



Administration and Finance Committee

Joyce Dickerson	Paul Livingston	Greg Pearce (Chair)	Jim Manning	Dalhi Myers
District 2	District 4	District 6	District 8	District 10

December 20, 2016 - 6:00 PM

2020 Hampton Street

Call to Order

Approval of Minutes

- 1 November 17, 2016 [PAGES 4-5]

Approval of Agenda

Items for Action

- 2 CASA: Memorandum of Agreement with SC Department of Social Services [PAGES 6-20]
- 3 Hollywood Hills Sewer Project - Approval of Contractor [PAGES 21-26]
- 4 Approval of a Ground Lease and Agreement for Property in the Crane Creek Master Planning Area for the Development of Community Recreational

Facilities in the Bookert Heights Neighborhood [PAGES 27-37]

Adjournment



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

ADMINISTRATION & FINANCE COMMITTEE

November 17, 2016
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:00 PM

APPROVAL OF MINUTES

Regular Session: October 25, 2016 – Mr. Livingston moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Livingston moved, seconded by Mr. Manning, to adopt the agenda as published. The vote in favor was unanimous.

ITEMS FOR ACTION

Council Motion: Motion to Approve Ordinance that Prohibits the Payment of Legal Fees and/or Financial Judgments Created by any Department and/or Agency that does not Directly Report Administratively to Richland County Government – Mr. Manning moved, seconded by Mr. Livingston, to forward to Council with a recommendation to consider the motion and approve the draft ordinance. The vote in favor was unanimous.

Council Motion: Motion regarding Richland County Recreation Commission Board of Commissioner – Mr. Livingston moved, seconded by Mr. Manning, to table this item in committee. The vote in favor was unanimous.

Freedom of Information Act Policy Revision – Mr. Manning moved, seconded by Mr. Livingston, to forward to Council for First Reading without a recommendation. The vote in favor was unanimous.

Council Motion: Seed Funding for Commemorating Fort Jackson's 100th Birthday – Mr. Manning moved, seconded by Mr. Livingston, to forward to Council for First Reading without a recommendation. The vote in favor was unanimous.



Council Members Present

Greg Pearce, Chair
District Six

Joyce Dickerson
District Two

Paul Livingston
District Four

Jim Manning
District Eight

Dalhi Myers
District Ten

Others Present:

Norman Jackson
Michelle Onley
Gerald Seals
Kimberly Williams-
Roberts
Janelle Ellis
Brandon Madden
Geo Price
Kevin Bronson
Elizabeth McLean

ADJOURNMENT

The meeting adjourned at approximately 6:02 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

CASA: Memorandum of Agreement with SC Department of Social Services

Richland County Council Request of Action

Subject: CASA: Memorandum of Agreement with SC Department of Social Services

A. Purpose

County Council is requested to approve a Memorandum of Agreement (MOU) between RCCASA (Court Appointed Special Advocate) and SCDSS (Department of Social Services), effective October 1, 2016, for one (1) year. The purpose of the MOU is to draw down Federal IV E funds to support the county's investment in training community volunteers to serve as Guardians ad Litem who can effectively meet the complex needs of the child welfare population

B. Background / Discussion

In 2008 the Fostering Connections to Success and Increasing Adoptions Act expanded training opportunities to new populations to include, for the first time, Guardians ad Litem for abused and neglected children. The federal legislation enabled states to request a percentage of their training cost specifically for Guardians ad Litem beginning with 55% reimbursement rate in 2008. The percentage increases incrementally through FY 13 at which time the federal reimbursement rate will be 75%. The legislation further mandates that states reimbursement rate will be adjusted by the IV E penetration rate for the foster care population per state. In South Carolina, the rate is currently 45%.

In 2011, Lillian Koller, then SCDSS State Director, approached RCCASA ED, as well as the State GAL program, with this funding opportunity. Ms. Koller sought RCCASA as this is the only entity in Richland County authorized per statute to provide volunteer Guardian ad Litem training for maltreated children. A 5 year MOU was crafted and signed by SCDSS and the Richland County Administrator. That 5 year MOU expired September 30, 2016. The current Administration for SCDSS has implemented a policy that will only commit SCDSS to one year contracts despite the fact that these federal funds will exist indefinitely. The \$1,528,181.80 funding received over the past 5 years through this agreement was invested in the RCCASA program to increase program capacity through additional staff, volunteer recruitment and retention, and professional development. During the last year, RCCASA has worked closely with SCDSS in capturing and submitting the individual training activities the federal government will approve. The current MOU specifies the training activities that have been approved.

Upon approval by Council, RCCASA will request funding through Title IV E as allowed. Staff will maintain accurate records of time spent in federal IV-E approved activities. CASA ED will submit statements for reimbursement based upon the current percentages to SCDSS. Upon receipt, the funds are to be deposited into CASA's grant account and disbursed for program needs.

The financial impact for Richland County Government will be additional opportunities, resources, and expand services to children and youth at no cost to the county. If approved by County Council, the first quarter retroactive billing (October 1, 2016 through December 31, 2016) will be \$75,446.28. Billing worksheet attached. These resources will enable the CASA Organization to continue providing enhanced volunteer training and support resulting in

heightened advocacy for maltreated children and volunteer retention. During this contract period, CASA will receive a total of \$284,525.70 (Attachment B)

C. Legislative / Chronological History

July 1, 2010, SC GAL statute Rule 608 was changed that prohibits private attorneys from being appointed as GAL in Family Court cases with a further provision that RCCASA and SC GAL programs will be responsible for the appointment of guardians in all child abuse cases before the Family Courts.

D. Alternatives

1. Approve the request to proceed with MOU between RCCASA and SCDSS to increase departmental funding to provide augmented supports to volunteer Guardians ad Litem. Accessing this funding resource will have tremendous impact for the CASA organization by lending resources to provide heightened volunteer recruitment, training, and support for volunteer Guardians ad Litem at no cost to the county. These resources will also be used to sustain the 2 FT CASA Case Coordinator positions solely funded through these funds. The impact will lead to increased positive permanency for children in foster care as well as increased awareness on the plight of child abuse throughout our community
2. Do not approve the request to proceed with MOU between RCCASA and SCDSS which will result in a tremendous loss of revenue for the Department and termination of 2 FT employees funded through this resource. Volunteer recruitment and retention will plummet and it will be impossible for current staff to serve 100% of the children as required by statute.

E. Final Recommendation

It is recommended that Council approve the request to allow RCCASA to proceed with MOU between RCCASA and SCDSS.”

October 20, 2016

Attachment "B" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Office (RCCASA)

Federal Title IV-E Eligible Training Budget 10/1/11 to 9/30/16

Richland County Court Appointed Special Advocate Office

<u>Actual</u> Title IV-E Training Eligible Expenditures FFY 2012	\$205,971.00
Title IV-E Training Funds (70%)	144,180.00
Provider Match	61,791.00
<u>Actual</u> Title IV-E Training Eligible Expenditures FFY 2013	\$254,164.88
Title IV-E Training Funds (75%)	190,623.66
Provider Match	63,541.22
<u>Actual</u> Title IV-E Training Eligible Expenditures FFY 2014	\$337,700.00
Title IV-E Training Funds (75%)	246,138.56
Provider Match	82,046.19
<u>Actual</u> Title IV-E Training Eligible Expenditure FFY 2015	\$ 307,813.82
Title IV-E Training Funds (75%)	230,860.36
Provider Match	76,953.46
<u>Actual</u> Title IV-E Training Eligible Expenditure FFY 2016	\$ 422,532.10
Title IV-E Training Funds (75%)	316,899.10
Provider Match	105,633.00
Actual Training Expenses for FY 12 – 16	\$1,528,181.80
Title IV-E Training Funds (70%)	144,180.00
Title IV-E Training Funds (75%)	984,521.68
Provider Match	389,964.87

Note: Title IV-E Training Funds are available on an entitlement basis for eligible training expenditures. Numbers above are based on experience in the first year of the project. They must be adjusted quarterly by the GAL, with approval of DSS, based on actual expenditures and time study results for the quarter.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SOUTH CAROLINA STATE
DEPARTMENT OF SOCIAL SERVICES**

AND THE

**RICHLAND COUNTY
COURT APPOINTED SPECIAL ADVOCATES**

CONTRACT NUMBER: 4400014789

The Memorandum of Understanding (MOU) is entered into as effective October 1, 2016 by and between South Carolina Department of Social Services, Post Office Box 1520, Columbia, South Carolina, 29202-1520, hereinafter referred to as "SCDSS" and the Richland County Court Appointed Special Advocates, Richland County Judicial Center, 1701 Main Street, Room 407, Columbia, SC 29201, hereinafter referred to as "CASA".

RECITALS

WHEREAS, this MOU provides a basic framework for work to be performed and provides safeguards (including client confidentiality, the retention of records, and compliance with applicable Federal policy; and

WHEREAS, SCDSS is the Single State Agency designated by the Governor of South Carolina as being responsible for the administration of Title IV-E of the Social Security Act ; and

WHEREAS, the Fostering connections to Success and Increasing Adoptions Act of 2008 amended §474(a)(3)(B) of the Social Security Act to authorize Title IV-E Federal financial participation (FFP) for the training of members of the staff of abuse and neglect courts, agency attorneys, attorneys representing children or parents, guardians ad litem, or other court-appointed special advocates representing children in proceedings of such courts; and

WHEREAS, The CASA administers portions of Title IV-E of the Social Security Act under the supervision and control of DSS; and

WHEREAS, both the SCDSS and the CASA are committed to responsible efforts to enable children and youth to live in their own homes in a safe and stable environment and prevent inappropriate and unnecessary placement of those children in out-of-home ("foster") care; and

WHEREAS, both SCDSS and the CASA desire to clarify their mutual responsibilities for administration of Title IV-E in general and training in particular; and

WHEREAS, SCDSS desires to expand the training and social services available to the State and increase the efficiency and effectiveness of the programs for which SCDSS is responsible; and

WHEREAS, the CASA represents to the best of its ability that has the capability to fulfill all responsibilities pursuant to this MOU and all applicable Federal and State regulations and policies.

NOW THEREFORE, the parties to this MOU, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

**ARTICLE I
TERM OF THE AGREEMENT**

The MOU shall take effect as of October 1, 2016 and shall continue in full force and effect for one (1) years or until terminated consistent with the provisions of Article VII of this MOU.

**ARTICLE II
DEFINITION OF TERMS**

As used in this MOU, the following terms shall have the following defined meanings:

Actual Expenditure. Actual Program Expenditure. Actual Cost: The dollar amount of a disbursement actually made by the CASA whether allowable or unallowable.

Adjusted Expenditure. Adjusted Program Expenditure. Adjusted Cost: The dollar amount arrived at by taking 115% of the budgeted category for program expenditure or the allowable program expenditure for the same category, whichever is lesser, not to exceed the total budget.

Allowable Expenditure. Allowable Cost: The dollar amount of a disbursement made by the CASA in the provision of service(s) which is defined as allowable by

**ARTICLE III
CASA RESPONSIBILITIES**

Within the term of the MOU, the CASA agrees to provide the following services in the manner and method herein stipulated:

A. Description of Services and Purpose

Richland County Court Appointed Special Advocates (RCCASA) is the sole entity authorized by statute to provide a volunteer Guardian ad Litem in the Richland County Family Court for cases brought forth by the SC Department of Social Services for allegations of child abuse / neglect. RCCASA is an accredited program through National CASA and adheres to the standards of volunteer management set forth through the national organization. RCCASA recruits, trains, and supports volunteers to serve in the role as Guardians ad Litem. The mission of the organization is: "To advocate for the best interests of abused and neglected children in Richland County Family Court by providing quality volunteer and legal representation to ensure every child a safe, permanent, and nurturing home." RCCASA serves 100% of the children in need with a volunteer RCCASA Guardian ad Litem. At present, RCCASA serves an average of 1,250 children annually with the current pool of 600 volunteer guardians. On average, 120 new volunteers are trained annually and on-going training for all guardians is essential for enhancing advocacy skills. RCCASA utilizes the NCASA 30 hour training curriculum for training new guardians in addition to an added component of Diversity / Inclusion training, court observation, and one-on-one supervision and training. Upon completion of Pre-Service Training, all CASA GALs are assigned to a CASA Supervisor who is dedicated to supporting that volunteer throughout the life of their assigned cases. When a volunteer receives a new case, the CASA Supervisor meets with the volunteer within 3 days of assignment and together prepares a case plan for investigation. This individualized training component generally last for 4 hours per case. Following the preparation of the case plan, the CASA Supervisor maintains weekly contact with the GAL through the Merits Hearing and monthly thereafter for monitoring and training purposes. All RCCASA Volunteers are required to participate in 15 hours of additional training annually to maintain their active status as guardians. To assist volunteers in fulfilling compliance requirement, RCCASA offers a host of training activities. A minimum of 15 training sessions a year are conducted, video-taped, and placed on the agency website. RCCASA hosts an annual statewide training conference for volunteers that is an all-day event. RCCASA further provides one-on-one training between individual guardians and a CASA staff member.

RCCASA will provide the following IV-E approved training activities:

Formulating Court Recommendations for Children – 1
Permanency Planning – Monthly BOD Training on CA&N
Permanency Training – Monthly GAL Training
Child Abuse & Neglect Issues – Monthly Staff & GAL Training
CASA PS Training – Chapter 1
CASA PS Training – Chapter 2
CASA PS Training – Chapter 3
CASA PS Training – Chapter 4
CASA PS Training – Chapter 5
CASA PS Training – Chapter 6
CASA PS Training – Chapter 7
CASA PS Training – Chapter 8
CASA PS Training – Chapter 9
CASA PS Training – Chapter 10
CASA PS Training – Judicial Training / Court Observation
Fostering Futures – Chapter 1
Fostering Futures – Chapter 2
Fostering Futures – Chapter 3

Fostering Futures – Chapter 4
Fostering Futures – Chapter 5
Fostering Futures – Chapter 6
Child Abuse & Neglect Issues – Planning for QT Training
Child Abuse & Neglect Issues – Quarterly Training
Planning – Child Abuse & Neglect Issues – Annual Staff Training
Preparation for and participation in judicial determinations

B. Location of Facilities

The location(s) of facilities used in providing services to be provided are within Richland County.

C. Budgets

The budget for the year of this MOU is provided in Attachment A to this MOU. This Attachment shall be reviewed annually by CASA and submitted to SCDSS for approval.

D. Fees For Services

The Provider shall not be allowed to collect fees for services provided under this MOU unless SCDSS has approved the fee schedule and the budget has been adjusted to reflect the reduction in costs associated with those fees.

E. Monitoring

All services provided by the CASA under this agreement shall be under the supervision of SCDSS. Consistent with this relationship, the CASA shall collect, maintain, and report statistical data and/or information as requested by SCDSS. Such information will be used for project monitoring and evaluation and will be subject to Article III, Section G, of this MOU. At any time during normal business hours and as often as SCDSS and DHHS may deem necessary, the CASA shall make all program records and service delivery sties open to SCDSS and DHHS in order that SCDSS and DHHS may perform program reviews. SCDSS and DHHS shall have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of income or service delivery, and to on-site reviews of all matters relating to service delivery as specified by this MOU. In order to prevent the loss or misuse of information or records, the transfer of any records in the custody of the CASA is prohibited without written SCDSS authorization. Bill, request, demand, solicit or in any manner receive or accept payment or contributions from the client or any other person, family member, relative, organization or entity for care or services to a client except as may otherwise be allowed under the Federal regulations or in accordance with SCDSS policy. Any collection of payment or deposits in violation of this section shall be grounds for termination of this MOU and reimbursement for any services to clients made after such collection or attempt to collect may be denied by SCDSS and shall be subject to recoupment of for any client payment made.

B. Limit on Total Reimbursement

Total reimbursement to the CASA pursuant to this MOU shall not exceed 75% of total actual expenditures made consistent with Attachment B of this MOU.

**ARTICLE V
REIMBURSEMENT PROCEDURES**

A. Request for Reimbursement

SCDSS will provide reimbursement only for allowable expenditures reasonable and necessarily incurred by the CASA in the course of providing services pursuant to this MOU. Invoices must be prepared on the CASA's letterhead stationery, signed in ink and submitted in a timely manner consistent with the procedures established by SCDSS.

B. Form of Report or Request

Requests or reports shall be filed upon the designated form to be provided by SCDSS and completed in accordance with detailed instructions to be furnished for the applicable form.

C. Time of Filing

Requests or reports will be filed as follows:

1. Monthly Actual Cost Reports (Form 2315)

The CASA shall submit monthly actual cost reports for reimbursement purposes for each month except the final month of the MOU. The final month information will be included in the Final Financial Report discussed later in this Article.

2. Monthly Actual Cost Report and Final Financial Cost Report (Form 2215)

No later than thirty days after the end of the reporting period or termination of this MOU, whichever comes first. This report will include financial information for the entire period. Total payment for the MOU cannot exceed the total budgeted amount.

D. Failure to File Report or Request

If the CASA fails to file any required report within the above specified time, all funds due to the CASA shall be withheld by SCDSS until the late report is filed.

E. Place of Filing

Requests or reports shall be filed as follows:
Office of the Director
South Carolina Department of Social Services
Post Office Box 1520
Columbia, South Carolina 29202-1520

F. Payment or Adjustments

Payment due to the CASA or adjustments due to SCDSS will be made as follows:

Monthly Purchase of Service Reimbursement Request (Form 2215)

The CASA will be paid the actual allowed cost reported not to exceed the limits set forth in Attachment A. Payments may be reduced for recoupment of monthly desk reviews and/or final desk review adjustments, for collection of field audit disallowances or due to lack of funds. Total payment for the MOU period cannot exceed the total budgeted cost as stated in Exhibit A.

G. Final Financial Request

If the MOU is terminated, or if during the last month of the MOU period it is known that a CASA will not receive a MOU for a subsequent period, the final reimbursement request due will not be paid until the final financial report is reviewed.

**ARTICLE VI
AUDITS AND RECORDS**

At any time during normal business hours and as often as SCDSS, the State Auditor, the Office of the Attorney General, General Accountability Office, DHHS, and any other appropriate federal agency and/or the designee of any of the above may deem necessary, the CASA shall immediately make available for examination all records of the CASA with respect to all matters covered by this MOU. The CASA shall permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contact and conduct private interviews with CASA clients and employees and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a one (1) year period since the date of MOU termination/expiration, this Article and the terms hereunder shall continue to apply until the action is completed and the issues are resolved.

A. AUDIT REQUIREMENTS

The CASA agrees that it shall comply with any Federal and/or state audit requirements.

1. Audits of the CASA

Should the CASA expend \$500,000 or more in Federal financial assistance from all sources in fiscal years ending in or after June 30, 1997 it shall obtain an annual audit in accordance with the Single Audit Act and the revised Office of Management and Budget (OMB) Circular A-133.

B. Copyrights. With respect to any pre-existing works contributed by a party for use in the Program, such party will retain all right, title or interest in and copyrights in such work.

TESTIMONIUM

IN WITNESS WHEREOF, The SCDSS and the CASA, by their authorized agents, have executed this MOU as of the first day of October 2016.

**SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES**

**RICHLAND COUNTY
COURT APPOINTED SPECIAL
ADVOCATES**

"SCDSS"

"CASA"

BY: 
Barbara Derrick, Deputy
State Director SCDSS

BY: _____
J. Paige Greene
Executive Director

FOR RICHLAND COUNTY:

BY: _____
County Administrator

Attachment A

October 1, 2016

Attachment "A" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Office (RCCASA)
Federal Title IV-E Eligible Training Budget 10/1/16 to 9/30/17

Richland County Court Appointed Special Advocate Office

Training Activity	Projected Annual cost
Formulating Court Recommendations for Children - 1	615,600
Permanency Planning - Monthly BOD Training on CA&N	6012
Permanency Training - Monthly GAL Training	1404
Child Abuse & Neglect Issues - Monthly Staff & GAL Training	39804
CASA PS Training - Chapter 1	3781.81
CASA PS Training - Chapter 2	3781.81
CASA PS Training - Chapter 3	3781.81
CASA PS Training - Chapter 4	3781.81
CASA PS Training - Chapter 5	3781.81
CASA PS Training - Chapter 6	3781.81
CASA PS Training - Chapter 7	3781.81
CASA PS Training - Chapter 8	3781.81
CASA PS Training - Chapter 9	3781.81
CASA PS Training - Chapter 10	3781.81
CASA PS Training - Judicial Training / Court Observation	14170
Fostering Futures - Chapter 1	168
Fostering Futures - Chapter 2	168
Fostering Futures - Chapter 3	168
Fostering Futures - Chapter 4	168
Fostering Futures - Chapter 5	168
Fostering Futures - Chapter 6	168
Child Abuse & Neglect Issues - Planning for Qt Training	1765
Child Abuse & Neglect Issues - Quarterly Training	3052
Planning - Child Abuse & Neglect Issues - Annual Staff Training	1906
Preparation for and participation in judicial determinations	120,500
Total Cost	\$843,039.1

Note: Title IV-E Training Funds are available on a matching basis for eligible training activities. Estimates above are including in the training funding checklists for Federal approval of use of Title IV-E funds. Actual claims are to be filed monthly by RCCASA, with approval of DSS. They must be based on actual expenditures each month and in approved SCDSS Invoicing Procedure Format.

Attachment B

2016-17 Budget

Richland County CASA

10/1/16 – 09/30/17

Funding Source	Funding PCA	Amount
Total Contract (IV-E Allowable)	1A38	843,039.10
IV-E Foster Care Penetration Discounted Rate	45%	379,367.60
Billing Expenditures		379,367.60
75% Federal		284,525.70
25% Provider Non-Cash Match		94,841.90
Total Reimbursable Amount		284,525.70

IV -E Approved Training Activities	Cost per hour	Total Units	Total
Pre-Service Training 1	\$29.09	17	\$494.53
Fostering Futures1	\$1.29	18	\$23.22
Pre-Service Training 2	\$29.09	15	\$436.35
Fostering Futures2	\$1.29	15	\$19.35
Pre-Service Training 3	\$29.09	16	\$465.44
Fostering Futures3	\$1.29	16	\$20.64
Pre-Service Training 4	\$29.09	17	\$494.53
Fostering Futures4	\$1.29	17	\$21.93
Pre-Service Training 5	\$29.09	17	\$494.53
Fostering Futures5	\$1.29	17	\$21.93
Pre-Service Training 6	\$29.09	18	\$523.62
Fostering Futures6	\$1.29	18	\$23.22
Pre-Service Training 7	\$29.09	18	\$523.62
Pre-Service Training 8	\$29.09	18	\$523.62
Pre-Service Training 9	\$29.09	17	\$494.53
Pre-Service Training 10	\$29.09	18	\$523.62
Preparation for judicial determinations	\$27.25	104	\$2,834.00
Child Abuse and Neglect Issues	\$110.57	28	\$3,095.96
Formulating Court Recommendations for Children	\$114.00	110	\$12,540.00
Permanency Planning	\$5.85	12	\$70.20
Preparation for and participation in judicial determinations	\$30.13	1719.55	\$51,801.44
Total Invoice			\$75,446.28

Richland County Council Request of Action

Subject:

Hollywood Hills Sewer Project - Approval of Contractor

Richland County Council Request of Action

Subject: Hollywood Hills Sewer Project - Approval of Contractor

A. Purpose

County Council is requested to approve award selection to C.R. Jackson, Inc. as the procured and approved contractor for the Hollywood Hills Sewer Project. The bid was selected and approved at the construction rate of \$891,889.75.

Construction costs will be paid with CDBG funds from Richland County Community Development.

B. Background / Discussion

Hollywood Hills is located in District 7, near the Crane Creek community off Fairfield Road and I-20 exchange. This public infrastructure project will provide the community with a needed upgraded sewer service. The new service will benefit up to 40 households. The construction, tap fee connections and other associated soft costs will be paid with federal (CDBG) funds. Necessary easements, permits, and other essential requirements have been secured by the project engineer. The advertisement for project bid was posted in SCBO and the County's Procurement Solicitation webpage. A total of 5 vendors completed submission by the advertised deadline. Sealed bids were submitted to the County's Procurement Department for receipt and date/time stamp no later than 2 pm on 12/6/16. A subsequent bid opening took place on the same date. The selected bid was the lowest, responsible and responsive bidder and the appropriate supporting documentation can be found in the County's Procurement Department.

If approved by County Council, there is no financial impact to County General funds. The project is 100% federally funded. Sufficient CDBG funding is available for this project.

C. Legislative / Chronological History

This is a multi-phased project. County Council approved sufficient CDBG funding on July 1, 2014; July 28, 2015; and July 13, 2016. In addition, Council approval of an IGA between the County and the City took place on April 19, 2016.

D. Alternatives

1. Approve the award selection to C.R. Jackson, Inc. as the procured and approved contractor for the Hollywood Hills Sewer Project. The bid was selected and approved at the construction rate of \$891,889.75.
2. Do not approve award selection to C.R. Jackson, Inc. as the procured and approved contractor for the Hollywood Hills Sewer Project.
3. Do not approve the award and do not continue with the project. However a significant amount of federal funds have already been committed and expended in soft cost.

E. Recommendation:

It is recommended that Council approve award selection to C.R. Jackson, Inc. as the procured and approved contractor for the Hollywood Hills Sewer Project. The bid was selected and approved at the construction rate of \$891,889.75. Project/construction funds will be provided by Community Development.

Hill Engineering, LLC

December 07, 2016

Richland County, Community Development Department
Attn: Valeria Jackson
2020 Hampton Street Suite 3063
Columbia, SC 29204

Re: Hollywood Hills Sewer

Dear Valeria:

Bids were received in 4th floor large conference room at 2:00 P.M. on December 6th, 2016. Bids were received from 5 contractors with the low bid being received from C. R. Jackson, Inc. in the amount of \$891,889.75.

We have checked and determined that C.R. Jackson is properly licensed to perform this work and recommend award to C.R. Jackson, Inc. in the amount of \$891,889.75.

Attached is the certified Bid Tabulation and the Bid Tabulation showing all the bid results.

Advise if you have questions or comments.

Sincerely,


Daniel B. Hill PE

**BID TABULATION FOR
 RICHLAND COUNTY, SOUTH CAROLINA
 HOLLYWOOD HILLS SANITARY SEWER SYSTEM IMPROVEMENTS
 PROJECT # RC-011-CN-2017**

PROJECT NO. 1028-001

December 6, 2016

ENGINEER: HILL ENGINEERING, LLC

CERTIFIED CORRECT BY: *Thomas J. Hines Jr*

NO.	GENERAL CONTRACTOR	AMOUNT	ORDER OF BID
1	C.R. Jackson, Inc.	\$891,889.75	1
2	McClam & Associates	\$1,424,038.60	4
3	LAD Corporation	NO BID	
4	Stutts & Williams, LLC	\$1,335,000.00	3
5	Shady Grove Construction, LLC	\$1,140,535.50	2
6	North American Pipeline Management, Inc.	\$1,760,898.40	5
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Richland County

Hollywood Hills Sewer System Improvements

Hill Engineering Project # 1028-001

RC-011-CN-2017

Bid Tabulation

ITEM #	DESCRIPTION	UNIT	Qty	C.R. Jackson, Inc.		Shady Grove Construction, LLC		Stutts & Williams, LLC		McClam & Associates, Inc.		North American Pipeline Management, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
SECTION A - SEWER SYSTEM (CDBG FUNDED)													
1	New 8" PVC Sewer 0-6' deep	LF	153	48.00	\$7,344.00	65.00	\$9,945.00	53.00	\$8,109.00	126.90	\$19,415.70	59.00	\$9,027.00
2	New 8" PVC Sewer 6'-8' deep	LF	1,710	52.50	\$89,775.00	70.00	\$119,700.00	58.00	\$99,180.00	138.40	\$236,664.00	61.00	\$104,310.00
3	New 8" PVC Sewer 8-10' deep	LF	200	59.50	\$11,900.00	99.70	\$19,940.00	70.00	\$14,000.00	149.90	\$29,980.00	75.00	\$15,000.00
4	New 8" DIP on Piers	LF	25	270.00	\$6,750.00	400.00	\$10,000.00	210.00	\$5,250.00	496.00	\$12,400.00	182.00	\$4,550.00
5	Install Pier	LS	2	1,900.00	\$3,800.00	5,000.00	\$10,000.00	5,174.00	\$10,348.00	12,965.00	\$25,930.00	4,246.00	\$8,492.00
6	New 8" DIP Sewer 0-6' deep	LF	284	81.00	\$23,004.00	95.00	\$26,980.00	81.00	\$23,004.00	159.10	\$45,184.40	96.00	\$27,264.00
7	New 8" DIP Sewer 6'-8' deep	LF	35	86.50	\$3,027.50	100.00	\$3,500.00	87.00	\$3,045.00	170.60	\$5,971.00	102.00	\$3,570.00
8	New 8" DIP Sewer 8-10' deep	LF	45	92.50	\$4,162.50	129.70	\$5,836.50	90.00	\$4,050.00	182.10	\$8,194.50	106.00	\$4,770.00
9	New 8" DIP Sewer 10'-12' deep	LF	106	104.00	\$11,024.00	145.00	\$15,370.00	95.00	\$10,070.00	199.30	\$21,125.80	110.00	\$11,660.00
10	New 8" DIP Sewer 12'-14' deep	LF	27	125.00	\$3,375.00	167.00	\$4,509.00	98.00	\$2,646.00	216.60	\$5,848.20	150.00	\$4,050.00
11	New MH 0-6' deep	EA	1	1,825.00	\$1,825.00	1,800.00	\$1,800.00	2,656.00	\$2,656.00	4,470.00	\$4,470.00	3,693.00	\$3,693.00
12	New MH 6'-8' deep	EA	14	2,100.00	\$29,400.00	2,500.00	\$35,000.00	3,052.00	\$42,728.00	5,045.00	\$70,630.00	4,025.00	\$56,350.00
13	New MH 8'-10' deep	EA	3	2,670.00	\$8,010.00	3,500.00	\$10,500.00	3,104.00	\$9,312.00	5,620.00	\$16,860.00	4,705.00	\$14,115.00
14	New MH 12'-14' deep	EA	1	3,165.00	\$3,165.00	5,600.00	\$5,600.00	5,600.00	\$5,600.00	7,345.00	\$7,345.00	5,953.00	\$5,953.00
15	Connect to Ex. Manhole (Core Hole)	LS	2	1,285.00	\$2,570.00	1,500.00	\$3,000.00	2,115.00	\$4,230.00	3,625.00	\$7,250.00	2,378.00	\$4,756.00
16	4" Cleanouts (private property)	EA	47	120.00	\$5,640.00	250.00	\$11,750.00	307.00	\$14,429.00	215.00	\$10,105.00	752.00	\$35,344.00
17	6" Cleanouts (in R/W)	EA	36	185.00	\$6,660.00	250.00	\$9,000.00	706.00	\$25,416.00	577.00	\$20,772.00	826.00	\$29,736.00
18	8 x 6 Wyes	EA	38	245.00	\$9,310.00	150.00	\$5,700.00	754.00	\$28,652.00	1,007.50	\$38,285.00	1,138.00	\$43,244.00
19	4-inch service pipe (private property)	LF	3,100	15.00	\$46,500.00	25.00	\$77,500.00	31.00	\$96,100.00	19.10	\$59,210.00	60.00	\$186,000.00
20	6-inch service pipe (R/W)	LF	955	40.00	\$38,200.00	50.00	\$47,750.00	34.00	\$32,470.00	71.50	\$68,282.50	62.00	\$59,210.00
21	Cut and Replace Asphalt Pavement (mains)	LF	2,215	31.50	\$69,772.50	48.00	\$106,320.00	86.00	\$190,490.00	46.90	\$103,883.50	118.00	\$261,370.00
22	Cut and Replace Asphalt Pavement (services)	LF	550	26.00	\$14,300.00	48.00	\$26,400.00	90.00	\$49,500.00	44.85	\$24,667.50	118.00	\$64,900.00
23	Resurface Asphalt Pavement	SY	7,250	9.00	\$65,250.00	19.00	\$137,750.00	15.00	\$108,750.00	10.90	\$79,025.00	18.00	\$130,500.00
24	Grassing	ACRE	1.60	1,665.00	\$2,664.00	12,000.00	\$19,200.00	810.00	\$1,296.00	2,875.00	\$4,600.00	32,944.00	\$52,710.40
25	Silt Fencing	LF	385	4.75	\$1,828.75	6.00	\$2,310.00	5.00	\$1,925.00	5.00	\$1,925.00	3.00	\$1,155.00
26	Remove Ex. Tree and Stump	LS	2	2,375.00	\$4,750.00	2,000.00	\$4,000.00	3,500.00	\$7,000.00	3,450.00	\$6,900.00	8,712.00	\$17,424.00
27	Remove and Replant Ex. Shrub	LS	1	2,100.00	\$2,100.00	10,000.00	\$10,000.00	37,490.00	\$37,490.00	575.00	\$575.00	13,860.00	\$13,860.00
28	Flowable Fill	CY	2,750	137.00	\$376,750.00	125.00	\$343,750.00	155.00	\$426,250.00	159.75	\$439,312.50	189.00	\$519,750.00
29	Televise Sewer Mains	LF	2,585	4.50	\$11,632.50	5.00	\$12,925.00	3.00	\$7,755.00	4.60	\$11,891.00	4.00	\$10,340.00
30	Fill Ex. Septic Tanks with Sand	LS	23	600.00	\$13,800.00	1,500.00	\$34,500.00	1,663.00	\$38,249.00	1,320.00	\$30,360.00	1,501.00	\$34,523.00
				SUBTOTAL		SUBTOTAL		SUBTOTAL		SUBTOTAL		SUBTOTAL	
				\$878,289.75		\$1,130,535.50		\$1,310,000.00		\$1,417,062.60		\$1,737,626.40	

ITEM #	DESCRIPTION	UNIT	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
SECTION B - SEWER SERVICE CONNECTIONS													
31	Connect to Ex. Service	EA	24	\$400	\$9,600.00	\$250	\$6,000.00	\$875	\$21,000.00	\$124	\$2,976.00	\$803	\$19,272.00
				SUBTOTAL		SUBTOTAL		SUBTOTAL		SUBTOTAL		SUBTOTAL	
				\$9,600.00		\$6,000.00		\$21,000.00		\$2,976.00		\$19,272.00	

ITEM #	DESCRIPTION	UNIT	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
SECTION C - ALLOWANCES													
32	As-built Verification	EA	1	\$4,000	\$4,000.00	\$4,000	\$4,000.00	\$4,000	\$4,000.00	\$4,000	\$4,000.00	\$4,000	\$4,000.00
				SUBTOTAL		SUBTOTAL		SUBTOTAL		SUBTOTAL		SUBTOTAL	
				\$4,000.00		\$4,000.00		\$4,000.00		\$4,000.00		\$4,000.00	

SECTION A - SEWER SYSTEM (CDBG FUNDED) SUBTOTAL =	\$878,289.75	\$1,130,535.50	\$1,310,000.00	\$1,417,062.60	\$1,737,626.40
SECTION B - SEWER SERVICE CONNECTIONS SUBTOTAL =	\$9,600.00	\$6,000.00	\$21,000.00	\$2,976.00	\$19,272.00
SECTION C - ALLOWANCES SUBTOTAL =	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
BASE BID TOTAL =	\$891,889.75	\$1,140,535.50	\$1,335,000.00	\$1,424,038.60	\$1,760,898.40

ENGINEER: HILL ENGINEERING, LLC
 CERTIFIED CORRECT BY: *Thomas J. Heins Jr*
 DATE: 12/7/2016

Richland County Council Request of Action

Subject:

Approval of a Ground Lease and Agreement for Property in the Crane Creek Master Planning Area for the Development of Community Recreational Facilities in the Bookert Heights Neighborhood

Richland County Council Request of Action

Subject: Approval of a Ground Lease and Agreement for Property in the Crane Creek Master Planning Area for the Development of Community Recreational Facilities in the Bookert Heights Neighborhood

A. Purpose

County Council is requested to approve a ground lease and agreement for property in the Crane Creek Master Planning area for the development of public recreational facilities on a parcel located at the intersection of Blue Ridge Terrace and Dakota Street, TMS#09504-04-07, for the citizens of Richland County and specifically the people of the Bookert Heights community. Development of the park is contingent upon receiving a Parks and Recreation Development Fund (PARF) grant, for which ownership of the property or site control via a lease is a requirement for application. The lease and agreement is crafted in a manner to allow termination, if the PARF grant is not awarded.

B. Background / Discussion

On March 1, 2005 Richland County Council (“Council”) approved the first 10 priority focal areas for Neighborhood Master Planning. A Neighborhood Master Plan is a detailed study of specific planning issues related to a residential neighborhood and its commercial component(s). Each Neighborhood Master Plan is unique, but many contain similar elements such as:

- Community assessments
 - Future land use for residential, commercial, open space and recreational uses
 - Capital improvements that will impact safety, housing, economic development, community access and public services
- Demographics and statistics
- Public meetings and workshops
- Assessments of challenges and needs
- Strategies to guide community improvements and growth
 - Priority of improvements
 - Cost estimates
 - Timelines for implementation and completion

On January 19, 2010, Richland County Council adopted the Crane Creek Master Plan (the “Plan”) as one of the 10 aforementioned focal areas for neighborhood planning. The plan contains a series of catalyst projects, which suggest areas that are ripe for redevelopment and infill and should thus be priority. The proposed site for the development of a public recreational facility coincides with Catalyst Project 4 from the Crane Creek Master Plan and therefore directly supports the intentions of the long range visions set forth in both the adopted neighborhood master plan and the Comprehensive Plan.

The PARF grant program is a non-competitive reimbursable grant program for eligible local government or special purposes district entities which provide recreational opportunities within each county. PARF which is administered by the South Carolina Department of Parks, Recreation & Tourism (SCPRT), is intended to assist with permanent improvements of park and recreation facilities which will be open to the general public.

The actual grant awards are made on a project by project basis. Eligible project cost will be reimbursed at a rate of 80%. The fund is to be used for permanent improvements to public park and recreation facilities. Each application must have the endorsement of its county legislative delegation members whose combined weight factor is more than 50%.

PARD funds are generated from bingo taxes collected from July 1 – June 30 of each new fiscal year. The PARD funds are allocated to each county beginning July 1 of each new fiscal year. Each county will receive at least Twenty thousand dollars (\$20,000.00). 75% of the remaining funds is distributed to the counties based on the county's percent of the State population as published in 'Current Population Reports' by the Bureau of the Census.

PARD requires a local, entity apply for this grant and for the project sponsor either own the site in fee simple title or have a lease/joint use agreement for a term commensurate with the duration of the agreement period indicating the sponsor has primary control and the purpose of the site is for public recreation.

The Neighborhood Improvement Program, working with the County's Grants Manager and Bookert Heights Community, will apply for this grant, with matching funds and reimbursable funds being provided by the Neighborhood Redevelopment fund, should this lease agreement be approved.

Note the lease and agreement can be terminated if the County is not awarded a PARD grant for construction of the Improvements.

Basic tenants of the lease and agreement, as prepared by the Legal Department and shown in Attachment "A", are as such:

- Term is twenty (20) years, which may be extended up to two (2) additional terms of ten (10) years each.
- The County will agree to a rent of \$1.00.
- The County is responsible for the construction of the park improvements
- The property shall be used and occupied at all times for public use.
- The County is responsible for maintenance and insurance coverage.
- Termination is allowed if the County finds something during its due diligence that is unsuitable, the County is not awarded a PARD grant for construction of improvements and for any reason with one (1) year notice.
- All improvements pass to the property owner (Lessor) upon termination.

Please note the Finance Department has reviewed this request and the concept, as presented herein, and recommend approval based on the \$1.00 rent. The Legal Department prepared the draft agreement and has no further comments that would impact proceeding with this agreement.

Risk Management also reviewed the agreement and request, as it relates to County liability. Ms. Hoyle felt the agreement was appropriate but did want to note, for informational purposes only, that should the County receive the PARD grant and construct/manage/maintain a park, the County would be taking on a liability it hasn't in the past.

C. Legislative / Chronological History

- County Council approved the first 10 priority focal areas for Neighborhood Master Planning on March 1, 2005.
- County Council adopted the Crane Creek Master Plan on January 19, 2010.
- County Council adopted the current Comprehensive Plan on March 17, 2015.
- The PARD grant is offered annually since 1987.

D. Alternatives

1. Approve the ground lease and agreement in the Crane Creek Master Planning area for the development of a public recreational facility on the parcel of property located at the intersection of Blue Ridge Terrace and Dakota Street (TMS#09504-04-07). Doing so would allow the County to apply for a PARD grant to provide recreational opportunities within the Crane Creek Master Planning area and supporting the implementation of a major catalyst project (Catalyst 4). Should the PARD grant not be secured, it is recommended the lease and agreement be terminated per the terms of the agreement.
2. Approve the ground lease and agreement in the Crane Creek Master Planning area for the development of a public recreational facility on the parcel of property located at the intersection of Blue Ridge Terrace and Dakota Street (TMS#09504-04-07). Doing so would allow the County to apply for a PARD grant to provide recreational opportunities within the Crane Creek Master Planning area and supporting the implementation of a major catalyst project (Catalyst 4). Should the PARD grant not be secured, maintain the lease agreement as is.
3. Do not approve the ground lease and agreement in the Crane Creek Master Planning area for the development of a public recreational facility on the parcel of property located at the intersection of Blue Ridge Terrace and Dakota Street (TMS#09504-04-07). Not executing this lease agreement would prevent the County from applying to a PARD grant, thus, making it more difficult and costly for the County to initiate projects in the Crane Creek Catalyst 4 area.

E. Recommendation

It is recommended that Council approve the ground lease and agreement in the Crane Creek Master Planning area for the development of a public recreational facility on the parcel of property located at the intersection of Blue Ridge Terrace and Dakota Street (TMS#09504-04-07). Council approval of this alternative will enable the County to pursue grant funding for the implementation of the Crane Creek Master Plan through execution of Catalyst projects as well as fulfill the vision of the newly adopted Comprehensive Plan by concentrating on priority investment areas that are consistent with the County's long-range goals for growth and development. Should the PARD grant not be secured to construct improvements on the site, it is recommended the lease and agreement be terminated per the terms of the agreement.

ARTICLE 3 – CONSTRUCTION, OCCUPANCY, USE AND OPERATIONS

3.1 Construction of Improvements. County shall construct or cause to be constructed on the Property new outdoor/indoor public recreation facilities, including such things as, but not limited to, playground equipment, trails, restrooms, community buildings, etc. (“Improvements”), subject to the provisions and requirements of this Lease and of all government agencies having jurisdiction thereover. The County may, from time to time, replace or construct new equipment or facilities. The construction and installation of the Improvements by County shall be completed in a good and workmanlike manner and promise of such has been an inducement for Lessor to enter this Lease. The cost of the Improvements and any fines imposed for failure of County to comply with applicable laws shall be borne solely by County. Until the Lease expires, including any extensions, or is otherwise terminated according to its terms, all Improvements, shall be titled in the name of the County. Upon expiration of the Lease, title to the Improvements shall pass to Lessor without payment of further consideration therefor.

3.2 Permitted Use. Except as otherwise permitted in this Lease, County warrants and represents to Lessor that the Property shall be used and occupied at all times during the Lease Term as a community recreational facility for public use.

3.3 Maintenance and Utilities. All costs for maintenance, repairs, and construction shall be borne solely by the County. Lessor shall not be required to make any improvements, replacements or repairs of any kind to the Property. Additionally, County shall contract for and pay all charges for sewage, water, gas, electricity and other public utilities used at the Property.

3.4 Signs. Subject to the Lessor’s approval, which may not be unreasonably withheld, conditioned or delayed, County may place suitable non-illuminated signs on the Property representing the Property as a public recreational facility; provided, however, that all such signage shall comply with all applicable governmental regulations. Additionally, County agrees to place signage on the Property advising visitors that use of the equipment/facilities is at their own risk and that children should be supervised at all time.

3.5 Theft, Burglary or Vandalism. County shall be responsible for losses to County's property or personal injury caused by criminal acts. County shall make any repairs or replacements caused by vandalism Improvements.

ARTICLE 4 – INSURANCE AND HAZARDOUS MATERIALS

4.1 Insurance Coverage. County shall maintain during the entire term of this Lease and during such other time as County occupies the Property or any part thereof, at County’s sole expense (a) a self-funded liability account in an amount sufficient to meet the requirements of the South Carolina Tort Claims Act; and (b) Tenant shall be solely responsible for any personal property or other property interest losses it may suffer at this location.

4.2 Hazardous Materials. Except for products reasonably necessary and customarily associated with the use of the Property, County shall not use, generate, manufacture, produce, store, release, discharge, dispose of, or transport to, on, in, or under any part of the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation any substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials” or “toxic substances”, under any applicable federal or state laws or regulations (the “Hazardous Materials”). County shall comply with all local, state, or federal laws, ordinances, or regulations relating to hazardous materials on, in, under, or about the Property.

Lessor represents and warrants that it has not used, stored, generated or disposed of Hazardous Substances or Hazardous Materials in or on the Property, and that Lessor has no knowledge of the use, storage, generation of such substances or materials by any prior occupant of the Property. Further, Landlord represents and warrants that should it become aware, at any time, of the use, storage, generation of such substances or materials by any prior occupant of the Property, it will promptly notify County.

ARTICLE 5 - CONDEMNATION

Any compensation awarded for any condemnation or taking (or the proceeds of private sale in lieu thereof) of any part of the Property that materially affects County’s operations of a public recreational facility, shall be the equitably apportioned between Lessor and County, based on the value of the land and Improvements.

ARTICLE 6 - ASSIGNMENT, SUBLEASE AND CONVEYANCE

6.1 Assignment and Subletting. Neither this Lease, nor any interest herein, may be assigned or sublet by County.

6.2 Conveyance by Lessor. Lessor agrees that it may not convey title in and to the Property during the Lease Term without the prior written consent of County.

ARTICLE 7– DEFAULT; TERMINATION

7.1 Default by County. The following shall be deemed to be events of default by County under this Lease: (1) failure to operate the Property as recreational facilities for a period exceeding one hundred eighty (180) consecutive days, excepting periods of no operation arising from casualty, strike, labor troubles, or any similar cause whatsoever beyond County’s control; (2) failure to maintain the Improvements in good repair.

7.2 Default by Lessor. The following shall be deemed to be events of default by Lessor under this Lease: (1) sale or conveyance of the Property, or an attempt at such.

7.3 Remedies for County's Default. Prior to availing itself of any remedy under this section, Lessor shall engage in all good-faith efforts to resolve such alleged default. Thereafter, Lessor’s exclusive remedies are as follows:

(a) For County's failure to maintain the Improvements in good repair, Lessor may obtain affirmative injunctive relief from a court of competent jurisdiction requiring the improvements to be maintained in a good repair; and

(b) In the event that County ceases operation of the Property as recreational facilities failure to operate the Property as public recreational facilities for a period exceeding one hundred eighty (180) consecutive days, excepting periods of no operation arising from casualty, strike, labor troubles, or any similar cause whatsoever beyond County's control, this Lease shall be terminated effective immediately, and title to the Improvements will pass to Lessor without additional consideration therefor.

(c) Lessor may seek to enjoin the use of the Property for any use other than the public recreational facilities in any court of competent jurisdiction.

7.4 Remedies for Lessor's Default. Prior to availing itself of any remedy under this section, County shall engage in all good-faith efforts to resolve such alleged default. Thereafter, County may seek any available remedy at law or in equity for Lessor's breach.

7.5 Termination.

(a) Termination prior to construction of Improvements. County may terminate this Lease prior to construction of Improvements with thirty (30) days' written notice to Lessor for the following reasons; (1) if during the County's due diligence it finds that the Property is unsuitable for public recreational facilities for environmental or other reasons; or (2) the County is not awarded a PARD grant for construction of the Improvements.

(b) Termination after construction. After construction of the Improvements, the County may terminate with a one (1) year written notice to Lessor. In the event of termination by County, title to all Improvements reverts to Lessor.

ARTICLE 8 - MISCELLANEOUS

8.1 Waiver. Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Waiver by Lessor of any default by County hereunder shall in no event be deemed or construed to be a waiver of similar future defaults.

8.2 Force Majeure. Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to County, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, by force majeure or by County.

8.3 Successors. This Lease shall be binding upon and inure to the benefit of Lessor and County and their respective heirs, personal representatives, successors and assigns.

8.4 Interpretation. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings as to the contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

8.5 Notices. All rent and other payments required to be made by County shall be payable to Lessor, at Lessor's address set forth herein. Any notice or document (other than rent) required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, certified mail, return receipt required, addressed to the parties at the respective addresses, or to such other addresses as the parties may have designated by written notice to each other. All notices shall be sent to Lessor and County at the following addresses:

If to Lessor:

If to County:

8.6 Severability. In the event that any term, covenant or provision of this Lease should become illegal, invalid or unenforceable, that term, covenant or provision shall be severed and removed herefrom and this Lease shall be construed as if such term, covenant or provision had never been contained herein.

8.7 Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to development, construction and operation of the Facilities; there are, and were, no verbal representations, warranties, understandings, stipulations, agreement or promises pertaining to the subject matter of this lease or of any expressly mentioned extrinsic documents that are not incorporated in writing in this Lease. This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Lessor and County.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

WITNESSES

LESSOR

TED HART

WITNESSES

COUNTY

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

EXHIBIT A
THE PROPERTY

