Governments – 1** – Mr. Malinowski stated that the committee recommended re-advertising for the vacancy. The vote in favor was unanimous.
- d. **Employee Grievance Committee – 4** – Mr. Malinowski stated that the committee recommended appointing Ms. Barbara White. The vote in favor was unanimous.
- e. **Hospitality Tax Committee – 2** – This item was held in committee.
- f. **Lexington/Richland Alcohol and Drug Abuse Council – 2** – This item was held in committee.
- g. **Midlands Workforce Development Board – 1** – Mr. Malinowski stated that the committee recommended appointing Ms. Kenya L. Mingo. The vote in favor was unanimous.
- h. **Planning Commission – 1** – This item was held in committee.
- i. **Richland Memorial Hospital Board – 3** – This item was held in committee.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **South Carolina Department of Transportation Intergovernmental Agreement** – Mr. Livingston stated there were minor changes to the SCDOT IGA. The changes are as follows:

1. The SCDOT changed the wording “Department” to “SCDOT”.
2. The Utilities wording was revised to read “Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases municipalities, counties and special purpose groups and district owned and operated utilities, in that case, the County, may elect to use some program funds to relocate those utilities.”
3. Construction Activities: “(5) ...agrees to respond to the County within 20 business days” instead of 20 calendar days.

A discussion took place.

The vote in favor of the committee’s recommendation was unanimous.

CITIZENS’ INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:50 p.m. and came out at approximately 7:34 p.m.
=====

- a. **Richland School District One Election Update** – Ms. Dickerson moved, seconded by Mr. Livingston, to direct the Administrator to pursue lawful means to recover outstanding election costs relative to this item. The vote in favor was unanimous.
- b. **Personnel Matters** – No action was taken.

MOTION PERIOD

- a. **Resolution Honoring Dutch Fork High School Football Team on their State Championship win [MALINOWSKI]** – Mr. Malinowski requested unanimous consent to adopt a resolution honoring the Dutch Fork High School Football Team on their State Championship win. The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Dixon, to reconsider this item. The motion failed.

ADJOURNMENT

The meeting adjourned at approximately 7:36 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Torrey Rush

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

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Richland County Community Garden Program [**PAGES 21-29**]

Richland County Council Request for Action

Subject: Richland County Community Garden Program

A. Purpose

The purpose of this request is to approve and provide resources (funding and staffing) for the implementation of a Community Garden Program in Richland County to be administered by the Neighborhood Improvement Program.

B. Background / Discussion

Recent healthy initiative efforts of Richland County affords an opportunity to implement a community garden program to provide places where neighbors can gather to cultivate plants, vegetables and fruits. This recommendation is also in line with the County's Master Planning efforts. For example, the Broad River Neighborhoods Master Plan recommends the implementation of a community garden. Additionally, a community garden can improve nutrition, physical activity, community engagement, safety and economic vitality for a neighborhood and its residents.

In the past, several community organizations attempted to construct community gardens in their neighborhoods. Unfortunately, challenges, such as liability expenses, code restrictions and a lack of resources made it difficult to complete the project. It is staff's opinion, that these challenges can be overcome by an organized County-wide community garden program administered by the Neighborhood Improvement Program (NIP).

This request includes two parts. First, is a general proposal for the creation of the CGP (#1 below). Second (#2 below), the request identifies an inaugural site that could be implemented in the very near term.

1. Community Garden Program

The Richland County community garden program will be a collaborative effort between the Neighborhood Improvement Program, Richland County School District Two (District Two), Richland County Neighborhood Council (RCNC) and Clemson Cooperative Extension (CCE) Service.

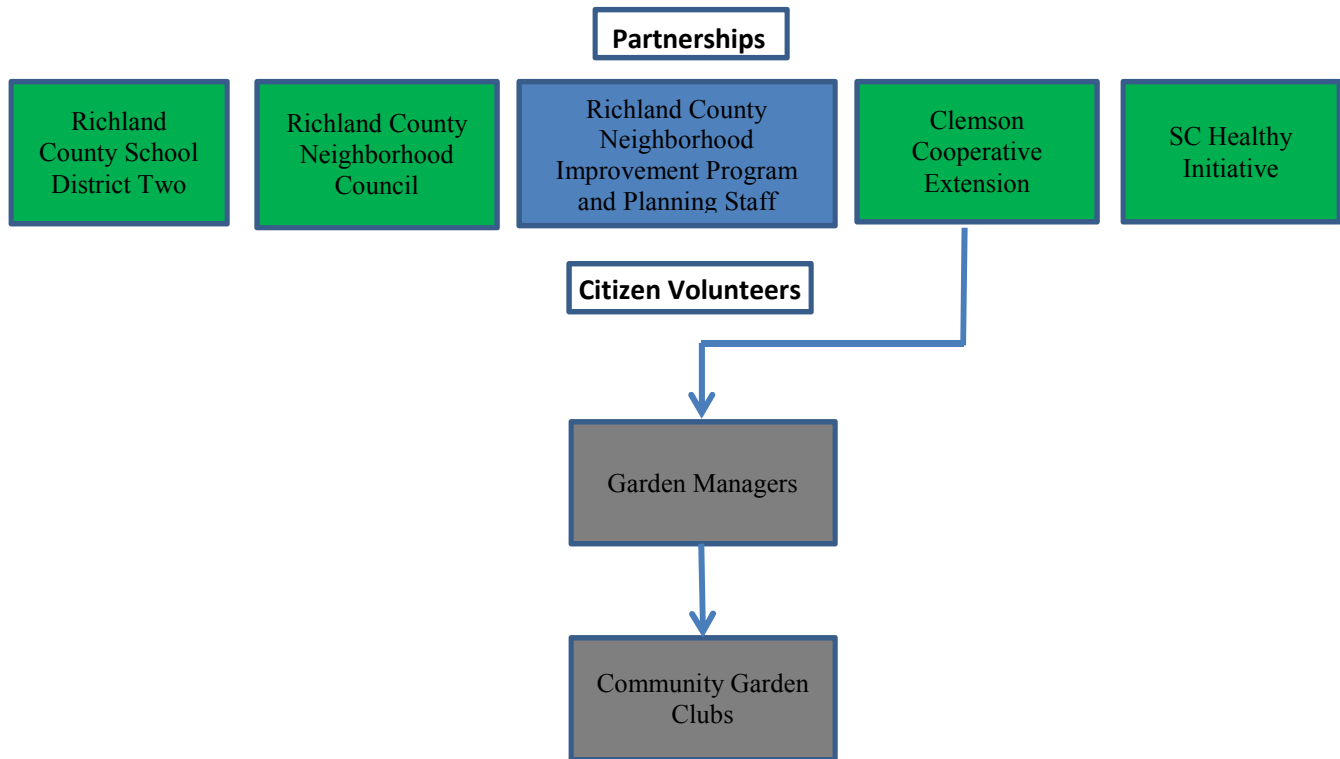
The Richland County NIP staff will oversee the construction of the community garden, maintain a Garden Club with volunteers for each garden site, implement rules and administer an education plan to be executed by CCE that will aid in maintaining each respective site.

