RICHLAND COUNTY

SPECIAL CALLED COUNCIL MEETING



TUESDAY, JUNE 27, 2017 5:30 P.M. COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2017-2018





Richland County Council

Special Called Meeting June 27, 2017 – 5:30 PM Council Chambers 2020 Hampton Street, Columbia, SC 29201

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. INTERGOVERNMENTAL AGREEMENTS

- a. Inter-Governmental Agreement between Richland County and City of Columbia for Animal Care Services [PAGES 2 17]
- b. Inter-Governmental Agreement between Richland County and City of Columbia for E911 Services [PAGES 18 21]
- c. Inter-Governmental Agreement between Richland County and City of Columbia for Fire Service [PAGES 22 38]

4. CONTRACTS

a. Council Chamber Renovations [PAGES 39 – 41]

5. ADJOURN

The Honorable Joyce Dickerson, Chair, Richland County Council

The Honorable Joyce Dickerson

The Honorable Joyce Dickerson

STATEOF SOUTH CAROLINA)SECOND RENEWAL TO))INTERGOVERNMENTAL AGREEMENTCOUNTY OF RICHLAND)(Animal Care Facilities)

THIS RENEWAL is entered into this _____ day of _____, 2017, by and between Richland County (hereinafter the "County") and the City of Columbia (hereinafter "City").

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter "IGA") dated July 31, 2007, regarding the County's use of the City's Animal Shelter with an Initial Term of five (5) years; and

WHEREAS, the parties also entered into a First Amendment of that IGA, dated November 5, 2010, replacing Paragraphs 2 & 6 of the IGA dealing with per diem costs and adoption revenue sharing through the end of the Initial Term expiring July 1, 2012; and

WHEREAS, the First Amendment expired and the IGA reverted back to its original terms; and

WHEREAS, the parties then entered into a First Renewal to the Intergovernmental Agreement, which expires July 31, 2017.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties hereinafter set forth their intent to renew the IGA.

1. The terms of the First Renewal to the Intergovernmental Agreement are hereby expressly renewed and incorporated herein.

2. The IGA is renewed with the addition of new language in Paragraph 2 (Per Diem Fees), as follows:

Notwithstanding any of the foregoing, the per diem fees from FY 2016/2017 shall be the per diem fees for FY 2017/2018 and FY 2018/2019 and shall not increase. Based upon the CPI published by the Bureau of Labor Statistics as an economic indicator, the per diem for FY 2019/2020 shall increase by the CPI increase between FY2018/2019 to FY 2019/2020. If the CPI decreases, the fee shall remain the same.

For years 3 through 5 of the contract, the per diem fees shall increase in a percentage equal to the CPI for that year. If the CPI decreases, the fee shall remain the same.

3. In all other respects, the IGA shall remain in full force and effect for a five (5) year renewal term ending on July 31, 2022, a copy of which is attached hereto and incorporated herein by reference thereto.

4. This Renewal may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: Gerald Seals

Its: County Administrator

WITNESS:

CITY OF COLUMBIA, SOUTH CAROLINA

By: <u>Teresa B. Wilson</u> Its: <u>City Manager</u>

STATE OF SOUTH CAROLINA)FIRST RENEWAL TO)INTERGOVERNMENTAL AGREEMENTCOUNTY OF RICHLAND(Animal Care Facilities)

THIS RENEWAL is entered into this _____ day of _____, 2012, by and between Richland County (hereinafter the "County") and the City of Columbia (hereinafter the "City").

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter the "IGA"), dated July 31, 2007, regarding the County's use of the City's Animal Shelter with an Initial Term of five (5) years; and

WHEREAS, the parties also entered into a First Amendment of that IGA, dated November 5, 2010, replacing Paragraphs 2 & 6 of the IGA dealing with per-diem costs and adoption revenue sharing through the end of the Initial Term of that IGA with said Initial Term expiring after July 31, 2012;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties hereinafter set forth their intent to renew the IGA. The First Amendment will expire after July 31, 2012, and have no further force or effect.

1. With the expiration of the First Amendment, Paragraph 2 of the IGA reverts back to its original terms.

2. The IGA is renewed with a new Paragraph 6 replacing the original as follows:

6. <u>Adoption Fees</u>. Any revenue generated from the adoption of animals from the Animal Shelter may be split between the parties in the same percentage as the parties share the costs of operating the adoption center at the Animal Shelter.

3. The IGA is renewed with a new Paragraph 17 providing for:

17. <u>Collection of County Differential License Fee</u>. The City shall agree to collect the County differential license fee for pets that have been impounded and are subsequently returned to their owners which reside in the unincorporated areas of Richland County, the Town of Irmo, the Town of Blythewood, the Town of Eastover, and the Town of Arcadia Lakes. The City shall collect this fee on the County's behalf for all pet redemptions in which the owner or custodian is paying with cash, check or money order. The County shall provide the City with all mutually agreed upon stationery required for such duty. The County shall also make the appropriate accommodations to facilitate the safe transport of said fees from the City to its office where it shall be administratively accounted for.

In all other respects, the IGA shall remain in full force and effect for a five (5) year 4. renewal term ending after July 31, 2017, a copy of which is attached hereto and incorporated herein by reference thereto.

5. This Renewal may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

NITNESSES: Alexann Ancheta Ashiyali Myca

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Iony Mc Donald By: Its: County Administrator CITY OF COLUMBIA, SOUTH CAROLINA Steven A. Gantt By:

Its: City Manager

Richland County Attorney's Office

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

RESOLUTION NO.: R-2012-069

Authorizing the City Manager to execute a First Renewal to Intergovernmental Agreement between the City of Columbia and Richland County for Richland County's use of the City of Columbia's Animal Shelter

BE IT RESOLVED by the Mayor and City Council this 10th day of July, 2012, that the City

Manager is authorized to execute the attached First Renewal of Intergovernmental Agreement between the City of Columbia and Richland County for Richland County's use of the City of Columbia's Animal Shelter.

Requested by:

Robert Anderson, Public Works Director

Approved by:

City Manager

Approved as to form:

City Attorney

Introduced: 7/10/2012 Final Reading: 7/10/2012

Mayor

ATTEST: lone City Clerk



I hereby certify that this is a true and correct copy of

MINUTES OF



the original document. Certified By: 00 Title: p Date.

RICHLAND COUNTY COUNCIL REGULAR SESSION WEDNESDAY, JULY 18, 2012 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose

Not Present Gwendolyn Davis Kennedy

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tracy Hegler, Brad Farrar, Nelson Lindsay, Rodolfo Callwood, Yanisse Adrian-Silva, Lillian McBride, Dwight Hanna, Amelia Linder, Quinton Epps, Buddy Atkins, Ronaldo Myers, Paul Brawley, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:05 p.m.

