



Richland County Council  
Administration and Finance Committee Meeting  
**MINUTES**  
April 22, 2025 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Derrek Pugh, Chair; Tyra K. Little, Paul Livingston, Don Weaver, and Tish Dozier Alleyne.

OTHERS PRESENT: Council Chair Jesica Mackey, Councilwoman Allison Terracio, Councilwoman Chakisse Newton, Councilwoman Gretchen Barron, Councilwoman Cheryl English, Councilman Branham, Anette Kirylo, Patrick Wright, Ashiya Myers, Angela Weathersby, Lori Thomas, Michelle Onley, Kenny Bowen, Leonardo Brown, Aric Jensen, Jackie Hancock, Kyle Holsclaw, Stacey Hamm, Quinton Epps, Callison Richardson, Marcus Smith, Sarah Harris, and Adrienne Jackson

1. **CALL TO ORDER** – Chairman Derrek Pugh called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
  - a. **March 25, 2025** – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. Alleyne.  
In Favor: Pugh, Little, Livingston, Weaver, and Alleyne  
The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Ms. Alleyne moved to adopt the agenda as published, seconded by Mr. Livingston.  
In Favor: Pugh, Little, Livingston, Weaver, and Alleyne  
The vote in favor was unanimous.
4. **ITEMS FOR INFORMATION/DISCUSSION**
  - a. **Grants & Community Outreach – Updates on Emergency Solutions Grant and Community Development Block Grant Projects** – Ms. Callison Richardson, Grants and Community Outreach Division Manager, provided an update on the Emergency Solutions Grant (ESG).

The Emergency Solutions Grant is a narrow set of funding for which only organizations active in the local Continuum of Care supporting homeless prevention and assistance efforts are eligible to receive. Historically, the ESG funding went to the State of South Carolina, but the County received an ESG allocation of \$150,000 in the 2023 Program Year. The County worked with HUD to supplement the organizations that received less funding from the State. The organizations did not have to go through the County. They applied through their normal State application process. She noted that \$25,000 goes into homeless prevention (e.g., rental and utility assistance). The Salvation Army will receive \$20,000, and Cooperative Ministry will receive \$5,000. These organizations currently have this funding available to assist the residents.

During the public comment period, it was pointed out that Richland School District II's social worker reached out and provided feedback on what she is seeing at the schools. They have a rental and utility assistance program. They set aside \$20,000/yr. to help their families, and have requested to receive a

portion of the ESG funding. One of the recommendations could be allowing each school district to receive a portion of any future ESG funding.

Ms. Barron inquired how the amount of rent paid is determined.

Ms. Richardson responded that they are used to running these with ESG, which is good for us. They are only allowed to assist families who have a demonstrated emergency situation. There is a documentation process where the family has to show a job loss or something has happened to tip them into the situation. The family is only allowed to receive three months of assistance.

Marcus Smith runs the Community Development Block Grant (CDBG) program. We are preparing the Annual Action Plan for presentation to the Council in June. She noted that one of the projects we recommended for funding in last year's Annual Action Plan was with Vital Connections of the Midlands. They are a non-profit childcare provider with locations across the County. They applied to acquire the building in Hopkins, where they had been renting and providing maintenance for years. At the time, the church was positioned to sell them the building. In the fall, the church backed out of the sale. The County was still willing to assist with some repair work, but the church would have to be a part of the contract. The project just never got off the ground, so the County has had to rescind the award of \$205,000.

According to HUD rules, the County must do a substantial amendment. There will be a public process to put it out for the community to recommend a different project. The recommendation will come back to Council for approval. The following projects have been identified as potential CDBG investment opportunities: (1) Brush Truck purchase for Columbia-Richland Fire Department, (2) Renovations at a First Steps Childcare Center, and (3) Facility Improvements for a Local Youth Shelter.

## 5. **ITEMS FOR ACTION**

- a. I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance [LITTLE and TERRACIO – February 24, 2025] – The County Administrator, Leonardo Brown, stated the committee members have been provided with a draft ordinance.

Ms. Alleyne mentioned the briefing document indicates there are costs associated with training individuals to positively identify a hate crime, but it then goes on to outline that there are some no-cost options. She inquired if the stakeholders choose not to utilize the no-cost options, does staff have an estimate on what it would cost for training implementation? Or would the costs be absorbed by the stakeholders' budgets?

Ms. Little responded that the Sheriff's Department will not incur any additional cost because it is already included in their annual training. If the offender is 17 and under, there is a camp they can attend.

Mr. Patrick Wright, County Attorney, emphasized the hate intimidation ordinance acts as an enhancement to other potential crimes and will never stand alone.

Ms. Newton noted the 3<sup>rd</sup> paragraph reads: "WHEREAS, the County of Richland is responsible for protecting the health, safety, and welfare of those in its community and for enacting ordinances not inconsistent with the Constitution and general law of this State..." and contains a double negative and asks if the language needed to be changed.

Mr. Wright indicated the language does not need to be updated.

Ms. Barron gave an example of a personal experience in which this ordinance could have been applied had it been in place. At the time of this incident, there was nothing the Sheriff's Department could do to assist her.

Ms. Little moved to forward this to Council with a recommendation to approve the ordinance, seconded by Mr. Livingston.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

- b. Community Planning & Development – Conservation – Conservation Fund Easement – Cabin Creek Properties [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] [EXECUTIVE SESSION]

Mr. Livingston moved to go into Executive Session, seconded by Ms. Alleyne.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

***The Committee went into Executive Session at approximately 6:37 PM  
and came out at approximately 6:54 PM***

Mr. Livingston moved to come out of Executive Session, seconded by Mr. Weaver.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

Mr. Pugh indicated that the Committee entered into Executive Session to receive legal advice. No action was taken in Executive Session.

Mr. Quinton Epps, Conservation Division Manager, stated that the staff and the Conservation Commission recommend selling a conservation easement on 734.43 acres known as the Cabin Creek Properties at \$1,000 per acre.

Mr. Livingston moved to forward a recommendation to Council to hold off on the sale until we receive an assessment of the County's current properties, seconded by Mr. Weaver.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

Mr. Brown stated, for clarification, that after we complete a comprehensive review of the County's properties, we will bring this item back before the committee.

- c. Grants & Community Outreach – HOME Project with Columbia Housing Authority – Ms. Richardson stated this grant is predominantly for the development of affordable housing. The County has \$137,000 in HOME funds expiring in September 2025. The funds are on our line of credit because the subrecipient on a home that was developed with the funds lost control of the property. The home was foreclosed on. Some of the paperwork was not there to ensure that there was a restrictive covenant to catch it before it went into foreclosure. The subrecipient repaid the funds to the County, and the County returned the funds to HUD. Then HUD instructs the County to reinvest them. Staff is requesting to move forward with the project they have been working on with the Columbia Housing Authority.

The Columbia Housing Authority is undergoing a conversion and essentially getting out of property ownership. One strategy is Section 32, which includes all the single-family homes it controls. The Columbia Housing Authority owns 150 single-family homes scattered throughout the County. Some of them are nuisance properties, some are boarded up, and some will have to be torn down. The ones that can be rehabilitated will go through a rehabilitation process. They will then go through a lease-to-own process for an eligible family. If there is currently a family living in the house, they will be given an opportunity to have their home rehabilitated and then go through the process to purchase the home. The Columbia Housing Authority has a great housing counseling program and would work to ensure the family is ready to take on the responsibility. The County is considering taking three properties and expending the funding that must be utilized by September to complete the home repairs. The homes are located in Council Districts 2, 7, and 9.

Mr. Livingston inquired who the families would be leasing the property from.

Ms. Richardson replied that the Columbia Housing Authority would still lease the property. The families would be required to purchase the home within three years. Each family has vouchers to assist with rent, which will transition into a mortgage assistance voucher at the closing.

Mr. Weaver asked what percentage of participants close on the home.

Ms. Richardson indicated this is a new avenue to offload the inventory, so we do not know how many people will successfully go from lease-to-own.

Mr. Branham inquired if the title would remain with the Columbia Housing Authority until the full purchase price was paid.

Ms. Richardson responded in the affirmative. The County will invest the money to renovate the house, and the Columbia Housing Authority will continue to own it. There would be an agreement between the lessor and the Columbia Housing Authority. When the family is ready to close, the property will transfer to them. They would be required to secure a traditional loan within three years.

Mr. Livingston moved to forward to Council with a recommendation to approve and authorize the County Administrator to execute a contract with Columbia Housing contingent on successful underwriting and certification of the Environmental Review Record for a \$334,269.00 HUD-funded affordable housing activity resulting in the rehabilitation of three single-family rental homes that will convert to lease-to-own opportunities for eligible residents. Mr. Weaver seconded the motion.

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

- 1, **ADJOURNMENT**: Councilwoman Alleyne motion to adjourn the meeting, Councilman Weaver second the motion

In Favor: Pugh, Little, Livingston, Weaver, and Alleyne

The vote in favor was unanimous.

The meeting adjourned at approximately 6:58 PM.



## Informational Agenda Briefing

|                             |   |                          |                       |
|-----------------------------|---|--------------------------|-----------------------|
| Prepared by:                | Callison Richardson   | Title:                   | Division Manager      |
| Department:                 | Grants and Community Outreach   | Division:                | Community Development |
| Date Prepared:              | April 2, 2025   | Meeting Date:            | April 22, 2025        |
| Approved for consideration: | County Administrator  | Leonardo Brown, MBA, CPM |                       |
| Meeting/Committee           | Administration & Finance  |                          |                       |
| Subject:                    | Updates on Emergency Solutions Grant and Community Development Block Grant Projects |                          |                       |

The Richland County Community Development Office is responsible for the management and distribution of Federal grants by the United States Department of Housing and Urban Development (HUD). To follow are updates on two key HUD grants: Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG).

Both updates are tied to the shifting landscape of Federal grants and the County's priority to expedite the disbursement and investment of available HUD funds.

### EMERGENCY SOLUTIONS GRANT (ESG)

#### *Background*

The Emergency Solutions Grant is a targeted grant designed to support homeless prevention and homelessness assistance efforts. Historically, all ESG funding for this region came through the State ESG program run by the SC Office of Economic Opportunity (OEO); however, the County began receiving a small annual ESG allocation of \$150,000 in the 2023 Program Year. The '23 and '24 allocations received are included in the respective Annual Action Plans. This is a narrow set of funding for which only organizations active in the local Continuum of Care (CoC) are eligible to receive. When the County began receiving ESG allocations, the OEO saw a reduction in their annual ESG funding which impacted local homeless services providers that historically received this support.

#### *Program Development*

Each HUD grant managed by the County requires policies & procedures, a dedicated allocation and distribution process, subrecipient monitoring and reporting, and reporting and grant management with HUD. Through partnership with the Univ. of SC Master in Public Administration (MPA) Program, the Community Development Office recruited Kennedy Henderson as a Graduate Intern to assist with the development and launch of an ESG program. She has done an excellent job and we are pleased to share that the program is now off the ground with contracting underway.

#### *Awards & Allocations*

In an effort to streamline the distribution of these funds to support homeless prevention and services, County staff worked with the OEO and local CoC members to develop a County ESG program. It was determined that the most effective way to allocate the County's ESG funds was to utilize them as a "supplement" to the State ESG funding received by members of the local CoC. In short, the County's

allocations would mirror the State allocations, providing an approximate 27% match to State ESG funding. It means that local agencies only have to participate in one competitive annual application process through the OEO in order to receive ESG funds from both the State and Richland County. All ESG Subrecipients are required to provide a \$-for-\$ match of the County's ESG funds.

The County is now positioned to disburse both the 2023 and 2024 ESG allocations to assist in the following eligible areas of service approved in the Annual Action Plans for each year: 1) Homeless Prevention, 2) Rapid Rehousing, 3) Street Outreach, 4) Emergency Shelter, and 5) HMIS Management. Each ESG program category entails specific services and eligible activities that aim to prevent and reduce homelessness in the County.

The following ten (10) local agencies will receive County ESG funds as a supplement to their State ESG funds: The Cooperative Ministry, Homeless No More, MIRCI, Midlands Housing Alliance, One 80 Place, Palmetto Place, Salvation Army of the Midlands, Sistercare, United Way of the Midlands, and the Columbia Women's Shelter. An overview of the awards is included in Attachment 1. Each organization is engaged in the contracting process and agrees to expend funds by the assigned deadlines.

### *Future of ESG*

The County has not received notice from HUD of the 2025 Grant Allocation levels, but staff expect to receive communication soon and are developing a plan for potential 2025 funds. Based on public input received during a 30-Day Comment Period from March 9-April 9, 2025, there is consideration of using future ESG funds to only support a Homeless Prevention program to provide emergency utility and rental assistance for families referred by Richland One, Richland Two, and Lexington-Richland Five School Districts. The alternative would be to continue providing supplemental funding to State ESG award recipients, allowing ESG funds to support a variety of services. Should the County receive another round of ESG funds, a budget for those funds will be included in the 2025 Annual Action Plan for consideration by the A&F Committee in June 2025.

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Included in the 2024 Annual Action Plan for CDBG funding from Oct. 1, 2024 - Sept. 30, 2025 was funding for 8 different projects run by local non-profits, all benefitting the low/mod population of the County. All CDBG Subrecipients understand that they must expend 75% of their award by July 15, 2025 in order for the County reach the annual CDBG Timeliness Test. All projects are contracted and successfully lifted off of the ground, on track to meet their expenditure goals with one exception. The Public Facility Improvement Project supporting Vital Connections of the Midlands (VCM), a nonprofit childcare provider, has faced several challenges and remains stalled. Due to expenditure requirements, County staff have had to recommend the recension of their award.

### *Background*

Vital Connections of the Midlands (VCM) applied for CDBG funding in February 2024 and was awarded \$205k of CDBG funds in July 2024. Funds were intended to 1) Allow for the acquisition of Tender Years location in Hopkins, SC and 2) Rehabilitate both the Arthurtown and Tender Year locations with parking lot and playground upgrades. Since then, County staff have provided VCM with ongoing support,

including orientation, technical assistance meetings, and assistance with the Request for Proposal and Environmental Review processes. Despite these efforts, progress toward project implementation has stalled. The acquisition opportunity fell through, the other elements of the project have not moved forward as planned, and the Subrecipient is unable to expend funds to meet the required 75% expenditure goal by July 2025.

#### *Reallocation of Funds:*

Given the shifting landscape surrounding future HUD funding, the potential risk of clawbacks with already-awarded funds, and compliance requirements for the timely expenditure of CDBG funds, Grants & Community Development Staff recommend the reallocation of the \$205k award. The County must conduct a Substantial Amendment to the 2024 Annual Action Plan including a Public Notice, 30-Day Comment Period, Public Hearing and Council Approval to reallocate the \$205k in CDBG funds to another eligible Activity. Reallocated Public Facility Improvement funds would support "shovel ready" projects already in development and poised for expedited investment.

#### *Reallocation Opportunities:*

The following projects have been identified by Community Development staff as potential CBDG investment opportunities that align with the Five-Year Consolidated Plan and 2024 Annual Action Plan.

1. *Brush Truck purchase for Columbia-Richland Fire Department:* Acquisition of emergency response equipment for Fire Station #22 in Lower Richland after a Brush Truck sustained significant damage following recent response to a wildfire. As this is not a "construction-involved" project, it would be the most "shovel ready" and allow for the easy investment of CDBG funds by July 30, 2025.
2. *Renovations at a First Steps Childcare Center:* County staff are aware of critical renovations needed at a First Steps childcare facility serving low- to moderate-income families in Richland County. This project was recommended for CDBG-CV funding in the last application cycle.
3. *Facility Improvements for a Local Youth Shelter:* County staff are aware of significant facility needs at a local homeless shelter for teens. Enhancements would improve client services for homeless youth.

#### *Next Steps:*

Community Development staff will work with Grants Director and County Administration to identify the priority project for the reallocation of these funds. Staff will conduct the Substantial Amendment Process and bring the proposed amendment and new project(s) to Committee for consideration and approval in May 2025.

#### **ATTACHMENTS:**

1. 2023 and 2024 Emergency Solutions Grant (ESG) Allocations

### **Emergency Solutions Grant PY23 Allocations - \$148,882.00**

(for expenditure by Sept. 15, 2025)

| Continuum of Care Member       | Emergency Shelter | Steet Outreach | Rapid Re-Housing | Homeless Prevention | HMIS        |
|--------------------------------|-------------------|----------------|------------------|---------------------|-------------|
| The Cooperative Ministry       | \$0.00            | \$0.00         | \$0.00           | \$8,072.86          | \$0.00      |
| Homeless No More               | \$12,466.64       | \$0.00         | \$0.00           | \$0.00              | \$3,081.09  |
| MIRCI                          | \$0.00            | \$8,072.86     | \$0.00           | \$0.00              | \$0.00      |
| Midlands Housing Alliance      | \$27,071.54       | \$0.00         | \$0.00           | \$0.00              | \$0.00      |
| One 80 Place                   | \$0.00            | \$0.00         | \$6,577.88       | \$0.00              | \$0.00      |
| Palmetto Place                 | \$6,577.88        | \$0.00         | \$0.00           | \$0.00              | \$0.00      |
| Salvation Army of the Midlands | \$0.00            | \$0.00         | \$0.00           | \$23,922.58         | \$0.00      |
| Sistercare                     | \$10,970.11       | \$0.00         | \$0.00           | \$0.00              | \$10,973.11 |
| United Way of the Midlands     | \$0.00            | \$0.00         | \$0.00           | \$0.00              | \$15,547.72 |
| Columbia's Women Shelter       | \$15,547.73       | \$0.00         | \$0.00           | \$0.00              | \$0.00      |

### **Emergency Solutions Grant PY24 Allocations - \$151,468.00**

(for expenditure by Sept. 15, 2026)

| Continuum of Care Member       | Emergency Shelter | Street Outreach | Rapid Re-Housing | Homeless Prevention | HMIS        |
|--------------------------------|-------------------|-----------------|------------------|---------------------|-------------|
| The Cooperative Ministry       | \$0.00            | \$0.00          | \$0.00           | \$7,812.10          | \$0.00      |
| Homeless No More               | \$16,492.21       | \$0.00          | \$0.00           | \$0.00              | \$0.00      |
| MIRCI                          | \$0.00            | \$9,258.78      | \$0.00           | \$0.00              | \$0.00      |
| Midlands Housing Alliance      | \$24,014.98       | \$0.00          | \$0.00           | \$0.00              | \$0.00      |
| One 80 Place                   | \$0.00            | \$0.00          | \$12,152.16      | \$0.00              | \$0.00      |
| Palmetto Place                 | \$6,365.45        | \$0.00          | \$0.00           | \$0.00              | \$0.00      |
| Salvation Army of the Midlands | \$3,000.00        | \$3,000.00      | \$0.00           | \$17,580.98         | \$0.00      |
| Sistercare                     | \$10,850.14       | \$0.00          | \$0.00           | \$0.00              | \$10,850.14 |
| United Way of the Midlands     | \$0.00            | \$0.00          | \$0.00           | \$0.00              | \$15,045.53 |
| Columbia's Women Shelter       | \$15,045.53       | \$0.00          | \$0.00           | \$0.00              | \$0.00      |



# **RICHLAND COUNTY ADMINISTRATION**

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



## **Agenda Briefing**

|                                    |   |                      |                                |
|------------------------------------|---|----------------------|--------------------------------|
| <b>Prepared by:</b>                | Dr. John M. Thompson  | <b>Title:</b>        | Assistant County Administrator |
| <b>Department:</b>                 | Administration  | <b>Division:</b>     |                                |
| <b>Date Prepared:</b>              | March 7, 2025   | <b>Meeting Date:</b> | April 22, 2025                 |
| <b>Legal Review</b>                | Patrick Wright via email  | <b>Date:</b>         | April 15, 2025                 |
| <b>Budget Review</b>               | Maddison Wilkerson via email  | <b>Date:</b>         | April 7, 2025                  |
| <b>Finance Review</b>              | Stacey Hamm via email   | <b>Date:</b>         | April 4, 2025                  |
| <b>Approved for consideration:</b> |   |                      |                                |
| <b>Meeting/Committee</b>           | Administration & Finance  |                      |                                |
| <b>Subject</b>                     | "I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance." |                      |                                |

### **RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the Hate Crimes Ordinance.

Request for Council Reconsideration: ☐ Yes

### **FIDUCIARY:**

|   |                          |     |                                     |    |
|---|--------------------------|-----|-------------------------------------|----|
| Are funds allocated in the department's current fiscal year budget? | <input type="checkbox"/> | Yes | <input checked="" type="checkbox"/> | No |
| If not, is a budget amendment necessary?                            | <input type="checkbox"/> | Yes | <input type="checkbox"/>            | No |

### **ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There are costs associated with training individuals to positively identify a hate crime as defined in the proposed ordinance. These costs may be associated with training existing staff or utilizing a third party consultant (trainer). Staff anticipates stakeholders in the Sheriff's Department, the Solicitor's Office, the Public Defender's Office, and the judicial center will receive training on this ordinance should County Council pass it. The cost is unknown at this time.