District Two has donated land for a potential inaugural garden site, described in #2 below, and may be an on-going partner in identifying future sites.

NIP will work with RCNC to market and promote the community garden concept throughout Richland County neighborhoods.

The organizational flow chart below outlines the framework for the Community Garden Program and identifies the role of each partner.

Community Garden Program Organizational Chart



Program, Partner and Citizen Volunteer Breakdown

Neighborhood Improvement

- The primary role of the County is to administer the community garden program.

District Two

- The primary role of District Two is to provide/donate land to be used as a site for the inaugural garden and possibly additional gardens.

Clemson Cooperative Extension

- The role of CCE is to assist the County with site evaluations and gardening education.

Garden Managers

- Local residents will be designated as managers and will participate in CCE training to serve as garden supervisors. Managers are required to be knowledgeable of gardening practices and certified as a Gardner through CCE.

SC Healthy Initiative (Eat Smart, Move More, Weigh Less Richland County)

- Healthy Initiative may serve as a possible source of grant funding.

The community garden will be open to all who are willing to sign a gardening agreement (see attached). Each garden plot will be leased annually at a rate of \$20. The monies collected from the lease fee will be used to offset some of the cost incurred from maintaining the garden site.

2. Inaugural Garden

Through discussions with Richland County School District Two, an initial garden site has been identified. The property for the inaugural garden will be donated by District Two at the corner of Faraway Drive and East Boundary Street (shown in attachment).

This garden will require the following:

- The construction and maintenance of a community garden site consisting of twenty (20), 4x6 foot raised garden beds;
- 1-2 compost bins to provide a continued source of fertilized soil; and
- A rain water collection system to assist with irrigation.

C. Legislative/Chronological History

Determining the feasibility of a County-wide Community Gardening Program was approved by the Development and Services Committee on September 24, 2013 and discussed at the October 1, 2013 Council meeting.

D. Financial Impact

No funding sources have been identified at this time. The estimated cost to construct the inaugural garden site is shown below. It is assumed that all gardens will cost approximately the same with donated land.

Inaugural Garden Cost Breakdown (Estimated)	
Water backflow/testing/permits	\$2,000.00
Water meter and connection fee	\$3,000.00
Drip Irrigation System	\$2,500.00
Top soil/mulch	\$2,250.00
Picket Fencing	\$4,500.00
Recurring Maintenance Fees*	\$2,250.00
Message Board	\$1,500.00
Garden timbers (20 4x6 beds)	\$7,000.00
Total estimated cost	\$25,000.00
<i>Approximations of cost estimates are based upon figures provided by CCE, Mecklenburg County and Richland County Recreation Commission.</i>	

* The majority of the items needed for the construction of the garden sites are one-time costs. However, the maintenance of the site is a recurring cost.

It is anticipated, if this request is approved, Council will identify funding sources for the inaugural site and on-going program. Additionally, current NIP staff can oversee the construction and

management of the inaugural garden, but additional staffing would be requested to manage the on-going program, if approved.

E. Alternatives

1. Approve both the Community Garden Program and Inaugural Site and identify funding sources for both.
2. Approve only the Community Garden Program and funding source.
3. Approve only the Inaugural Site and funding source.
4. Approve either item but do not identify a funding source.
5. Deny both items.

F. Recommendation

It is recommended that County Council approve and fund the Richland County Community Garden Program and Inaugural Site.

Recommended by: Tracy Hegler Department: Planning/NIP Date: 11/26/2013

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 12/10/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Requested program seems consistent with Neighborhood Improvement Program (NIP) and is recommended by the Director. I would recommend that the program approval be contingent upon all required funding being available within the NIP current funding level. If not then an alternative funding source would need to be identified.

Sustainability

Reviewed by: Anna Lange Date:12/10/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Conservation

Reviewed by: James Atkins Date: 12/10/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Community gardens are an important tool to address numerous health related issues and promote neighborhoods. The Conservation Department currently works with a number of collaborators (Clemson, USC, USDA, SCDA and Sustainable Midlands) to promote local and sustainable food production. We would request to be added to the partnership list to create synergies between our land-standing efforts and the Community Garden Program.

Support Services

Reviewed by: John Hixon Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: The program that has been described clearly would appear to generate a positive impact on the communities. The statement as noted

in the Financial Impact section “additional staffing would be requested to manage the on-going program” is correct. The time resources of existing maintenance staff are stretched very thin as we work to maintain the current and additional facilities added this year, especially during the growing season as we work to maintain over 200 acres of property at more than 50 occupied County buildings.

The funding noted for reoccurring maintenance would probably cover water and some items such as mulch, but would not be sufficient to cover repair costs of the irrigation system, beds, fencing, or plant replacements.

Legal

Reviewed by: Brad Farrar

Date: 12/12/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council, subject to future review of any leases referenced in the background (e.g., for garden plots, etc.).

Administration

Reviewed by: Sparty Hammett

Date: 12/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval and funding for the initial project from NIP and that Council direct staff to seek grant funding for future expansion. Further expansion of the program without grant funding would result in a reduction of NIP funds available for Master Plan projects.

Attachments:

Richland County Community Garden Program Application & Guidelines

GUIDELINES FOR PARTICIPANTS

- If you must abandon the plot for any reason, you will notify the garden manager, who in turn will notify NIP staff.
- Keep trash out of the plot and respect neighboring plots.
- Do not bring pets into the garden.
- If plot becomes neglected, you will be given two (2) weeks' notice to make improvements. At that time, if improvements are not made to the plot it will be re-assigned or tilled in.
- Do not plant illegal or poisonous plants.
- Do not garden after sundown.
- Children may not play in the community gardens.
- There is a limit of two (2) plots per household.
- Gardeners are responsible for maintaining pathways surrounding their garden plot.
- Each garden plot should have a stake with their plot number on it.
- Be considerate of your neighbors. Do not plant sprawling or tall crops that might interfere with other plots.
- Harvest only from your assigned plot.
- Mulch with hay, grass clipping, or leaves to reduce water evaporation.
- Place all weeds, plant residue and organic waste in designated compost areas only.
- Please remove trash and litter and discard in appropriate waste container.
- Plastic mulches are prohibited due to problems associated with clearing plots in the fall.
- The Richland County Neighborhood Improvement Program cannot guarantee protection against vandalism or theft. Any vandalism should be reported to the garden manager.
- Gardeners agree to vacate county property upon 30 days' notice, if/when property must be utilized for other public purposes.
- Please make every effort to follow all gardeners' guidelines and Richland County rules and regulations.

