

RICHLAND COUNTY
ADMINISTRATION & FINANCE
COMMITTEE AGENDA



Tuesday, APRIL 23, 2019

6:00 PM

COUNCIL CHAMBERS

The Honorable Joyce Dickerson, Chair

County Council District 2

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Dalhi Myers

County Council District 10

RICHLAND COUNTY COUNCIL 2019



Bill Malinowski
District 1
2018-2022



Joyce Dickerson
District 2
2016-2020



Yvonne McBride
District 3
2016-2020



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker, III
District 6
2018-2022



Gwendolyn Kennedy
District 7
2016-2020



Jim Manning
District 8
2016-2020



Calvin "Chip" Jackson
District 9
2016-2020



Dalhi Myers
District 10
2016-2020



Chakisse Newton
District 11
2018-2022





Richland County Administration & Finance Committee

April 23, 2019 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Joyce Dickerson
2. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: March 26, 2019 [PAGES 7-15]
3. **APPROVAL OF AGENDA** The Honorable Joyce Dickerson
4. **ITEMS FOR ACTION** The Honorable Joyce Dickerson
 - a. Explore developing municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County [N. JACKSON] [PAGES 16-18]
 - b. Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas [N. JACKSON] [PAGES 19-38]
 - c. I Move that Richland County remove the salary history question on employment applications in an effort to ensure fair hiring practices. The mandated change should apply to employment applications in print and online and the salary history question should also be removed from verbal interviews and employment screenings. [TERRACIO] [PAGES 39-67]
 - d. United Way Lease Agreement Renewal - 2000 Hampton St. [PAGES 68-81]
 - e. Corley Construction, LLC Payment Authorization [PAGE 82]

- f. Mountainbrook Ditch Stabilization Project [**PAGES 83-88**]
- g. Award for Mobile Home Park Demolition – Percival Road [**PAGES 89-163**]
- h. Total Rewards Implementation [**PAGES 164-258**]
- i. Airport Overnight EAA Camping Event Request [**PAGES 259-264**]
- j. City of Columbia: Permission to Survey - SS7462 Verch Locke Sewer Lift Station Area [**PAGE 265**]
- k. Acquisition and Disposal of County Real Property –Draft Policy [**PAGES 266-272**]

5. ADJOURN



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

ADMINISTRATION AND FINANCE COMMITTEE

March 26, 2019 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Yvonne McBride and Dalhi Myers

OTHER COUNCIL MEMBERS: Allison Terracio and Paul Livingston

OTHERS PRESENT: Michelle Onley, Trena Bowers, Sandra Yudice, Kimberly Williams-Roberts, Larry Smith, Stacey Hamm, Edward Gomeau, Ashiya Myers, Ashley Powell, Jennifer Wladischkin, Valeria Davis, Jocelyn Jennings, Janet Claggett, Ismail Ozbek, Dale Welch, John Thompson, Clayton Voignier, Quinton Epps and Shahid Khan

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. **February 26, 2019** – Ms. Myers moved, seconded by Ms. McBride, to approve the minutes as distributed.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Myers, to adopt the agenda as published.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.
4. **ITEMS FOR ACTION**
 - a. **Approval of Purchase: Fire Pumper Truck** – Ms. McBride moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to award the bid to Rosenbauer for the purchase of the demo fire pumper truck in the amount of \$431,150.

Ms. Myers inquired if this is a backup truck.

Mr. Byrd stated it is a frontline truck at the Capitol View Station, and the truck currently in the station would be moved to reserve status, if it is not needed at another station.

Ms. Myers inquired if we are close to getting the ISO Study back.

Mr. Byrd stated they are working diligently on that. Hopefully, we will have something back in another month.

Ms. Dickerson requested an update on this at the April committee meeting.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- b. Richland Rebuilds (1228 Tolliver Street) – Required Change Order – Mr. Malinowski moved, seconded by Ms. Myers, to forward this to Council with a recommendation to award additional HOME funds to the contract in the amount not to exceed \$123,050 for construction of the unit.

Ms. Davis stated the original contract was for \$80,000 to construct a new home for this homeowner. The additional cost is for DHEC to have the asbestos properly mitigated, along with air quality controls, which increased the price to \$123,050. The increase was more than 10%; therefore, it had to come to Council for approval.

Mr. Malinowski inquired when this house is rebuilt who will be the owner of it (i.e. the County, Federal government, the current owner).

Ms. Davis stated it will be the current owner.

Mr. Malinowski stated they have allowed a home to go into a state of disrepair to the point they need assistance, so what is the guarantee this will not happen again.

Ms. Davis stated we will put a deferred forgivable loan to carry us through a 10-year period, and as long as the homeowner is maintaining, with the proper insurance, which will cover and protect the value of the home during the duration of the 10-year period. And, by the way, the homeowner is 94-years old.

Mr. Malinowski inquired if we would not be better off putting the homeowner in a rental unit, and using the funds for a younger person.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- c. Affordable Housing Development Project – Ms. Myers moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to award HOME funds to SC Uplift Community Outreach in the amount not to exceed \$137,145 for the construction of an affordable housing unit.

Mr. Malinowski inquired if this project was located in unincorporated Richland County.

Ms. Davis responded that it is not. It is located in Bluff Estates in District 10.

Mr. Malinowski stated he thought our funds were to be utilized in unincorporated Richland County.

Ms. Davis stated we utilize in both the unincorporated and incorporated areas, but we primarily assist in the unincorporated area. This is a contract that we are putting together for SC Uplift for the construction of a single family dwelling and this is the location they supplied to us.

Mr. Malinowski noted for the record the figures on one page say \$137,140...

Ms. Davis stated she saw that and it will be corrected.

Ms. McBride inquired as to how the referrals come to the County.

Ms. Davis stated this is one of SC Uplift's Smart Homes. They are working with AARP, USC and Prisma Care. They get their referrals from any of these sources; however, because it is a County project, if someone lived in Bluff Estates or the surrounding area, and they wanted to be a renter of this property, they too would be an option.

Ms. McBride stated, for clarification, SC Uplift comes to the County to renovate these homes. She inquired if they purchase the home or does the County purchase the home.

Ms. Davis stated the County gives the funds to acquire and rebuild. This particular home, they came through our procurement process, vetted and provided HOME funds.

Ms. McBride stated, for clarification, and independent entity comes to the County with a home they want to purchase, so they can rent. They work with other entities to make them presentable and use high technology.

Ms. Davis stated they call it a Smart Home. Because it is for seniors, they are going to be working with Prisma and AARP to make it a Smart Home, so that if a senior became ill they are able to communicate with their doctors through an app that is on their TV. The first house they did with SC Uplift was on Judy Street, which was a major reconstruction. This project is a vacant property, so the County will give them the funds to acquire the land. They in turn will build the Smart House on the property.

Ms. McBride requested they go back and look at the landscaping on Judy Street.

Ms. Myers stated she noted in the briefing document, under the alternatives, it said, "Do not approve the request to award to SC Uplift Community Outreach. If the Council does not approve, the County must solicit proposals for affordable housing development and commit funds to a project by May 2019 or risk losing 15% of 2017 HOME funds." She inquired how much outstanding 2017, or 2018, HOME funding do we have that we are at risk of losing.

Ms. Davis stated there is a 2-year commitment rate. So, we have to commit the 2017 funds no later than September 30, 2019. The \$137,145 will take care of that commitment and clear them for 2017. The 2018 is approximately \$100,000. She stated they have to commit a minimum of 15% to non-profit, which they can increase, and historically do.

Mr. Malinowski inquired if the City also applies and receives these funds.

Ms. Davis responded in the affirmative.

Mr. Malinowski inquired if the City has given the County anything when we needed it.

Ms. McBride stated we obviously do not have a waiting list since we gave the funding to the City.

Ms. Davis stated this was properly vetted through the Procurement Department. We have a predesignated Community Housing Development Organization (CHDO) list, and we requalify them annually when they submit their application. For example, SC Uplift, Community Action Provider, Santee Lynches CDC, etc.

In Favor: Myers, Dickerson and McBride

Opposed: Malinowski

The vote was in favor.

- d. Southeast Sewer Project Award – Ms. Myers moved, seconded by Ms. McBride, to forward to Council with a recommendation to award the project to Joel E. Woods for the expansion of Richland County’s existing sewer collection system.

Mr. Malinowski inquired as to when this will be put out for bid.

Ms. Wladischkin stated this was a RFP. They solicited for the qualifications and proposal at the same time.

Mr. Malinowski inquired where the figures they provided.

Mr. Khan stated the County has a prequalified list of consultants. When a project comes out, we invite them to bid. In response to this particular project, we only received one response.

Mr. Malinowski inquired if the response included a bid.

Mr. Khan responded in the affirmative. It has a technical and a financial.

Mr. Malinowski requested the total.

Mr. Khan stated it was approximately \$790,000. It is higher than the \$750,000 available.

Mr. Malinowski inquired if Mr. Khan plans to negotiate.

Mr. Khan stated the recommendation is to authorize us to negotiate and award the contract.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

- e. Restructuring Ordinance Phase II – Ms. Myers moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to approve staff’s recommendation for Phase II of the organizational restructuring of Richland County Government.

Ms. Myers requested Mr. Gomeau and Dr. Yudice to explain the highlights of why this is important for the administration of the County.

Dr. Yudice stated the major highlights of the restructuring is:

- Revisions to the County Administrator’s Office structure, with the reclassification of 1 County Administrator to a Deputy County Administrator, so that we do not have the same situation that we went through last year;
- The Deputy County Administrator will act as an Acting County Administrator, with the approval of a resolution by Council;
- Moving Fleet Management from Risk Management to the Department of Public Works. It is normally housed in other jurisdiction in Public Works;
- Moving the cybersecurity function from Information Technology to Risk Management. Right now there is a collaborative effort in Information Technology, but the

Administration and Finance

March 26, 2019

-4-

recommendation is to create a function within Risk Management that will oversee the cybersecurity function for the entire County;

- Moving the GIS function from Information Technology to the Community Planning and Development, so there is more collaboration.

Ms. Myers stated the 2 pieces that she finds more helpful, and certainly most necessary for the County, is having a Deputy Administrator, so that we do not ever have the situation we had last year. And, the creation of the cybersecurity division. We are living in an age driven by cyberspace, so being able to protect the County from that standpoint is extremely good.

Mr. Malinowski inquired if any of these changes of divisions and creation of new positions call for the hiring of additional employees.

Dr. Yudice responded in the negative. The first one, is within budget. We have funding in the County Administrator's Office, and the other ones are just moving the functions into other departments.

Mr. Malinowski stated, if we are creating a Deputy County Administrator, and it states within the duties of that deputy position that they are to serve as the Acting Administrator, in the absence of a County Administrator, why do we add upon appointment of County Council by resolution.

Dr. Yudice stated that gives County Council the option to have that person to act or to hire someone else. Also, State law requires County Council to appoint a County Administrator.

Mr. Malinowski inquired why the cybersecurity function would not be under IT Department, so you do not have work being done by 2 different departments, for 2 different things.

Mr. Gomeau stated it will not be done by 2 different departments. It is a risk function everywhere, and Risk Management is responsible for looking at the protection of the whole County, where IT does not do that. We are going to utilize some of the IT personnel, but this is a whole separate function from IT. It is looking at the risk the County is exposed to, and it is a specialized area. We think it needs to be independent of IT, in terms of its relationship with the whole County.

Mr. Malinowski stated, in his review of the ordinance, it eliminated Building Inspections.

Dr. Yudice stated it is not an elimination. The language was condensed.

Mr. Malinowski inquired if we ever had the work session regarding the Business Service Center. If we did not have that, why would we approve changes in this ordinance.

Dr. Yudice stated the work session is scheduled for the 2nd Council meeting in April.

Mr. Malinowski stated he would like to defer the portion that relates to the Business Service Center because if we approve this, then we have to come back and change it anyway. He stated there are also no fee schedules included in the ordinance, so he would request that they be included before it goes to Council.

Mr. Malinowski made a friendly amendment to defer the portion related to the Business Service Center and include the fee schedules where indicated.

Ms. McBride stated, on p. 147, Sec. 2-88, the following language is struck through: "...three (3) positions of assistant". She inquired if those 3 positions were no longer needed.

Administration and Finance

March 26, 2019

-5-

Dr. Yudice stated the Assistant Administrators are outlined in Sec. 2-91. Currently, if 1 of the 3 is reclassified for a deputy, there will still be 2 Assistant Administrators.

Ms. McBride inquired if we are recommending to create the Assistant Administrator positions.

Dr. Yudice stated those are existing positions.

Ms. McBride stated, Sec. 2-89 says, "The deputy county administrator shall be paid an annual salary as approved by the county administrator" and "...approved by county council" was struck. She inquired if there was a reason for this language being struck. She is concerned about fiscal accountability.

Dr. Yudice stated that will be in line with the HR guidelines on establishing guidelines, and it is the prerogative of the County Administrator to establish the salary for the staff that reports to him/her directly.

Ms. McBride inquired if County Council have any authority, in terms of fiscal responsibility, in terms of looking at the salaries.

Mr. Smith stated Council has a responsibility to establish a budget, and the budget itself would fund the salaries that go along with that. When Dr. Yudice says that the County Administrator has the authority to establish the salaries, he is not sure that is correct. He has the authority to hire the individual, subject to the County's personnel policies and procedures. To the extent that the County's personnel policies and procedures, that Council has promulgated, establishes certain parameters, as it relates to salaries, then that is what you would have to operate within.

Ms. McBride inquired if it was not appropriate to include "and approve by county council." She inquired if that is within their legal rights.

Mr. Smith stated the Council promulgates the County's personnel policies and procedures. To the extent that it is your responsibility to do that, if you look on p. 190, under the duties of the county administrator, one of the things it says is to administer "the administration of personnel policies," but Council is the ones that promulgate those policies, and it is his function to carry them out. To the extent that Council creates certain personnel policies, and establish certain guidelines related to compensation, then it would his function, as the County Administrator, to carry those out.

Ms. McBride stated she is really concerned about the fiscal responsibility and the best practice in business services, in terms of how it is done, and when it is done. Particularly, given the situation that we are in now, that we will soon have a new Administrator within the next month or 2. This Administrator will come in, and many of the positions are already filled. She has the upmost respect for our Interim Administrator, but she thinks that an Administrator coming in should be able to build his or her own team. If we continue to fill these very important positions, that Administrator coming in would not have that authority, in addition to the precarious situation that the people that have just been appointed are put into. Furthermore, if we continue with making adjustments to the positions, it leaves little left, given that we only have a short window before we have a new Administrator to come in, for him or her to have any input. And, we might be going through these same things over again. She cautions us, as we move ahead to really think about what we are doing, and to look into the future, in terms of the person coming in. While she respects Mr. Gomeau's decision, she feels that we are going to hire an individual that has professional experience, and knowhow to build his or her own team, and to work in terms of developing the way he would like to see his administration conducted.

Mr. Malinowski inquired if the 2nd ordinance, beginning on p. 189, is a clean version of the ordinance.

Dr. Yudice responded in the affirmative.

Mr. Malinowski stated under Sec. 2-157(2) Engineering. it appears we have 2 different departments managing the same group because GIS was previously put under business services, but now we are saying with the exception of this one area, Public Works handles it.

Mr. Ozbek stated the GIS Public Works provides is a subset of the County GIS. They keep tabs on the infrastructure, stormwater, roads, etc. and is a part of their engineering process.

Mr. Gomeau stated, when Council hired him, he told them that he was not going to be a placeholder, that if he was hired he was going to make decisions as if he was here permanently. That is the way he does business. That is the professional way. The fact is, if they do not want him to do these things, then tell him and he will be gone. If they do not want him to make decisions that might affect someone that may show up in a month or 2, then they need to tell him. He has been doing this for 55 years, and he can pick people as good as anybody. His intent is to leave a structure in place here that will continue on, not like you had. There was no continuity anywhere. So, whoever was doing that was not doing a good job at that point. If they want him to just sit at the desk for a month, until somebody shows up, they have the wrong person. He is going to continue to make decisions. If they do not want him to make decisions, tell him tonight and we will separate this Friday. It is insulting to say that he would do things like that to beat someone walking in here. For all he knows, they could get in an automobile accident and get killed.

Ms. McBride stated her first statement was that she respects the work that Mr. Gomeau is doing, as an Administrator. But, if he was coming in, and someone else had been in his place, she would say the same thing. She has been in government and administration for 40 years herself. She has observed Administrators and turning over staff. If there are positions available, they do not usually fill those higher level positions. They leave them there for the new Administrator when they come in. In terms of our staff, she thinks we have excellent staff. Obviously, we do because he has chosen them to be in some of these positions. She does not think that our government was in total disarray because we had good staff operating Richland County. That same staff is here now, and they will be here when he is gone. They will be here when new people come in. She is sorry that Mr. Gomeau took it the wrong way because she did intend to say anything negative about him. In fact, she did not. She actually acknowledged the work he did. Her statement is not pertaining to him. It is pertaining to anyone that would have been in his position. If she was coming in as a new Administrator, she would like to build her own team. She stated we did not hire him to hold a place. Actually, she is one of the people that voted for him. Council hired him to come in and do the job that he is doing. She stated she will not take her statement that the new Administrator should build his or her own team.

Ms. Dickerson stated she had some concerns about this. Before she put it on the agenda, she spoke with the Chair to make sure that it would properly be before us. She respects Mr. Gomeau, and does not look for him to just sit there as a placeholder. Given where we are in she thinks this prematurely in front of us. She would like to see this recommendation be presented under the new Administrator.

Ms. Myers noted, in the time she has been here, we fired an Administrator for coming in and hiring a team. In large part that is the reason a lot of people were disgruntled with our last Administrator. To the extent that we went for 3 – 4 months with a staff influx because we had not deputized anybody to be a Deputy Administrator. Assuming the person coming in wanted to build a team, if she were coming in she would like to have some stability, while she got her feet

Administration and Finance

March 26, 2019

-7-

wet. She would like to have people around her that know the lay of the land, and keep the ship afloat while she was learning about the new organization. To the extent that the people that are being recommended have been with the County for a reasonable period of time, and have demonstrated their caliber, and their ability to do these jobs, she would suggest we move this forward, so that we do not put the County in stasis awaiting somebody that may never arrive. We would like to have a ship that can keep moving.

Ms. McBride stated, in terms of stability, we have already approved for 2 persons to be hired, so she does not think that is an issue. At the level we are now, we have stability in place, so it is not like this is going to make a significant difference.

Mr. Livingston stated he thinks what is before us has more to do with organizational structure than it is people. The people are in place. It is just a matter of whether or not this is the new structure we want. He thinks it is going to be a lot easier for a new Administrator to change the structure if he/she needs to.

In Favor: Malinowski and Myers

Opposed: McBride

Abstain: Dickerson

The vote was in favor.

- f. Internal Auditor – Ms. Myers moved, seconded by Mr. Malinowski, to forward to Council with a recommendation to approve this item.

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

5. **ITEMS FOR INFORMATION/DISCUSSION**

- a. I move that Council be informed in regard to the attached figure provided by Richland County Administrator on February 13, 2019 whether 1 or 2 Assistant County Administrator position vacancy(s) were advertised [MANNING] – Mr. Gomeau stated, when we decided to advertise for the Assistant County Administrator, the job was put through, and HR put the one that you see in the photo. Where he got that from was when he was going through old file looking for organization charts, he found this. It was his intent to use the organization chart that had 3 Assistant County Administrators, but somehow it got translated into one. It was never meant to be 1. It was meant to be 2, which was his error. He stated he did not see the ad, so he did not catch it in time. There were a number of applicants, so it did not affect the application process.
- b. I move that Richland County Council pass a resolution urging the South Carolina State Legislature to pass the Equal Rights Amendment, making it the final state required to ratify the Amendment [TERRACIO] – Ms. Terracio stated it has been almost a 100 years since the Equal Rights Amendment was proposed. There was a large campaign in the 70's to pass the Equal Rights Amendment, which guarantees equality of rights under the law shall not be denied or abridged by the United States, or by any State, on account of sex. So, it guarantees rights to everyone regardless of gender. We are in a year where there is more of a push in some of states to be the final State to ratify the amendment. The SC State House has a bill, with bi-partisan support, and support from both men and women. She anticipates that the SC State Senate should also have the companion bill filed shortly. Local support from cities and counties would

**Administration and Finance
March 26, 2019**

-8-

help give our legislature the support, or push, it might need to go ahead and vote favorably to be the final state to ratify the amendment and amend the Constitution of the United States.

Mr. Malinowski requested staff or Councilwoman Terracio to reduce this to writing, so we can see what we are talking and what we would like to do in moving forward.

Ms. Terracio stated, when she submitted this motion, she submitted a proposed resolution, which mirrors the Charleston City Council resolution.

Mr. Malinowski stated he does not know the background information on this item.

Ms. Terracio inquired, for clarification, that Mr. Malinowski would like a copy of the amendment to the Constitution.

Ms. Myers moved, seconded by Ms. McBride, to amend the agenda to move Item 6(a): "I move that Richland County Council pass a resolution urging the South Carolina State Legislature to pass the Equal Rights Amendment, making it the final state required to ratify the Amendment."

In Favor: Malinowski, Myers, Dickerson and McBride

The vote in favor was unanimous.

Ms. Myers moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the resolution.

In Favor: Malinowski, Myers, Joyce and McBride

The vote in favor was unanimous.

- c. Council needs to create an evaluation method for the employees they are responsible for, the Administrator, Clerk to Council, and Attorney. Once done, the evaluation process must take place [MALINOWSKI] – Ms. Myers stated the Chair has created a committee to address this matter.

7. **PENDING ANALYSIS: NO ACTION REQUIRED**

- a. Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas [N. JACKSON] – No action was taken.
- b. Explore developing municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County [N. JACKSON] – No action was taken.
- c. I move that Richland County remove the salary history question on employment applications in an effort to ensure fair hiring practices. The mandated change should apply to employment applications in print and online and the salary history question should also be removed from verbal interviews and employment screenings [TERRACIO] – No action was taken.

8. **ADJOURNMENT** – The meeting adjourned at approximately 7:00 p.m.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning & Development
Date Prepared: **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 16, 2019
Budget Review	James Hayes via email	Date:	April 17, 2019
Finance Review	Stacey Hamm via email	Date:	April 16, 2019
Other Review:		Date:	
Approved for Council consideration:		Assistant County Administrator	Ashley Powell, AIA
Committee	Administration and Finance		
Subject:	Municipal Enterprises		

Recommended Action:

Staff recommends that Council direct staff, by way of the Administrator, to explore the mechanics, feasibility and appropriateness of municipal enterprises for economically distressed communities and determine appropriate and applicable utilization of vacant and other property owned by Richland County, under the direction of a Revivify Richland Task Force as a subsequent element of the Revivify Richland Strategic Framework.

Motion Requested:

I move to approve staff’s recommendation to direct staff, by way of the Administrator, to explore the mechanics, feasibility and appropriateness of municipal enterprises for economically distressed communities and determine appropriate and applicable utilization of vacant and other property owned by Richland County, under the direction of a Revivify Richland Task Force as a subsequent element of the Revivify Richland Strategic Framework.

Request for Council Reconsideration: Yes

Fiscal Impact:

Fiscal impact would depend on costs associated with the activities of a Revivify Richland Task Force.

Motion of Origin:

“Explore the development of municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County.”

Council Member	Norman Jackson
Meeting	Special Called
Date	November 13, 2018

Discussion:

Municipal enterprises are businesses owned by local governments that provide services that generate revenue for local communities. These entities are normally established as a publicly owned, non-profit entity under the labeling of “Authority” or “Corporation”, e.g., Rural Electrification Authority, Reservoir Water Authority or Community Investment and Development Corporation. Municipal enterprises will often play key roles in building wealth for local communities through stable job creation and business incubation, provision of goods and services in underserved areas too costly for for-profit development and direct community benefit from local revenue. Generally, these include the operation of public utilities and public facilities to generate streams of income to support various funding needs for local governments. Beyond utilities and facilities, real estate development has become another viable type of municipal enterprise for communities through generation of lease revenue. Often this will include government owned convention centers, hotels and markets. Two specific examples include Pike Place Market (Seattle, WA) and Faneuil Hall (Boston, MA).

Economically distressed communities are low wealth communities that do not experience or see benefits from the prosperity of the general, surrounding areas. These include areas of cities and counties in which the private market functions of development and business are limited and highly inactive. Economically distressed communities are generally characterized as areas with high concentrations of minority groups, low wage households, deteriorating housing stock, high property and violent crime, limited employment opportunities and lack of educational access. More specifically, economically distressed communities are defined by one of three factors or a combination thereof based upon census tract geographies as determined by the U.S. Census Bureau. Two factors are the same factors as Low Income Communities (LIC): a poverty rate of at 20% or a median family income (MFI) of 80% or less of the metro area’s MFI or the state’s MFI for non-metro areas. The third factor is an unemployment rate of at least 1.5 times the national unemployment rate.

Several elements of current and developing County policy and programming speak to the motion at hand, either via work geared toward aiding economically distressed communities, establishing municipal enterprises or both. One such policy is the 2015 PLAN Richland County Comprehensive Plan. Numerous aspects of the Comprehensive Plan provide support for undertaking municipal enterprises for addressing needs of economically distressed communities. The policy and growth document speaks to the topic in its Guiding Principles including:

- Promote Investment in existing communities and support redevelopment opportunities
- Support the continued viability of agricultural, horticultural, and forestry operations
- Support economic development by investing in targeted areas
- Improve quality of life by fostering development of livable communities

While the Principles speak broadly on the overall issues, several elemental goals and their subsequent strategies provide further support in some manner. Specific goals from the Comprehensive Plan include:

- Population Goals 3 and 4;
- Land Use Goals 1, 2, 5, 7, 11, and 12;

- Housing Goals 1 and 3;
- Economic Development Goals 1, 2, 4, and 5;
- Natural Resource Goals 1 and 2;
- Cultural Resource Goals 1 and 5;
- Community Facilities & Services Goals 1 and 4; and
- Priority Investment Goals 2 and 3.

These goals, and subsequent strategies within each, allude to undertaking objectives similar to the nature of the motion and purpose of municipal enterprises.

The Richland Renaissance program, and the supplementary Revivify Richland Strategic Framework for holistic County revitalization and blight abatement, propose ideas around the establishing of municipal enterprises for distressed communities. The overall Richland Renaissance program could potentially allow for some of the functions of real estate development under a municipal enterprise through the development and lease of County-owned properties. The Columbia Place Mall and several SE Richland County-owned properties are within economically distressed census tracts. Likewise, the Revivify Richland strategic framework identifies potential strategies that would address development and economic issues for distressed communities, and thus are relevant to the motion. First, one particular strategy is the establishment of more, local CDCs for Community Specific Redevelopment. Community Development Corporations (CDC) are non-profit developers that work in specific locales (as broad as a county and as specific as a street block) to catalyze redevelopment of housing, jobs and businesses, and various educational and social services. Second, another strategy is the establishment of a Revivify Richland Task Force. This strategy would seek to create an organized body dedicated to the operation, maintenance, and implementation of the overall framework and subsequent strategic elements.

Finally, the Lower Richland Tourism Plan drafted under the leadership of the Conservation Division provides recommendations around agro- and heritage tourism, along with small business development, for the Southeast Richland area. This plan would in part address opportunities as noted within the motion presented. The plan provides varying recommendations for economic development through real estate and other properties, which could provide revenue through direct development, leasing, or other facets.

Attachments:

N/A



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Jeff Ruble, Director
Department: Economic Development
Date Prepared: **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 17, 2019
Budget Review	James Hayes via email	Date:	April 18, 2019
Finance Review	Stacey Hamm via email	Date:	April 18, 2019
Other Review:		Date:	
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, AIA	
Committee	Administration & Finance		
Subject:	Tax Credits for Green Economy		

Recommended Action:

Staff recommends Council direct the Economic Development Department to consider all existing federal, state and local incentives, loans, grants and/or programs available to establish and/or grow green economy in Richland County and apply them when/where appropriate.

Motion Requested:

I move to direct the County Administrator to require the Economic Development Department to consider all existing federal, state and local incentives, loans, grants and/or programs available to establish and/or grow green economy in Richland County and apply them when/where appropriate.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact is unknown as there may be a County funded matching component for a grant as well as for tax credits and land provided.

Motion of Origin:

“Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas.”

Council Member	Norman Jackson
Meeting	Special Called
Date	November 13, 2018

Discussion:

Green economy represents the confluence of economic development, workforce development and environmental stewardship.

According to the National Association of Counties (NACo), green economic practices require County economic development and workforce departments to consider the environmental impacts of their decision-making while still ensuring economic growth and job creation. The concept of green economy is predicated on the belief that economic vitality and environmentalism need not be mutually exclusive.

NACo's June 2010 publication *Counties Growing Green Local Economy* identifies trends in strategies utilized by counties to attract green businesses as follows:

- Expedited review processes
- Technical support (e.g.; with finding real estate, financing, land development review processes, etc.)
- Assistance with outside grants, loans and financial support
- In-kind contributions (e.g., of land, infrastructure or support staff)
- Funding relocation
- Grants for targeted green ventures
- Tax credits and refunds for targeted green businesses
- Fee exemptions for local government processes (e.g., development review and building renovation fees)
- Subsidized loans

Clinton County and the City of Wilmington in Ohio established a model program entitled the Ohio Green Enterprise Zone, which was the first of its kind in the country. On July 16, 2009, the City Council of Wilmington unanimously voted to establish the Wilmington Green Enterprise Zone (GEZ). GEZ is funded as a line item of the City of Wilmington's budget and is an innovative policy tool that seeks to spur green business and job creation in Clinton County by bringing about a convergence of two key areas of economic development: local capacity building and targeted financial incentives. Under the GEZ, Clinton County also offers to:

- Serve as a consultant to parties seeking resources at the local, state and federal levels;
- Provide an annual report on regarding the activity and agreements within the GEZ and advise the Mayor of Wilmington and Wilmington City Council on green development issues;
- Provide Green Enterprise Grants (GEG) for qualifying projects that improve material and energy efficiency or deploy advanced energy technologies for new or existing businesses

Efforts like the aforementioned require extensive time, strategic planning and commitment of resources on behalf of local governments. Richland County Government currently maintains an active Economic Development program that focuses on recruiting wealth-generating business and industry to the County and helping existing companies expand. As a part of the Economic Development Department's efforts, it regularly utilizes incentive programs and grants – primarily at the state and local levels, but also occasionally at the federal level – to support quality growth. There currently exists many federal and state incentives, loans, grants and programs that promote the establishment and growth of green economies that are available for Richland County Government's Economic Development Department's utilization.

Attachments:

1. NACo's *Growing a Green Local Economy: County Strategies for Economic, Workforce and Environmental Innovation* Green Government Initiative guide
2. List of known, relevant incentives



Growing a Green Local Economy

County Strategies for Economic, Workforce and Environmental Innovation

National Association of Counties



Growing a Green Local Economy

County Strategies for Economic, Workforce and Environmental Innovation

Green Government Initiative



About NACO – The Voice of America’s Counties

The National Association of Counties (NACO) is the only national organization that represents county governments in the United States. Founded in 1935, NACO provides essential services to the nation’s 3,068 counties. NACO advances issues with a unified voice before the federal government, improves the public’s understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money. For more information about NACO, visit www.naco.org.

To request copies of this publication or other related materials about NACo's Green Government Initiative, please contact:

Jared Lang
Program Manager, Green Government Initiative
National Association of Counties
Phone: (202)942-4224
E-mail: jlang@naco.org

This issue brief was published in May 2010 and made possible by the generous support of NACo's Green Government Initiative Partners and the U.S. EPA's ENERGY STAR Program. It was written by Jared Lang, NACo Green Government Initiative Program Manager, with contributions from several NACo staff, including Stephanie Osborn, Anita Cardwell, Cindy Wasser, Carrie Clingan, and Erik Johnston, and several NACo member counties. Jack Hernandez performed the graphic design and layout. Several photos used in the publication are courtesy of Green Jobs Now.

The report assembles a wide breath of research and analysis from across the non-profit, academic, and business communities. To follow up on the concepts and strategies highlighted in this document, please refer to the list of sources cited in the back of this publication.



Growing a Green Local Economy: County Strategies for Economic, Workforce and Environmental Innovation

With new policy attention and investment flowing into “green” economic activity, opportunities are arising for counties to position their communities to take part in the green economy. Pursuing green economic growth is paying off for local governments around the country. Between 1998 and 2007, “green” jobs grew at a faster rate than overall jobs. All sectors of our economy have been hit by the recession, but investments in green technology have fared far better than conventional investments. Looking forward, the green economy presents significant growth opportunities for America’s counties.¹ This guidebook serves as a resource for counties interested in understanding their role in the green economy and tapping into its tremendous potential.

What is the Green Economy?

The concept of a “Green Economy” is quite new. As such, community and industry leaders have not settled on one clear definition of the green economy. On one end of the spectrum, definitions limit the green economy to simply the clean energy industry. While on the other end of the spectrum, definitions include the greening of every single economic input.

Despite the disparity in definitions, leaders working on green economic issues agree that it represents the confluence of economic development, workforce development, and environmental stewardship. Green economic practices are unique in that they encourage county economic development and workforce departments to account for the environmental impacts of their decision-making, while environmental departments are encouraged to account for the ways their policies effect economic growth and job creation. The concept is predicated on the idea that economic prosperity and environmentalism should be mutually beneficial.

Defining the Green Economy: A Primer on Green Economic Development, an analysis of 25 separate studies on the green economy, offers perhaps the clearest definition of the green economy. At its core, the green economy is the clean energy economy, consisting primarily of four sectors: renewable energy (e.g. solar, wind, geothermal); green building and energy efficiency technology; energy-efficient infrastructure and transportation; and recycling and waste-to-energy.² Although these are the growth sectors leaders primarily focus on, the green economy is not just about the ability to produce clean energy.

“To remain competitive in the global economy, we need to discard notions of a dichotomy between economic growth and environmentalism and position our local economies at the forefront of innovation, competitiveness, and wise environmental stewardship.”

– Valerie Brown
NACo President, Supervisor, Sonoma County, CA

The green economy also includes retrofitting existing products and process improvements that result in efficiency and positive environmental impacts.

What are the Sectors of the Green Economy?

The integration of economics and environmentalism creates several new industry sectors and requires the re-evaluation of many existing production consumption processes. The sectors impacted by green economic development vary depending on how stakeholders define the green economy. Figure 1 illustrates a green economic sector analysis adapted from *Defining the Green Economy: A Primer on Green Economic Development*.

County Strategies for Greening Local Economies

Each county has unique challenges that require different approaches to greening their local economy. In order to best meet the needs of NACo members, strategies for impacting the green economy can be broken down into five broad categories:

- Green Economic Development
- Resource Efficiency and Green Purchasing
- Local Production
- Waste Management
- Green Infrastructure

The strategies and implementation tools are described in further detail in the following sections. But before delving into the 5 strategies, it should be noted that three overarching themes run across them all.

Figure 1: Sectors of the Green Economy

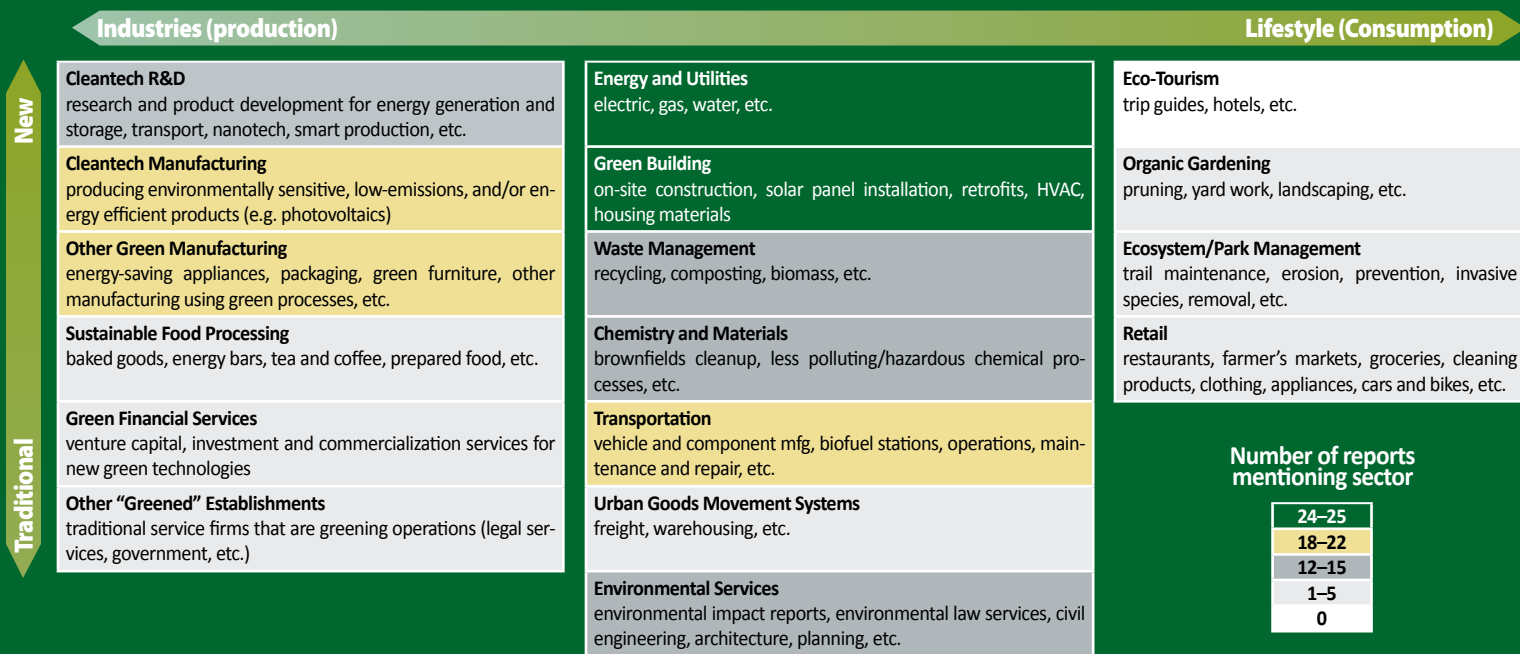


Figure 1 is adapted from *Defining the Green Economy: A Primer on Green Economic Development*. It illustrates the economic sectors most commonly included into the green economy. The key highlights the frequency with which studies performed by industry and public sector leaders included specific sectors. The vertical axis organizes the sectors from traditional economic practices undergoing changes due to the integration of economic and environmental goals to sectors that are now emerging. The horizontal axis organizes the sectors from production to consumption activities.

Retrofit

The least costly and most efficient way to go “green” is to retrofit existing systems and processes to utilize existing resources more efficiently.

Grow “Green”

Growth provides a crucial opportunity to incorporate green from the ground up. All production systems can be examined and altered to green standards.

Consume “Green”

The consuming of products, services, and food has numerous economic and environmental impacts. When purchasing everything, consumers can make efforts to ensure products are produced efficiently and with the least impact to the environment.

By its nature, green economic development results in many social and environmental benefits. For the sake of clarity and brevity, this report focuses almost exclusively on the strategies and economic benefits accruing from the integration of local economic and environmental activities.

Green Economic Development

Traditional economic development focuses on increasing production of goods and services. Production and exportation are vital for generating local income. Consequently, building export bases dominates much of traditional economic development strategies. In a green economy, traditional economic development strategies are adapted to build business that improves environmental outcomes.

Green Business Attraction and Retention

Key targets for green economic development commonly include businesses that manufacture components for clean energy generation, perform clean energy and technology research and develop-

ment, and produce new environmentally-friendly versions of traditional products.

Attracting new green business is believed to be most substantial strategy for developing green local economies. Yet, high initial costs for site relocation, research, development, and marketing of green products and services often prevents the private sector from expanding.³ With that in mind, county government can develop a green economic development strategy that targets incentives to green businesses and reduces barriers of entry into their communities.

Model Program

Ohio Green Enterprise Zone Clinton County/City of Wilmington, OH

On July 16th, 2009 the City Council of Wilmington, Ohio unanimously voted to establish the Wilmington Green Enterprise Zone (GEZ)—the first of its kind in the country. Funded as a line item of the City of Wilmington budget, GEZ is an innovative policy tool that seeks to spur green business and job creation in Clinton County by bringing about a convergence of two key areas of economic development: local capacity building and targeted financial incentives. In addition, Clinton County will:

- Serve as a consultant to parties seeking resources at the local, state, and federal levels.
- Provide an annual report on regarding the activity and agreements within the GEZ and advise the Mayor of Wilmington and Wilmington City Council on green development issues.
- Provide Green Enterprise Grants (GEG) for qualifying projects that improve material and energy efficiency or deploy advanced energy technologies for new or existing businesses.⁴

Counties commonly take advantage of several strategies to attract green businesses:

- Expedited review processes
- Technical support (e.g. with finding real estate, financing, land development review processes, etc.)
- Assistance with outside grants, loans, and support
- In-kind contributions (e.g., of land or infrastructure or staff support)
- Paying relocation expenses

In addition, several strategies are designed to both attract and retain green businesses.

- Grants for targeted green ventures
- Tax credits and refunds for targeted green businesses
- Fee exemptions for local government processes (e.g. land development review, building renovation, etc.)
- Subsidized loans

Green Economic Gardening

Economic gardening is an economic development model that embraces the fundamental idea that entrepreneurs drive economies. The model seeks to create jobs by supporting existing companies in a community and helps community members develop new businesses. The concept connects entrepreneurs to resources, encouraging the development of essential infrastructure and providing them with needed information. Economic gardening initiatives provide local entrepreneurs with access to competitive intelligence on markets, customers, and competitors comparable to the resources customarily only available to large firms. This type of development increases local capital and provides income to residents who are likely to stay in the community for the long term. Traditional economic gardening can be adapted to target green business sectors. Services can include:

- County-supported business counselors
- Customized business research
- Market trends
- Industry information
- Customer analysis and identification
- Demographics and psychographics
- Marketing resources/lists
- Industry trends/forecasts, business financial info
- GIS – tools that provide customer locations and trends, drive-time analysis, plot competitor locations

Green Jobs and Workforce Training

Before making location decisions, green businesses examine local demographics to determine whether communities offer the best employee-bases to support their staffing needs. In order to attract and retain green businesses, counties need well-trained workforces. Counties leading the way in green economic development have harmonized workforce training and economic development programs to accelerate green economic outcomes. By analyzing the employment needs of existing green businesses and new businesses counties want to attract, they can develop workforce training programs to train workers for available jobs.

Green jobs may be new, but most are achievable by transforming existing roles and retraining workers. The newly created White House Task Force on Middle Class Working Families defines green jobs as jobs that 1) involve tasks associated with improving the environment; 2) provide sustainable family wages, health and retirement benefits, and decent working conditions; and 3) are available to di-

Model Programs

Pueblo County Economic Gardening Program Pueblo County, CO

The Pueblo County, Colo., Geographic Information Systems (GIS) Department offers consulting services for local businesses to help them find optimal locations and grow in the community. The GIS department uses software from Redlands, Calif.-based ESRI that supports a variety of analysis and mapping needs, and provides demographic, business and shopping center data as well as the ability to incorporate in-house data.

Christopher Markuson, GIS manager for Pueblo County, and his team help business owners analyze and map demographic data and find valuable sources of information to improve their business models. They recently helped a local Web-based business that wanted to improve market penetration nationwide and Pueblo Community Health with a fundraising campaign. When last studied in September 2009, Markuson said, “We’ve tracked 58 new jobs emerging from the businesses we’ve helped grow, bringing in over \$2.8 million of new revenue into the county.” Markuson also noted that most of the new jobs paid livable wages (\$45,000 each on average), offered benefits, and had little potential to move out of the community. For more information on the program, please visit www.pueblobusiness.org.

Boulder County Green Jobs Pipeline Boulder County, CO

The Green Jobs Pipeline Partnership is a collaborative effort of Boulder County Housing and Human Services, Boulder County Housing Authority, Boulder County Community Services and Workforce Boulder County. The county piloted renewable energy and energy efficient projects for the Boulder County Housing Authority—providing paid internships and on-the-job training for low-income workers. The process links workforce demand with training for people in specific sectors—creating a pipeline from unemployment to work.

The program has weatherized 500 homes throughout Boulder, Broomfield, Larimer & Gilpin Counties—upgraded with cutting edge life/safety and energy efficiency enhancements. The training includes include soft skills, pre-apprenticeship training, and wraparound services that are needed to serve ex-offender, youth and other hard to serve populations. The goal is to build sustainable public-private partnerships that ensure Boulder County residents can find pathways out of poverty.⁵

verse workers from across the spectrum of race, gender, and ethnicity. In forming these jobs and sectors, county green workforce training strategies and programs should incorporate both the demand for trained employees and existing supply already available within communities.⁵

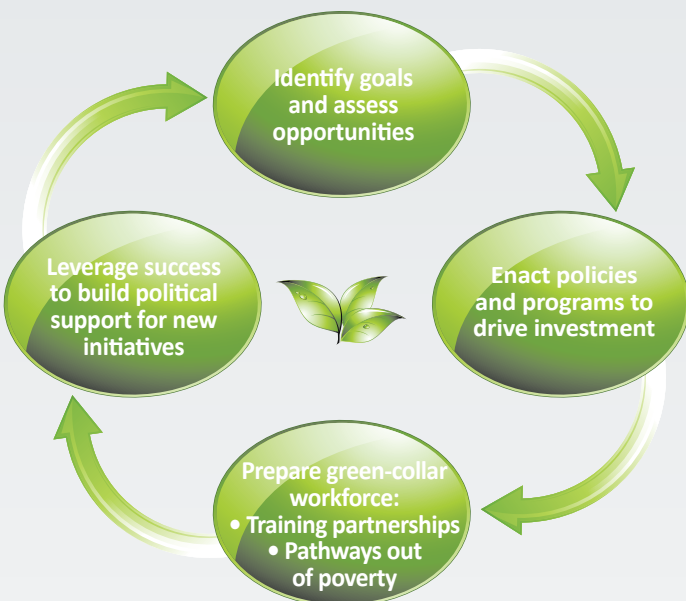
The National Association of Counties has performed extensive work on green jobs issues. For more information, please refer to NACO’s Issue Brief County Economic Development and Green Jobs: The Role of County Officials.