INVOCATION

The Invocation was given by the Honorable Norman Jackson

Richland County Council Regular Session Wednesday, July 18, 2012 Page Two

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Norman Jackson

PRESENTATION OF RESOLUTIONS

<u>Resolution honoring USC Basketball Coach Dawn Staley for her outstanding service and</u> <u>success [DICKERSON]</u> – Ms. Dickerson presented a resolution to USC Basketball Coach Dawn Staley honoring her outstanding service and success.

<u>Resolution honoring the homeowners' presidents of Pine Valley, Emerald Valley, Round</u> <u>Top, Cedar Creek and Bonnie Forrest for their longtime commitment and dedicated</u> <u>service to their communities [DICKERSON]</u> – Ms. Dickerson presented resolutions honoring the homeowners' presidents of Pine Valley, Emerald Valley, Round Top, Cedar Creek and Bonnie Forrest for their longtime commitment and dedicated service.

APPROVAL OF MINUTES

<u>Regular Session: June 19, 2012</u> – Mr. Malinowski stated that the record did not reflect the vote on p. 9: "Proclamation honoring Mr. James Knotts for receiving the Congressional Gold Medal".

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

Zoning Public Hearing: June 26, 2012 – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Washington moved, seconded by Ms. Dickerson, to reorder the agenda to take up the "Proclamation honoring Tracy Swartout" immediately prior to the Report of the Attorney for Executive Session Items. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

Proclamation honoring Tracy Swartout – Mr. Washington presented Ms. Swartout with a proclamation honoring her service to Richland County.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following were potential Executive Session Items:

- a. Phillip Hawkins Estate vs. Richland County Sheriff's Department
- b. Potential Purchase of Property

Richland County Council Regular Session Wednesday, July 18, 2012 Page Three

- c. Personnel Matters
- **d.** Appearance Commission Item This item was referred to the Rules & Appointments Commmitte.
- e. DBE Ordinances and Program Development
- f. Fannie Mae/Freddie Mac Lawsuit
- g. Solid Waste Contract

EXECUTIVE SESSION

EXAMPLE 2 Council went into Executive Session at approximately 6:25 p.m. and came out at approximately 16:47 p.m.

- a. Phillip Hawkins Estate vs. Richland County Sheriff's Department Mr. Pearce moved, seconded by Mr. Jackson, to direct Council to proceed as discussed in Executive Session. The vote in favor was unanimous.
- b. Fannie Mae/Freddie Mac Lawsuit Mr. Jeter moved, seconded by Ms. Hutchinson, to direct the staff attorney to coordinate with outside counsel as discussed in Executive Session. The vote in favor was unanimous.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

<u>Richland 101 for Kids</u> – Ms. Snowden made a brief presentation regarding Richland 101 for Kids. The event will take place on July 26th, 9:00 a.m.-12:30 p.m. at Dutch Square Mall.

Employee Grievance - This item was taken up in Executive Session.

Introduction of Stormwater Manager – Mr. McDonald introduced the new Stormwater Manager, Quinton Epps, to Council.

Solid Waste Contract - This item was taken up in Executive Session.

<u>Strategic Plan Update Work Session</u> – Mr. Cherry requested that Council schedule the work session regarding Strategic Plan Update. Mr. Washington directed the Clerk's Office to send out possible dates to the Council members.

Richland County Council Regular Session Wednesday, July 18, 2012 Page Four

REPORT OF THE CLERK OF COUNCIL

<u>Tour of Innovista and Renaissance Redevelopment Proposed Projects</u> – Ms. Onley stated that the City of Columbia has offered to schedule additional tours of the Renaissance and Innovista Redevelopment proposed projects. If any Council members are interested in participating please contact the Clerk's Office.

REPORT OF THE CHAIRMAN

<u>Telecommunications and Technology Steering Committee</u> – This item was deferred to the July 24th Council meeting.

<u>Administrator Transition Committee Update</u> – Mr. Washington stated that the RFPs are being reviewed by a blind committee and recommendations will be forwarded to the Procurement Director. Mr. Washington encouraged the subcommittee Chairs to activate their committees and schedule meetings as soon as possible.

Personnel Matter – This was taken up in Executive Session.

OPEN/CLOSE PUBLIC HEARINGS

- <u>An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget</u> to appropriate \$40,000 of Special Duty Revenue for off duty security work – No one signed up to speak.
- <u>An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to</u> <u>appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the</u> <u>educational component of the Transportation Sales Tax</u> – Mr. Paul Palmer, Mr. Brett Bursey and Ms. Virginia Sanders spoke in favor of this item.

Mr. William DePass spoke in opposition of this item.

 An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$40,000 of Special Duty Revenue for off duty security work [THIRD READING]
- An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Special Source

<u>Revenue Credit Agreement between Richland County, South Carolina and WNS</u> <u>Global Services Inc.; and matters relating thereto [THIRD READING]</u>

- An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto [SECOND READING]
- Direct Staff to contact Property Owners on Council Initiated Rezoning
- John Hardee Express Way Project Funding
- <u>Review of the Comprehensive Plan to ensure consistency</u>
- <u>Community Residential Care Facility Resolution to Richland County Legislative</u> <u>Delegation and SC General Assembly</u>
- <u>Coroner request for approval to renew contract with Professional Pathology</u>
 <u>Services</u>
- Detention Center Medical Services Contract-Correct Care Solutions
- Emergency Medicine Fellowship Grant Program Update
- <u>National Aviation Week Proclamation</u>

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

THIRD READING

An Ordinance to levy and impose a one percent (1%) sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto – Mr. Livingston moved, seconded by Mr. Jeter, to approve the following:

Mode	Amount	Percentage		
Roadway	\$656,020,644	63%		
Transit	\$300,991,000	29%		
Bike/Pedestrian/Greenway	\$80,888,356	8%		
Total	\$1,037,900,000	100%		

Notes:

- 22 Years
- 1 Penny
- \$1,037,900,000 Available for Projects
- \$32,100,000 Administrative Costs
- \$1,070,000,000 TOTAL REVENUES
- CMRTA = \$13.7M Annually
- BPG = Funds ALL High Priority
- Up to \$450M bonds approved

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, to reinstate the \$10M in funding for Route 176. A discussion took place.

The substitute motion failed.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the July 24th Council meeting.

<u>For</u>	<u>Against</u>
Malinowski	Rose
Hutchinson	Jackson
Dickerson	Peace
	Washington
	Livingston
	Manning
	Jeter

The motion to defer failed.