APPLICATION FORM FOR RICHLAND COUNTY COMMUNITY GARDEN PLOT

Please print:

NAME _____
ADDRESS _____ ZIP CODE _____
PHONE _____ E-mail _____

Conditions:

If assigned a plot, I will comply with the garden rules established by Richland County and the garden association rules and by-laws.

Failure to comply with any of these requirements may result in termination of gardening privileges after a two-week written notice.

I agree to pay the County rental fee and any associated deposits and fees required by the Community Garden Program.

I will work at least five (5) hours per week in my garden plot; other gardeners who are not signatories to this application or members of the Garden Club are not authorized to maintain my plot for more than a short period in my absence.

Dated _____ Signed _____

Return this application to:
Richland County Neighborhood Improvement Program
2020 Hampton St.
Columbia, SC 29202

Inaugural NIP Garden Site Aerial View:

Faraway Drive and E. Boundary Road

Three parcels of land, donated by Richland County School District Two.

1839 Faraway Dr. - R19703-12-35

1835 Faraway Dr. - R19703-12-34

1831 Faraway Dr. - R19703-12-33



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- a. Recommendations to Full Council

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Internal Audit Contract **[ACTION]** **[PAGES 35-60]**



BUILD YOUR CITY, COUNTY & COUNTRY

235 Peachtree Street, N.E. – Suite 400 – Atlanta, GA 30303 | (404) 465-3382 | info@bycprogram.org | www.bycprogram.org

July 29, 2013

Tony McDonald
County Administrator
Richland County
2020 Hampton Street P.O. Box 192
Columbia, SC 29202

Dear Jeff:

- Letter of Engagement

This Letter of Engagement (“LOE”) is entered into between BYC.ORG (“BYC”) and Richland County of South Carolina (“Customer”) on this 29th day of July, 2013 (“Effective Date”) and establishes the scope, terms and conditions associated with the delivery of business consulting, analysis and advisory work (“The Services”). This LOE will govern the relationship between the parties until such a time when (i) a Services Agreement between the parties superseding this LOE is executed or (ii) the term of this LOE expires.

- Engagement Objective

Assist Richland County in identifying and defining opportunities for improving operations issues in key departments through process definition and evaluation.

- Scope of Services

BYC’s primary role is to work with Richland County to assess current state processes, envision future state processes, determine gaps and develop an action plan for addressing gaps. BYC will provide these services to the Customer for the following key departments:

1. Procurement Department
2. Public Works Department
3. Utilities Department
4. Information Technology Department
5. Legal Department

Note: As time permits, a high level prioritization framework will be applied to other non-key departments that are not the primary focus of our efforts to provide a sense of relative scale for the “key departments” that are part of the scope of this engagement.

- Key Deliverables and Timeline

As a part of The Services, BYC will deliver a series of deliverables to Customer including, but not limited to, the following:

Deliverable	Description	Estimated Duration
Current State Assessment	Document describing business objectives, current state process capabilities and culture.	3 Weeks
Future State Vision and Gap Analysis	Document describing future state process vision, current state process gaps and opportunities for process improvement.	3 Weeks
Action Plan	Document organizing opportunities into initiatives or strategic theme mapped to a high level milestone-based plan (roadmap).	2 Weeks

Material changes to the Deliverables set forth in this LOE may require changes to the Services Fees.

- Project Governance

BYC and Customer will conduct weekly status meetings for the duration of the engagement. During each status meeting BYC will deliver a status report to Customer detailing the progress of the Services. Each status report will include but not be limited to:

- Current Week Activities
- Next Week Planned Activities
- Project Issues
- Project Risks
- Deliverables Review
- Deliverables Approvals

- Customer Resource Requirements

Customer shall use commercially reasonable efforts to make the appropriate subject matter experts available to support the completion of the Services in a timely manner. The table below summarizes the key Customer project roles and their respective time commitments for the project. BYC estimates the project will require roughly 8 to 10 weeks of elapsed time.

Role	Full-Time Equivalency of Role During Project
Department Leadership	5% – 25%
Subject Matter Experts	25% – 50%

- BYC Resources

BYC shall staff the project with the following named resources for the following weekly commitment specified in the table below. Additional resources may be used as required. BYC estimates the project will require roughly 8 to 10 weeks of elapsed time.

Role	Resource
Engagement Manager / Sr. Business Analyst	Derrick Robinson
Sr. Business Analyst	Curtis Smith

- Fees for Services

This is a fixed bid contract for services. The total amount for services is \$79,200 (“Services Fees”).

The fees above are not inclusive of necessary travel and related expenses incurred toward the delivery of The Services. All travel and related expenses will be invoiced to Customer at the end of invoice period in which they were incurred and will comply with Richland County’s internal travel policies. BYC shall invoice Customer for the Services Fees according to the following schedule:

- Twenty Five percent (25%) of the Services Fees will be invoiced upon execution of this LOE;
- Twenty Five percent (25%) of the Services Fees will be invoiced upon achieving 50% execution of this LOE;
- Fifty percent (50%) of the Services Fees will be invoiced upon completion and approval of the Services.

- Representations and Warranties

BYC represents and warrants to Customer that:

- BYC is duly organized, validly existing and in good standing as a non-profit corporation under the laws of the State of Georgia.
- Neither the execution, delivery nor performance of this LOE will, with or without the giving of notice, the passage of time or both, result in a violation or breach of any contract, agreement, instrument, understanding, order, judgment, decree, rule, regulation, law (in each case, whether domestic or international) or any other restriction to which BYC is a part or pursuant to which BYC or its assets are subject or otherwise bound.
- BYC shall comply with all local, state, federal and international laws and regulations in performing its obligations hereunder including, without limitation, laws and regulations tax, employment, outsourcing, privacy and marketing.
- BYC will perform all The Services in an efficient, effective, professional, workmanlike and skillful manner by qualified personnel and in accordance with practices and standards generally accepted in the accounts payable, cash management and collections consulting industry in the United States, and any other requirements set forth in subsequent agreements between the parties hereto.