The Office of Community Oriented Policing Services (COPS Office), a component of the U.S. Department of Justice, offers the Collaborative Reform Initiative Technical Assistance Center (CRI-TAC) program. This program provides "critical and tailored technical assistance resources to state, local, territorial, and tribal law enforcement agencies on a wide variety of topics" – to include "Addressing Hate Crimes." CRI-TAC is a public service and is offered at no-cost.

The Bureau of Justice Assistance (BJA) also provides resources, including training and technical assistance. Some of the BJA programs focus on investigating and prosecuting hate crime offenses, such as the Hate Crimes Training & Technical Assistance Program.

Both the DOJ and BJA offer grant programs that support hate crimes programs of law enforcement agencies, researchers, community organizations, and service providers. Many of grants are offered annually. These grants may be used to offset the impact to the County's budget.

*Applicable fund, cost center, and spend category:* to be determined

#### OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

#### COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

There are no legal concerns regarding this matter.

#### REGULATORY COMPLIANCE:

Presently, there is no South Carolina state law related to hate crimes; however, there are numerous federal laws.

- The Public Health and Welfare (Violations; Penalties), 42 U.S.C. § 3631.
- Federally Protected Activities, 18 U.S.C. § 245.
- That Matthew Shepard and James Byrd, Jr. Hate Crimes Prevention Act of 2009, 18 U.S.C. § 249.
- Criminal Interference with Right to Fair Housing, 42 U.S.C. § 3631.
- Damage to Religious Property, Church Arson Prevention Act, 18 U.S.C. § 247.
- The COVID-19 Hate Crimes Act, 34 U.S.C. § 30501.
- The Khalid Jabara and Heather Heyer National Opposition to Hate, Assault, and Threats to Equality Act of 2021, 34 U.S.C. § 30507.
- Violent Interference with Federally Protected Rights, 18 U.S.C. § 245.
- Conspiracy Against Rights, 18 U.S.C. § 241.

#### MOTION OF ORIGIN:

"I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance."

|                |  |
|----------------|--|
| Council Member | The Honorable Tyra Little, District 3 & the Honorable Allison Terracio, District 5 |
| Meeting        | Regular Session  |
| Date           | February 4, 2025   |

#### STRATEGIC & GENERATIVE DISCUSSION:

In preparing this draft Hate Crimes Ordinance, staff reviewed hate crimes ordinances from the Town of Arcadia Lakes, City of Columbia, City of Wellford, City of Charleston, and the City of Myrtle Beach as well as a general hate crimes bill introduced to the South Carolina Senate on January 14, 2025. Similar to the ordinances adopted by the aforementioned municipalities and language in the proposed Senate bill, the draft Hate Crimes Ordinance for Richland County establishes the purpose of the proposed ordinance, defines a hate crime and hate material, and provides the penalties for violators of the ordinance.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

**Goal:** Establish Operational Excellence

*Objective:* Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion.

**ATTACHMENTS:**

1. 2023 Hate Crime Statistics
2. Town of Arcadia Lakes Hate Crimes Ordinance
3. City of Columbia Hate Crimes Ordinance
4. City of Charleston Hate Crimes Ordinance
5. City of Wellford Hate Crimes Ordinance
6. City of Myrtle Beach Hate Crimes Ordinance
7. Proposed Senate Bill S. 57
8. Proposed Ordinance

# Hate Crimes | United States Department of Justice | Hate Crimes

 [justice.gov/hatecrimes/state-data/south-carolina](https://justice.gov/hatecrimes/state-data/south-carolina)

September 27, 2022

[Hate Crime Statistics](#)[Case Examples](#)[News](#)

[Resources](#) [DOJ Offices](#)

## 2023 Hate Crime Statistics for South Carolina\*

### Bias Motivation Categories by Year

| Bias Motivation Category | 2021 | 2022 | 2023 |
|--------------------------|------|------|------|
| Race/Ethnicity/Ancestry  | 49   | 40   | 70   |
| Religion                 | 32   | 13   | 26   |
| Sexual Orientation       | 21   | 10   | 9    |
| Disability               | 2    | 0    | 3    |
| Gender                   | 0    | 0    | 2    |
| Gender Identity          | 3    | 2    | 5    |
| <b>Total:</b>            | 107  | 65   | 115  |

### Types of Crime

|                         |    |       |
|-------------------------|----|-------|
| Crimes Against Persons  | 64 | 49.2% |
| Crimes Against Property | 48 | 36.9% |
| Crimes Against Society  | 18 | 13.8% |

### Bias Motivation Categories

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|                                |    |       |
|--------------------------------|----|-------|
| <b>Race/Ethnicity/Ancestry</b> | 70 | 60.9% |
| <b>Religion</b>                | 26 | 22.6% |
| <b>Sexual Orientation</b>      | 9  | 7.8%  |
| <b>Disability</b>              | 3  | 2.6%  |
| <b>Gender</b>                  | 2  | 1.7%  |
| <b>Gender Identity</b>         | 5  | 4.3%  |

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\*2021 was the first year that the annual hate crimes statistics were reported entirely through the National Incident-Based Reporting System (NIBRS). As a result of the shift to NIBRS-only data collection, law enforcement agency participation in submitting all crime statistics, including hate crimes, fell significantly from 2020 to 2021.

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## Resources

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The resources below include specific examples, experiences, or information related to South Carolina.

Go to the [Resources page](#) to access all resources.

### Publication | National Institute of Justice (OJP) | Law Enforcement, Prosecutors

[Notes from the Field: Maintaining Vigilance to Combat Terrorism](#)

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## DOJ Offices

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**Columbia**  
151 Westpark Boulevard  
Columbia, SC 29210

T: 803.551.4200  
[columbia.fbi.gov](http://columbia.fbi.gov)

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### FBI Field Office



**South Carolina (Columbia)**  
[www.justice.gov/usao-sc/contact-us](http://www.justice.gov/usao-sc/contact-us)

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### U.S. Attorney's Office



**Southeastern Regional Office**  
61 Forsyth Street SW  
Suite 7B65  
Atlanta, GA 30303

T: 404.331.6883  
F: 404.331.4471  
[askcrs@usdoj.gov](mailto:askcrs@usdoj.gov)

**Southeastern Field Office**  
51 SW First Avenue  
Suite 624  
Miami, FL 33130

T: 305.536.5206  
F: 305.536.6778  
[askcrs@usdoj.gov](mailto:askcrs@usdoj.gov)

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### CRS Regional Offices

Updated February 3, 2025

STATE OF SOUTH CAROLINA )

)

**Ordinance No. 2024-002**

TOWN OF ARCADIA LAKES )

WHEREAS, the residents and visitors of the Town of Arcadia Lakes are a diverse collection of individuals representing diverse races, colors, creeds, religions, ancestries, sexual orientations, genders, gender identities, physical and mental disabilities, and national origins; and

WHEREAS, the Town of Arcadia Lakes values and wishes to protect its residents and visitors irrespective of their race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin; and

WHEREAS, crimes that are motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, sexual orientation, gender, gender identity, physical or mental disability, or national origin of any person are an affront to the values held by the Town; and

WHEREAS, the State of South Carolina has yet to adopt a statewide Hate Crime Legislation, and is only one of two states in the United States who have yet to adopt such protections for its citizens and visitors; and

WHEREAS, the Town of Arcadia Lakes desires to enact a new section of its Code of Ordinances in order to protect its residents and visitors and deter crimes motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, sexual orientation, gender, gender identity, physical or mental disability, or national origin of any person, and provide separate appropriate penalties in addition to the punishment for the underlying violation of the ordinances of the Town; and

WHEREAS, Arcadia Lakes Town Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the town's citizens, and it now desires to do so, as displayed below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the Municipality of Arcadia Lakes, in Council assembled, Section 3-318 of the Arcadia Lakes Code of Ordinances titled *Hate Intimidation* is hereby enacted to specifically read as follows:

### **Section 3-318 HATE INTIMIDATION.**

(A) A person who violates an offense as prohibited by Chapter 3, Article III of the Town of Arcadia Lakes Code of Ordinances, any act or omission which is prohibited or declared unlawful under this Code of Ordinances, or any provision of State law within the municipal limits of the Town of Arcadia Lakes, with the intent to intimidate a person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided in section (B) here within. Sentences

shall run consecutive to one another unless the Court specifies on the record good cause why they should run concurrently.

(B) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation,

(1) A violation of this section shall be a misdemeanor and punishable by a fine of not more than \$500.00 and/or by imprisonment for not more than 30 days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the Court articulates on the record the reasons why the sentences should run concurrently.

(2) The Court may impose community service or participation in an educational program for violation of this Section.

(3) Any sentence may be suspended upon the defendant's completion of appropriate education, counseling, or community service employment as ordered by the Court.

(4) The Court may also designate that all or part of the fine be directed to support programs designed to combat bias based on ethnicity, national origin, color, religion, sexual orientation, gender and gender identity, or physical or mental disability.

(C) Restitution authorized. In addition to the penalties provided for above, the Court may order restitution up to the limits of the Court's jurisdiction for damages sustained by the victim of this offense directly related to the commission of the crime, which may include compensation for medical bills, counseling or therapy or damage to property sustained by the victim as a result of the underlying criminal offense.

**ENACTED IN REGULAR MEETING**, this 2<sup>nd</sup> day of May, 2024.

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**Mark W. Huguley, Mayor**

**ATTEST:**

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**Elizabeth Krajewski, Clerk/Treasurer**

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**Scott Elliott, Town Attorney**

First reading: April 4, 2024

Final reading: May 2, 2024



**ORDINANCE NUMBER NO.: 2019-062**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,  
Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, to add  
Sec. 14-8 Hate intimidation*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 17th day of December, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, is amended to add Sec. 14-8 Hate intimidation, to read as follows:

**Sec. 14-8. Hate intimidation.**

(a) A person who violates Sec. 10-34, 12-8, 14-5, 14-31, 14-91, 14-92, 14-93, 14-94, 14-97, 14-101, 14-102, 14-104, 14-263, 15-1 or 22-72 with the intent to intimidate a person in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation (as defined in Sec. 11-503), disability (as defined in Sec. 11-503) **gender identity, expression** or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided by Sec. 1-5. The sentences shall run consecutive to one another unless the court specifies on the record good cause why they should run concurrently.

(b) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation.

(c) A court may impose community service or participation in an educational program for violation of this section.

(d) All fines paid and collected pursuant to this section shall be used to support educational programs. (e) As used in this section "educational program" shall mean an educational program approved by the city that is conducted by a public or not-for-profit entity within the city limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

Requested by:

Mayor Benjamin \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Introduced: 8/20/2019

Final Reading: 9/17/2019


 Ratification  
 Number 2023-237

# AN ORDINANCE

TO AMEND CHAPTER 21-OFFENSES; ARTICLE I-IN GENERAL; SECTION 21-1-HATE INTIMIDATION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Chapter 21-Offenses; Article I-In General; Section 21-1-Hate Intimidation will be amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike-through~~:

A person who violates another section of this chapter with the intent to intimidate another person or persons in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the other person or persons, including any act of antisemitism, is guilty of the separate offense of hate intimidation and shall be punished as provided by section 1-16. The sentences shall run consecutive to one another unless the court specifies on the record reason why they should run concurrent. For purposes of this section, 'antisemitism' refers to the definition set forth by the International Holocaust Remembrance Alliance (IHRA).

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this 28<sup>th</sup> day of November in the year of Our Lord, 2023, in the 248<sup>th</sup> Year of the Independence of the United States of America.

By: [Signature]  
 John J. Tecklenburg, Mayor

ATTEST: By: [Signature]  
 Jennifer Cook  
 Clerk of Council

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

ORDINANCE NO:2024-0806-01

CITY OF WELLFORD )

.....

**AN ORDINANCE ESTABLISHING PENALTIES FOR HATE CRIMES**

**WHEREAS**, the State of South Carolina has yet to adopt a statewide Hate Crime statute; and the City of Wellford is responsible with protecting the health, safety, and welfare of our community and to enact ordinances of any nature that are not prohibited by law, or the Constitution of the United States as stated in 5-13-30 (9-10) of the South Carolina Code of Laws. The City of Wellford values the diversity of our community.

**WHEREAS**, the City of Wellford acknowledges it must protect its residents and visitors from intimidation, threats, crimes, hate, and towards a person because of their actual or perceived ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities. This ordinance is to help deter crimes motivated by bias or hate towards any person or persons.

(a) Any person(s) who violate(s) this ordinance with the intent to intimidate or harass a person(s) because of the actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities is guilty of a separate offense of hate crimes and shall be punished as provided in item (b) here within.

(b) Penalties. A violation of this section shall be a misdemeanor punishable by a fine of not more than \$500.00, and/or imprisonment for not more than thirty (30) days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the court articulates on the record the reasons why the sentences should run concurrently. Any sentence may be suspended on completion of appropriate education, counseling, or community service by the defendant as ordered by the court.



(c) Restitution. In addition to the penalties provided above, the Court may order restitution for any damages sustained by the victim of offenses directly related to the commission of the crime. This restitution may include but not limited to, medical bills, counseling or therapy, or any property damage that was sustained by the victim as a result of the criminal offense.


(d) In addition, no person(s) shall disseminate hate material on any public property or on any commercial property, or residential property without the permission of the owner of the residential property within the city limits of Wellford. "Hate material" is defined as content which advocates or promotes genocide or hatred against a group of people based on religion, race, gender, ethnicity, gender identity, sexual orientation, national origin, and/or any type of disability.

It is further ordained by the City Council of the City of Wellford that all Ordinances in conflict with this Ordinance are hereby repealed.


**DONE AND RATIFIED** in Council assembled on this 3rd day of September 2024.

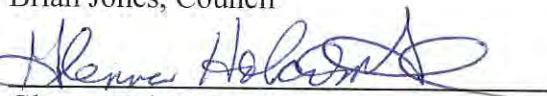
First Reading: August 6, 2024

Second and Final Reading: September 3, 2024

  
Patricia Watson, Mayor

**ATTEST:**

  
Ladeana Mabe, Municipal Clerk  
City of Wellford, South Carolina

Brian Jones, Council  
  
Glenna Holcombe, Council

  
Wymond Wilkins, Council  
  
Paige Bain, Council

## ORDINANCE 2024-21

CITY OF MYRTLE BEACH  
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

)  
)  
)  
TO ENACT SECTION 14-200 OF THE  
CITY OF MYRTLE BEACH CODE OF  
ORDINANCES ENTITLED *HATE  
INTIMIDATION*

**WHEREAS**, the residents and visitors of the City of Myrtle Beach are a diverse collection of individuals representing a multitude of races, colors, creeds, religions, ancestries, sexual orientation, genders, gender identities, physical and mental disabilities, and national origins; and

**WHEREAS**, the City of Myrtle Beach values and wishes to protect its residents and visitors irrespective of their race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin; and

**WHEREAS**, crimes that are motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the person are an affront to the values held by the City; and

**WHEREAS**, the City of Myrtle Beach desires to protect residents and visitors from crimes motivated by bias or hate but also recognizes that some incidents involving bias or hate – while contrary to the values held by the City - do not rise to the level of a criminal act and, likewise, that not all criminal acts towards a member or members of a protected class are motivated by bias or hate; and

**WHEREAS**, the State of South Carolina has yet to adopt statewide hate crime legislation, and is only one of two states in the United States that have yet to adopt such protection for its citizens and visitors; and

**WHEREAS**, the City of Myrtle Beach desires to enact a new section of its Code of Ordinances to protect its residents and visitors and deter crimes motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the person, and provide separate appropriate penalties in addition to the punishment for the underlying violation of the ordinances of the City or the laws of the State; and

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Mayor and Councilmembers of the City of Myrtle Beach that Section 14-200 of the Myrtle Beach Code of Ordinances titled *Hate Intimidation* is hereby enacted to specifically read as follows:

**§ 14-200 HATE INTIMIDATION.**

(a) A person who commits a crime in violation of Chapter 14 of the City of Myrtle Beach Code of Ordinances or any other City Ordinance or in violation of State law within the municipal limits of the City of Myrtle Beach, with the intent to intimidate or harass a person or persons, or to cause harm, injury or damage to the person or property of the victim(s), in whole or in part, because of the actual or perceived race, color, creed, religion,

ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the other person or persons, is guilty of the separate offense of hate intimidation and shall be punished as provided in item (b) below.

- (b) (1) A violation of this section shall be a misdemeanor and punishable by a fine of not more than \$500.00 and/or by imprisonment for not more than 30 days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the court articulates on the record the reasons why the sentences should run concurrently.
- (2) Separate fines and/or sentences shall be imposed for contemporaneous or concurrent violations.
- (3) The court may impose community service or participation in an educational or counseling program for violation of this section.
- (4) The court may suspend the sentence and/or fine in whole or in part, and require completion of an educational program, a course of counseling, or appropriate community service. This provision does not constitute creation of a diversion program, nor does it provide for dismissal of any conviction or guilty plea, but instead allows the court flexibility in selecting effective penalties in appropriate cases.
- (5) The court may also designate all or part of the imposed fine be directed to the support of programs designed to combat bias based on race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin.

(c) Restitution authorized. In addition to the penalties provided for above, the court may order restitution up to the limits of the court's jurisdiction for damages sustained by the victim of this offense directly related to the commission of the crime which may include compensation for medical bills, counseling or therapy or damage to property sustained by the victim as a result of the underlying criminal offense.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

SIGNED, SEALED AND DELIVERED THIS 24<sup>th</sup> DAY OF MARCH, 2024.