Workforce Training Partnerships

Because the connections between local demographics, existing skills, workforce training, and employment are so complex, effective workforce training requires partnership across communities. For decades local workforce boards have been utilized to foster community partnership. When building partnerships and initiating efforts to train workforces for green employment, this is a great place to start. These are the common participants in green job training:

- County and city government leaders
- State government leaders
- Non-profit job training organizations
- Unions
- Local Businesses
- Community Colleges
- Universities

Stimulating Green-Collar Jobs and Opportunity in the New Energy Economy



The diagram depicts the process by which counties can develop their local green workforces. The cyclical representation illustrates the iterative nature of green workforce development strategies.⁷

Resource Efficiency and Green Purchasing

In addition to green economic development strategies that increase production and supply, there are additional, often more effective, methods for building green local economies. Resource Efficiency and Green Purchasing are two broad strategies for addressing the consumption-side of the green economy—harnessing community buying power and demand for energy, water, and green products. Simply by more efficiently utilizing resources, counties can:

- Reduce the cost of running local government
- Reduce the cost of doing business for existing green businesses
- Lower barriers of entry for new green businesses
- Reduce utility costs for homeowners, improving community quality of life and attracting a stronger workforce.
- Reduce the negative impacts on the environment caused by resource use

Buildings

The built environment is a vital component of all economies. The way homes, businesses, civic institutions, and infrastructure are built, designed, and maintained has broad implications for resource consumption. As a result, pursuing resource efficiency in local building stocks can create new jobs and increase counties' attractiveness. Building energy efficiency measures include:

- Upgrading mechanical and electrical systems
- Replacing lighting and lighting controls
- Adding energy management and information systems
- Upgrading heating, ventilation and cooling air conditioning (HVAC) systems
- Incorporating low-flow water fixtures
- Developing renewable energy capacity
- Distributed generation
- Combined heat and power (CHP)
- Covering roofs with reflective materials
- Replacing windows
- Adding insulation

Counties can lead by example by performing energy efficiency upgrades in their own facilities. At the same time, counties can also leverage their resources by pursuing community-wide energy efficiency strategies that influence local businesses and residences. For more information see NACo's *Internal County Energy Management Strategies Factsheet*.

Green Building Tools and Standards

A 2008 CoStar Group, Inc. study found that green buildings standards in the U.S. were "adding value" to buildings, as exhibited in higher occupancy levels, rents and sales prices as compared to traditional commercial properties.⁸ Several commonly used tools to green buildings include:

- The U.S. Green Building Council's *LEED Rating System* is an internationally recognized green building certification system, providing third-party verification that buildings and communities are designed and built using sustainable strategies.⁹
- *National Green Building Standard* defines green building for single and multifamily homes, residential remodeling projects and site development projects, while still allowing for the flexibility required for regionally-appropriate best green practices.¹⁰
- *ENERGY STAR* offers several tools for managing energy use in buildings. Portfolio Manager is an interactive energy management tool that allows users to track and assess energy and water consumption across their entire portfolio of buildings in a secure online environment. Whether you own, manage, or hold properties for investment, Portfolio Manager can help you set investment priorities, identify under-performing buildings, verify efficiency improvements, and receive EPA recognition for superior energy performance.¹¹
- The *ENERGY STAR Building Manual* is a strategic guide to help plan and implement profitable energy saving building upgrades. Users can maximize energy savings by sequentially following the five building upgrade stages.

Counties can offer incentives such as density bonuses or expedited review processes (Arlington County, VA), or enact regulations that require buildings to meet green building standards (Los Angeles County, CA). For sample incentives and regulations to encourage the use of these tools, please see the database available at www.greencounties.org.

Energy Efficiency Financing Mechanisms

With the challenges local governments are facing, the National Association of Counties understands that it is difficult to find funding for green building initiatives. As a result, the Green Government Initiative is dedicating much of its resources to helping counties find new financing methods. Included are several traditional and new models for financing energy efficiency.

- Counties can apply for grant funding from federal, state and non-profit sources to fund energy efficiency improvements.
- **Performance Contracting** is a model used by counties to pay for energy efficiency upgrades with the savings they create. Loans are taken out up-front and paid off over time with the savings they create.
- **Property Assessed Clean Energy (PACE)** programs enable counties to loan funds to residents and businesses for energy efficiency retrofits. Proceeds are repaid 20 years via an annual assessment on their property tax bill.
- **Revolving Loan Funds** enable counties to create a pool from their existing resources to loan over and over again for energy efficiency retrofits. Loan interest and fees replenish the fund and cover maintenance.
- **Loan Loss Reserves** can be set up to back-up traditional loans made by private lenders—in turn reducing loan interest rates, which makes loans much more affordable and increases the benefits of making energy efficiency investments.

For more information on green building in counties, please see *Counties & Commercial Green Buildings Factsheet*¹² and *Counties & Residential Green Building Standards*.¹³ There are also several factsheets available on the models include here at www.greencounties.org.

Operations

The daily operations of both public and private facilities offer an inordinate number of opportunities to increase efficiency. These strategies are just as valuable for creating new jobs and revenue for local communities as business attraction and workforce development. Often, these strategies take less capital, expertise, and time to implement. Hence, they the most popular and most often pursued strategies.

Green Procurement

Green procurement is the selection of products and services that minimize environmental impacts. Strategies include:

- Office Supply Purchasing Policies
- Green Cleaning Policies
- Green Building Operations Policies

For sample resolutions and purchasing policies, please visit NACo's Green Government Database.¹⁴

Fleet Management

Fleet (vehicle) management can include a range of functions, such as vehicle financing, vehicle maintenance, vehicle telematics (tracking and diagnostics), driver management, fuel management and health & safety management. Fleet Management provides opportunities to remove or minimize the risks associated with vehicle investment, improving efficiency, productivity and reducing overall transportation costs. For more information on fleet management strategies, please see NACo's Transportation and Alternate Fuels Resources at www.greencounties.org.¹⁵

Local Business Community Efficiency

By influencing local businesses to reduce energy and water consumption, counties can increase their attractiveness to companies that create green jobs and skilled workers. The National Association of Counties Green Government Initiative has produced several publications on methods for undertaking community-wide energy efficiency—including policies and action plans.

Residential Efficiency

By influencing the reduction of energy and water consumption in homes, counties can increase resident quality of life and make their communities more attractive to the employees that green businesses desire. The National Association of Counties has identified several strategies to reduce residential energy and water consumption.

Operations Tools and Standards

Green standards provide defined guidelines for local businesses. Some common standards and regulations include:

- *Green Plus* is a program that educates and certifies small and medium sized businesses in triple bottom line sustainability. The organization offers benchmarking tools and strategies for green business operation and procurement.¹⁶
- *Green Seal* offers certification for local businesses looking to green their products and services.¹⁷
- *LEED for Existing Buildings Rating System* helps building owners and operators measure operations improvements and

Model Programs

Green Business Partnership Sarasota County, FL

The Green Business Partnership is a collaborative effort of businesses, business organizations and county government. It was initiated through an innovative grant awarded by the Florida Department of Environmental Protection to Sarasota County. An on-site certification assessment to verify the performance of applicant businesses to the Green Business Partnership standards. Certification is valid for three years, after which a recertification process is required. Local businesses are seeing noticeable results due to their participation in the program. For example:

- Carlson Studio Architecture is saving more than \$1,600/year by conserving energy and water
- Children's World Uniform Supply reduced its paper consumption 50 percent
- Mirasol FAFCO Solar reduced its garbage costs 50 percent .
- The John and Mable Ringling Museum of Art reduced energy consumption and saved \$100,000/year²⁴



maintenance on a consistent scale, with the goal of maximizing operational efficiency while minimizing environmental impacts.¹⁸

- The US Environmental Protection Agency's **ENERGY STAR** Program provides many platforms that can be used to leverage county resources to promote energy efficiency throughout the community.
 - » The "Change the World, Start with ENERGY STAR" campaign is designed to encourage local residents to pledge with millions of others to take small, individual steps to conserve energy. Energy Star offers a process for how to set up a competition.¹⁹
 - » *Energy Star's Guidelines for Energy Management* offers a proven strategy for superior energy management and financial performance with tools and resources to help each step of the way.²⁰
 - » *Energy STAR's Residential Program* offers tools and resources for how local residents can improve energy efficiency in their homes.
- The US Environmental Protection Agency's *WaterSense* Program helps consumers identify water-efficient products and programs that meet *WaterSense* water efficiency and performance criteria. *WaterSense* offers products, programs, and practices to help save water and money and encourage innovation in manufacturing.
- *Residential Energy Services Network (RESNET)* Certified Auditors provide *Home Energy Rating (HERs)* and offer strategies for meeting Energy Star Performance Standards.

Local Production and Utilization

Producing and consuming locally builds community wealth, increases regional self-reliance and economic security, and eliminates the environmental impacts associated with transporting goods over long distances. Due to the multiplier effect, the positive impacts of local expenditures ripple throughout entire local economies. The local economic chain works something like this:

1. manufactures create jobs by producing goods in a community
2. on-site jobs and income are created by distributing and installing the goods
3. and additional jobs and economic activity are created by supplying goods and services to people in the primary green activity.

More specifically, local manufacturing can produce high quality jobs and export products. Locally-sourced food can provide better quality food at a lower cost to communities. Locally-sourced renewable energy can reduce the cost of living for local residents, the cost of doing business for businesses, and create security in the energy supply.

Local Food Systems

The way we produce, process, and consume food has major implications for green economic growth and environmental quality. The term "foodshed" is used to examine local food systems in a holistic manner and create more sustainable methods for producing and consuming food. Foodsheds include everything from where food is produced to where it is consumed—including the land it grows on, the routes it travels, the markets it goes through, the way its eaten, and its disposal. Many "eat local" campaigns utilize a simple 100-mile radius, but local foodsheds are unique to different communities. Each community can perform an analysis to determine the unique scale and make-up of their local foodshed.

Food Policy Councils

A food council is a group of stakeholders that provides support to governments and citizens in developing policies and programs related to the local food economy. County governments can support



Strategies to improve the food system should include interventions at each stage of the system.

food councils by sponsoring their creation and providing technical support, in-kind contributions (e.g. office space, funding, staff assistance, etc.), and political legitimization from elected officials.

Farm to School

Farm to school programs take advantage of the buying power of school districts to support local farms—both providing food at discounted rates to school districts and fueling local economic activity. School districts purchase produce and local agricultural products from farms to serve as part of school meals. Counties that directly control school districts can develop local food purchasing policies. Otherwise, counties can indirectly support farm-to-school programs by providing the capacity to apply for grants, leadership to create partnerships, and help farms to build capacity to provide food in the form that schools can immediately use.

Food Infrastructure Development

Food supply infrastructure includes growers, suppliers from which to purchase seeds, tools and machinery facilities in which to store goods, processing and packing facilities to transform raw products into marketable ones, and shipping and distribution methods to deliver products to buyers. To help develop food system infrastructure, counties can streamline permit processes and offer financial aid for food producers, targeted tax rebates, political support and favorable zoning regulations.

Agriculture Conservation Easements

Agricultural conservation easements are deed restrictions landowners voluntarily place on their property to keep land available for agriculture and ensure it does not get developed. County governments can support agricultural conservation easement programs first and foremost by passing legislation that allows for their establishment. In addition, counties can provide capacity and technical assistance to help set them up.

Community Gardens and Urban Farms

Community gardens are spaces in urban and suburban communities where residents can grow food and plants. They are public spaces

that are managed and maintained with the active participation of community residents. By enabling citizens to grow their own food, community gardens reduce family food budgets, create food security, and offer income producing opportunities. In addition, community gardens offer opportunities for restoring vacant lots, which in turn raises local property values and improves community health.

For more information on how counties can influence food systems, please see refer to *Counties and Local Food Systems*.²⁵

Renewable Energy Generation

Renewable energy technologies offer economic advantages for two main reasons: (1) they are labor intensive, so they generally create more jobs per dollar invested than conventional electricity generation technologies, and (2) they use primarily indigenous resources, so most of the economic ripple effect is realized within the local community. In fact, The Wisconsin Energy Bureau estimates that renewable energy generation creates three times as many jobs as the same level of spending on fossil fuels.²⁶

Across the country, counties are pursuing wind energy generation, solar, geothermal, biomass, and smart grid technologies. The following strategies can be pursued to increase renewable energy generation in counties:

- Pursue renewable energy generation in conjunction with energy efficiency retrofits of county buildings.
- Offer tax and financial incentives, such as Property Assessed Clean Energy (PACE).
- Offer county residents and businesses with assistance utilizing state and federal tax rebates and benefits for renewable energy.
- Assisting large energy developers with siting and permitting.
- Offer positive messages.
- Communication during the development and operation of any energy project of scale is critical. Counties can effectively communicate the impacts of project with the community at all stages of development and operation.

For more information on wind energy development, please see the *Wind Energy Guide for County Commissioners*.²⁷ And despite its name, the U.S. Department of Energy's *Solar Cities Program* also offers great tools and funding opportunities for counties.²⁸

Waste Stream Management

By reducing the costs and negative externalities associated with waste disposal, counties are creating jobs and reducing the costs of doing business. Counties with competitive business environments understand full-well the value of sustainable waste management. Many local governments have adopted aggressive solid waste management programs. The County of Hawai'i, for example, has declared its intention to develop a zero waste future. Achieving this goal will require innovative technologies to reduce the waste stream, increase recycling rates, and transform waste to energy without relying on incineration.

Private waste companies can provide the expertise to bring about new ways of managing solid waste, while creating jobs and reducing environmental impacts in the process. For instance, Waste Management International has announced plans to fundamentally transform its operating model from that of a "waste" company to a "materials" company. Because of the significant role counties play in waste management, the green transformation of the waste industry creates tremendous opportunities for counties.²⁹

Commingled versus Single Stream Recycling

Commingled recycling requires residents to separate all paper in one bin and all containers (plastic, glass, etc.) in another. Single Stream recycling enables all recycles to be placed in one bin—making it easier to recycle but increasing contamination. Both strategies have unique benefits and drawbacks, but, no question, single stream recycling is increasing in popularity.³⁰ Considering the goal of recycling programs is to earn the highest possible diversion rates, counties should examine the characteristics of their communities and determine which strategy is best.

Landfill Gas to Energy Recovery Systems

Landfill gas is produced when microorganisms break down organic material in landfills, and is comprised of approximately 50-60 percent methane and 40-50 percent carbon dioxide. At most landfills in the United States, these greenhouse gases are simply burned off, or "flared." According to EPA data, there are currently 425 landfills with LFGTE projects in the U.S. that power more than 1 million homes. They estimate that there are about 570 landfills that have the potential to develop LFGTE projects in the future. National Association of Counties staff can connect counties to organizations that can help them assess whether the landfills in their communities are viable candidates for LFGTE projects.

Landfill-Gas-to-Energy Recovery Systems

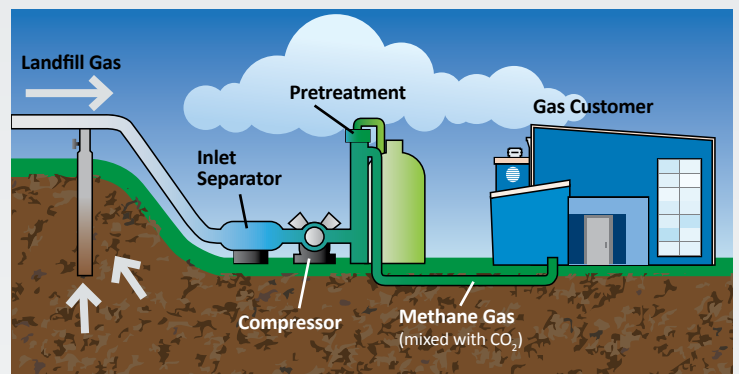


Figure adapted from NST/Engineers, Inc.

Construction Recycling

The construction waste stream is one of the largest components of the overall waste stream. Hence, many counties focus efforts specifically on construction recycling. They provide the tools and assistance needed to help contractors obtain the highest diversion rates on construction, demolition and deconstruction projects. Tools available include sample jobsite waste guidelines, waste management plan templates, sample recycling specifications, directories of local recyclers. Technical assistance can include presentations to jobsite workers on building material reuse, salvage, and recycling, and site visits to assess diversion options. In addition, counties can require that all building permits have plans that comply with county reuse and recycling targets.

Composting

Composting offers an effective method for diverting waste from landfills, while at the same time providing viable mulch for local agriculture. Counties can facilitate composting by residents and local businesses with demonstrations at county facilities. Strategies include:

- Developing education, training and initiatives to promote composting on farms, homes, and businesses
- Modify county code to include reasonable composting rules for the commercial and industrial sector

Landfill Redesign

New waste stream management methods require landfills to re-tool. Strategies include:

- Accept and sort commingled recyclables
- Recover and sell reusables
- Establish organic material and rock grinding services
- Install full signage and demonstrations in county facilities

Waste Management Training and Social Marketing

- Train the trainers, technicians, regulators, residents, businesses
- Facilitate research required to support sound resource management, including facilitation of public, private, and academic partnerships

Sustainable Design and Planning

Land use decisions significantly impact resource use, environmental quality, and economic activity. As a result, planning and zoning authority provides counties with powerful tools for influencing the green economy. By encouraging smart, coherent land use decisions, counties can increase the quality of life of local residents and improve the local business environment.

Commercial Corridor Revitalization

Strong business corridors build strong neighborhoods and create community wealth—increasing property values, attracting businesses, and increasing economic stability. Counties can build the capacity of communities, merchant groups, and community-based organizations to strengthen the physical, social, and economic character of their neighborhoods—with a keen eye on attracting green businesses. County corridor revitalization programs can include community planning, hands-on implementation assistance, grant funding, analysis of market data, trainings and peer networks, and green business attraction.

Open Space Conservation

In its most basic form, open space is land that has not been developed for intensive human use; it has no (or very few) buildings, roads, or other structures. Open space conservation has intrinsic value to the environment, but it can also be viewed as a green economic development strategy.³¹ Homes and businesses located in communities with strategic open space conservation programs experience higher property values. Open space is a financially valuable community amenity.

Green Infrastructure Development

Green Infrastructure is a network of waterways, wetlands, woodlands, wildlife habitats and other natural areas of countywide significance that supports native species, maintains natural ecological processes, sustains air and water resources, and contributes to health and quality of life. As an interconnected system, green infrastructure provides greater environmental viability, value, and function than the sum of the individual resources. Green Infrastructure can include simple low impact development techniques such as small patches of grass and trees as well as large-scale managed use of wetlands as water treatment components. Effective management of green infrastructure also creates jobs and fosters economic growth. Some strategies for building county green infrastructure include:³²

- Create a plan for green infrastructure management and development—including identifying existing assets and gaps.
- Build a countywide map of existing and desired green

Model Programs

EcoComplex Catawba County, NC

The EcoComplex evolved out of a need to meet legislation enacted by North Carolina in 1989 mandating that all landfills reduce solid waste by 40% by 2001. Catawba County faced a greater challenge than most of its peers due to the fact that its waste stream was approximately 78% industrial, which is most difficult to reduce. The EcoComplex was developed to recover all useable products and by-products from a group of private and public partners, and use the waste products as either sources of energy or as raw materials in the production of products (pallets, lumber, compost, brick shapes/art). The EcoComplex currently creates enough renewable energy to power approximately 1,200 average sized homes, and an expansion of production to 2,400 homes will be completed in the near future. To date, benefits include:

- Generating \$20 million for Catawba County's tax base
- Increasing the life of current landfill by 35 years
- Enabling Catawba County to consistently hold the position as the #2 recycler in North Carolina

Community-wide Green Infrastructure Plan Alachua County, FL

Alachua County, Florida is a county of 252,388 people in North-Central Florida—including urban, suburban, and rural growth patterns. The County's Green Infrastructure Investment Strategy entails protecting green infrastructure through land acquisition, land use authority, development regulations, and community outreach.

The County has addressed green infrastructure through its Comprehensive Plan and land development code, promotes Low Impact Development (LID), maintains urban boundaries, and enforces non-point source clean water mandates for impaired local water bodies. Some resource protection standards include requiring large natural buffers along all water features, requiring open space and connectivity between developments, requiring minimum percentages of preserved tree canopy coverage, and offering a transfer of development rights (TDR) program. The county estimates that their preservation efforts have resulted in \$150 million benefit to local property owners and \$3.5 million per year in tax revenue for the county.³⁴

- infrastructure that can be readily updated.
- Streamline the preparation of environmental information and recommendations for area master plans.
- Facilitate a more environmentally effective review and mitigation process for all development projects.

For more information on county green infrastructure strategies, please see NACo's Green Infrastructure Program.³³

Green Policy and Planning

Counties excel as thought leaders, organizers, and conveners. At the same time, all the strategies illustrated in this document will

Model Programs


Zero Waste Plan for the County of Hawai'i

Hawai'i County, HI

In December 2007, the County Council adopted a resolution to “embrace and adopt the principles of zero waste as a long-term goal for Hawai'i County.” The zero waste philosophy promotes the efficient use of materials to eliminate waste and pollution by emphasizing a closed-loop system of production and consumption, and moving in logical increments toward the goal of zero waste.

Concurrent with the adoption of the resolution, the County formed the Solid Waste Advisory Committee (SWAC) and contracted with a consultant to develop the Zero Waste Plan for the County of Hawai'i (February 2009). The recommendations in the Plan are projected to increase the County's current recycling rate of 29 percent to a rate of 44 percent by the end of the planning period of 2015. The plan is designed to recover almost \$11,000,000 from the waste stream and maintain 684 new jobs at the same time.³⁵

Economic Benefits of Green Infrastructure

 Economic growth and investment
Businesses attract and retain more motivated staff in environments with green amenities
 Land and property values
Views of natural landscapes can add up to 18% to property values
 Labor productivity
Green spaces near workplaces reduce sickness absence, increasing productivity
 Tourism
Eco-tourism supports jobs
 Products from the land
Agriculture serves as an employment base
 Recreation and leisure
Footpaths, cycle paths and bridleways enable healthy, low-cost recreation
 Health and well being quality of place
Residents receive health benefits from natural environments
 Land and biodiversity
Green infrastructure provides vital habitats and jobs managing the land
 Flood alleviation and management
Urban green spaces reduce pressure on drainage and flood defenses
 Climate change adaptation and mitigation
Green infrastructure can counter soaring summer temperatures in cities

require the establishment of effective policies and planning to be implemented. Well-developed plans offer counties the opportunity to capture as many positives of the green economy as possible, while leaving behind the negative externalities of resource use and economic development.

Comprehensive Planning

Incorporating integrated land use and transportation that reduce resource use and, in turn, improve the environment for green business development.

Air Quality Planning

Air quality is the broadest indicator of environmental quality. Effective air quality planning will be required to best meet new EPA air quality standards and ensure local communities can control costs associated with running government and businesses.

Integrated Energy Management Planning

Communities are beginning to view energy as a top priority to ensure their economic competitiveness. Hence, they develop community energy use plans that coincide with their comprehensive plans.

County Building Codes

County building codes can be amended to support resources efficient design and planning.

Integrated Waste Management Plans

Plans includes important solid waste goals to help achieve environmental sustainability—including efficient waste disposal and waste diversion strategies, such as recycling and composting.

Action Steps

Each county has unique challenges that require different approaches to greening their local economy. As a result, this section does not pretend to provide a one-size-fits-all approach, but offers some strategies to work from.

Green Economy Task Force

A Green Economy Task Force can be established to advise the county commissioners on scoping the size of the local green economy, developing goals, and pursuing projects. The task force can also be a hub for partnerships between county departments, schools, local economic development corporations, residents, and businesses.

Assessment

Once the county establishes a group to drive the work around greening the local economy, the next step is to analyze the existing landscape. Here are some potential steps for doing so:

1. Identify model jurisdictions that have successfully developed green economic development initiatives
2. Create an inventory of the county's green industrial sectors
 - Identify the short-term and the long-term green economy sectors where the county has a competitive advantage and should focus on in terms of cluster development.
 - Identify the criteria that companies in these selected sectors most often use to select locations for their firms.
3. Establish a baseline of the county green economy Sample Inventory:³⁷

The above figure is adapted from a diagram developed in 2008 by the consulting firm Ecotech in the *Economic Value of Green Infrastructure*.

Model Programs

Green Economy Task Force and Economic Development Strategy Montgomery County, MD

County Executive Isiah Leggett appointed the Green Economy Task Force, a group of leaders drawn from a variety of business, financial, academic and professional organizations, to undertake one of the most thorough planning exercises completed to date on the county role in the greening the local economy. The Task Force coordinated its work with the county's Sustainability Working Group, a separate group tasked with identifying actions to meet greenhouse gas reduction goals. The Green Economy Task Force began with an effort to assess their local green economy and, in April 2010, released an action plan detailing strategies for attracting green businesses and growing green jobs. The action plan is unique to the County, but the process offers some valuable lessons for America's counties. Implementation recommendations include seven county policy advances, three strategies for financing green economic development, two strategies for workforce training, four strategies for building public support, and three strategies for measuring growth.³⁶

- Green Technology Companies
- Green Manufacturing
- Corporations Going Green
- Green Service and Product Providers
- Green Venture Funding
- Green Technology R&D
- Green Technology Education and Workforce Training
- Green Demonstrations
- Green Incubators

4. Develop future goals

- The detail of the analysis really depends on resources. Some counties access the economy to the best of their knowledge with internal staff and community leaders. Some counties hire consultants.

Developing a Plan

Once counties understand the current state of their green economies, they can create plans for reaching where they would like to be. The plans can be comprised of these sections: Action Steps, Projects, Funding, Policy, Partnership, Regulations, and other recommendations and opportunities that will foster green workforce development and business attraction. Include projections for the county green economy as a result of implementing the plan.

Plan Development Tips:

- A very collaborative process is the key to success
- Draw on work done nationally, i.e. Climate Prosperity Project, Apollo Project, Maryland Clean Energy Center, Clean Energy States Alliance, Green For All, etc.
- Customize strategy to your county
- Leverage federal and state funding
- Position your county as a leader in the state and nation
- Prioritize projects
- Perform projects in phases

End Notes

1. The Clean Energy Economy: Repowering Jobs, Businesses and Investments Across America: www.pewcenteronthestates.org/uploaded-Files/Clean_Economy_Report_Web.pdf
2. Kate Gordon and Jeremy Hays, Green-Collar Jobs in America's Cities: Building Pathways out of Poverty and Careers in the Clean Energy Economy (Apollo Alliance and Green for All, 2008). <http://www.apolloalliance.org/downloads/greencollarjobs.pdf>
3. Reinhardt, F. (1999) 'Market failure and the environmental policies of firms: economic rationales for 'beyond compliance' behavior.' *Journal of Industrial Ecology* 3(1), 9-21.
4. <http://energizecc.com/ohios-first-green-enterprise-zone>
5. District of Columbia Green Collar Jobs Demand Analysis Final Report: http://planning.dc.gov/planning/frames.asp?doc=/planning/lib/planning/green_collar_jobs/dc_green_jobs_final_report.pdf
6. www.greenjobpipeline.org
7. www.americanprogress.org/issues/2008/03/pdf/green_collar_jobs.pdf
8. www.costar.com/News/Article.aspx?id=D968F1E0DCF73712B03A099E0E99C679
9. www.usgbc.org/DisplayPage.aspx?CMSPageID=1988
10. www.nahbgreen.org/Guidelines/ansistandard.aspx
11. www.energystar.gov/index.cfm?c=about.ab_index
12. www.naco.org/GreenTemplate.cfm?Section=Energy_and_Green_Buildings&template=/ContentManagement/ContentDisplay.cfm&ContentID=28651
13. www.naco.org/GreenTemplate.cfm?Section=Energy_and_Green_Buildings&template=/ContentManagement/ContentDisplay.cfm&ContentID=28419
14. www.naco.org/GreenTemplate.cfm?Section=Green_Government_Database&Template=/cfiles/ggi/green_counties/ggi_search.cfm
15. www.naco.org/GreenTemplate.cfm?Section=Transportation5&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=88&ContentID=29370
16. www.gogreenplus.org
17. www.greenseal.org
18. www.usgbc.org/DisplayPage.aspx?CMSPageID=221
19. www.energystar.gov/index.cfm?fuseaction=globalwarming.showPledgeHome
20. www.energystar.gov/index.cfm?c=guidelines.guidelines_index
21. www.energystar.gov/index.cfm?c=home_improvement.hm_improvement_index
22. www.epa.gov/WaterSense/about_us/index.html
23. www.resnet.us
24. www.scgov.net/greenbusiness
25. www.farmtoschool.org/files/publications_133.pdf
26. Dollars from Sense: The Economic Benefits of Renewable Energy: <http://www.nrel.gov/docs/legosti/fy97/20505.pdf>
27. www.nrel.gov/docs/fy07osti/40403.pdf
28. www.solaramericacities.energy.gov/
29. <http://egov.ocgov.com/vgnfiles/ocgov/Community%20Investment/Docs/GIST2009.pdf>
30. www.pca.state.mn.us/oea/publications/commingled.pdf
31. www.embraceopenspace.org/vertical/Sites/%7B82DBC2D2-DFA6-4A33-879D-A8D2AF1A5804%7D/uploads/%7BCA436F8C-47B6-4E24-BAB1-145E886D6779%7D.PDF
32. www.nwrii.co.uk/documents/The_Economic_Benefits_of_Green_Infrastructure_-_Developing_Key_Tests.pdf
33. www.naco.org/Template.cfm?Section=Environment,_Energy_and_Land_Use&template=/ContentManagement/ContentDisplay.cfm&ContentID=32928
34. www.naco.org/Content/ContentGroups/Programs_and_Projects/Environmental1/Water1/GreenInfrastructureWebinarChrisBirdAlachuaCounty.pdf
35. www.hawaiiizerowaste.org/zero-waste
36. www.montgomerycountymd.gov/dedtmpl.asp?url=/content/ded/greened/index.asp
37. Montgomery County, MD Green Economy Task Force: <http://www.montgomerycountymd.gov/dedtmpl.asp?url=/content/ded/greened/index.asp>

About the NACo Green Government Initiative

The NACo Green Government Initiative serves as a catalyst between local governments and the private sector to facilitate green government practices, products and policies that result in financial and environmental savings. Launched in 2007, the Initiative provides comprehensive resources for local governments on all things green, including energy, green building, air quality, transportation, water quality, land use, purchasing and recycling. For more information contact Jared Lang, NACo Program Manager, Green Government Initiative at 202.942.4224 or jlang@naco.org.

NACo wishes to thank its Green Government Initiative Partners for their support in this effort. NACo's Green Government Initiative Partners are all working hard to develop the solutions counties need to build their local green economies. Without their support, this work would not be possible.



Name	Provider	Type	Description
ConserFund	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Loan	ConserFund is a revolving loan program administered by the Energy Office for energy efficiency improvements.
ConserFund Plus	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Loan	Like ConserFund, ConserFund Plus is a revolving loan program, but borrowers can receive 30% of the loan.
Energy Efficiency Revolving Loan	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Loan	ConserFund Loan Projects banner
Mini-Grants	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Grant	The Energy Efficiency Revolving Loan (EEFL) program.
South Carolina Diesel Emissions Reduction Act (DERA) Grants	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Grant	The US Department of Energy has awarded funding to the SC Office of Regulatory Staff (ORS) Energy Office.
USDA Rural Energy for America Program	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Grant	Diesel emissions make up a significant portion of the mobile source air pollution in South Carolina.
Environmental Sustainability	National Science Foundation	Grant	The Rural Energy for America Program (REAP) provides financial assistance to agricultural producers.
Environmental Engineering	National Science Foundation	Grant	The Environmental Sustainability program is part of the Environmental Engineering and Sustainability cluster.
Catalysis	National Science Foundation	Grant	The Environmental Engineering program is part of the Environmental Engineering and Sustainability cluster.
2019 Wood Innovations Funding Opportunity	Forest Service	Grant	The Catalysis program is part of the Chemical Process Systems cluster, which also includes 1) Electrochemical Overview Information
Biofuels Distribution Infrastructure Tax Credit	South Carolina	Tax Incentives	Catalog of Domestic Assistance number is 10 674
Biofuels Production Facility Tax Credit	South Carolina	Tax Incentives	A taxpayer that purchases, constructs, or installs, and places into service a qualified commercial facility for
Hydrogen and Fuel Cell Tax Exemption	South Carolina	Tax Incentives	A taxpayer that constructs and places into service a commercial facility for the production of biofuel is eligible.
Battery Manufacturing Tax Incentive	South Carolina	Tax Incentives	The following are exempt from state sales tax: 1) any device, equipment, or machinery operated by hydrogen.
Alternative Fueling Infrastructure Tax Credit	South Carolina	Tax Incentives	For taxation purposes, the taxable fair market value of manufacturing machinery and equipment purchased for
Alternative Fuel Vehicle (AFV) Revolving Loan Program for Public Entities	South Carolina	Loans and Leases	An income tax credit is available for 25% of the cost to purchase, construct, and install qualified alternative.
Alternative Fuel Vehicle (AFV) Revolving Loan Program for Private Entities	South Carolina	Loans and Leases	The South Carolina Energy Office (SCEO) provides low interest loans for a variety of energy efficiency.
Alternative Fuel Vehicle and Infrastructure Financing	South Carolina	Loans and Leases	The South Carolina Business Development Corporation provides low interest loans for a variety of energy.
Hydrogen and Fuel Cell Tax Exemption	South Carolina	Exemption	The South Carolina SAVES (SCSAVES) Green Community Program provides low cost financing to.
Idle Reduction Weight Exemption	South Carolina	Exemption	The following are exempt from state sales tax: 1) any device, equipment, or machinery operated by hydrogen.
Natural Gas Vehicle (NGV) Weight Exemption	South Carolina	Exemption	Any motor vehicle or combination of vehicles equipped with idle reduction technology is allowed to exceed the
Alternative Fuel Vehicle and Infrastructure Financing	South Carolina	Financing	A vehicle powered primarily by natural gas may exceed the state's gross single axle, tandem axle, or bridge.
Advanced Biofuel Feedstock Incentives	US Department of Agriculture	Financing	The South Carolina SAVES (SCSAVES) Green Community Program provides low cost financing to.
Advanced Biofuel Production Grants and Loan Guarantees	US Department of Agriculture	Loans and Leases	The Biomass Crop Assistance Program (BCAP; Section 9010) provides financial assistance to landowners and
Advanced Biofuel Production Payments	US Department of Agriculture	Payments	The Biorefinery Assistance Program (Section 9003) provides loan guarantees for the development.
Advanced Energy Research Project Grants	US Department of Energy	Grant	Through the Bioenergy Program for Advanced Biofuels (Section 9005), eligible producers of advanced biofuels
Advanced Technology Vehicle (ATV) and Alternative Fuel Infrastructure Manufacturing Incentives	US Department of Energy	Loans and Leases	The Advanced Research Projects Agency - Energy (ARPA-E) was established within the U.S. Department
Alternative Fuel Tax Exemption	US Internal Revenue Service	Exemption	Through the Advanced Technology Vehicles Manufacturing Loan Program, manufacturers may be
Alternative Fuel and Advanced Vehicle Technology Research and Demonstration Bonds	US Internal Revenue Service	Bonds	Alternative fuels used in a manner that the Internal Revenue Service (IRS) deems as nontaxable are.
Biodiesel Education Grants	US Department of Agriculture	Grant	Qualified state, tribal, and local governments may issue Qualified Energy Conservation Bonds subsidized by the
Ethanol Infrastructure Grants and Loan Guarantees	US Department of Agriculture	Grants and Loan Guarantees	Competitive grants are available through the Biodiesel Fuel Education Program (Section 9006) to educate
Idle Reduction Equipment Excise Tax Exemption	US Internal Revenue Service	Exemption	The Rural Energy for America Program (REAP) provides loan guarantees and grants to agricultural
Improved Energy Technology Loans	US Department of Energy	Loans and Leases	Qualified on-board idle reduction devices and advanced insulation are exempt from the federal excise tax.
Low and Zero Emission Public Transportation Research, Demonstration, and Deployment Funding	US Department of Transportation	Financing	The U.S. Department of Energy (DOE) provides loan guarantees through the Loan Guarantee Program to
Natural Gas Vehicle (NGV) Weight Exemption		Exemption	Financial assistance is available to local, state, and federal government entities: public transportation
Qualified Plug-In Electric Vehicle (PEV) Tax Credit	US Internal Revenue Service	Tax Incentives	NGVs may exceed the federal maximum gross vehicle weight limit by an amount equal to the difference of the
Value-Added Producer Grants (VAPG)	US Department of Agriculture	Grant	A tax credit is available for the purchase of a new qualified PEV that draws propulsion using a traction
Clean Agriculture	US Environmental Protection Agency	Program	Value-Added Producer Grants (VAPG) are available to help independent agricultural producers enter into or
Clean Construction	US Environmental Protection Agency	Program	Clean Agriculture is a voluntary program that promotes the reduction of diesel exhaust emissions from
Pollution Prevention Grants Program	US Environmental Protection Agency	Program	Clean Construction is a voluntary program that promotes the reduction of diesel exhaust emissions.
			The Pollution Prevention (P2) Grants Program supports state and tribal technical assistance, education, and

Utility solar power incentives	Duke Energy Progress	Rebate Program	Duke Energy Progress' Solar Rebate Program, a part of Duke Energy's voluntary Distributed Energy Resource
Utility solar power incentives	Santee Cooper	Loan	Santee Cooper's Smart Energy Loans can help you pay for qualified renewable energy resources for your home
Utility solar power incentives	South Carolina Electric & Gas (SCE&G)	Program	SCE&G has a payment program that "steps down," or reduces in value, as more solar power is installed in the home
Net Metering	South Carolina Electric & Gas (SCE&G)	Program	The South Carolina Electric & Gas (SCE&G) net metering program allows customers with solar panels to generate electricity from their own solar panel
Net Metering	Duke Energy Progress	Program	Duke Energy's net metering program allows customers who generate electricity from their own solar panel
Federal Solar Tax Credit	US Department of Energy	Tax Incentives	Homeowners, solar companies, and industry advocates alike were given a big Christmas gift in 2015 when

Others (Complete Database of State Incentives for Renewables & Efficiency - DSIRE) Some duplication of above may be present.

Name	State/ Territory	Category	Policy/Incentive Type	Created	Last Updated
Biomass Energy Production Incentive	SC	Financial Incentive	Performance-Based Incentive	10/17/2007	6/2/2015
Biomass Energy Tax Credit (Corporate)	SC	Financial Incentive	Corporate Tax Credit	7/18/2006	5/4/2015
Biomass Energy Tax Credit (Personal)	SC	Financial Incentive	Personal Tax Credit	7/18/2006	6/8/2015
Business Energy Investment Tax Credit (ITC)	US	Financial Incentive	Corporate Tax Credit	3/15/2002	3/1/2018
Clean Renewable Energy Bonds (CREBs)	US	Financial Incentive	Loan Program	5/2/2006	8/15/2018
ConserFund Loan Program	SC	Financial Incentive	Loan Program	3/27/2006	1/29/2016
Distributed Energy Resource Program	SC	Regulatory Policy	Renewables Portfolio Standard	7/9/2014	6/18/2018
Duke Energy - Energy Assessments	SC	Technical Resource	Energy Analysis	5/2/2017	5/31/2017
Duke Energy - Energy Profiler Online	SC	Technical Resource	Energy Analysis	5/2/2017	5/31/2017
Duke Energy - Events Calendar	SC	Technical Resource	Training and Information	5/2/2017	5/24/2017
Duke Energy - Strategic Energy Management Plan	SC	Technical Resource	Energy Analysis	5/2/2017	5/24/2017
Energy Efficiency Revolving Loan Fund	SC	Financial Incentive	Loan Program	8/14/2014	1/29/2016
Energy Efficient Manufactured Homes Incentive Tax Credit	SC	Financial Incentive	Personal Tax Credit	12/11/2008	5/4/2015
Energy Goals and Standards for Federal Government	US	Regulatory Policy	Energy Standards for Public Buildings	6/19/2006	8/21/2018
Energy-Efficient Commercial Buildings Tax Deduction	US	Financial Incentive	Corporate Tax Deduction	1/10/2006	2/28/2018
Energy-Efficient Mortgages	US	Financial Incentive	Loan Program	3/21/2002	6/24/2015
Energy-Efficient New Homes Tax Credit for Home Builders	US	Financial Incentive	Corporate Tax Credit	1/10/2006	2/28/2018
Fannie Mae Green Initiative- Loan Program	US	Financial Incentive	Loan Program	5/28/2015	7/13/2015
Federal Appliance Standards	US	Regulatory Policy	Appliance/Equipment Efficiency Standards	6/30/2006	8/16/2018
FHA PowerSaver Loan Program	US	Financial Incentive	Loan Program	12/4/2014	3/7/2016
Green Power Purchasing Goal for Federal Government	US	Regulatory Policy	Green Power Purchasing	2/19/2004	8/21/2018
Interconnection Guidelines	SC	Regulatory Policy	Interconnection	1/4/2007	8/20/2014
Interconnection Standards for Small Generators	US	Regulatory Policy	Interconnection	10/30/2007	7/27/2016
Low Income Home Energy Assistance Program (LIHEAP)	US	Financial Incentive	Grant Program	3/16/2015	6/16/2016
Modified Accelerated Cost-Recovery System (MACRS)	US	Financial Incentive	Corporate Depreciation	3/15/2002	8/21/2018
Net Metering	SC	Regulatory Policy	Net Metering	8/22/2008	1/25/2016
Qualified Energy Conservation Bonds (QEGBs)	US	Financial Incentive	Loan Program	10/23/2008	8/22/2018
Renewable Electricity Production Tax Credit (PTC)	US	Financial Incentive	Corporate Tax Credit	3/11/2002	2/28/2018
Renewable Energy Manufacturing Tax Credit	SC	Financial Incentive	Industry Recruitment/Support	3/18/2013	1/29/2016
Residential Energy Conservation Subsidy Exclusion (Corporate)	US	Financial Incentive	Corporate Tax Exemption	3/5/2002	5/16/2018
Residential Energy Conservation Subsidy Exclusion (Personal)	US	Financial Incentive	Personal Tax Exemption	3/5/2002	5/16/2018
Residential Energy Efficiency Tax Credit	US	Financial Incentive	Personal Tax Credit	1/10/2006	2/28/2018

Residential Renewable Energy Tax Credit	US	Financial Incentive	Personal Tax Credit	8/10/2005	3/23/2018
Sales Tax Exemption for Hydrogen Fuel Cells	SC	Financial Incentive	Sales Tax Incentive	10/17/2007	1/29/2016
Sales Tax Incentives for Energy-Efficient Manufactured Homes	SC	Financial Incentive	Sales Tax Incentive	12/20/2006	1/29/2016
SCE&G (Electric) - Commercial EnergyWise Program	SC	Financial Incentive	Rebate Program	5/3/2011	8/9/2018
SCE&G (Electric) - Residential EnergyWise Program	SC	Financial Incentive	Rebate Program	5/3/2011	8/9/2018
Solar Energy, Small Hydropower, and Geothermal Tax Credit (Corporate)	SC	Financial Incentive	Corporate Tax Credit	7/18/2006	9/27/2018
Solar Energy, Small Hydropower, and Geothermal Tax Credit (Personal)	SC	Financial Incentive	Personal Tax Credit	7/18/2006	9/27/2018
SouthCarolinaSaves Green Community Loan Program	SC	Financial Incentive	Loan Program	8/14/2014	3/15/2017
State Building Energy Standards	SC	Regulatory Policy	Energy Standards for Public Buildings	6/25/2007	1/29/2016
Tribal Energy Program Grant	US	Financial Incentive	Grant Program	5/1/2003	3/3/2017
U.S. Department of Energy - Industrial Assessment Center (IAC): North Carolina State University	SC	Technical Resource	Energy Analysis	6/24/2015	6/2/2017
U.S. Department of Energy - Industrial Assessment Centers (IAC): Clemson University	SC	Technical Resource	Energy Analysis	9/24/2015	6/2/2017
U.S. Department of Energy - Loan Guarantee Program	US	Financial Incentive	Loan Program	9/12/2008	8/18/2016
U.S. Environmental Protection Agency - ENERGY STAR Guidelines for Energy Management	US	Technical Resource	Energy Analysis	6/24/2015	5/11/2017
U.S. Environmental Protection Agency - ENERGY STAR Training	US	Technical Resource	Training and Information	3/24/2016	3/24/2016
USDA - Biorefinery Assistance Program	US	Financial Incentive	Loan Program	10/4/2012	3/3/2017
USDA - High Energy Cost Grant Program	US	Financial Incentive	Grant Program	9/27/2010	6/9/2016
USDA - Repowering Assistance Biorefinery Program	US	Financial Incentive	Grant Program	10/8/2012	3/18/2016
USDA - Rural Energy for America Program (REAP) Energy Audit and Renewable Energy Development Assistance (EA/REDA) Program	US	Financial Incentive	Grant Program	2/18/2015	8/21/2018
USDA - Rural Energy for America Program (REAP) Grants	US	Financial Incentive	Grant Program	4/9/2003	8/21/2018
USDA - Rural Energy for America Program (REAP) Loan Guarantees	US	Financial Incentive	Loan Program	4/9/2003	8/21/2018
Weatherization Assistance Program (WAP)	US	Financial Incentive	Grant Program	3/31/2015	11/29/2016



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: T. Dwight Hanna, Director
Department: Human Resources
Date Prepared: April 04, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 12, 2019
Budget Review	James Hayes via email	Date:	April 12, 2019
Finance Review	Stacey Hamm via email	Date:	April 10, 2019
Approved for Council consideration:		Assistant County Administrator	Sandra Yúdice, Ph.D.
Committee	Administration and Finance		
Subject:	Removing Salary History from Applications		

Recommended Action:

Staff recommends receipt of this analysis as information as well as support of fair hiring practices. While removing salary history questions from the applications is simple, reducing and/or eliminating wage disparity is more complex and challenging.

Motion Requested:

N/A

Request for Council Reconsideration: Yes

Fiscal Impact:

Initially, there is a potential for an overall increase in starting pay for all new hires. Usually, applicants attempt to present themselves in the most positive manner and seek the highest salary they feel is appropriate and/or they may successfully secure from the new employer.

In addition to management and process changes, there will also be an initial and ongoing internal investment to develop, present, and attend necessary training to successfully support the objective of the motion.

Motion of Origin:

“I move that Richland County remove the salary history question on employment applications in an effort to ensure fair hiring practices. The mandated change should apply to employment applications in print and online and the salary history question should also be removed from verbal interviews and employment screenings.”

Council Member	Allison Terracio
Meeting	Regular Session
Date	March 05, 2019

Discussion:

A Glassdoor study showed women still earn 76 cents to the dollar men earn. The salary history ban attempts to prevent current or previous pay inequality from following a person throughout his/her career. Determining a candidate's compensation based on his/her salary history can perpetuate existing wage inequalities that are the result of gender bias or discrimination. Removing salary history questions from the applications, the interview forms, and screening forms is a relatively simple process; however, careful planning, training, monitoring, and other steps are necessary to successfully achieve the objective of the change.