- Term

The term of this LOE shall continue until the earlier to occur of (i) the parties agree that The Services under this LOE are complete, (ii) a services agreement superseding this LOE is executed or (iii) either party notifies the other of its intention to terminate this LOE (in which case Customer shall pay BYC all accrued, but unpaid fees and expenses under this LOE through the date of termination in accordance with the payment terms set forth herein).

Sincerely,

Barry Jones
BYC

By the signatures below of their respective authorized representative, the parties agree, as of the Effective Date set forth above, to the terms and conditions of this LOE.

BYC	Customer:
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title



BUILD YOUR CITY, COUNTY & COUNTRY

235 Peachtree Street, N.E. – Suite 400 – Atlanta, GA 30303 | (404) 465-3382 | info@bycprogram.org | www.bycprogram.org

July 29, 2013

Tony McDonald
County Administrator
Richland County
2020 Hampton Street P.O. Box 192
Columbia, SC 29202

Dear Jeff:

- Letter of Engagement

This Letter of Engagement (“LOE”) is entered into between BYC.ORG (“BYC”) and Richland County of South Carolina (“Customer”) on this 29th day of July, 2013 (“Effective Date”) and establishes the scope, terms and conditions associated with the delivery of business consulting, analysis and advisory work (“The Services”). This LOE will govern the relationship between the parties until such a time when (i) a Services Agreement between the parties superseding this LOE is executed or (ii) the term of this LOE expires.

- Engagement Objective

Assist Richland County in identifying and defining opportunities for improving operations issues in key departments through process definition and evaluation.

- Scope of Services

BYC’s primary role is to work with Richland County to assess current state processes, envision future state processes, determine gaps and develop an action plan for addressing gaps. BYC will provide these services to the Customer for the following key departments:

1. Procurement Department
2. Public Works Department
3. Utilities Department
4. Information Technology Department
5. Legal Department

Note: As time permits, a high level prioritization framework will be applied to other non-key departments that are not the primary focus of our efforts to provide a sense of relative scale for the “key departments” that are part of the scope of this engagement.

- Key Deliverables and Timeline

As a part of The Services, BYC will deliver a series of deliverables to Customer including, but not limited to, the following:

Deliverable	Description	Estimated Duration
Current State Assessment	Document describing business objectives, current state process capabilities and culture.	3 Weeks
Future State Vision and Gap Analysis	Document describing future state process vision, current state process gaps and opportunities for process improvement.	3 Weeks
Action Plan	Document organizing opportunities into initiatives or strategic theme mapped to a high level milestone-based plan (roadmap).	2 Weeks

Material changes to the Deliverables set forth in this LOE may require changes to the Services Fees.

- Project Governance

BYC and Customer will conduct weekly status meetings for the duration of the engagement. During each status meeting BYC will deliver a status report to Customer detailing the progress of the Services. Each status report will include but not be limited to:

- Current Week Activities
- Next Week Planned Activities
- Project Issues
- Project Risks
- Deliverables Review
- Deliverables Approvals

- Customer Resource Requirements

Customer shall use commercially reasonable efforts to make the appropriate subject matter experts available to support the completion of the Services in a timely manner. The table below summarizes the key Customer project roles and their respective time commitments for the project. BYC estimates the project will require roughly 8 to 10 weeks of elapsed time.

Role	Full-Time Equivalency of Role During Project
Department Leadership	5% – 25%
Subject Matter Experts	25% – 50%

- BYC Resources

BYC shall staff the project with the following named resources for the following weekly commitment specified in the table below. Additional resources may be used as required. BYC estimates the project will require roughly 8 to 10 weeks of elapsed time.

Role	Resource
Engagement Manager / Sr. Business Analyst	Derrick Robinson
Sr. Business Analyst	Curtis Smith

- Fees for Services

This is a fixed bid contract for services. The total amount for services is \$79,200 (“Services Fees”).

The fees above are not inclusive of necessary travel and related expenses incurred toward the delivery of The Services. All travel and related expenses will be invoiced to Customer at the end of invoice period in which they were incurred and will comply with Richland County’s internal travel policies.

BYC shall invoice Customer for the Services Fees according to the following schedule:

- Twenty Five percent (25%) of the Services Fees will be invoiced upon execution of this LOE;
- Twenty Five percent (25%) of the Services Fees will be invoiced upon achieving 50% execution of this LOE;
- Fifty percent (50%) of the Services Fees will be invoiced upon completion and approval of the Services.

- Representations and Warranties

BYC represents and warrants to Customer that:

- BYC is duly organized, validly existing and in good standing as a non-profit corporation under the laws of the State of Georgia.
- Neither the execution, delivery nor performance of this LOE will, with or without the giving of notice, the passage of time or both, result in a violation or breach of any contract, agreement, instrument, understanding, order, judgment, decree, rule, regulation, law (in each case, whether domestic or international) or any other restriction to which BYC is a part or pursuant to which BYC or its assets are subject or otherwise bound.
- BYC shall comply with all local, state, federal and international laws and regulations in performing its obligations hereunder including, without limitation, laws and regulations tax, employment, outsourcing, privacy and marketing.
- BYC will perform all The Services in an efficient, effective, professional, workmanlike and skillful manner by qualified personnel and in accordance with practices and standards generally accepted in the accounts payable, cash management and collections consulting industry in the United States, and any other requirements set forth in subsequent agreements between the parties hereto.

- Term

The term of this LOE shall continue until the earlier to occur of (i) the parties agree that The Services under this LOE are complete, (ii) a services agreement superseding this LOE is executed or (iii) either party notifies the other of its intention to terminate this LOE (in which case Customer shall pay BYC all accrued, but unpaid fees and expenses under this LOE through the date of termination in accordance with the payment terms set

forth herein).