  
JENNIFER ADKINS, CITY CLERK

  
BRENDA BETHUNE, MAYOR

1<sup>st</sup> Reading: 3-26-2024

2<sup>nd</sup> Reading: 4-9-2024

**South Carolina General Assembly**  
126th Session, 2025-2026

**S. 57**

**STATUS INFORMATION**

General Bill

Sponsors: Senator Allen

Document Path: SMIN-0026MW25.docx

Introduced in the Senate on January 14, 2025

Currently residing in the Senate Committee on **Judiciary**

Summary: Provide Penalties for Hate Crimes

**HISTORY OF LEGISLATIVE ACTIONS**

| Date       | Body   | Action Description with journal page number                        |
|------------|--------|--|
| 12/11/2024 | Senate | Prefiled   |
| 12/11/2024 | Senate | Referred to Committee on <b>Judiciary</b>                          |
| 1/14/2025  | Senate | Introduced and read first time (Senate Journal-page 53)            |
| 1/14/2025  | Senate | Referred to Committee on <b>Judiciary</b> (Senate Journal-page 53) |

View the latest [legislative information](#) at the website

**VERSIONS OF THIS BILL**

12/11/2024



1  
2  
3  
4  
5  
6  
7  
8  
9 **A BILL**  
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 16-3-2410; BY  
12 AMENDING SECTION 16-11-510, RELATING TO MALICIOUS INJURY TO ANIMALS AND  
13 OTHER PERSONAL PROPERTY, SO AS TO REVISE THE PENALTIES FOR MALICIOUS  
14 INJURY TO PERSONAL PROPERTY; AND BY AMENDING SECTION 16-11-520, RELATING  
15 TO MALICIOUS INJURY TO A TREE, HOUSE, OUTSIDE FENCE, OR FIXTURE AND  
16 TRESPASS UPON REAL PROPERTY, SO AS TO REVISE THE PENALTIES FOR MALICIOUS  
17 INJURY TO REAL PROPERTY AND TO PROVIDE ADDITIONAL PENALTIES FOR PERSONS  
18 WHO MALICIOUSLY INJURE PERSONAL OR REAL PROPERTY OF ANOTHER PERSON  
19 WITH THE INTENT TO ASSAULT, INTIMIDATE, OR THREATEN THAT PERSON.  
20

21 Be it enacted by the General Assembly of the State of South Carolina:  
22

23 SECTION 1. Chapter 3, Title 16 of the S.C. Code is amended by adding:  
24

25 Article 22  
26

27 Hate Crimes  
28

29 Section 16-3-2410. A person who commits an offense contained in this chapter with the intent to  
30 assault, intimidate, or threaten a person because of his race, religion, color, sex, age, national origin, or  
31 sexual orientation is guilty of a felony and, upon conviction, must be fined not less than two thousand  
32 dollars nor more than ten thousand dollars, or imprisoned not less than two years nor more than fifteen  
33 years, or both. Two thousand dollars of a fine and two years of a sentence imposed pursuant to the  
34 provisions of this article may not be suspended.  
35

36 SECTION 2. Section 16-11-510 of the S.C. Code is amended to read:  
37

38 Section 16-11-510. (A) It is unlawful for a person to wilfully and maliciously cut, shoot, maim,  
39 wound, or otherwise injure or destroy any horse, mule, cattle, hog, sheep, goat, or any other kind, class,  
40 article, or description of personal property, or the goods and chattels of another.

41 (B) A person who violates the provisions of this section is guilty of a:

42 (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not



1 more than ten years, or both, if the injury to the property or the property loss is worth ten thousand  
2 dollars or more;

3 (2) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not  
4 more than five years, or both, if the injury to the property or the property loss is worth more than two  
5 thousand dollars but less than ten thousand dollars;

6 (3) misdemeanor triable in magistrates court or municipal court, notwithstanding the provisions  
7 of Sections 22-3-540, 22-3-545, 22-3-550, and 14-25-65, if the injury to the property or the property  
8 loss is worth two thousand dollars or less. Upon conviction, the person must be fined not more than  
9 one thousand dollars, or imprisoned, not more than thirty days, or both.

10 (C) A person who violates the provisions of subsection (A) with the intent to assault, intimidate, or  
11 threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation is  
12 guilty of a felony and, upon conviction, must be fined not less than two thousand dollars nor more than  
13 ten thousand dollars, or imprisoned not less than two years nor more than fifteen years, or both. Two  
14 thousand dollars of a fine and two years of a sentence imposed pursuant to the provisions of this  
15 subsection may not be suspended. For purposes of this section, "sexual orientation" means a person's  
16 actual or perceived heterosexuality, bisexuality, homosexuality, or gender identity or expression.

17  
18 SECTION 3. Section 16-11-520 of the S.C. Code is amended to read:

19  
20 Section 16-11-520. (A) It is unlawful for a person to wilfully and maliciously cut, mutilate, deface,  
21 or otherwise injure a tree, house, outside fence, or fixture of another or commit any other trespass upon  
22 real property of another.

23 (B) A person who violates the provisions of this section is guilty of a:

24 (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not  
25 more than ten years, or both, if the injury to the property or the property loss is worth ten thousand  
26 dollars or more;

27 (2) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not  
28 more than five years, or both, if the injury to the property or the property loss is worth more than two  
29 thousand dollars but less than ten thousand dollars;

30 (3) misdemeanor triable in magistrates court or municipal court, notwithstanding the provisions  
31 of Sections 22-3-540, 22-3-545, 22-3-550, and 14-25-65, if the injury to the property or the property  
32 loss is worth two thousand dollars or less. Upon conviction, the person must be fined not more than  
33 one thousand dollars, or imprisoned not more than thirty days, or both.

34 (C) A person who violates the provisions of subsection (A) with the intent to assault, intimidate, or  
35 threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation is  
36 guilty of a felony and, upon conviction, must be fined not less than two thousand dollars nor more than

1 ten thousand dollars, or imprisoned not less than two years nor more than fifteen years, or both. Two  
2 thousand dollars of a fine and two years of a sentence imposed pursuant to the provisions of this  
3 subsection may not be suspended. For purposes of this section, “sexual orientation” means a person’s  
4 actual or perceived heterosexuality, bisexuality, homosexuality, or gender identity or expression.

5  
6 SECTION 4. This act takes effect upon approval by the Governor.

7 ----XX----

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. -25HR

**AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, TO ADD A NEW SUBSECTION, HATE INTIMIDATION, TO ESTABLISHING THE OFFENSE AND TO PROVIDE A PENALTIES-PENALTY FOR HATE CRIMESEACH VIOLATION.**

WHEREAS, the residents and visitors of the County of Richland represent a diverse group of citizens based on races, colors, creeds, religions, ancestries, sexual orientations, genders, gender identities, physical and mental disabilities, and national origins; and

WHEREAS, the County of Richland values the diversity of its community and it must protect its residents and visitors from intimidation, threats, crimes, and hate towards a person because of their actual or perceived ethnicity, national origin, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities. -This ordinance is to help deter crimes motivated by bias or hate towards any person or persons; ~~and;~~

~~WHEREAS, the Federal Bureau of Investigation defines a hate crime, “as a criminal offense against a person or property motivated in whole or in part by an offender’s bias against race, religion, disability, sexual orientation, ethnicity, gender, or gender identity.”; and~~

~~WHEREAS, a hate crime can be classified into three main types: physical assault of any kind, verbal abuse, and incitement to hatred (i.e., words, pictures, and videos describing violence against anyone due to their perceived differences; chat forums in which people ask other people to commit hate crimes against a specific person or group; music and information on websites calling for violence against a specific person or group).~~

WHEREAS, the County of Richland is responsible ~~for with~~ protecting the health, safety, and welfare of those in its community and ~~to for~~ enacting ordinances not inconsistent with the Constitution and general law of this State of any nature that are not prohibited by law, or the Constitution of the United States as stated in 5-13-30 (9-10) of the South Carolina Code of Laws; and

WHEREAS, the State of South Carolina has yet to adopt a statewide ~~H~~hate ~~C~~crime ~~L~~egislation, and is only one of two states in the United States ~~that to~~ have yet ~~to~~ adopt such protections for its citizens and visitors; and

~~WHEREAS, Richland County Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the county’s citizens, and it now desires to do so, as displayed below.~~

NOW, THEREFORE, County Council, pursuant to S.C. Code, Ann. Section 4-9-30(14), which authorizes a county governing body to enact ordinances for the implementation and enforcement of the powers granted under Home Rule, Title 4 of the South Carolina Code of Laws, adopts this

ordinance. BE IT ORDAINED by the County Council Chair and Councilmembers of the County of Richland, in Council assembled, Section \_\_\_\_\_ of the Richland County Code of Ordinances titled Establishing Penalties for Hate Crimes is hereby enacted to specifically read as follows:

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses, is hereby amended by adding:

Sec. 18- \_\_\_\_ . Hate Intimidation.

(a) Definitions.

Whenever used in this section, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

*Hate Material.* Content which advocates or promotes genocide or hatred against a group of people based on religion, race, ethnicity, gender, gender identity, sexual orientation, national origin, or disability.

*Minor Child.* A person under the age of eighteen years and residing with the person's parent(s) or legal guardian(s).

*Ordinance Offense.* An offense defined in Sec. 18 of the Richland County Code of Ordinances.

*State Crime.* An offense or crime defined in Title 16 the South Carolina Code of Laws, as amended.

(b) Offenses defined.

(a) (1) A person who is charged with committing an Ordinance Offense or State Crime within the unincorporated area of Richland County with the intent, in whole or in part, to cause or cause the fear of harm, injury, or damage to the victim's person or property because of the victim's actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity, or disability, whether or not the perception is correct, is guilty of the separate hate crime offense of hate intimidation. Any person(s) committing a violent crime as defined in Section 16-1-60 of the South Carolina Code of Laws (SCCL), a harassment or stalking offense pursuant to Article 17 of SCCL, cross burning pursuant to Section 16-7-120 of the SCCL, or a malicious injury offense as provided in Section 16-11-510 or 16-11-520 of the SCCL, and the offense was committed against a victim who was intentionally selected, or the property of the victim was intentionally selected because of the actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity, and/or physical or mental disabilities, whether or not the perception is correct, the person is guilty of a separate offense of hate crimes and shall be punished as provided in item (b) here within.

(2) A person who disseminates, within the unincorporated area of Richland County, hate material on any public, commercial, or residential property without the permission of the property owner is guilty of the separate hate crime offense of hate intimidation.

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**(bc) Criminal enforcement. Penalties.**

~~Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation,~~

(1) A person who violates any provision of this section, and is charged by a law enforcement officer with committing a State Crime or a Richland County code enforcement officer with committing an ordinance offense, ~~violation of this section shall also be charged by that officer with a violation of this section and be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both, and may be required by the court to make restitution, a misdemeanor punishable by a fine of not more than \$500.00, and/or imprisonment for not more than thirty (30) days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense (such as an assault or a threat) unless the court articulates on the record the reasons why the sentences should run concurrently.~~

(2) The parent(s) or legal guardian(s) ~~parent~~ of a minor child charged with violating any provision of this section shall be liable for any damages ~~that caused by the minor child and is shall be required to pay under subsection (b)(1) of this section~~ any restitution ordered pursuant to this section, if any action or omission of the parent(s) or legal guardian(s) contributed to the action(s) of the minor child.

(3) A court may impose community service or participation in an educational or counseling program for the violation of this section.

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~~(4) Any sentence may be suspended on completion of appropriate education, counseling, or community service by the defendants ordered by the court. This provision does not constitute creation of a diversion program, nor does it provide for dismissal of any conviction or guilty plea, but instead allows court flexibility in selecting effective penalties in appropriate cases.~~

~~(5) All fines paid and collected pursuant to this section shall be used to support educational programs designed to combat bias based on ethnicity, national origin, color, religion, sexual orientation, gender and gender identity, or physical or mental disability.~~

~~(6) As used in this section "educational program" shall mean an educational program approved by the county that is conducted by a public or not for profit entity within the~~

county limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

~~(d) Restitution authorized. In addition to the penalties provided above, the Court may order restitution for any damages sustained by the victim of offenses directly related to the commission of the crime. This restitution may include but not limited to, medical bills, counseling or therapy, or any property damage that was sustained by the victim as a result of the criminal offense.~~

~~(d) In addition, no person(s) shall disseminate hate material on any public property or on any commercial property, or residential property without the permission of the owner of the residential property within the county limits of Richland. "Hate material" is defined as content which advocates or promotes genocide or hatred against a group of people based on religion, race, gender, ethnicity, gender identity, sexual orientation, national origin, and/or any type of disability. Remedies not exclusive.~~

The provisions of this ordinance are in addition to, and not in lieu of, any other enforcement provision or process permitted by law. Nothing in this ordinance supplants, alters, or limits a statutory or common law right of a person to bring an action in court or the right of Richland County to prosecute a person for the commission of hate intimidation or any other hate crime.

SECTION II. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Jesica Mackey, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Anette Kyrlo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

DRAFT

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

|                             |  |                                |                           |
|-----------------------------|--|--------------------------------|---------------------------|
| Prepared by:                | Callison Richardson  | Title:                         | Division Manager          |
| Department:                 | Grants and Community Outreach  | Division:                      | Community Development     |
| Date Prepared:              | April 8, 2025  | Meeting Date:                  | April 22, 2025            |
| Legal Review                | Patrick Wright via email   | Date:                          | April 11, 2025            |
| Budget Review               | Maddison Wilkerson via email   | Date:                          | April 9, 2025             |
| Finance Review              | Stacey Hamm via email  | Date:                          | April 14, 2025            |
| Approved for consideration: |  | Assistant County Administrator | Lori J. Thomas, MBA, CGFO |
| Meeting/Committee           | Administration & Finance   |                                |                           |
| Subject                     | Project and Contract Approval for HUD Grants to Columbia Housing Authority |                                |                           |

**RECOMMENDED/REQUESTED ACTION:**

Community Development staff request project approval and authority for the County Administrator to execute a contract with Columbia Housing (CH) contingent on successful underwriting and certification of the Environmental Review Record for a \$334,269.00 HUD-funded affordable housing activity resulting in the rehabilitation of three (3) single-family rental homes that will convert to lease-to-own opportunities for eligible residents. Contracting includes a Subrecipient Agreement and Developer's Agreement for each property.

Request for Council Reconsideration: ☐ Yes

**FIDUCIARY:**

|   |                                     |     |                                     |    |
|---|-------------------------------------|-----|-------------------------------------|----|
| Are funds allocated in the department's current fiscal year budget? | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No |
| If not, is a budget amendment necessary?                            | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Full scopes of work and budgets have been provided by Columbia Housing in the Application for Funding (Attachment I). HUD Consultants are working with County Staff to perform necessary underwriting to ensure projects stay within subsidy guidelines for the HOME Investment Partnership Program. Attachments for the Application for Funding including a detailed scope of work and financial statements are available for Council upon request. These items were excluded out of privacy concerns for existing residents of the properties.



*Applicable fund, cost center, and spend category:*

|   |              |
|---|--------------|
| 2017 HOME Funds (GR-00000088)<br>Housing Revitalization | \$137,145.00 |
| 2018 HOME Funds (GR-00000091)<br>Housing Revitalization | \$36,289.50  |
| 2024 CDBG (GR-00000449)<br>Rental Rehabilitation        | \$77,267.25  |
| HOME Match Funds (1100/1820)<br>Housing Revitalization  | \$83,567.25  |
| Grand Total   | \$334,269.00 |

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

There are no legal issues regarding this matter.

**REGULATORY COMPLIANCE:**

*HOME & CDBG Project Eligibility and Alignment with County's HUD Plans:*

This project has been verified by Community Development staff to meet HUD eligibility criteria, including:

1. Meets a HUD National Objective.
2. Brings housing units up to HOME Standards and provides affordable homeownership opportunity for households below 80% AMI.
3. Managed, maintained, and occupancy monitored by an eligible and capable subrecipient.
4. Aligns with the County's 22-26 Five Year Consolidated Plan and 2024 Annual Action Plan.
5. Takes place in LMI area of unincorporated Richland County and directly serve LMI-qualified residents.
6. Land Covenants used to establish Affordability Periods of 15-20 years for each property as required by HUD based on investment level.

*Environmental Reviews:*

Environmental Review Records (ERR's) have been conducted for each project to ensure compliance with HUD. ERR's will be certified by the County's Certifying Officer prior to contracting.

#### *Expiration of HOME Funds & CDBG Timeliness Test:*

The County must invest \$137,000.00 in remaining 2017 HOME Investment Partnership Funds on a project that can close out prior to expiration in September 2025. \$122k of these funds were originally invested in a new construction homeownership project in 2020 by a County Subrecipient; however, the funds were repaid to the County in 2023 after the HUD-assisted homeowner foreclosed on the house. After repayment, the funds are returned to the HOME Line of Credit and must be reinvested in a similar project. This project will expend and close out by the expiration deadline of September 30, 2025. The County will also invest some CDBG funds into the project, assisting with the goal of meeting the 2025 CDBG Timeliness Test (24 CFR 570.02) on August 2, 2025.

#### *Repayment & Reinvestment of HUD Funds:*

Any grant funds repaid to the U.S. Department of Housing and Urban Development by the County (Grantee) or a local nonprofit (Subrecipient) are returned to the related grant's Line of Credit. Any funds repaid must be reinvested into an eligible project prior to expiration of the grant funds. Reinvestment that deviates substantially from the original allocation in the Annual Action Plan must go through a Substantial Amendment process. The \$137k of expiring 2017 HOME funds related to this project do not trigger a substantial amendment and may be reinvested as outlined in this Briefing.

#### *Drawing funds from HUD:*

Funds for rehabilitation costs will be disbursed as reimbursements. As funds are expended, Community Development staff will enter the activities into the IDIS system and initiate a reimbursement for full amount.

#### *2024 HOME Rent Limits established by HUD:*

Below is a table of the 2024 HOME Rent Limits, the most recent limits released for Columbia, SC MSA (Richland County) in relation to the current Area Median Income (AMI). These limits are to be used as rent limits while the homes are in the Lease-to-Purchase stage of the project.

| Program              | Efficiency | 1BR    | 2BR    | 3BR    | 4BR    | 5BR    | 6 BR   |
|----------------------|------------|--------|--------|--------|--------|--------|--------|
| Low HOME Rent Limits | \$761      | \$815  | \$978  | \$1130 | \$1261 | \$1391 | \$1520 |
| High HOME Rents      | \$969      | \$1039 | \$1246 | \$1435 | \$1581 | \$1727 | \$1872 |
| Fair Market Rent     | \$1036     | \$1100 | \$1246 | \$1595 | \$1917 | \$2205 | \$2492 |

*2025 HOME Income Limits established by HUD:*

Below is a table of the 2025 HOME Income Limits released for Columbia, SC MSA (Richland County) in relation to the current Area Median Income (AMI). These limits are to be used as eligibility for occupants and eventual homeowners of the units included in this project. Households up to the 80% limit for the AMI are eligible for these homeownership opportunities. These numbers are updated each year.

| Income Threshold by Household Size | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        |
|------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 30% Limit                          | \$19,500 | \$22,250 | \$26,650 | \$32,150 | \$37,650 | \$43,150 | \$48,650 | \$54,150 |
| 50% Limit                          | \$32,450 | \$37,100 | \$41,750 | \$46,350 | \$50,100 | \$53,800 | \$57,500 | \$61,200 |
| 80% Limit                          | \$51,950 | \$59,350 | \$66,750 | \$74,150 | \$80,100 | \$86,050 | \$91,950 | \$97,900 |

**MOTION OF ORIGIN:**

Funds invested in this project were included in the 2017, 2018, and 2024 Annual Action Plans (AAP's). The expiring funds were allocated for affordable housing revitalization in the 2017 Annual Action Plan (AAP) which was recommended by the A&F Committee and approved by unanimous vote. The supplemental funds were allocated for Housing Revitalization in the 2018 AAP and Rental Rehabilitation in the 2024 AAP.

*Item 13a. Approval of the 5 Year Consolidated Plan [FY17-21] and the FY17-18 Annual Action Plan for Community Development Federal Funds*

“Mr. Pearce stated the committee recommended approval of this item.”

|                |  |
|----------------|--|
| Council Member | Recommendation of the Administration & Finance Committee |
| Meeting        | Special Called   |
| Date           | July 27, 2017  |

*Item 16b. 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.”

|                |  |
|----------------|--|
| Council Member | Recommendation of the Administration & Finance Committee |
| Meeting        | Special Called   |
| Date           | July 10, 2018  |

Item 9b.2 *Agenda Briefing Addendum: Grants & Community Development – 2024 Annual Action Plan*

“... to approve the two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024...”

The changes are as follows:

- 1) Maximize the Public Service cap of 15% of the CDBG Award by reallocating \$2,088 from Rental Housing Acquisition to Public Services;
- 2) Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).”

|                |  |
|----------------|--|
| Council Member | The Honorable Chakisse Newton, District 11 |
| Meeting        | Regular Session                            |
| Date           | July 16, 2024                              |

**STRATEGIC & GENERATIVE DISCUSSION:**

*Project Overview:*

This request seeks approval for the County to invest HOME, CDBG, and set-aside County Match Funds with Columbia Housing (CH) to preserve affordable housing and provide homeownership opportunities for households below 80% of AMI. The project will result in the rehabilitation of three (3) single family rental homes that will convert to lease-to-own opportunities for CH residents with the help of the County's Down Payment Assistance Program (RCHAP). These 3 houses are located in Districts 2, 7 and 9 and require a range of \$90k-\$130k in rehabilitation to reach required HUD housing standards. County staff have specific house addresses along with detailed Scopes of Work and design plans for each house in this project which will be included in the contracts (and are available to Council for review); however, this has been left out of the Agenda Briefing due to privacy concerns for the current residents.

The conversion of these rentals into homeownership opportunities is part of a larger initiative Columbia Housing is undertaking with their Vision 2030 Plan. Columbia Housing (CH) currently owns 273 single family homes under the traditional public housing program. 150 of these homes are located in unincorporated Richland County (see Attachment I for map). The homes are in varying conditions and detailed assessments have indicated that approximately 100 of the homes are not viable for rehabilitation and will be demolished. As part of a HUD Program called Section 32, Columbia Housing will rehab the remaining homes and convert them to a lease purchase program upon final approval from HUD. This project will preserve current affordable housing and provide homeownership opportunities for households below 80% of AMI. .

*Positive Impacts:*

The Community Development Office seeks to partner with CH on this initiative in phases. Phase I consists of this first set of three houses. Phase II would consist of an additional 8 houses and is being prepared for Council consideration in May 2025. This would allow for the renovation and sale of 11 homes built from 1951-1993 with an investment of \$1.13 Million. The project can continue from there as HUD funds are made available through future applications for funding. CH will need support from other funders to rehabilitate the full 150 houses in the County, but the CD Office believes this project

presents a significant opportunity to leverage HUD funds to preserve affordable housing and provide homeownership opportunities countywide.

This project also has the potential to help CH address outstanding issues with units that have fallen into disrepair and become a nuisance to neighborhoods across the County. Community Development staff have received requests for assistance from both Greenlakes and Woodfield Neighborhoods regarding these properties. After an extended Environmental Review process for these 150 units, CH is ready to begin tackling these homes in phases as they secure the funding needed to conduct rehabs or demolitions depending on the state of the house.

#### *Best Practices & Compliance:*

These projects have been vetted by County staff and HUD Consultants to ensure compliance with HOME and CDBG Regulations, along with right-fit with the Action Plans and Consolidated Plans. The required Environmental Reviews have been conducted with Finding of No Significant Impact. The Scopes of Work and budgets for each rehabilitation are undergoing underwriting with County staff and HUD Consultants, and will be ready for contracting in May 2025. CH is also equipped as a Subrecipient with extensive experience in property management, maintenance, tenant supportive services, and compliance with federal grants management and construction-involved HUD projects.

#### *Steps, Deliverables, & Timeline:*

1. Application for Funding submitted by Columbia Housing and recommended for funding by staff.
2. Final HUD Eligibility Check by CD Staff including Environmental Reviews & Underwriting.
3. Contract execution by County and Columbia Housing including a Subrecipient Agreement and Developer's Agreement with CH.
4. Pre-project inspection by Community Development Housing Inspector.
5. Subrecipient (CH) conducts Procurement Process, engages rehabilitation contractors, follows applicable Davis-Bacon Act requirements for labor.
6. Residents of rental units notified of rehabilitation work, Uniform Relocation Assistance protocol followed if rehabilitation requires temporary relocation of current residents.
7. Rehabilitation begins in May 2025 with all funds drawn by September 15, 2025.
8. Once completed, final inspection by County Housing Inspector. The Housing Inspector will conduct progress inspections throughout the duration of the project and provide a final inspection report upon completion.
9. Home is reoccupied by original tenants under lease-to-purchase agreement. If original tenants are not prepared, another eligible family will be given the opportunity for a lease-to-purchase arrangement to occur within three (3) years. CH will continue providing homeownership education, housing counseling, and financial literacy counseling to ensure the family is prepared to purchase. The homeowner must complete the purchase of the home before the end of the three-year period; otherwise, the property will automatically revert to rental status.
10. Accomplishments reported in IDIS, activities closed by September 20, 2025.
11. Staff conduct grant closeout on 2017 HOME Investment Partnership Grant by September 30, 2025. Property will be monitored on an annual basis by County.
12. When the tenants are ready to purchase the home, the County's HUD-funded Down Payment Assistance Program (RCHAP) may provide up to \$24,000 towards the purchase provided income

requirements are met. The tenant's Housing Choice Voucher will convert to a mortgage voucher at closing to continue assisting with the purchase of the home.

13. Restrictive Covenant will be utilized to keep the home affordable for a 15-20-year Affordability Period as it aligns with HUD requirements.

#### *Alternatives & Risks:*

This shovel-ready project with Columbia Housing allows the County to preserve affordable housing, provide homeownership opportunities for Low/Moderate Income households, and ensures the County meets upcoming HUD expenditure deadlines. The County has \$137,000.00 in remaining 2017 HOME Investment Partnership Funds that will expire on September 30, 2025. These funds must not only be expended by September 2025, but also be attached to a project that can close (i.e. meet required occupancy standards) by September 30, 2025. This narrow set of criteria creates limited opportunities for successful investment, but this CH project is well positioned given the already completed Environmental Reviews which take a minimum 45 days. The County will also invest some CDBG funds into the project which assists with the goal of meeting the 2025 CDBG Timeliness Test (24 CFR 570.02) on August 2, 2025.

It is unlikely that the County could identify another project already through the Environmental Review stage in time to expend funds by the September deadline. Any expiring HOME funds not utilized will be returned to the U.S. Department of Housing and Urban Development. Given the shifting landscape of Federal grants, it is imperative the County avoid the return of funds whenever possible.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

**Goal:** Foster Good Governance

*Objective:* Collaborate with other governments

**Goal:** Commit to fiscal responsibility.

**Goal:** Plan for growth through inclusive and equitable infrastructure

*Objective:* Provide equitable living and housing options

**Goal :** Achieve positive public engagement

*Objective:* Champion the organization through public engagement and communication on County wins.

*Objective:* Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”

*Objective:* Complete and celebrate projects to create excitement in the community

#### **SUMMATIVE OVERALL COUNTY IMPACT:**

- This project prevents the expiration of \$137k in HOME Investment Partnership funds in September 2025 and positions the County to meet the CDBG Timelines test for the second year in a row.
- This project uses the County's HUD resources to preserve existing affordable housing units with rehabilitation funding and provides homeownership opportunities to families making up to 80% of the Area Median Income (AMI) through down payment assistance.
- This project provides an opportunity to foster good governance by identifying a unique intersection between the funding gaps facing Columbia Housing's Vision 2030 Plan with the resources available through the County's Annual Action Plan, while positioning the County to meet a critical community need -- affordable housing development.
- This project has the potential to help CH address outstanding issues with single family homes in their portfolio that have fallen into disrepair and become a nuisance to neighborhoods across the County, especially Greenlakes and Woodfield Neighborhoods where many of these homes are located.
- If the Community Development Office can lead on Phase I and II of this project with available HUD funding, it may be that the Affordable Housing Ad-Hoc Committee would consider other sources of funding to participate in future phases of this project to help renovate and convert these 150 single family homes for homeownership throughout the County.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

This first set of rehabilitation and homeownership projects with Columbia Housing can serve as the Phase I of a multi-phase partnership with the potential to provide equitable housing options to countless families in the County. This collaboration aligns Columbia Housing's Vision 2030 plans with the County's Annual Action Plan to maximize the use of HUD funds for providing solutions to the affordable housing shortage facing the County. This project preserves existing affordable housing, provides homeownership opportunities, and establishes an affordability period to maintain future affordability. These projects allow County staff to expend HUD funds efficiently, meet a critical HUD Timeliness Test, and prevent the expiration of HOME funds. It also fits within the Annual Action Plans which are developed with public input each year.

During the current 2025 Annual Action Plan process, the predominant theme in the Public Comments received was the need to develop affordable rental and homeownership opportunities for working families. County staff also heard from residents of Greenlakes and Woodfield neighborhoods which are home to some of the 150 houses that need rehabilitation or demolition. Partnering on this project allows us to be part of the solution.

Finally, if the County continues working with CH to convert all 150 single family homes (as identified in Attachment I) through phases, it provides opportunities for other funders to join as partner investors in the project, allowing for impact in all areas of the County. The County's partnership can serve as a model in the region as CH will also need partners to assist with the other 133 single family homes located in local municipalities.

**ATTACHMENTS:**

1. Application for Funding - CHA, April 2024.
2. Map - CHA Section 32 - 150 houses in Richland County
3. Applicable Council Meeting Minutes
4. Subrecipient Agreement Template
5. Developer's Agreement Template





# Application for Funding

## -- Affordable Housing Development --

The Richland County Community Development Office is accepting applications for funding to support Affordable Housing development projects. This includes, but is not limited to property acquisition, rehabilitation, and new construction in relation to both rental and homeownership projects. The Office seeks proposals from for-profit and non-profit organizations with experience developing and managing rental and homeownership-focused programs primarily benefitting low income families of *unincorporated* Richland County. *Projects must be shovel-ready.* Applying organizations must have a demonstrated track record of managing and monitoring affordable housing programs. Community Development staff will review all proposals for eligibility and alignment with the priorities outlined in the 2022-2026 Five-Year Consolidated Plan.

Applications will be accepted on a rolling basis for funding from the U.S. Department of Housing and Urban Development and managed by Richland County. The following funding sources may be considered for investment in right-fit housing proposals: Community Development Block Grant (CDBG), HOME Investment Partnerships, HOME-ARP, and CDBG-CV).

### APPLICANT INFORMATION

**Company or Organization Name:** The Housing Authority of the City of Columbia, SC

**Street address:** 1917 Harden Street

**City:** Columbia

**State:** SC

**Zip:** 29204

**Phone:** 803-254-3886

**Fax:** N/A

**Email:**  
[cherrera@columbiahousing.org](mailto:cherrera@columbiahousing.org)

**Federal Tax ID number:** 57-6000610

**Unique Entity ID (UEI) from SAM.Gov Registration:**  
RGM6KYZKE1V6

**Contact Name & Title:** LuCinda J. Herrera, Chief Development Officer

**Phone:** 843-810-5073

**Contact Name & Title:** Robin Hudson, Development Compliance Manager

**Phone:** 803-394-0067

**Organization type:** ☐ Non-profit ☒ Government ☐ Entity ☐ For-Pro-fit ☐ CHDO ☐ Other

If other, explain: Housing Authority

Are you an established CHDO with another HUD Participating Jurisdiction (PJ)? ☐ Yes ☒ No

**Organization Background and Details:** Please provide a general overview of your Agency's history, the programs and services currently provided, as well as the target population served by your work. Please see attached Corporate Resume with agency overview.

## PROJECT INFORMATION

**1. Project Name:** Single Family Homes

**Project Type:** ☒ Single Family ☐ Multi –Family ☐ Mixed-Use

Other (Please Describe): None

**Project Elements:** Check all that apply to the Scope of Work being proposed

☐ Acquisition ☐ Demolition ☒ Rehabilitation of units built before 1978  
☒ Rehabilitation of units built after 1978 ☐ Construction of New Units ☐ Relocation of residents  
☐ Creation of Affordable Rental Units ☐ Creation of Homeownership Opportunity

**Project street address in *unincorporated Richland County*:** See attached list.

**City:** Columbia

**State:** SC

**ZIP:** Multiple

**County:** Richland

**Census-tract number (11-digit):** Multiple

**2. Brief Description of Project and Needs Statement:** Please provide an overview of the proposed project in regards to the needs of the current housing market and the anticipated impact on the County. Be sure to identify the target population (i.e. beneficiaries of the project) and demonstrate the need for the investment by explaining how the project improves the quality of life, opportunities, or accessibility for the LMI population in unincorporated Richland County.

NOTE: A copy of the *Market Study Needs Assessment* must be submitted with your application.

Columbia Housing currently owns 273 single family homes under the traditional public housing program. The homes are in varying conditions and detailed assessments have indicated that approximately 100 of the homes are not viable for rehabilitation and will be demolished. Columbia Housing will rehab the remaining homes and convert them to a lease purchase program upon final approval from HUD. This project will preserve current affordable housing and provide homeownership opportunities for households below 80% of AMI. .

**3. Anticipated Project Start Date?** 6/1/2025

**4. Anticipated Project Completion Date?** 6/30/2026

**5. Project Scope of Work:** Describe the scope of the full project, provide specifics on the intended use of HUD funds. Include cost estimates, current status of work underway, if property acquisition is involved, and any other relevant details to the scope of work.

*\*\*Please include with your application all documents related to the scope of work (architectural drawings/renderings, quotes from contractors, quotes/estimates of improvements proposed (i.e. HVAC replace costs, etc.), Option to Purchase agreements for acquisition projects, etc.).*

See attached detailed rehabilaition specifications for each of the 11 houses submitted under this application.

**6. Proposed Affordable Housing Units Count:**

New units: 0

Rehabilitation of existing units: 11

% of Units Reserved for 30-50% LMI Residents: 100

# of Units with ADA Accessibility: 0

Current zoning: See attached

Is current zoning consistent with proposed use? yes

(ALL APPLICATIONS MUST INCLUDE A ZONING VERIFICATION LETTER)

**7. Site Work Compliance:** Have any of the following already occurred or been conducted for this project or site at any time (check all that apply and use box below to explain any details):

☐ Environmental Review Record (ERR)

☐ Radon

☒ Phase I Study

☐ Broken Ground on Project

☐ Survey for Asbestos Containing Materials

☐ Lead-Based Paint Assessment

Additional Details: Click or tap to enter a date.

**Please Note:** All HUD Grant Programs require full compliance with the National Environmental Policy Act (NEPA) of 1969 and related regulations in 24 CFR Part 58. These federal laws mandate that an Environmental Review be completed before any HUD funds are officially committed or utilized. Further, since HUD funds have now been requested for your project, it is advised that any physical work on the project not advance until funds are secured and the Environmental Review is complete. Continuing work of a physical or constructive nature (i.e. breaking ground, demo prep work, etc.) can be considered a "Choice Limiting Action" by HUD and make the project ineligible for funding with funding.

## ORGANIZATIONAL CAPACITY & GRANT COMPLIANCE EXPERIENCE

**Project Capacity:** Explain the organization's administrative and project management capacity to carry out the project successfully (e.g., prior HOME Investment Partner, CDBG, Federal grant, or construction-based project experience). Who will serve as the Organization's "point person" when it comes to managing this proposed project and what level of experience do they have in managing construction-involved projects, especially when Federal funds are involved?  
[See attached](#)

Does your organization have a track record in executing projects similar to the proposed project?

☒ Yes

☐ No

If not, what resources (training, external expertise, etc.) have you secured to ensure your success in this new endeavor? [N/A](#)

**Past Projects:** Please provide a brief narrative outlining your experience in executing projects similar to the proposed project. Include the names of previous projects, completion dates, and the impact they generated. If you lack experience in the proposed project area, describe the specific efforts you have undertaken, such as training or securing external expertise to build capacity in this area. [See attached](#)

**Financial & Administrative Capacity:** Briefly describe the systems and procedures your organization has in place for financial management, such as accounting methods with sources and uses of funds, budget controls, chart of accounts, auditing, maintenance of records, software programs used, and other internal controls:  
[Columbia Housing manages over \\$56 million dollars of federal, state and local funding on an annual basis.](#)

**Procurement Practices:** Provide details on the Procurement process your organization has in place for getting quotes on purchases above \$500 and with awarding bids or contracts above the \$15,000 price point.

[See attached, executive summary of procurement policy](#)

Does your Agency have any outstanding litigation or other legal issues?

☒ Yes

☐ No

Does your Agency have an established commitment to advance Fair Housing Laws with an established policy upholding Fair Housing? This is required by HUD regulations and must be made available to the County, HUD or other federal entity for review, upon request.

☒ Yes

☐ No

Are there any outstanding financial audit findings which remain unresolved?

☐ Yes

☒ No

Did the agency expend \$750,000 or more in combined federal funds in its last fiscal year?

☒ Yes

☐ No

**Faith-Based Entities:** How does your organization ensure compliance with HUD regulations regarding the separation of inherently religious activities from the programs or services funded directly by HUD?