There has been much debate, research, articles written, and action taken on the topic of the wage variance between women and men. As with any policy consideration, there are advantages and disadvantages presented by those on both sides of the issue. Many state and local governments (mostly in the northeast and west) have enacted ordinances and/or policies to ban or limit questions about an applicant's salary history. However, with all the activity surrounding this issue, there has not been any single successful confirmed solution. Transparency is generally helpful in achieving fair practices. Fortunately, Richland County Government is ahead of many private sector organizations regarding pay transparency because of SC FOIA laws.

PayScale, a compensation data and software company, recently conducted an employee wages survey of about 15,000 job seekers on whether they disclosed their pay during the interview process at their previous jobs. In summary, this study revealed "...that a woman who was asked about her salary history and refused to disclose was actually offered 1.8% less than a woman who was asked and did disclose. Meanwhile, if a man refused to disclose when asked about salary history, he received an offer that was 1.2% higher than a man who did." Based on the results of this study, one [may] conclude not revealing salary history actually worked against the women and in favor of the men. At the very least, this study indicates simply removing the salary history question does not adequately address wage differences based on gender.

Trends

Many jurisdictions - cities, counties, and states have enacted ordinances and/or policies to ban or limit salary history questions during the application process. Some of these restrictions apply only the government body; however, many apply to all employers in the jurisdiction of the respective government.

Advantages and Disadvantages

Employees, supervisors, employers, advocacy groups, elected officials, HR professionals, and many experts have discussed and on the different perspectives regarding how best to reduce the wage variances (gender and race).

Support for keeping salary history on applications:

- By sharing salary history early in the interview stage, candidates can avoid adding weeks or months to their search by pursuing jobs that do not meet their needs.
- Employers are able to inform candidates about a pay disparity early in the interview process, thus increasing their interview-to-hire ratio and shortening their time to hire.
- Departments have greater power in negotiating salaries for new hires.

- Greater perceived and/or real difficulty for hiring managers discussing and negotiating starting salaries with new hires because of the long-standing common use of historical salaries. Because of historical reliance on salary history vs. value of the job and qualifications of the candidate – this would represent a huge change for management.
- Some have raised a constitutional question regarding being able to ask questions about salary history. A case is currently pending in the court in Pennsylvania
- Transitional hurdles normally experienced by employees, applicants, and management for this type of organizational wide and cultural change.
- Increase in salary cost is a possibility if not a probability. Removing salary history may increase the total cost of [female and/or male] new hires, as departments will not have information to negotiate salaries and thus may respond based on salary expectations rather than actual earnings.
- Removing salary history questions does not adequately address the root cause of wage disparity.+

Support for removing salary history on applications:

- Starting wages are based on the value of the job to the County, relevant experience, qualifications, skills, experience, certifications, and competencies of the applicant
- For those employers insisting on using salary history to determine future compensation, applicants face an uphill battle to prove pay inequality, as this requires knowing the salaries of other employees.
- The theory is women sometimes have begun their careers at a pay disadvantage; therefore if their past salary is used as a marker for future salary offers, their pay will remain behind men's.
- Employers must be able to identify specific reasons for differences in compensation between employees with similar backgrounds performing similar job duties.
- Potentially perpetuates the wage gap disparity between men and women.
- Places too much importance on the pay at a single employer and not the market as a whole.
- Better negotiating power to both gender candidates
- A larger, more diverse pool of candidates. Job candidates are not automatically dismissed because they earn more than the salary range.

The County's current process involves asking salary history questions on the application and during the application process. The salary histories of applicants are used to eliminate candidates who may seek a salary higher than what the County deems appropriate to offer because of internal equity, budget limitations, and/or value the County places on the job. Hiring managers would generally consider removing the salary history question to make their job much more difficult to successfully negotiate with candidates.

The Richland County Government application has a salary history field for each job listed. It is a mandatory field for the most recent employment; however, it is optional for the other employment listed. The application also includes a response optional "salary expectations" question.

Implementation Considerations

Removing salary history information alone from the application process will not erase the wage difference between women and men or men and/or minorities. If the Council's objective is to reduce wage disparity, the County may consider other actions. Proper planning, training, and resources will greatly enhance the acceptance and probability of success for a policy change of this type. Following is a list of recommendations from the Human Resources Department if the Council approves the motion as presented:

1. Get clear total rewards compensation philosophy approved by County Council to guide all actions surrounding employee compensation;
2. Update and maintain all job descriptions to include accurate, ethical, legal, and complete minimum requirements and complete essential functions for each job;
3. Consistently maintain market competitive pay ranges for all jobs;
4. Update electronic and paper application forms;
5. Mandate all departments update all interview questions, applicant screening forms and/or criteria, and internal operating procedures to remove salary history questions;
6. Ensure consistent and proper Performance Management Process for each employee. This becomes essential once the County links pay increases to the employee's job performance;
7. Establish clear career paths;
8. Implement Succession Development Management;
9. Provide negotiation skills training specifically targeted towards female employees;
10. Conduct a comprehensive review of all County policies relating to compensation to ensure equal pay for all genders and demographic groups. Consider adding, revising, and/or deleting policies and/or guidelines that do not support the objectives of County Council;
11. Ensure policies have validity and are defensible;
12. Consistently enforce County policies once implemented. Exceptions to County policy should be rare and documented to be legally defensible;
13. Develop and/or update training and provide for all personnel involved in the hiring process relating to negotiations, respect, procedural justice, unconscious bias, accountability, inclusion, demographic diversity, cognitive diversity, trust, active listening, compensation technology available to employees, compensation program, and compensation discussions with employees, and civility;
14. Developing resources to help supervisors, managers, and directors discuss and negotiate wages with new hires;
15. Monitor compliance with policies approved by County Council;
16. Inform Elected Officials of the County's policy change as they use a different application form.

The Human Resources Department fully endorses equal pay for equal work regardless of gender and/or race. Unfortunately, more factors, including years of experience and education, may contribute to the wage differences between demographic groups other than salary history inquiries. However, if women and/or minorities' salaries are less because of inappropriate reasons, continuing to utilize disparate salaries in salary negotiations perpetuates the problem. Consequently, Human Resources recommends Council consider the recommendations above in addition to the motion.

Attachments:

1. [Why Banning Questions About Salary History May Not Improve Pay Equity](#)
2. [No Salary Negotiations Allowed](#)
3. [Salary History Inquiries Banned and the Impact on Human Resources](#)
4. [Quantifying America's Gender Wage Gap by Race/Ethnicity](#)
5. [The Gender Wage Gap: 2017 Earnings Differences by Race and Ethnicity](#)
6. [The Salary History Ban: Your Guide to Dealing with This Dreaded Interview Question](#)
7. [Richland County Salary Estimator \(Excel Spreadsheet\)](#)

Why Banning Questions About Salary History May Not Improve Pay Equity

hbr.org/2017/09/why-banning-questions-about-salary-history-may-not-improve-pay-equity

September 4, 2017

Gender

Lydia Frank

September 05, 2017

Last year, Massachusetts passed the first law in the U.S. banning employers from asking job candidates about their salary history. Since then, several other cities and states have followed suit or are considering similar legislation. The topic has sparked some heated debates and even resulted in a lawsuit in one city, brought by the Greater Philadelphia Chamber of Commerce.

The intent of this type of legislation is to address the gender pay gap by ensuring that low pay doesn't follow women from job to job and compound over time. PayScale, the compensation data and software company where I work, regularly examines trends and questions regarding employee pay, so we conducted a survey to better understand the relationship between the salary history question and the gender pay gap. What we found surprised us and almost everyone we've shared the data with to date — from career counselors to gender equity advocates to employers and employees who thought they were doing things right.

Between April and June of this year, we asked 15,413 job seekers who visited PayScale.com to evaluate an active job offer whether they disclosed their pay at previous jobs at any point during the interview process. The possible responses were:

- (A) No, and the employer did not ask.
- (B) No, but the employer asked.
- (C) Yes, the employer asked about my salary history.
- (D) Yes, I volunteered information about my salary history.
- (E) I do not recall.

The respondents were also asked a number of detailed questions as part of PayScale's ongoing employee compensation survey about themselves and the employer they were considering — job title, location, years of experience, industry, age, gender, etc. When examining findings around potential gender pay gaps, we controlled for all of these factors with the exception of gender to ensure we were comparing similar individuals seeking similar jobs at similar companies.

The widely held assumption is that revealing your salary history, especially if the number is below market value, could negatively influence the offer made by the employer with whom you're interviewing. However, this study revealed that a woman who was asked about her salary

history and refused to disclose was actually offered 1.8% *less* than a woman who was asked and did disclose. Meanwhile, if a man refused to disclose when asked about salary history, he received an offer that was 1.2% higher than a man who did.

As with any data analysis, individual circumstances may vary, so it's entirely possible that sometimes revealing your salary does negatively influence your offer. However — at a macro level — that's not typically what's happening. These findings seem to undercut the whole premise of banning the salary history question in order to level the playing field for women when it comes to compensation.

But why would not talking about salary history impact a compensation offer negatively for women and positively for men? Our analysis didn't reveal the answer, but based on some well-known studies that exist around unconscious bias, I have two hypotheses.

- **People react negatively when women negotiate for higher pay.** We know from numerous studies that women face a “social cost” that men do not when they initiate salary negotiations, regardless of the gender of the person with which they're negotiating. By not disclosing their salary, the women in our study may have signaled to a potential employer that they were intent on negotiating — and were punished for it. Women, it seems, may be penalized for sending this signal, while men are not.
- **Employers may assume women who refuse to disclose pay earn less.** Whether it's conscious or not, employers may be jumping to conclusions about a woman's salary when she declines to reveal it. The fact that a pay gap still exists for women is well documented; most hiring managers are likely aware of this issue. Does the gender of the candidate refusing to disclose pay, then, affect an employer's perception of what that candidate is likely paid (i.e. that a woman likely has a low salary)? In the absence of information, what information is being assumed?

In our study, both male and female refusers tended to earn more in their current jobs than the candidates who revealed their salary history, regardless of whether they were asked or volunteered the information. What an employer didn't know, in this case, potentially hurt some of our respondents, as offers made to these women were less than those made to women who disclosed salary.

There is a lot more research to be done on this topic area at PayScale, but in the meantime, it's clear that asking salary history is having a negative impact on female job candidates, just in a different way than was previously believed. In addition, it's worth remembering that there's likely a double standard taking place with any salary history request: When employers ask about past pay, they're asking for a level of transparency from the candidate that they're often unwilling to meet themselves. Try asking a group of recruiters or hiring managers whether they'd consider including salary ranges in their job postings. I expect you'd be met with an awkward silence.

The bottom line is there's a better way to approach this situation. The most typical reason

employers offer for asking about salary history is to ensure they're not putting candidates through the interview process who are already earning more than the budget available for the position. However, there are some misguided motives at play as well. Some employers are trying to determine what to pay for a position by asking a handful of candidates. Other employers are hoping to save on budget by lowering an expected offer based on a candidate's current pay. These are not good reasons for asking salary history and generally don't result in the right outcome for either the candidate or the employer.

What can employers do instead?

- **Stop asking the question.** The relationship with a potential new employee should get off to a good start, so don't put them in the awkward position of having to decide what to reveal about their previous pay. Avoiding the question gives a better impression about the way pay is set at the organization.
- **Price the job, not the person.** A candidate's current salary should have no bearing on what an employer is willing to pay for a particular position. Compensation should be a data-driven decision based on the current value of a given position in the talent market. Certainly, a candidate's unique skills may place them lower or higher in the pre-determined range, but their current salary shouldn't be the basis for determining their pay.
- **Tweak the process for setting pay expectations.** If the reason for asking salary history is to establish whether a candidate is above the available budget for a position, there are other ways to get to that same answer. Employers could ask about a candidate's salary expectations. Or they could consider a bold step and try sharing the range for a position. They can make clear that the candidate will be placed in the range based on their specific skill set or experience level.

The negotiation process is an opportunity to start a healthy conversation about the way pay is established and managed at an organization. Rather than approaching it as a way to save money, employers and hiring managers can use pay negotiations to build trust with a candidate — man or woman — right from the start.

It remains to be seen whether legislation banning employers from asking the salary history question will have any positive impact in terms of closing the gender pay gap. On the one hand, if what's happening is unconscious bias from employers toward women who refuse to answer the question, then not being able to ask may alleviate some of the gap we're seeing in offers to female disclosers versus refusers. If, however, the real issue is around employers filling in the salary blanks differently based on gender when candidates don't share their current salary, a ban on asking for pay history may not get the job done.



S H R M

BETTER WORKPLACES BETTER WORLD™

No Salary Negotiations Allowed

Some companies have banned haggling over salary, but there may be better ways to close the gender pay gap.

By Joanne Sammer | September 1, 2015

When Bill Balderaz launched Fathom Healthcare in 2006, he made an unusual decision: The company would not negotiate salaries during the hiring process. Negotiation “starts the relationship on a note of distrust and dishonesty,” says the former president of the Valley View, Ohio-based company that provides marketing services to hospitals and health systems.

“Even if you meet halfway, both parties can feel like they lost out,” Balderaz says. “The candidate thinks he’s working for less than he’s worth, and the company feels like it is paying too much.”

Balderaz believes that banning salary negotiations is fairer to employees. “Some people are better negotiators than others, and that does not necessarily translate to the quality of [their] work,” he says. “Unless you are hiring someone to be a negotiator, then it shouldn’t matter.”

More recently, in April 2015, Reddit made headlines by announcing that it would prohibit salary negotiations for both candidates and existing employees—but for a different reason. The San Francisco-based Internet news company, which has about 70 employees, adopted the policy in an attempt to close the gender pay gap. Several other tech companies, including Jet.com and Magoosh, have recently implemented similar policies in an effort to pay fair and consistent salaries.

The fact that Ellen Pao, then interim CEO of Reddit, had just lost a high-profile gender discrimination lawsuit against a Silicon Valley venture capital firm gave the announcement particular significance. Three months after the announcement, Pao resigned from Reddit under pressure, with some lauding her as a crusader against sexism and others charging her with mismanagement during her controversial eight-month tenure.

Regardless of Pao's troubles, Reddit says it has no intention of dropping the policy, and a company spokesperson claims there has been an uptick in applications received since the announcement was made. In explaining the no-negotiation policy, Pao noted that women tend to settle for the salary they're offered, leaving them at a disadvantage. And when they do negotiate, they are often viewed negatively by others in the company or industry.

But some think banning salary negotiations may be harmful to women. "The rhetoric about having to help women along because they are not good at negotiating reinforces that stereotype and can really penalize women down the line in their careers," says Catherine Tinsley, a professor at the McDonough School of Business at Georgetown University and executive director of the university's Women's Leadership Institute in Washington, D.C. The notion that women are poor negotiators is just not true, she says.

'The rhetoric about having to help women along because they are not good at negotiating reinforces that stereotype and can really penalize women down the line in their careers.'

—Catherine Tinsley, Georgetown University

While salary negotiation bans can and do work for some companies, the number of organizations with such policies is small and likely to stay that way. In fact, talk among compensation experts often quickly moves away from all-out bans to the possibility of creating a fairer negotiation process for everyone, with clear expectations and positive outcomes for all. That requires greater transparency about pay levels and how employers make compensation decisions. By taking a slightly different approach to pay conversations, organizations have an opportunity to ensure fair and appropriate compensation for all employees.

The Wisdom of a Ban

Few would argue that gender pay disparities aren't real. The latest data from the U.S. Bureau of Labor Statistics show that women's median weekly earnings equaled 82 percent of men's in 2013 (<http://www.bls.gov/news.release/pdf/wkyeng.pdf>). That's an improvement from 1979, when women earned just 62 percent of what men do, but there is still some distance to go to close the gap.

The effect of this disparity can multiply over the course of a woman's work life. "Even a small \$5,000 difference at the beginning of your career is going to have hundreds of thousands of dollars of impact by the end of your career when you recognize that each bonus, raise and even company retirement plan contribution is tagged to that initial salary," says Fatimah Gilliam, founder and CEO of The Azara Group, (<http://www.theazaragroup.com/>) a leadership consulting company in New York City.

While HR should remedy unfair pay gaps of any kind, many compensation executives doubt the effectiveness and viability of Reddit's approach. "As far as I'm concerned, this is in the same category as Donald Trump running for president: a way to get attention," says Randy Keuch, head of total rewards-Americas for Teva Pharmaceuticals, which has 33,000 employees.

Real-World Considerations

Salary negotiation bans are not new. Jobs covered by union contracts and step-rate programs, for example, have long negated candidates' and employees' ability to negotiate their pay. But that approach may not fly in today's competitive talent market. Without the ability to negotiate their compensation, high-performing employees are more likely to look elsewhere, even if they are not initially put off by such a ban. "People need a compelling reason to join a company, and then they need a compelling reason to stay," Keuch says.

While employers that have banned salary negotiations say doing so helps strengthen the relationship between employer and employee, most experts believe it does the opposite. “If you are basically saying everybody gets paid the same thing no matter what, employees might wonder what will happen in year two of the employment relationship if they are particularly strong performers,” says Ken Abosch, compensation practice leader with Aon Hewitt (<http://www.aon.com/human-capital-consulting/>) in Lincolnshire, Ill. Employees may be wondering “Am I going to be told that there’s no negotiating then either?”

HR and compensation executives know better than most what’s at stake if an employer can’t meet the needs of critical talent. “If a strong candidate will not agree to less than \$135,000 and you have offered \$130,000, are you really going to let the candidate walk over \$5,000?” asks David Kirby, an HR veteran who has overseen compensation policies at a number of companies. This is why companies often build in wiggle room when recruiting.

For compensation professionals, such real-world considerations are significant. “There are always going to be some people who are paid at the high end of the range and some people at the low end of the range to reflect years of experience, higher or lower performance, and what they bring to the table,” says Linda VanDeventer, director of compensation consulting with Buck Consultants (<http://www.services.xerox.com/hr-consulting/enus.html>) in Chicago.

And banning salary negotiations doesn’t necessarily result in pay equity, anyway. An HR professional or individual manager could still make higher salary offers to men or other preferred candidates. Companies can hope to address pay gaps only when salary negotiation bans are accompanied by preset salaries for specific positions. Yet that approach doesn’t allow an organization to adjust pay based on prior work experience, education or likelihood an individual will excel in the position, Abosch says.

Salary Bans in Practice

Employers that have banned salary negotiations recognize the importance of keeping pay tied closely to competitive market rates in order to attract and retain top talent. Here is a closer look at how a few of these organizations manage this approach.

Company	Type of Company	Number of Employees	Reason for the Ban	Negotiation Banned for	How It Works
Reddit	Internet news company headquartered in San Francisco	About 70	To help close the gender pay gap	Candidates and employees	Employees are offered competitive compensation packages with a choice of pay mix that includes cash and equity.
Fathom	Health care marketing firm in Valley View, Ohio	About 40	To provide fairer compensation and to build a healthier employer-employee relationship across the board	Candidates and employees	Salaries are pegged to the top quartile for the company’s geography. The company benchmarks frequently against salary surveys.
Duart Mill	Private equity firm based in Atlanta	N/A	To ensure pay equity at the executive level	Executive-level candidates from companies in which Duart Mill has a stake	Salaries are set at the 80th to 90th percentile to get qualified candidates. Offers and incentives provide an additional payout of up to one-half of salary, depending on individual and company results.

Negotiating, with a Twist

Employers that are leery of banning salary negotiations have other options to ensure fairer negotiations for all candidates and employees. To level the playing field, try the following:

Make the negotiation process more understandable and egalitarian. After all, pay gaps do not just affect women. Black and Hispanic individuals are also paid considerably less than their white male counterparts. Being clear about how negotiation works and offering everyone the same information and training on the process will help all employees secure appropriate compensation for themselves.

Communicate your expectations. Ambiguity surrounding the negotiation itself, such as what is negotiable and whether it is appropriate to negotiate at all, may cause difficulties, Tinsley says. Considering all of the variables that could potentially come into play during candidate negotiations—including everything from variable pay and paid time off to retirement benefits and flexible work arrangements—it would be helpful to set parameters for these discussions.

Treat people respectfully. Ultimately, however, a successful negotiation is almost as much about how the process is handled as the end result. “People care less about absolute amounts of money than about being sure that they are not underpaid relative to others,” Tinsley says. “It is also extraordinarily important that people feel that they were treated well and with dignity. In fact, they will sacrifice money if the process has this type of high ‘procedural fairness.’ ”

Get transparent. At the onset, though, negotiation is all about information—who has it and how they use it. Therefore, employers that are serious about closing pay gaps and leveling the negotiation playing field should consider being more open about compensation in general and compensation decision-making specifically. “What is going to close the gender wage gap is [salary] transparency,” Tinsley says.

Transparency Is Power

While many public-sector employers have long been required by law to release salary data, private companies increasingly are facing pressure to be more open about compensation. This trend is largely driven by Millennial employees who are accustomed to having access to whatever information they want whenever they want it.

In fact, many young candidates may balk at a negotiation ban. “Millennials want to feel like they control their own destiny,” says Mykka Herner, a director of professional services for PayScale Inc. (<http://www.payscale.com/>) in the Seattle area. “I think they want that dialogue.”

Social media company Buffer has embraced complete compensation transparency by, for example, disclosing its formula for determining pay levels and the amounts and mix of compensation employees receive. The company publishes its open equity formula online, including an explanation of each element used to set pay and equity levels and a spreadsheet listing the compensation levels for its 37 employees, as well as salary and equity formulas and calculations.

Of course, not every employer has to go that far. “Employers can conduct a market pay study and share the results of that,” Herner suggests. They can also share the organization’s compensation philosophy as another first step toward greater transparency, he adds.

The important thing is to start the conversation about pay programs. “Increased transparency is what will enable people to better price themselves relative to their peers and what is going to enable women and people of color to know whether or not they are being underpaid,” Gilliam says.

Without this transparency, candidates have to research their own compensation data, which keeps them at a disadvantage. Online pay data that is available free to anyone is often self-reported by individuals and not necessarily a reliable indicator of what the market pays for a specific job. Yet providing at least some accurate information about compensation to candidates and employees is crucial in the interest of fairness.

Providing at least some accurate information about compensation to candidates and employees is crucial in the interest of fairness.

If the pressure to increase salary transparency continues to mount, employers need to be ready to open the books. “Organizations need to find ways to make sure their compensation programs are credible and defensible enough that they would be willing to communicate about them in more detail,” Abosch says. Once they do that, he adds, the next challenge is to provide that information in a structured and understandable way.

Tread Carefully

It's unlikely that Reddit's attention-getting salary negotiation ban will inspire multitudes of employers to adopt similar policies. But the no-haggle approach might make sense for some companies. If you're interested in trying it, Balderaz of Fathom Healthcare offers two pieces of advice.

First, determine what “fair pay” means in dollar terms and then add 10 percent to it. “You want to stay toward the higher end of your market for you or for the job and for the geography,” he says.

Second, do not allow exceptions to the policy. “Sometimes, people don't believe it and still want to negotiate,” he says. Fathom learned this the hard way. When an employer starts making exceptions, employees will “wonder why you did not stick to your word. [The ban] is an all-or-nothing proposition,” Balderaz says. The company, which has about 40 employees, made a couple of exceptions to its salary negotiation ban early on and later regretted each one.

Overall, though, the ban has not had a negative impact on recruitment at Fathom, as the company has made 60 or more hires for positions at different levels and with varying skill sets since its launch and has had no trouble attracting candidates, Balderaz says.

Salary negotiations aside, employers can also closely evaluate their pay programs, with an eye toward eliminating bias and addressing any shortcomings. For example, organizations can regularly examine and compare male-dominated and female-dominated roles to identify similar responsibilities and skills. With that information, it becomes easier to see whether current compensation programs and pay levels reflect those common duties, regardless of salary negotiations. “Any differences in pay should only exist due to differences in performance and contributions,” rather than gender or any other characteristic, Abosch says.

Compensation fairness continues to be a thorn in the side of many employers. Despite years of efforts to address pay gaps for women and some minority groups, these gaps persist. A new approach based on clear expectations and greater information-sharing could succeed where other methods have failed. This time, the motivator for change could come from candidates and employees who want to know once and for all that they got a fair shake.

Joanne Sammer is a New Jersey-based business and financial writer.

Contact Us (www.shrm.org/about-shrm/Pages/Contact-Us.aspx) | 800.283.SHRM (7476)

© 2019 SHRM. All Rights Reserved

SHRM provides content as a service to its readers and members. It does not offer legal advice, and cannot guarantee the accuracy or suitability of its content for a particular purpose.

Disclaimer (www.shrm.org/about-shrm/Pages/Terms-of-Use.aspx#Disclaimer)

Salary History Inquiries Banned and the Impact on Human Resources

 hrexchangenetwork.com/hr-compensation-benefits/news/salary-history-inquiries-banned-impact-human-resources

October 18, 2017

In any given interview, a series of questions are asked of potential employees by HR professionals; work history, past experiences with management, and their most valuable skills. Another question usually asked concerns salary history.

Well... not anymore... at least in some cities and states.

The Landscape of the Gender-Pay Inequality

In a trend beginning to sweep the nation, local and state governments are starting to ban salary history inquiries. Loosely defined, potential employers and recruiters cannot ask an applicant about their current or prior compensation. That also includes questions about benefits and any other payment that falls under the umbrella as compensation. The bans are an effort to address the decades old issue of gender-pay inequality, which effects nearly half the workforce.

Women make up 47% of the American workforce. That's according to the U.S. Department of Labor. Female employees made only 80 cents for every dollar earned by their male counterparts in 2015. Put another way... that amounts in a gender-wage gap of 20 percent according to the Institute for Women's Policy Research.

And the impact isn't only on women. There is a similar impact on minorities.

Supporters say ending pay inequality can have positive effects on the economy. Again, according to the IWPR, equal pay would add \$482 billion to the economy.

While supporters celebrate the bans, opponents say the ban violates their First Amendment rights to ask about a candidates' salary histories.

Bans Across the Country

Right now, only a handful of cities and states have passed and/or implemented bans.

1. New York City – Effective October 31, 2017
2. Delaware – Effective December 14, 2017
3. California – Effective January 1, 2018
4. Massachusetts, San Francisco – Effective July 1, 2018
5. Philadelphia – (stayed pending legal challenge)
6. Puerto Rico, Oregon – Effective January 1, 2019

All of the laws are similar. In general, potential employers cannot ask candidates about their salary history. That means all inquiries. No oral or written inquiries are allowed directly through the employer or an agent representing the candidate. That does not, however, prevent the candidate from sharing the information voluntarily. If that happens, potential employers may then use the information to generate salary requirements.

Under what circumstances would a candidate want to give up the information?

Firstly, think about visibility of the candidate. Candidates want to present themselves as strongly as possible including looking serious about the open position. Divulging the information would demonstrate that fairly well. Secondly, giving up the information would save both the potential employee and employer from wasting each other's time if the salary projection is out of range. Thirdly, there's a lot of information out there regarding compensation packages. That information can be used during negotiations and could yield a better outcome for job seekers.

All of that said, it could raise difficulties for job candidates in California. The state already has a law on the books saying an employee's prior salary can't be the only justification for a disparity in compensation. As a result, potential employers in California must tread cautiously on what information they use to justify paying employees less than others make doing the same work.

An Act of Congress

Not to be left out of the trend, the United States Congress is also taking up the issue. A bill called the Pay Equity for All Act has been introduced. It would amend the Fair Labor Standards Act of 1938, making it an unlawful practice for an employer to:

- screen prospective employees based on their previous wages or salary histories;
- seek the previous wages or salary history of any prospective employee from any current or former employer of such employee; or
- discharge or in any other manner retaliate against any current or prospective employee because the employee opposed any act or practice made unlawful by the Act, or made or is about to make a complaint relating to any such act or practice, or testified or is about to testify, assist, or participate in any manner in an investigation or proceeding relating to any such act or practice.

Changing Strategy for HR

As these bans continue to become more widespread, human resource professionals are going to be forced to make changes to their processes and fast. Professionals are going to have to retrain members of their departments. They're also going to have to update their handbooks making note of the ban.

There will be a need to update and change applications to ensure compliance. Questions about compensation will need to be removed. New processes for candidate vetting during the recruitment process must be created. Make sure to include decisions on how to document salary expectations.

The bans also create a challenge for companies who have employees in different states. That means HR departments have to understand and follow two sets of rules to avoid litigation.

With the bans in place, some say it will make it more difficult for HR professionals to generate salary rates. That may have a negative impact on the prospective employee. Companies will have to come up with a salary rate they believe best fits the position. It is certainly possible the company will be conservative in that estimate. Without the question, some suggest a prospective employee would be unable to negotiate the pay thus having to pass on the job because the pay is too low.

So, what data can employers use?

They can use salary expectations generated on the part of the potential employee. HR professionals can also use market data to generate pay scales.

Planning for the Future

The reality surrounding this issue currently is simple: the bans are in place. Similar laws will come to pass in cities and states around the country. How they will continue to impact HR professionals down the road remains to be seen.



Quantifying America's Gender Wage Gap by Race/Ethnicity

APRIL 2019

Women of color in the United States experience the nation's persistent* and pervasive gender wage gap most severely. Data from the U.S. Census Bureau reveal the size of that gap among women who hold full-time, year-round jobs by race/ethnicity. The cents-on-the-dollar difference adds up, resulting in lost wages that mean women have less money to support themselves and their families.

Latinas and the Wage Gap

Latinas are typically paid just 53 cents for every dollar paid to white, non-Hispanic men. The median annual pay for a Latina in the United States who holds a full-time, year-round job is \$32,002, while the median annual pay for a white, non-Hispanic man who holds a full-time, year-round job is \$60,388 – a difference of \$28,386 per year.¹ If the annual wage gap were eliminated, a typical Latina working in the United States would have enough money to pay for approximately:

- Three additional years of tuition and fees for a four-year public university, or the full cost of tuition and fees for a two-year college;²
- Thirty-seven more months of child care;³ or
- More than 20 additional months of premiums for employer-based health insurance.⁴

Native American Women and the Wage Gap

Native American women are typically paid just 58 cents for every dollar paid to white, non-Hispanic men. The median annual pay for a Native American woman in the United States who holds a full-time, year-round job is \$33,571, and the annual median wage gap between a Native American woman and a white, non-Hispanic man who each hold a full-time, year-round job is \$24,443 per year.⁵ If the annual wage gap were eliminated, a typical Native American woman working in the United States would have enough money to pay for approximately:

- More than two and a half additional years of tuition and fees for a four-year public university, or the full cost of tuition and fees for a two-year college;⁶

- Nearly 32 more months of child care;⁷ or
- More than 17 additional months of premiums for employer-based health insurance.⁸

Black Women and the Wage Gap

Black women are typically paid just 61 cents for every dollar paid to white, non-Hispanic men. The median annual pay for a Black woman in the United States who holds a full-time, year-round job is \$36,735, while the median annual pay for a white, non-Hispanic man who holds a full-time, year-round job is \$60,388 – a difference of \$23,653 per year.⁹ If the annual wage gap were eliminated, a typical Black woman working in the United States would have enough money to pay for approximately:

- More than two and a half additional years of tuition and fees for a four-year public university, or the full cost of tuition and fees for a two-year college;¹⁰
- Nearly 31 more months of child care;¹¹ or
- Nearly 17 additional months of premiums for employer-based health insurance.¹²

White Women and the Wage Gap

White, non-Hispanic women are typically paid just 77 cents for every dollar paid to white, non-Hispanic men. The median annual pay for a white, non-Hispanic woman in the United States who holds a full-time, year-round job is \$46,513, while the median annual pay for a white, non-Hispanic man who holds a full-time, year-round job is \$60,388 – a difference of \$13,875 per year.¹³ If the annual wage gap were eliminated, a typical white woman working in the United States would have enough money to pay for approximately:

- More than one and a half additional years of tuition and fees for a four-year public university, or the full cost of tuition and fees for a two-year college;¹⁴
- More than 18 more months of child care;¹⁵ or
- More than 17 additional months of premiums for employer-based health insurance.¹⁶

Asian American Women and the Wage Gap

Asian American women are typically paid 85 cents for every dollar paid to white, non-Hispanic men. The median annual pay for an Asian American woman in the United States who holds a full-time, year-round job is \$51,378, while the median annual pay for a white, non-Hispanic man who holds a full-time, year-round job is \$60,388 – a difference of \$9,010 per year. For Asian American women of many ethnic and national backgrounds, the gap is much larger.¹⁷ If the annual wage gap were eliminated, a typical Asian American woman working in the United States would have enough money to pay for approximately:

- One additional year of tuition and fees for a four-year public university, or the full cost of tuition and fees for a two-year college;¹⁸
- Nearly one additional year of child care;¹⁹ or
- More than six additional months of premiums for employer-based health insurance.²⁰

Women Overall and the Wage Gap

Across all racial and ethnic groups, women in the United States are typically paid 80 cents for every dollar paid to men. The median annual pay for a woman who holds a full-time, year-round job is \$41,977 while the median annual pay for a man who holds a full-time, year-round job is \$52,146 – a difference of \$10,169 per year.²¹ If the annual wage gap were eliminated, a typical woman working in the United States would have enough money to pay for approximately:

- More than a full additional year of tuition and fees for a four-year public university, or the full cost of tuition and fees for a two-year college;²²
- More than 13 additional months of child care;²³ or
- More than seven additional months of premiums for employer-based health insurance.²⁴

*For comparison purposes, the National Partnership’s findings for these groups based on last year’s data is available [here](#).

¹ U.S. Census Bureau. (2018). *Current Population Survey, Annual Social and Economic (ASEC) Supplement: Table PINC-05: Work Experience in 2017 – People 15 Years Old and Over by Total Money Earnings in 2017, Age, Race, Hispanic Origin, Sex, and Disability Status*. Retrieved 20 March 2019, from <https://www.census.gov/data/tables/time-series/demo/income-poverty/cps-pinc/pinc-05.html> (Unpublished calculation based on the median annual pay for all women and men who worked full time, year-round in 2017)

² U.S. Department of Education, National Center for Education Statistics. (2018, November). *Digest of Education Statistics: 2018* (Table 330.10, Average undergraduate tuition and fees and room and board rates charged for full-time students in degree-granting postsecondary institutions, by level and control of institution: 1963-64 through 2017-18), Chapter 3. Retrieved 20 March 2019, from https://nces.ed.gov/programs/digest/d18/tables/dt18_330.10.asp (The average total annual cost of undergraduate tuition and required fees is \$9,037 for a four-year public college or university or \$3,243 for a two-year college.)

³ Child Care Aware of America. (2018). *The U.S. and the High Cost of Child Care: A Review of Prices and Proposed Solutions for a Broken System*. Retrieved 19 March 2019, from https://cdn2.hubspot.net/hubfs/3957809/COCreport2018_1.pdf. Estimate of \$9,649 based on the average cost of center-based child care for a four-year-old. This average is not representative of the mean and is an approximation calculated by weighting state child care cost averages by the number of programs by type reported by each state. It is not to be considered a "national average."

⁴ Kaiser Family Foundation. (n.d.) *Average Annual Single Premium per Enrolled Employee For Employer-Based Health Insurance, 2017*. Retrieved 20 March 2019, from <https://www.kff.org/other/state-indicator/single-coverage/?currentTimeframe=0&sortModel=%7B%22colld%22:%22Employee%20Contribution%22,%22sort%22:%22desc%22%7D>

⁵ U.S. Census Bureau. (2018). *American Community Survey 1-Year Estimates 2017. Tables B20017C and B20017H: Median Earnings in the Past 12 Months (in 2017 Inflation-Adjusted Dollars) by Sex by Work Experience in the Past 12 Months for the Population 16 Years and Over with Earnings in the Past 12 Months*. Retrieved 20 March 2019, from https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_17_1YR_B20017C&prodType=table. Note: The Current Population Survey does not provide disaggregated data for Native American women’s earnings. This calculation is based on a comparison of the median earnings of white, non-Hispanic men working full time, year-round with that of Native American

women working full time, year-round as reported in the American Community Survey. The median annual earnings of white, non-Hispanic men in 2017 in this source was \$58,014.

⁶ See note 2.

⁷ See note 3.

⁸ See note 4.

⁹ See note 1.

¹⁰ See note 2.

¹¹ See note 3.

¹² See note 4.

¹³ See note 1.

¹⁴ See note 2.

¹⁵ See note 3.

¹⁶ See note 4.

¹⁷ Ibid. The Current Population Survey on which this fact sheet's analysis is based refers to Asian American women alone. For a fuller analysis including Pacific Islander women, see: <http://www.nationalpartnership.org/our-work/resources/workplace/fair-pay/asian-women-and-the-wage-gap.pdf>. Despite an overall wage gap for Asian American women in the United States that is smaller than for other groups of women of color, analysis by the National Asian Pacific American Women's Forum shows there are substantial variations in the wage gap between particular groups of Asian American and Pacific Islander women (based on self-reported ethnic and/or national ancestry) and white, non-Hispanic men, with many groups facing significantly greater wage penalties. For more information, see: https://www.napawf.org/uploads/1/1/4/9/114909119/fighting-invisibility_final-4.03.17.pdf

¹⁸ See note 2.

¹⁹ See note 3.

²⁰ See note 4.

²¹ Ibid. The unrounded calculation of the earnings ratio for women compared to men in 2017 is 80.499 cents, not a statistically significant different from 2016 (earnings ratio between women and men was 80.47)

²² See note 2.

²³ See note 3.

²⁴ See note 4.

The National Partnership for Women & Families is a nonprofit, nonpartisan advocacy group dedicated to promoting fairness in the workplace, reproductive health and rights, access to quality, affordable health care and policies that help all people meet the dual demands of work and family. More information is available at NationalPartnership.org.

© 2019 National Partnership for Women & Families. All rights reserved.

Fact Sheet



IWPR #C464

March 2018

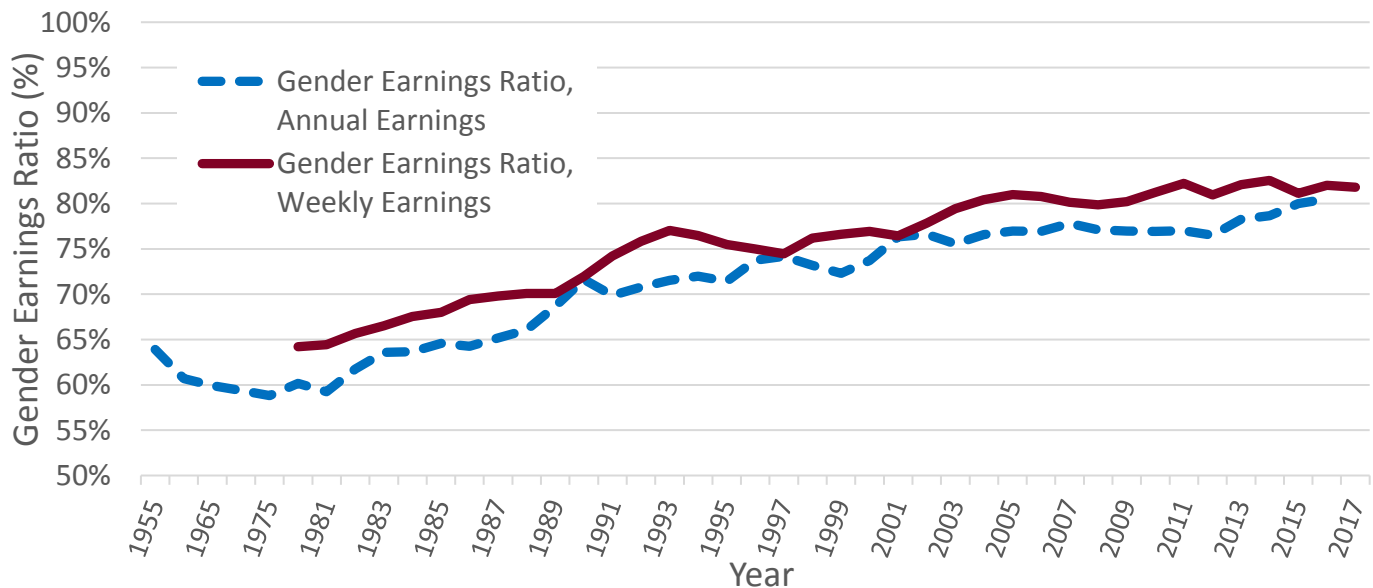
The Gender Wage Gap: 2017 Earnings Differences by Race and Ethnicity

The gender wage gap in weekly earnings for full-time workers in the United States did not improve between 2016 and 2017. In 2017, the ratio of women's to men's median weekly full-time earnings was 81.8 percent, a decrease of 0.1 percentage points since 2016, when the ratio was 81.9 percent, leaving a wage gap of 18.2 percentage points, nearly the same as the 18.1 percentage points in 2016. Women's median weekly earnings for full-time work were \$770 in 2017 compared with \$941 for men. Adjusting for inflation, women's and men's earnings increased by the same amount, 0.7 percent, since 2016.¹

Another measure of the wage gap, the ratio of women's and men's median annual earnings for full-time, year-round workers, was 80.5 percent in 2016 (data for 2017 are not yet available). An earnings ratio of 80.5 percent means that the gender wage gap for full-time, year-round workers is 19.5 percent.

The gender earnings ratio for full-time, year-round workers, which includes self-employed workers, tends to be slightly lower than the ratio for weekly earnings (which excludes the self-employed and earnings from annual bonuses, and includes full-time workers who work only part of the year). Both earnings ratios are for full-time workers only; if part-time workers were included, the ratios of women's to men's earnings would be even lower, as women are more likely than men to work reduced schedules, often in order to manage childrearing and other caregiving work.

Figure 1: The Gender Earnings Ratio, 1955-2017, Full-Time Workers



Notes: See Table 2

Since 1980, when weekly earnings data were first collected, the weekly gender earnings ratio has risen from just 64.2 percent to 81.8 percent now. Most of the progress towards gender equality took place in the 1980s and 1990s. In the past ten years (2008 to 2017), the weekly gender wage gap narrowed by just 2.0 percentage points, compared with 3.9 percentage points in the previous ten years (1998 to 2007), and with 4.4 percentage points in the ten years prior to that (1988 to 1997). Progress in closing the gender earnings gap based on median annual earnings has also slowed considerably. If the pace of change in the annual earnings ratio were to continue at the same rate as it has since 1985, it would take until 2059 for women and men to reach earnings parity.²

Earnings Differences by Gender, Race and Ethnicity

Women of all major racial and ethnic groups earn less than men of the same group, and also earn less than White men, as illustrated by Table 1. Hispanic workers have lower median weekly earnings than White, Black, and Asian workers. Hispanic women’s median weekly earnings in 2017 were \$603 per week of full-time work, only 62.2 percent of White men’s median weekly earnings, but 87.4 percent of the median weekly earnings of Hispanic men (because Hispanic men also have low earnings). The median weekly earnings of Black women were \$657, only 67.7 percent of White men’s earnings, but 92.5 percent of Black men’s median weekly earnings (Table 1). Primarily because of higher rates of educational attainment for both genders, Asian workers have higher median weekly earnings than White, Black or Hispanic workers (the highest of any group shown in Table 1). Asian women’s earnings are 93.0 percent of White men’s earnings, but only 74.8 percent of Asian men’s earnings. White women earn 81.9 percent of what White men earn, very close to the ratio for all women to all men, because White workers remain the largest group in the labor force.

Women and men of the largest racial and ethnic groups, besides Asian women and men, saw increases in median weekly earnings between 2016 and 2017.³ White women’s real earnings increased by 1.6 percent, Hispanic women’s by 0.8 percent, and Black women’s by 0.4 percent. Asian women saw a decrease in median weekly earnings of 2.0 percent. Asian, Hispanic, and White men’s earnings increased (by 2.7 percent, 1.9 percent, and 0.9 percent, respectively), while Black men’s earnings fell by 3.2 percent. Earnings for a full-time week of work leave Hispanic women well below, and Hispanic men and Black women not much above, the qualifying income threshold for receipt of food stamps of \$615 per week for a family of four.⁴

Table 1: Median Weekly Earnings and Gender Earnings Ratio for Full-Time Workers, 16 Years and Older by Race/Ethnic Background, 2016 and 2017

Racial/ Ethnic Background	2017				2016 (in 2017 dollars)			
	Women	Men	Female Earnings as % of Male Earnings of Same Group	Female Earnings as % of White Male Earnings	Women	Men	Female Earnings as % of Male Earnings of Same Group	Female Earnings as % of White Male Earnings
All Races/ Ethnicities	\$770	\$941	81.8%	N/A	\$765	\$934	81.9%	N/A
White	\$795	\$971	81.9%	81.9%	\$782	\$962	81.3%	81.3%
Black	\$657	\$710	92.5%	67.7%	\$655	\$733	89.3%	68.0%
Hispanic	\$603	\$690	87.4%	62.1%	\$598	\$677	88.4%	62.2%
Asian	\$903	\$1,207	74.8%	93.0%	\$921	\$1,176	78.4%	95.8%

Notes: Hispanic workers may be of any race. White, Black, and Asian workers include Hispanics. Annual average of median weekly earnings.

Source: U.S. Bureau of Labor Statistics, *Median weekly earnings of full-time wage and salary workers by selected characteristics, Annual Averages* <<http://www.bls.gov/cps/cpsaat37.pdf>> (retrieved March 2018).