• Other Terms

- A. ~~Reciprocal Obligation to Indemnify. Each party (“Indemnifying Party”) shall indemnify, defend and hold the other party and its officers, directors, employees, agents, shareholders, partners, affiliates, and representatives (collectively, the “Indemnified Parties”) harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys’ fees) (collectively, “Losses”) incurred by, or imposed or asserted against, the Indemnified Parties as a result of any breach of any obligation, covenant, representation or warranty hereunder.~~
- B. ~~Limitation of Liability. Except in connection with any Loss arising out of gross negligence or willful misconduct, neither party shall be liable to the other for, nor will the measure of damages include, under any theory of liability (whether legal or equitable), special, indirect, punitive, incidental or consequential damages, including, without limitation, damages for lost revenue. Nothing herein shall limit BYC’s rights to the fees described in “Fee For Services” section.~~
- C. ~~BYC acknowledges that as a regular part of the Services such party shall receive confidential information of Customer. BYC acknowledges the confidential and proprietary nature of the confidential information and agrees that, absent the prior express written consent of the other party, each shall comply with the terms of the Confidentiality Agreement agreed to and executed on _____ and such additional agreements as shall be executed between the parties hereto regarding privacy and protection of confidential data. The terms of the Confidentiality Agreement shall survive termination hereof.~~
- D. ~~This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.~~
- E. ~~BYC is an independent contractor of Customer and nothing herein shall be deemed or construed to create a partnership, joint venture or agency between them. Neither party shall have any power whatsoever to obligate or bind the other party hereto in any manner.~~
- F. ~~BYC is solely responsible for its own activities, and assumes full and sole responsibility for its own acts and the acts of its employees, officers, agents and vendors.~~
- G. ~~In the event any one or more of the provisions of this LOE for any reason shall be held to be invalid, illegal or unenforceable, the remaining provisions of this LOE shall be unimpaired.~~
- H. ~~This LOE may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.~~

Sincerely,

Barry Jones
BYC

By the signatures below of their respective authorized representative, the parties agree, as of the Effective Date set forth above, to the terms and conditions of this LOE.

BYC	Customer:
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

MASTER CONSULTING SERVICE AGREEMENT

This Agreement is entered into as of November 12, 2013 between

BYC.ORG ("Contractor" or "BYC")

235 Peachtree Street, N.E.

Suite 400

Atlanta, GA 30303

A non profit corporation organized and existing under the laws of the State of South Carolina;
and

Richland County

2020 Hampton Street P.O. Box 192

Columbia, SC 29202

A local county government organized and existing under the laws of the State of South Carolina.

PREMISES

WHEREAS, Richland County desires to engage BYC to provide professionals to perform the services ("Services") described in this Agreement; and

WHEREAS, Contractor desires to perform such Services for Richland County on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1. **Services to be Performed.**

1.1 Richland County engages Contractor to provide Subcontractors to perform the Services set forth in the Statement of Work.

1.2 In providing the Services to Richland County, Contractor will require Contractors to perform the Services at its location in Columbia, SC or via tele-conference and webinar.

1.3 Contractor consult with Richland County in determining the method, means and technical details of performing the Services.

2. **Statement of Work.** Upon a service request, Richland County shall approve a statement of work that will be completed by the Contractor. Each Statement of Work shall specify the Services to be provided by the Contractor, the start date of provision of the Services, the expected duration of provision of the Services, the Richland County location where the Services will be performed, and the rate charged per hour for the Services. Richland County and Contractor must sign each Statement of Work before Services will be provided. Any modifications to the Services described on a Statement of Work, must be in writing and signed by both parties.

3. **Performance Warranties.**

3.1 Contractor warrants that, in performing the Services, Contractor and Subcontractors through whom Contractor provides the Services will strictly comply with all specifications, descriptions and representations as to the Services, including performance capability, accuracy, completeness and requirements, which appear on any Statement of Work form or as specified by Richland County.

3.2 All Subcontractors assigned by Contractor to provide the Services pursuant to a Statement of Work form will have the skills required to execute the Services under the Statement of Work form. If a Subcontractor fails to display the requisite skill or should Richland County become dissatisfied with the performance of a Subcontractor, Contractor will replace that Subcontractor with a Subcontractor possessing the requisite skill.

4. **Term and Termination.**

4.1 This Agreement shall commence on the date written above and continue through February 28, 2014.

4.2 Either party may terminate this Agreement at any time, with or without cause, by giving the other party two week's written notice of termination. The term of the Agreement may be extended by written mutual consent of the parties.

4.3 In the event of termination of this Agreement, regardless of the cause for such termination, the parties shall abide by and uphold any rights or obligations accrued or existing as of the date of such termination.

5. **Compensation.**

5.1 Richland County will pay Contractor for Services at the rate specified on the Statement of Work form relating to the Services.

5.2 Richland County will at the cycle specified on the Statement of Work. Payment to Contractor is due upon Richland County's receipt of the invoice. If Richland County fails to pay an invoice within thirty (30) days of receipt of the invoice, finance charges will accrue at the rate of 1.5% of the unpaid balance per month.

5.3 Neither Contractor nor Subcontractors are entitled to any benefits from Richland County.

5.4 Contractor is responsible for all Subcontractor's travel arrangements and reimbursements. Contractor will invoice Richland County for travel and travel related expenses **not to exceed 20% of total service fees** as stated in the Statement of Work.

5.5 Contractor personnel will record their time, billable and non-billable, for all work performed pursuant to this Agreement. Richland County's workweek commences on Saturday and ends on Friday. Contractor's invoices will coincide with Richland County's workweek, and all invoices submitted must be supported by Subcontractor's recorded billable and non-billable time. All unmatched invoices will be returned to Contractor for correction.

6. **Confidential Information.**

6.1 **Confidential Information of Richland County.** Contractor will protect, and require every Subcontractor to protect, all confidential information relating to the business of Richland County and its affiliates which derives economic value, actual or potential, from not being generally known to others, including, without limitation, technical or nontechnical data or reports, information concerning research and development, information systems, product or systems designs, formulations or specifications, computer programs, methods, algorithms, procedures, processes, business plans and financial information (“Richland County Confidential Information”). Richland County Confidential Information shall remain the sole property of Richland County. Contractor will not use, and require that every Subcontractor not use, except in connection with providing Services to Richland County pursuant to a Statement of Work form, and will not disclose or give to others, during or after the term of this Agreement has expired or been terminated, any Richland County Confidential Information.

6.2 **Confidential Information of Customers.** Contractor will protect, and require every Subcontractor to protect, all confidential information relating to the business of clients of Richland County which derive economic value, actual or potential, from not being generally known to others, or which is subject to any federal, state or local law regarding nondisclosure, including, without limitation, plans and procedures of Richland County’s clients and financial and other information relating to Richland County’s clients (“Client Confidential Information”). Client Confidential Information shall remain the sole property of Richland County’s Client. Contractor will not use, and require that every Subcontractors not use, except in connection with providing Services to Richland County pursuant to a Statement of Work form, and will not disclose or give to others, during or after the term of this Agreement has expired or been terminated, any Client Confidential Information.