[N/A](#)

| RELOCATION  |
|---|
| Will relocation of tenants be involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If yes, complete the questions below.   |
| What funds do you plan to use for relocation costs? <a href="#">N/A</a>                                     |
| Do you have experience with relocation? <a href="#">N/A</a>   |
| Will you or another agency handle the relocation? <a href="#">N/A</a>                                       |
| Explain your relocation process. <a href="#">N/A</a>  |

It is a priority of the Richland County Council that County investments be leveraged with other sources of funding in Community Development projects. HOME-invested projects require a 25% match. The match may be provided by the applicant organization or by another non-Federal source (i.e. local business, private foundation, state funding, local government, etc.). The use of donated property or professional services (i.e. architectural or engineering services) will be considered towards the match requirement.

| FUNDING REQUEST:   |  |
|--|--|
| County HUD Funds Requested:  | <a href="#">Click or tap here to enter text.</a> |
| Total Project Cost:<br><i>Please include the 25% match and any other cost funded by other, non-County sources.</i>             | <a href="#">Click or tap here to enter text.</a> |
| <b>Yes/No:</b> We are interested in financing through a forgivable loan.   | <a href="#">No</a>                               |
| <b>Yes/No:</b> We are interested in receiving financing as a grant.  | <a href="#">Yes</a>                              |
| <b>Yes/No:</b> To increase funds awarded, we would be interested in low-cost financing options for some or all of the project. | <a href="#">No</a>                               |

| PROJECT BUDGET (SOURCES & USES)                  |  |  |  |
|--|--|--|--|
| Project Expenditures & Funding Plan              | HUD Funds requested from County                  | Other Funds                                      | Total Project Cost                               |
| Hard construction costs                          | \$853714.50                                      | \$284,571.50                                     | \$1,138,286.00                                   |
| Architect and Engineering fees                   | \$31,680.00                                      | \$31,680.00                                      | \$31,680.00                                      |
| Project Management                               | \$60,000.00                                      | \$60,000.00                                      | \$60,000.00                                      |
| <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> |
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**MATCH** - Has your organization secured the twenty-five percent (25%) required in matching funds for your proposed project? If not, please provide justification. [Click or tap here to enter text.](#)

Please use the space below to provide details regarding the other funding sources for the proposed project.

|   |   |
|---|---|
| <b>OTHER FUNDING SOURCE:</b>  |   |
| Source of commitment: Columbia Housing Capital Funds                |   |
| Amount of commitment: \$ 477,463.00                                 | Anticipated award date: 4/1/2025                      |
| Contact Name at Committing Agency: LuCinda J. Herrera               |   |
| Phone number: 843-810-5073  |   |
| <b>OTHER FUNDING SOURCE:</b>  |   |
| Source of commitment: Click or tap here to enter text.              |   |
| Amount of commitment: \$ Click or tap here to enter text.           | Anticipated award date: Click or tap to enter a date. |
| Contact Name at Committing Agency: Click or tap here to enter text. |   |
| Phone number: Click or tap here to enter text.                      |   |
| <b>OTHER FUNDING SOURCE:</b>  |   |
| Source of commitment: Click or tap here to enter text.              |   |
| Amount of commitment: \$ Click or tap here to enter text.           | Anticipated award date: Click or tap to enter a date. |
| Contact Name at Committing Agency: Click or tap here to enter text. |   |
| Phone number: Click or tap here to enter text.                      |   |

*LuCinda J. Herrera*  
Authorized Signatory

April 4, 2025  
Date

By signing above, you acknowledge that this is not a contract between your organization and Richland County. This document serves as an application for HUD funds under the administration of Richland County Community Development. If your application is approved and funding is available, you will be required to sign an agreement outlining the terms and conditions of your award with Richland County

## APPLICATION CHECKLIST

Please attach the following information:

### APPLICANT INFORMATION

- Mission Statement: Include brochures, annual reports, newsletters, and other marketing materials.
- Year-to-Date Financial Statement.
- Provide the budget for the current fiscal year and, if available, the next fiscal year.
- Income Tax Returns: Submit Form 990 for the last two fiscal years.
- Financial Audits: Provide copies of financial audits for the last three fiscal years.
- 501(c)(3) Tax Status Determination Letter.
- Submit details on your organization's current board makeup.
- Copy of Current By-Laws.

### SOURCES OF OTHER FUNDS

Executed Contract/Grant Award/Commitment Letter: Provide a copy for each additional funding source, clearly outlining the awarded amount, reimbursement process, and funding award date.

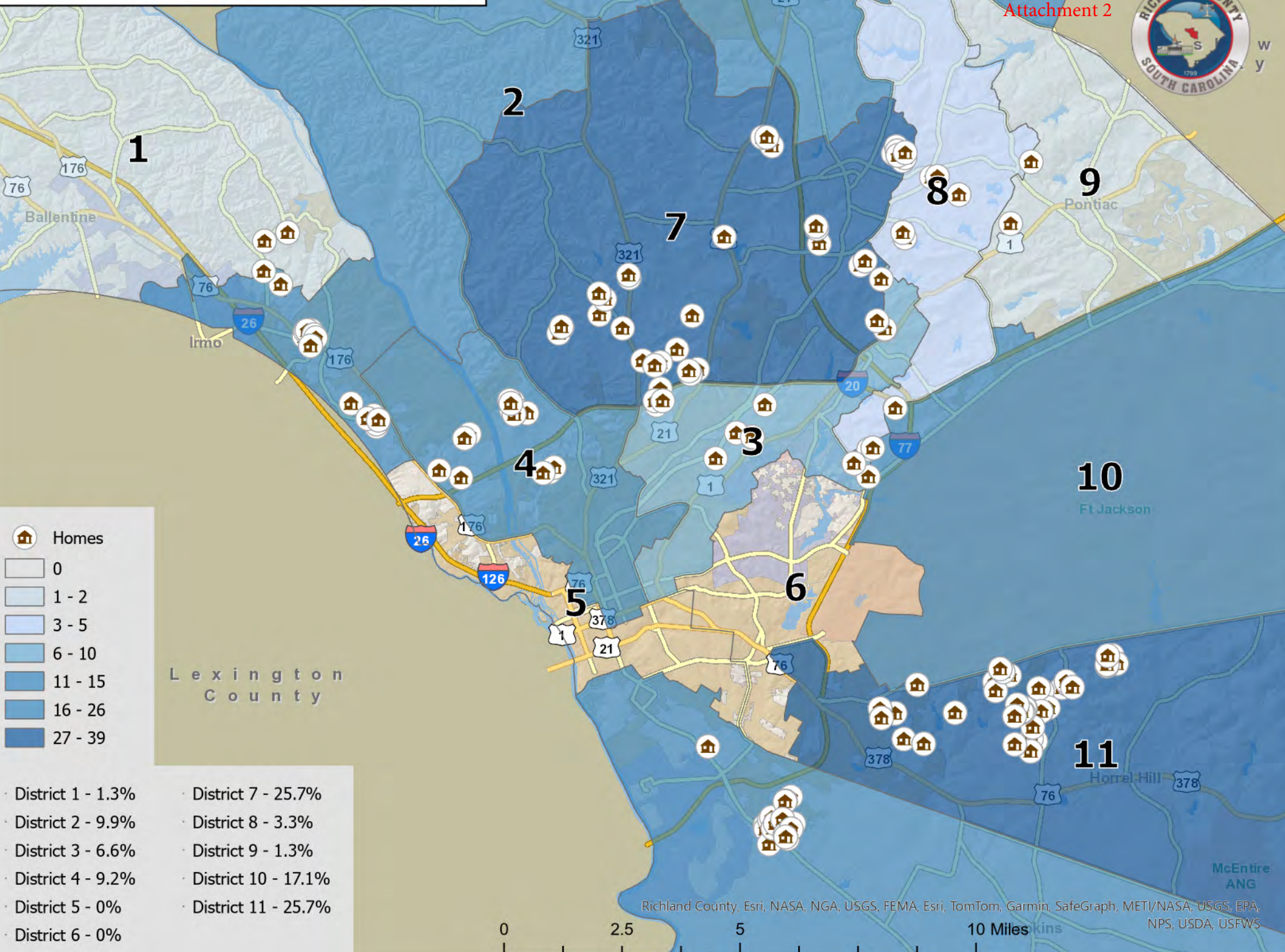
### PROJECT INFORMATION AND IMPACT SUMMARY

- Provide a copy of the Project Development Plan, Proforma, and the Sources and Uses Budget.
- Include pictures or other visual materials that illustrate your project.
- Submit documentation proving control over the project site.
- Provide a copy of the most recent appraisal of the project site (if requested funds will be used for acquisition).
- Submit a copy of the Phase 1 Environmental Assessment for the project site.
- Provide a copy of the preliminary plan for managing and marketing the project.
- Include a letter verifying the zoning status of the project site.
- Submit a copy of the market feasibility study for the project.



# CHA Rehabilitation Project

Attachment 2



- Homes
  - 0
  - 1 - 2
  - 3 - 5
  - 6 - 10
  - 11 - 15
  - 16 - 26
  - 27 - 39
- |                     |                       |
|---------------------|-----------------------|
| · District 1 - 1.3% | · District 7 - 25.7%  |
| · District 2 - 9.9% | · District 8 - 3.3%   |
| · District 3 - 6.6% | · District 9 - 1.3%   |
| · District 4 - 9.2% | · District 10 - 17.1% |
| · District 5 - 0%   | · District 11 - 25.7% |
| · District 6 - 0%   |                       |

Mr. Malinowski requested a friendly amendment to add a statement that the company is responsible for any environmental damage and/or clean-up.

Ms. Myers stated this is in her district and the contract will last approximately 3 weeks. The contract is just to get the trucks off private roads and through the County's property for about 10 days to cut the lumber. It would seem we could tell them to oil their trucks before they enter the property.

Mr. Malinowski stated the contract is in effect until December 30, 2017.

Ms. Myers stated that is in the event that it rains and they cannot get in.

Mr. Rose stated he does not feel comfortable speaking for the committee and accepting Mr. Malinowski's friendly amendment.

**In favor:** Pearce, Rose, C. Jackson, Dickerson, Livingston, Kennedy, Myers, McBride

**Opposed:** Malinowski, Manning

The vote was in favor.

- b. Landfill Storage Shed Project – Mr. Rose stated the committee recommended denial of this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Approval of the 5 Year Consolidated Plan [FY17-21] and the FY17-18 Annual Action Plan for Community Development Federal Funds – Mr. Pearce stated the committee recommended approval of this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Southeast Richland Neighborhood Project: Right-of-Way – This item was taken in Executive Session.

#### **OTHER ITEMS**

- a. FY18 District 9 Hospitality Tax Allocations
- b. FY18 – District 1 Hospitality Tax Allocations
- c. FY18 – District 10 Hospitality Tax Allocations
- d. FY18 – District 5 Hospitality Tax Allocations

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.



- e. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

7. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.

8. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No one signed up to speak.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:

1. *General Updates* – Mr. Leonardo Brown, County Administrator, notified Council he would be participating in a professional development program, Leadership South Carolina.

- b. Administrator's Nomination: Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance):

1. *County Treasurer – Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices* – Mr. Brown stated, "This posting contract is necessary to post properties as required by the SC Code of Laws 12-51. If this contract is not approved, the County will not have the capacity to perform these posting duties before a property could be sold at tax sale." The Treasurer has recommended awarding Palmetto Posting, Inc. the contract to post delinquent tax notices as state law requires.

Ms. Newton moved to award Palmetto Posting, Inc. the contract to post delinquent tax notices as required by state law, seconded by Ms. Barron.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The vote in favor was unanimous.

2. *Agenda Briefing Addendum: Grants & Community Development – 2024 Annual Action Plan* – Mr. Brown noted that as a part of this process, Grants & Community Development has to perform a public comment period. The public comment period was performed, and some information emerged from it.

The recommendation is to approve the addition of the following amendments:

- Maximize the Public Services cap of 15% of the CDBG Award by reallocating \$2,977 from Rental Housing Acquisition to Public Services.
- Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Ms. Newton moved to approve the two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024. Ms. Terracio seconded the motion. The changes are as follows:

1. Maximize the Public Service cap of 15% of the CDBG Award by reallocating \$2,088 from Rental Housing Acquisition to Public Services;
2. Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Mr. Weaver inquired how this change impacts the budget.

Mr. Brown responded that it would not impact the budget. It is within the structure of the HUD funds we are awarded.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 9(b)(1) and 9(b)(2), seconded by Ms. Newton.

Opposed: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The motion for reconsideration failed.

10. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

11. **REPORT OF THE CHAIR:** Ms. Mackey thanked Mr. Brown and the staff members who assisted with the RAM Foundation's Summer Enrichment Program. The RAM Foundation received Community Grant funding and provided a free summer camp for kids in North Columbia.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-009MA, Aaron Breeden, HM to GC (9.18 Acres), E/S Hard Scrabble Road, TMS # R20300-03-02 [THIRD READING] {Ordinance 021-24HR}
- b. Case #24-011MA, Denise Lawson, RT to GC (0.69 Acres), 1710 Dutch Fork Road, TMS # R02408-02-03 [THIRD READING] {Ordinance 022-24HR}
- c. Case #24-015MA, Megan Newbold, GC to MU3 (1.53 Acres), 3003 Two Notch Road, TMS # R11613-02-02 [THIRD READING] {Ordinance 023-24HR}
- d. Case #24-016MA, Phillip Bradley, R3 to R5 (21.24 Acres), S/E Rabon Road, TMS #R17112-01-01 (portion of) [THIRD READING] {Ordinance 024-24HR}

Ms. English moved to approve Items 13(a) – 13(d), seconded by Mr. Pugh.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The vote in favor was unanimous.

- e. An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS # R07415-01-01(p) [SECOND READING]

Mr. Livingston moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The vote in favor was unanimous.

- f. An Ordinance Authorizing an easement to the City of Columbia for a storm drainage line located at 1403 Jim Hamilton Boulevard; Richland County TMS #13702-01-30(p) [SECOND READING]

Ms. Newton moved to approve Items 13(f) and 13(g), seconded by Ms. English.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 13(a) – 13(d), seconded by Ms. English.

Opposed: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Not Present: McBride

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl {Ordinance 025-24HR} – Mr. Branham moved to approve this item, seconded by Ms. Newton.

**SUBRECIPIENT AGREEMENT for  
HOME & CDBG FUNDING  
(In Conjunction with Developers Contract)**

BY AND BETWEEN

RICHLAND COUNTY GOVERNMENT

AND

**SUBRECIPIENT**

**THIS SUBRECIPIENT AGREEMENT** (hereinafter referred to as the “AGREEMENT”) entered this      day of      2024 by and between the **Richland County Government** (hereinafter referred to as the “GRANTEE”), and **SUBRECIPIENT** (hereinafter referred to as the “SUBRECIPIENT”), collectively (the “Parties.”).

**WHEREAS**, the GRANTEE has applied for and received Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

**WHEREAS**, the GRANTEE desires to assist with the development of affordable housing for low- and moderate-income individuals and families in the unincorporated areas of Richland County; and

**WHEREAS**, the SUBRECIPIENT has a Insert background, and the SUBRECIPIENT submitted a proposal and request for HUD funding for a CDBG and HOME-eligible PROJECT, which includes acquisition of a property (the “Property”) and rehabilitation of such Property; and

**WHEREAS**, the SUBRECIPIENT has the experience and capacity to serve as both the SUBRECIPIENT of CDBG funds and the Developer for an affordable housing rehabilitation activity; and

**WHEREAS**, the GRANTEE wishes to support the expansion of the SUBRECIPIENTS rental housing program with the investment of HOME and CDBG funds for housing rehabilitation; and

**WHEREAS**, this Agreement is being executed in conjunction with a Developers Contract between the Parties;

**NOW, THEREFORE**, it is agreed between the Parties hereto that;

**I) PURPOSE:** It is the purpose and intent of this AGREEMENT to enable the GRANTEE to provide CDBG funds to the SUBRECIPIENT for their use to carry out the project described in the Application (Attachment A), hereinafter referred to as the “PROJECT,” which was approved by and will be funded by the Community Development Division of the Grants Department pursuant to the CDBG and HOME Grant requirements.

It is understood that the SUBRECIPIENT will use the assistance provided through this AGREEMENT to also fulfill the terms and conditions of the attached Developer’s Contract (Attachment B – hereinafter referred to as the “CONTRACT”)

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Under this Agreement, the GRANTEE is still responsible for the overall administration and monitoring of the use of **GRANT** funds in accordance with program requirements.

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## II) GENERAL RESPONSIBILITIES OF THE PARTIES:

- A. The SUBRECIPIENT will serve as the Developer of the PROJECT in both acquiring the **Property** title and developing the Property to meet a CDBG eligible end use. The GRANTEE is responsible for furnishing the SUBRECIPIENT with all necessary information on CDBG and its requirements, including a Restrictive Land Covenant to be filed with the title at the property closing.
- B. The SUBRECIPIENT will develop the Property, in accordance with the Development Budget and Scope of Work as outlined in **the CONTRACT, resulting, insert proposed accomplishment description** pursuant to the purposes described in 42 U.S.C. 5301(c).
- C. The GRANTEE will conduct a final inspection of the Property to evaluate overall compliance with the general requirements of the CONTRACT.
- D. The SUBRECIPIENT will maintain and monitor the rental properties for an affordability period of fifteen (15) years.
- E. The GRANTEE and/or HUD may monitor all activities of the SUBRECIPIENT to assure compliance with the terms of this Agreement.

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## III) AWARD

The COUNTY reserved a total of **[DOLLAR AMOUNT] (\$ )** for the SUBRECIPIENT to perform the scope of work described throughout this Agreement and the aforementioned CONTRACT. See Paragraph VIII, Section C.3 below for details regarding disbursement of funds.

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## IV) DESCRIPTION OF WORK:

The SUBRECIPIENT will be responsible for administering the following activities in a manner satisfactory to the GRANTEE **and** consistent with any standards and CDBG requirements as a condition of providing these funds.

### A) Activity Description

SUBRECIPIENT is requesting a grant of \$\_\_\_\_\_ to purchase and rehabilitate the quadraplex located at [ADDRESS]. The resulting property will consist of four (4) CDBG-assisted affordable rental units (as defined by HUD) to be incorporated into SUBRECIPIENT'S existing rental support program [PROGRAM NAME] for Low-to-Moderate-Income (LMI) qualified individuals. SUBRECIPIENT will carry out these activities under the terms of the attached CONTRACT. See Addendum "A" for Project Description and Budget Summary which contains a description of the project and the use of the CDBG funds.

### B) National Objective

SUBRECIPIENT certifies that the activity is carried out under this Agreement will meet the **L/M Income Housing National Objective** as defined in 24 CFR 570.208 and will provide supportive documentation to verify a selection and monitoring process is in place for occupancy to meet eligibility requirements for the full fifteen (15) year affordability period. A CDBG-assisted

structure containing more than two units must have at least 51% of the units occupied by L/M income households. Low-to-Moderate Income (LMI) LMI thresholds for CDBG projects are set by HUD for Richland County and updated each year. Each project must align with the most recent data available through HUD Exchange.

### C) Project Term

This Agreement is made and entered [DATE], and termination of this Agreement will occur automatically upon the expiration of the contract period, which is [DATE]. The units must be rented and all CDBG funds must be dispersed and drawn down within this timeframe. The term of this Agreement and the provisions contained herein may be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG-assisted assets.

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### D) Milestones and Performance Measures

SUBRECIPIENT, in close coordination with the COUNTY, shall perform all professional services (WORK) in full compliance with the terms of this AGREEMENT and those of the CONTRACT. The PROJECT is subject to the Federal requirements found in the HOME Investment Partnership Program Final Rule 24 CFR Part 92 Subparts F, G, H.

The SUBRECIPIENT agrees to follow the Project Scope of Work/Requirements and Conditions found in *SECTION V of the CONTRACT*, including the PROJECT milestones and performance measures.

The outcome of this CDBG-assisted PROJECT shall be the creation of [insert goal] to be added to the SUBRECIPIENT's current rental program with a fifteen (15) year Affordability Period established by a Restricted Land Covenant following the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions.

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Commented [EM2]: Not correct.

Commented [CR3R2]: Resolved. Corrected to Part K.

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Commented [EM4]: Is this accurate?

Commented [CR5R4]: Added in "financial report" as part of this section.

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The SUBRECIPIENT agrees to provide the required accomplishment data and financial reporting information on Program Income for CDBG funding through the annual reporting requirements outlined in Section E below, as well as in *Section VI – General Administration, Part K, and Section XI – General Conditions Part 21* in the CONTRACT.