Women’s lower earnings are due to a number of factors, including lower earnings in occupations done mainly by women; lack of paid family leave and subsidized child care; and discrimination in compensation, recruitment, and hiring.⁵ Measures to improve the quality of jobs held mainly by women, tackle occupational segregation, enforce equal pay and employment opportunities, and improve work family benefits for all workers, will help the incomes of women and their families grow and strengthen the economy.⁶

Table 2: The Gender Wage Ratio and Real Earnings, 1955-2017, Full-Time Workers

Year	Median Annual Earnings (2017 dollars)			Median Usual Weekly Earnings (2017 dollars)		
	Full-time, Year-Round Workers			Full-time Weekly Workers		
	Women	Men	Female-to-male earnings ratio (%)	Women	Men	Female-to-male earnings ratio (%)
1955			63.9%			
1960	\$23,599	\$38,895	60.7%			
1965	\$26,059	\$43,486	59.9%			
1970	\$29,998	\$50,529	59.4%			
1975	\$31,097	\$52,869	58.8%			
1980	\$31,725	\$52,734	60.2%	\$568	\$885	64.2%
1985	\$33,955	\$52,584	64.6%	\$602	\$885	68.0%
1986	\$34,650	\$53,913	64.3%	\$621	\$895	69.4%
1987	\$34,919	\$53,575	65.2%	\$625	\$896	69.8%
1988	\$35,067	\$53,093	66.0%	\$626	\$893	70.1%
1989	\$35,838	\$52,186	68.7%	\$626	\$893	70.1%
1990	\$36,070	\$50,366	71.6%	\$629	\$875	72.0%
1991	\$36,087	\$51,658	69.9%	\$642	\$865	74.2%
1992	\$36,603	\$51,710	70.8%	\$650	\$858	75.8%
1993	\$36,341	\$50,812	71.5%	\$657	\$852	77.0%
1994	\$36,347	\$50,504	72.0%	\$654	\$855	76.5%
1995	\$35,959	\$50,343	71.4%	\$648	\$859	75.5%
1996	\$36,899	\$50,024	73.8%	\$650	\$867	75.0%
1997	\$38,042	\$51,297	74.2%	\$657	\$882	74.5%
1998	\$38,871	\$53,123	73.2%	\$684	\$898	76.2%
1999	\$38,729	\$53,556	72.3%	\$697	\$909	76.6%
2000	\$39,089	\$53,024	73.7%	\$702	\$912	76.9%
2001	\$40,450	\$52,993	76.3%	\$709	\$928	76.4%
2002	\$41,153	\$53,724	76.6%	\$721	\$926	77.8%
2003	\$40,949	\$54,202	75.5%	\$736	\$926	79.4%
2004	\$40,541	\$52,942	76.6%	\$744	\$925	80.4%
2005	\$39,988	\$51,948	77.0%	\$735	\$907	81.0%
2006	\$39,531	\$51,380	76.9%	\$729	\$903	80.8%
2007	\$41,499	\$53,335	77.8%	\$726	\$906	80.1%
2008	\$40,697	\$52,791	77.1%	\$726	\$909	79.9%
2009	\$41,448	\$53,843	77.0%	\$750	\$936	80.2%
2010	\$41,474	\$53,912	76.9%	\$752	\$926	81.3%
2011	\$40,457	\$52,537	77.0%	\$745	\$906	82.2%
2012	\$40,347	\$52,740	76.5%	\$738	\$911	80.9%
2013	\$41,207	\$52,653	78.3%	\$743	\$905	82.1%
2014	\$41,024	\$52,167	78.6%	\$744	\$902	82.5%
2015	\$42,135	\$52,963	79.6%	\$751	\$926	81.1%
2016	\$42,439	\$52,740	80.5%	\$765	\$934	81.9%
2017				\$770	\$941	81.8%

Notes for Figure 1 and Table 2: Annual earnings data include self-employed workers; weekly data are for wage and salary workers only and are not restricted to full-year workers. Annual earnings are for people 15 years old and older beginning in 1980 and people 14 years old and older for previous years. Before 1989, annual earnings are for civilian workers only. Weekly earnings are for full-time workers aged 16 and older. The annual average of weekly median earnings is usually released in February by the U.S. Bureau of Labor Statistics. Annual median earnings data are typically released in late summer or early fall by the U.S. Census Bureau. Both data series are derived from the Current Population Survey (CPS). Adjustments for data from earlier years to 2017 dollars are computed on the basis of the Consumer Price Index Research Series (CPI-U) published by the U.S. Bureau of Labor Statistics. (U.S. Bureau of Labor Statistics <<https://www.bls.gov/cpi/tables/supplemental-files/historical-cpi-u-201801.pdf>> (accessed March 2018). The 2014 CPS ASEC, the portion of the CPS that is used to generate the annual earnings figures, included redesigned income questions. Estimates presented for 2013 are based on the portion of the 2014 CPS ASEC sample which received the income questions consistent with the 2014 CPS ASEC; see DeNavas-Walt and Proctor (2015) for an explanation of methodology. The newer income questions in the 2014 CPS ASEC measure a slightly wider gender gap, a female-to-male earnings ratio of 77.6 percent, compared to the previous questions (78.3 percent); therefore, the estimates presented for 2013 here differ from those shown in IWPR #C423 and IWPR #C430. Earnings data for 1981-1984 are available upon request.

Sources for Figure 1 and Tables 1 and 2: Annual data: 1955: Francine D. Blau and Marianne A. Ferber, *The Economics of Women, Men, and Work*, 2nd ed. (Englewood Cliffs, NJ: Prentice-Hall, 1992); U.S. Census Bureau, *Income and Poverty in the United States: 2016 Table A-4* <<https://www.census.gov/content/dam/Census/library/publications/2017/demo/P60-259.pdf>> (accessed March 2018) Weekly data: 1980-2016: from U.S. Bureau of Labor Statistics, *Median weekly earnings of full-time wage and salary workers by selected characteristics, Annual Averages* <<http://www.bls.gov/cps/cpsaat37.pdf>> (retrieved March 2018).

Notes

1. 2016 earnings were converted into 2017 dollars using the Consumer Price Index Series (CPI-U), U.S. Bureau of Labor Statistics <<https://www.bls.gov/cpi/tables/supplemental-files/historical-cpi-u-201801.pdf>> (accessed March 2018).
2. Institute for Women's Policy Research. November 2017. "Women's Median Earnings as a Percent of Men's, 1985-2016 (Full-time, Year-Round Workers) with Projection for Pay Equity, by Race/Ethnicity." IWPR Quick Figures #Q066 <<https://iwpr.org/publications/womens-median-earnings-1985-2016/>> (accessed March 2018).
3. According to data provided by the U.S. Bureau of Labor Statistics, changes in earnings between 2016 and 2017 were statistically significant for White women and men; for other groups, with smaller survey sample sizes, 2017 earnings were within the margin of error compared to 2016 data.
4. To qualify for food stamps, the income of a household of four must be at or below 130 percent of the federal poverty level; in 2016/17 this earning threshold was \$2,665 per month, corresponding to \$615 per week (USDA Food and Nutrition Service. 2017. *Supplemental Nutrition Assistance Program (SNAP)*. On the internet at <<http://www.fns.usda.gov/snap/eligibility>> (accessed March 2018).
5. Blau, Francine D. and Lawrence Kahn. 2016. "The Gender Wage Gap: Extent, Trends, and Explanations" NBER Working Paper No. 21913. <<http://www.nber.org/papers/w21913>> (accessed March 2018).
6. Council for Economic Advisors. 2015. "Gender Pay Gap: Recent Trends and Explanations." Issue Brief. The White House <https://www.whitehouse.gov/sites/default/files/docs/equal_pay_issue_brief_final.pdf> (accessed March 2016); Institute for Women's Policy Research. February 2016. "The Economic Impact of Equal Pay by State." IWPR #R468 <<http://www.iwpr.org/publications/pubs/the-economic-impact-of-equal-pay-by-state>> (accessed March 2018).

This fact sheet was prepared by Ariane Hegewisch and Emma Williams-Baron at the Institute for Women's Policy Research. Financial support was provided by the Annie. E. Casey Foundation and the Ford Foundation.

For more information on IWPR reports, please visit www.iwpr.org.

The Institute for Women's Policy Research (IWPR) conducts and communicates research to inspire public dialogue, shape policy, and improve the lives and opportunities of women of diverse backgrounds, circumstances, and experiences. The Institute's research strives to give voice to the needs of women from diverse ethnic and racial backgrounds across the income spectrum and to ensure that their perspectives enter the public debate on ending discrimination and inequality, improving opportunity, and increasing economic security for women and families. The Institute works with policymakers, scholars, and public interest groups to design, execute, and disseminate research and to build a diverse network of individuals and organizations that conduct and use women-oriented policy research. IWPR's work is supported by foundation grants, government grants and contracts, donations from individuals, and contributions from organizations and corporations. IWPR is a 501(c)(3) tax-exempt organization that also works in affiliation with the Program on Gender Analysis in Economics at American University.

The Salary History Ban: Your Guide to Dealing with This Dreaded Interview Question

 gusto.com/framework/hr/salary-history-ban

November 19, 2017

It's the interview question that makes millions of employers and candidates shudder. No, it isn't about experience, references, or culture fit... not even about career growth expectations. It's about (eek!) salary history.

Not the easiest thing to ask for, right? But employers rely on it as a way of understanding the market rate for specific roles and gauging an applicant's skill level. It's important to remember that there's lots of baggage that goes along with asking for someone's salary history—baggage that affects both the candidate and employer.

Here we'll cover best practices for making sure your company complies with the new salary history laws, including an overview of where it's active so you can see if it applies to you in the first place.

Let's break it down.

What is the salary history ban?

Imagine you're conducting a job interview. It's going great, and you want to shift the conversation toward salary negotiations. Several things are running through your mind, like keeping the candidate excited about the role and staying within budget. So you hold your breath and ask the dreaded question: "How much are you currently being paid?"

Here's the dilemma. If the candidate answers the question, they could risk anchoring their future compensation to their current salary—whether or not they're being paid appropriately. Or if they refuse to answer, there's a chance you may assume they make less than they actually do or even find them uncooperative.

In a survey of over 15,000 respondents, PayScale found that women who didn't offer up their salary history were paid 1.8 percent less than women who did. On the flip side, men who didn't reveal their previous salary were paid 1.2 percent more. This double standard between men and women may be the result of gender bias, according to PayScale. Clearly, something isn't working.

The proposed solution? Ban the question altogether.

The salary history ban **makes it illegal for employers to ask candidates how they are currently or were formerly compensated at work.** What qualifies as "compensation" is different for every state and city (we'll cover that part soon).

Why it's being rolled out

Gender pay inequality continues to be a problem in the United States. A Glassdoor study showed that women still earn 76 cents to the dollar men earn.

The salary history ban is trying to tackle one part of the problem: **to prevent current or previous pay inequality from following a person throughout their career.** Determining a candidate's compensation based on their salary history can perpetuate existing wage inequalities that are the result of gender bias or discrimination. So, some think it's best to take salary history out of the equation altogether.

Where the salary history ban currently exists

Remember that this isn't a nationwide ban. Below are some of the cities and states that have enacted the salary history ban so far:

- **California:** As of Jan. 1st, 2018, employers can't ask for an applicant's compensation history, either in writing or verbally. Compensation includes both salary and benefits. If reasonably requested, employers need to also provide a pay scale for the position in question.
- **Delaware:** Since Dec. 14th, 2017, employers haven't been allowed to ask for an applicant's compensation history until after a job offer has been made and accepted by the applicant. Compensation is defined as monetary wages, benefits, and other methods people get paid.
- **Massachusetts:** As of July 1st, 2018, employers can't screen applicants based on compensation history or ask for it. Compensation includes benefits, salary, and other types of payment. Employers are also banned from getting the information from the applicant's current or former employer until after an offer has been officially accepted. Instead, employers have to publish salary ranges based on qualifications and skills related to the role.
- **New Orleans:** As of January 2017, city agencies aren't allowed to dig around for applicants' pay histories.
- **New York City:** As of October 31st, 2017, employers are barred from asking or searching for an applicant's compensation history. This includes wages, benefits, and other forms of compensation.
- **Oregon:** As of January 1st, 2019, employers can't ask for compensation history or screen applicants based on it. Compensation includes wages, salary, bonuses, benefits, fringe benefits, and equity-based payment. If a company violates this law, employees are owed unpaid wages.
- **Philadelphia:** Despite being the first U.S. city to pass such a law, the bill is temporarily on hold because of a lawsuit filed by a local business. Therefore, it's not currently enforced.
- **Pittsburgh:** As of March 2017, city agencies cannot ask applicants for their pay

histories.

- **Puerto Rico: As of March 2017, employers can't ask about an applicant's compensation history *unless* the applicant offers the information on their own, or a job offer has been offered and accepted by the candidate.**
- **San Francisco: As of July 1st, 2018, employers can't ask applicants—contractors and subcontractors included—for their compensation history. Employers also can't disclose a current or former employee's salary history without that person's explicit permission.**

So what does this mean for you?

If your business isn't located in any of the cities or states above, you're in the clear (as of December 2017). If it does, there are a couple actions you should take.

- **First, review your hiring process.** At no point should you require an applicant to disclose their salary history in writing or in an interview. Also, make sure related sections aren't lurking in any internal hiring documents, like interview question templates or reference emails. Lastly, don't rely on an applicant's salary history, even if voluntarily disclosed, when determining whether or not to extend a job offer.
- **(Re)train your staff on the new law.** Make sure your team is aligned on new hiring requirements and which questions are and are not appropriate. Double-check the statutes under *your* state or city's law and ingrain it in your team.
- **Refrain from releasing salary information for past employees. Don't release a former employee's salary history without written authorization from that employee. There may be some exceptions to this rule, such as when salaries are publicly available or part of a collective bargaining agreement. Check your local and state laws to see what exceptions may apply.**

A shift in mindset

Salary negotiations are uncomfortable for everyone involved, and gaining the candidate's trust throughout the process is key to setting them up to be a rock star on your team. The good part? Simple language tweaks can easily achieve this.

For example, instead of asking for salary history, tell the candidate outright what the salary range is for the role, and then see if they want to continue the conversation. Keep in mind that the gender pay gap can still rear its ugly head even if people know the average salary range for the role, found a study from Hired. On average, women tend to ask for less than men, regardless of their experience.

The takeaway? Someone's salary history should never affect their compensation in future roles. Before you ever bring your candidate into the office, research compensation standards for the role you'd like to fill and consider their skills, background, and education to determine a final offer. Take this data-driven approach and be fair and transparent; you're bound to gain your candidate's trust throughout this nerve-wracking (and exciting!) process.

About Tiffany Durinski

Tiffany Durinski is a content marketer, writer, and explorer of the world. Her mission is to get people fired up about technology through captivating storytelling.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Ashiya Myers, Assistant to the County Administrator
Department: Administrator
Date Prepared: April 09, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 09, 2019
Budget Review	James Hayes via email	Date:	April 09, 2019
Finance Review	Stacey Hamm via email	Date:	April 09, 2019
Other Review:	Brittney Hoyle-Terry, Risk Manager, via email	Date:	April 09, 2019
Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	United Way Lease Agreement Renewal - 2000 Hampton St		

Recommended Action:

Staff recommends renewing the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Motion Requested:

I move to accept staff’s recommendation to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Request for Council Reconsideration: Yes

Fiscal Impact:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic.

Motion of Origin:

n/a

Council Member	
Meeting	
Date	

Discussion:

The lease agreement entered on July 28, 2015 expires this year. The term of the agreement is one year from its date of execution and is automatically renewed for four consecutive one year terms unless either party provides a ninety (90) day written notice prior to the expiration of any term.

Risk Management and the County Attorney's office have not identified any reason/cause to deny renewal of the lease.

Attachments:

1. Current Lease Agreement
2. Unexecuted Lease Agreement

B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term. The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Clinic and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Clinic may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Clinic employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South

Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

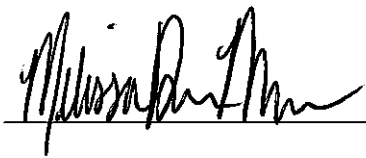
17. Miscellaneous Provisions.

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

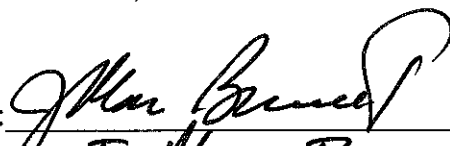
b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.


Witnesses as to Lessee:




**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

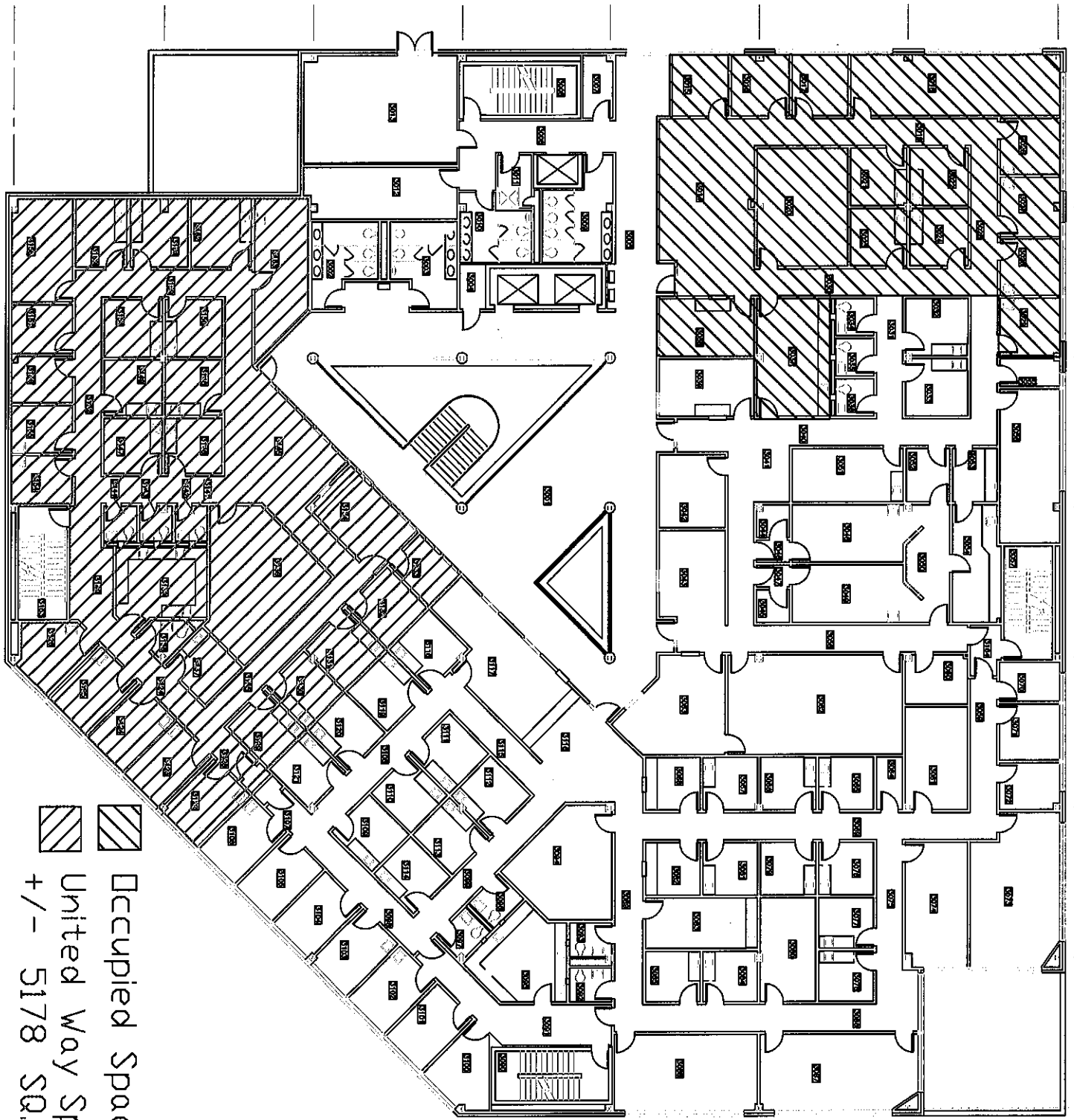
By: 
Name: J. Mac Bennett
Its: CEO

Witnesses as to Richland County:





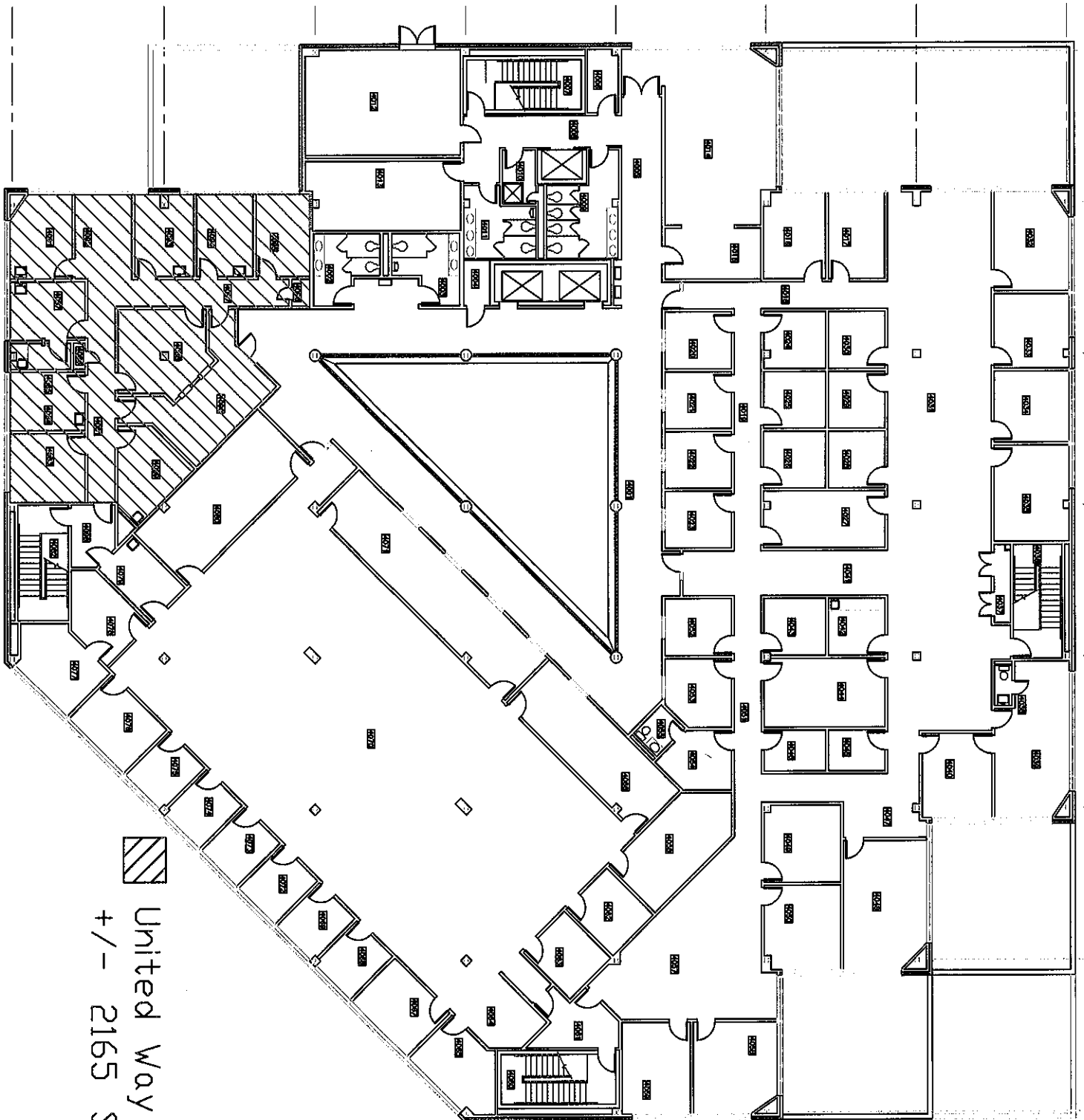
**RICHLAND COUNTY,
SOUTH CAROLINA**


By: 
Name: Torrey Rush
Its: County Council Chair



3rd Floor
Exhibit A

 Occupied Space
 United Way Space
 +/- 5178 SQ. FT




 United Way Space
 +/- 2165 SQ. FT

4th Floor Exhibit B

STATE OF SOUTH CAROLINA) FIRST EXTENSION OF THE LEASE AGREEMENT
) **(2000 Hampton Street – 3rd and 4th Floor)**
 COUNTY OF RICHLAND) (Community Partners of the Midlands, LLC, a
 corporation of the United Way of the Midlands)

This First Extension of the Lease Agreement (“Extension”) entered into on this the _____ day of _____, 2019, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement dated July 28, 2015, with expires in 2019, for the same Leased Premises; and

WHEREAS, the County and Lessee desire to continue the lease upon the same terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. The parties mutually agree that the term of the Lease Agreement shall be extended for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions of the Lease Agreement. This Extension shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

2. In all other respects, the Lease Agreement shall remain in full force and effect.

3. This Extension 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.

4. This Extension and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: Paul Livingston

Its: County Council Chair



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Donny Phipps, Division Manager
Department: Community Planning and Development
Date Prepared: March 07, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	March 07, 2019
Budget Review	James Hayes via email	Date:	March 07, 2019
Finance Review	Stacey Hamm via email	Date:	March 07, 2019
Other Review:	Clayton Voignier, Director	Date:	April 11, 2019
Approved for Council consideration:	Assistant County Administrator	Ashley Powell, AIA	
Committee	Administration and Finance		
Subject:	Corley Construction, LLC Payment Authorization		

Recommended Action:

Staff recommends authorizing payment of \$29,456.15 to Corley Construction, LLC for completed demolition work to prevent contractual late fees.

Motion Requested:

I move to approve staff’s recommendation to authorize payment of \$29,456.15 to Corley Construction, LLC for completed demolition work to prevent contractual late fees.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds are available within the department’s budget.

Motion of Origin:

N/A

Council Member	
Meeting	
Date	

Discussion:

Richland County contracted Corley Construction, LLC to complete 17 demolitions this fiscal year. They have completed all 17 of those demolitions, but the associated costs thereof total \$106,882.20, \$29,456.15 of which is outstanding. Payment of the outstanding amount requires Council approval per the County’s Procurement Policy because the total costs exceed \$100,000. If the County fails to make payment for the outstanding amount by April 30, the County must pay an additional 1.5% of the total costs, which equates to \$1,603.23, according to the County’s contract with Corley Construction, LLC.



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Jennifer Wladischkin
Department: Procurement
Date Prepared: April 03, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 05, 2019
Budget Review	James Hayes via email	Date:	April 10, 2019
Finance Review	Stacey Hamm via email	Date:	April 10, 2019
Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	Mountainbrook Ditch Stabilization Project		

Recommended Action:

Staff recommends Council approve award for the Mountainbrook Ditch Stabilization Project.

Motion Requested:

I move to accept staff’s recommendation to approve the award of the Mountainbrook Ditch Stabilization Project and forward to full Council.

Request for Council Reconsideration: Yes

Fiscal Impact:

The estimated cost of this project is \$668,930.12. The Stormwater Division is including a contingency of \$61,713.12, for a total project cost of \$730,643.24. Funding is available in the Stormwater Drainage projects budget.

Motion of Origin:

N/A

Council Member	
Meeting	
Date	

Discussion:

The Mountainbrook ditch has suffered significant erosion due to high velocity flows for several years. In some locations, the ditch is at a 1:1 side slope, which creates a steep drop-off that could be considered a safety concern. There is also an exposed sanitary sewer line due to the erosion. All easements and temporary construction permission have been obtained.

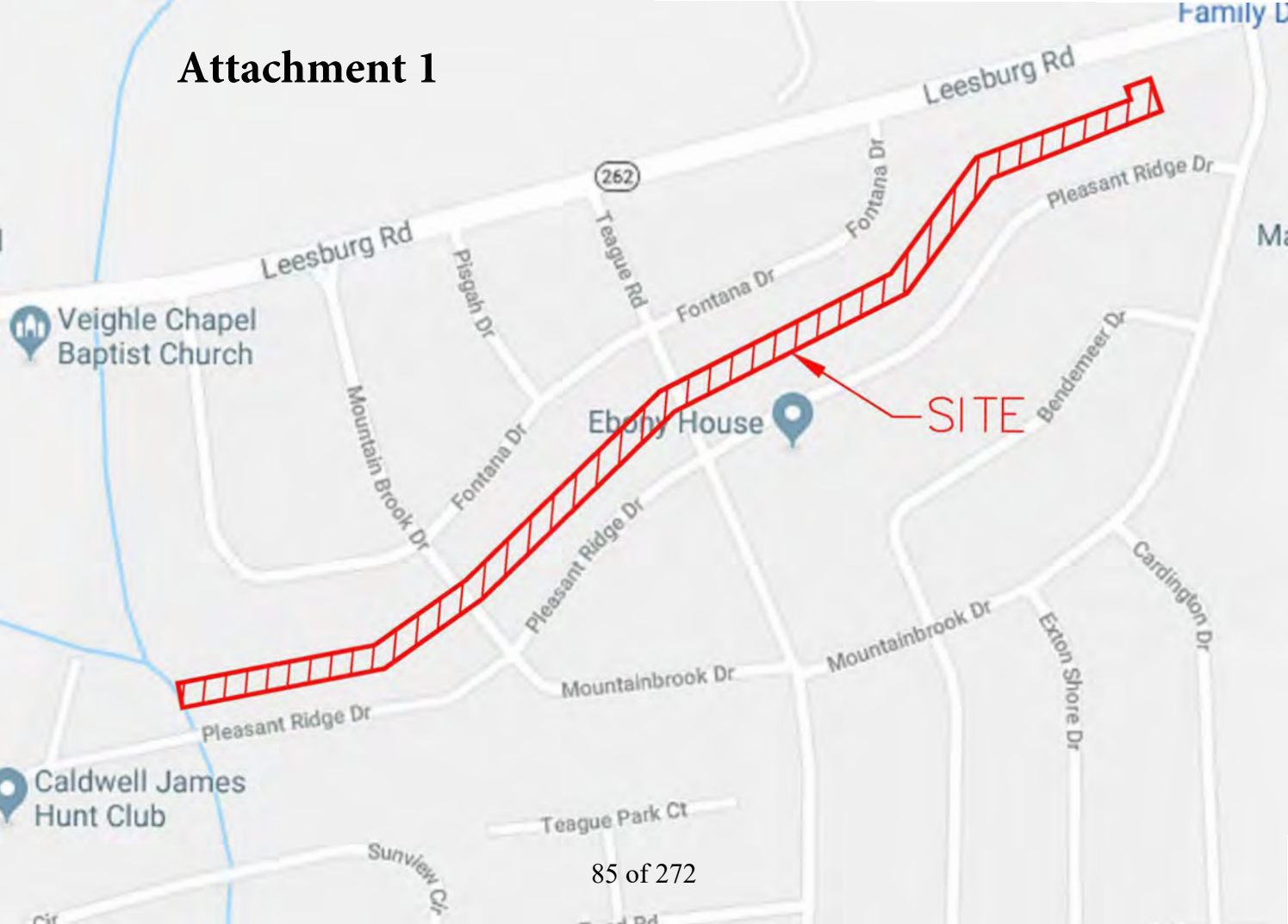
The purpose of the Mountainbrook Ditch Stabilization project is to stabilize approximately 1,841 feet of ditch that has a significant amount of bank erosion using Filtrex[®] Bank Stabilization, a vegetated soft block[™] system designed to stabilize banks and handle high velocity flows of water. The project area will extend from the upstream beginning of the ditch near Leesburg Road (SC-262) and continue through to the confluence with Mill Creek near Pleasant Ridge Drive (S-2257). The channel flows through the rear of several residential properties and culverts at Teague Road (S-1223) and Mountainbrook Drive (S-2256). The Stormwater Management Division and the Roads and Drainage Division currently provide maintenance to the ditch in the form of spraying and cutting to reduce vegetation growth.

4D Engineering designed the stabilization project. Request for Bid RC-146-B-2019 was issued on February 07, 2019 and opened on March 12, 2019. Four bids were received, and Clear Water Consultants was the lowest, responsive, responsible bidder. Clear Water Consultants is based in Georgia and is a Filtrex[®] Certified Contractor.

Attachments:

1. Site Map
2. Bid Tabulation Sheet
3. Bid Evaluation
4. Engineer Recommendation


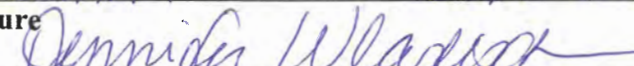
Attachment 1



Attachment 2

Solicitation/Quote Number: RC-146-B-2019	Date Issued: 2-7-2019	Due Date: 3-12-2019 Time Due: 2:00	PAGE <u>1</u> OF <u>1</u>
Department: Public Works / Stormwater	Requisition#	Buyer: Toya Thomson	Number of Addendum(s) Issued: 2
Representative: Cynthia Kestner	Purchase Order Number:	Bid Bond %	Apparent Low Bidder:

Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor:	Vendor:	Vendor:	Vendor:
	Mountain Brook			Shady Grove \$786,769.00	Stutts-Williams \$833,988.00	CleanWater \$668,930.12	L-J Inc \$881,579.00
	Ditch Stabilization						
	TOTAL						
Name & Title of Certifying Official:				Name & Title of Assistant:			
Toya Thomson Buyer				Jennifer Wladischkin			
Signature				Signature			
							
Date				Date			
3-12-19				3/12/19			

Richard County Procurement Dept
19 MAR 12 12:00

Attachment 3

Mountainbrook Ditch Stabilization
 Project #18007
 Date: 3/15/19



Company	Bid Form	Bid Bond	Bidder Checklist	Certificate of Familiarity	Listing of Subcontractors	Small Local Business Enterprise (SLBE) Participation Sheet	Affidavit (owner of company)	Declaration	Drug Free Workplace Certification	Commercial Nondiscrimination Certification	Acknowledged Addendum #1	Acknowledged Addendum #2	Bid Price
Shady Grove Construction, LLC	X	X	X	X	X	X	X	X	X	X	X	X	\$ 786,769.00
Stutts & Williams, LLC	X	X	X	X	X	X	X	X	X	X	X	X	\$ 833,988.00
Clean Water Consultants, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	\$ 668,930.12
L-J Inc.	X	X	X		X	X	X	X	X	X	X	X	\$ 881,577.00

Attachment 4

4D ENGINEERING

March 20, 2019

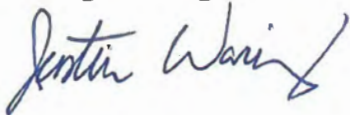
Ms. Toya Thomson
Buyer
Richland County Government
Procurement Division
2020 Hampton Street
Columbia, SC 29204

Re: Mountainbrook Ditch Stabilization Project – Award of Contract

Dear Ms. Thomson:

After review of the bid packages received from the four bidders on the project, we have concluded that Clean Water Consultants, Inc. is the lowest qualified bidder with a bid of Six Hundred Sixty Eight Thousand Nine Hundred Thirty Dollars and 12 Cents (\$668,930.12) and therefore we recommend them for the award of contract for the Mountainbrook Ditch Stabilization Project. We recommend that a contingency of 10% be included in the funding for the project, which is an amount of \$66,893.01, for a total funding amount of **\$735,823.13**. Please let us know if you have any questions or need any additional information regarding this project.

Respectfully,
4D Engineering



Justin Waring, PE
Project Manager

Richland County Procurement Dept

'19 MAR 20 PM2:48

87

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: April 12, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 16, 2019
Budget Review	James Hayes via email	Date:	April 16, 2019
Finance Review	Stacy Hamm via email	Date:	April 16, 2019
Other Review:		Date:	
Approved for Council consideration:		Assistant County Administrator	Ashley Powell, AIA
Committee	Administration and Finance		
Subject:	Award for Mobile Home Park Demolition – Percival Road		

Recommended Action:

Staff recommends to award Carolina Wrecking for their bid of \$244,900 for the demolition of the mobile home park project located at 2311 Percival Road.

Motion Requested:

I move to accept staff’s recommendation to award Carolina Wrecking for their bid of \$244,900 for the demolition of the mobile home park located at 2311 Percival Road.

Request for Council Reconsideration: X Yes

Fiscal Impact:

Funds are available in the Construction line (5322) and Housing Revitalization line (5267) in the CDBG FY18-19 Grant for the bid amount of \$244,900.

Motion of Origin:

N/A

Council Member	
Meeting	
Date	

Discussion:

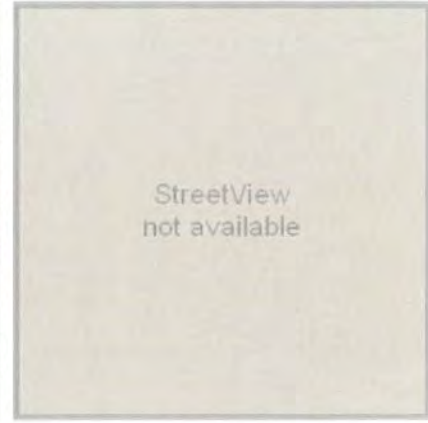
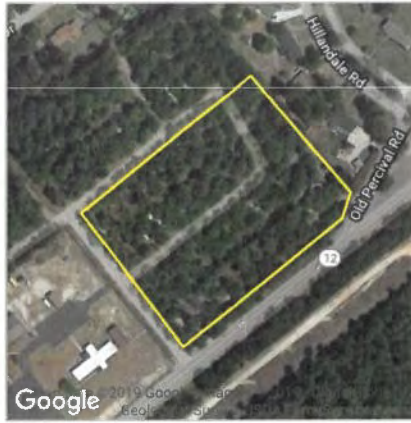
Richland County issued a Request for (RFB) Solicitation #: RC-167-B-2019 for Demolition-In-Place services of the mobile home park located at 2311 Percival Road, Columbia, SC, 29223, Northeast Richland County, Tax Map #R19711-06-14 and Tax Map #R19711-06-15. The two parcels comprise a total of 10.2 acres and contain sixty-four (64) confirmed mobile homes, nine (9) sheds and one commercial building. The entire project, including each building, its contents, and debris piles on site, is deemed asbestos contaminated, and asbestos abatement and debris removal services are needed. The Demolition-In-Place services shall include excavation of any footing and foundations and removal of all demolition debris from the demolition site. No material of any type will be allowed to remain at this site following the Demolition-In-Place services. The project was approved by County Council at the July 10, 2018 Council Meeting under the Community Development's Annual Action Plan. Carolina Wrecking responded to the solicitation with a bid of \$244,900, and Procurement determined the vendor to be the lowest, responsive, and responsible bidder.

Attachments:

1. TMS #R19711-06-14 and Tax Map #R19711-06-15
2. Tabulation Sheet and Procurement Solicitation #: RC-167-B-2019
3. July 10, 2018 Council Minutes

2311 PERCIVAL RD | R19711-06-14

Print



Address

Address	2311 PERCIVAL RD
Municipality	Unincorporated
School District	Richland School District 2
Garbage Coll. Day	Monday
Recycling Coll. Day	Friday EOW-A
Yard Trash Coll. Day	Wednesday
Latitude	0.00000
Longitude	0.00000
Elevation	321 ft

Property

TMS	R19711-06-14
Owner	POWELL NANCY EDGE ETAL
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	2ER
Land Value	\$225,000
Building Value	\$0
Taxable Value	\$340,400
Market Value	\$340,400
Last Sale	\$0 (01/02/1998)
Zoning	RM-HD
Secondary Zoning	
Owner Occupied	No

Political

Voting Precinct	Woodfield
Voting Location	Richland Northeast High
County Council Dist.	10
County Council Rep.	Dalhi Myers
SC Senate Dist.	22
SC Senate Rep.	Mia S. McLeod
SC House Dist.	78
SC House Rep.	Beth E. Bernstein
County Magistrate Dist.	DENTSVILLE
County Magistrate	JUDGE PHIL NEWSOM
Congressional Dist.	2
Congressional Rep.	Joe Wilson
Sheriff Region	2

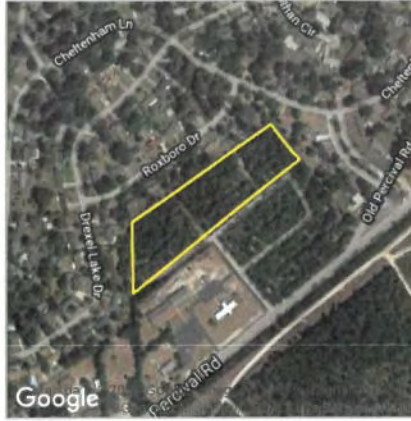
Census

Year	2010	2000	1990
Avg Hshld Income	\$42,750	\$49,917	\$31,058
Avg Home Value	\$110,500	\$95,800	\$76,100
Pop. Density (/sqmi)	1,330	3,040	2,079

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

2311 PERCIVAL RD | R19711-06-15

Print



Address

Address	2311 PERCIVAL RD
Municipality	Unincorporated
School District	Richland School District 2
Garbage Coll. Day	Monday
Recycling Coll. Day	Friday EOW-A
Yard Trash Coll. Day	Wednesday
Latitude	34.05887
Longitude	-80.91622
Elevation	331 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$42,750	\$49,917	\$31,058
Avg Home Value	\$110,500	\$95,800	\$76,100
Pop. Density (/sqmi)	1,330	3,040	2,079

Property

TMS	R19711-06-15
Owner	POWELL NANCY EDGE ETAL
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	2ER
Land Value	\$112,300
Building Value	\$0
Taxable Value	\$181,800
Market Value	\$181,800
Last Sale	\$0 (01/02/1998)
Zoning	RM-HD
Secondary Zoning	
Owner Occupied	No

Political

Voting Precinct	Woodfield
Voting Location	Richland Northeast High
County Council Dist.	10
County Council Rep.	Dalhi Myers
SC Senate Dist.	22
SC Senate Rep.	Mia S. McLeod
SC House Dist.	78
SC House Rep.	Beth E. Bernstein
County Magistrate Dist.	DENTSVILLE
County Magistrate	JUDGE PHIL NEWSOM
Congressional Dist.	2
Congressional Rep.	Joe Wilson
Sheriff Region	2

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.



REQUEST FOR BID
RC-167-B-2019
Mobile Home Park Demolition


Authorized/Representative	Signature	Date
Jennifer Wladischkin, CPPM Procurement Manager		3/11/2019

Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	GENERAL CONDITIONS	10	NO
SECTION - C	SPECIAL CONDITIONS	4	NO
SECTION - D	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DECLARATION	1	YES
	DRUG FREE WORKPLACE	1	YES
	CERTIFICATE REGARDING LOBBYING	1	YES
	LISTING OF SUBCONTRACTORS	1	YES
	MINORITY/DISADVANTAGED BUSINESS PARTICIPATION SHEET	1	YES
	GOOD FAITH EFFORTS	1	YES
	COMMERCIAL NONDISCRIMINATION	1	YES
		NO RESPONSE FORM (<i>Return Only If Not Participating</i>)	1
SECTION - E	REQUIREMENTS (<i>provide responses</i>)	3	YES
SECTION - F	SCHEDULE	2	YES
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES
APPENDIX - 1	SAMPLE CONTRACT	7	NO
APPENDIX -- 2	SITE PHOTOS		NO
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) and date of each)				

Section - A

General Information

General Information

About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 390,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – B

General Conditions

ABBREVIATIONS

In this section of the Bid/Contract, it typically refers to national organizations and standard-setting bodies such as the National Electrical Manufacturers' Association, the National Fire Protection Association, etc.

Since these organizations are often abbreviated in the specifications, it helps to spell out in the Bid/Contract what each abbreviation stands for.

The following listed abbreviations may be found in the Contract Documents:

1. AASHO: American Association of State Highway Officials;
2. ACI: American Concrete Institute;
3. ACRMA: Air Conditioning and Refrigerating Machinery Association;
4. AISC: American Institute of Steel Construction;
5. API: American Petroleum Institute;
6. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers;
7. ASME: American Society of Mechanical Engineers
8. ASTM: American Society for Testing and Materials
9. AWMA: Aluminum Window Manufacturers' Association;
10. AWPA: American Wood Preservers Association;
11. AWPI: American Wood Preservers Institute;
12. AWS: American Welding Society;
13. AWWA: American Water Works Association;
14. BOCA: Building Officials Conference of America;
15. FIA: Factory Insurance Association;
16. IEEE: Institute of Electrical and Electronics Engineers;
17. FS: Federal Specification;
18. MSS: Manufacturers Standardization Society of the Valve and Fittings Industry;
19. NBS: National Bureau of Standards (Department of Commerce);
20. NEC: National Electric Code;
21. NEMA: National Electrical Manufacturers' Association;
22. NFPA: National Fire Protection Association;
23. SCCA: South Carolina Cement Association;
24. SPR: Simplified Practice Recommendation;
25. SSPC: Steel Structures Painting Council;
26. UL: Underwriters' Laboratories, Inc.;
27. USAS: USA Standard (designation of the USA Standards Institute)

Unless otherwise specifically provided, such abbreviations when used in connection with a standard, code, specification, or recommendation refer to the issue current as of the date of the specification or drawing containing such abbreviation.

ACCIDENTS

CONTRACTOR shall take all precautions necessary to protect the public against injury.

ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

ACTS, LAWS, AND REGULATIONS

CONSULTANT will comply with "all applicable federal, state and local acts, laws, and regulations" and at a minimum comply with the acts and standards listed below as they relate to architectural and engineering services provided under this Agreement:

- (a) Americans with Disabilities Act (ADA);
- (b) Clean Air Act (42 U.S.C. 7401-7671q) CONTRACTOR will

report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)

- (c) Community Development Block Grant Program;
- (d) Contract Work Hours and Safety Standards Act;
- (e) Davis – Bacon Wage Requirements (when required for federal grant projects)
- (f) Department of Health and Environmental Control (DHEC)
- (g) Disabled and Vietnam veteran employment;
- (h) Drug Free Workplace Act;
- (i) Eligibility for employment under United States Immigration laws;
- (j) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees.
- (k) Employment of the handicapped;
- (l) Employment of Workers with Disabilities;
- (m) Equal Employment Opportunity;
- (n) Environmental Protection Agency (EPA) regulations;
- (o) Fair Labor Standards (FLSA) Act;
- (p) Federal Labor Standards Provisions (Form 4010)
- (q) Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) CONTRACTOR will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)
- (r) Governmental price regulations/orders (as required by law, CONSULTANT will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.
- (s) Maximum hours and minimum wages
- (t) Miller Act
- (u) Nondiscrimination Because of Age;
- (v) Occupational Safety and Health Administration (OSHA), (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- (w) Prompt Payment 31 USC Chapter 39 and S.C. Code Ann §§ 29-6-10 through 29-6-60.
- (x) Statutes regarding qualification to do business;
- (y) Statutes prohibiting employment discrimination;
- (z) Walsh-Healey Public Contracts Act;
- (aa) 49 CFR PART 26 & 23 *DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM* and PART 21— *NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION—EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.*

AFFIRMATIVE ACTION

CONTRACTOR shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of

race, color, sex, religion, national origin and/or physical handicap

AMENDMENTS

All amendments to and interpretations of this Agreement shall be in writing. Any amendments or interpretations that are not in writing shall not be recognized by the County or its agents. It is the CONTRACTOR'S responsibility to acknowledge receipt of amendments either by signing and returning one (1) original of the amendment by letter.

ANTI-KICKBACK PROCEDURES

a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to any Prime CONTRACTOR, General CONTRACTOR employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person," as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"General Contractor" as used in this clause, means a person who has entered into a contract with the County.

"General Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime CONTRACTOR.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a General CONTRACTOR or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, means any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the Prime CONTRACTOR or a higher tier subcontractor.

b) The Anti-Kickback Act of 1986 (41U.S.C. 51-58) (the Act), prohibits any person from.

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General CONTRACTOR to the County or in the contract price charged by a subcontractor to a General CONTRACTOR or higher tier subcontractor.

c) (1) CONTRACTOR shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When CONTRACTOR has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, CONTRACTOR shall promptly report in writing the possible violation. Such reports shall be made to the Contracting Officer and the County Attorney.

(3) CONTRACTOR shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the County under the prime contract and/or

(ii) direct that the General Contractor/Vendor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the County unless the County has already offset those monies under subdivision (c) (i) of this clause. In either case, the General CONTRACTOR shall notify the Contracting Officer and the County Attorney when the monies are withheld.

(5) CONTRACTOR agrees to incorporate the substance of this clause, including paragraph (c) (5) but excepting paragraph (c) (1), in all subcontracts under this contract which exceed \$50,000.

ANTI-LOBBYING

The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended) states CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ASSIGNMENT OF CONTRACT

No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.

AUDIT AND RECORDS

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If CONTRACTOR has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of CONTRACTOR's records, including computations and projections, related to—

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) *Availability.* The CONTRACTOR shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified, CONTRACTOR Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(d) CONTRACTOR shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts.

CHANGES

All changes and claims shall be in writing. The parties have right to make changes by written change order, with contract price and the time for completion being adjusted accordingly; and with the mutual acceptance by both parties

COUNTY may order changes in the work, the Contract sum and time for completion may be adjusted accordingly. All such orders and adjustments must be in writing and subject to the terms and conditions of this Contract. Claims by the CONTRACTOR for extra cost and time for completion must be made in writing substantiated by specifications, scope of work and a proposal and must be approved by COUNTY before executing the work involved.

CLEANING

When applicable, CONTRACTOR shall, at own expense, at all times keep the Home Owner's property and premises free from accumulation of debris, waste material, and rubbish, and at the completion of the work, shall remove tools, equipment and all surplus materials, debris, waste material, and rubbish and shall leave the property and premises in a neat and clean condition. If CONTRACTOR does not attend to such cleaning immediately upon request, COUNTY shall have the right to have this work done by others and deduct the cost therefor from the payment due CONTRACTOR hereunder.

COMPLETE DOCUMENTS

Plans, Attachments, Addendums, Change Orders, Specifications, Scope of Service/Work, General Conditions, Special Conditions, Requirements and all Supplementary Documents, will be essential parts of agreed on Contract and requirements occurring in one are as binding as though occurring in all.

CONTRACT ADMINISTRATION

The Manager of Procurement/Contracting Officer shall have the authority to act on the behalf of the County to make binding decisions with respect to this Agreement. Questions or problems arising after award of this contract shall be directed to the Manager of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina, 29204-1002. This Agreement may be non-exclusive.

COVENANTS AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

DEFAULT

In case of default, the County reserves the right to purchase any or all items in open market, charging CONTRACTOR with any excessive costs. Should such charges be assessed, no subsequent Proposals of the defaulting CONTRACTOR shall be considered until the assessed charge has been satisfied.

DEFECTIVE WORK

No payment, in whole or in part, shall be deemed a waiver of any defect in materials or workmanship, and the COUNTY reserves the right to withhold payment pending inspection of the work performed by CONTRACTOR. Notwithstanding payment by COUNTY of the sums due hereunder or failure of the COUNTY to discover or reject defective material and workmanship, the CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the

contract. The provisions of this article apply to work done by subcontractors as well as work done by direct employees of CONTRACTOR.

DEFINITIONS

a) Richland County Government hereinafter will be referred to as "County" or "Government."

b) "Contracting Officer" shall be the person occupying the position of the Manager of Procurement.

c) All references to "shall", "must", and "will" are to be interpreted as mandatory language.

d) Request for Proposals, Bids, and Qualifications are procurement methods selected for pending acquisitions and will be referred to as "RFP", "RFB" or "RFQ".

e) "Person," as used in this Agreement, means a firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

f) "Prime contract," as used in this Agreement, means an Agreement or contractual action entered into by the County with CONTRACTOR for the purpose of obtaining supplies, goods, materials, equipment, construction or services of any kind.

g) "CONTRACTOR" as used in this clause, means a person, firm, company, entity, corporation, partnership, and business association of any kind; trust, joint-stock company, or individual who is licensed by the South Carolina Department of Labor, licensing and Regulations as a Contractor and General Contractor to provide goods, supplies, materials, equipment, and construction.

h) "CONTRACTOR'S Employee," as used in this clause, means any officer, partner, employee, or agent of a CONTRACTOR.

i) "Confidential Information" as used in this AGREEMENT shall mean any and all technical and non-technical information and proprietary information of the COUNTY (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to CONTRACTOR which is treated by COUNTY as confidential or proprietary including, without limitation, Research Materials and Developments (defined below), formulations, techniques, methodology, assay systems, formulae, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with CONTRACTORS and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of COUNTY, and any other confidential information about or belonging to COUNTY'S suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

j) "Subcontract," as used in this clause, means an Agreement or contractual action entered into by the CONTRACTOR with Subcontractor or any third party for the purpose of obtaining supplies, materials, equipment, construction or services of any kind under this AGREEMENT.

k) "Subcontractor," as used in this clause, (1) means any third party, person, firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual other than the CONTRACTOR, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this agreement or a subcontract entered into in connection with CONTRACTOR and with the COUNTY and (2) includes any third party, person, firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services or general supplies to the CONTRACTOR or a higher tier Subcontractor.

DISCUSSIONS

CONTRACTOR shall not attempt to negotiate with the using department or when applicable, the Homeowner or other parties, and shall not discuss any aspects of the procurement without prior written approval of the Manager of Procurement.

DISPUTE RESOLUTION

The parties agree utilize the "escalation clause" by elevating the dispute upward in the County and utilizing the requirements established by the Richland County Government Code of Ordinances.

DOCUMENTATION AND PROJECT COMPLETION

Upon completion of the project, CONTRACTOR shall furnish, at no extra charge all closeout documentation as it relates to the project and the AGREEMENT, including:

Warranties and/or guarantees,
Final affidavit or release and waiver of all liens from subcontractors
Consent of Surety for final payment
Minority Reports (when required);
Project-related training materials and/or training plan;
Any licensing;
Contracted or plan for tech support, when appropriate;
Statement of project final completion and acceptance;
All required deliverables.

CONTRACTOR shall level, re-sod, and place in condition any grounds which are damaged by CONTRACTOR prior to release of final payment.

The County, Contracting Officer and the Contracting Officer's Representative will recognize each project as complete only upon written confirmation. County will assess project completeness using contemporary best (practical) construction and other trades practices and evaluation criteria.

CONTRACTOR, individually and on behalf of its subcontractors, material, and workers hereby waives and agrees to indemnify and save harmless the COUNTY and, when applicable, Home Owner's from all attachments, claims, and liens against COUNTY and Home Owner's property by reason of labor or materials or both, furnished for the work under this CONTRACT.

DRUG FREE WORKPLACE ACT

The Contractor agrees to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and shall apply to all Procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of any agreement. The Contractor must further provide the County with a statement of a Drug Free Workplace for any Procurement for the US Department of Housing and Urban Development Residential Rehabilitation and other federal granting agencies.

ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ENVIRONMENTAL HAZARDS

CONTRACTOR shall be responsible for the notification to the COUNTY of the discovery of the presence of hazardous, toxic, or similar materials in any form at the Project site. However; CONTRACTOR shall only have the responsibility to notify the COUNTY of the discovery, of the presence of hazardous toxic or similar materials in any form at the Project site. The COUNTY will be responsible for the handling, removal, transportation, and disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

In the event CONTRACTOR'S services as identified in this Agreement include, an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve CONTRACTOR of its contractual obligation to, in accordance with the standard of care identified herein, conduct reasonable research and/or study to "discover" such materials in connection with such services.

EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national

origin; and to take affirmative action to employ and treat employees without regard to such factors. CONTRACTOR will provide information and submit reports on employment at COUNTY'S requests.

FORCE MAJEURE

CONTRACTOR shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

In every case the failure to perform must be beyond the control of both CONTRACTOR and Subcontractor and without fault or negligence of neither of them.

FURNISHED DATA

All data and materials, records, reports, files, negatives, models, photographs, or other COUNTY furnished property shall remain the exclusive property of the COUNTY.

CONTRACTOR agrees by executing this Agreement that such COUNTY property will be used for no purpose other than for work for COUNTY under this Agreement.

CONTRACTOR shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, all such property shall be returned to the COUNTY.

GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by Agreement between CONTRACTOR and the COUNTY shall be decided in accordance with the then current ordinances of Richland County Government which remedy shall be exclusive, subject only to any right of judicial review.

GRATUITIES

COUNTY prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. CONTRACTOR or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to the employees of COUNTY.

GUARANTEE

CONTRACTOR shall guarantee all workmanship and materials utilized in and for this contract being furnished for a period of not less than one year after the final inspection and acceptance of the deliverables. When defects of faulty material is discovered during the guaranteed period, the CONTRACTOR shall, immediately, upon notification by the County, proceed at own expense, to repair or replace the same, together with any damage to all the finished deliverables that may have been damaged as a result of omission and/or workmanship.

IMPROPER INFLUENCE

The Contracting officer is the person occupying the position of the Manager of Procurement. The Contracting Officer shall appoint, in writing, a technical representative to help him monitor performance. This individual shall be a County employee and hereinafter referred to as the Contracting Officer Representative (COR). The Offeror must use this chain of communications at all times on all aspects of this contractual relationship.

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in suspension or debarment. Aggrieved Offerors are encouraged to use the County policy on any matter related to this contract.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the COUNTY and the COUNTY's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from performance of the Work defined herein, but only to the extent caused or contributed to by the acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Upon request of the COUNTY, CONTRACTOR shall, at no cost or expense to the COUNTY, defend any suit asserting a claim for any loss, damage or liability specified above, and CONTRACTOR shall pay any cost and attorneys' fees that may be incurred by the COUNTY in connection with any such claim or suit or in enforcing the indemnity granted above.

INDEPENDENT CONTRACTOR

It's understood that the CONTRACTOR'S relationship with the COUNTY for the purpose of this Agreement is that of an Independent CONTRACTOR, and nothing in this Agreement is intended to, or should be construed to; create a legal partnership, joint venture or active employment relationship with the COUNTY. CONTRACTOR will not be entitled to benefits which the COUNTY may make available to its employees. CONTRACTOR is solely responsible for, and will file, in a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and work; for supplies, goods, equipment, tools and receipt of fees under this Agreement. CONTRACTOR is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services and work under this Agreement. No part of CONTRACTOR'S compensation will be subject to withholding by COUNTY for the payment of any social security, federal, state or any other employee payroll taxes. OWNER will regularly report amounts paid to CONTRACTOR by filing Form 1099 and any other information with the Internal Revenue Service as required by law.

It's understood that this is not an exclusive contract with the COUNTY and CONTRACTOR may work from time to time for other clients.

INSPECTIONS

All parts of the work shall be subject to inspection and test; if CONTRACTOR covers up work required and agreed to be inspected prior to such inspection; the work must be uncovered and replaced at CONTRACTOR'S expense.

Failure to inspect or waiver of inspection does not relieve the CONTRACTOR of its obligations under the contract. Upon discovery of defective or nonconforming work, the County may either

- require the Contractor to correct the work at CONTRACTOR'S expense;
- perform the work and recover the cost therefor from the CONTRACTOR; or
- accept the defective work and make an equitable reduction in the contract price.
- County will withhold payment pending inspection of all work and services.

INSURANCE

CONTRACTOR shall be responsible for any damages resulting from its activities. CONTRACTOR shall pay for all such damage. Prior to commencing work hereunder, CONTRACTOR, at their own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed coverage's.

Such insurance shall be issued by a company or companies

authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the COUNTY, but regardless of such acceptance, it shall be the responsibility of to maintain adequate Insurance coverage at all times. A breach of the insurance requirements is material.

Failure of CONTRACTOR to maintain insurance coverage shall not relieve CONTRACTOR of their contractual obligation or responsibility hereunder.

The information described herein sets forth-minimum coverage's and limits and is not to be construed in anyway as a limitation of liability on Contractor.

(a)	Public Liability Amount	Bodily Injury Liability
	Any One Person	Any One Casualty
\$100,000		\$250,000
	Property Damage Liability	
\$100,000		\$250,000
	Automobile Injury Liability (whether owned or non-owned)	
\$50,000		\$100,000
	Automobile Property Damage Liability (Whether owned or non-owned)	\$50,000 \$100,000
	Dishonesty Bond	\$5,000.00

CONTRACTOR shall obtain, maintain and provide the COUNTY with such Public Liability and Property Damage insurance and Dishonesty Insurance as shall protect CONTRACTOR, their Subcontractors, and when applicable, the Home Owner and COUNTY from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this Agreement, whether such operations be by CONTRACTOR, or its Subcontractors, or by any one directly employed by CONTRACTOR.

Workers Compensation and Employers Liability Insurance:

A workers compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable), and an employer's liability policy with limits of per accident/per disease. It shall waive subrogation against the COUNTY, its officials, employees, temporary and leased workers and volunteers.

Certificate of Workers Compensation and Employers Liability Insurance:

The certificate shall indicate South Carolina coverage and the limits of the employer's liability coverage. It shall affirm the policy contains a waiver of subrogation against the COUNTY, its officials, employees, temporary and leased workers and volunteers. It shall provide evidence of compliance with the requirements in Cancellation.

Cancellation, Non-renewal, Reduction in Coverage and Material Change:

The CONTRACTOR shall provide the COUNTY thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material change in the policy.

E. Certificate Recipient:

All original certificates of insurance shall be sent to:

Richland County Procurement and Contracting
Attn: Manager of Procurement
2020 Hampton Street, Suite 3064
Columbia, SC 29204 – 1002

INTELLECTUAL PROPERTY

Intellectual Property is all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

Offeror and its subcontractors hereby agrees to share with the County all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by Offeror for the County, or any persons provided by Offeror either solely or jointly with others, during the performance of the Agreement or with the use of information, materials or facilities of the County received by Offeror during the term of any Agreement entered between the County and Offeror.

The County shall be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the Intellectual Property developed for and assigned to the County. The County agrees to release Offeror, its subcontractors, agents and employees from liability arising from the County's offer for sale, sale, modification, translation and importation of products utilizing the Intellectual Property developed for and assigned to the County in its entirety.

Offeror shall promptly disclose to OWNER all Intellectual Property created by Offeror for any assigned project during the term of this Agreement.

Offeror shall execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure or enforce for the County's statutory protection including patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to OWNER pursuant to this section.

In addition, any Intellectual Property which qualifies as a work made for hire under the U.S. copyright laws shall be a work made for hire and shall be owned by the County. Offeror shall either:

(a) provide OWNER with a copy of a written Agreement with each of its employees and outside consultants prior to their working hereunder through which all rights to Intellectual Property created, made, conceived, reduced to practice or authored by Offeror's employee(s) within the scope of employment by Offeror in the performance of any Agreement are owned by Offeror and thereby subject to the preceding assignment; or

(b) require that the persons (employees or outside consultants and subcontractors) it provides to perform the services under this Agreement shall execute an instrument assigning such Intellectual Property to the County prior to commencing work under of an Agreement and provide County with a copy.

CONTRACTOR shall retain ownership of all Intellectual Property clearly documented as having been made solely by Offeror prior to the date of an Agreement and expressly excluded from this Agreement in an attachment hereto.

MATERIALS AND SUPPLIES

Materials incorporated into the work shall be new and of good quality. The COUNTY may specify certain materials be of a particular type or from a particular manufacturer and may direct the CONTRACTOR to furnish evidence as to the kind and quality of materials to be furnished, including samples. The CONTRACTOR must apply in writing for permission to substitute one item for another. The CONTRACTOR is responsible for acquisition of and payment for all materials, supplies, etc., In the event certain items are designated as being furnished by the COUNTY, the CONTRACTOR will provide appropriate storage facilities and will protect the items in the same manner as if they were to be furnished by the CONTRACTOR.

NON-APPROPRIATIONS

Any Agreement entered into by the COUNTY shall be subject to cancellation without damages or further obligations when funds are

not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

- notice may be by means other than those listed, other than oral;
- parties must acknowledge the receipt of any notice delivered in person;
- Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and
- either party may change its address by written notice within ten (10) calendar days to the other.

COUNTY:

Richland County Government Procurement and Contracting
Attn: Manager of Procurement
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002

OTHER WORK

It is understood that work not covered by this contract may be performed by the COUNTY or others in the same area that must be occupied by the CONTRACTOR. In such event, the CONTRACTOR shall fully cooperate with the COUNTY and such others and shall properly connect and coordinate his work with theirs. It is also understood that the COUNTY may occupy the premises during performance of work by the CONTRACTORS hereunder and that such occupancy shall not constitute acceptance of the work by the COUNTY.

PATENT

CONTRACTOR shall hold the COUNTY, its officers, employees, and agents, harmless from liability of any nature or kind whatsoever, on account of use by the publisher or authorized agent or manufacturer, and any copyrighted/un- copyrighted composition, secret process, article or application furnished or used under this Agreement.

PAYMENT

CONTRACTOR shall be compensated by COUNTY for providing the services described in the Notice to Proceed on the following basis:

CONTRACTOR will be paid as authorized on any individual Notice to Proceed and as approved by the Contracting Officer Representative according to the mutually agreed on price, cost, or fee.

Additional work requirements will be at the agreed on amount which may from time to time be modified upon mutual Agreement of the parties.

The COUNTY is not required to pay CONTRACTOR for training and/or orientation sessions.

CONTRACTOR should invoice COUNTY for services rendered; under provisions of the Prompt Payment Act payment terms for "Net 30 days" the COUNTY will make every attempt to satisfy the payment request within thirty calendar days as of receipt of invoice by the Contracting Officer for work confirmed as accepted and meeting the standard of quality to which agreed.

The COUNTY may pay interest to CONTRACTOR at a rate equal to **one percent** per month on sums, which the COUNTY fails to remit to CONTRACTOR on any undisputed portions within thirty calendar days from date of County's receipt of a valid and correct invoice (as determined by the County) on any unpaid amount for each month or fraction thereof, that such payment is delinquent due no fault of CONTRACTOR.

Invoices shall be submitted for the amount of work carried out and approved as accepted. Invoices submitted for payment for services provided under this Agreement, shall contain as a minimum:

- Name of business concern;
- Agreement number;
- Project number;
- Cost/price of services actually delivered;
- Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent;
- with the submission of any application for payment, CONTRACTOR must submit a schedule (detail information and breakdown by percentages of services or work for which invoicing) for the various parts of the work accomplished;
- Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve CONTRACTOR of any obligation by rule or law and/or under the Agreement;
- The COUNTY may dispute the value and quality of the work in question;
- The COUNTY shall have the right to withhold payments from CONTRACTOR due to actual or prospective loss due to defective or nonconforming work;
 - i. damage or cost for which CONTRACTOR is liable;
 - ii. amounts representing CONTRACTOR'S inability to complete the work or breach of any terms or conditions of the Agreement

PERMITS

CONTRACTOR must comply with all applicable requirements for permits for the contracted project and at a minimum must comply with:

- CONTRACTOR shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law (unless COUNTY elects to procure and pay for same), and shall deliver all proof of compliance to the COUNTY.
- CONTRACTOR shall report to COUNTY any aspect of noncompliance of specifications, requirements, and other Agreement documents with the law.
- If CONTRACTOR cannot procure necessary permits, COUNTY may cancel the Agreement without liability or may procure the permits and deduct the cost thereof from the Agreement price (only at the discretion of the Director of Procurement/Contracting Officer).
- *CONTRACTOR at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.*
- Standards of service, construction, repair and remodeling must be in accordance with the current building codes standards. The County has adopted the 2006 International Building, Mechanical, Plumbing, Fire, Energy Conservation, 2003 ANSI A 117.1 (accessibility) and the 2008 National Electric Code.

PROHIBITION OF GRATUITIES

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such

compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220.

The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

PROJECT ORGANIZATION

It is expected that CONTRACTOR will be dealing with various members of the COUNTY'S Staff during the course of this Agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), will be assigned and who shall be appointed to oversee and coordinate most aspects of the work and services.

The COR shall be the focal point of contact with CONTRACTOR'S representatives.

PROTECTION OF PROPERTY AND PERSONS

CONTRACTOR will adequately protect work or service performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The contractor will assume full responsibility for all CONTRACTORS tools and equipment and all materials to be used in connection with the completion of the work.

PUBLICITY RELEASES

CONTRACTOR agrees not to refer to award of this Agreement in commercial advertising in such manner as to state to imply that the products or services provided are endorsed or preferred by the Home Owner or the COUNTY.

QUALIFICATIONS

CONTRACTOR must be regularly established in the business called for, and who by executing this Agreement certifies that they are financially capable and responsible; is reliable and have the resources, ability and experience, to include, the facility and personnel directly employed or supervised by them to complete assignments awarded under this Agreement.

CONTRACTOR certifies that they are able to render prompt and satisfactory service in the volume called for under this Agreement.

COUNTY may make such investigation, as deems necessary to determine the ability of CONTRACTOR to perform the work.

CONTRACTOR shall furnish to the COUNTY all such information and data as the COUNTY may request, including, if requested, a detailed list of personnel which CONTRACTOR proposes to use, and a detailed description of the method and program of the work CONTRACTOR proposes to follow.

The COUNTY reserves the right to terminate, if anytime throughout the term of this Agreement the evidence submitted by, or investigation of, CONTRACTOR fails to meet all requirements as stipulated or satisfy the COUNTY that CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the work.

QUALITY OF PRODUCT

CONTRACTOR shall render the services consistent with the standard of care, quality, skills and diligence exercised by members of the same profession providing similar services under similar conditions at the time the services are to be performed. CONTRACTOR'S standard of care, quality, skills and diligence shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

RESPONSIBILITY

CONTRACTOR agrees that the contract price specified herein is based on Contractor's examination of the site and that will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination.

CONTRACTOR shall certify that they have fully acquainted themselves with conditions relating to the scope, and restrictions attending the execution of the work and services under the conditions of this Agreement. The failure or omission of CONTRACTOR to acquaint themselves with existing conditions shall in no way relieve CONTRACTOR of any obligation with respect to this Agreement.

RIGHTS OF OWNERSHIP

Except for CONTRACTOR'S proprietary software, materials, tools, proprietary all data, images, materials, documentation (including electronic files or documents), and applications generated and prepared by or exclusively for the COUNTY and or Home Owner pursuant to any Agreement shall be shared by the COUNTY and CONTRACTOR.

CONTRACTOR shall not sell; give; loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, property, valuables, goods, equipment, supplies or developments created specifically by or for the Home Owner and or COUNTY under this Agreement, without the written consent of the COUNTY. Any external requests to procure these data or materials must be forwarded to the COUNTY.

Without COUNTY'S prior written approval, CONTRACTOR shall not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by CONTRACTOR wherein the names of the Home Owner or the COUNTY, its subsidiaries, and/or affiliates are mentioned or their identity implied.

SAFETY REGULATIONS

The CONTRACTOR and its employees will observe the COUNTY'S general safety rules and the area safety rules in the area in which they are working which will include the following:

- a. Smoking -- Absolutely no smoking will be permitted except in authorized smoking areas. Any CONTRACTOR violating this rule shall be asked to leave the premises and may forfeit payment for work up to that point.
- b. Personal Protective Equipment -- The CONTRACTOR will observe all reasonable requirements and be held responsible for furnishing to his employees any items of personal protective equipment which may be necessary for the safe performance of the work (safety glasses, hard hats, etc.).
- c. Excavations and Barricading -- The CONTRACTOR will be expected to use proper barricading, ropes, warning signs, and other such devices wherever excavating, performing overhead work, hoisting, opening pits or trenches or the like is in progress. CONTRACTOR will also keep all aisles and roadways clear, and at no time obstruct passageways to existing emergency equipment such as showers, eye-wash fountains, fire blankets, hoses, alarm boxes, extinguishers, shut-off valves and switches, etc.
- d. CONTRACTOR is expected to supply fire extinguishers and other fire-fighting equipment in or near the work area is required by the state and federal regulations.
- e. A welding or cutting permit may have to be obtained from local management; where required, the CONTRACTOR will request all such permits in advance of performing the work. Cylinders not in use will not be on work site.
- f. Good housekeeping conditions will be maintained at all times. The CONTRACTOR is responsible for cleanup and disposal of debris, the proper storage of materials, keeping his work areas clean and free of tripping hazards and whenever necessary the daily removal of trash and other waste.
- g. Contractor will not store any equipment, tools, supplies, goods or materials on or in the Home Owners property. Contractors will not, under any circumstances leave unattended any containers of combustible (or flammable) liquids such as gasoline, fuel oils, paints, thinners, etc.
- i. CONTRACTOR will not manipulate any switch controls, valves or instruments without the advance approval of the County. CONTRACTOR will request advance permission before undertaking any work on piping distribution systems, utility lines entering tanks,

sewers, or vessels and as necessary for any work in or near special or hazardous operations.

CONTRACTOR is responsible for the subcontractors' compliance with safety procedures; CONTRACTOR'S must provide access by County's safety personnel to CONTRACTOR'S plans, specifications, and work schedules. The COUNTY will conduct periodic safety inspections.

The COUNTY will have the right to stop work in the event of CONTRACTOR'S failure to comply with safety requirements or to correct violations, without compensation for time lost; CONTRACTOR must maintain accident and injury records; be in compliance with the Occupational Safety and Health Act (OSHA) and other safety laws and regulations;

The CONTRACTOR is responsibility for performance of work at own risk; for prohibition of smoking except in authorized areas; use of alcohol and drug abuse and use during work and on Home Owner's property; furnishing of personal protective equipment; use of proper barricading and signs and maintenance of clear paths to emergency equipment; good housekeeping conditions; storage of flammable liquids; obtaining permission for and proper use of explosives; obtaining permission for work on systems in or near special or hazardous operations and notification of upon discovery of hazardous materials at the site.

SECURITY – COUNTY'S RULES

In consideration of the security responsibility of the COUNTY, the Contracting Officer and designee reserves the right to observe CONTRACTOR operations and inspect the related areas. Moreover, CONTRACTOR agrees to abide by any and all of the COUNTY'S rules and regulations, procedures and General Orders, as well as any directives by the COUNTY Council, Administrator, Contracting Officer or designee regarding CONTRACTOR performance when operating on or in Home Owner's property under the terms and conditions of this Agreement.

CONTRACTOR agrees to provide the names of employees assigned to work in and on the Home Owner's property and that the COUNTY may make criminal background record checks, and COUNTY may require CONTRACTOR to provide criminal background record checks.

The Contracting Officer or designee reserves the right to require the CONTRACTOR and all of CONTRACTOR'S employees and subcontractors accessing COUNTY'S or Home Owner's property to have CONTRACTOR and/or the COUNTY'S identification with photograph, name, and position of the employee at CONTRACTOR sole expense.

CONTRACTOR must issue photo identification cards (identifying the person with CONTRACTOR and or the

(COUNTY) if requested by the COUNTY and require it to be worn by its employees (or anyone associated with CONTRACTOR) whenever they are present on or in the COUNTY'S and Home Owner's property.

Persons not previously screened for admittance shall not be admitted on or in the COUNTY'S and Home Owner's property without proper notification and authorization from the Contracting Officer or designee.

CONTRACTOR is responsible for identifying fire escape routes to its employees, subcontractors (and to anyone associated with CONTRACTOR) in or on COUNTY'S and Home Owner's property.

CONTRACTOR employees and subcontractors shall comply with the COUNTY'S written policies and procedures relating to COUNTY security and safety requirements. CONTRACTOR and their employees and subcontractors shall also comply with all of the Federal, State and COUNTY rules concerning the use of the working areas.

CONTRACTOR and any of their representatives shall report any unusual occurrences immediately to the Contracting Officer or designee. It shall be the responsibility of CONTRACTOR to secure and insure safety of any assigned areas before exiting the Home Owner's property, unless notified in writing by the Contracting Officer or designee to do otherwise.

CONTRACTOR is further responsible for:

- CONTRACTOR must Comply with various rules and regulations so as not to unreasonably encumber the premises;
- Noninterference with the COUNTY'S activities or work of other Contractors;
- Compliance with County rules regarding signs, advertisements, smoking, and taking pictures on COUNTY and Home Owner's property, etc.;
- CONTRACTOR and employees or subcontractors must not use of intoxicating beverages on COUNTY or Home Owner's property;
- Enforcement of discipline and good order among the CONTRACTOR'S employees and subcontractors;
- Erection of temporary buildings or utilities;
- Use of lands for rights-of-way purposes;

SERVICES

Any deviation from the agreed on required services, and indicated herein must be clearly pointed out, otherwise, it will be considered that the required services offered are in strict compliance with the requirements and services, and CONTRACTOR shall be held responsible therefore. Deviations must be explained in detail and accepted by both parties prior to implementation.

SEVERABILITY

If any term and provision resulting from this Agreement shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remained of said Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

STATEMENT OF COMPLIANCES AND ASSURANCES

CONTRACTOR certifies in writing its compliance with all applicable federal and state laws/regulations and COUNTY ordinances to include;

- a. Assurance of non-collusion and understanding and acceptance of any and all provisions stated in this Agreement.
- b. The statement of Compliance and Assurance, along with other statements and certification shall be part of this Agreement.

SOUTH CAROLINA LAW CLAUSE

CONTRACTOR must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state.

Notwithstanding the fact, that applicable statutes may be authorized and/or licensed to do business in this state, by signing this Agreement, CONTRACTOR agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State/County.

SUBCONTRACTS

CONTRACTOR shall not subcontract work hereunder without the prior written consent of the COUNTY, and any such subcontract without consent of the COUNTY shall be null and void.

If CONTRACTOR proposes to subcontract any of the work hereunder, it shall submit to the COUNTY the name of each proposed Subcontractor(s), with the proposed scope of work, which its Subcontractor is to undertake.

The COUNTY shall have the right to reject any Subcontractor, which it considers unable or unsuitable to satisfactorily perform. CONTRACTOR shall not enter into any cost reimbursable Agreements with any proposed Subcontractor without COUNTY'S prior written authorization.

Notwithstanding any consent by the COUNTY to a proposed subcontract, CONTRACTOR shall remain responsible for all subcontracted work and services.

CONTRACTOR agrees it shall be as fully responsible to the

COUNTY for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by CONTRACTOR.

Neither this provision, this Agreement, the COUNTY'S authorization of CONTRACTOR'S Agreement with Subcontractor, COUNTY'S inspection of a Subcontractor's facilities, equipment or work, or any other action taken by the COUNTY in relation to a Subcontractor shall not create any contractual relationship between any Subcontractor and the COUNTY.

CONTRACTOR shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the COUNTY before commencement of any work by a Subcontractor. CONTRACTOR'S violation of this provision shall be grounds for the COUNTY'S termination of this Agreement for default, without notice or opportunity for cure.

In addition, CONTRACTOR indemnifies and holds the COUNTY harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the COUNTY to investigate, defend, or settle any such claim.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TAXES

All taxes must be included in the contract price/cost, such as federal, state, and local:

- sales;
- use;
- excise;
- transportation;
- privilege; and
- occupational taxes; or
- taxes, contributions, and premiums imposed upon or measured by Contractor's payroll.
- Taxes to be paid by the COUNTY must be identified and submitted with a full explanation.
- The County must be indemnified against any liability for such taxes, with the right to withhold from Contractor amounts sufficient to satisfy such taxes if Contractor fails to indemnify County.
- It is the Contractor's duty to promptly pay all sales, excise, and other taxes and to ensure that subcontractors promptly pay all applicable unemployment, social security, and workers' compensation taxes.

-- If the contract sum includes a tax not required to be paid, Contractor will take steps to secure a refund for County.

If Contractor fails to correct defective work within thirty calendar days of notice by the COUNTY, COUNTY may correct the work and charge the CONTRACTOR therefor. Contractor may be responsible for damages to other property or work occasioned by its breach of warranties.

TERMINATION

The COUNTY shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) calendar day's written or telegraphic notice. Upon receipt of any termination notice, CONTRACTOR shall immediately discontinue services on the date and to the extent specified in the notice.

CONTRACTOR shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by COUNTY to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Agreement Release.

The COUNTY or CONTRACTOR may also cancel or terminate this Agreement in whole or in part by thirty (30) calendar day's written, electronic or telegraphic notice to either party:

if CONTRACTOR shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by CONTRACTOR; or

If CONTRACTOR becomes involved in some legal proceedings that in the opinion of COUNTY interfere with the diligent, efficient performance and satisfactory completion of the services; or

if CONTRACTOR fails to make delivery of or to perform the services within the time specified or any authorized extension thereof.

If in the event this Agreement is terminated or canceled upon request and for the convenience of either party without the required thirty (30) calendar days advance notice; both parties shall negotiate reasonable termination costs, if applicable.

If in case of default, the COUNTY reserves the right to purchase any or all items in open market, charging CONTRACTOR with actual costs. Should such charges be assessed, no subsequent proposals or bids of the defaulting CONTRACTOR shall be considered.

TITLE AND RISK OF LOSS

Title to all completed or partially completed work on the Home Owner's property and to all materials to be incorporated in the work to include; stored property must be made to the and in the name of the County.

Notwithstanding the foregoing, and prior to acceptance of the completed work by the County, CONTRACTOR agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored off site, from any cause whatsoever until the work has been completed and accepted by County.

WARRANTIES AND GUARANTEES

CONTRACTOR must obtain all possible manufacturers' warranties for equipment, materials, etc., and to assign such warranties to the County upon acceptance of the work. Other typical warranties and guarantees given by the Contractor include the following:

CONTRACTOR must provide written guarantee and warranties that all materials and equipment is new (unless otherwise specified), and free from defects in titles.

All work by CONTRACTOR will be done in a competent, workmanlike manner and remain free of defects in workmanship and materials for a period of one year from the date of acceptance (or such other date as agree on in writing). Work found to be defective within one year (or agreed on written period) after acceptance shall be promptly corrected within thirty calendar days after written notice from the County.

Section – C

Special Conditions

SPECIAL CONDITIONS

1. False Statements in Submittal of Qualifications

Proposers must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County Government (County) solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement. The County does not waive its rights to seek further actions.

2. Submission of Offers in the English Language

Offers submitted in response to this solicitation shall be in English. Offers received in other than English shall be rejected.

3. Submission of Offers in U.S. Currency

Offers (Costs or/and prices) submitted in response to this solicitation shall be in terms of official United States of America's currency (U.S. Dollar); offers received in other than U.S. dollars shall be rejected.

4. Bids shall be publicly received and recorded at the time and place indicated by Section C, paragraph 6 and Section G, item # 5 and 6a and amendments of this solicitation.
5. Bids shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Bids. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.
6. One original sealed bid clearly marked: **"RC-167-B-2019, Mobile Home Park Demo"** shall be submitted in an enclosed and secured envelope/container; the container shall be addressed to:

***Richland County Government
Office of Procurement and Contracting
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002
Attn: Jennifer Wladischkin***

Bids shall be accepted until **Thursday, April 4, 2019, 2:00pm Eastern Time.**

7. The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately.
8. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the bid.

9. The County shall not accept responsibility for unidentified bids.
10. The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Bidder.
11. It is the intent and purpose of the County that this solicitation permits competition and inclusiveness. It shall be the participant's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least five calendar (7) days prior to bids receipt date. A review of such notification shall be made.
12. Every effort has been made to ensure that all information needed is included in this document. If the participants find that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement at least five calendar (7) days prior to bids receipt date. No further questions will be accepted after that date.
13. Bidder(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".
14. The County reserves the right to accept or reject any or all bids received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

15. BOND REQUIREMENTS

- a) **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Richland County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

- b) **PERFORMANCE SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Richland County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

FAILURE TO SUBMIT CORRECT BID GUARANTEE WILL RESULT IN REJECTION OF YOUR BID.

16. Insurance

Contractor shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, **Contractor** shall obtain and maintain, throughout the duration of this Contract, all such insurance as required by the laws of the State of South Carolina, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. This agreement sets forth minimum insurance and is not to be construed in any way as a limitation of liability on **Contractor**.

- A. Workers Compensation and Employers Liability Insurance: The **Contractor** shall maintain Workers' Compensation and Employer's Liability insurance in accordance with South Carolina Law. "Other States" coverage is not sufficient. South Carolina coverage must be specified. Employer's Liability limits shall not be less than \$1,000,000 per accident/per disease.
- B. Crime Bond: The **Contractor** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **County**. The **Contractor** shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. The **Contractor** is required to provide documentation of Insurance and Bonding to the **County**.
- C. Commercial General Liability Insurance: The **Contractor** shall maintain a commercial general liability insurance policy on an occurrence basis for bodily injury, property damage and personal injury with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate.
- D. Auto Liability. The **Contractor** shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned and hired vehicles.
- E. Builder's Risk. The **Contractor** shall maintain a builder's "all risk" or equivalent policy insuring the project on a replacement cost basis.
- F. Insurance Requirements for Subcontractor's and Sub-subcontractors: The **Contractor** shall require any subcontractor or sub-subcontractor not insured by the **Contractor** to meet South Carolina's requirements for vehicle liability and to have worker's compensation coverage, even the party if has less than four employees. A general liability policy shall be required.

G. Cancellation, Non-renewal, Reduction in Coverage and Material Change: The **Contractor** shall provide the **County** thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change, except that insurers may provide ten (10) calendar days' notice in writing for nonpayment of premium.

H. Certificates of Insurance: The **Contractor** shall furnish the **County** at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed: Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202. Richland County Government shall be named on the policies as certificate holder.

17. IRAN DIVESTMENT ACT: By submission of this bid/proposal, the bidder/proposer as the prime contractor/consultant/vendor does hereby certify his compliance to the following:

a) CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Richland County to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Richland County immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

SECTION -D

FORMS

Richland County Government, South Carolina
Statement of Assurance, Compliance and Noncollusion

State of

County of

being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this _____ day of _____, 20_____.

_____ My commission expires:
(Title)

NOTARY SEAL

DECLARATION

I certify that I am an officer of the firm listed below and under penalty of perjury under the laws of the United States and South Carolina declare that this firm, association or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project

Company

Legal Signature

It is further proposed:

To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums, to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the form of Contract within ten (10) days from the date of notice of contract from Richland County, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Contract Documents.

To furnish a Performance bond in the full amount of the contract and a Payment Bond in the full amount of the contract.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

To furnish a statement, on demand of the County, showing financial and general responsibility.

It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing the bond will, upon demand, forthwith make payment to the Richland County Treasurer's Office of the total amount of the bond.

The County reserves the right, should tie bids be received, to choose the low bid by chance.

Seal

Signed: _____
(Officer)

(Company)

(Address)

Incorporated under the laws of the State of: _____

Federal Tax ID Number: _____

SC Sales Tax Number: _____

Current Richland County Business License? Yes No*

**If no, contractor must complete the "Vendor Survey" on the Richland County Procurement website and return as indicated.*

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the firm of _____ (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abused in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying Richland County within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

CONTRACTOR

By: _____

Legal Signature _____

WITNESS:

Date: _____, 2018

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Pay Item/s</u>	<u>Contract Amount in %</u>	<u>Sub-Contractor's Name & License #</u>	<u>Address/Location</u>

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

SUPERINTENDENT, PRIME CONTRACTOR

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

 Print Superintendent's Name

BIDDER: _____

SIGNATURE: _____

MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION SHEET

MBE/DBE Enterprises

The OFFEROR shall take affirmative steps to assure that minority businesses, women's businesses and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce

The OFFEROR must complete the information below on each certified firm and submit it with its Solicitation response.

Owner's Name & Address	Business Name	Scope/Type of Work	Estimated Percentage (%) of Contract Work

I hereby certify that this company has been contacted and accepted the scope/type of work listed above. Furthermore I hereby certify that the companies listed above are willing to perform the work and that I am committed to utilizing the above companies on this contract. This form may be reproduced on additional sheets added in order to provide all requested information.

Company Name: _____

Authorized Signature: _____

Printed Name, Title: _____

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this _____ day of _____, 20____. Notary Public: _____

GOOD FAITH EFFORTS

If a company fails to provide MBE/DBE participation the following information must be submitted to assist the OWNER in determining if the company made acceptable good faith efforts to meet the contract requirements.

Offeror must provide what action was taken to meet the below minimum criteria's for determining good faith efforts are:

- a) MBE/DBE'S must be informed of contracting and subcontracting opportunities;
- b) Offeror must solicit within sufficient time to allow the MBE/DBE'S to respond to the solicitation. Offeror must determine with certainty if the MBE/DBE'S is interested by taking appropriate steps to follow up their initial solicitation;
- c) Offeror should advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- d) Offeror should provide written notice to a reasonable number of specific MBE/DBE'S;
- e) Offeror should follow up initial solicitations of interest by contacting MBE/DBE'S to determine with certainty if they were interested;
- f) Offeror should select portions of work to be performed by MBE/DBE'S in order to increase the likelihood that the requirements are achieved (including, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when Contractor might otherwise prefer to perform these work items with its own forces);
- g) Offeror should make available to MBE/DBE'S adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation;
- h) Offeror should accept in good faith MBE/DBE'S and not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE/DBE'S standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of offers' in the contractor's efforts to meet the project requirements; Evidence of acceptance of offers includes the names, addresses, and telephone numbers of MBE/DBE'S that were considered; and a description of the information provided regarding the plans and specifications of the work selected for subcontracting;
- i) Offeror should use the services of available MBE/DBE'S; community organizations; MBE/DBE'S Contractors' groups; local, state and federal certified MBE/DBE'S. Assistance Offices; and other organizations allowed on a case by case basis to provide assistance in the recruitment and placement of M/WBE'S;
- j) The County may take into account the performance of other Offerors in meeting the requirements. For example, when the apparent successful Offeror fails to meet the requirements, but others meet it, it may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the requirements.
- k) Offerors using good business judgment should consider a number of factors in soliciting MBE/DBE'S, including taking a firm's price and capabilities as well as contract requirements into consideration.

The ability or desire of an offeror to perform the work with its own forces does not relieve the Offeror of the responsibility to make good faith efforts. Offerors are not, however, required to accept higher quotes if the price difference is excessive or unreasonable.

COMMERCIAL NONDISCRIMINATION CERTIFICATION

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Offeror has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Ordinance, Section 2-647: to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier, commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. With limiting the foregoing, "discrimination" also includes retaliating against any person or to her entity for reporting any incident of "discrimination." With limiting any provisions of the solicitation for response for this project, it is understood and agreed that, if this certification is false, such false certification will constitute ground for the County to reject the response submitted by the Offeror on this project, and termination of any Contract awarded based on the response. As part of the its response, the Offeror shall provide to the County a list of all instances within the immediate past 4 years where there has been a final adjudication determination in a legal or administrative proceeding in the State of South Carolina that the Offeror discriminated against its Subcontractors, vendors, supplier or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the County, the Offeror agrees to comply with the County's Commercial Nondiscrimination Policy as described under its Commercial Nondiscrimination Ordinance, Section 2-647, and further agrees to cooperate fully with the County in its inquiries relating to compliance with this policy.

By: _____

Its: _____

SWORN to before me

This _____ day of _____, 20____.

Notary Public for South Carolina: _____

My Commission Expires: _____

No Bid Response

RC-167-B-2019

If a No Bid is to be submitted, please check the appropriate box below and return this form, prior to the Bid due date, to:

Richland County Government
Procurement and Contracting
2020 Hampton St, (Third Floor) Suite 3064
Columbia, SC 29204-1002

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare Qualification
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify) _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

SECTION –E

REQUIREMENTS

Scope of Services:

The County is seeking proposals from qualified contractors to provide Demolition-In-Place services of a mobile home park located at **2311 Percival Road, Columbia SC 29223, Northeast Richland County, Tax Map #R19711-06-14 and Tax Map #R19711-06-15**. The two parcels are a total of 10.2 acres and contains sixty-four (64) confirmed mobile homes, nine (9) sheds and one commercial building. The entire project – each building, its contents and debris piles on site are deemed asbestos contaminated and asbestos abatement and debris removal services are needed. The contractor shall provide all materials, tools, machinery, labor and supervision. The demolition service shall include excavation of any footing and foundations and removal of all demolition debris from the demolition site. No material of any type will be allowed to remain at this site following the Demo-In-Place Project.

The contractor will submit application for permit for an emergency project. A demolition permit shall be purchased, posted and visible from the street **PRIOR** to beginning demolition

The Scope of Work shall include but is not limited to the listing below. The County may add or make changes with any service of a similar nature to those specified in this RFB as mutually agreed upon. The contractor must:

1. Be licensed as an asbestos abatement contractor and hold other professional credentials as required.
2. Be knowledgeable of all/current state, federal and Environmental Protection Agency (EPA) regulations and laws and provide services accordingly.
3. Obtain any/all licenses and permits (at the contractor's expense) prior to commencement of demolition activities in accordance with SCDHEC regulation 61-86.1.
4. All structures must be kept adequately wet during the demolition to reduce dust generated by the process. Excess water shall be collected, filtered through a 5 micron filter, and then discharged to a sanitary sewer. An alternate practice would be to allow the water to be diked and absorbed into the soil. A layer of soil is collected and disposed of with the ACM debris.
5. Provide air monitoring at the perimeter of the project site. Daily air monitoring is required for all abatement activities. The air samples must be analyzed by PCM. At the end of the project, the air monitor shall perform visual clearance of the site.
6. Insure that all disconnections are made and properly secured by contacting all utility providers and (water, sewer, electric, gas, cable, etc...) – PUPs.
7. Verify that appropriate rodent control measures have been taken as per departmental and state regulations.

8. If it is determined that a septic tank is located on the property it must be inspected by a SC DHEC inspector to determine the proper method that will be used for removal/handling.
9. No materials shall be salvaged, stored or accumulated in any area. All ACM debris ACM materials must be taken to the landfill at the end of each day's work shift or the dumpster must be physically secured at the site against disturbance by temporary fencing or equivalent. Waste containers on site will need to be abated as ACM.
10. The contractor will need to submit a variance request to have the waste contained in an open top container. The container may be lined with two layers of 6 mil polyethylene sheeting which will be closed over top of the debris pile before transport in a "burrito-wrap".
11. The method of demolition must be the DHEC approved asbestos removal process. By licensed contractor. However, provisions shall be made to protect the surrounding properties from damage, erosion and dust pollution. Any damages caused by the contractor will be repaired and restored to the original goods or acceptable condition by the owner of the surrounding properties, by the contractor.
12. Heavy equipment must be cleaned and visually cleared by the air monitor before it is approved to leave the site.
13. Keep the construction site clean. Removal and proper disposal of all materials shall be done on a daily basis.
14. Demolish dwellings, clear grade, compact and seed property to where one could run a mower over the lot without dislodging rocks, stone or debris.
15. Notify the Housing Official at least seventy-two (72) hours of the date and time demolition is to begin in order for the Housing Official or assigned Inspector to be on site before the start of the demolition. The Housing Official can be contacted at (803) 576-2148.
16. Provide year, make and model of all vehicles that will be used to transport and dispose of debris. Also, contractor will provide the type of trailers that will be used.
17. Provide the name, address and phone number of an approved C&D Landfill that will be used to dispose of debris.
18. Provide copies of landfill slips to show debris was disposed of at said landfill.
19. Contractor must be able to respond to emergency calls within two hours once notified.

20. Contractor is responsible for keeping pedestrian passageway clear and free of debris at all times.
21. Ensure proper protection and safe passage ways are provided during demolition at all times.
22. Ensure street name plates are removed from buildings to be demolished and replaced on a temporary fixture.
23. Ensure proper marking are displayed during the operation of powered mechanical equipment in the area where demolition service is being conducted.
24. Ensure all flammable goods are removed from the site. Flammable goods shall be handled/disposed of in accordance with state, federal and EPA regulations.
25. Must comply with special conditions established concerning equal employment and business opportunities.

SECTION - F

Schedule

**SCHEDULE
MUST BE COMPLETED BY VENDOR OR
CONTRACTOR**

(Include applicable taxes and freight on separate lines)

Item # (a)	Supplies/Goods/Services/Equipment/Vehicles (b)	Quantity (c)	Unit of Issue (d)	Unit Price (e)	Total (f)
1	Per the Scope of Services- Demolition-In-Place of a mobile home park located at 2311 Percival Road, Columbia SC 29223, Northeast Richland County, Tax Map #R19711-06-14 and Tax Map #R19711-06-15. The two parcels are a total of 10.2 acres and contains sixty-four (64) confirmed mobile homes, nine (9) sheds and one commercial building. The entire project – each building, its contents and debris piles on site are deemed asbestos contaminated and asbestos abatement and debris removal services are needed. The contractor shall provide all materials, tools, machinery, labor and supervision. The demolition service shall include excavation of any footing and foundations and removal of all demolition debris from the demolition site. No material of any type will be allowed to remain at this site following the Demo-In-Place Project.	1		Lump Sum	\$

GRAND TOTAL IN WRITING

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. If BIDDER is bidding more than one contract, BIDDER is responsible for obtaining and presenting two separate bid securities, one for each contract. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

(b) BIDDER has visited site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied, if any, all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities

at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, test, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to the BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

SECTION -G

SOLICITATION OFFER & AWARD

RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA

SOLICITATION, OFFER AND AWARD

(SUPPLIES, GOODS, EQUIPMENT, VEHICLES, and SERVICES)

*******SOLICITATION INFORMATION*******

1. SOLICITATION:RC-167-B-2019
 2. ISSUE DATE: 3/11/2019
 3. FOR INFORMATION CALL: 803-576-2130
 3a. Procurement Agent :Jennifer Wladischkin
 3b. Fax **(803) 576-2135**
 E-mail: wladj@richlandcountysc.gov

9. Brief Description:
 Mobile Home Park Demo

5. **SUBMIT SOLICITATIONS TO:**
RICHLAND COUNTY GOVERNMENT OFFICE
OF PROCUREMENT & CONTRACTING
2020 HAMPTON STREET,
THIRD FLOOR, SUITE 3064
COLUMBIA, SOUTH CAROLINA 29204-1002

5a. Pre-Solicitations Conference:
 NONE

6. Submission Deadline: Day: Thursday Date: April 4, 2019 Time: 2:00PM

7. Submit Sealed Solicitations: One (1) original solicitation to address shown in block #5

8. Firm Offer Period:180 days

9. This solicitation consists of Section "A" through Section "H" to include all addendum's

OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)

10. Check Appropriate Boxes Partnership Individual Corporation Sole Partnership
 Trading under Trade Name

<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)	<input type="checkbox"/> White Female (WF)
<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)	<input type="checkbox"/> Other:
<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)	
<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)	

11. Please indicate firm delivery date in calendar days:

12. Please indicate method of shipment and delivery:

13. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

14. **OFFER:** In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in Block "8" above, to furnish any or all requested in this solicitation as specified within the firm delivery date.

15. Name and address of Entity (Type or print):

 e-mail:

 Telephone #:

 Fax #:

 Federal Identification #:

16. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print):

17. Signature of Agent & Date

18. Subscribed and sworn to me
 This day of
 My commission expires:
 (Title)
 (Must be notarized by a Notary Public)

SEAL

AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)

19. Approval Date:	20. Award:	21. Contract #:
22. Contracting Officer:	23. Signature:	24. Award Date:

APPENDIX - 1

SAMPLE CONTRACT

CONTRACT AGREEMENT
RC- _____

THIS Contract Agreement is dated as of the _____ day of _____ in the year 2018 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "OWNER") and _____ (hereinafter called "CONTRACTOR") for the following Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described in the OWNER's Invitation for Bids: Bid No. _____ (hereafter called "Invitation For Bids") as follows:

(Put Description of Project Here)
(the "Project").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

1.1 CONTRACTOR shall complete all work for the Project as specified or indicated in the Contract Documents (the "Work"). The Work is generally described as follows:

(Put Description of Bid Package Here)

Article 2. INSPECTOR.

2.1 The OWNER has designated the ENGINEERS NAME as its representative and it will assume all duties and responsibilities and will have the rights and authority assigned to the INSPECTOR as described in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Construction Engineering and Inspection shall also be performed by ENGINEER as the INSPECTOR. The INSPECTOR information for notice purposes is:

ENGINEER NAME AND ADDRESS

Article 3. CONTRACT TIME.

3.1 The Work will be Substantially Complete **no later than _____, 2018** ("the Contract Time.")

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time(s) specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER _____ Dollars (\$_____.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion of work.

- 3.3 The Contract Time may be changed only by a Change Order or Claim as defined in the SCDOT Standards Specifications and for the reasons stated in the General Conditions that are part of the Invitation For Bids.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted in the Contractor's Response to the Invitation for Bids on _____, 2017 with an initial contract amount of \$ _____.
- 4.2 The Contract Price may be changed only by a Change Order for the reasons stated in the General Conditions that are part of the Invitation For Bids.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions in the Invitation for Bids but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by INSPECTOR as provided in the General Conditions.

- 5.1 Payment Terms. Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on the latest standard AIA Application for Payment form for unit price contracts. Application for Payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be on each Application for Payment is as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an Application for Payment is received by the INSPECTOR, or project manager, no later than the 10th of the month, the OWNER shall make payment to the CONTRACTOR not later than thirty (30) days from receipt of the approved Application for Payment. If an Application for Payment is received by the INSPECTOR after the 10th day of the month, payment shall be made by the OWNER no later than thirty (30) days after the INSPECTOR, or project manager, approves the Application for Payment.
- 5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with the General Conditions in the Invitation For Bids, OWNER shall pay the remainder of the Contract Price and retainage as recommended by INSPECTOR as provided in this Article, subject to any offsets due to OWNER as provided in this Agreement.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all conditions and including any federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous

to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given INSPECTOR written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by INSPECTOR is acceptable to CONTRACTOR.
- 6.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which compromise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract Agreement.
- 7.2 The OWNER's Invitation For Bids: Bid No. [REDACTED] (Not attached but incorporated herein by reference thereto.) The Invitation For Bids includes all documents that were part of the advertisement of the Project, including but not limited to Instructions to Bidders, General Provisions, and General Conditions in the bid documents.
- 7.3 Contractor's Response to Bid No. [REDACTED] including its Bid Bond. (Not attached but incorporated herein by reference thereto.)
- 7.4 Technical Specifications, Special Provisions and Addendums provided in the bid documents that is part of the Invitation for Bids. (Not attached but incorporated herein by reference thereto.)
- 7.5 The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto:
 - a) Notice to Proceed
 - b) Performance Bond
 - c) Payment Bond

- d) Fully executed Written Amendments
 - e) Fully executed Work Change Directive(s)
 - f) Fully executed Change Order(s)
- 7.6 Additionally, if not included in the Invitation for Bids, the OWNER's General Conditions that are the standard terms and conditions for doing business with Richland County and found at <http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx> ("OWNER's Standard General Conditions") are part of the Contract Documents.
- 7.7 Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents," and form the entire Agreement between the parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Agreement, any other Contract Document and any Exhibit irreconcilably conflicts with a provision of the Agreement, the following rules of interpretation shall control:
- 7.7.1 As between this primary Agreement document and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), this Agreement shall govern.
 - 7.7.2 As between the Invitation For Bids and the SCDOT Standards Specifications, the Invitation For Bids shall govern, including all Supplemental Specifications and Addenda issued by the OWNER as part of the Invitation For Bids.
 - 7.7.3 As between any other Contract Document (except the Contractor's Response to the Invitation for Bids and the OWNER's Standard General Conditions), the other Contract Document shall govern.
- 7.8 Degree of Application: CONTRACTOR. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence section herein, the CONTRACTOR will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement will have the meanings indicated in the Invitation For Bid documents, including the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specially stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies and deduct from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER'S expenses and compensation for additional engineering services made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER. Should the CONTRACTOR default under its obligations in the performance of this Agreement and is terminated by the OWNER prior to Substantial Completion of the Work, the CONTRACTOR shall be liable to the OWNER for all actual, consequential and incidental damages as a consequence of CONTRACTOR'S default, including but not limited to, the additional cost to complete the Work under the approved schedule at the time of the CONTRACTOR'S default and any liquidated damages that may result from any resulting delay of the date of Substantial Completion.
- 8.6 The CONTRACTOR warrants to the OWNER and INSPECTOR that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.
- 8.7 If the CONTRACTOR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in the character of the Work to be provided in the Contract Documents, the CONTRACTOR shall promptly provide notice of a Claim to the OWNER and the INSPECTOR before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If the INSPECTOR determines that conditions differ materially and cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the Work, the INSPECTOR will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the INSPECTOR determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the INSPECTOR shall promptly notify the OWNER and CONTRACTOR in writing, stating the reasons. The failure of the CONTRACTOR to provide written notice of the nature of the Claim within the ten (10) days, and that the Claim may result in a delay or additional cost to the OWNER, is an absolute waiver of the CONTRACTOR'S right to any additional contract time or compensation because of such site conditions. This waiver applies notwithstanding the

OWNER' s actual knowledge and notice of the site conditions and/or CONTRACTOR's Claim associated with such site conditions.

- 8.8 Non-Appropriation: Any contract entered into by the OWNER resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 8.9 Indemnification: The contractor shall indemnify and hold harmless the OWNER, its officials, employees, temporary and leased workers and volunteers from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the Work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder..
- 8.10 Governing Law: This Agreement is to be construed in accordance with the laws of the State of South Carolina.

ARTICLE 9. INSURANCE.

At least ten (10) business days prior to CONTRACTOR'S start date Contractor shall provide OWNER a certificate of insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having a Best Rating of A-, VII or higher. All insurance shall be at Contractor's expense and be maintained throughout the contract period.

CONTRACTOR must have these same insurance requirements for any of its subcontractors, and verify them, or insure them under CONTRACTOR'S policies. CONTRACTOR shall provide and shall request insurers to provide the OWNER 30 days written notice of any cancelation, non-renewal or reduction in coverage. CONTRACTOR agrees the OWNER is covered by any provisions or limits in excess of the minimum requirements of this contract. The policies shall be noncontributory. Any deductibles or retentions are the responsibility of the CONTRACTOR. Any breach of this contract is material. The OWNER reserves the right to modify these requirements, including the limits.

The commercial general liability policy and the auto liability policy shall include: a) contractual liability b) a waiver of subrogation for the OWNER, its officers, officials, employees, leased and temporary employees and volunteers c) primary coverage even if the policy asserts it is excess, secondary or contingent and d) severability of interest.

The certificate shall name the OWNER, its officers, officials, employees, leased and temporary employees and volunteers as additional insureds with coverage as comprehensive as Insurance Offices Form CG 20 10 11 85.

CONTRACTOR shall obtain a commercial general liability policy with minimum limits of one million dollars per occurrence and two million dollars aggregate. The completed operations coverage shall extend at least two years beyond the completion date.

CONTRACTOR shall obtain a workers' compensation policy that provides South Carolina coverage ("Other States" coverage is unacceptable.) and employer's liability with \$500,000 limits per accident / per disease. Subrogation against the OWNER shall be waived for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, under seal. One counterpart each has been delivered to OWNER, CONTRACTOR and INSPECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____.

OWNER:

CONTRACTOR:

RICHLAND COUNTY

_____.

By: _____

By: _____

Its: County Administrator

Its: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

(INSPECTOR)

Designated Representative:

Designated Representative:

And
Richland County (OWNER)
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

APPENDIX - 2

SITE PHOTOS

Photos are available as a separate file under the solicitation document on the Procurement website.



**Richland County Council
Special Called
July 10, 2018 – 6:00 PM
Council Chambers**

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Jim Manning, Yvonne McBride, Dalhi Myers, Greg Pearce and Seth Rose

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trena Bowers, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Stacey Hamm, Ismail Ozbek, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Synithia Williams, Art Braswell, Stephen Staley, Shahid Khan, Michelle Rosenthal, Jamelle Ellis, and Bryant Davis

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson praised the Lord for all of the people getting out of the cave in Thailand.

2. **INVOCATION** – The invocation was led by the Honorable Norman Jackson

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Norman Jackson

4. **APPROVAL OF MINUTES**

- a. **Budget – 2nd Reading: June 14, 2018** – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as published.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. **Regular Session: June 19, 2018** –Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as published.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-1-**

- c. Zoning Public Hearing: June 26, 2018 – Ms. Myers moved, seconded by Mr. Malinowski, to approve the minutes as published.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** –Mr. Smith stated the following item needs to be added under the Report of the Attorney for Executive Session: Pending Litigation - Richland County, et. al. vs. South Carolina Department of Revenue.

Ms. Myers moved, seconded by Mr. C. Jackson, to adopt the agenda as amended.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Intertape Polymer Group, Inc. Property Donation
- b. Contract with Recreation Commission
- c. Contractual Matter: 911 Communications Center
- d. Richland County, et. al. vs. South Carolina Department of Revenue
- e. County Administrator Search Firms
- f. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- g. Personnel Matter: Clerk to Council Contract

7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing:** No one signed up to speak.

8. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. Health Savings Account –Dr. Yudice stated this item is the Health Savings Account for the upcoming health insurance plan year. The County will be expanding options for County employees by offering a Health Savings Account (a/k/a HSAs). These accounts have greater flexible over how employees use their healthcare dollars. They also provide tax advantages to save for future medical expenses. The contributions are made directly to an IRS approved trustee administering the account. The contributions can earn tax free interests. Employees can use these funds for qualified medical expenses. If funds are used by non-medical expenses, there is a 10% tax penalty for employees younger than 65 years. This is an additional benefit for County employees, in addition to the 2 health plans we have, the standard and the buy-up plan.

Ms. Dickerson inquired if this is the one where you can pay into it and when you have some additional expenses the insurance does not pay, you can use the card to pay for those medical expenses.

**Special Called
July 10, 2018**

-2-

Mr. Hanna stated it is, but this also has some additional options. Both the employer and employee can contribute to this type plan. Also, this is a plan that is portable. It belongs to the employee, so the employee can take these funds with them, if they decided to leave the County. They can also be used for other purposes, after you turn 65.

Ms. McBride stated, at one time, they had a health spending account where at the end of the year you would lose your money. With this it rolls over, so you never have to worry about losing your money.

Mr. Hanna responded in the affirmative. Unless, and until, you spend it, it remains your money. As Dr. Yudice said, this is an additional option, so employees can still select the buy-up plan or the standard plan. They can also still select the flexible spending account we have now.

Mr. Livingston inquired if this is a 100% employee contribution.

Mr. Hanna stated the IRS provides the option for the employee or the employer to contribute to the Health Savings Account.

Mr. Livingston inquired as to what our plan is doing.

Mr. Hanna stated they have not finalized the selection. We plan to recommend offering County contributions, if the savings will, at least, equal to the County's contributions. The Health Savings Plan costs less than the standard or the buy-up plan because the deductibles are higher, so it would be a lower costs for both the County and the employee.

- b. Transportation Penny Interns – Dr. Thompson introduced the Transportation Penny Interns to Council.

9. **REPORT OF THE CLERK OF COUNCIL**

- a. Doris Greene, US Census Bureau – This item was deferred until a future Council meeting.
- b. Richland County Recreation Commission Meet & Greet with Executive Director, July 12, 5:30 – 7:00 p.m., Adult Activity Center, 7494 Parklane Road –Ms. Roberts reminded Council of the Meet and Greet with the new Richland County Recreation Commission Executive Director on Thursday, July 12th at the Adult Activity Center.
- c. National Intern Day, July 26, 11:00 a.m. – 1:00 p.m., Transportation Penny Office, 201 Arbor Lake Drive – Ms. Roberts reminded Council of the National Intern Day event on July 26th at the Transportation Penny Offices.
- d. SC Association of Counties Institute of Government and Annual Conference, August 4 – 8 – Ms. Roberts reminded Council of the upcoming SC Association of Counties Institute of Government Classes and Annual Conference.
- e. NACo Annual Conference – Ms. Roberts reminded Council of the upcoming NACo Conference, which will be held July 13-16 in Nashville, Tennessee.

**Special Called
July 10, 2018**

-3-

10. **REPORT OF THE CHAIR**

- a. County Administrator Search Firms – Mr. Smith stated the last time this was discussed Mr. Hanna was briefing the Council on the options. He talked about whether you wanted to proceed with the State contract or not.

Ms. Dickerson inquired if the Councilmembers had received the information that Mr. Hanna emailed out yesterday regarding the firms.

Mr. Hanna stated, as reminded, there are firms that are on State contract, if the Council would like to use one of those firms. Also, there may have been some discussion about the possibility of meeting with or interviewing one or more of those firms. Council also has the option of going out on a RFP and soliciting responses from other firms.

Ms. Dickerson stated Mr. Hanna sent Council sent Council 2 options yesterday, and she believes we could consider 1 of those 2 firms.

Mr. Hanna stated, it is his understanding, any of the vendors that are on the State contract the Council could select, if the Council desires to do so.

Ms. Dickerson requested Mr. Hanna repeat the 2 that were sent out to Council yesterday.

Mr. Hanna stated he thinks the information that was sent out yesterday was a follow-up to the meeting. Two things he sent out were options about the process. One was from Minnesota's League of Cities and the other was from ICMA about the selection process. He also sent out a draft job description for the County Administrator, and a job description from Charleston County for the County Administrator. In addition, he provided the SC Code of Laws, as it relates to the County Administrator, and information from the County's ordinance, as it relates to the County Administrator. He states they have provided information before, as it relates to the vendors that are on State contract. He does not have the list handy, but Ms. Wladischkin may have them.

Ms. Myers stated the contractors, according to the email sent previously by Mr. Hanna, are Coleman Lew & Associates, Charlotte, NC; Find Great People, Greenville, SC; and Randy Frank Consulting, Connecticut.

Mr. Manning inquired why the Finding Great People's fee to initiate the search was \$1,500. Whereas, Coleman Lew & Associates was \$13,000 and Randy Frank Consulting was \$15,000. The percentage of the contract for the first year's salary related to the contract, two was 20% and one was 31%. He was unclear, since those percentages, to some degree, tracked, but the initiation fee, \$15,000/\$13,000 seemed to track, but the \$1,500 seems like a real outlier when the higher percentage was not that one.

Ms. Wladischkin stated she does not know why Find Great People would be so significantly less than the other two, but the fees come off of the first year's percentage of the salary. If you were to choose someone that any of those companies recommended, whatever the fee would be reduced off their percentage of the first year's salary.

Mr. Manning stated it does not really matter what the fee is. The only thing we should be looking at is the percentage of salary. In that case, given that two of them were 20% and one was 31% did Ms. Wladischkin see any reason for one to be twice again as high as the other two.

**Special Called
July 10, 2018**

-4-

Ms. Wladischkin stated she did not see anything that stuck out.

Ms. Dickerson inquired if we will be selecting one of these tonight.

Ms. McBride inquired as to what the going percentage rate was.

Ms. Wladischkin stated she is not familiar with any other search firm rates. She believes the last contract we had for County Administrator search was a flat fee. She stated she can do some research and submit the information to Council.

Mr. N. Jackson inquired about how many firms were on the State contract.

Ms. Wladischkin stated the 3 that were mentioned are the only ones on the State contract for Executive search firms.

Ms. McBride stated she did not know there were only 3 on the State list.

Mr. Manning stated he knows that one of these firms had done the recruitment for the successful candidate for Lexington County. He inquired as to which one that was.

Mr. Hanna stated he does not remember, but he could get that information.

Mr. Manning moved, seconded by Ms. Dickerson, to defer this item until Mr. Hanna brings back the requested information.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Hanna stated the firm Find Great People assisted Lexington County in their search.

Mr. Manning moved, seconded by Mr. N. Jackson, to enter into contractual negotiations with Find Great People firm, a firm on the State of South Carolina Procurement approved list, to assist the Richland County Council with the search for its next County Administrator.

In Favor: Malinowski, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and Rose

The vote in favor was unanimous.

Mr. Rose moved, seconded by seconded by Mr. Manning, to reconsider this item.

Opposed: Malinowski, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and Rose

The motion for reconsideration failed.

- b. Personnel Matter: Current Assistant County Administrator/Acting County Administrator – This item was taken up in Executive Session.

**Special Called
July 10, 2018**

-5-

- c. Personnel Matter: Clerk to Council Contract – This item was taken up in Executive Session.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – No one signed up to speak.
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- d. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters – No one signed up to speak.
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to defer the public hearing until the September 18th Council meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-019MA, Mohammad Tabassum, RU to NC (1.7 Acres), 7125 Monticello Road, TMS # R07600-02-25 [SECOND READING]
- b. 18-020MA, Robert L. Legette, NC to GC (.51 Acres), 441 Percival Road, TMS # R016712-06-03 [SECOND

**Special Called
July 10, 2018**

-6-

READING]

- c. 18-022MA, Scott Morrison, RU to RS-E (10.81 Acres), 204 Langford Road, TMS # R15200-05-02(p)
[SECOND READING]
- d. Using Public Funds on Private Roads: Hardship Options
- e. Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment
- f. Melody Garden Stream/Ditch Stabilization Design Professional Services Contract
- g. An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA)

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the consent items.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

13. **THIRD READING ITEMS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. C. Jackson moved, seconded by Ms. Myers, to defer this item until the September 18th Council meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski stated at the June 19th meeting there were some comments about “tweaking” the language regarding the authority for the Assistant County Administrator. He stated this is the same language that was at that meeting. He inquired if there was no need to change the language. He thought there was some concern about it.

Mr. Smith stated if the situation does not change. If there is no action taken, as it relates to delegating to

**Special Called
July 10, 2018**

-7-

the Assistant County Administrator the duties and responsibilities, then we have to tweak the language. He would suggest that Council give Third Reading and delete any reference to the Assistant County Administrator, and just leave it blank, until such time as you decide how you want to proceed.

Mr. Pearce stated he is not sure he is comfortable with that. We are talking about bonds, and a lot of money. We could not move forward on the bonds until that is corrected. You cannot leave something to just fill in the blanks. You would have to have a new motion.

Mr. Cromartie stated Council has the authority to proceed with the issuance of bonds. You can delegate the authority to the Chair, so that the bonds can be issued, and things can continue to move forward. That would be means by which to continue to move forward in the current situation.

Mr. Pearce inquired if Mr. Cromartie was suggesting the wording be changed, and the Assistant Administrator's name be removed, and the Chair's name be inserted. Mr. Smith's recommendation was to leave it blank.

Mr. Smith stated his recommendation was to delete any reference to the Assistant Administrator. Then, until you determine who you were going to delegate that to. What Mr. Cromartie is suggesting, at this point, is that responsibility can be delegated to the Chair, with the deletion of the Assistant Administrator.

Mr. Pearce stated, for clarification, that the document does not need to have a specific person referenced in the document.

Mr. Cromartie stated the ability to proceed forward with the issuance of the bonds can be taken by Council. Given that you are uncomfortable with leaving it blank, and he can appreciate that, he would recommend delegating that to the Chair. That would allow you to proceed forward, and not have the issue of leaving it blank.

Ms. McBride stated so we do not necessarily have to have an individual's name. She inquired if it could be delegated to the person that the County authorized. Therefore, if we have someone else doing it, rather than the Chair. If we have an Interim/Acting person, that person could do it; otherwise, if we use the Chair's name, that person would not be able to sign off.

Mr. Cromartie stated he would not delegate it to a named individual. It would be delegated to a position, so it would be the Chair, County Administrator, etc. It would be the authority given to someone in a position of authority from Council.

Mr. Manning stated he would like to move for 5-minute recess to allow the attorneys to confer. He stated Council does not make good decision when we are doing this on the fly.

Mr. Manning moved, seconded by Mr. C. Jackson, to take a 5-minute recess.

Mr. Rose inquired if the attorneys need 5 minutes.

Mr. Cromartie stated he believes they are okay.

Mr. Manning withdrew his motion for a 5-minute recess.

Special Called
July 10, 2018
-8-

Mr. Manning made a substitute motion, seconded by Mr. N. Jackson, to give Third Reading to “An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Chair of the Richland County Council certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski inquired of Mr. Cromartie if the language in Mr. Manning’s motion would be fine.

Mr. Cromartie responded in the affirmative.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. N. Jackson, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Manning moved, seconded by Mr. Malinowski, to give Third Reading to “An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Richland County Council Chair to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski stated his only question is when we approved bonding for EMS there were specifics given of what they needed, but on this particular one we just put “raising monies to establish, maintain and operate the fire system”. It does not give any specifics. He inquired if there any specifics they are trying to purchase with these funds.

Mr. Cromartie stated, his understanding, is the purpose for the not to exceed \$2 million was for CRFDC self-contained breathing apparatus and other things related to the division. We do know where the funding is to go.

Mr. Pearce stated the list was provided previously.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

**Special Called
July 10, 2018**

-9-

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Manning, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

Mr. C. Jackson stated, for clarification, in matters like this, where we have now assigned the task to the Chair, does it mean the Chair or the Chair's designee, or only the Chair. And, if the Chair is unable or unavailable to perform the duty does it now have to come back before Council to have some other position in its place.

Mr. Manning stated his thinking would be we elect a Chair and Vice Chair. The Vice Chair acts in absence of the Chair, so they would be able to act in the absence of the Chair.

Mr. Smith stated he thinks that would be correct.

Mr. Pearce stated he thought the Chair could designate.

Mr. Smith stated he thought the question was, "If the Chair isn't here...."

Mr. C. Jackson, for clarification, restated his question as follows: "Does this mean the Chair or the Chair's designee..." then, he said, "If the Chair is unavailable to do it..." It's really a two-part question. The first part of the question is would it be the Chair or the Chair's designee.

Mr. Cromartie stated, in this instance, it would be the Chair, or the individual with the authority in the position of the Chair, which would be the Vice Chair. That is why when we spoke earlier it went to the position, and not an individual.

Ms. Dickerson stated she is going to try to make herself available between now and December.

Mr. Pearce inquired, if Council were to secure an Interim Administrator, would they need to take this item back up?

Mr. Cromartie stated Council would not.

Mr. Pearce stated, for clarification, the Chair could designate the Interim Administrator.

Mr. Smith stated Council has already voted to designate the Chair to execute this series, as it relates to this bond issuance. At this point, Council has reconsidered that, so she can go forward and take that action, based on your direction.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the September 18th Council meeting.

**Special Called
July 10, 2018
-10-**

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

14. **SECOND READING ITEMS:**

- a. 18-021MA, Christopher Alford, CC-4 to CC-2 (2 Acres), 7430 Fairfield Road, TMS # R11904-02-05 [SECOND READING] – Ms. Kennedy stated this is not what it is supposed to be and the community has already expressed their concern about this before. She was led to believe it was something different from what it is going to be. It has been proven that it is just what the community thought it was.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to deny this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Authorizing the Expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters –Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski stated he went back and looked at the June 5th meeting, and did not find it listed in the agenda.

Ms. Onley stated it was taken up at the June 19th Council meeting.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

The vote was in favor.

- c. An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015 – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-11-**

15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

- a. An Ordinance Amending Chapter 17, Motor Vehicles In Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Rd. [FIRST READING]
– Mr. Pearce stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Review Section II(i)(2)(4) of County Ordinance 043-14HR, “If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not b be paved.” This seems to go against the way most items are done in our country, by majority, so why shouldn’t a majority also decide if a road should be paved or not? – Mr. Manning stated, it appears to him, as he reads it, that this is just a question. So, it looks like he is to answer the question yes or no, whether “This seems to go against the way most items are done in country, by majority, so why shouldn’t a majority also decide if a road should be paved or not?” He would appreciate some clarification on whether there is a motion here, and if it is what is the motion.

Mr. Malinowski stated his motion is that we change the ordinance, as it currently reads, so that 51% of the individuals in favor of paving a road can have the road paved.

Mr. Manning moved to send this back to committee, with that language, for the committee to consider.

The motion died for lack of a second.

Mr. Malinowski moved to direct staff to change the language, so that is will read that if 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.

Mr. Manning stated he will second the motion if he heard it correctly. The motion was to ask the staff to change this language on the agenda.

Mr. Malinowski stated to change it in the ordinance. To change Sec. II(i)(2)(4) of County Ordinance 043-14HR, so that it reads, “If 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.”

The motion died for lack of a second.

Mr. N. Jackson stated one of the main concerns he has when it comes to property owners, and right-of-way or easements...

Mr. Livingston inquired about what Council was discussing because there was no motion.

Ms. Dickerson stated this item came out of the D&S Committee with no recommendation. At this point, she stated she will entertain a motion on this item.

Mr. Rose moved, seconded by Mr. C. Jackson, to leave the ordinance as is.

**Special Called
July 10, 2018
-12-**

Mr. Rose inquired if this was Mr. Ozbek's area.

Mr. Ozbek stated it is his area, as well as Transportation.

Mr. Rose stated he was curious what other counties do in relation to this. He stated there are a lot of things he is concerned about. When you say property owner, what if there are 5 houses on a road, and 3 are owned by someone that rents and lives out of State. What if there are 4 houses on a road, and paving would be great, but you have someone that owns 2 houses and lives out of State. He assumes there was a reason this put in as 25%, and he is curious what other jurisdictions do. It sounds good, but the devil is in the details here. He is just very cautious about changing this. He would certainly welcome additional research.

Ms. Myers stated she agrees with the motion, as it stands, because one of the major issues you have to address is, the whole point of getting people's consent is there is a small taking of property from each of the property owners to expand these dirt roads wide enough to pave them. The reason it is such a high barrier is you have to convince the overwhelming majority to give up a piece of their land for a public use. Otherwise, it would be a taking, and we might get into whether or not we have to compensate all of those people. If we go to 51%, do we then compensate the folks who come back and say, "A simple majority now controls a sliver of my property." She thinks it is at the right place now, where you do not over burden people and take their property.

Mr. N. Jackson stated that was part of his argument. First, to change the ordinance we would have to have 3 Readings and a public hearing, so the public could have input on the takings of their property. When you take an easement, right-of-way, etc. to pave a road, people are giving up their property, and we are either paying them for it, or asking them to donate their property. At a certain point, if it is for the good of the public, we can condemn. In dirt roads, it is slightly different. It is not a simple majority because it has an effect on the citizens that live there. Some people do not want it paved. Some people have horses, and do not want their roads paved. That is why it is such a small amount. We can send it back to staff, and get the same information, or we can move on.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

The vote was in favor.

- c. Implementation of the proposed Bulk Item Collection Procedure – Mr. Pearce stated the committee forwarded this item without a recommendation. Staff has put a lot of work into this process and have come up with guidelines. There was some discussion on whether we wanted to implement this Countywide or do a pilot project. Staff supports moving forward with the plan.

Ms. McBride requested Mr. Braswell explain the bulk item collection vs. what is going on now.

Mr. Braswell stated currently residents have to call in to schedule bulk item pickup. The resident will call into the One Stop Program. One Stop will refer it to the Solid Waste Division. The Solid Waste Division will contact the hauler, and the hauler will contact the resident to schedule the collection. The goal is to make it easier for citizens, so they do not have to call in to have it picked up. Also, residents are not aware they have to call us and put things out by the road. The proposed procedure is to have the hauler

Special Called
July 10, 2018
-13-

pick up no more than 4 items every other week.

Ms. McBride inquired if there is a negative impact on picking up the bulk items at one time, in terms of how many different spots they can pick up in.

Mr. Braswell stated the proposal is to limit 4 items, per household, every other week. The concern you have is people putting out a lot more material, which could fill up the truck before it runs its entire route. We will have to watch and make sure the residents comply with the proposed bulk item collection.

Ms. McBride stated, for clarification, if they fill up the truck, those items they were not able to load on the truck would stay there until...

Mr. Braswell stated until the hauler gets back. The hauler would have to empty his truck and come back.

Ms. McBride inquired as to who would be collecting the bulk items seeing as there is so much material. Would you have to have a certain type of truck? Or would this impact smaller services that collect.

Mr. Braswell stated, right now, they have 4 haulers that service the 8 service areas. They would be the ones responsible for collecting the material. Some of the haulers have clamshell trucks where they can pick up materials like that already. Other are using their rear loaders, so it may limit how much they could pick up at any one time. The goal is to limit the amount, so they would be able to run a normal route without having a problem.

Ms. McBride inquired staff has discussed this with the haulers.

Mr. Braswell stated they have spoken with the haulers.

Ms. McBride inquired as to their opinion of it.

Mr. Braswell stated most of them are supportive. A lot of them like the current process of calling in because it lets them know what is out there on the curb before they go pick it up. They do have some haulers that are already picking up stuff like this, even though it is outside our ordinance. Most of the haulers say they could work with the County to do it.

Ms. McBride stated her concern is that she has not heard from those that have concerns about it, and the impact it has on them.

Mr. Braswell stated the biggest concern is the end of semesters at the colleges where they put out a lot of materials at one time. Also, when there is an eviction and a lot of materials. Normally those are tagged because the haulers cannot pick them up. A lot of the material cannot be picked up, and they are not calling for pickup. We usually go through an enforcement process with the homeowner or resident, if they are putting materials out there that should not be out there or too much. Right now, the haulers we have discussed it with said they can work with us, and make it work.

Mr. Manning stated Mr. Braswell said there were 4 haulers. And he said, most of the ones you talked to.

Mr. Braswell stated it was discussed with all of them. All of them said they could work with us, and do

Special Called
July 10, 2018
-14-

what we are proposing. Some of them had concerns about the amount of materials that was going to be placed by the road.

Mr. Malinowski stated he does not know if there is more than one guideline pamphlet for the residents, but the one he has says you will put such items out by the curbside the 2nd Monday of the month and it will be picked up by Friday. It says nothing about calling in. It just gives a process whereby to put these items out there. It seems like we are already doing it, unless that is something that is outdated, and new things have been sent and he did not get it.

Mr. Braswell stated the booklet Mr. Malinowski has is outdated. About 3 – 4 years ago they changed the process. He stated they are preparing to revise the booklet, but wanted to wait until this process has been approved.

Ms. Dickerson stated there are several neighborhoods she has that she has passed by and there are mattresses on the road for over 2 weeks. That is so irritating when you have to go through your communities and see all these mattresses and trash cans by the road. The enforcement on this whole item is really making a lot of neighborhoods look like a trash can, especially where there is rental properties.

Ms. Kennedy stated she knows firsthand they do not pick it up. It sits out there forever, and they put a tag on it and tell you to take down to the dump.

Mr. Braswell stated that is what they are hoping this process will address.

Mr. N. Jackson stated we have developed a clean sweep, at least once a year, and that has helped a lot.

Mr. Braswell stated the clean sweeps occur every weekend, but the County is so large.

Mr. N. Jackson inquired how often the haulers will pick up with this proposal.

Mr. Braswell stated the proposal is to collect bulk items twice a month.

Mr. N. Jackson inquired if the proposal is based up the need, or could it be done once a month.

Mr. Braswell stated the problem with once a month is getting into the issue of too much material in the road for the trucks.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the implementation of this process with a 6 month review to determine if it is viable or not.

Mr. Manning made a substitute motion, seconded by Mr. C. Jackson, to defer this item until the September 18th meeting. He stated he would like an opportunity to have someone come and talk at the regularly scheduled neighborhood meetings in his district, and hear what the neighborhoods have to say about the proposed process.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

**Special Called
July 10, 2018
-15-**

The vote in favor was unanimous.

- d. Property donation offer, TMS # R17400-03-23 – Mr. Pearce stated the committee recommended Council respectfully decline the offer to accept the property. This was an overgrown detention pond.

Mr. N. Jackson stated the problem he sees with denying the offer is the homeowners' association will stop paying taxes, and the property will be left there. No one will want to purchase it, and they do not have to maintain it. The problem comes with the development community when they are developing a property, and they have a retention pond. You purchase a home, then you realize you have to pay upkeep for a retention pond. When you purchase property in a subdivision, the County inspects the road, and the County takes over and maintains the roads. The homeowner purchases a house, and they are stuck with maintaining a retention pond. The developer does not tell them that. It is not in their document when they purchase a property, and they are stuck with this bill. What has started to happen is that they decide not to pay taxes on that property, and it is abandoned. It is an eyesore and causes problems. The taxpayers are coming to Council because we approve these development, and we do not hold the developer or the contractor responsible for the disposal of the property. Our constituents are going to call us to find out what they can do. We have to cut the ditches for the water to run by the roadway, so we have proper drainage. When it comes to these retention ponds, it is similar. If it is not maintained it can cause major problems.

Dr. Yudice stated, for clarification, this is a retention pond that is near a commercial business on Killian Road. Mr. Ozbek inspected it, and it is not in a residential development.

Mr. N. Jackson stated residential or commercial we have to hold someone responsible because if they stop paying taxes on it, then no one owns it.

In Favor: Malinowski, Myers, Pearce, Kennedy, Dickerson, Livingston, Rose and McBride

Opposed: N. Jackson

The vote was in favor.

- e. Richland County Storm Drainage Easements within City of Columbia Limits – Mr. Pearce stated the committee recommended Council grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the problem relates to the manner in which the City is annexing property. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed prior to the annexation. He stated if we were to accept what the City wants we were talking about potentially millions of dollars.

Mr. Ozbek stated the cost estimate on one property was \$400,000. There are literally thousands of drainage easements, for different purposes.

Ms. Myers inquired if the majority of these, when the City annexed them, the County stopped maintaining them, and the City did not undertake maintenance; therefore, they have fallen into disrepair. And, what has now happened is the City wants the County to essentially go back and repair these drainages, and infrastructure, from the time they annexed, but did nothing to keep them up.

**Special Called
July 10, 2018
-16-**

Mr. Ozbek stated that is correct.

Mr. Pearce stated, for clarification, that is why we have included the piece about annexation. If there was better discussion, in advance, about annexation, some of these things could have been avoided and worked out.

Mr. N. Jackson stated the City annexes an area, but neglects to annex the ditches. So, we are supposed to continue to maintain these ditches, and that is an annexation problem.

Mr. Manning stated the motion made reference to a meeting with the City. He inquired if that is referencing the next joint Councils meeting.

Mr. Pearce stated we would be willing to discuss a better method. It just says, we believe a part of the problem is the manner in which they annex, and the County would be willing to meet. It does not specify anything about a joint meeting.

Mr. Manning stated, when you were saying the County would be willing to meet, is that referencing our next joint Councils meeting, maybe?

Mr. Pearce stated it did not address that. When they are told we are not going to do this, that we would say staff would be willing to meet with them.

Mr. Manning stated he knows we have been having joint Council meeting, in the past, and he thought this might be an item for the next Councils meeting.

Mr. Pearce stated it could be. When they discuss it with the City, the City may say, "When do you want to do this?" and that could be a possibility.

Ms. Myers stated the staff's recommendation is pursuant to an Attorney General opinion, and not just our reflexive desire not to help the City. There is an opinion that says the municipality, and not the County is responsible for maintenance, and repair, of the roads located inside its corporate limits. It goes on to discuss annexation, and who is responsible when.

Ms. Kennedy stated the City is continuously annexing property without discussing it. They need to be responsible for what they annex.

Mr. N. Jackson stated we have several differences with the City of Columbia. Over the years, it continues to grow. We talk about it, but we have not met. He stated he made a motion last year, and he made a motion again this year, to have a roundtable discussion with the City Council members to iron out whatever difference we have, and move forward. We have staff make discussions, but at least once a year there needs to be a roundtable to discussion to address these situations.

Ms. Kennedy stated she made the discussion motion at the last joint meeting we had, and they said they would not be annexing stuff without discussing it. A month afterward, they annexed part of District 7 into the City.

Mr. Pearce restated the motion to grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the

Special Called
July 10, 2018
-17-

problem relates to the manner in which the City is annexing these properties. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed, prior to the annexation.

In Favor: Malinowski, C. Jackson, Pearce, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Council Motion: Guidelines for dedications at the Decker Center – Mr. Manning stated this item is a Council motion. The motion is “Guidelines for dedications at the Decker Center”. He was unclear as to what an “aye” or “nay” vote on that would be. The briefing document gave a good deal of information, which included “move to establish guidelines for dedications at Decker Center, to include how they will be funded.” The alternatives, in the agenda packet on p. 147, was to consider the motion and proceed accordingly or to consider the motion and not proceed. The staff recommendation, on p. 148, was that Council may consider forming a small committee with representation from Council.

Mr. Rose moved, seconded by Mr. Malinowski, to follow staff’s recommendation to form a committee to present guidelines to full Council.

Mr. Manning made a friendly amendment to include dedications at any Richland County building.

Mr. C. Jackson stated, for clarification, if this means we will not do any future dedications until those guidelines have been approved by Council.

Mr. Rose stated, in his opinion, until guidelines are in place, if a majority of Council wanted to do something, they would have the ability to do so. Guidelines would be helpful in guiding us, going forward.

Ms. Dickerson stated we need some guidelines on this this because we are getting requests to do dedications, and we have not set any guidelines, as to how we would do them (i.e. expenses).

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

-  b. FY18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-18-**

17. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to DPX Technologies, LLC; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Livingston stated this somewhat of a unique project. This is a firm that got started by a USC Chemistry Professor. Then, it moved to Midlands Technical College Incubator, and now they are moving into the Research Park.

18. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

19. **NOTIFICATION OF APPOINTMENTS**

- a. Accommodations Tax – Fiver(5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat) – Mr. Malinowski stated the committee recommended appointing Mr. James Tyler Burns for the at-large vacancy, and re-appointing Mr. Bill McCracken for the Hospitality Industry vacancy.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

- b. Business Service Center Appeals Board – 1 (Applicant must be an attorney) – Mr. Malinowski stated the committee recommended appointing Mr. Marcus J. “Marc” Brown.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry) – Mr. Malinowski stated the committee recommended appointing Mr. George Whitehead to the at-large vacancy.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-19-**

20. **REPORT OF THE BLUE RIBBON COMMITTEE**

- a. A Resolution to approve the purchase of the remaining 54 properties, substantially damaged by the 2015 flood, as the owners and County complete all necessary due diligence – Mr. Pearce stated this is a follow-up item to the June 19th meeting. As you recall, we approved 20 properties for buyout that due diligence had been completed. The item before Council tonight is a resolution to purchase the remaining 54 properties substantially damaged by the 2015 floods, as soon as the owners and County complete all necessary due diligence.

Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Myers, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

21. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Decker Boulevard/Woodfield Park Neighborhood Improvement Project was denied TAP Grant Funding – Mr. C. Jackson stated this item was received as information.
- b. Transportation Penny Funds will be utilized to pay for closing Devine Street and Gadsden Street Railroads – Mr. C. Jackson stated the recommendation is to approve the cost design fee, not to exceed \$35,000, for the railroad crossing closing Devine Street and Gadsden Street, pending the determined cost, or allowable expenditures, within the penny funds.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and Rose

The vote in favor was unanimous.

- c. Crane Creek Neighborhood Improvement Project – Mr. C. Jackson stated the recommendation was to approve the recommendations of the PDT to go forward with the design study.
1. Approve the Executive Summary from the Public Meeting
 2. Approve the Recommended Designs
 3. Approve the Design Contract for the OETs

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
July 10, 2018
-20-**



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Sandra Yúdice, Ph.D., Assistant County Administrator
Dwight Hanna, Director
Department: Human Resources
Date Prepared: April 10, 2019 **Meeting Date:** April 23, 2019

Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM
Committee	Administration & Finance	
Subject:	Total Rewards Implementation	

Recommended Action:

Staff recommends County Council adopt the recommendations of the Total Rewards Study (TRS) and support the actions necessary for Richland County Government (RCG) to become an Employer of Choice.

Motion Requested:

Move to accept staff's recommendation to adopt a total rewards philosophy and strategy and implement the recommendations of the Total Rewards Study in phases through the budget process over the next several years. This will include efforts and actions by departments, supervisors, and employees focused on moving RCG towards an Employer of Choice.

Request for Council Reconsideration: Yes

Fiscal Impact:

Investment in implementation of the Total Rewards program may require approximately \$11.4 million dollars plus associated benefits. These costs include \$1.4 million plus associated benefits to bring employees to the minimum of the new pay ranges, and \$10 million plus associated benefits to make wages more competitive with the Market Rate. These numbers will be fluid as a result of changing employees' salaries because of personnel transactions such as: new hires, retirements, resignations, promotions, etc.

Motion of Origin:

N/A

Council Member	
Meeting	
Date	

Discussion:

Staff briefed County Council on the Total Rewards Study (TRS) during the 2019 Council Retreat as well as provided a more a detailed presentation during a Council Work Session held on March 19, 2019.

Achieving Employer of Choice status will require significant investment and follow up by management, greater accountability for all levels of staff, proper training for and engagement by all employees. By adopting the TRS recommendations, Council will authorize the following:

- Accept the Total Rewards Study Final Report
- Adopt the Employer of Choice Strategy
- Adopt the Total Rewards Focus
- Authorize the Director of Human Resource Services Department to coordinate the necessary analysis, management, training, accountability and follow up on the responses in the Employee Engagement Survey with departments and employees
- Authorize the Director of Human Resources to assign job classifications to the appropriate pay ranges based on appropriate market rate data, internal equity and other relevant job classification information
- Approve the proposed pay structure ranges
- Authorize the County to invest up to \$11.4 million plus associated benefits in the realization of the TRS Program during FY 2019/2021
 - \$1.4 million plus associated benefits to bring employees up to the minimum of the proposed pay structure ranges
 - \$10 million plus associated benefits to make employees' wages more competitive with the Market Rate for their respective jobs considering their years of experience with Richland County Government

Attachments:

1. Total Rewards Study PowerPoint
2. Total Rewards Summary Report

Support County Council's Mission and Vision

MISSION STATEMENT:

The mission of the government of Richland County, South Carolina, is to provide essential services, efficiently and effectively, in order to improve the quality of life for its citizens. Richland County Government shall be accessible to all and shall provide cordial, responsible assistance and information in a prompt, equitable, and fair manner. This mission shall be achieved with minimal bureaucracy, with integrity, and within the parameters and power set forth in applicable federal, state, and local laws.

VISION STATEMENT:

Richland County will be a model community for the State and nation. Our county will be a safe, diverse, and sustainable community, with a thriving economy that provides opportunities for all residents to live, work, learn, and grow.



TOTAL REWARDS JOURNEY STUDY FINAL REPORT

Presented by

T. Dwight Hanna, Director of Human Resource Services Department

GOOD NEWS!

**IT'S NOT
Just
ABOUT
THE MONEY**

BAD NEWS!

It's More Difficult
Than Just Spending
Money

&



Richland County Government
Confidential and Privileged

WHY TOTAL REWARDS?

- Reinforce the mission, vision and values of RCG
- Create appropriate competitive advantage for attracting and retaining qualified employees
- Enhance the employee experience with RCG
- Reduce the financial investments necessary
- Offer and communicate rewards which meet the needs of a diverse work force
- Position RCG as an Employer of Choice



WHAT DO TODAY'S EMPLOYEES WANT?

- Competitive wages
- Career development opportunities
- User friendly technology
- Relationship with supervisor
- Reputation of organization
- Civility
- Active listening
- Procedural justice
- Workplace flexibility
- Mental Health
- Work assignments
- Job security
- Accountability
- Health Insurance
- Wellness
- Safety
- Recognition
- Choice



TOTAL REWARDS MAJOR COMPONENTS

- Custom Employer Survey - Peer Group
 - Specific comp, benefit, retirement, work-life questions
- Employee Engagement Survey
 - Conduct Employee Climate Survey and Use Demographic Data
 - Conjoint Analysis
 - Total Rewards Strategy Session
- Classification and Compensation Data Analysis
 - Labor market—lose to/draw from
 - Specific public and private entities
 - Scope and demographics
- Total Rewards Programs and Practices Analysis



TOTAL REWARDS EXECUTIVE SUMMARY

- Achieve and Maintain Desired Positioning vs. Market
 - Internal vs. external pay competitiveness
 - Compensation competitiveness against peers
 - Employee and retiree benefits competitiveness with peers
- Address wage Compression
- Engagement Process with All Departments
 - HRSD began the process with a TRS Committee to gain employee feedback
 - HRSD moved into the department consultation phases with over 100 meetings between HRSD and Department Heads or their designees
 - HRSD will be partnering these groups for the multi-year implementation phases of the project



WHAT IS THE CUSTOM EMPLOYER SURVEY?

- This custom survey of total rewards programs and practices was sponsored by Richland County, South Carolina and conducted by Buck (formerly Conduent HR Consulting) between June and August 2018.
- The primary objective of the survey was to gather benchmark information from selected organizations about compensation, benefit, and human resource programs and policies to determine competitive market practices for hiring, retaining, and rewarding employees.
- This information will enable the County to assess and improve its programs and policies.
- Finding the right mix and delivery of total rewards is essential to creating an organization in which employees can build a successful career and individuals want to join.



WHAT IS THE EMPLOYEE ENGAGEMENT SURVEY?

- Approximately 50% of RC employees responded to the survey, which was **higher than expected and more than previous RC engagement surveys.**
- **The survey was split into six major sections:**
 - About You (Demographics)
 - Your Experience
 - Your Benefits and Compensation
 - Your Career
 - Your Work Environment
 - Anything Else? (Miscellaneous)

Survey Reveals Gaps in Employer of Choice Status



Sample Question 1

Q9: Why do you still work at Richland County? What motivates you to come to work each day?(Check all that apply)

Overall Results

N=1218

Benefits	Career	Compensation	Culture	Work Environment	Co-workers	Other reasons
33%	52%	17%	12%	33%	37%	25%

Results by Employee Group

	Benefits	Career	Compensation	Culture	Work Environment	Co-workers	Other reasons
Director	29%	50%	17%	17%	29%	17%	50%
Manager	39%	55%	17%	12%	34%	35%	34%
Supervisor	32%	63%	14%	10%	29%	33%	25%
Exempt Employee	32%	57%	21%	17%	42%	43%	21%
Non-exempt (hourly) Employee	34%	48%	18%	12%	35%	40%	24%
Prefer not to say	31%	47%	11%	10%	19%	25%	25%



EMPLOYEE ENGAGEMENT SURVEY EXECUTIVE SUMMARY

- One of the final questions asked, “Suppose you were in charge for a day and could make one change to make Richland County an even greater place to work. What would you do?” Thematically, the most frequent responses were:
 - More opportunities for career advancement
 - Additional paid and unpaid time off
 - Flexible work arrangements
 - Compensation aligned with the market



PAY INCREASE HISTORY



*Employees did not receive pay increase this year



WHAT ARE PERCENTILE WAGES

What are Percentile Wages?

The percentile wage estimate is the value of a wage below which a certain percent of workers fall.

The following table provides an example of an occupation's percentile wages:

Percentile	10%	25%	50% Median	75%	90%
Annual Wage	\$22,880	\$31,200	\$41,600	\$49,920	\$60,320

The annual wage estimates in this example indicate that:

- 10% of employees earn less than \$22,880 per year; therefore the remaining 90% earn more than \$22,880 per year.
- 25% earn less than \$31,200; 75% earn more than \$31,200.
- 50% earn less than \$41,600; 50% earn more than \$41,600 (The 50th percentile is called the Median).
- 75% earn less than \$49,920; 25% earn more than \$49,920.
- 90% earn less than \$60,320; 10% earn more than \$60,320.



www.bls.gov

CLASSIFICATION AND COMPENSATION ANALYSIS

Benchmark Analysis

- Buck conducted a competitive benchmarking analysis comparing the County's pay practices for a representative sampling of jobs ("the benchmark jobs") against defined labor markets.
- Buck worked with Richland County to determine the primary labor markets against which the County competes for talent. In addition, Buck and Richland County worked to identify secondary labor markets that the County should be aware of, against which they may compete for talent.



CLASSIFICATION AND COMPENSATION ANALYSIS

Salary Structure

- Based on the market values for the benchmark positions, a competitive salary structure was developed and positions slotted based on their market value and in consideration of internal alignment. The end result is a salary grade and range assignment for each position at the County.
- Richland County's compensation structure consists of:
 - 18 grades
 - Midpoint progression (percent increase from grade midpoint to midpoint) that is 10% at the bottom of the structure, 12% in the middle grades, and 15% at the higher grades.
 - Range spread of 60% (percent difference from minimum to maximum) at the bottom half of the structure, moving to 80% at the higher grades, maintaining a strong link to market data, while allowing for internal equity at Richland County.



Proposed Pay Structure Ranges

Grade	Salary Range					Midpoint Progression	Range Spread
	Min	1st Quartile	Midpoint	3rd Quartile	Max		
18	\$119.5	\$143.4	\$167.3	\$191.2	\$215.1	1.15	80%
17	\$103.9	\$124.7	\$145.5	\$166.3	\$187.1	1.15	80%
16	\$90.4	\$108.4	\$126.5	\$144.6	\$162.7	1.15	80%
15	\$78.6	\$94.3	\$110.0	\$125.7	\$141.4	1.12	80%
14	\$70.2	\$84.2	\$98.2	\$112.3	\$126.3	1.12	80%
13	\$62.6	\$75.2	\$87.7	\$100.2	\$112.8	1.12	80%
12	\$55.9	\$67.1	\$78.3	\$89.5	\$100.7	1.12	80%
11	\$49.9	\$59.9	\$69.9	\$79.9	\$89.9	1.12	80%
10	\$44.6	\$53.5	\$62.4	\$71.3	\$80.3	1.12	80%
9	\$42.9	\$49.3	\$55.7	\$62.2	\$68.6	1.1	60%
8	\$39.0	\$44.8	\$50.7	\$56.5	\$62.4	1.1	60%
7	\$35.4	\$40.7	\$46.1	\$51.4	\$56.7	1.1	60%
6	\$32.2	\$37.0	\$41.9	\$46.7	\$51.5	1.1	60%
5	\$29.3	\$33.7	\$38.1	\$42.5	\$46.9	1.1	60%
4	\$26.6	\$30.6	\$34.6	\$38.6	\$42.6	1.1	60%
3	\$24.2	\$27.8	\$31.5	\$35.1	\$38.7	1.1	60%
2	\$22.0	\$25.3	\$28.6	\$31.9	\$35.2	1.1	60%
1	\$20.0	\$23.0	\$26.0	\$29.0	\$32.0	--	60%



DEPARTMENTAL SUMMARY RESULTS

Market Analysis: Findings

- Base salaries for sixteen (16) departments are at or below the 25th percentile of the market, in aggregate.
 - Base salaries for eleven (11) departments are competitive with the 50th percentile, in aggregate.
 - Two (2) departments, Administration and Coroner, are competitive with the 75th percentile of the market.

Department	# Inc	Base Variance		
		25th	50th	75th
Administration	2	36.6%	21.4%	5.3%
Animal Services	8	-8.3%	-17.1%	-25.7%
Auditor	5	-1.1%	-11.6%	-21.3%
CASA	2	-5.7%	-16.4%	-27.3%
Clerk of Court	23	4.5%	-5.3%	-18.0%
Community and Government Service	1	4.5%	-10.4%	-17.6%
Community Planning and Development	33	11.5%	-2.0%	-12.8%
Coroner	2	38.3%	27.1%	6.7%
Detention Center	157	-12.5%	-18.0%	-23.3%
Economic Development	2	27.3%	5.5%	-7.8%
Emergency Medical Services	126	12.4%	-0.3%	-10.4%
Finance	19	0.2%	-10.7%	-20.8%
Human Resources	7	-6.4%	-16.7%	-25.9%
Information Technology	15	8.3%	-2.7%	-13.4%
Legal	6	7.5%	-3.7%	-16.1%

Department	# Inc	Base Variance		
		25th	50th	75th
Magistrates/Court Administration	54	-5.4%	-16.1%	-26.9%
Master In Equity	2	18.5%	5.9%	-6.0%
Ombudsman	6	-2.2%	-12.5%	-22.0%
Operational Services	43	-8.2%	-19.6%	-30.1%
Probate Court	7	6.2%	-6.9%	-17.5%
Public Defender	47	-13.9%	-23.8%	-33.4%
Public Information	3	-0.4%	-10.5%	-22.0%
Public Works	42	-18.5%	-24.6%	-31.2%
Risk Management	5	-0.3%	-12.6%	-22.8%
Sheriff	222	-7.1%	-13.6%	-21.0%
Solicitor	18	-3.6%	-10.3%	-16.9%
Transportation Penny	2	14.4%	2.1%	-9.7%
Treasurer	5	2.6%	-11.1%	-22.7%
Utilities	8	2.0%	-10.9%	-23.6%
Total	872	-4.0%	-12.8%	-21.4%



STAFF REQUESTS OF COUNTY COUNCIL

- Accept TRS
- Endorse Employer of Choice Strategy
- Endorse Total Rewards Focus
- Authorize County Administrator and Director of Human Resources Authority to Analyze and Follow Up with Employees and Departments on Findings in Employee Engagement Responses
- Authorize Director of Human Resources Authority to work with Consultant to Finalize Multi-Year Implementation Plan with Cost Projections



NEXT STEPS – MARKET COMPETITIVE COMPENSATION

- Current Implementation Steps:
 - January 2019- Implement **2% pay** increase county-wide – **\$1.8 million** + contributions
 - Bring employees **to minimum** of new pay grades -**\$1.4 million** + contributions
 - Finalize plan details to move employees **within structure based on years** of experience – **\$10 million** + contributions



NEXT STEPS

- Present their Employee Engagement Survey Responses to Department Heads
- Follow up on Employee Engagement Survey Responses with Employees
- Develop Training and Guidelines for Departments to Follow up on Employee Engagement Survey
- Present Final Report to Department Heads on TRS
- Present Final Report to Employees on TRS
- Develop an Action Plan for Follow Up and Implementation



DRAFT STRATEGIC PLAN

FY 2019	FY 2020	FY 2021
Update JDs, Org Charts and Job Titles	Design Career Paths	
Determine Funding and Implementation Rules	Decide on Cultural Changes for Employer of Choice	
2% Cola Increase		
Evaluate and Develop Policy Changes	Present Policy Design Changes to Council	Finalize Policy Change Implementation
Design Succession Development Management Program	Implement Succession Development Management Program	Sustain Succession Development Program
Request \$1.4 Million to Bring Employees to Minimum	Request \$9.5 Million to Move Employees Within Structure – multi-year plan	Continue to Implement
Finalize Implementation Details for Market Rate Increases in TRS		



Richland County, South Carolina

Total Rewards Study
Summary Report of Findings
December 21, 2018

Table of Contents

- Background 3
- Executive Summary 5
- Project Workstreams
 - Career Architecture 8
 - Market Analysis 12
 - Salary Structure 19
 - Custom Market Survey 28
 - Employee Opinion Survey 36
 - Benefits Review 41
 - Talent Development Review 67
- Next Steps 75
- Appendices 77

Background

- Richland County engaged Buck Global, LLC to conduct a Total Rewards Assessment to ensure that the County can effectively recruit and retain a high performing workforce within the labor markets that it competes for talent.
 - Buck is one of the world’s leading HR and benefits consulting, administration, and technology companies.
- Buck conducted research and analysis within the following project elements to support the assessment and design of Richland County’s delivery of Total Rewards to include Compensation, Benefits, Work-Life Effectiveness, Recognition, and Talent Development¹:
 - Career Architecture Development
 - Market Analysis
 - Salary Structure Development
 - Custom Total Rewards Programs and Practices Survey
 - Employee Opinion Survey
 - Talent Development Review
 - Benefits Review
 - Communications Strategy Support
- Buck has developed final reports of findings for each project element described above, which have been delivered to Richland County under separate cover.
 - A catalog of titles and delivery dates for these final reports of findings is included in this report as Appendix A.
- The following summary report presents Buck’s overall findings and recommendations across Richland County’s Total Rewards program.

¹ Richland County did not engage Buck to conduct a performance management assessment

Background

Project Elements	Goals and Objectives
Career Architecture	<ul style="list-style-type: none"> • Career Architecture to ensure consistent leveling of jobs across the organization while accommodating differences in competitive job markets and prevalent pay levels.
Market Analysis	<ul style="list-style-type: none"> • Compensation Market Analysis to understand Richland County’s pay practices against the markets within which they compete for talent.
Salary Structure Development	<ul style="list-style-type: none"> • Salary Structure Development, which is both competitive with the external market and supports internal equity to manage jobs at Richland County.
Custom Total Rewards Programs and Practices Survey	<ul style="list-style-type: none"> • Custom Market Study to assess the competitiveness of the total rewards (pay, benefits, and related practices) provided to County employees based on a survey of up to 30 peer organizations.
Employee Opinion Survey	<ul style="list-style-type: none"> • “Voice of the Employee” survey to assist the County in measuring and understanding employee engagement, attitude, motivation and satisfaction with County programs and culture and support the Buck team in developing recommendations tailored to the County’s workforce.
Talent Development Review	<ul style="list-style-type: none"> • Talent Development Review to assess, compare and determine whether the County’s programs align with best practice as well as reflect employee preference (as measured in the Employee Opinion Survey).
Benefits Review	<ul style="list-style-type: none"> • Benefits Review to assess, compare, and determine whether the County’s programs are market competitive, better than market, or worse than market.
Communications Strategy Support	<ul style="list-style-type: none"> • Communications Support to develop a comprehensive communication strategy that recommends the most effective channels for socializing the total rewards study changes with all audiences/stakeholders. • “Train-the-trainer” session for County presenters to help them understand the changes, ask questions and know what they can do to support a culture of accountability.

Executive Summary

Executive Summary

- Buck recommends that Richland County adopt a total rewards philosophy and strategy. Doing so will provide the County with guiding principles and standards that can be used to assess alternatives and make justifiable adjustments and improvements to its total rewards program and practices.
- Compensation levels at Richland County are, in aggregate, at the 25th percentile of the markets against which the County competes for talent, while Richland County seeks to target the 50th percentile of the market.
 - Richland County’s market position is due, in part, to the fact that the County has not provided consistent, ongoing pay increases, when peer organizations have awarded a median total pay increase of between 2.0% and 2.3% annually since 2016.
- To ensure that the County can continue to engage and retain high quality employees, Buck and Richland County partnered to develop a salary structure that targets the 50th percentile of the market.
 - The estimated cost to bring all salaries at Richland County to the minimum of the salary range is \$1,810,000, which decreases to \$1,407,600 after the planned 2.0% county-wide salary increase in January 2019.
- Richland County sought a career oriented compensation program as an important talent management tool that would support Career paths within job families, internal equity across the organization, and hierarchy definitions.
 - Based on input from stakeholders across the County, Buck and Richland County partnered to develop a Career Architecture, defining Career Groups and Career Levels, which will support career development for employees at the County.

Executive Summary

- Overall, Richland County's benefit programs and policies compare favorably against the market. The County's comprehensive benefit program, generous retiree health care benefits and a variety of work schedule options are particularly strong and are valued by employees.
 - The main benefit area in which the County lags the market is the 90-day benefit eligibility waiting period.
- Talent development and recognition programs at Richland County compare favorably to market practices.
 - The majority of Richland County employees feel that they are provided the necessary training to do their jobs efficiently.
 - Richland County may consider implementing formal processes in the areas of Workforce Planning and Recruiting and Onboarding.
- When receiving communications about pay and benefits, employees prefer their Richland County email over other modes of communication.

Career Architecture

Career Architecture: Findings

- As part of the Total Rewards Study, Buck and Richland County collaborated to build a Career Architecture, which is an internal job evaluation methodology designed to support career advancement opportunities within Richland County.
- Clear career paths are not consistently defined at Richland County, and key stakeholders including County Human Resources, Department Heads, and employees have expressed the desire to have a career-oriented compensation program that will support career development.
- A career-oriented compensation program will:
 - Help Richland County integrate decisions on pay, performance, and advancement.
 - Support compensation at the County as a talent management tool and not simply a technically correct way to deliver pay.
 - Help facilitate both lateral and vertical moves within and across departments.
 - Enhance employee understanding of the roadmap to pursue current and potential opportunities.
- Career groupings and level definitions are driven by metrics including scope and responsibility, education requirements, years of experience, and supervisory responsibility.
 - Richland County and Buck worked together to define the groupings and level definitions within the Career Architecture
- Detailed information on the Career Architecture may be reviewed in the **Richland County Career Architecture Level Guide**, which was finalized in November 2018.

Career Architecture: Findings

Richland County's Career Architecture consists of five Career Groups within which Career Levels are defined and all jobs are assigned.

- **Management: Managers of People**
 - Achieves objectives primarily through the coordinated achievements of direct reports
 - Requires formal supervisory responsibility, manages units of varying size and complexity
- **Knowledge Workers: Professional Level Individual Contributors**
 - Typically without formal supervisory responsibility
 - Have mastered the essential, core knowledge
- **Administrative Support: Administrative Process and Organization Support**
 - Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training
 - No formal supervisory responsibility
- **Technical and Trades: Skilled Trades, Technical and Operational Support**
 - Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training
 - No formal supervisory responsibility
- **Public Safety: Law Enforcement, Emergency Services**
 - Enforces and/or complies with federal and state laws and County ordinances relating to public safety and welfare.
 - Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training
 - No formal supervisory responsibility

Career Architecture: Recommendations

Buck recommends that:

- Richland County implement the Career Architecture as the foundation for a career-oriented compensation program at the County.
- Richland County maintain the Career Architecture by adhering to the process of placing jobs within the Architecture as described in the ***RC Job Leveling and Slotting Process*** document, which Buck delivered to Richland County in December 2018.
- Richland County use the Career Architecture to work with Department Heads in the development of succession planning.
- Richland County further leverage the Career Architecture in support of performance management to assist employees in understanding key advancement requirements for Career Groups and Career Levels across the County.

Market Analysis

Market Analysis: Findings

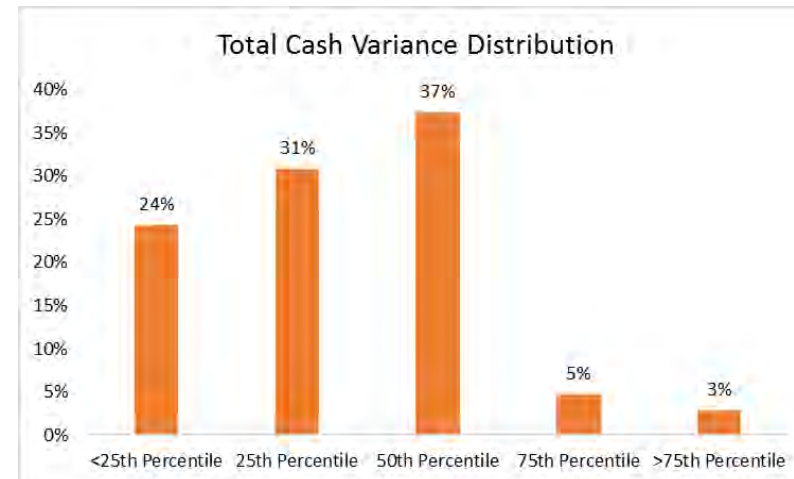
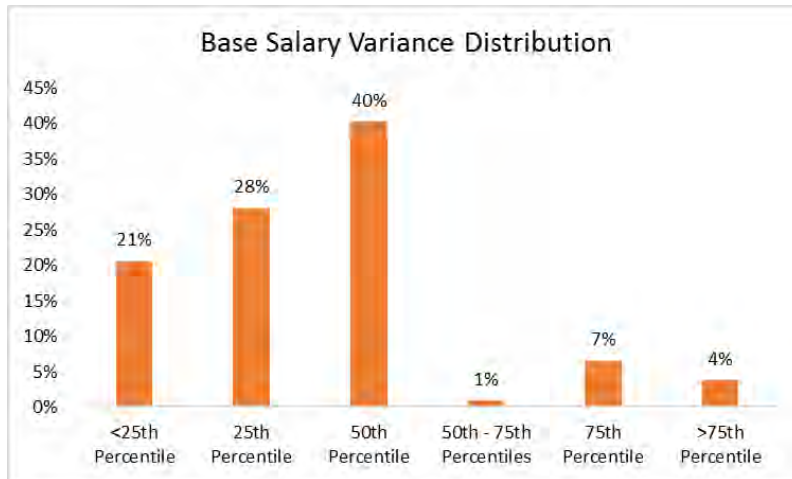
- As part of the Total Rewards Study, Buck and Richland County collaborated on a competitive market analysis of the County’s pay practices for a representative sampling of jobs (“the benchmark jobs”) compared to the labor markets within which they compete for talent.
- In aggregate, compensation levels at Richland County are at the 25th percentile of the market for base salary (-4.0% below).
 - Base salaries for exempt jobs are, in aggregate, at the 25th percentile of the market (0.9% above).
 - Base salaries for non-exempt jobs are, overall, at the 25th percentile of the market (-5.3% below).
- Total cash, overall, is at the low end of the 50th percentile of the market (-13.3% below).
 - Total cash for exempt jobs is, in aggregate, at the low end of the 50th percentile of the market (-13.5% below).
 - Total cash for non-exempt jobs is, overall, at the low end of the 50th percentile of the market (-13.2% below).

Employee Group	# BM	# Inc	Base Variance			Total Cash Variance		
			25th	50th	75th	25th	50th	75th
Exempt	60	111	0.9%	-10.9%	-22.1%	-1.0%	-13.5%	-25.6%
Non-Exempt	47	761	-5.3%	-13.3%	-21.2%	-5.1%	-13.2%	-21.1%
Total	107	872	-4.0%	-12.8%	-21.4%	-4.2%	-13.3%	-22.2%

- Detailed results may be reviewed in the **Richland County – Compensation Market Analysis Report**, which Buck delivered to Richland County in October 2018.

Market Analysis: Findings

- While, in aggregate, base salaries are at the 25th percentile and total cash is at the low end of the market 50th percentile, market position across the benchmark jobs varies.
- Base salaries for 49% of benchmark jobs are at or below the 25th percentile of the market.
 - 40% of jobs are at the 50th percentile of the market
 - 12% of jobs exceed the 50th percentile.
- Total cash for 55% of benchmark jobs is at or below the 25th percentile of the market.
 - 37% of jobs are at the 50th percentile of the market
 - 8% of jobs are at or above the 75th percentile of the market.



Market Analysis: Findings

- Base salaries for sixteen (16) departments are at or below the 25th percentile of the market, in aggregate.
 - Base salaries for eleven (11) departments are competitive with the 50th percentile, in aggregate.
 - Two (2) departments, Administration and Coroner, are competitive with the 75th percentile of the market.

Department	# Inc	Base Variance		
		25th	50th	75th
Administration	2	36.6%	21.4%	5.3%
Animal Services	8	-8.3%	-17.1%	-25.7%
Auditor	5	-1.1%	-11.6%	-21.3%
CASA	2	-5.7%	-16.4%	-27.3%
Clerk of Court	23	4.5%	-5.3%	-18.0%
Community and Government Service	1	4.5%	-10.4%	-17.6%
Community Planning and Development	33	11.5%	-2.0%	-12.8%
Coroner	2	38.3%	27.1%	6.7%
Detention Center	157	-12.5%	-18.0%	-23.3%
Economic Development	2	27.3%	5.5%	-7.8%
Emergency Medical Services	126	12.4%	-0.3%	-10.4%
Finance	19	0.2%	-10.7%	-20.8%
Human Resources	7	-6.4%	-16.7%	-25.9%
Information Technology	15	8.3%	-2.7%	-13.4%
Legal	6	7.5%	-3.7%	-16.1%

Department	# Inc	Base Variance		
		25th	50th	75th
Magistrates/Court Administration	54	-5.4%	-16.1%	-26.9%
Master In Equity	2	18.5%	5.9%	-6.0%
Ombudsman	6	-2.2%	-12.5%	-22.0%
Operational Services	43	-8.2%	-19.6%	-30.1%
Probate Court	7	6.2%	-6.9%	-17.5%
Public Defender	47	-13.9%	-23.8%	-33.4%
Public Information	3	-0.4%	-10.5%	-22.0%
Public Works	42	-18.5%	-24.6%	-31.2%
Risk Management	5	-0.3%	-12.6%	-22.8%
Sheriff	222	-7.1%	-13.6%	-21.0%
Solicitor	18	-3.6%	-10.3%	-16.9%
Transportation Penny	2	14.4%	2.1%	-9.7%
Treasurer	5	2.6%	-11.1%	-22.7%
Utilities	8	2.0%	-10.9%	-23.6%
Total	872	-4.0%	-12.8%	-21.4%

Market Analysis: Findings

- Total cash for eighteen (18) departments is at 50th percentile of the market, in aggregate.
 - Total cash for nine (9) departments is competitive with the 25th percentile, in aggregate.
 - Two (2) departments, Administration and Coroner, are competitive with the 75th percentile of the market.

Department	# Inc	Total Cash Variance		
		25th	50th	75th
Administration	2	32.1%	16.9%	0.5%
Animal Services	8	-8.0%	-17.1%	-25.7%
Auditor	5	-1.5%	-12.4%	-22.8%
CASA	2	-6.2%	-17.2%	-28.2%
Clerk of Court	23	4.9%	-5.8%	-18.1%
Community and Government Service	1	4.2%	-10.8%	-17.9%
Community Planning and Development	33	10.7%	-3.1%	-14.5%
Coroner	2	41.4%	29.8%	9.0%
Detention Center	157	-12.1%	-17.8%	-23.2%
Economic Development	2	24.9%	2.4%	-11.4%
Emergency Medical Services	126	12.9%	0.1%	-10.1%
Finance	19	-2.4%	-13.4%	-23.6%
Human Resources	7	-9.2%	-19.6%	-29.7%
Information Technology	15	7.6%	-3.7%	-14.5%
Legal	6	3.2%	-8.9%	-21.9%

Department	# Inc	Total Cash Variance		
		25th	50th	75th
Magistrates/Court Administration	54	-5.5%	-16.2%	-26.8%
Master In Equity	2	18.1%	5.5%	-6.1%
Ombudsman	6	-3.2%	-13.7%	-23.1%
Operational Services	43	-8.3%	-19.7%	-30.2%
Probate Court	7	7.6%	-5.8%	-16.6%
Public Defender	47	-14.5%	-25.6%	-36.7%
Public Information	3	-2.6%	-12.5%	-23.9%
Public Works	42	-19.3%	-25.5%	-32.2%
Risk Management	5	-4.6%	-16.5%	-27.1%
Sheriff	222	-7.0%	-13.7%	-21.1%
Solicitor	18	-3.3%	-10.1%	-16.7%
Transportation Penny	2	9.3%	-3.2%	-14.4%
Treasurer	5	2.0%	-12.1%	-24.5%
Utilities	8	1.2%	-11.6%	-24.7%
Total	872	-4.2%	-13.3%	-22.2%

Market Analysis: Recommendations

Buck recommends that:

- Richland County budget for annual salary increases that are consistent with market salary increase rates.
- Richland County conduct periodic updates (every 1 – 2 years) of the market analysis to test the movement of the market in years to come.
- Richland County define a title nomenclature that is applied consistently across the county (e.g. “Coordinator of <Job>” vs. “<Job> Coordinator” and “Senior <Job>” vs. “<Job> III”).
 - Ensure that titles capture the level of work conducted and are consistent with the levels of work defined in Richland County’s Career Architecture
- Define job families, the grouping of jobs with similar characteristics, to support career development within the County.
- Manage Exempt and Non-exempt jobs within separate titles (e.g. Accountant vs. Accounting Specialist)
- Consider implementing an online job description development tool to support consistency in job description content and format between descriptions across the County and housed in a centralized location.
- Ensure that employees assigned to a job are conducting the work of the job as defined in the job description.
 - Conduct a specific review of “catch all” titles like “Coordinator” to define the role and ensure that employees assigned to these roles are conducting similar work.
 - Conduct a specific review of the Administrative Support function to include the development of an Administrative Support job family, title consolidation, job description development and an audit of employees assigned to jobs in this family.

Market Analysis: Recommendations

Buck recommends that:

- Richland County consider implementing an online job description development tool to support consistency in job description content and format between descriptions across the County and housed in a centralized location.
- Richland County ensure that employees assigned to a job are conducting the work of the job as defined in the job description.
 - Conduct a specific review of “catch all” titles like “Coordinator” to define the role and ensure that employees assigned to these roles are conducting similar work.
 - Conduct a specific review of the Administrative Support function to include the development of an Administrative Support job family, title consolidation, job description development and an audit of employees assigned to jobs in this family.
- Richland County review the rationale for the difference in the standard workweeks (37.5 vs. 40 hrs) between jobs at the County.
 - Standardization should be considered if there is a compelling business reason to do so.

Salary Structure

Salary Structure: Findings

- As a part of the larger Total Rewards Study, Richland County engaged Buck to develop a market-linked salary structure within which Richland County can efficiently administer pay while ensuring ongoing competitiveness with the external market.
- Multiple salary structures currently exist at Richland County, and the management of salaries within those structures is inconsistent across the County.
 - Key stakeholders including County Human Resources, Department Heads, and employees have expressed the desire to update the compensation program to ensure that it is competitive with the markets against which the County competes for talent.
- Buck developed a salary structure which is competitive with the 50th percentile of the market based on the results of the Market Analysis described above.
 - Richland County Human Resources and Department Heads worked together to finalize the placement of all Richland County jobs in the structure.
- Once the Human Resources Department reviewed and approved the final placement of all jobs within the structure, Buck conducted multiple costing scenarios to estimate the budget required to implement the structure, which can be found on the coming pages.
- Additional details regarding the placement of Richland County jobs within the structure may be found in the ***RC Structure Report***, which Buck delivered to Richland County in December 2018.
- More information on the process of placing jobs within the compensation structure may be found in the ***RC Job Leveling and Slotting Process*** document, which Buck delivered to Richland County in December 2018.

Salary Structure: Findings

- Richland County’s new compensation structure consists of:
 - 18 grades
 - Midpoint progression that is 1.1 at the bottom of the structure, 1.12 in the middle grades, and 1.15 at the higher grades.
 - Range spread of 60% at the bottom half of the structure, moving to 80% at the higher grades, maintaining a strong link to market data, while allowing for internal equity at Richland County.

Grade	# Jobs	# Inc	Avg Base	Avg Mkt Median	Salary Range					Midpoint Progression	Range Spread
					Min	1st Quartile	Midpoint	3rd Quartile	Max		
18	1	0	--	--	\$119.5	\$143.4	\$167.3	\$191.2	\$215.1	1.15	80%
17	5	4	\$132.9	\$142.9	\$103.9	\$124.7	\$145.5	\$166.3	\$187.1	1.15	80%
16	3	3	\$126.2	\$118.8	\$90.4	\$108.4	\$126.5	\$144.6	\$162.7	1.15	80%
15	15	13	\$109.3	\$108.6	\$78.6	\$94.3	\$110.0	\$125.7	\$141.4	1.12	80%
14	27	21	\$87.3	\$101.3	\$70.2	\$84.2	\$98.2	\$112.3	\$126.3	1.12	80%
13	31	49	\$79.6	\$89.3	\$62.6	\$75.2	\$87.7	\$100.2	\$112.8	1.12	80%
12	55	118	\$66.7	\$78.0	\$55.9	\$67.1	\$78.3	\$89.5	\$100.7	1.12	80%
11	49	131	\$54.2	\$70.0	\$49.9	\$59.9	\$69.9	\$79.9	\$89.9	1.12	80%
10	81	241	\$47.7	\$61.4	\$44.6	\$53.5	\$62.4	\$71.3	\$80.3	1.12	80%
9	54	211	\$44.6	\$55.6	\$42.9	\$49.3	\$55.7	\$62.2	\$68.6	1.1	60%
8	67	180	\$43.1	\$49.7	\$39.0	\$44.8	\$50.7	\$56.5	\$62.4	1.1	60%
7	74	275	\$37.9	\$45.3	\$35.4	\$40.7	\$46.1	\$51.4	\$56.7	1.1	60%
6	40	436	\$34.0	\$40.6	\$32.2	\$37.0	\$41.9	\$46.7	\$51.5	1.1	60%
5	43	111	\$32.3	\$38.1	\$29.3	\$33.7	\$38.1	\$42.5	\$46.9	1.1	60%
4	43	69	\$29.8	\$34.8	\$26.6	\$30.6	\$34.6	\$38.6	\$42.6	1.1	60%
3	18	118	\$27.8	\$32.8	\$24.2	\$27.8	\$31.5	\$35.1	\$38.7	1.1	60%
2	5	24	\$24.1	\$32.2	\$22.0	\$25.3	\$28.6	\$31.9	\$35.2	1.1	60%
1	16	96	\$21.7	\$27.0	\$20.0	\$23.0	\$26.0	\$29.0	\$32.0		60%
	627	2,100									

196 of 272

Salary Structure: Findings

- Buck conducted multiple cost analyses to estimate the budgetary requirements related to the new compensation structure. These scenarios included:
 - Estimated cost based on current compensation for employees at Richland County:
 - The estimated cost to move all employees to the minimum of the salary range.
 - The estimated cost to move all employees to the 1st quartile of the salary range.
 - The estimated cost to move all employees to the midpoint of the salary range.
 - Estimated cost based on a County-wide pay raise of 2.0% which is planned for January 2019:
 - The estimated cost to move all employees to the minimum of the salary range.
 - The estimated cost to move all employees to the 1st quartile of the salary range.
 - The estimated cost to move all employees to the midpoint of the salary range.
 - The estimated cost to move all employees to a position in the salary range consistent with their years of employment with the County.
- The following slides present the results of these cost estimate analyses.

Salary Structure: Findings

- The estimated cost to move all employees to the minimum of the salary range based on current compensation levels at the County is \$1,810,000.
- The estimated cost to move all employees to the 1st quartile of the salary range increases to \$8,924,000.
- The estimated cost to move all employees to the midpoint of the salary range is \$19,866,000.
- 676 employees are paid below the minimum of the salary range and 13 employees are paid above the range maximum.

Cost Analysis: Current Compensation						
Grade	\$ Cost to Min	\$ Cost to 1st Qt	\$ Cost to Midpoint	\$ Over Max	#Inc Under Range Min	#Inc Over Range Max
18	\$0.0	\$0.0	\$0.0	\$0.0	0	0
17	\$0.0	\$8.3	\$52.1	\$0.0	0	0
16	\$0.0	\$0.0	\$13.7	\$0.0	0	0
15	\$0.0	\$22.4	\$77.5	\$0.0	0	0
14	\$0.0	\$39.7	\$231.3	\$0.0	0	0
13	\$6.0	\$104.2	\$466.3	\$0.0	2	0
12	\$139.9	\$516.2	\$1,481.1	\$11.7	13	1
11	\$237.0	\$970.3	\$2,103.7	\$0.0	44	0
10	\$376.5	\$1,716.9	\$3,575.9	\$0.0	122	0
9	\$408.6	\$1,245.1	\$2,419.8	\$21.4	88	1
8	\$60.4	\$608.6	\$1,453.0	\$2.4	31	1
7	\$142.0	\$1,063.9	\$2,312.1	\$0.0	115	0
6	\$253.7	\$1,605.3	\$3,466.1	\$0.0	136	0
5	\$80.3	\$343.9	\$713.3	\$7.9	43	3
4	\$30.2	\$164.6	\$370.9	\$1.0	19	1
3	\$58.7	\$270.8	\$562.6	\$23.2	30	4
2	\$4.8	\$54.1	\$121.7	\$3.8	3	1
1	\$12.1	\$189.7	\$445.2	\$4.0	30	1
	\$1,810.2	\$8,924.0	\$19,866.3	\$75.4	676	13

Salary Structure: Findings

- The County plans to provide a 2.0% county-wide salary increase in January 2019, which has a modeled cost of \$1,771,200.
- A 2.0% county-wide salary increase lowers the estimated cost to range minimum to \$1,407,600.
- The estimated cost to move all employees to the 1st quartile of the salary range after a 2.0% pay increase is \$7,806,300.
- The estimated cost to move all employees to the midpoint of the salary range is \$18,366,500.
- 467 employees are paid below the minimum of the salary range and 16 employees are paid above the range maximum.

Cost Analysis: County-Wide 2.0% Increase

Grade	\$ Cost to Min	\$ Cost to 1st Qt	\$ Cost to Midpoint	\$ Over Max	#Inc Under Range Min	#Inc Over Range Max
18	\$0.0	\$0.0	\$0.0	\$0.0	0	0
17	\$0.0	\$6.0	\$44.4	\$0.0	0	0
16	\$0.0	\$0.0	\$8.9	\$0.0	0	0
15	\$0.0	\$17.2	\$68.4	\$0.0	0	0
14	\$0.0	\$26.3	\$201.4	\$0.0	0	0
13	\$4.7	\$78.2	\$413.6	\$0.0	1	0
12	\$130.3	\$441.6	\$1,359.4	\$13.9	9	1
11	\$199.0	\$877.5	\$1,977.8	\$0.0	40	0
10	\$281.8	\$1,565.7	\$3,358.6	\$0.0	106	0
9	\$352.1	\$1,108.5	\$2,250.1	\$23.2	58	1
8	\$39.5	\$510.2	\$1,321.2	\$4.0	9	2
7	\$88.4	\$919.9	\$2,127.1	\$0.3	26	1
6	\$175.7	\$1,373.0	\$3,197.1	\$0.0	127	0
5	\$59.5	\$301.6	\$660.0	\$10.8	37	3
4	\$23.3	\$140.3	\$339.4	\$1.9	12	1
3	\$46.1	\$237.5	\$518.5	\$26.9	26	5
2	\$3.5	\$46.1	\$111.6	\$4.6	3	1
1	\$3.7	\$156.7	\$408.9	\$4.7	13	1
	\$1,407.6	\$7,806.3	\$18,366.5	\$90.4	467	16

Salary Structure: Findings

- At Richland County's request, Buck modeled the impact of bringing employees to different positions in the salary range based on their most recent hire date.
- The following methodology was applied:
 - Employees with fewer than 5 years with the County were brought to the minimum of the salary range.
 - Employees with at least 5 years and fewer than 10 years with the County were brought to the 1st quartile of the salary range.
 - Employees with at least 10 years and fewer than 15 years with the County were brought to the midpoint of the salary range.
 - Employees with at least 15 years with the County were brought to the 3rd quartile of the salary range.
- The estimated cost to move all employees to the appropriate position within the salary range based on their most recent hire date and after the planned 2.0% pay increase is \$9,523,600.
- 467 employees are paid below the minimum of the salary range and 16 employees are paid above the range maximum.

Salary Structure: Findings

Cost Analysis: Position in Range Based on Years at Richland County							
Grade	1-4.99 Years	5 - 9.99 Years	10 - 14.99 Years	Over 15 Years	Total	#Inc Under Range Min	#Inc Over Range Max
18	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	0	0
17	\$0.0	\$0.0	\$0.0	\$123.0	\$123.0	0	0
16	\$0.0	\$0.0	\$0.0	\$2.5	\$2.5	0	0
15	\$0.0	\$0.0	\$28.3	\$68.5	\$96.8	0	0
14	\$0.0	\$1.6	\$9.4	\$205.3	\$216.2	0	0
13	\$0.0	\$29.8	\$76.1	\$169.7	\$275.7	1	0
12	\$0.0	\$53.2	\$130.5	\$1,291.5	\$1,475.2	9	1
11	\$101.7	\$149.6	\$491.8	\$550.1	\$1,293.2	40	0
10	\$178.8	\$564.6	\$655.3	\$946.9	\$2,345.6	106	0
9	\$212.3	\$330.1	\$255.1	\$353.8	\$1,151.3	58	1
8	\$27.1	\$172.1	\$178.2	\$226.3	\$603.6	9	2
7	\$44.4	\$93.4	\$116.7	\$346.6	\$601.0	26	1
6	\$156.4	\$144.2	\$106.5	\$351.5	\$758.5	127	0
5	\$54.1	\$21.5	\$71.4	\$77.3	\$224.3	37	3
4	\$15.6	\$12.8	\$26.3	\$38.2	\$92.9	12	1
3	\$40.0	\$23.4	\$55.4	\$44.0	\$162.8	26	5
2	\$2.7	\$6.6	\$1.2	\$0.0	\$10.6	3	1
1	\$0.7	\$34.6	\$27.3	\$27.8	\$90.4	13	1
	\$833.7	\$1,637.6	\$2,229.5	\$4,822.8	\$9,523.6	467	16

Salary Structure: Recommendations

Buck recommends that:

- Richland County adopt the market-linked salary structure to ensure that the compensation program is competitive with the markets against which the County competes for talent.
- Richland County consider adjusting employees' salaries (for those who fall below minimum) to at least the new salary range minimums of the proposed salary structure. The estimated cost for this adjustment is \$1,810,000, which decreases to \$1,407,600 after the planned 2.0% county-wide salary increase in January 2019.
- Richland County maintain the Salary Structure by adhering to the process of placing jobs within the structure as described in the ***RC Job Leveling and Slotting Process*** document, which Buck delivered to Richland County in December 2018.
- Richland County update the salary structure annually, so that pay levels at the County move with the market. This process is described in the ***RC Salary Structure Administration 121818*** document, which Buck delivered to Richland County in December 2018.
- Finally, Buck recommends that Richland County update or develop pay policies to support Human Resources' ongoing management of the pay program. Policies to consider include promotion, salaries that exceed range maximum, lateral moves, off-cycle requests, and other forms of salary decisions.

Custom Market Survey

Custom Market Survey: Findings

- As part of the Total Rewards Study, Buck and Richland County collaborated on a Custom Market Survey of Total Rewards Programs and Practices which occurred between June and August 2018.
- The primary objective of the survey was to gather benchmark information from selected organizations about compensation, benefit, and human resource programs and policies to determine competitive market practices for hiring, retaining, and rewarding employees.
- The information gathered will enable the County assess and improve its programs and policies. Finding the right mix and delivery of total rewards is essential to creating an organization in which employees can build a successful career and individuals want to join.
- Detailed results may be reviewed in the **Richland County – Total Rewards Programs and Practices Report**, which Buck delivered to Richland County in October 2018.

Custom Market Survey: Findings

- Overall, Richland County's total reward practices compare favorably to those of the survey participants. The County programs and policies that are particularly strong are:
 - A comprehensive benefit program
 - Generous retiree health care benefits
 - A variety of work schedule options
- The main areas in which the County lags the survey participants are:
 - Consistent pay increases
 - Recent and regular pay range adjustments
 - The 90-day benefit eligibility waiting period
- Before there is any consideration of pay or benefit changes, we recommend the County adopt a total rewards philosophy and strategy. Doing so will provide the County with guiding principles and standards that can be used to assess alternatives and make justifiable adjustments and improvements to its total rewards program and practices.

Custom Market Survey: Findings

Culture

- The foremost *work schedule options* the survey participants offer or plan to offer are: 1) flexible start and end times; 2) compressed work week of fewer days but the same total hours; 3) working from home or remotely.
 - Richland County offers all three options.
- The leading service awards the survey participants offer or plan to offer are special recognition, event/celebration, certificate/plaque, and commemorative item.
 - Richland County offers or plans to offer the same benefits.

Benefits

- In most cases, 13 or 14 of the survey participants provide common *employer-sponsored health and welfare plans and retirement programs*, as does Richland County.
- Half of the survey participants have no waiting period for benefits eligibility while the waiting periods for the other half range from one to four weeks, with an average of two weeks and a median of one week.
 - The Richland County waiting period is 90 days (13 weeks).
- Six of the 14 survey participants offer *health care benefits to part-time employees*, provided they work a minimum of 30 hours per week.
 - Richland County does not offer health care benefits to part-time employees.

Custom Market Survey: Findings

Benefits, cont.