7. **Intellectual Property.**

7.1 **Representation and Warranty.** Contractor represents and warrants, and shall require every Subcontractor to represent and warrant, that all inventions, ideas, and Works created or contributed to by Contractor or Subcontractor do not and will not violate or infringe any law, regulation, patent, trademark or copyright or constitute a libel or defamation of or invasion of the rights of privacy or publicity of any person, firm or corporation or otherwise violate any other rights, titles or interests of any other person, firm or corporation.

8. **Solicitation.**

8.1 **Solicitation of Richland County Clients.** During the term of this Agreement, and for a period of one (1) year after any termination or expiration, for any reason, of this Agreement or the

professional relationship established by this Agreement between a Subcontractor and Richland County, Contractor will not, and shall require that every Subcontractor will not, directly or indirectly, individually or on behalf of another, solicit Customers of Richland County for the purpose of providing products or Services which are competitive with products or Services used or offered by Richland County in the Richland County Business. For purposes of the foregoing, "Customers" means customers of Richland County (a) that Contractor or Subcontractor serviced or solicited on behalf of Richland County, (b) whose dealings with Richland County were coordinated or supervised, in whole or in part, by Contractor or Subcontractor, or (c) about whom Contractor or Subcontractor obtained Richland County Confidential Information or Client Confidential Information, in each case during the one-year period immediately prior to any termination or expiration of this Agreement; and "Richland County Business" means providing consulting Services regarding, and/or products utilizing, Internet-enabled technology.

8.2 **Solicitation of Richland County Employees.** During the term of this Agreement and for a period of one (1) year after any termination or expiration of the term of this Agreement, for any reason, Contractor will not, and shall require that every Subcontractor will not, directly or indirectly, individually or on behalf of another, induce or solicit to leave employment with Richland County, anyone who is a Richland County employee or was a Richland County employee during the last year of the term of this Agreement.

8.3 **Employment of Contractor's Candidates and Subcontractors.** In the event Richland County employs as a Richland County employee a Subcontractor at time less than three (3) months after initiation of the first Richland County project on which that Subcontractor worked for Contractor, Richland County shall pay Contractor a fee equal to fifteen percent (15%) of such person's expected annual salary from Richland County; in the event Richland County employs as a Richland County employee a Subcontractor at a time between three (3) and six (6) months after initiation of the first Richland County project on which that Subcontractor worked for Contractor, Richland County shall pay Contractor a fee equal to ten percent (10%) of such person's expected salary from Richland County; and provided that Richland County gives Contractor thirty (30) days notice in advance of its intent, Richland County shall be free to employ a Subcontractor to begin work as a Richland County employee at any time more than six (6) months after initiation of the first Richland County project on which that Subcontractor works for Contractor without paying any fee to Contractor. If Richland County employs an individual first submitted to Richland County for its consideration by Contractor, having never engaged the candidate as a Subcontractor, Richland County shall pay Contractor a fee equal to fifteen percent (15%) of the candidate's expected annual salary from Richland County.

9. **Return of Materials.** Upon termination or expiration of this Agreement for any reason, or at any time upon Richland County's request, Contractor shall deliver, and require that every Subcontractor deliver, to Richland County: (i) all software, computers, modems, diskettes, instruments, tools, devices, documents, plans, records, drawings, papers, notes and other materials, and any copies thereof, in Contractor's or Subcontractor's possession or control that relate in any way to the Richland County Business, and (ii) all other property relating to Contractor's and Subcontractors' provision of Services to Richland County, including, without limitation, company credit cards, telephone cards, office keys, desk keys and security passes.

10. **Indemnification.** Contractor will indemnify and hold Richland County harmless from and against any damage, liability, claim or suit arising from or incident to Contractor's or a Subcontractor's misrepresentation of any representation or breach of any warranty made in this Agreement. With respect to any such claim or suit, Richland County will promptly notify Contractor thereof, and, if so requested, Contractor shall also defend same, using counsel of its own selection, and keep Richland County reasonably informed as to the status of such defense. If Richland County shall incur any such damage or liability, or be subject to any such claim or suit, then Richland County may, in addition to any other rights it may have under this Section and upon the giving of written notice to Contractor, deduct from the monies that would otherwise be payable to Contractor in accordance with the terms and provisions of this Agreement such amount(s) as Richland County may be entitled to as its indemnification therefor.

11. **Relief.** Contractor acknowledges that a breach or threatened breach of any of the terms of this Agreement would result in material and irreparable damage and injury to Richland County, and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, Richland County shall be entitled to injunctive relief by a court of appropriate jurisdiction in the event of Contractor's breach or threatened breach of any of the terms contained in this Agreement. Richland County's right to an injunction will not prohibit Richland County from pursuing other available remedies, including the recovery of damages.

12. **Interpretation; Severability of Invalid Provisions.** All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

13. **Agreement Binding.** This Agreement shall inure to the benefit of Richland County, its affiliates, and their respective successors, assignees, and designees and shall be binding upon Contractor and its heirs, executors, administrators, successors and assigns.

14. **Independent Contractors.** Nothing in this Agreement is intended nor shall it be construed to constitute Contractor or any Subcontractor as a partner, employee or agent of Richland County. Neither Contractor (or any Subcontractor) nor Richland County, have any authority whatsoever to bind the other in any manner. The parties agree that Contractor, and not Richland County, shall be solely responsible for hiring, training, compensating, disciplining, directing and controlling the work of Subcontractors who provide Services to Richland County pursuant to this Agreement. Contractor agrees, with respect to itself and Subcontractors, to: (i) maintain all necessary personnel and payroll

records; (ii) compute wages and withhold applicable federal, state and local taxes and Social Security payments; (iii) remit employee withholdings to the proper governmental authorities and make employer contribution for Federal FICA and federal and state unemployment insurance payments; (iv) pay net wages and fringe benefits, if any; and (v) provide for liability, fidelity and Workers' Compensation insurance coverage as will fully protect Contractor from any damage, liability, claim or suit arising from or incident to Contractor's or Subcontractors' provision of Services to Richland County or Richland County's clients. Contractor will require each Subcontractor assigned to perform Services for Richland County to acknowledge, in writing, that he has no right to any compensation, benefits, or other perquisites of employment from Richland County.

15. **Choice of Law.** This Agreement has been delivered to Richland County in the State of South Carolina, and shall be governed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflict rules. The parties agree to and confer personal jurisdiction on the Courts of the State of South Carolina or a United States Court located in the State of South Carolina (collectively "South Carolina Courts"). The parties expressly waive any objections to venue in the South Carolina Courts.