### E) Staffing

The SUBRECIPIENT affirms that their organization has the staffing experience and capacity to meeting *Section XI – General Conditions Part 16 of the CONTRACT* whereas the SUBRECIPIENT is established in the business called for in executing this Agreement, is financially sound, capable, able, and experienced to complete this Agreement and the CONTRACT. SUBRECIPIENT agrees to inform GRANTEE of changes in staffing that might affect their ability to render prompt and satisfactory service in the volume called for under the CONTRACT.

### F) Performance Monitoring and Resale Provisions

A fifteen (15) year affordability period will be established using a Restrictive Covenant following the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions. SUBRECIPIENT will provide an annual report to GRANTEE for the full



affordability period. The SUBRECIPIENT will submit annual performance reports of a form and content prescribed by the GRANTEE. Substandard performance or failure to maintain affordability period as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such non-compliance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, contract suspension or termination procedures will be initiated. The Repayment/Recapture process established by the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions will be utilized.

**Commented [EM6]:** Maybe add....and repayment/recapture of funds from SUBRECIPIENT may result.

## V) BUDGET

The approved budget amount for the project is \$ [REDACTED] from the GRANTEE's 2017, 2018, and 2014 CDBG and HOME Entitlement allocation. *Section III – Budget Summary of the CONTRACT* contains detailed development costs for the CDBG-assisted PROJECT. SUBRECIPIENT agrees to comply with financial, budget, and budgetary reporting requirements included in *Sections V and XI of the CONTRACT*

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### BUDGET SUMMARY

|                   | Owner Equity | Other Source of Funds | RC Grant | Total Cost |
|-------------------|--------------|-----------------------|----------|------------|
| Acquisition       |              |                       |          |            |
| Construction      |              |                       |          |            |
| Professional Fees |              |                       |          |            |
| Interim Costs     |              |                       |          |            |
| Soft Cost         |              |                       |          |            |
| Operating/Dev Fee |              |                       |          |            |
|                   |              |                       |          |            |

Detailed Development Cost presented Appendix B of the CONTRACT

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Any indirect costs charged d must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement.

In addition, the GRANTEE may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the GRANTEE. Any amendments to the budget must be approved in writing by both the GRANTEE and the SUBRECIPIENT. Amendments must be requested and executed as outlined below in Paragraph XII and in *Section XI: Paragraph 11* of the CONTRACT.

## VI) NOTICES –

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, or sent by email or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this agreement shall be directed to the following representatives:

## GRANTEE

Adrienne Jackson, Manager of Housing  
Community Development  
Richland County Government  
Address: 2020 Hampton Street  
Columbia, SC 29204  
Telephone: (803) 576-2089

## SUBRECIPIENT

[name]

[Organization]

Address:

Columbia, SC, 2920?

Telephone #

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## VII) GENERAL CONDITIONS

### A) General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including the uniform requirements in 570.502 and Subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to comply with the terms of this Agreement can result in the GRANTEE termination of the AGREEMENT without giving a 30 day notice.

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### B) Standard and Special Provisions:

The Subrecipient Agreement Standard Provisions (Attachment C) attached to this AGREEMENT are considered to be an integral part of this AGREEMENT and are hereby incorporated by reference herein. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Subrecipient will be notified in writing if any changes occur.

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### C) Independent Contractor

Nothing contained in this AGREEMENT is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the two parties. The SUBRECIPIENT shall at all times remain as an independent contractor with respect to the services to be performed under this AGREEMENT. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the SUBRECIPIENT is an independent contractor.

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### D) Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments, whatsoever that may arise out of the

SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT and/or the CONTRACT.

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## VIII) ADMINISTRATIVE REQUIREMENTS –

### A) Financial Management

#### 1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Payments may be contingent upon verification of the SUBRECIPIENT's financial management system.

#### 2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

#### 3. Disbursement of Funds

See Paragraph VIII, Section C.3 below for details regarding disbursement of funds.

### B) Documentation and Record-Keeping

#### 1. Recordkeeping and Retention

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR Part 200. In accordance with *Section XL Paragraph 26 of the CONTRACT*, SUBRECIPIENT will maintain sufficient records to enable the COUNTY to determine whether the SUBRECIPIENT has met the requirements of the AGREEMENT, the CONTRACT, and the requirements set forth in CFR 92.508 Record Keeping. Such records shall include but not be limited to:

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- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities;
- d. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME and CDBG programs;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### 2. Retention

The SUBRECIPIENT agrees to comply with *Section XL Paragraph 26 - Recordkeeping of the CONTRACT*, including the established retention period described therein.

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### 3. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for the SUBRECIPIENT'S rental housing program. Such data shall include, but not be limited to, client name, address, income level, demographics, or other basis for determining eligibility. Such information shall be made available to the GRANTEE's monitors or its designees for review upon request.

### 4. Disclosure

The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by State privacy laws, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

### 5. Close-Outs

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. See *Section ~~XI~~: Paragraph 22 – Documentation and Project Completion of the CONTRACT* for requirements on PROJECT closeout and completion.

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### 6. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this AGREEMENT shall be made available to the GRANTEE, Grantor Agency, their designees or the Federal Government, at any time during normal business hours, as often as the GRANTEE or Grantor Agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt of such report by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current GRANTEE policy concerning SUBRECIPIENT audits and as applicable, 2 CFR 200.

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## C) Reporting and Payment Procedures

### 1. Program Income and CDBG-Assets:

In accordance with *Section ~~XI~~ Paragraphs 21 and 44 of the CONTRACT*, SUBRECIPIENT shall report annually throughout the 15-year affordability period all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this AGREEMENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

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The SUBRECIPIENT will retain all Program Income for property related expenses including capital improvements, insurance and maintenance, or to further the expansion of SUBRECIPIENT'S affordable housing program.

SUBRECIPIENT agrees with requirements regarding any intent to sell or dispose of property during the affordability period as outlined in *Section IX: Paragraph 21 – Program Income and CDBG Assets of the CONTRACT*.

2. **Indirect Costs**

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the GRANTEE for approval.

3. **Disbursement of Funds:** The COUNTY will reimburse the SUBRECIPIENT for PROJECT related expenditures with CDBG funds up to JAWARD. This amount is based on PROJECT budget submitted with PROJECT proposal. Request for reimbursement must occur every (90) ninety days or less from the start date of this AGREEMENT. Pay requests must include a cover letter detailing services rendered supported by documentation such as inspection reports, invoices, receipts and itemized bills.

In accordance with the aforementioned CONTRACT, SUBRECIPIENT shall be reimbursed actual, necessary, reasonable, and verifiable costs incurred 6 months prior to and after the execution of this AGREEMENT. At no time shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement without written approval by the COUNTY.

See *Section XI: Part 42 – Reimbursable Expenses of the CONTRACT* for additional details and requirements for reimbursement of expenses.

4. **Progress Reports**

The SUBRECIPIENT will provide monthly progress reports to the GRANTEE during the construction and thru the occupancy phase as outlined in *Section V of the CONTRACT*. Thereafter, the SUBRECIPIENT will provide annual reports to the COUNTY throughout the 15-year affordability period as outlined in *Section XI: Parts 21 and 42 of the CONTRACT*.

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**D) Procurement**

1. **Section VIII – Procurement Standards**

The SUBRECIPIENT shall comply with *Section VIII – Procurement Standards of the CONTRACT*.

2. **2 CFR Part 200**

The SUBRECIPIENT shall procure materials in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

**E) Use And Reversion Of Assets:**

The use and disposition of real property and equipment under this AGREEMENT shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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1. **Transfer of Funds -**

The SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand and any accounts receivable attributable to the use of funds under this AGREEMENT at the time of expiration, cancellation, or termination.

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## 2. Real Property –

Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this AGREEMENT in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for the full 15-year Affordability Period. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the GRANTEE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the GRANTEE. The SUBRECIPIENT may retain real property acquired or improved under this AGREEMENT after the expiration of the fifteen-year Affordability Period.

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## 3. Equipment –

In all cases in which equipment acquired, in whole or in part, with funds under this AGREEMENT is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this AGREEMENT were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this AGREEMENT shall be (a) transferred to the GRANTEE for the CDBG program or (b) retained after compensating the GRANTEE an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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## 4. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States of America are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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## IX) RELOCATION, DISPLACEMENT & ONE-FOR-ONE HOUSING REPLACEMENT –

The SUBRECIPIENT agrees to comply with *Section VI, Paragraph G of the CONTRACT* regarding properties occupied at time of acquisition.

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section

104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The GRANTEE may preempt the optional policies.] The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions, and policies concerning the displacement of persons from their residences.

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#### X) PERSONNEL & PARTICIPANT CONDITIONS –

For all personnel and participant conditions regarding employees, volunteers, subrecipients, and subcontractors of the SUBRECIPIENT, including all current or future beneficiaries or program participants of the CDBG-assisted Activity, SUBRECIPIENT agrees to the following terms and conditions further detailed in the CONTRACT:

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##### 1. Civil Rights

**a. Compliance** - The SUBRECIPIENT agrees to comply with local, state, and federal civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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**b. Nondiscrimination** The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. In the selection of occupants for PROJECT units, OWNER shall comply with all non-discrimination requirements of 24 CFR 92.350

**c. Land Covenants** – See Section VIII, Par. E, part 4 above regarding Covenants.

**d. Section 504** - The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this AGREEMENT.

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##### 2. Employment Restrictions

**a. Prohibited Activity** - The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

**b. Labor Standards and Davis-Bacon Act** - See Part 33 – Labor Standards of the attached *CDBG Agreement Standard Provisions* (Attachment C).

**c. “Section 3” Clause** - For Housing and Community Development (HCD) financial assistance including CDBG, Section 3 only applies for projects including housing rehabilitation, housing construction, or other public construction. For these triggering activities, Section 3 will only apply if the total amount of HCD assistance exceeds \$200,000. See Part 32 – Section 3 of the attached *CDBG Agreement Standard Provisions* for additional requirements.

**3. Subcontracts** – In addition to terms and conditions outlined in Section XI, Paragraphs 37 and 49 of the CONTRACT, SUBRECIPIENT agrees to the following:

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a. **Assignability**- The SUBRECIPIENT shall not assign or transfer any interest in this AGREEMENT without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

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b. **Approvals** - The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this AGREEMENT without the written consent of the GRANTEE prior to the execution of such agreement.

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c. **Monitoring** - The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

d. **Content** -The SUBRECIPIENT shall cause all of the provisions of this AGREEMENT in its entirety to be included in and made a part of any subcontract executed in the performance of this AGREEMENT.

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e. **Selection Process** -

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this AGREEMENT shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

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#### XI) **GRANTOR RECOGNITION**

The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing funding for this PROJECT. The SUBRECIPIENT will include a reference to the support provided herein in all publications made possible, by funds provided under this AGREEMENT.

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#### XII) **AMENDMENTS**

The GRANTEE and SUBRECIPIENT may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT, and must be executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this AGREEMENT, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this AGREEMENT.

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The GRANTEE may, in its discretion, amend this AGREEMENT to conform to Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both the GRANTEE and SUBRECIPIENT.

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#### XIII) **SUSPENSION OR TERMINATION**

In addition to terms and conditions outlined in *Section VI, Paragraph 40 – Termination of the CONTRACT*, SUBRECIPIENT agrees to the following:

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In accordance with 2 CFR Part 200, the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, if the SUBRECIPIENT materially fails to comply with any terms of this AGREEMENT, which include (but are not limited to) the following:

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1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may



become applicable at any time;

2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this AGREEMENT;

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3. Ineffective or improper use of funds provided under this AGREEMENT; or

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4. Submission by the SUBRECIPIENT to the GRANTEE reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, this AGREEMENT may also be terminated for convenience by either the GRANTEE or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the GRANTEE determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the GRANTEE may terminate the award in its entirety.

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In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by SUBRECIPIENT under this AGREEMENT shall, at the option of the GRANTEE, become the property of the GRANTEE and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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In the event SUBRECIPIENT fails to comply with the terms of the AGREEMENT, repayment by GRANTEE is required by HUD with a non-federal funding source. If such action is taken by HUD, SUBRECIPIENT will be required to return funds awarded by the AGREEMENT to GRANTEE.

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#### XIV) ENVIRONMENTAL CONDITIONS –

Subrecipient agrees to review and implement the attached Standard Provisions (#'s 34-39) regarding compliance with Air and Water Acts, Historic Properties, Flood Disaster Protection, and Lead-Based Paint to ensure compliance with HUD Environmental Review Procedures (24 CFR, Part 58).

The Community Development Block Grant (CDBG) program requires full compliance with the National Environmental Policy Act (NEPA) of 1969 and related regulations in 24 CFR Part 58. These federal laws mandate that an Environmental Review be completed before any CDBG funds are officially committed or utilized. Further, since CDBG funds have now been requested for your PROJECT, it is advised that any physical work on the project not advance until CDBG funds are secured and the Environmental Review is complete. Continuing work of a physical or constructive nature (i.e. breaking ground, demo prep work, etc.) can be considered a "Choice Limiting Action" by HUD and make the project ineligible for funding with CDBG.

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**XV) SEVERABILITY –**

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby, and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

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**XVI) SECTION HEADINGS AND SUBHEADINGS –**

The section headings and subheadings contained in this AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this AGREEMENT.

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**XVII) WAIVER –**

The GRANTEE's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GRANTEE to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVIII) ENTIRE AGREEMENT –**

This AGREEMENT and the CONTRACT constitute the entire agreement and understanding between the GRANTEE and the SUBRECIPIENT for the use of funds received under this AGREEMENT and the CONTRACT and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the GRANTEE and the SUBRECIPIENT with respect to this AGREEMENT and CONTRACT.

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**IN WITNESS WHEREOF**, the Parties have executed this agreement as of the date first written above.

**Richland County, South Carolina**

**SUBRECIPIENT**

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By \_\_\_\_\_  
County Administrator

By \_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

**DEVELOPERS CONTRACT**  
**BY AND BETWEEN**  
**RICHLAND COUNTY GOVERNMENT**  
**AND**  
**SUBRECIPIENT**

THIS AGREEMENT is made and entered into **DATE**, by and between **RICHLAND COUNTY, SC** hereinafter referred to as the **COUNTY**, and **SUBRECIPIENT**, hereinafter referred to as **OWNER**.

WITNESSETH

WHEREAS, the COUNTY is the recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the COUNTY desires to assist with the development of affordable housing for low- and moderate-income individuals and families in the unincorporated areas of Richland County; and

WHEREAS, the SUBRECIPIENT is a registered 501 (c)(3) with a robust affordable rental housing program for low-and moderate-income individuals and families ready for expansion, and the OWNER submitted a proposal and request for CDBG funding for a CDBG eligible PROJECT;

WHEREAS, the OWNER is awarded CDBG funds to develop decent, safe and affordable housing that is qualified under the provisions of Section 212 of the Cranston-Gonzales Act (42 U.S.C. 12742) as amended by the Housing and Community Development Act of 1992;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follows:

**SECTION I– SCOPE OF WORK/CONDITIONS**

1. Eligible Use of Funds: CDBG funds provided by the COUNTY to the OWNER are for the development of affordable rental housing. The scope of work includes the acquisition and rehabilitation of a four (4) – unit multifamily housing dwelling (Attachment A). The household income for all occupants of these unit must be 60% (very low) or below the area median income as indicated in the income eligibility table. The OWNER will adhere to the timeline and PROJECT budget submitted with the proposal that details the use of CDBG funds (Attachment B).
2. Location for Use of Funds: CDBG funds provided by the COUNTY to the OWNER are earmarked for a site located at [address] in the [subdivision] neighborhood of [area of county] Richland County, unincorporated Richland County, Council District 10. The OWNER must receive prior written approval from the COUNTY to change the site for development.
3. Project Term: This AGREEMENT is made and entered DATE, and termination of this AGREEMENT will

occur automatically upon the expiration of the contract period, which is **December 31, 2024**. The units must be rented and all CDBG funds must be dispersed and drawn down within this timeframe.

4. **Disbursement of Funds:** The COUNTY will reimburse the OWNER for project related expenditures with CDBG funds up to **AMOUNT (\$ )**. This amount is based on project budget submitted with project proposal. Request for reimbursement must occur every (90) ninety days or less from the start date of this AGREEMENT. Pay requests must include a cover letter detailing services rendered supported by documentation such as inspection reports, invoices, receipts and itemized bills.
5. **Funding Goals:** The OWNER shall adhere to the scope of work presented to the COUNTY and all costs shall be as stated in the budget (Attachment B – Budget). The CDBG funds should be expended by September 1, 2024. Otherwise the OWNER shall notify the COUNTY in writing of any need for extension, any revisions to scope of work and/or changes to the budget.

The Agreement can be terminated by either party, in writing, within (14) day notice to the other party. At the time of termination the unit must be rented and all CDBG funds awarded must be dispersed and drawn down.

## SECTION II -AWARD

The COUNTY reserved a total of **AMOUNT (\$ )** for the OWNER to perform the scope of work described throughout this Agreement. By executing this Agreement, the COUNTY agrees to award said amount as a grant to the OWNER. The award is subject to the terms and conditions of this Agreement, applicable laws, regulations and all other Federal and County requirements now or hereafter in effect.

## SECTION III - BUDGET SUMMARY

|                   | Owner Equity | Other Source of Funds | RC Grant | Total Cost |
|-------------------|--------------|-----------------------|----------|------------|
| Acquisition       |              |                       |          |            |
| Construction      |              |                       |          |            |
| Professional Fees |              |                       |          |            |
| Interim Costs     |              |                       |          |            |
| Soft Cost         |              |                       |          |            |
| Operating/Dev Fee |              |                       |          |            |
|                   |              |                       |          |            |

*Detailed Development Cost presented in Attachment B.*

## SECTION IV - AFFORDABILITY

OWNER will ensure that CDBG assisted unit complies with HOME Rule 24 CFR 92.252 and 254(a)(5)(i). Each unit must remain affordable for rental occupancy for an affordability period of twenty (15) years. Affordability period will begin at time of initial occupancy.

| Affordability Period for Rental Projects          |                       |                              |
|---|-----------------------|------------------------------|
| ACTIVITY  | AVERAGE PER-UNIT HOME | MINIMUM AFFORDABILITY PERIOD |
| Rehabilitation or Acquisition of Existing Housing | <\$15,000             | 5 years                      |
|   | \$15,000- \$40,000    | 10 years                     |
|   | >\$40,000             | 15 years                     |
| Refinance of Rehabilitation Project               | Any dollar amount     | 15 years                     |
| New Construction or Acquisition New Housing       | Any dollar amount     | 20 years                     |

## SECTION V-PROJECT SCOPE OF WORK/REQUIREMENTS AND CONDITIONS:

OWNER, in close coordination with the COUNTY, shall perform all professional services (WORK) in full compliance with the terms of this AGREEMENT. The PROJECT is subject to the Federal requirements found in the HOME Investment Partnership Program Final Rule 24 CFR Part 92 Subparts F, G, H.

OWNER of the PROJECT will carry out the WORK necessary to provide decent, safe and sanitary rental housing. The housing units will meet county residential building codes, ordinances and zoning requirements applicable to rehabilitations construction. OWNER will also comply with established mandatory design criteria specified in Attachment J - Special Provisions to guarantee that all major systems meet minimal requirements through the duration of the affordability period.

As a condition of this AGREEMENT the OWNER, to the maximum extent feasible, at least five percent of the CDBG-assisted units must meet the accessibility and usability requirements to accommodate a disabled person that depends on a wheelchair as defined at 24 CFR part 8 in compliance with Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8).

OWNER must complete and receive approval of a site-specific environmental assessment. The owner will identify environmental impacts and adhere to historic preservation as needed and lead based paint requirements found at 24 CFR part 35.

OWNER will obtain all necessary permits, licenses and inspections required by county, state and federal regulations.

OWNER will implement the strategies outlined in the OWNER Marketing Plan submitted with the proposal (ATTACHMENT A) and perform the WORK necessary to affirmatively market each unit for the purpose of attracting persons that meet HUD income eligibility requirements without regard to race, color, national origin, sex, religion, familial status or disability. See Section VI Part F for more details.

OWNER will obtain a copy of the area neighborhood association's By-Laws and the OWNER will adhere to the rules and regulations set forth, including but not limited to, the payment of regime, annual dues or assessment fees.

OWNER will provide monthly progress reports due the 30<sup>th</sup> of each month as found in Attachment H - Progress Report Form to the COUNTY including budget amendments and narrative during the construction and thru the occupancy phase. Thereafter, the OWNER will provide annual reports to the COUNTY throughout the affordability period.

The aforementioned WORK tasks will be performed in the manner described in the OWNER'S proposal, received by the COUNTY on or before [DATE] and is incorporated herein by reference (Attachment A). This AGREEMENT will expire on or before [DATE], unless a change of date has been approved in writing and signed by both the COUNTY and the OWNER.

The following is a table of expectations by the COUNTY to be completed between [DATE] and [DATE]. Additional affordability monitoring is also required (see below).

| MILESTONES  | TARGET DATES            |
|---|-------------------------|
| Site Specific Environmental Review & Approval         | March 1, 2024           |
| AGREEMENT execution target date                       | March 25, 2024          |
| Bidding Process                                       | April – May 2024        |
| Contractor selection and construction start.          | June 2024               |
| Monthly Progress Reports Begin                        | April 1, 2024           |
| Complete Rehabilitation                               | July 31, 2024           |
| Tenant occupancy #1 for each unit                     | September 30, 2024      |
| Annual Progress Reporting during Affordability Period | January 2025- thru 2045 |

## SECTION VI - GENERAL ADMINISTRATION

OWNER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following: CDBG PROJECT funds will not be advanced, and no costs can be expended until the OWNER completes a site specific environmental assessment and review for each site as required under 24 CFR Part 58. The OWNER will adhere to the conditions of the Environmental Assessment to be provided to the COUNTY prior to The Work. and the OWNER will submit a report to include mitigation actions taken and/ or details of PROJECT modifications if so required.

- A. OWNER must comply with 24 CFR Part 92.206 and ensure that all expenditures are spent in compliance with the requirements at 24 CFR 92.206 Eligible PROJECT Cost, associated with the rehabilitation of the multi-family unit at [address].
- B. OWNER shall be reimbursed actual, necessary, reasonable, and verifiable costs incurred 6 months prior to and after the execution of this AGREEMENT. At no time shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement without written approval by the COUNTY.
- C. OWNER must adhere to Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35. The OWNER will procure a Lead Based Paint (LBP) assessment of units constructed prior to 1978 to determine the presence of LBP. Where LBP is found, the OWNER must abate before repair work begins.
- D. This PROJECT is subject to HOME rental regulations found at 24 CFR Part 92 Subpart F - PROJECT Requirements. The OWNER will target families whose income is 60% (very low) or below area median income. Monthly rents and utilities should not exceed 30% of annual gross household income.

Public Housing Authority utility allowance calculations must be used for tenants with Section 8 Rental Assistance and OWNER must verify average utility cost before rent amount is determined.

OWNER will take steps to maintain compliance with HOME rent and occupancy requirements should a tenant's income increase above 80% of the area median income. Terms of rent adjustments must be clearly stated within the lease AGREEMENT.

### 2025 HOME PROGRAM RENT LIMITS Columbia, SC HUD Metro FMR Area

| Program              | Efficiency | 1BR    | 2BR    | 3BR    | 4BR    | 5BR    | 6 BR   |
|----------------------|------------|--------|--------|--------|--------|--------|--------|
| Low HOME Rent Limits | \$761      | \$815  | \$978  | \$1130 | \$1261 | \$1391 | \$1520 |
| High HOME Rents      | \$969      | \$1039 | \$1246 | \$1435 | \$1581 | \$1727 | \$1872 |
| Fair Market Rent     | \$1036     | \$1100 | \$1246 | \$1595 | \$1917 | \$2205 | \$2492 |

- E. The OWNER will ensure that the occupant of the CDBG-assisted unit is CDBG and HOME income eligible. OWNER will certify family size and annual household income by examining at least 3 months income sources (e.g., written wage statements, interest statements and unemployment compensation statements, child support statements) for the household. The OWNER will maintain a record of beneficiary information pertaining to size, racial characteristics, and the presence of female head of household in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Income Guideline Under the HOME Program specified in Attachment C and Attachment F - HOME Final Rule.

#### 2025 HOME INCOME LIMITS

Columbia, SC MSA (Richland County)

| Income Threshold by Household Size | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        |
|------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 30% Limits                         | \$19,500 | \$22,250 | \$26,650 | \$32,150 | \$37,650 | \$43,150 | \$48,650 | \$54,150 |
| 50% Limits                         | \$32,450 | \$37,100 | \$41,750 | \$46,350 | \$50,100 | \$53,800 | \$57,500 | \$61,200 |
| 80% Limit                          | \$51,950 | \$59,350 | \$66,750 | \$74,150 | \$80,100 | \$86,050 | \$91,950 | \$97,900 |

- F. In the selection of occupants for PROJECT units, OWNER shall comply with all non-discrimination requirements of 24 CFR 92.350. As this project does not create five or more CDBG-assisted units, the Affirmative Marketing requirements of 24 CFR 92.351 do not apply. Instead, the occupants of the CDBG-assisted units will be limited to income-eligible participants in OWNER's recovery program as detailed in Proposal. OWNER will incorporate Affirmative Marketing measures to provide equal access to the affordable rental housing to the fullest extent possible.
- G. Properties that are occupied at time of acquisition or leading up to the acquisition are eligible for purchase under this AGREEMENT only when:
- OWNER has an established plan for compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act or URA), 49 CFR Part 24, and HUD's Handbook 1378.
  - OWNER notifies tenant in writing 30 days before closing of ownership change.
  - OWNER will verify that the occupants of all CDBG-assisted units are HOME income eligible.
  - OWNER will ensure at least 51% of CDBG-assisted units are occupied by HOME income eligible households at all times.
  - If at the time of acquisition, less than 51% of units are able to be occupied by income eligible households after rehabilitation, then OWNER will provide relocation advisory services to any income ineligible displaced tenants, provide a minimum of 90 days written notice to vacation, reimburse for moving expenses, and provide payments for the added cost of renting comparable replacement housing.
  - Should the rehabilitation or minor repairs of an occupied unit require the temporary displacement of the income eligible household, OWNER will provide comparable temporary housing and reimburse for any storage expenses incurred during displacement.
- H. OWNER will execute a written lease with all tenants for a period not less than one year unless by mutual AGREEMENT between the tenant and the OWNER for a shorter period. The lease may not contain any provision that release the OWNER of responsibility for the unit or cause a burden to the tenant including but not limited to:
- AGREEMENT by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - AGREEMENT by the tenant that the OWNER may take, hold, or sell personal property of household

members without notice to the tenant;

- AGREEMENT by the tenant not to hold the OWNER responsible for any action or failure to act, whether intentional or negligent;
- AGREEMENT by the tenant to pay legal costs; and
- An OWNER may not terminate the tenancy or refuse to renew the lease except for serious or repeat violation of the terms and conditions of the lease.

- I. OWNER shall assure compliance with 24 CFR 92.251 as it relates to Property Standards, Housing Quality Standards (HQS) and Fair Housing standards under 24 CFR 92.251(a)(3) as applicable. To the maximum extent feasible, at least five percent of the CDBG-assisted units must meet handicap livability requirement serving at least one or more disabilities (24 CFR Part 8 which implements Section 504 of the Rehabilitation Act of 1973).
- J. The OWNER agrees to establish restrictions that safeguard the appearance of the structure and parcel of land associated with the unit. Annual onsite inspections are required by the OWNER. The COUNTY will also perform periodic onsite inspections throughout construction and during the affordability period.
- K. The COUNTY will monitor OWNER for compliance with 24 CFR 92 HOME Investment Partnership Program and all of its parts for the duration of the 15-year affordability period. OWNER will maintain records, provide reports annually and shall provide access to PROJECT files as requested by the COUNTY for a minimum of 10 years.

## **SECTION VII – NON-PROFIT PROVISIONS**

OWNER will maintain 501 (c)(3) Non-Profit status in good standing for the term of this PROJECT AGREEMENT and through the affordability period. OWNER agrees to provide information annually as requested by the COUNTY to document its continued compliance including but not limited to an annual board roster and certification of income for each member of the board.

## **SECTION VIII - PROCUREMENT STANDARDS**

- A. OWNER will establish procurement procedures that ensure to the greatest extent possible fair and equitable employment and economic development opportunities generated by this AGREEMENT are directed toward low and very low-income persons. Advertisements and bid documents must include a HUD Section 3 clause specified in Attachment E - Section 3) as these requirements transfer to subcontractors.
- B. OWNER'S procurement procedure must include procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this AGREEMENT, OWNER shall comply at a minimum with the non-profit procurement standards at OMB Circular A-110 as implemented through 24 CFR 84.40 - 48.
- C. OWNER will seek competitive bids, use written AGREEMENTs clearly detailing the WORK to be completed; keep records of all transactions and maintain a quality assurance system for goods and services expected.
- D. OWNER will make and document every attempt to contract where feasible with small and minority firms and eligible Minority Business Enterprise and Labor Surplus areas. Section 3 Business list can be found under Attachment E

## **SECTION IX - CONFLICT OF INTEREST**

OWNER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. OWNER further warrants



and covenants that in the performance of this contract, no person having such interest shall be employed.

CDBG conflict of interest provisions, as stated in 24 CFR 92.356, apply to the award of any contracts under the AGREEMENT and the selection of tenant households to occupy CDBG-assisted units. No employee, agent, consultant, elected official, or appointed official of OWNER may obtain a financial interest or unit benefits from a CDBG-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes any interest in any contract, subcontract or AGREEMENT with respect to this CDBG-assisted PROJECT or program administered by OWNER or the proceeds herein.

This prohibition does not apply to an employee or agent of OWNER who occupies a CDBG-assisted unit as the on-site PROJECT manager or maintenance worker. In addition, no member of the COUNTY, the United States Congress, official or employee of HUD shall be permitted to receive or share any financial or unit benefits arising from the CDBG-assisted PROJECT or program. Prior to the implementation of the CDBG-assisted activity, OWNER may request exceptions to stated provisions in writing. OWNER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the CDBG assistance. The COUNTY may grant exceptions by request as permitted by 24 CFR Part 92.356, 24 CFR Part 85.36, and as applicable.

## **SECTION X - LABOR, TRAINING & BUSINESS OPPORTUNITY**

OWNER agrees to comply with the federal regulations that govern training, employment and business opportunities as follows:

- A. It is agreed that the WORK performed under this AGREEMENT is a PROJECT assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U, as well as any and all applicable amendments thereto. HUD Section 3 specified in Attachment E - Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-to moderate-income residents of the PROJECT area and those contracts for WORK in connection with the PROJECT be awarded to business concerns which are located in, or owned in substantial part by persons residing in the PROJECT area.
- B. OWNER shall voluntarily comply with the provisions of HUD Section 3 regulations issued by the Secretary of Housing and Urban Development and stated in 24 Code of Federal Regulations including all applicable rules, orders and amendments prior to the execution of this AGREEMENT and during the term of this contract, when and where possible during the construction phase. OWNER certifies and agrees that it is under no contractual or other obligation, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
- C. OWNER will include HUD Section 3 and Minority Business Enterprise provisions in all advertisements and written bid requests and in every subcontract for work in connection with the PROJECT and will, at the direction of the COUNTY, take appropriate action upon a finding that a subcontractor has misrepresented itself in violation of Federal regulations. OWNER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 Code of Federal Regulations and will not contract with a subcontractor without receipt of a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.
- D. Compliance with the provisions of HUD Section 3 specified in Attachment E - Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the COUNTY and HUD issued prior to the execution of the AGREEMENT, shall be a condition precedent to federal financial assistance being provided to the PROJECT, as well as a continuing condition, binding upon the applicant or recipient for such assistance, it

successors, and assigns. Failure to fulfill these requirements shall subject OWNER and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

## **SECTION XI - GENERAL CONDITIONS**

1. All notices or other communication which shall or may be given pursuant to this AGREEMENT shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Richland County Government  
Community Development  
2020 Hampton Street, Suite 3063  
Columbia, SC 29204  
Contact: Adrienne Jackson, Housing Manager  
(803) 576-2089X

### **ORGANIZATION ADDRESS**

**Contact: XXXXX**

**(803) XXXXX**

2. Title and paragraph headings are convenient reference and are not a part of this AGREEMENT.
3. In the event of conflict between the terms of this AGREEMENT and any terms or conditions contained in any attached documents, the terms in this AGREEMENT shall rule. No waiver or breach of any provision of this AGREEMENT shall constitute a waiver of a subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.
4. OWNER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the agency of Labor Regulations (29 CFR Part 3) as amended.
5. OWNER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as well as the Labor Regulations found at 29 CFR, Part 5 as amended.
6. OWNER further warrants and agrees to include or cause to be included, the criteria and requirements of paragraphs (D) and (E) of sections 103 and 107 of the Contract Work Hours and Safety Standard Act in every nonexempt subcontract. OWNER also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.
7. The AGREEMENT shall be binding upon the parties hereto, their heirs, and executors, legal representative, successors and assigns.
8. OWNER and its employees and agents shall be deemed as independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of the COUNTY, or any rights generally afforded classified or unclassified employees. Further, they shall not be deemed entitled to compensation benefits as an employee of the COUNTY.
9. Funding for this AGREEMENT is contingent on the availability of funds and continued authorization for program

activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations, proposed PROJECT and/or budget commitments.

10. 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 she/he 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.
11. AMENDMENTS: All amendments to and interpretations of this AGREEMENT shall be in writing. Any amendment or interpretations that are not in writing shall not legally bind the COUNTY and or its agents. The OWNER is responsible for acknowledgement of receipt of amendments either by signing and returning one (1) copy of the amendment or by letter.
12. ASSIGNMENT OF AGREEMENT: The OWNER is not authorized to assign, sublet, or transfer any portion of this AGREEMENT without prior written consent of the COUNTY.
13. CHANGES: OWNER is not authorized to make PROJECT changes without prior written permission from the COUNTY. The COUNTY will not compensate OWNER for any work or service provided that has not been approved in writing.

The OWNER has the option to convert a rental unit to a homeownership unit by selling a unit to the existing tenant in accordance with the requirements of 24 CFR 92.255 - Converting rental units to homeownership units for existing tenants. However, the OWNER cannot make ownership a condition of the lease AGREEMENT.

If no additional CDBG funds are used to enable a tenant to become a homeowner, the homeownership unit is subject to the remaining affordability period as if the units continued as rental units. If additional HOME or CDBG funds are used to directly assist a tenant to become a homeowner, the period is based on the amount of direct assistance as stated under §24 CFR 92.255. OWNER must use CDBG proceeds from a sale to pay any outstanding loan balance associated with this AGREEMENT. Any remaining proceeds from the sale of unit should be kept by the OWNER and must be used for CDBG or HOME eligible activities.

OWNER guarantees tenants interested in homeownership will receive homebuyer counsel related to livability, credit repair, asset management, and property maintenance. The OWNER must document the buyer's receipt of homebuyer services.

The OWNER will document the homebuyer's knowledge of the HOME affordability and resale requirements prior to purchase/ occupancy. An income eligible homebuyer must be made aware and agree to the Federal requirements.

- a) Occupancy: The home will be occupied as the principle residence of the homebuyer and the buyer/occupant annual gross household income will not exceed 80% of the median income for the area at time of occupancy.
  - b) Purchase Price: The OWNER will ensure that the purchase price not exceed 95% of the median purchase price for the area (CFR 92.254 (a)(2))
  - c) Resale: If during the affordability period the homebuyer decides to move or sell the unit, the homebuyer must agree to sell the unit to an income eligible buyer who plans to occupy the unit as their principle residence (92.254 (a)(5)).
14. COMPLETE DOCUMENTS: Plans, specifications, and all supplementary documents are essential parts of this AGREEMENT and requirements occurring in one are as binding as though occurring in all.

15. **CONTRACT ADMINISTRATION:** The Contracting Officer shall have the authority to act on 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 Director of the Community Development Department, 2020 Hampton Street, Suite 3063, Columbia, South Carolina 29204. The initial term of this contract shall be twelve months (12). In addition, this PROJECT is subject to ongoing compliance requirements of CDBG and HOME through the affordability period of 15 years. OWNER will assure continued compliance with CDBG requirements. Timely completion of the WORK specified in this AGREEMENT is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this AGREEMENT, it is understood and agreed by OWNER that the PROJECT will be completed as expeditiously as possible and that the OWNER will make every effort to ensure that the PROJECT will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of CDBG funds.

OWNER shall cause appropriate provisions to be inserted in all contracts relative to the WORK tasks required by this AGREEMENT, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in all subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the COUNTY and enforceable by the COUNTY against OWNER and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event OWNER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the COUNTY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by OWNER, the COUNTY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the OWNER to notify the COUNTY within five business days of knowing that a delay is anticipated or experienced, and to inform the COUNTY of all facts and details related to the delay.

16. **OWNER'S QUALIFICATIONS:** OWNER must be regularly established in the business called for, and executing this AGREEMENT certifies that the OWNER is physically and financially sound, capable and responsible having the ability and experience through supervised personnel to complete this contract. OWNER certifies that they are able to render prompt and satisfactory service in the volume called for under this AGREEMENT.

COUNTY can make such investigation, as necessary to determine the ability of the OWNER to perform the WORK. The OWNER shall furnish to the COUNTY all such information and data as the COUNTY may request, including, if requested, a detailed list of the equipment which the OWNER proposes to use, and a detailed description of the method and program of the WORK he proposes to follow. The COUNTY reserves the right to terminate, if at any time throughout the term of this AGREEMENT the OWNER fails to meet all requirements or fails to carry out the obligations of the AGREEMENT and to complete the WORK agreed on therein.

17. **OWNER'S RESPONSIBILITY:** The OWNER certifies that it has fully acquainted himself/herself with conditions relating to the scope, and restrictions attending the execution of the WORK under the conditions of this AGREEMENT. Failure or omission of OWNER to acquaint himself /herself with existing conditions shall in no way relieve the OWNER of any obligation with respect to this AGREEMENT.

18. **COUNTY'S RESPONSIBILITY:** The COUNTY shall furnish OWNER with the following services and information from existing COUNTY records and COUNTY files:

- The COUNTY will provide information regarding its requirements for the PROJECT.
- The COUNTY will provide any changes in CDBG or HOME regulations or program limits that affect the PROJECT,

including but not limited to income limits, property value limits and rent limits.

- The COUNTY will conduct progress site inspections of WORK completed to protect its interests as funder/lender and regulatory authority for the PROJECT, and will provide information regarding any progress inspections or monitoring to assist it in ensuring compliance.
- The COUNTY will review and approve the WORK that will relate only to overall compliance with the general requirements of this AGREEMENT, CDBG and HOME regulations, and all COUNTY regulations and ordinances.
- The COUNTY will make available the most current County wide environmental, Annual Action Plan and Consolidated Plan.
- The County **will** execute a Loan Agreement /Restrictive Covenants at the close of this AGREEMENT as the means of enforcing affordable housing requirements and compliance with the terms of this AGREEMENT.
- Nothing contained herein shall relieve the OWNER of any responsibility as provided under this AGREEMENT.

19. COVENANTS AGAINST CONTINGENT FEES: The OWNER 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 OWNER 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.
20. NONCOMPLIANCE AND RECAPTURE: In case of non-compliance with this AGREEMENT or dissolution of business, the COUNTY reserves the right to recapture its investment by taking ownership of properties and collection of all rent payments made during the affordability period charging OWNER with any excessive costs. Should such charges be assessed, no subsequent proposals of the defaulting OWNER shall be considered until the assessed charges have been satisfied.
21. PROGRAM INCOME and CDBG-ASSETS: Proceeds generated from rents will be recorded and use of funds documented. A financial report will be provided to the COUNTY annually throughout the affordability period. **The OWNER must notify the COUNTY of intent to sell or dispose of property during the affordability period. The OWNER must assure that the price at resale provides a fair return on investment (including capital improvements). If the property is sold during the affordability period, the OWNER will work with the COUNTY to ensure CDBG proceeds are used for CDBG-eligible affordable housing development. If this is not possible, sale proceeds will be returned to the COUNTY as CDBG Program Income.**
22. DOCUMENTATION AND PROJECT COMPLETION: Upon completion of the PROJECT, OWNER shall furnish, at no extra charge all closeout documentation including:
- Occupancy Completion Report approved, in writing, by COUNTY'S Contracting Officer and Contracting Officer's Representative specified in Attachment G, Occupancy Completion Form;
  - Copies of warranties, insurance, building permits, inspection reports and/or guarantees;
  - Final affidavit or release and waiver of all liens from subcontractors;
  - Consent of Surety for final payment;
  - Minority Reports;
  - Project-related designs, materials and/or training plan specified in Attachment J - Special Provisions);
  - Documentation of technical support received or scheduled, when appropriate;
  - Statement of Project final completion and acceptance;

Copies of restrictive covenants, lease AGREEMENTs and change of occupancy process and procedures  
Notice of Occupancy; and  
All required deliverables

The COUNTY will recognize each PROJECT as complete only upon written confirmation.

COUNTY will assess PROJECT completeness using contemporary best (practical) professional practices and evaluation criteria.

23. DRUG FREE WORKPLACE ACT: It is the intent of The COUNTY to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, which shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. OWNER shall be required to execute a statement in all solicitations certifying that it understands and is in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in rejection of an offer.
24. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, OWNER agrees as follows:
- OWNER will not discriminate against any employee or applicant for employment based on race, color, religion, sex, disability or national origin(s). Employees will receive fair and equal treatment and will be given equal opportunity for promotions, transfers, training opportunities, rates of pay or other forms of compensation. OWNER agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the contracting officer of the COUNTY setting forth the provisions of this nondiscrimination clause.
  - OWNER will, in all solicitation or advertisements for employees placed by or on behalf of OWNER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin(s).
  - OWNER will send to each labor union or representative of workers with which he has a collective bargaining AGREEMENT or other contract or understanding, a notice to be provided by the director of Community Development, advising the labor union or workers' representative of OWNER commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 specified in Attachment D - Section 202 of Executive Order No. 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - OWNER will comply with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
  - OWNER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereof, and will permit access to its books, records, and accounts by the COUNTY and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and order.
25. EXAMINATION OF RECORDS: The Administrator of the COUNTY or his duly authorized representative(s), and/or duly authorized representative from Community Development Office during the affordability period of 15 years, shall have access to records involving the rental, sale and all transactions related to this AGREEMENT.

If required, OWNER will provide the COUNTY with a certified audit of its records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, or records of OWNER or its subcontractors which are directly related as a result of this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.

26. **RECORDKEEPING:** OWNER will maintain sufficient records to enable the COUNTY to determine whether the OWNER has met the requirement of this contract and the requirements set forth in CFR 92.508 Record Keeping. At a minimum the following records should be retained for the most recent five-year period until five years after the affordability period.
- a. Records concerning 501 (c)(3) designation, qualifications, board membership information.
  - b. Buyer files/beneficiary information including documentation of household size, income eligibility documentation, rent and utility allowance calculations, affordability including leases for assisted units, property inspections, deed restrictions, re-examination of tenant income through a statement and certification, PROJECT rents and HOME recapture/resale restriction.
  - c. PROJECT information such as plans, specifications, location, # of units, property standards, purchase price and documentation of fair market value.
  - d. Financial records related to CDBG proceeds budget control and evidence of periodic account reconciliations (deposits, disbursements, balances), income and expenditures, repayments and recapture.
  - e. Equal opportunity, fair housing and affirmative marketing procedures or documentation thereof.
  - f. Contracts, sub-contracts, licenses, permits, variances, certificates, insurance and bonds
  - g. Records showing that housing meets Section 504 criteria, the affordability requirements for not less than the applicable affordability period.
  - h. Records concerning property inspections, maintenance schedules and capital improvements.
27. **FORCE MAJEURE:** The OWNER shall not be liable for any excess costs if failure to perform arises from cause beyond the control and without the fault or negligence of the OWNER. 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, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of the OWNER and without fault or negligence of neither of them. The OWNER shall not be liable for any excess costs for failure to perform, unless supplies or services to be furnished by the sub Owner were obtainable from other sources in sufficient time to permit the OWNER to meet the required delivery schedule.
28. **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 OWNER and the COUNTY shall be decided by a court of competent jurisdiction of the County of Richland in the State of South Carolina, in accordance with the laws of South Carolina.
29. **GUARANTEE:** OWNER shall guarantee all workmanship and materials utilized in the construction through the period of affordability. When defects of craftsmanship and faulty material are discovered during the guaranteed period, the OWNER shall, immediately, upon notification by the COUNTY, proceed at his own expense, to repair or replace the same, together with any damage to all the finished equipment, furnishings and property that may have been damaged as a result of the defective equipment or workmanship.
30. **IMPROPER INFLUENCE:** 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 OWNER is encouraged to use the COUNTY policy on any matter related to this contract.

31. **HOLD HARMLESS:** The OWNER shall hold harmless, defend and indemnify the County from and against any and all claims, actions, damages, fees, fines, penalties, costs, suits or liability of any kind, including, without limitation, reasonable attorneys' fees and court costs resulting, directly or indirectly, in whole or in part, from any act, error, omission or default of OWNER's or its subcontractor's performance or failure to perform under the terms of this AGREEMENT.
32. **INSURANCE.** During the term of the contract the builder shall be required to purchase and maintain at its sole expense as a minimum the limits and types of insurance listed below, together with the coverage provisions and endorsements as indicated.
- **Worker's Compensation and Employer's Liability.** OWNER shall maintain worker's compensation and employer's liability insurance in accordance with the laws of the State of South Carolina. "Other States" coverage is not sufficient. Employer's Liability limits shall not be less than \$500,000 each accident /\$500,000 each disease /\$500,000 policy limit. The policy shall contain a waiver of subrogation in favor of Richland County, its officials, employees, agents, temporary, and leased workers and volunteers.
  - **Commercial General Liability.** OWNER or Subcontractor 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. Richland County, its officials, employees, agents, temporary and leased employees and volunteers shall be endorsed as additional insureds with no special limitations on their additional insured coverage.
  - **Professional Liability Insurance.** Prior to commencing work and at all times, any party having design responsibility shall be covered under a professional liability insurance policy, which may be on a claims-made basis. It shall clearly state any retroactive coverage date, have a \$1,000,000 limit for each act, error or omission, have a \$1,000,000 aggregate, and have a \$1,000,000 limit for completed operations extending at least two years beyond completion of the project as minimum coverage.
  - **Auto Liability.** OWNER or Subcontractor shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned, and hired vehicles with a combined single minimum limit of \$1,000,000 per occurrence. Physical damage is at the option of OWNER.
  - **Builder's Risk.** The builder shall maintain a builder's "all risk" or equivalent policy insuring the project on the initial AGREEMENT price plus the value of subsequent contract modifications and cost of materials supplied or installed by others, insuring the total value for the entire project at the site on a replacement cost basis.
  - **Other Policy Terms.** The following requirements apply to all the insurance policies:
    - A. Each policy shall be written by insurers admitted to do business in South Carolina.
    - B. Each insurer shall have a Best rating of A, VII or higher.
    - C. All deductibles and retentions for the policies are to be paid by the builder.
    - D. OWNER 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
  - **Cancellation, Non-renewal, Reduction in Coverage and Nonpayment of Premium.** Any party required to provide insurance under this contract shall provide and shall request each insurer to provide the Community Development with a minimum of 30 (thirty) days prior written notice of any cancellation, non-



renewal, reduction in coverage or any other material change in the required policies, except that a notice of 10 (ten) days is acceptable for cancelation by an insurer due nonpayment of premium.

- Certificates of Insurance. OWNER shall furnish the COUNTY at the below address with certified copies of certificates of insurance within five (5) 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.

Certificates shall state the insurance applies to work performed by or behalf of CONTRACTOR. Certificates shall state any retention and identify insurers.

- Subcontractors: OWNER must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. Failure of OWNER or its subcontractors to maintain insurance coverage shall not relieve OWNER of its contractual obligation or responsibility hereunder.

The OWNER shall have insurance with the limits and conditions provided for in Attachment D, which is incorporated by reference into the AGREEMENT.

In addition to the insurance coverages required in Attachment D, the OWNER may be required to present evidence of Environmental Insurance for the removal, handling and disposition of asbestos, lead-based paints, and other hazardous material, whenever containment is required for their removal, handling and disposition in a Rehabilitation project.

33. LICENSES, PERMITS AND CERTIFICATES: The OWNER 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.
34. NON-APPROPRIATIONS: Any contract entered into by the OWNER resulting from this AGREEMENT shall be subject to cancellation by the COUNTY 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.
35. COUNTY FURNISHED DATA: All data and materials, negatives, adiposities, aero triangulation data, terrain and elevation models, control photographs, engineering data, maps, plans, specifications, drawings, or other COUNTY furnished property shall remain the exclusive property of COUNTY. OWNER agrees by executing this AGREEMENT that such COUNTY property will be used for no purpose other than for work for COUNTY under this AGREEMENT. OWNER shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the WORK/services rendered hereunder, all such property shall be returned to the COUNTY in the condition it was received, taking into consideration normal wear and tare that is to be expected with the material in use as appropriate.
36. COUNTY'S RIGHTS OF OWNERSHIP: Except for OWNER'S proprietary software and materials and the proprietary Operating System Software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the COUNTY pursuant to any AGREEMENT shall belong to the COUNTY. OWNER shall not sell, give, loan nor in any other way provide such data, material or software as described herein to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the COUNTY under this AGREEMENT, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the COUNTY.

37. SUBCONTRACTS: OWNER hereto, without the expressed written consent of the Contracting Officer, shall not assign any obligation under this AGREEMENT to another party. If any part of the WORK covered by the AGREEMENT is to be subcontracted, the OWNER shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the COUNTY for approval prior to execution of the contract. The approved OWNER contractual AGREEMENT, excluding financial information, shall be provided to the COUNTY. Approval by the COUNTY of such subcontract shall not in any way relieve the OWNER of any of their obligations, responsibilities,
- or liabilities, under this AGREEMENT, regardless of the nature and conditions of such subcontractor services and actions on OWNER'S behalf.
38. 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."
39. PROJECT ORGANIZATION: It is expected that OWNER will be dealing with various members of the COUNTY'S staff during the course of this AGREEMENT. To establish a clear line of communications, the Community Development Coordinator shall be the PROJECT Manager, and shall be appointed to oversee and coordinate all aspects of the WORK. He/ she shall be the focal point of contact with the OWNER.
40. PROPRIETARY INFORMATION: The OWNER shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designate!l as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40.
41. PUBLICITY RELEASES: OWNER agrees not to refer to award of this contract in commercial advertising in such manner as to state or to imply that the products or services provided are endorsed or preferred by the COUNTY.
42. REIMBURSABLE EXPENSES: PROJECT expenses shall be paid based on original invoices for actual expenses incurred or paid. OWNER must submit request for payment using form provided specified in Attachment **H** - Project Reimbursement Form. Documentation of eligible expenses is required in compliance with 24 CFR 92.206 Eligible PROJECT Costs, necessary for **HUD** - IDIS disbursement requirements. All PROJECT expenses shall be in conformance with the approved PROJECT budget (Attachment B) and summarized within this AGREEMENT. Budget revisions and approval shall be required prior to payment of any expenses not conforming to the approved PROJECT budget. The OWNER must allow thirty business days to complete each reimbursement transaction.

The COUNTY reserves the right to inspect records and PROJECT sites to determine that reimbursement and compensation requests are reasonable. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

Before the PROJECT can be closed the OWNER must submit the Occupancy Completion Form specified in (Attachment

G - Occupancy Completion Form) at a time when the WORK has been completed and 100% occupancy is reached. The COUNTY must determine that all services have been rendered, files and documentation delivered, and units have been placed in full service in compliance with HOME regulations, including submission of documentation of eligible occupant.

The COUNTY shall have the right to review and audit all records of OWNER pertaining to any payment made by the COUNTY. Said records shall be maintained for a period of five years from completion.

43. REPAYMENT OF FUNDS: All CDBG funds are subject to repayment. It is understood that upon completion of the PROJECT, any CDBG funds reserved but not expended under this AGREEMENT will revert to the COUNTY through the COUNTY.

Funds must be repaid to the COUNTY if the housing does not meet the affordability requirements for the specified time period.

44. CDBG proceeds: The OWNER will retain CDBG rent proceeds for property related expenses including capital improvements, insurance and maintenance. (Attachment K)

45. REPORTING RESPONSIBILITIES: OWNER agrees to submit annual reports (inspection, proceeds, occupancy) no later than December 15<sup>th</sup> each year during the 15-year affordability period.

46. SEVERABILITY: If any term or provision of any contract resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

47. STATEMENT OF COMPLIANCES AND ASSURANCES: OWNER(s) to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and COUNTY ordinances.

a. OWNER shall provide a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

b. A statement of Compliance and Assurance, along with other statements and certification shall be provided to OWNER and be part of each solicitation.

48. SOUTH CAROLINA, RICHLAND COUNTY, AND FEDERAL LAW CLAUSE: Upon award of a contract the OWNER 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. The OWNER agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State and County.

The OWNER covenants and warrants that it will further comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Urban Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. OWNER covenants and warrants that it will indemnify and hold the COUNTY forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this

contract.

OWNER agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

OWNER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. OWNER also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

49. SUBCONTRACTS and HOLD HARMLESS: With prior written COUNTY approval, the OWNER can subcontract all or portions of the required WORK required under this AGREEMENT and must maintain detailed records for all suitable subcontractor, with the proposed scope of WORK, which its subcontractor is to undertake.

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

Neither this provision, this contract, the COUNTY'S authorization of OWNER'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 create any contractual relationship between any subcontractor and the COUNTY. OWNER 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. Owner's violation of this provision shall be grounds for the COUNTY'S termination of this contract for default, without notice or opportunity for cure. In addition, OWNER 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.

50. TERMINATION: 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) days written or electronic notice. Upon receipt of any termination notice, OWNER shall immediately discontinue services on the date and to the extent specified in the notice.

In accordance with 24 CFR 85.43, suspension or termination may occur if OWNER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

COUNTY may also cancel or terminate this AGREEMENT for default in whole or in part by thirty (30) days written, electronic or telegraphic notice to OWNER:

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

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

if OWNER 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 OWNER fails to make delivery of the supplies or to perform the services within the time specified or any COUNTY-authorized extension thereof.

## SECTION XII. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

OWNER must comply with the following federal laws and regulations, as applicable:

- a) **Age Discrimination:** The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.
- b) **Aquifers:** The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303 (e)).
- c) **Archeological:** The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974.
- d) **Clean Air:** The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)).
- e) **Coastal Zone Management:** The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d)).
- f) **Endangered Species:** The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)).
- g) **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982).
- h) **Equal Employment Opportunity:** The requirements of Executive Orders 1246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR, Chapter 60.
- i) **Equal Opportunity in Housing:** Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60.
- j) **Fair Housing Act:** The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order 11063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1.
- k) **Farmlands:** Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards.
- l) **Flood Plain:** Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2.
- m) **Historic Preservation:** National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800
- n) **Immigration Status:** Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a CDBG- assisted unit.
- o) **Lead Based Paint:** Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831).
- p) **Minority and Women's Business Enterprise:** The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with HOME or CDBG-funded activities. Each Owner must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Owner/Subrecipient will be required to identify contracts which have been bid by minority owned, women owned, and/or small

disadvantaged businesses.

- q) **Noise Abatement and Control:** 24 CFR 51 B.
- r) **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c).
- s) **Environmental Justice in Minority Populations and Low-Income Populations:** [Executive Order 12898]
- t) **Relocation:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)).
- u) **Section 3: Employment Opportunities:** The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with PROJECTs and activities in their neighborhoods.
- v) **Siting of HUD-Assisted PROJECTs near Hazardous Operations:** Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted PROJECTs near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C.
- w) **Toxic or Hazardous Substances and Radioactive Materials:** Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
- x) **Wetlands:** Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5.
- y) **Wild & Scenic Rivers:** Applicable to PROJECTs within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)).

SECTION XIII - CONTRACT DOCUMENTS

*This AGREEMENT (Twenty-two pages)*

ATTACHMENT "A" - PROPOSAL

ATTACHMENT "B" - BUDGET

ATTACHMENT "C" - HUD FY 2023 INCOME & RENT LIMITS

ATTACHMENT "D" - SECTION 202 OF EXECUTIVE ORDER# 11246 OF SEPTEMBER 24, 1965"

ATTACHMENT "E" - SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT 1968" and supporting documents

ATTACHMENT "F" - HOME INVESTMENT PARTNERSHIP PROGRAM FINAL RULE 24 CFR PART 92

ATTACHMENT "G" - RICHLAND COUNTY OCCUPANCY COMPLETION FORM

ATTACHMENT "H" - PROJECT REIMBURSEMENT FORM AND PROGRESS REPORT FORM

ATTACHMENT "I", - HOUSING CONTRACT SPECIAL PROVISIONS-SECTION 504 REQUIRE.

ATTACHMENT "J" - ANNUAL PROCEEDS/RENTAL REPORT FORM

This AGREEMENT (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire AGREEMENT between COUNTY and OWNER. It supersedes all prior contemporaneous communications, representations, or AGREEMENTs, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or AGREEMENTs other than those herein expressed. No AGREEMENT hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

OWNER AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

This **AGREEMENT** will be effective on:

**OWNER:**  
[ORGANIZATION]

**COUNTY:**  
RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notary/Witness:

\_\_\_\_\_  
Signature Attest for Company

\_\_\_\_\_  
Signature Attest for County

\_\_\_\_\_  
Print or Typed Name and Title SEAL

\_\_\_\_\_  
Print or Typed Name and Title SEAL

Richland County Legal Approval as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date