- The median percent of *health care premiums paid by the survey participants* ranges from 70% for family coverage to 86% for individual coverage.
 - Richland County pays 69% for family coverage and 95% for individual coverage.
- Survey participants are split on the *type of health care coverage provided to retirees* while Richland County provides comprehensive retiree health care coverage.
- The most common *time-off practice* used by 13 of the 14 survey participants is vacation days based on years of service.
 - Richland County follows this practice and mirrors the other paid time off and unpaid leave practices of the survey participants.
- The top *voluntary and supplemental insurance benefits* the survey participants offer or plan to offer are life, accidental death and dismemberment, accident health, cancer, and critical illness.
 - Richland County offers these insurance benefits, with the exception of cancer coverage.
- The most common *physical and financial wellbeing benefits* the survey participants offer or plan to offer are tobacco cessation, fitness facility/membership, annual biometric testing, wellness incentive, and a formal wellness program.
 - Richland County offers or plans to offer the same benefits.

Custom Market Survey: Findings

Compensation

- Each year between 2016 and 2018, the survey participants awarded a *median total pay increase* between 2.0-2.3%, which included organizations that gave no increases. When these organizations are excluded, the median jumps to 3.0%.
 - Richland County provided a 3.0% pay increase 2017 and did not award a pay increase for 2016 or 2018.
- During this same period, 12 of the 14 survey participants reported adjusting their pay ranges. The *median percent adjustment* was 3.0%.
 - The last time Richland County adjusted its pay ranges was in 2013.
- Seven of the 14 participants, as well as Richland County, *hire employees at or above the minimum of the pay range* based on a formula or specific criteria such as years of experience. This is the most common practice, followed by six of the participants that *hire employees anywhere between the minimum and maximum* based on experience.
 - Richland County does not follow this practice, although there are less prevalent practices the County and other participants follow, such as *hiring between the midpoint and maximum of the pay range*.
- Most survey participants do not offer *cash awards or bonuses* (signing, referral, spot, retention, annual) at any level (executive, exempt, nonexempt) of the organization.
 - Richland County offers referral and retention bonuses.
- About two-thirds of the survey participants use base pay *market premiums* for highly competitive and hard-to-fill jobs.
 - Richland County also uses this approach as well as offering enhanced selected benefits and flexibility in hours worked.

Custom Market Survey: Findings

Compensation, cont.

- A limited number of survey participants were able to match and provide pay information on only one of eight jobs surveyed, *Deputy Sherriff*. The average annual base salary for this job is \$47,180.
 - The Richland County average is \$38,500.

Career

- The top two ways survey participants recognize and retain top performers is through career development opportunities (93% use or plan to use) and base pay increases tied to performance (88% use or plan to use).
 - Richland County uses career development opportunities and plans to link base pay increases to performance.
- All but one of the survey participants offers or plans to offer employee participation in the performance goal-setting process.
 - Richland County does not provide for employee participation in the performance goal-setting process.

Custom Market Survey: Recommendations

Buck recommends that:

- Richland County deliver consistent pay increases to employees that are competitive with market salary increase budgets.
- Richland County maintain their salary structure by regularly adjusting pay ranges at a rate that is competitive with market structure increase amounts.
- Richland County review the 90-day benefit eligibility waiting period against typical market practice.
- Richland County review part-time employee eligibility for benefits based on market practice, however, based on our survey results, this is a minority practice.

Employee Opinion Survey

Employee Opinion Survey: Findings

- As part of the Total Rewards Study, Buck and Richland County collaborated on an Employee Engagement survey to uncover meaningful data and information about the employee population that can inform decisions about County benefits, compensation, culture, career, work environment and communications.
- The survey was distributed to County employees on May 8, 2018 and responses were accepted through May 18, 2018.
- Approximately 50% of RC employees responded to the survey, which was higher than expected and more than previous RC engagement surveys.
- The following executive summary is intended to provide a summary of findings for each area surveyed; in some cases, findings varied by department, employee group, generation, dependent status, medical insurance status, and salary range.
- Detailed results may be reviewed in the **Richland County – Total Rewards Employee Engagement Survey Findings Report**, which Buck delivered to Richland County in November 2018.

Employee Opinion Survey: Findings

Culture

- Most employees would advise family members or friends to apply for a job at RC (the majority agree or strongly agree).
- Most employees feel neither strongly positive nor strongly negative about the amount of recognition they receive, including from RC leadership.

Benefits

- Benefits are valued more than compensation and culture as a reason to stay at the County, and there is little variation between employees with different types of dependents.
 - The biggest variances of how benefits were valued among employees were between women and men (women valued benefits more than men) and age (Gen Z valued benefits the least of all generations).

Compensation

- Compensation is less of a driving factor in attraction of talent to RC than career opportunities, benefits, and work environment.
 - Compensation is even less of a factor as it relates to retention.
 - Most employees believe compensation levels at RC are not competitive with the market.

Employee Opinion Survey: Findings

Career

- Employees generally feel positive about the effectiveness of their managers' coaching and oversight.
- Most employees also express positive sentiment about the learning and development opportunities available to them, but indicated they would value having even more of these opportunities.

Work Environment

- Most employees feel safe in their work environment and believe it to be diverse.
- Most employees also believe RC has a positive impact on the community.

Communications

- All populations believe the clarity of communications they receive from their supervisor/manager is sufficient (directors lead strongly in this category).
- The frequency of communications employees receive from leadership and HR is perceived to be less adequate than the frequency of communications received from their supervisor/manager (leadership's communications lags HR's for most populations).
- The communications from leadership and HR are perceived to be less relevant than those from supervisors/managers.

Employee Opinion Survey: Recommendations

Buck recommends that:

- Richland County deliver consistent pay increases to employees that are competitive with market salary increase budgets.
- Richland County leadership increase the frequency of their County-wide communications.
- The County prompt directors and supervisors to check in with employees on County-wide communications to ensure a common understanding.
- Richland County provide supervisor training to ensure consistent leadership across the organization.

Benefits

Benefits: Findings

- As part of the Total Rewards Study, Buck conducted a review of County benefits to assess, compare, and determine whether the County's programs are market competitive, better than market, or worse than market, as reflected in available survey data.
 - Survey sources leveraged in this review may be seen as Appendix C on slide 82.
- The following benefits at Richland County were reviewed against the market:
 - Medical Plans
 - Dental Plans
 - Vision Plans
 - Life and AD&D Plans
 - Short-Term Disability Plans
 - Other Benefit Plans
 - Retirement Planning
 - Leave Policies
 - Other Policies


Benefits: Findings - Overall










- The plan eligibility waiting period for Medical, Dental, Vision, and Short-Term Disability programs is longer than the requirement typically found in the market.
- The Medical, Dental, and Vision benefits offering by Richland County is generally competitive, although an employee would often have to participate in the “Buy Up” plan to be fully competitive.
- Employee contributions for the Medical Plans are generally lower than those paid in the market for individual coverage, but somewhat higher for family coverage.
- Employee contributions for the Dental and Vision Plans are generally lower than those paid in the market.
- The AD&D benefit for the employee and spouse is generally lower than the market, while the benefit for a child is in the competitive range.
- There are a number of miscellaneous benefit plans that are being introduced into the market, and, while Richland County does not offer any of these benefits at this time, they are relatively uncommon in the market.

Benefits: Findings - Medical Plans




- The plan eligibility waiting period is longer than the requirement typically found in the market.
- The medical benefits offering by Richland County is generally competitive, although an employee would often have to participate in the “Buy Up” plan to be fully competitive (usually designated by a “cautionary” or Yellow circle).
- Employee contributions are generally lower than those paid in the market for individual coverage, but somewhat higher for family coverage.
- Employer contributions are generally higher than those paid by organizations in the market. While employees may consider this to be favorable, from Richland County's perspective, it represents a higher cost.
- A summary of our findings is shown on the following pages.









Benefits: Findings - Medical Plans

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 




Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Active Medical Plan Eligibility	91st day after date of hire			Typical eligibility is no waiting period to a period of 30 days
Deductible Single/Family	\$500 / \$1,000	\$1,000 / \$2,000		Typical practice is \$600 or less/ \$1,500 or less
Coinsurance after Deductible	80% / 20%	70% / 30%		Typical practice is 80%
OOP Maximum Single/Family	\$4,000 / \$8,000	\$5,500 / \$11,000		Typical practice is \$4,000 or less/\$7,000 or less
Hospital Copay (Inpatient / Outpatient) - Facility and Professional Services	Deductible + 20% Coinsurance	Deductible + 30% Coinsurance		Most common practice is 100% with copay
Emergency Room Copay	Deductible+20% Coinsurance	Deductible+30% Coinsurance		Most common practice is 100% with copay of \$200 or less
PCP Office Visit	\$20 copay	\$35 copay		Most common practice is 100% with copay of \$20 - \$29
Specialist	\$35 copay	\$45 copay		Most common practice is 100% with copay
Chiropractic Care	\$35 copay (contract year max 20 days)	\$45 copay (contract year max 20 days)		Varies widely, most common practice is 100% with co-pay of \$20 or more


Benefits: Findings - Medical Plans

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Independent Lab	No charge; no deductible	No charge; no deductible		Insufficient data, although some companies report at 20% copay
Generic Rx (Tier I)	\$10 copay retail	\$20 copay retail		Most organizations report a copay of \$20 or less
Preferred Brand (Tier II)	\$35 copay retail	\$50 copay retail		Typical practice is copay of \$25 to \$34
Non-Preferred Brand and Specialty (Tier III)	\$55 copay retail	\$75 copay retail		Typical practice is copay of \$50 to \$60
Specialty	\$55 copay retail	30% coinsurance (\$75 min / \$150 max retail)		Limited data, but some organizations report a copay of \$115
Generic Rx (Tier I)	\$20 copay home delivery ¹	\$40 copay home delivery ¹		Typical practice is 100% with copay of \$20 to \$30
Preferred Brand (Tier II)	\$70 copay home delivery ¹	\$100 copay home delivery ¹		Typical practice is 100% with copay of \$50 to \$70
Non-Preferred Brand and Specialty (Tier III)	\$125 copay home delivery ¹	\$150 copay home delivery ¹		Typical practice is 100% with copay of \$100 or more




Benefits: Findings - Medical Plans







Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Specialty	\$125 copay home delivery ¹	30% coinsurance (\$150 min / \$300 max) home delivery ¹		Limited data, but some organizations report a copay of \$179

¹Includes 93-day supply for Rx home delivery.

Benefits: Findings - Medical Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 









Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Actives – Monthly Employee Contributions				
Employee Only	\$128.00	\$50.00		Most organizations report a premium of \$100 or more
Employee + Spouse	\$678.34	\$569.40		Limited data, but some organizations report a premium of over \$1,000
Employee + Children	\$381.04	\$303.30		Limited data, but some organizations report a premium of \$450 and up
Family	\$897.34	\$765.54		Varies widely from \$400 and up
Actives – Monthly Employer Contributions				
Employee Only	\$834.60	\$812.35		Generally, cost to Richland County is higher with market data in the \$400 - \$500 range.
Family	\$1,700.19	\$1,561.30		Generally, cost to Richland County is higher with some organizations reporting a premium of about \$1,200

Benefits: Findings - Dental Plans

- The plan eligibility waiting period is longer than the requirement typically found in the market.
- The dental benefits offering by Richland County is generally competitive, although an employee would often have to participate in the “Buy Up” plan to be fully competitive (usually designated by a “cautionary” or Yellow circle).
- Employee contributions are generally lower than those paid in the market.
- There was limited data available with regard to employer contributions, so no conclusions could be drawn.
- A summary of our findings is shown on the following pages.

Benefits: Findings - Dental Plans

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Dental Plan	Richland County 2017/18 Plans			Rating	Comments
	Cigna				
	Buy-Up Plan (In Network)	Standard Plan (In Network)	Standard Plan (Non-Network)		
Active Dental Plan Eligibility	91 st day after date of hire				Most common practice is no waiting period
Plan Year Benefits Maximum (Class I, II, III and IV Expenses)	\$1,500	\$1,000			Plan maximums commonly range between \$1,500 to \$2,000
Annual Deductible Single / Family	\$50 per person No Limit	\$75 per person No Limit			The most common practice is \$50 individual / \$150 family; about one-third have no deductible
Percent Covered	Plan pays 50%	Not Covered			Most common practice is 50%
Plan Year Maximum	\$1,500	Not Covered			Majority is \$1,500 or less
Eligibility	Dependent children to age 19	Not Covered			Majority practice is children enroll in dental to age 19
Actives – Monthly Employee Contributions					
Employee Only	\$6.30	\$0.00			Above 20% have no contribution, with the majority of organizations charging \$20 or less
Family	\$70.56	\$53.34			Majority practice is less than \$50

Benefits: Findings - Dental Plans




Gap that may need to be filled ● Verify or consider improvement ● Consistent with best practices ●





Provision – Dental Plan	Richland County 2017/18 Plans Cigna			Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)	Standard Plan (Non-Network)		
Actives – Monthly Employer Contributions					
Employee Only	\$30.70	\$30.70			Insufficient data
Employee + Spouse	\$30.70	\$30.70			Insufficient data
Employee + Child(ren)	\$30.70	\$30.70			Insufficient data
Family	\$30.70	\$30.70			Insufficient data

Benefits: Findings - Vision Plans

- The plan eligibility waiting period is longer than the requirement typically found in the market.
- The vision benefits offering by Richland County is generally competitive, although an employee must participate in the “Buy Up” plan to be fully competitive.
- Employee contributions are generally lower than those paid in the market for both individual and family.
- A summary of our findings is shown on the next page.

Benefits: Findings - Vision Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 






Provision – Vision Plan	Richland County 2017/18 Plans Cigna				Rating	Comments
	Buy-Up Plan (In Network)	Buy-Up Plan (Non-Network)	Standard Plan (In Network)	Standard Plan (Non-Network)		
Participation Requirements	91 st day after date of hire (Separate from medical plan)					Most common practice is no participation requirements
Frame retail allowance (Frequency period – 24 months) (One per frequency period)	Covered 100%	Up to \$55	N/A	N/A		Most organizations pay 100% with copay
Actives						
EE monthly contribution – EE Only	\$1.08		\$0.00			Typical contribution is \$10 or less
EE monthly contribution – Family	\$6.20		\$2.75			Typical contribution is \$20 or less

Benefits: Findings - Life and AD&D Plans

- Basic life coverage is competitive with the low end of the competitive market range.
- The plan eligibility waiting period for AD&D coverage is longer than the requirement typically found in the market.
- The AD&D benefit for the employee and spouse is generally lower than the market, while the benefit for a child is in the competitive range.
- A summary of our findings is shown on the next page.

Benefits: Findings - Life and AD&D Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 


Provision – Life and AD&D	Richland County 2017/18 Plans	Rating	Comments
Basic Life Benefit	\$50,000		Market practices typically fall between one and two times base salary
Participation Requirement (AD&D Insurance)	91 st day after date of hire		Most common practice is no waiting period
AD&D Benefit	\$10,000		Market practices typically fall between one and two times base salary
Spouse Life Benefit	\$5,000 \$10,000 \$20,000 \$30,000		A majority of organizations provide a benefit of \$50,000 or more
Child Life Benefit	\$5,000 \$10,000		Majority practice is \$10,000

Benefits: Findings - Short-Term Disability Plans

- The plan eligibility waiting period for short-term disability coverage is longer than the requirement typically found in the market.
- The benefit duration period is slightly lower than market practices.
- A summary of our findings is shown on the next page.

Benefits: Findings - Short-Term Disability Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 














Provision – Short-Term Disability Plans	Richland County 2017/18 Plans	Rating	Comments
Participation Requirement	91 st day after date of hire		Most organizations have either no waiting period or a 30 day waiting period
Benefit Duration	24 weeks		Most common practice is 26 weeks

Benefits: Findings - Other Benefit Plans

- There are a number of miscellaneous benefit plans that are being introduced into the market (as listed on the next page).
- While Richland County does not offer any of these benefits at this time, they are relatively uncommon in the market.
- As such, we would consider Richland County to be in line with market practices.
- A summary of our findings is shown on the next page.

Benefits: Findings - Other Benefit Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 



Provision – Other Benefit Plans	Richland County 2017/18 Plans	Rating	Comments
Childcare – Subsidized	Currently Not Offered		Limited data; subsidized coverage is a minority practice
Childcare – Onsite	Currently Not Offered		Limited data; coverage is a minority practice
Childcare – Resource and Referral	Currently Not Offered		Insufficient data
Group Auto Insurance	Currently Not Offered		A minority practice, not provided by most organizations
Group Homeowners Insurance	Currently Not Offered		A minority practice, not provided by most organizations
Hospital Indemnity	Currently Not Offered		A minority practice, not provided by most organizations
ID Theft	Currently Not Offered		A minority practice, not provided by most organizations
Lactation Room	Currently Not Offered		Limited data; coverage is a minority practice
Legal Benefit	Currently Not Offered		A minority practice, not provided by most organizations
Long Term Care	Currently Not Offered		A minority practice, where provided, it is usually not subsidized by the organization
Onsite Medical Clinic	Currently Not Offered		A minority practice, not provided by most organizations
Pet Insurance	Currently Not Offered		A minority practice, not provided by most organizations
Telemedicine	Currently Not Offered		Limited data, but reported in a number of large organizations

Benefits: Findings - Retirement Planning

- Some organizations are introducing programs related to retirement planning into the market (as listed on the next page).
- While Richland County does not offer any of these benefits at this time, they are relatively uncommon in the market.
- As such, we would consider Richland County to be in line with market practices, however these programs are emerging trends.
- A summary of our findings is shown on the next page.

Benefits: Findings - Retirement Planning




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 







Provision – Retirement Planning	Richland County 2017/18 Plans	Rating	Comments
Group Financial Planning	Currently Not Offered		While not a majority practice, it is reported in a number of large organizations
Investment Advisory Services	Currently Not Offered		Coverage is a minority practice that is most often found in larger organizations

Benefits: Findings - Leave Policies

- Richland County currently does not provide programs under a Leave Policy that are not mandated.
- The practice for several of these policies are relatively small and, as such, we would consider Richland County to be in line with market practices.
- However, the practice for Flex Time and Paid Maternity Leave are found in an increasing number of organizations and, as such, we would not consider Richland County to be in line with market practices.
- A summary of our findings is shown on the next page.

Benefits: Findings - Leave Policies




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 








Provision – Leave Policies	Richland County 2017/18 Plans	Rating	Comments
Annual Leave 1 year of service 5 years of service 10 years of service 20 years of service	10 days 15 days 20 days 20 days		Most common practice 10 – 14 days Most common practice 15 – 19 days Most common practice 15 – 19 days Most common practice 20 – 24 days
Elder Care	Currently Not Offered		Not offered at most organizations
Flex Time	Currently Not Offered		Provided by most organizations
Paid Maternity Leave	Currently Not Offered		Found in a number of organizations, but not a majority practice
Paternity Leave	Currently Not Offered		Provided by some organizations, but a minority practice
Sick Leave Participation Requirements	None		Most organizations do not have a waiting period; for those that do, it is usually two weeks

Benefits: Findings - Other Policies

- Richland County's practice for holidays is ahead of market practices.
- While Richland County does not offer some of the other policies being introduced into the market, these are clearly minority practices.
- As such, we would consider Richland County to be in line with market practices.
- A summary of our findings is shown on the next page.
- While a number of organizations have moved to PTO plans, the transition from traditional programs to PTO programs is not always easy.
 - While PTO plans may be easier to administer for the organization, employees may find it difficult to budget their PTO time to accommodate illness or other unexpected absence.

Benefits: Findings - Other Policies

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Other Policies	Richland County 2017/18 Plans	Rating	Comments
Adoption Benefits	Currently Not Offered		Not offered by a majority of organizations; those that do, usually partially subsidize
Discount Purchase Program	Currently Not Offered		Limited data; a minority practice found in some larger organizations
Employer Scheduled Holidays	12 days		Most common practice is 9 to 10 days
Job Sharing	Currently Not Offered		Limited data, but typically not provided
On-Site Fitness Center	None		Found in a number of organizations, but not a majority practice; where found, may be fully or partially subsidized
Spousal Surcharge	Currently not assessed		Limited data, but most companies do not assess a surcharge
Tobacco Surcharge	Currently not assessed		Limited data, but most companies do not assess a surcharge

Benefits: Recommendations

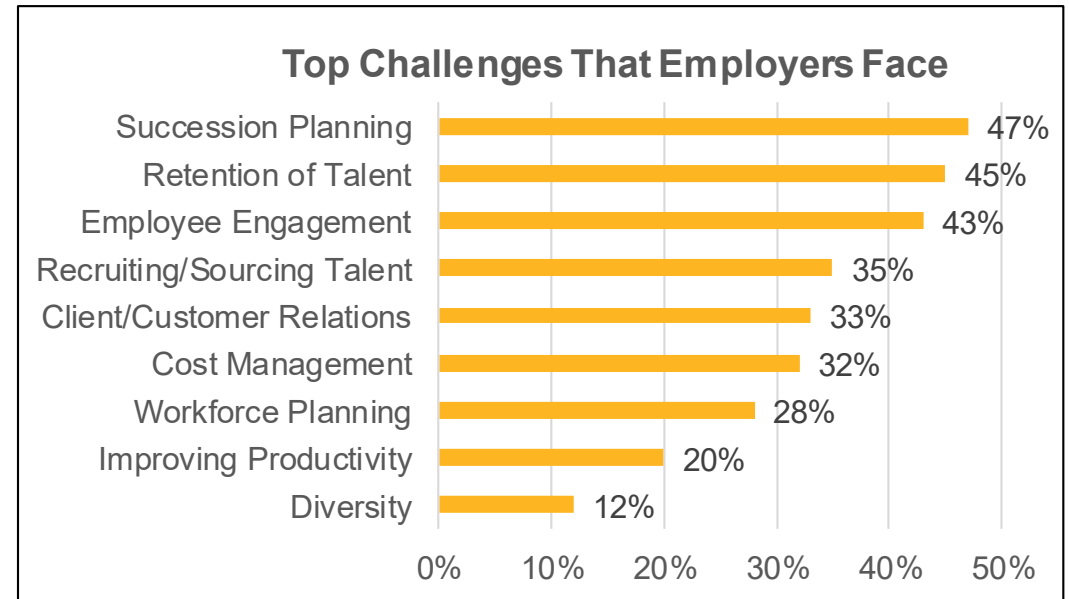
Buck recommends that:

- Richland County review the 90-day benefit eligibility waiting period for Medical, Dental, Vision, and Short-Term Disability programs against typical market practice.
- Richland County review the practice for Flex Time and Paid Maternity Leave relative to market practice.
- Richland County review the benefit duration period for the short-term disability plan, which is slightly lower than market practice.
- Richland County review the AD&D benefit for the employee and spouse, which is generally lower than the market.

Talent Development

Talent Development: Findings

- As part of the Total Rewards Study, Buck examined and assessed Richland County’s Talent Development practices.
- Buck organizes Talent Development into six groupings of human resource processes and programs.
 - Workforce Planning
 - Recruiting and Onboarding
 - Performance Management
 - Reward and Recognition
 - Employee and Leadership Development
 - Diversity and Inclusion
- Grouping human resource practices in this manner provides a systematic approach for assessing the effectiveness and thoroughness of an organization’s talent development practices.
- The six talent development groupings also correspond with the top challenges employers face, according to the *2019 Compensation Planning Survey* conducted by Buck.

















Talent Development: Findings

- Richland County has sound practices in place that address most of the key issues associated with talent development.
- The Richland County groupings that compare favorably to best practices are:
 - Performance Management
 - Reward and Recognition
 - Employee and Leadership Development
 - Diversity and Inclusion
- The Richland County groupings with gaps that may be filled are:
 - Workforce Planning
 - Recruiting and Onboarding
- Feedback from the *Employee Opinion Survey* focused primarily on two groupings of Talent Development – Reward & Recognition and Employee & Leadership Development. Following are summaries of the feedback:
 - Most employees feel neither strongly positive nor strongly negative about the amount of recognition they receive, including from RC leadership.
 - Employees generally feel positive about the effectiveness of their managers' coaching and oversight.
 - Most employees also express positive sentiment about the learning and development opportunities available to them, but indicated they would value having even more of these opportunities.

Talent Development: Findings




The following table summarizes the assessment of Richland County’s Workforce Planning and Recruiting & Onboarding practices.









Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Talent Development Features	Rating	Source for Richland County Practice	Comments
Workforce Planning			
Headcount forecasting			Consider developing a formal process
Creating new jobs			Consider developing a formal process
Job analysis and evaluation			Consider developing a formal process
Requisition process		Employee Handbook Hiring/Recruiting	Consider developing a formal process
Recruiting & Onboarding			
Sourcing Talent			Consider developing a policy
Interview and selection process			Consider developing a formal process
Job offer approvals			Consider developing a formal process
I-9 verification			Likely exists, needs confirmation
Day 1			Consider developing a formal process
Orientation		Richland County University - New Employee Training	
Probationary period		Employee Handbook - Employment, Probationary Period	

Talent Development: Findings

The following table summarizes the assessment of Richland County’s Reward & Recognition and Performance Management practices.

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Talent Development Features	Rating	Source for Richland County Practice	Comments
Reward & Recognition			
Pay-for-Performance		Richland County HR Guidelines – Compensation Plan and Performance Enhancement Plan (PEP)	
Non-cash Performance Award		Golden Apple Award	Consider more criteria
Service Awards		Longevity Bonus Pay	
Spot Awards			Consider adding
Performance Management			
Performance Planning, Review, Evaluation		Employee Handbook - Performance Evaluations, Performance Enhancement Program (PEP)	
Discipline policy and procedure		Employee Handbook - Employee Performance, Discipline	
Sexual Harassment		Richland County HR Guidelines - EEO and Harassment	Verify that it is current
Attendance		Employee Handbook - Employee Relations, Attendance; Richland County HR Guidelines - Attendance	

Talent Development: Findings




The following table summarizes the assessment of Richland County’s Employee & Leadership Development practices.


Gap that may need to be filled
Verify or consider improvement
Consistent with best practices

Talent Development Features	Rating	Source for Richland County Practice	Comments
Employee & Leadership Development			
Internships		Internship Program	
Job Training		Richland County HR Guidelines – Training and Development; Richland County University	
Skill and competency training		Richland County HR Guidelines – Training and Development; Richland County University	
Certifications		Richland County University - The Training Plan	Consider adding to Current Employees
Tuition assistance		Employee Handbook - Tuition Assistance Plan	
Promotions		Employee Handbook- Compensation, Wage & Hours of Work - Personnel Actions	
Career Development		Richland County University - Career Planning and Development Course	Consider developing a formal process
Succession Planning		Richland County University - Succession Development Course	Consider developing a formal process
Mentoring		Richland County University - Coaching and Mentoring Others Course	Consider developing a formal program

Talent Development: Findings

The following table summarizes the assessment of Richland County’s Diversity & Inclusion practices.

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Talent Development Features	Rating		Source for Richland County Practice	Comments
Diversity & Inclusion				
Diversity & Inclusion			Employee Handbook - Diversity, Richland County HR Guidelines - Diversity; Richland County University - Supervisor, Management & Leadership Training - Advanced Civility and Inclusion	

Talent Development: Recommendations

Buck recommends that:

- Richland County develop formal processes in the areas of Workforce Planning and Recruiting and Onboarding.
- Richland County should continue to offer flexible work schedules to employees where appropriate.
- Richland County should continue to offer training opportunities both at the county level and within departments to foster career development.

Next Steps

Next Steps

Summary Report of Findings (this report):

- January 11, 2019: Richland County provide feedback on draft summary report of findings to Buck.
- January 25, 2019: Buck provide Richland County with updates to draft report of findings.
- February 1, 2019: Richland County provide final feedback on 2nd draft report of findings.
- February 8, 2019: Buck provide Richland County with FINAL report of findings.

Train the Trainer PowerPoint Presentation on Total Rewards Study Findings (20 slide presentation):

- January 11, 2019: Buck and Richland County meet to discuss training content, exhibits.
- January 18, 2019: Buck present Richland County with draft training document.
- January 25, 2019: Richland County provide feedback on draft training document.
- February 1, 2019: Buck present Richland County with FINAL training document.
- Week of February 11, 2019: Buck present Train-the-Trainer session to participants selected by Richland County.
 - Four-hour block that Richland County may break into 2 x 2-hour sessions or 1 x 4-hour session.
 - Richland County to determine onsite or via WebEx.

Appendices

Appendix A: Catalog of Deliverables

Buck has delivered the following final reports of findings across each project element, the results of which have been summarized in this report of findings:

- Compensation Documents
 - Richland County Market Analysis 101818 (PDF)
 - Richland County Survey Match Detail (Excel)
- Salary Structure Documents
 - RC Salary Structure Alternatives Discussion Guide 10192018 (PDF)
 - RC Structure Report 121818 (PDF)
 - RC Structure_Ees Under Min Over Max 121818 (Excel)
 - RC Job Leveling and Slotting Process 121418 (PDF)
 - RC Salary Structure Administration 121818 (PDF)
 - RC Compensation Program Detail 121919 (Excel)
- Career Architecture Documents
 - FINAL Richland County Career Architecture Leveling Guide (PDF)
 - Richland County Career Architecture Training 082118 (PDF)
- Employee Engagement
 - RC Employee Engagement – Survey Findings Report-181018 final (PDF)
 - RC Results by Dept (Excel in Zip File)
- 2018 Richland County Custom Total Rewards Survey_Client(PDF)

Appendix B: Glossary of Terms

Term	Definition
Compensation Program	
Benchmark Job	Benchmark jobs exist both within the organization and are prevalent in the labor market (not every job is a “benchmark” job) with duties comparable to jobs in other organizations. When identifying benchmark jobs we seek to capture a large percentage of employees within the organization.
Job Analysis	Job analysis is the study of a job to determine which activities and responsibilities it requires, its relative importance to other jobs, the personal qualifications necessary for performance of the job and the conditions under which the work is performed.
Job Classification	Job Classification is a process used to differentiate between jobs on the basis of tasks, duties and responsibilities involved while performing the job. It takes into account the knowledge, skills and abilities that an employee requires to perform the job.
Job Description	A job description is an internal document that clearly states the essential job requirements, job duties, job responsibilities, and skills required to perform a specific role.
Job Evaluation	An assessment of the relative worth of various jobs on the basis of a consistent set of job and personal factors, such as qualifications and skills required.
Job Title	A job title is a simple description that refers to the responsibilities of a job and the level of the position.
Labor Market	Defines the organizations within specific industries and/or regions against which an organization competes for talent.
Market Analysis	The process of assessing the degree to which an organization’s salaries are competitive compared to their labor market(s).
Salary Structure	The Salary Structure is made up of salary grades and salary ranges. A salary structure is the foundation for administering base salary within an organization.
Salary Grade	Salary Grades provide a framework for compensation by defining the amount of pay available at each step in the employment process.
Salary Range	Salary Ranges set the upper and lower bounds of possible compensation for individuals whose jobs fall in a pay grade. A pay range is created for each grade.

Appendix B: Glossary of Terms

Term	Definition
Compensation Program, cont.	
Salary Grade Minimum	The lowest established salary that may be paid to an employee that meets the minimum qualifications for the position in that salary grade.
Salary Grade Midpoint	The salary grade midpoint is typically the middle of the salary range and is tied to the target market based on the organization's compensation philosophy (e.g. 50th percentile).
Salary Grade Maximum	The highest salary that may be paid to an employee in that salary grade. Generally, employees should not be paid above maximum.

Term	Definition
Career Architecture	
Career Architecture	Career Architecture is a talent management tool that ensures the consistent leveling of jobs across the organization in support of career development, internal equity and hierarchy definitions.
Career Grouping	Broad job groupings that have specific characteristics and career/leveling progressions (Management, Knowledge Worker, Administrative Support, Technical and Trades, and Public Safety).
Career Grouping: Management	Achieves objectives primarily through the coordinated achievements of direct reports. Requires formal supervisory responsibility. Manages units of varying size and complexity.
Career Grouping: Knowledge Workers	Professional level individual contributors. Typically without formal supervisory responsibility. Have mastered the essential, core knowledge.
Career Grouping: Administrative Support Staff	Office support, process and organization delivery. Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training. No formal supervisory responsibility.
Career Grouping: Technical and Trades Employees	Operational and technical service delivery. Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training. No formal supervisory responsibility.
Career Grouping: Public Safety Employees	Enforces and/or complies with federal and state laws and County ordinances relating to public safety and welfare. Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training. No formal supervisory responsibility.

Appendix B: Glossary of Terms

Term	Definition
Career Architecture, cont.	
Career Ladder	Career ladders are the progression of jobs in an organization's specific occupational fields ranked from highest to lowest based on level of responsibility and pay.
Career Level	Career Levels define the hierarchical position of jobs within a Career Grouping based on the degree of scope and responsibility required for each job.

Appendix C: Benefits Review Survey Sources

Benefits currently provided at Richland County were compared to general market practices using the following benchmark reports:

- Willis Towers Watson General Industry Employee Benefit Policies and Practices 2016 Report: (Southeast Region - Population Size Under 2,500 Employees)
- ADP Annual Health Benefits Report: 2016 Benchmarks and Trends for Large Organizations
- Mercer National Survey of Employer-Sponsored Health Plans 2016 Survey Report: (South Region- Large Employers - 500 or More Employees)
- The Kaiser Foundation and Health Research & Educational Trust: Employer Health Benefits 2017 Annual Survey, (Large Firms - 200 or More Workers)
- Economic Research Institute Benchmarking Survey: 2016 Health Care Benefits, Southeast Region
- International Foundation of Employee Benefit Plans: 2016 Employee Benefits Survey (Public Employers)
- Society for Human Resource Management: 2017 Employee Benefits (Large Employers - 2,500 or More Employees)





Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Christopher S. Eversmann, PE, AAE
Department: Department of Public Works – Jim Hamilton – LB Owens Airport
Date Prepared: April 05, 2019 **Meeting Date:** April 16, 2019

Legal Review	Larry Smith via email	Date:	April 05, 2019
Other Review:	Brittney Hoyle-Terry, Risk Manager, via email	Date:	April 05, 2019
Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
Committee	Administration and Finance		
Subject:	Airport Overnight EAA Camping Event Request		

Recommended Action:

Staff recommends Council approve the movie and camping event subject to the direction and oversight of the Airport General Manager, require execution of a Hold Harmless Agreement as provided, and request the Richland County Airport Commission, working with the Airport General Manager, develop an appropriate policy to adopt regarding overnight stays at the Jim Hamilton – LB Owens Airport.

Motion Requested:

Move that Richland County Council consider authorizing a movie viewing and overnight camping event at the Jim Hamilton – LB Owens Airport (CUB) under the conduct and supervision of the Officers of Experimental Aircraft Association (EAA) Chapter 242 (Palmetto Sport Aviation).

Request for Council Reconsideration: Yes

Fiscal Impact:

The requested event will not require the expenditure of any County and/or Airport funds.

Motion of Origin:

N/A

Council Member	
Meeting	
Date	

Discussion:

Experimental Aircraft Association (EAA) Chapter 242, also known as Palmetto Sport Aviation, is a pilot organization based at the Jim Hamilton – LB Owens Airport (CUB). They are an extremely active chapter of the national organization that promotes aviation.

The officers of EAA-242 have requested to host a “drive-in” movie style event at the airport to which guests would be able to fly (or drive) to the airport to watch an aviation-themed movie on the evening of Saturday, April 27th. The movie would be viewed out-of-doors.

Following the movie, EAA-242 has requested permission to permit visitors to camp overnight at the airport.

- The Airport Operations Manual does not address (nor prohibit) overnight camping at the Airport.
- The Airport Terminal Building is staffed and open from 6:00 a.m. through 10:00 p.m. Sunday through Saturday. There are no airport employees (County or FBO) routinely on site when the airport terminal is closed.
- Though the terminal building is closed, the airport runway and taxiway are available for use around-the-clock.
- This would be a sanctioned EAA Chapter event and would be covered by their chapter insurance policy.
- The officers of the EAA chapter, who are also airport tenants, would supervise the event. The officers would also remain on site overnight.
- City of Columbia Police Department staff will be advised of the event.

The Richland County Airport Commission conducted an electronic meeting to consider this request. Their recommendation is attached to this briefing document.

Mr. Larry Smith, County Attorney, has reviewed the request. He indicates it is a management/policy decision whether to make the airport available for this event. Should the Council decide to make the property available, the following should be considered:

- The use needs to be subject to an agreement regarding its use; subject to an Indemnification and Hold Harmless Agreement (HHA).
- If such use will create a precedence for such future activities at the airport.

Finally, Ms. Brittney Hoyle-Terry, Risk Management Director, offered the following:

- Overnight use of a County facility by members of the public is not free from liability exposure, even if the party provides proof of insurance coverage.
- There are concerns about the precedent this sets for future events at the airport as well as other County facilities.
- If the decision is made to allow such use, a formal agreement should be in place.

Attachments:

1. Richland County Airport Commission recommendation
2. Hold Harmless Agreement

EAA Chapter 242 Fly-In Movie and Overnight Event at KCUB Email Voting Results	
<i>RCAC recommends to County Council that the April 27, 2019 movie and camping event planned by EAA 242 on an approved and designated area of KCUB be approved by County Council with the following stipulations:</i>	
<i>Richland County Airport Commission, working with the Airport General Manager, develop an appropriate policy regarding overnight stays and activities at the Jim Hamilton – LB Owens Airport.</i>	
<i>The event specified be supervised, including overnight activities by an appropriate member of and as designated by the EAA, Chapter 242.</i>	
John Parrish	In Favor
Mike Kelly	In Favor
Stuart Hope	In Favor
Cecil D. Hannibal	No Reply
Lindsey F. Ott, PhD	In Favor
Tally Parham Casey	In Favor
Tim Mosseau	In Favor
Emerson Smith	In Favor
Joel McCreary	In Favor
In Favor	8
Not In Favor	0
No Reply	1
Motion Carries	Yes
Validated by Joel McCreary, Chair, Richland County Airport Commission on April 8, 2019	

Distribution:

mastercleanjanitorial@gmail.com
mkelly@mklawgroup.com
shope@hopeaviation.com
lfott@outlook.com
tcasey@wyche.com
cdhannibal@columbiasc.net
tim.mousseau@gmail.com
emsmith@metromark.net
jm@msarch.net

cc: eversmann@rcgov.us

STATE OF SOUTH CAROLINA)
) **AGREEMENT AND HOLD HARMLESS**
COUNTY OF RICHLAND)

THIS HOLD HARMLESS AGREEMENT, hereinafter “Agreement”, is dated as of the _____ day of _____ and is made by and between the undersigned parties.

WHEREAS, Richland County owns and operates the Jim-Hamilton-LB Owens Airport (“Airport”); and

WHEREAS, the Officers of Experimental Aircraft Association (EAA) Chapter 242 also known as Palmetto Sports Aviation (“EAA”); and

WHEREAS, the EAA would like to host a recreational event (“Event) on Saturday April, 27, 2019 and Sunday April 28, 2019, at the Airport, including an outdoor movie and overnight camping;

NOW, THEREFORE, for and in consideration of the mutual covenant below, the sufficiency of which is hereby acknowledged, EAA and Richland County agrees as follows:

1. Richland County agree to allow EAA to perform the following activities on the Airport property:

Viewing of a movie for entertainment purposes and overnight camping thereafter;

2. EAA and its guests, invitees, and participants of any kind agree to:

On-site supervision of the event by a designated EAA Chapter Officer;

No open fires, use of stoves, or outdoor cooking;

Compliance with established airport security and safety procedures;

Only camping in designated, approved areas;

Restoration of the site and police of all trash will be completed following the event;

Check out with on-site Airport Staff upon completion of the event.

3. Prior to commencing activities hereunder, EAA, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the

State of South Carolina, and minimally the below listed insurance. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability on EAA.

EAA shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage, and personal injury.

EAA shall furnish Richland County at the below address with certified copies of certificates of insurance a minimum of five (5) calendar days prior to the event. Richland County, Attn: Risk Management, PO Box 192, Columbia, SC 29202. Richland County shall be named on the policies as certificate holder.

EAA shall provide Richland County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage, or any other material policy change.

4. Upon the execution of this Agreement, Officers of Experimental Aircraft Association (EAA), for itself and its predecessors, successors, executors, administrators, assigns, legal representatives, affiliated companies, agents, officers, directors, shareholders, attorneys and partners, does hereby release, hold harmless, indemnify and defend Richland County, its employees, agents, administrators, assigns, their predecessors, successors, agents, officers, directors, legal representatives, affiliated companies, attorneys and partners, of and from any and all claims, demands, damages, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, admitted or suffered for or on account of or in connection with the use by EAA of the Airport for the Event, excluding however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence or misconduct of Richland County, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above.

IN THE PRESENCE OF:

Witness

**Officers of Experimental Aircraft
Association (EAA) Chapter 242**

By: _____

Its: _____

Witness

Richland County

By: _____

Its: _____

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Stephan S. Staley, PE, County Engineer
Department: Public Works
Date Prepared: April 10, 2019 **Meeting Date:** April 16, 2019

Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM
Committee	Administration and Finance	
Subject:	City of Columbia: Permission to Survey - SS7462 Verch Locke Sewer Lift Station Area	

Recommended Action:

Staff recommends granting permission for the City of Columbia to perform its survey and soil sampling.

Motion Requested:

Move to approve staff’s recommendation to grant permission to the City of Columbia to perform its survey and soil sampling.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no fiscal impact as no County funds will be used.

Motion of Origin:

N/A

Council Member	
Meeting	
Date	

Discussion:

The City of Columbia is performing a study involving various properties near the Versch Locke Sewer Lift Station, and has requested to perform survey work and soil testing on a portion of property owned by Richland County.

The City of Columbia owns and maintains a 30 foot sanitary sewer outfall line on these properties. The proposed survey will examine the condition of the line for any necessary rehabilitation or replacement. The City may take soil samples in the area to determine if the line has leaks. Soil samples will also help with the design of a new line if the current line cannot be rehabilitated.

Attachments:

- 1. Correspondence from the City of Columbia

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Michael Niermeier (as former Capital Projects Manger)
 Sandra Yúdice, Ph.D., Assistant County Administrator
Department: Administration
Date Prepared: April 09, 2019 **Meeting Date:** April 23, 2019

Legal Review	Brad Farrar, Deputy County Attorney, via email	Date:	April 17, 2019
Budget Review	n/a	Date:	
Finance Review	Stacey Hamm, Finance Director, via email	Date:	April 11, 2019
Other Review:	Jennifer Wladischkin, Procurement Manager	Date:	April 11, 2019
Approved for Council consideration:	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	

Committee Administration and Finance

Subject: Acquisition and Disposal of County Real Property – Draft Policy

Recommended Action:

Staff recommends the A&F Committee forwards to full Council the implementation of the Acquisition and Disposal of County Real Property Policy, with any revisions at the pleasure of the Committee, for approval.

Motion Requested:

Move to direct the Acting County Administrator to implement the Acquisition and Disposal of County Real Property Policy and other related matters thereto.

Request for Council Reconsideration: Yes

Fiscal Impact:

The fiscal impact of implementing the policy will depend on the nature of each transaction as properties are purchased or sold.

Motion of Origin:

n/a

Council Member	Property Distribution Management Ad Hoc Committee, Bill Malinowski
Meeting	
Date	November 27, 2018

Discussion:

Richland County periodically receives offers to purchase different county-owned properties. There have been numerous such offers over the last two years. Specific properties and their status may be discussed at Council's pleasure.

Additionally, some property initiatives have been commenced or explored prior to full Council direction, creating uncertainty as to the status of specific opportunities.

The Property Distribution Management Ad Hoc Committee discussed several offers to sell and purchase during its October and November 2018 meetings. At the October 16, 2018 Council meeting, Councilman Bill Malinowski suggested staff develop a real property acquisition/divestiture policy. During its November 27, 2018 meeting, staff informed the Property Distribution Management Ad Hoc Committee that Administration and the Legal Department were working on the draft policy. The purpose of the policy is to ensure that property acquisitions and/or sales are made consistent with the County's strategic goals and operational purposes as set by Council and carried out by the Administrator.

County Council has Home Rule authority to dispose of county property, and it does so typically through directions given to its Administrator. Per the County Attorney's Office, as a matter of practice, any potential acquisition or sale of a property is vetted and presented to Council with a property disposition summary, typically in Committee.

State law and county ordinances related to this item include:

1. S.C. Code Ann. Section 4-9-30 provides the county governing body the power to acquire and dispose of real property... "to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property..."
2. Richland County Ordinance 2-29(a)(6) states, "Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to: ... (6) Sell, lease or contract to sell or lease real property owned by the County."
3. Richland County Ordinance 2-143(3)(g) states: "Procurement...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property."

Attachments:

1. Draft Policy

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council using a systematic, open, and transparent approach to real property acquisition and disposal.

Authority

The S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

II. Acquisition of Real Property

Purpose

The County would consider acquiring properties for the following purposes:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address

- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
 - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
 - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

III. **Disposal of Real Property**

Purpose

The County would consider disposing of surplus real properties by selling or leasing for the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
5. Economic development.

Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council of said action.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process;
- b. Listing the property with a private broker;
- c. Listing the property for auction; or
- d. Any other method determined by the County Administrator to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate.

Unless otherwise provided by resolution, real property on the SRPL is approved by the County Council for sale and shall be sold for:

- a. Not less than the purchase price originally paid by Richland County; and
- b. Not less than the fair market value, with fair market value being determined by:
 - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
 - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale, which shall not be inconsistent with a sale at fair market value as provided above, shall be within the discretion of County Council.

Sales of real properties with a value under twenty-five thousand dollars (\$25,000.00) are exempt from the provisions of this Section and may be disposed of at the discretion of the County Administrator with approval from County Council by resolution.

The County Administrator or staff shall provide to the County Council an annual report, no later than the first Council meeting in the month of December, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30th, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Proceeds from all sale of surplus real property will be placed in the County's Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.

IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

V. Use of an Agent or Broker

When listing the real property with a private broker as appropriate and necessary, the County Administrator will solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than \$100,000. The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$100,000 would not require the professional services of a real-estate broker.

VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

“...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property...”

Richland County Ordinance 2-29 states:

“Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County”

Richland County Ordinance 2-143 states:

“Procurement...”

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property”

VII. Definitions

For the effects of this policy, the following term have the subsequent meaning:

Real property or Property. The term “real property” or “property” shall include lands, tenements, and hereditaments.

Real Estate Broker. A person who has taken education beyond the agent level as required by state laws and has passed a broker's license exam. Brokers can work alone or can hire agents to work for them.

Real Estate Commissions
Economic Development Committee Meeting

February 5 2019

Overview

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

Recommendation

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is \geq \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price or value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

Assemblage: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.