16. **Notices.** Except as otherwise provided, any notice required or permitted to be given under this agreement shall be sufficient if in writing, and if sent by registered or certified mail, return receipt requested, to the address of the party as set forth in this Agreement or to such other address any party may from time to time submit to the other party.

17. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be modified except with a writing signed by both parties.

The parties have signed this Agreement or caused it to be signed, as of the day and year first above written.

BYC.ORG

By: _____

Name: _____

Title: _____

Richland County:

By: _____

Name: _____

Title: _____

MASTER CONSULTING SERVICE AGREEMENT

This Agreement is entered into as of November 12, 2013 between

BYC.ORG ("Contractor" or "BYC")

235 Peachtree Street, N.E.

Suite 400

Atlanta, GA 30303

A non profit corporation organized and existing under the laws of the State of South Carolina;
and

Richland County

2020 Hampton Street P.O. Box 192

Columbia, SC 29202

A local county government organized and existing under the laws of the State of South Carolina.

PREMISES

WHEREAS, Richland County desires to engage BYC to provide professionals to perform the services ("Services") described in this Agreement; and

WHEREAS, Contractor desires to perform such Services for Richland County on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1. **Services to be Performed.**

1.1 Richland County engages Contractor to provide Subcontractors to perform the Services set forth in the Statement of Work.

1.2 In providing the Services to Richland County, Contractor will require Contractors to perform the Services at its location in Columbia, SC or via tele-conference and webinar.

1.3 Contractor consult with Richland County in determining the method, means and technical details of performing the Services.

2. **Statement of Work.** Upon a service request, Richland County shall approve a statement of work that will be completed by the Contractor. Each Statement of Work shall specify the Services to be provided by the Contractor, the start date of provision of the Services, the expected duration of provision of the Services, the Richland County location where the Services will be performed, and the rate charged per hour for the Services. Richland County and Contractor must sign each Statement of Work before Services will be provided. Any modifications to the Services described on a Statement of Work, must be in writing and signed by both parties.

3. **Performance Warranties.**

3.1 Contractor warrants that, in performing the Services, Contractor and Subcontractors through whom Contractor provides the Services will strictly comply with all specifications, descriptions and representations as to the Services, including performance capability, accuracy, completeness and requirements, which appear on any Statement of Work form or as specified by Richland County.

3.2 All Subcontractors assigned by Contractor to provide the Services pursuant to a Statement of Work form will have the skills required to execute the Services under the Statement of Work form. If a Subcontractor fails to display the requisite skill or should Richland County become dissatisfied with the performance of a Subcontractor, Contractor will replace that Subcontractor with a Subcontractor possessing the requisite skill.

4. **Term and Termination.**

4.1 This Agreement shall commence on the date written above and continue through February 28, 2014.

4.2 Either party may terminate this Agreement at any time, with or without cause, by giving the other party two week's written notice of termination. The term of the Agreement may be extended by written mutual consent of the parties.

4.3 In the event of termination of this Agreement, regardless of the cause for such termination, the parties shall abide by and uphold any rights or obligations accrued or existing as of the date of such termination.

5. **Compensation.**

5.1 Richland County will pay Contractor for Services at the rate specified on the Statement of Work form relating to the Services.

5.2 Richland County will at the cycle specified on the Statement of Work. Payment to Contractor is due upon Richland County's receipt of the invoice. If Richland County fails to pay an invoice within thirty (30) days of receipt of the invoice, finance charges will accrue at the rate of 1.5% of the unpaid balance per month.

5.3 Neither Contractor nor Subcontractors are entitled to any benefits from Richland County.

5.4 Contractor is responsible for all Subcontractor's travel arrangements and reimbursements. Contractor will invoice Richland County for travel and travel related expenses **not to exceed 20% of total service fees** as stated in the Statement of Work.

5.5 Contractor personnel will record their time, billable and non-billable, for all work performed pursuant to this Agreement. Richland County's workweek commences on Saturday and ends on Friday. Contractor's invoices will coincide with Richland County's workweek, and all invoices submitted must be supported by Subcontractor's recorded billable and non-billable time. All unmatched invoices will be returned to Contractor for correction.

6. **Confidential Information.**

6.1 **Confidential Information of Richland County.** Contractor will protect, and require every Subcontractor to protect, all confidential information relating to the business of Richland County and its affiliates which derives economic value, actual or potential, from not being generally known to others, including, without limitation, technical or nontechnical data or reports, information concerning research and development, information systems, product or systems designs, formulations or specifications, computer programs, methods, algorithms, procedures, processes, business plans and financial information (“Richland County Confidential Information”). Richland County Confidential Information shall remain the sole property of Richland County. Contractor will not use, and require that every Subcontractor not use, except in connection with providing Services to Richland County pursuant to a Statement of Work form, and will not disclose or give to others, during or after the term of this Agreement has expired or been terminated, any Richland County Confidential Information.

6.2 **Confidential Information of Customers.** Contractor will protect, and require every Subcontractor to protect, all confidential information relating to the business of clients of Richland County which derive economic value, actual or potential, from not being generally known to others, or which is subject to any federal, state or local law regarding nondisclosure, including, without limitation, plans and procedures of Richland County’s clients and financial and other information relating to Richland County’s clients (“Client Confidential Information”). Client Confidential Information shall remain the sole property of Richland County’s Client. Contractor will not use, and require that every Subcontractors not use, except in connection with providing Services to Richland County pursuant to a Statement of Work form, and will not disclose or give to others, during or after the term of this Agreement has expired or been terminated, any Client Confidential Information.

7. **Intellectual Property.**

7.1 **Representation and Warranty.** Contractor represents and warrants, and shall require every Subcontractor to represent and warrant, that all inventions, ideas, and Works created or contributed to by Contractor or Subcontractor do not and will not violate or infringe any law, regulation, patent, trademark or copyright or constitute a libel or defamation of or invasion of the rights of privacy or publicity of any person, firm or corporation or otherwise violate any other rights, titles or interests of any other person, firm or corporation.