Ms. Hutchinson made a motion to amend the motion, seconded by Mr. Pearce, to fund the buses and paving/resurfacing projects as a first priority if the penny sales tax brings in less than projected and that the sales tax end when the proposed projects in roads, transit and greenways are fully funded if the penny sales tax brings in more than the projects require. A discussion took place.

Ms. Hutchinson withdrew her amendment.

Mr. Malinowski made a substitute motion to split the question on the referendum. The motion died for lack of a second.

Mr. Manning made a substitute motion to fund the buses at 33%. The motion died for lack of a second.

Mr. Livingston moved, seconded by Mr. Pearce, to call for the question. The vote was in favor.

The vote was in favor of Mr. Livingston's motion.

Mr. Livingston moved, seconded by Mr. Jeter, to reconsider this item. The motion failed.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that former Council members Bernice Scott and Tony Mizzell were in the audience.

SECOND READING

<u>12-14MA, Marion Bouknight, Lee Blythe, RU to RS-MD, Old Tamah Rd. & Shady Grove</u> <u>Rd., 03500-04-08(p)/24</u> – Mr. Malinowski moved, seconded by Mr. Jackson, to deny this item. The vote was in favor.

<u>12-22MA, Jonathan Giles, Robert Giles, RM-HD to NC (.33 Acres), 1157 & 1159 Olympia</u> <u>Ave., 11203-01-03 & 04</u> – Mr. Washington moved, seconded by Mr. Malinowski, to approve this item. The vote was in favor.

An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. A discussion took place.

Mr. Livingston moved, seconded by Mr. Malinowski, to call for the question. The vote was in favor.

The vote was in favor to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

<u>Changes to Employee Handbook</u> – Mr. Malinowski moved, seconded by Mr. Manning, to forward the section entitled "Promotion Probation" to A&F Committee for review and approve the remaining changes. The vote in favor was unanimous.

<u>Coroner Request for approval to renew contract with Knight Systems</u> – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

<u>Solicitor Salary Rollover Request to Provide Employer contributions for Assistant</u> <u>Solicitor Restructuring and Reclassification Plan</u> – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski made a substitute motion that the Solicitor's Office would absorb the costs of benefits in their existing budget. The motion died for lack of a second.

The vote was in favor to approve this item.

<u>Comprehensive Sidewalk Improvement Program</u> – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

<u>Funding for State Mandated Services</u> – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

<u>IGA Extension with City of Columbia re: Animal Shelter Operations</u> – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Memorandum of Understanding between Richland County and the Minority Business Development Agency – Mr. Livingston stated that the committee recommended to defer this item until the July 24th Council meeting. The vote in favor was unanimous.

OTHER ITEMS

<u>A Resolution to appoint and commission Adolphus Lee as a Code Enforcement Officer</u> for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

<u>A Resolution Affirming the discontinuation of the Mass Transit Fee through the adoption</u> <u>of the FY2012-2013 Richland County Budget</u> – Mr. Pearce moved, seconded by Mr. Washington, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE

a. Work Authorization #3 and #4 (M. B. Kahn) – Ms. Hutchinson moved, seconded by Mr. Malinowski, to defer this item until the July 24th Council meeting. The vote in favor was unanimous.

Richland County Council

Regular Session Wednesday, July 18, 2012 Page Nine

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

a. <u>Solid Waste Contract</u> – Ms. Hutchinson moved, seconded by Mr. Jackson, to suspend the solicitation process for solid waste collection services for service area 6 and to authorize the Administrator to enter into the previously negotiated contract with the current vendor.

Mr. Manning made a substitute motion to split the question. The motion died for lack of a second.

Mr. Malinowski made a substitute motion to continue the bid process. The motion died for lack of a second.

<u>For</u>	<u>A</u>
Jackson	N
Hutchinson	D
Peace	M
Washington	
Livingston	
Jeter	

<u>Against</u> Malinowski Dickerson Manning

The vote was in favor to suspend the solicitation process for solid waste collection services for service area 6 and to authorize the Administrator to enter into the previously negotiated contract with the current vendor.

- **b.** <u>Employee Grievance</u> Mr. Malinowski moved, seconded by Mr. Jackson, to accept the Administrator's recommendation. The vote in favor was unanimous.
- **c.** <u>Potential Purchase of Property</u> Mr. Pearce moved, seconded by Mr. Jackson, to communicate to the Township Auditorium Board to proceed with non-binding negotiations and report their interest back to Council. The vote in favor was unanimous.
- d. <u>Personnel Matter</u> No action was taken.

Richland County Council Regular Session Wednesday, July 24, 2012 Page Ten

e. <u>DBE Ordinances and Program Development</u> – Ms. Dickerson moved, seconded by Mr. Manning, to direct staff to move forward as directed in Executive Session. The vote in favor was unanimous.

MOTION PERIOD

<u>Motion for resolution in honor of Richland County Deputy Ryan Rawl, who lost his life</u> <u>serving our country in Afghanistan [ROSE, WASHINGTON, MANNING, JETER, AND</u> <u>DICKERSON]</u> – Mr. Washington moved to unanimously approve the resolution honoring Richland County Deputy Ryan Rawl. The vote in favor was unanimous.

I move to amend the Richland County Code Section 17-10: "An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones; so as to define vehicles subject thereto" as specified in the attached document [MANNING] – This item was referred to the D&S Committee.

I move that Richland County suspend the Road Maintenance Fee for 19 years if the Penny Sales Tax passes. Reason: The citizens pay \$20 for a Road Maintenance Fee to address what the penny will be doing except the bus. It would be double taxation to the citizens if they pay both [JACKSON] – This item was referred to the A&F Committee.

The city believes it cannot provide the requested franchise fee revenue information by law. S. C. Code Ann. Section 6-1-120 sets forth a general prohibition at subsection (A) that, "Except in accordance with a proper judicial order or as otherwise provided by the Freedom of Information Act, it is unlawful for an officer or employee of a county or municipality, or the agent of such an officer or employee to divulge or make known in any manner the financial information, or other information indicative of units of goods or services sold, provided by a taxpayer included in a report, tax return or application required to filed by the taxpayer with that county or municipality pursuant to a county or municipality ordinance ... " However, section 6-1-120 provides: (B) Nothing in this section prohibits the: (3) sharing of data between public officials or employees in the performance of their duties. The purpose of the County's request for data from the City is for a "sharing of data between public officials or employees in the performance of their duties." Subsection 6-1-120(B)(3) does not appear to be restricted to "public officials or employees" of the same sovereign. Based on the above, it is requested that an SC Attorney General's opinion be obtained interpreting 6-1-120 and more specifically 6-1-120(B)(3) [MALINOWSKI] - This item was referred to the A&F Committee.

I move Council consider allowing Master Gardeners to fulfill the roles of Landscaper and Horticulturalist on the Appearance Commission, in the event that no licensed Landscaper or Horticulturalist can be recruited for the Commission. I also encourage all Council members to appoint their candidates to this Commission, and request staff inform Council of the vacancies. [HUTCHINSON] – This item was referred to the Rules & Appointments Committee. Richland County Council Regular Session Wednesday, July 24, 2012 Page Ten

Because of the significant economic, educational and conservation value of Cook's Mountain to Richland County, I move to direct the Interim County Administrator and the Conservation Department staff to negotiate an option to purchase Cook's Mountain contingent upon the receipt of funding assistance from outside sources. I also move to direct staff to examine the funding and financing options available and to provide this information to Council [HUTCHINSON] – This item was referred to the Economic Development Committee.

<u>Resolution honoring Tige Watts, Vice President of Richland County's Neighborhood</u> <u>Association, President of the Columbia Neighborhood Association and newly elected</u> <u>President of the National Association of Neighborhoods for his dedicated and</u> <u>outstanding services over the years to the community [JACKSON]</u> – Mr. Jackson moved, seconded by Mr. Washington, to adopt a resolution honoring Tige Watts. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 10:08 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Norman Jackson

Bill Malinowski

Valerie Hutchinson

Damon Jeter

Jim Manning

Paul Livingston

Seth Rose

The minutes were transcribed by Michelle M. Onley

STATE OF SOUTH CAROLINA

911 COMMUNICATIONS CENTER CONSOLIDATION AGREEMENT EXTENSION

COUNTY OF RICHLAND

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and the County extended the 911 Agreement by execution of 911 Communications Center Consolidation Agreement Extension, dated March 1, 2016, and which will expire on June 30, 2017; and

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1)

year term commencing July 1, 2017, and ending on June 30, 2018;

)

)

)

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the

City and County agree as follows:

- Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2017, to June 30, 2018, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
- 2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this _____ day of ______, 2017.

WITNESS:	RICHLAND COUNTY, SOUTH CAROLINA				
	BY:				
	GERALD SEALS				
	ITS: COUNTY ADMINISTRATOR				
	CITY OF COLUMBIA, SOUTH CAROLINA				
	BY:				
	TERESA B. WILSON				
	ITS: CITY MANAGER				

STATE OF SOUTH CAROLINA

5

911 COMMUNICATIONS CENTER CONSOLIDATION AGREEMENT

COUNTY OF RICHLAND

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

BACKGROUND:

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

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

WITNESSETH:

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

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

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

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

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

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

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

- 2. FINANCIAL:
 - a. The County will continue to administer the 911 Emergency Telephone System Fund which supports the continuing maintenance and replacement costs of the 911 telephony system, radio consoles/workstations, and all other related equipment and/or systems. The parties shall continue to share the cost for the operation of CRC 911, subject to the appropriation of funds for such purpose by the respective bodies. Title to 911 dispatch consoles shall be jointly held by the City and County.
 - b. The CRC 911 Director shall prepare annual operating budget requests (City/County) for the system and shall submit the budget requests to the controlling authorities (Columbia City Manager & Richland County Administrator) for review and approval, no later than January 15st (County share of budget request), and February 20st (City share of budget request) of each calendar year. Proposed modifications to the budget requests must be provided to the controlling authorities by the CRC 911 Director within thirty (30) days of receipt of the initial budget requests.
- <u>LEVEL OF SERVICE.</u> CRC 911 will continue to provide the current level of service to each party, to the extent funds have been appropriated and will, to the same extent, support each agency's requirements as identified in the established policies and procedures.
 - a. Both parties agree that any request for additional, non-911 related, "value added" services, must be reviewed, and approved by both controlling authorities prior to implementation.
 - b. The CRC 911 Director will be consulted regarding the financial and/or operational impact created by any additional "value added" service request.

- <u>BUILDING:</u> CRC 911 will continue to be located at 1800 Laurel Street. The City will be responsible for providing CRC 911 operational and maintenance needs.
 - a. Due to the rapid growth of the City of Columbia and Richland County, maintaining a state-of-the art emergency communications center is necessary to ensure efficient and professional services to citizens and user agencies
 - Both parties agree to initiate a joint (City/County) Feasibility Study, facilitated by the CRC 911 Director, within twenty-four (24) months from the effective date of this Agreement.
 - Feasibility Study: The focus of the Feasibility Study will be the identification of viable options of either expanding current space availability, or procuring a new facility in order to acquire dedicated training facilities, technology areas, conference areas, personnel maintenance facilities, supervisory areas, and storage (records) areas.
 - The study and associated recommendations will be presented to the Oversight Committee for consideration and approval.
 - All approved recommendations will be included in the next fiscal year's budget proposal to the controlling authorities.
- 5. <u>MAINTENANCE:</u> Maintenance of the 911 system equipment and console equipment will be funded by available 911 subscriber fee revenues.
 - a. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer-Aided Dispatch (CAD) system will be included in the annual CRC 911 budget and shall be borne equally by the parties.
 - b. Both parties agree to continue to equally share the operational cost of CRC 911: to include, but not limited to, other operational, maintenance, and/or administrative costs, including personnel/staffing costs, subject to the appropriation of funds for such purpose by the respective governing bodies.
- 6. <u>PERSONNEL:</u> During the course of this Agreement all current and future CRC 911 personnel will continue to be considered employees of the City of Columbia.
- 7. <u>ACQUISITION OF DISPATCH EQUIPMENT:</u> Through the use of available 911 subscribers' lees, the County shall continue to provide sufficient 911 dispatch equipment required to properly operate CRC 911. The County, through the use of available 911 subscribers' fees, shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 services.
- 8. <u>AUDIT:</u> All County funds, including 911 tarifi funds used to support the operations of CRC 911, will be subject to audit by the County.
- <u>DURATION:</u> The term of this Agreement shall be for a period of five (5) years commencing upon the date of acceptance.
- 10. <u>TERMINATION:</u> Either party may terminate this Agreement upon twelve (12) months' written notice to the other party of its intent to do so. However, termination of this Agreement shall not result in disruptions of 911 services to either party.
- ENTIRE AGREEMENT AND AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof, other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

RICHLAND COUNTY Milton Pope County Administrator

WITNESS:



CITY OF COLUMBIA BY: Steve A. Ganti

ITS: City Manager

Richtard County Attendevic Office x d a Approved As to LEGAL Form Only.

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2-2010-057 10-950717



RESOLUTION NO.: R-2010-051

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

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

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

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

Requested by:

Mike King, ACM Public Safety

Approved b

City Manager

pprover as to form:

City Attorney

Introduced: 6/16/2010 Final Reading: 6/16/2010

Mayor

EST: City Clerk

STATE OF SOUTH CAROLINA)) COUNTY OF RICHLAND)

RICHLAND COUNTY / CITY OF COLUMBIA INTERGOVERNMENTAL FIRE AGREEMENT

This Agreement is entered into this _____day of _____, 2017 by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department within the City of Columbia limits; and

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and

WHEREAS, Richland County and the City of Columbia executed an Intergovernmental Fire Agreement dated July 1, 2012, which expires June 30, 2017; and

WHEREAS, Richland County Council and the City of Columbia Council desire to continue providing a seamless fire fighting system for Richland County and the City of Columbia through an equal partnership; and

WHEREAS, services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined below.

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

The purpose of this agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate certain authority to the City of Columbia, to establish and develop an organized manner in which to administer, manage, operate and maintain a response system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Except to the extent provided otherwise herein, Richland County delegates the authority specifically to the Fire Chief to administer approved services, oversee, provide supervision, and the direction of all career and volunteer firefighting personnel, stations, apparatus, equipment, fire service activities and other services specified in this agreement for the (Service Area). However, nothing in this agreement is intended to prohibit or restrict the County in providing fire protection services for the Service Area (hereinafter defined) and it is their prerogative to determine what level of fire suppression or any and all other services they desire in the Service Area as determined by Richland County. Richland County will provide all other services not specifically delegated to Columbia in this agreement. Richland County shall continue to provide these services at its sole cost and expense.

The City of Columbia operates an established fire department and has an appointed Fire Chief which serves as the highest ranking fire official in Columbia, and will include the Richland County Fire District (Service Area) as defined by this agreement and, except as otherwise provided herein, he shall have administrative and operational authority over department functions to include the administration of all approved funding as detailed in the City and County budgets. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Fire District (Service Area), will be brought to the City Manager by the County Administrator for resolution.

1. **DEFINITIONS**:

a. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.

b. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.

c. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response, and any other services approved and funded by Richland County.

d. "Operational Authority" is defined as the authority granted to Columbia by Richland County under this agreement, to be used in the direct operation of approved services, as outlined and funded by Richland County.

e. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this agreement.

f. "Administrative Authority" refers to the administrative authority delegated to the Fire Chief to oversee, manage and approve all functions of the fire department as outlined in this agreement.

g. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this agreement, and to properly account for all personnel, operational funds, equipment and supplies.

h. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this agreement, to distribute funds required to administer this agreement, and the right to audit any and all funds and processes used by Columbia in the administration of Richland County funds to implement this agreement.

i. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.

j. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County Services.

k. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.

1. "PPC" refers to the ISO Public Protection Classification used to provide a quantitative value of a fire department's fire suppression capability.

m. "AVL" refers to Automatic Vehicle Location System that is used by the 911 Call Center to track the location of emergency vehicles in real time.

n. "CAD" refers to the Computer Aided Dispatch system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and

other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.

o. The "CA" refers to a Contract Administrator. Richland County and the City of Columbia may authorize and assign individuals to monitor compliance of this agreement.

p. The "FAC" refers to the Fire Advisory Committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.

q. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.

r. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.

s. "Overtime or OT" refers to the time a worker who is funded through this agreement, is allowed to work above the hours of his/her regularly scheduled shift. Any work requiring any type of compensation other than the regular budgeted salary for the worker, will be considered Overtime work.

t. "Communications Center" refers to the joint Richland County / Columbia 911 Public Safety Answering Point and dispatch center.

u. "NFPA" refers to the National Fire Protection Association which sets codes and consensus standards for the fire service.

v. "OSHA" refers to the Occupational Safety and Health Administration, which regulates all worker safety.

w. "Minimum Staffing" refers to the established minimum staffing levels for fire shift throughout the County Service Area and the City of Columbia limits as set forth in Appendix B of this agreement which defines the total number of career fire personnel on-duty each 24-hour shift.

x. "NIMS" refers to the National Incident Management System used by the fire department to provide a systematic, proactive approach for guidance for operations for the management of domestic incidents in order to reduce the loss of life and property and harm to the environment.

y. "Overhead" refers to the cost of administrative and support personnel required to operate and manage the Columbia Fire Department and the Richland County (Service Area), which is shared by the County and City funded and charged proportionately at salaries plus benefits to be detailed within each respective budget.

2. ORGANIZATION

a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who will represent primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each. b. The purpose of the FAC is to provide advisory input into the joint fire policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.

c. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the City of Columbia. The City will appoint a Selection Committee with representation from the City and County to conduct candidate reviews and to make nonbinding recommendations to be submitted in wiring to the City Manager. The City Manager with input from the County Administrator or his designee will appoint the Fire Chief as set forth in the City Code and State law. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

3. FIRE STATIONS

a. The County will be responsible for all existing County owned and operated fire stations and will conduct routine maintenance as required in order to meet applicable codes and regulations for workplace environments. Richland County shall be responsible for insuring all fire stations at its sole cost and expense. The City agrees to use reasonable efforts to avoid damage to all County owned fire stations. Should any fire station be damaged by the negligence or willful actions or omission of any City employee, agent, or contractor, the City agrees to pay the County for any damage not reimbursed to the County by insurance.

b. The City will be responsible for all existing City owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall be responsible for insuring all fire stations at its sole cost and expense.

c. Additional fire stations may be constructed during the terms of this agreement. The Fire Chief will submit new station recommendations to Richland County for consideration. The Fire Chief may establish new committees to assist in developing those recommendations; provided, however, Richland County will have the final decision as to where new or relocated stations will be constructed in the Service Area.

d. The Fire Chief as a part of the annual budget process will make capital improvement recommendations to include any new fire stations to be contained within each City and County budgets as applicable.

e. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans.

f. The City of Columbia shall design, fund and build expansion stations in accordance with The City of Columbia's strategic and capital improvement plans.

4. PERSONNEL

a. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Columbia Fire Department and the Richland County (Service Area). The overhead funding to support such operations will be funded as outlined in Appendix A of this agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets with each party being charged its proportionate share of such personnel cost to include salaries plus benefits.

b. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.1. The fire career shift staffing personnel cost will be appropriately charged to each station budget by general ledger code.

c. The fire department will establish a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.

d. The fire department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices which meets South Carolina-Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural fire fighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shift on a daily basis. However, these minimum levels may be adjusted on any 24-hour shift as deemed necessary while accomplishing the overall mission of the department.

e. The fire department will include in its quarterly reports to the County and to the FAC summary reports of all personnel costs charged to each station budget which will include all staffing exceptions charged and total number of staffing hours each station was covered. These reports will assist the County and the FAC in ensuring all budgeted to actual expenses are charged to the appropriate accounts as approved by each council. The specific content details to be provided in any report required by the terms of this agreement shall be developed and mutually agreed to the County and the City.

f. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits.

g. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e. if County funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement, which shall be immediately available to the

County's Contract Administrator upon request, and which shall also be included in the quarterly reports to the County. Subject to paragraph 4.f., the Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

h. With the exception of volunteer firefighters, personnel authorized and funded in the Richland County fire suppression budget under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia. However, all volunteer firefighters, while not generally employees, will comply with the personnel, health and safety policies of the City of Columbia as referred to in the Volunteer Standard Operating Guidelines.

i. Only positions authorized and funded under this agreement, and used in the manner approved by Richland County, shall be paid from the adopted and approved Richland County fire suppression budget. Failure of the City to supply the necessary documentation for the County to determine the City's compliance with this provision, and/or the City's failure to comply with the provision are hereby declared a material breach of this contract.

j. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief and managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

5. COUNTY

a. This agreement will be monitored through the Richland County Emergency Services Department. The Richland County Contract Administrator(s) will monitor this agreement for compliance. The CA or CA's shall have access to any records pertaining to the administration of this agreement and all data collected by Columbia in its implementation of this agreement.

b. All Richland County buildings (excluding fire stations), vehicles and large pieces of equipment will be insured by Richland County with limits of liability as established by South Carolina law for governmental entities. The City, pursuant to Section 12.d., below, shall be required to pay its proportional share (52.6%) of any annual insurance premiums. Such costs shall be allocated via the annual budgeting process for the City and the County.

c. Richland County, at its own expense and outside of the funds budgeted and allocated herein, will be responsible for routine maintenance of stations and vehicles owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief, shall establish a routine fleet maintenance schedule.

d. Richland County will determine where new or relocated stations will be constructed in the Service Area with advisory input from the Fire Chief. Richland County will design, fund and

build expansion stations in accordance with Richland County's strategic and capital improvement plans.

e. Richland County maintains the right to conduct, at any time and without prior notice to the City, at its sole cost and expense, an audit of any and all parts of this agreement to ensure compliance; however, a draft copy of the results shall be provided jointly.

6. COLUMBIA

a. Tactical operations will be administered using Standard Operating Procedures, Standard Operating Guidelines, policies and procedures as approved by the Fire Chief.

b. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

c. A comprehensive water supply program will be developed to include the use of public and private water systems with hydrants, lakes, ponds, streams, swimming pools, dry hydrants, tankers and a water shuttle system. The water supply response directives will be incorporated into the CAD system.

d. A training and deployment plan for the water shuttle program will be developed and exercised monthly to improve training and implementation of the water shuttle system.

e. The Columbia Fire Chief shall prepare a monthly report to be presented to Richland County. The report will outline fire calls by type, other emergency calls by type, personnel status including vacancies, detailed reports of daily station/staffing assignments for personnel paid for using County funds, and staffing patterns, training, financial data including expenditures with line item breakdown reconciled with the daily staffing report, equipment status including needed maintenance of vehicles, and any other pertinent data needed to reflect the status of the fire suppression response system. The Fire Chief will present to Richland County and the FAC a comprehensive report on the status of the fire service on a quarterly basis, or more often if requested by the County or the FAC. Such quarterly reports shall include detailed financial data from the compiled monthly reports, and projected costs and budget deficits for the remainder of the then current fiscal year. Failure of the City to provide the reports required in this paragraph is hereby declared a material breach of this agreement.

f. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

g. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days' notice of receiving

information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

h. All front line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

i. Columbia shall maintain all County owned equipment assigned to Columbia through this agreement, at the same level of service as Columbia equipment is maintained. The cost will be included in each party's annual budget process. All repairs and maintenance charges will be charged to the appropriate station budget that reflects the actual time and cost of maintaining all City and County owned equipment. All associated data and cost information of the maintenance program shall be included in the monthly report sent to the County and included in the FAC quarterly report.

The County, at its own expense and outside of the funds budgeted and allocated herein, shall maintain its own vehicles, apparatus, and fire trucks through the County's normal fleet services program. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

j. With the exception of the electronic inventory reporting and staffing software interfaces, all reporting required by this agreement will be reported in a format available to the City and initiated immediately. The electronic inventory and staffing interfaces will be provided at such time the City's software is installed and fully operational.

7. EQUIPMENT

a. For the entire term of the agreement, the fire department will continue to utilize the electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City owned assets.

b. As equipment and supplies are processed for distribution, hand receipts will be used and filed electronically to maintain an accurate record of which equipment was received/issued. A listing of the location of where the property is assigned and to which entity it is charged shall be created each time equipment or supplies are distributed, issued or transferred. The list shall be available to the County immediately upon demand and shall automatically be supplied to the County no less than monthly. No equipment or supply will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics officer.

c. The Fire Chief will submit quarterly reports to Richland County and the FAC for review to ensure all resources, equipment and assets funded by the City and the County are recorded and kept separate. Failure of the City to supply this report is hereby deemed to be a material breach of this agreement.

d. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. It will be the responsibility of the Fire Chief to ensure all inventories are reconciled and maintained throughout the duration of this agreement. A copy will be sent to Richland County each year prior to the end of May. The County may conduct on-site inspections of any County building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the County shall give the City forty-eight (48) hours' notice to rectify such error. Failure of the City to rectify the error within the forty-eight (48) hour time limit is hereby deemed to be a material breach of this agreement.

e. Spare or surplus equipment must be kept segregated as Richland County or City of Columbia property.

f. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia-Richland."

g. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, fire fighters who are funded by Richland County, and for use in alerting of volunteer fire fighters assigned to Richland County stations.

h. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City Stations.

i. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

8. OPERATIONAL IMPLEMENTATION

a. All incident operational responsibilities outlined under this agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

b. All Richland County fire assets authorized by this agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. All Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the Service Area.

c. Richland County further delegates to the Fire Chief the authority to limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this agreement. Richland County shall provide to the Fire Chief all

applicable polices related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use County vehicles. At no time will County owned equipment, vehicles, assets, or inventory be assigned to City fire stations.

d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire suppression capabilities in the Service Area and the automatic aid agreements have been approved by Richland County.

9. VOLUNTEER FIREFIGHTERS

a. Under the terms of this agreement all volunteer firefighting personnel will report through the chain of command to the office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter with input from the County Director. As volunteer firefighters are not regularly paid City employees, volunteers will receive ONLY their routine fuel reimbursements, which shall come from the Richland County line item budgeted solely for this purpose. No other costs may be paid out of the fuel reimbursement line item. If a volunteer is paid any money by the City other than fuel reimbursement, that employee, for the purposes of this agreement, shall be considered a city employee and not a volunteer. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief. The City's improper use of the fuel reimbursement line item or the payment to any volunteer any funds beyond fuel reimbursement (i.e. stand-by pay, etc.) is hereby deemed a material breach of this agreement.

b. There shall be a volunteer recruitment, retention and training program for volunteers as authorized in this agreement.

c. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self fund these benefits. No Worker's Compensation benefits or claims will be paid by the County for any City employee or any person considered a City employee for the purposes of this agreement (see Sec. 9.a.). The following requirements pertaining to worker's compensation shall apply to this agreement:

1. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice;

2. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any claimant, nor may it make any attempt to direct or administer the claim in any way;

3. Any City employee or person treated as a City employee under this agreement (see Sec. 9.a.) shall make all claims for injury of any kind to the City;

4. If the City fails to fully comply with paragraphs 1, 2, or 3, above, and the County accrues costs related to a claim (for defense or payment of claim), the County shall

invoice the City for such costs, with such invoice being due and payable within thirty (30) days.

d. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal.

e. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal. Volunteers will be issued an "Emergency Vehicle Authorization" identification card that must be carried while operating a designated privately owned emergency vehicle.

f. Approved volunteer firefighters meeting the minimum training and safety standards will be used to staff all volunteer stations as listed in Appendix B.1, as amended. Volunteers will be trained based on the Columbia Fire Department's training and response standards ranging from non-smoke, smoke, driver operator, officer, and/or administrative capabilities as set by the Fire Chief and implemented and monitored by the Volunteer Coordinator. The Volunteer Coordinator will develop minimum training requirements for credentialing volunteers for use in special operations to include hazardous materials response and technical rescue operations.

g. All volunteer firefighters will be encouraged to participate in riding on all fire units career and volunteer in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and fire ground cohesion during emergencies.

10. FIRE FIGHTER TRAINING

a. All fire fighters authorized under this agreement will receive the same level of training regardless of career or volunteer status and must maintain defined standards as set by the Fire Chief.

b. Training will be provided equally and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.

c. A training schedule will be coordinated and published in May of each year outlining the classes being offered for the next 12 months, starting in July of each year. All published classes will be conducted regardless of limited attendance. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.

d. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.

e. There shall be a combination of career and volunteer designated instructors for all firefighter and will be coordinated through the Fire Department Training Bureau.

f. Richland County and the City of Columbia during the term of this agreement agree to endeavor to provide through proposed budget process funding to train and provide as staffing allows one (1) on-duty Emergency Medical Technician (EMT) for each roster staffed fire engine within the Columbia Fire Department and Richland County (Service Area) as funding permits.

11. PUBLIC PROTECTION CLASSIFICATION

a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this agreement.

b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief.

12. FINANCIAL/ ACCOUNTABILITY

a. Each year the Fire Chief will develop and present separate budgets for fire protection services within the Richland County (Service Area) and the City of Columbia. Each budget will consist of a detailed fire budget to include; fire administration, operations-(suppression) station-by-station, training and logistics. The Fire Chief will work directly with the Richland County Emergency Services Director (County Director) to draft a budget request for Richland County which meets the needs of the County and the City.

b. Each budget request will detail those costs associated and determined by the Fire Chief, and the County Director provided herein, as necessary, in order to maintain the current service levels including the minimum career staffing levels as set forth in Appendix B, which shall be reviewed each year during the budget process, and amended as deemed necessary by joint agreement of the City and County. Each budget request will be at the funding levels necessary for the collective operations of the Columbia Fire Department and the Richland County (Service Area) and will include any supplemental requests as may be deemed necessary for expansion of service levels. The costs associated with the operation of the fire administration and each stations operation will be detailed.

c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All personnel funded will be listed and include current salary information. All personnel, equipment and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their organization the amount to be funded to

support operations. Should funding levels need to be reduced, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services could be reduced in order to meet funding levels and they will have final approval for their respective areas. After the budget has been approved the Fire Chief must remain within established funding levels during the budget year. Failure of the City to provide the services described in this agreement within the annual approved County budget is hereby deemed to be a material breach of the agreement; provided, however, that if the City timely requests a budget increase from the County in any budget year, and such request is granted by the County, no breach has occurred.

Each year the City of Columbia through the City Manager shall present a budget request d. that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. Richland County and City of Columbia will review the budget request and make adjustments and recommend the budget for County Council consideration and approval. While the actual costs for fire services in the combined service areas of the County and City (Total Cost) may increase or decrease, the City's proportional share of such Total Cost shall, for the term of this agreement, be 52.6%, while the County's proportional share shall be 47.4%. For example, if the Total Cost to provide fire services to the combined service area is \$1,000,000 for one year, the City would pay \$526,000, while the County would pay \$474,000. This ratio shall remain the same regardless of any increase or decrease in Total Cost. If at any time during any fiscal year, the City requests a budget increase from the County for the remainder of the fiscal year, the City shall present the total cost increase needed to the County, and if the Richland County Council deems it appropriate, the County shall provide 47.4% of the total cost presented while the City shall be required to appropriate the remaining 52.6% of the total cost presented. Failure of the City to provide its proportional share as provided in any part of this paragraph, shall be deemed a material breach of the agreement.

e. The County budget request will be presented to the Richland County Administrator prior to December 1st of each year.

f. The City of Columbia shall collect a fee in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by Richland County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this agreement are to be remitted to Richland County on a monthly basis. Richland County may request to increase the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

g. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in the annual budget appropriations must be made pursuant to the City of Columbia or Richland County procurement regulations, respectively, and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County owned.

h. The Fire Chief will develop a Research & Development Group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City

and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased shall be compatible with the City's equipment and meet or exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will develop and approve specifications for equipment and routine capital items listed within the budget, to include but not limited to; structural firefighting gear, safety equipment, firefighting equipment, breathing apparatus, extrication and rescue equipment, hazardous materials and response equipment as to ensure in-kind consistency throughout the unified system. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that may be used for purchasing of apparatus in the County (Service Area) in order to maintain consistency throughout the unified system.

i. A separate long-range capital replacement plan for large apparatus and vehicle and major station renovations shall be developed and presented to Richland County for consideration.

j. Equipment and vehicles purchased with Richland County or City of Columbia funds and used in the administration of this agreement will be stationed at stations for use in providing services as described in this agreement and annual budget appropriations.

k. The County may endeavor to adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, a rescue, a ladder, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

1. The City and County budgets shall fund the cost of all vehicles repairs, replacements and fuel expenses for its own vehicles that support the unified fire operations and as listed in Appendix A (Overhead Vehicles) to be listed within each respective budget as listed in Appendix A at 15 vehicles each totaling 30 overhead vehicles.

m. Richland County under the terms of this agreement will fund one staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this agreement.

13. ANNEXATION

All County stations will remain the property of Richland County. In the event the City of Columbia should annex any area located in the County Service Area that contains a County fire station, Richland County may in its sole and exclusive discretion, offer to sell the station to the City of Columbia upon such terms and conditions as Richland County and the City of Columbia may mutually agree. Upon annexation, the County's proportional share (see Sec. 12.d.) shall

decrease in an amount proportional to the decrease in square feet of land in the total Service Area. Such change shall take effect on July 1 following the annexation.

14. TERMS

a. This agreement shall be effective as of July 1, 2017.

b. The term of this agreement shall be for five (5) years and may be renewed by consent and agreement of both parties for an additional five (5) years.

c. Either party may terminate this agreement after notifying the other party in writing with no less than six (6) months' notice; however both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of fiscal year (June 30).

15. INCORPORATION AND MERGER

a. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

16. MISCELLANEOUS

a. BREACH: In the event either party shall fail to comply with this Agreement, and such failure shall continue for a period of thirty (30) days, unless a shorter period is specifically provided herein, after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

- 1. Material Breach/Liquidated Damages.
- i. In addition to the remedies provided above for breach, if the City shall be in material breach according to the express provisions of this agreement, and such material breach shall continue for a period of fifteen (15) days after written notice of the material breach has been provided by the County, unless a shorter period is specifically provided herein, the parties hereby agree as part of the consideration for this agreement that the City shall pay the County \$250 per day, not as a penalty but as liquidated damages for such material breach of the agreement, for

each and every calendar day that the City shall be in material breach until such breach is cured.

ii. The said amount is fixed and agreed upon by and between the City and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is therefore agreed to be the amount of damages the County would sustain.

b. WAIVER: The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

c. NOTICE: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or addressed to:

City of Columbia City Manager Post Office Box 147 Columbia, SC 29217

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County County Administrator 2020 Hampton Street PO Box 192 Columbia, SC 29202

Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

d. AGREEMENT INTERPRETATION: Ambiguities in the terms of this Agreement, if any, shall not be construed against the City nor the County. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

e. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision

were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

f. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

g. NON-APPROPRIATION: Notwithstanding anything in this Agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purpose.

h. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City and County within thirty (30) days of execution of this agreement, or as soon thereafter as is practicable.

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

WITNESSES:

Gerald Seals, Administrator On behalf of RICHLAND COUNTY

WITNESSES:

Teresa Wilson, City Manager On behalf of CITY OF COLUMBIA





REQUEST OF ACTION

Subject: Council Chambers Renovation

A. Purpose

County Council is requested to authorize the construction contract with Solid Structures and a project contingency. This contract will allow for the renovation of the chambers to include ADA accessibility, larger Ante room, improved technology and better audio/visual components.

B. Background / Discussion

Richland County Council desires to renovate the existing 3,000 square foot Council Chambers to create a more modern environment that addresses improved ADA accessibility, updated Audio/Visual integration, and additional space in the Ante Room. The intent of this renovation was that the entire space would be completely demolished back to the existing perimeter walls allowing for construction of a new layout that would better support Council meeting functions. Some of the features of the new design will include:

- New dais layout that provides at minimum a 30" deep work surface
- Full ADA accessibility around the dais
- Ante room that provides space for 11 Council members, Clerk of Council and any staff making presentations. In addition a space to lay out food and beverages.
- Two private, ADA accessible restrooms directly off the anteroom
- The public seating capacity should be within 120-150 people
- Two individual podiums, one for the public and the other for County staff
- 3 large monitors for public viewing of the agenda and any presentation material
- The ability to handle electronic voting and display for the public
- All new lighting to include LED as well as accent lighting on Council members to allow better visibility on the video feed
- Complete overhaul of HVAC diffusers and electrical system
- New millwork creating a more executive feel to the space
- New furniture behind the dais and in the well

Council Chambers is the center of government for Richland County, and thus should function and look like the center of government. There are many items in Council Chambers that are long past their useful life, and thus need to be replaced. Technology in particular is very outdated, space is extremely limited and the current flow of individuals with disabilities is hindered. This renovation project will address all of these concerns, plus provide Council Chambers with a fresh, up to date look.

The project was solicited following Richland County Procurement policy. We received 2 bids. The bid tab is attached showing the base bid and allowances, along with bid alternate

#1. This bid alternate is for adding some additional millwork throughout the chambers. While it is not a necessity, it would provide an improved aesthetic value. At this time the bid alternate has not be accepted and is not included in the requested amount.

Richland County has worked with Solid Structures in the recent past as they performed the renovation of the new Coroner's Facility. They provided very quality work and were always responsive to any request by the County. This positive experience on the Coroner's Facility speaks highly to their professionalism and ability to provide a product that they stand behind.

The lowest most responsive bid for this renovation was for \$828,441. There are a few allowances that will be included under the contractor's responsibility. In addition, a construction contingency will be needed to account for any unforeseen conditions during the construction. Please see the following table for a breakdown on the total request. The total request of this ROA is \$1,246,785

Council Chambers Renovation Budget Overview					
Base Bid	\$828,441				
Audio/Visual Allowance	\$235,000				
Furniture Allowance	\$60,000				
Signage Allowance	\$10,000				
Contingency	\$113,344				
Total Request	\$1,246,785				

C. Legislative / Chronological History

This item does not have a Legislative history as this is the first time it has been presented to Council for consideration.

D. Alternatives

- 1. Approve the request to authorize a contract with Solid Structures for \$1,133,441. Also approve a project contingency amount of \$113,344 which brings the total request to \$1,246,785.
- 2. Do not approve the request to authorize a contract with Solid Structures or the requested contingency amount.

E. Final Recommendation

It is recommended that Council approve the request to authorize a contract with Solid Structures for \$1,133,441 and a project contingency of \$113,344.



RICHLAND COUNTY GOVERNMENT CERTIFIED BID TABULATION

SOLICITATION NUMBER : PROJECT NAME: RC-074-B-2017 Council Chambers Renovation			DATE ISSUED: 5/5/17	RE 6/7/*	CEIPT DATE:	TIME OPEI 2:00PM	V:			
DEPARTMENT: REQUISITION #: Capital Projects REQUISITION #:				CONTRACT#:	CONTRACT#: PURCHASE ORDER #:		RDER #:			
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RCPD TABULATION FORM-2011_(RAC)