8. **Solicitation.**

9.1 **Solicitation of Richland County Clients.** During the term of this Agreement, and for a period of one (1) year after any termination or expiration, for any reason, of this Agreement or the professional relationship established by this Agreement between a Subcontractor and Richland County, Contractor will not, and shall require that every Subcontractor will not, directly or indirectly, individually or on behalf of another, solicit Customers of Richland County for the purpose of providing products or Services which are competitive with products or Services used or offered by Richland County in the Richland County Business. For purposes of the foregoing, "Customers" means customers of Richland County (a) that Contractor or Subcontractor serviced or solicited on behalf of Richland County, (b) whose dealings with Richland County were coordinated or supervised, in whole or in part, by Contractor or Subcontractor, or (c) about whom Contractor or Subcontractor obtained Richland County Confidential Information or Client Confidential Information, in each case during the one-year period immediately prior to any termination or expiration of this Agreement; and "Richland County Business" means providing consulting Services regarding, and/or products utilizing, Internet-enabled technology.

9.2 **Solicitation of Richland County Employees.** During the term of this Agreement and for a period of one (1) year after any termination or expiration of the term of this Agreement, for any reason, Contractor will not, and shall require that every Subcontractor will not, directly or indirectly, individually or on behalf of another, induce or solicit to leave employment with Richland County, anyone who is a Richland County employee or was a Richland County employee during the last year of the term of this Agreement.

[Note: refined language of 9.3 so that it reads more clearly and removed 3MC reference...]

9.3 **Employment of Contractor's Candidates and Subcontractors.** In the event Richland County employs as a Richland County employee a Subcontractor at time less than three (3) months after initiation of the first Richland County project on which that Subcontractor worked for Contractor, Richland County shall pay Contractor a fee equal to fifteen percent (15%) of such person's expected annual salary from Richland County; in the event Richland County employs as a Richland County employee a Subcontractor at a time between three (3) and six (6) months after initiation of the first Richland County project on which that Subcontractor worked for Contractor, Richland County shall pay Contractor a fee equal to ten percent (10%) of such person's expected salary from Richland County; and provided that Richland County gives Contractor thirty (30) days notice in advance of its intent, Richland County shall be free to employ a Subcontractor to begin work as a Richland County employee at any time more than six (6) months after initiation of the first Richland County project on which that Subcontractor works for Contractor without paying any fee to Contractor. If Richland County employs an individual first submitted to Richland County for its consideration by Contractor, having never engaged the candidate as a Subcontractor, Richland County shall pay Contractor a fee equal to fifteen percent (15%) of the candidate's expected annual salary from Richland County.

10. **Return of Materials.** Upon termination or expiration of this Agreement for any reason, or at any time upon Richland County's request, Contractor shall deliver, and require that every Subcontractor deliver, to Richland County: (i) all software, computers, modems, diskettes, instruments, tools, devices, documents, plans, records, drawings, papers, notes and other materials, and any copies

thereof, in Contractor's or Subcontractor's possession or control that relate in any way to the Richland County Business, and (ii) all other property relating to Contractor's and Subcontractors' provision of Services to Richland County, including, without limitation, company credit cards, telephone cards, office keys, desk keys and security passes.

11. **Indemnification.** Contractor will indemnify and hold Richland County harmless from and against any damage, liability, claim or suit arising from or incident to Contractor's or a Subcontractor's misrepresentation of any representation or breach of any warranty made in this Agreement. With respect to any such claim or suit, Richland County will promptly notify Contractor thereof, and, if so requested, Contractor shall also defend same, using counsel of its own selection, and keep Richland County reasonably informed as to the status of such defense. If Richland County shall incur any such damage or liability, or be subject to any such claim or suit, then Richland County may, in addition to any other rights it may have under this Section and upon the giving of written notice to Contractor, deduct from the monies that would otherwise be payable to Contractor in accordance with the terms and provisions of this Agreement such amount(s) as Richland County may be entitled to as its indemnification therefor.

12. **Relief.** Contractor acknowledges that a breach or threatened breach of any of the terms of this Agreement would result in material and irreparable damage and injury to Richland County, and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, Richland County shall be entitled to injunctive relief by a court of appropriate jurisdiction in the event of Contractor's breach or threatened breach of any of the terms contained in this Agreement. Richland County's right to an injunction will not prohibit Richland County from pursuing other available remedies, including the recovery of damages.

13. **Interpretation; Severability of Invalid Provisions.** All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

14. **Agreement Binding.** This Agreement shall inure to the benefit of Richland County, its affiliates, and their respective successors, assignees, and designees and shall be binding upon Contractor and its heirs, executors, administrators, successors and assigns.

15. **Independent Contractors.** Nothing in this Agreement is intended nor shall it be construed to constitute Contractor or any Subcontractor as a partner, employee or agent of Richland County. Neither Contractor (or any Subcontractor) nor Richland County, have any authority whatsoever to bind the other in any manner. The parties agree that Contractor, and not Richland County, shall be solely responsible for hiring, training, compensating, disciplining, directing and controlling the work of Subcontractors who provide Services to Richland County pursuant to this Agreement. Contractor agrees, with respect to itself and Subcontractors, to: (i) maintain all necessary personnel and payroll records; (ii) compute wages and withhold applicable federal, state and local taxes and Social Security payments; (iii) remit employee withholdings to the proper governmental authorities and make employer contribution for Federal FICA and federal and state unemployment insurance payments; (iv) pay net wages and fringe benefits, if any; and (v) provide for liability, fidelity and Workers' Compensation insurance coverage as will fully protect Contractor from any damage, liability, claim or suit arising from or incident to Contractor's or Subcontractors' provision of Services to Richland County or Richland County's clients. Contractor will require each Subcontractor assigned to perform Services for Richland County to acknowledge, in writing, that he has no right to any compensation, benefits, or other perquisites of employment from Richland County.

16. **Choice of Law.** This Agreement has been delivered to Richland County in the State of South Carolina, and shall be governed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflict rules. The parties agree to and confer personal jurisdiction on the Courts of the State of South Carolina or a United States Court located in the State of South Carolina (collectively "South Carolina Courts"). The parties expressly waive any objections to venue in the South Carolina Courts.

17. **Notices.** Except as otherwise provided, any notice required or permitted to be given under this agreement shall be sufficient if in writing, and if sent by registered or certified mail, return receipt requested, to the address of the party as set forth in this Agreement or to such other address any party may from time to time submit to the other party.

18. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be modified except with a writing signed by both parties.

The parties have signed this Agreement or caused it to be signed, as of the day and year first above written.

BYC.ORG

By: _____

Name: _____

Title: _____

Richland County:

By: _____

Name: _____

Title: _____

Richland County Council Request of Action

Subject

- a. I move that Richland County fund the Relax It's OK 2B Single Valentine's Day Gala at \$50,000 [WASHINGTON]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda