

4. Authorizing and Providing for the issuance of a Hopkins Waterworks System Improvement Revenue Bond, Series 2011, or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$2,033,000; authorizing the County Administrator to determine certain matters relating to the note; providing for form and details of the bond; providing for the payment of the bond; providing for the disposition of the proceeds thereof; and other matters relating thereto **[THIRD READING] [PAGES 17-30]**

Third Reading Items

5. An Ordinance Establishing New Electoral Districts for the Election of Members of Richland County Council pursuant to the United States Census of 2010 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended

Report Of Development And Services Committee

6.
 - a. Hopkins Community Water System Service Area Expansion
 - b. Adoption of Analysis of Impediments (AI) to Fair Housing Choice
 - c. Specialized Aviation Services Operation (SASO) advertisement

Report Of Administration And Finance Committee

7.
 - a. Clerk of Council Office Analysis
 - b. Contract Renewal for Detention Center Fire and Security System
 - c. Contract Renewal for Detention Center Food Services
 - d. Contract Renewal for Detention Center HVAC System
 - e. Coroner request for approval to renew contract with Professional Pathology Services
 - f. National Aviation Week Proclamation
 - g. Sheriff Department Grant Position Pick Up - Lab Compliance Technician
 - h. Sheriff Department Grant Position Pick Up - Motorcycle Safety Education and Enforcement

Other Items

8. Creating an independent review task force to improve the business climate in the City of Columbia and Richland County **[UNDER SEPARATE COVER]**
9. Agreement between Epworth Children's Home and Richland County, South Carolina **[PAGES 36-40]**
10. Agreement between the Midlands Housing Alliance and Richland County, South Carolina **[PAGES 42-46]**

Citizen's Input

11. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

12. a. Interview appointments for applicants meeting with the Rules and Appointments Committee will be scheduled at least one week in advance [MANNING]

Adjournment



Richland County Council Request of Action

Subject

Regular Session: July 19, 2011 [PAGES 5-13]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JULY 19, 2011 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Seth Rose
Member	Kelvin Washington
Absent:	Gwendolyn Davis Kennedy
	Joyce Dickerson

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Melinda Edwards, Pam Davis, Paul Alcatar, Kecia Lara, Geo Price, Rodolfo Callwood, Donny Phipps, Larry Smith, Anna Fonseca, Amelia Linder, Dale Welch, Sara Salley, Dwight Hanna, Joe Hallbick, Carolyn Yon, John Hixson, Michael Byrd, Monique McDaniels, Monique Walters, Michelle Onley

CALL TO ORDER

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

INVOCATION

The Invocation was given by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

APPROVAL OF MINUTES

Regular Session: July 5, 2011 – Mr. Jackson moved, seconded by Ms. Hutchinson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Livingston stated that the Lower Richland Sewer Plant needed to be added under the Report of the Chair. This item will be discussed in Executive Session.

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

Mr. Pope requested that the Fire Contract/Audit Update under the Report of the County Administrator be taken up immediately following the Report of the Attorney for Executive Session Items since the consultants were present at the meeting.

Ms. Hutchinson moved, seconded by Mr. Pearce, to reconsider the adoption of the agenda. The vote in favor was unanimous.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

a. Legal Settlement Update

Mr. Livingston stated that Councilwoman Kennedy and Councilwoman Dickerson were not present at the meeting due to their attendance at the NaCo Conference.

CITIZENS' INPUT

Mr. James Sykes, Ms. Merian Stallings, Ms. Cassidy Jacobs, Ms. Margaret Harper, Ms. Cynthia Hayward, and Mr. Jim DeWitt spoke regarding the Decker Mall.

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Council went into Executive Session at approximately 6:27 p.m. and came out at approximately 6:45 p.m.
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Mr. Pearce moved, seconded by Mr. Washington, to reorder the agenda to allow the presentations next on the agenda. The motion failed.

REPORT OF THE COUNTY ADMINISTRATOR

Fire Contract/Audit Update – This item was taken up in Executive Session. This item was subsequently forwarded to the Fire Ad Hoc Committee.

Richland 101 for Kids – Ms. King gave a brief presentation regarding the Richland 101 for Kids.

Summer Celebration of Water, Riverfront Park, August 6th, 9:00 a.m.-2:00 p.m. – Ms. King invited Council to attend the Summer Celebration of Water

Mr. Manning moved, seconded by Mr. Malinowski, to reorder the agenda to take up Items 6a, 6b and 31 up and then resume the agenda as printed. The vote in favor was unanimous.

PRESENTATIONS

SCAC—Programs and Services and Legislative Update – Mr. Josh Rhodes gave a brief presentation on the services and programs offered by the SCAC.

911 Monument Presentation – Mr. Dan Hennigan have a brief update on the 911 Monument that is being constructed in front of the Columbia Metropolitan Convention Visitors Center.

OTHER ITEM

Report of the Decker Mall Space Allocation Committee – Mr. Pearce moved, seconded by Mr. Malinowski, to accept the committee recommendations and to encourage the committee to meet as soon as possible to bring back additional recommendations to Council. The vote in favor was unanimous.

REPORT OF THE COUNTY ADMINISTRATOR

Joint City-County Consolidation/Privatization Ad Hoc Committee Meeting, July 21st, Columbia City Hall – Mr. Pope stated that the meeting will be held on July 21st and had been placed on Council's calendar.

Register of Deeds Presentation – Mr. John Hopkins, Interim Director of the Register of Deeds Office introduced himself. Mr. Hopkins and Mr. Collins from the IT Department gave a brief presentation regarding the new Register of Deeds online services.

Community Development Report – This item was deferred.

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIRMAN

CMRTA Update – Mr. Livingston stated that the recommendation from the RTA was to continue the funding through the end of their fiscal year (September 30). During a meeting with the City of Columbia Mayor, Columbia City Manager, Lexington County Council Chair, Lexington County Administrator, Richland County Council Chair and Mr. Pope agreed to request the funding from their respective bodies with the following stipulations: (1) Request the RTA to hire an external auditing firm to perform an audit; (2) Hire an interim Director; (3) and begin the process of restructuring the Board.

Mr. Pearce moved, seconded by Mr. Jeter, to approve the recommendation. A discussion took place.

The vote was in favor.

Lower Richland Sewer – This item was taken up in Executive Session.

OPEN/CLOSE PUBLIC HEARING

An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$79,000 of General Fund Undesignated Fund Balance to Clerk of Court for the purchase of additional shelving in Family Court, Civil Records, Criminal Records and the Archives Room – No one signed up to speak.

APPROVAL OF CONSENT ITEM

- **11-06MA, Pallay R. Desai, RU to NC (.76 Acres), 9401 Wilson Blvd., 14700-03-33 [THIRD READING]**
- **11-07MA, Richland County, TROS to RS-LD (12.49 Acres), Longcreek Plantation, 20406-02-01(p) [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-52, Inspections Required; so as to not require inspection of occupied structures unless there are safety concerns [SECOND READING]**
- **An Ordinance Authorizing Easement to the City of Columbia for Sanitary Sewer Main to serve the Brookhaven Subdivision; Richland County TMS #17500-03-67 [SECOND READING]**

- **An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$91,754 of General Fund Undesignated Fund Balance to the Solicitor for Grant Match Funds [SECOND READING]**
- **An Ordinance Authorizing Easement to the City of Columbia for a water main to serve the Brookhaven Subdivision; Richland County TMS #17500-03-67 [SECOND READING]**

Mr. Washington moved, seconded by Mr. Jackson, to approve the consent item. The vote in was unanimous.

THIRD READING

An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$79,000 of General Fund Undesignated Fund Balance to Clerk of Court for the purchase of additional shelving in Family Court, Civil Records, Criminal Records and the Archives Room – Mr. Pearce moved, seconded by Mr. Jackson, to approve this item. The vote was in favor.

SECOND READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-6, Smoking of Tobacco Products; Subparagraph (G), Reasonable Distance; so as to prohibit smoking within fifteen (15) feet of a door used as an entrance to or exit from an enclosed area where smoking is prohibited – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve this item. A discussion took place.

Ms. Hutchinson made a substitute motion, seconded by Mr. Malinowski to amend the title of the ordinance to Fifteen (15) feet instead of Twenty (20) feet. The vote was in favor.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Responses from RFP to Employee and Retiree Group Benefit Services – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve Alternative #2: “Approve and authorize staff to implement wellness incentive program and negotiate and award contracts to the recommended vendors.”

Mr. Manning moved, seconded by Mr. Washington, to amend the motion to approve the consultant’s anti-regressive tax tier plan. A discussion took place.

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

The vote on the motion to amend failed.

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

The vote was in favor of the original motion.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Board of Assessment Control—1** – Mr. Malinowski stated that the committee recommended advertising for this position. The vote in favor was unanimous.
- b. **Central Midlands Council of Governments—1** – Mr. Malinowski stated that the committee recommended advertising for this position. The vote in favor was unanimous.
- c. **Community Relations Council—3** – Mr. Malinowski stated that the committee recommended advertising for these positions. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—5** – Mr. Malinowski stated that the committee recommended appointing Mr. Thomas A. Boland, Sr. and re-advertising for the remaining positions. The vote in favor was unanimous.

- b. **Appearance Commission—2** – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- c. **Building Codes Board of Adjustments and Appeals—3** – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- d. **Business Service Center Appeals Board—1** – Mr. Malinowski stated that committee recommended re-advertising for this position. The vote in favor was unanimous.
- e. **Central Midlands Council of Governments—1** – Mr. Malinowski stated that committee recommended re-advertising for this position. The vote in favor was unanimous.
- f. **Hospitality Tax Committee—1** – Mr. Malinowski stated that the committee recommended appointing Mr. Craig H. Parks. The vote in favor was unanimous.
- g. **Internal Audit Committee—1** – Mr. Malinowski stated that the committee recommended re-advertising for this position. The vote in favor was unanimous.
- h. **Library Board—4** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Robert E. Gahagan, Mr. James Judson (Jack) Godbold, Mr. Kirby D. Shealy, III and appointing Ms. JoAnn Turnquist.

Mr. Jeter moved, seconded by Mr. Malinowski, to re-appoint the incumbents and take an individual vote on the remaining to applicants. The vote in favor was unanimous.

Mr. Jeter and Mr. Washington voted for Ms. Clarissa T. Adams.

Mr. Pearce, Mr. Malinowski, Mr. Jackson, Ms. Hutchinson, Mr. Livingston, Mr. Manning and Mr. Rose voted for Ms. JoAnn Turnquist.

Ms. JoAnn Turnquist was appointed.

- i. **Music Festival Board—1** – Mr. Malinowski stated that the committee recommended re-advertising for this position. The vote in favor was unanimous.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Electronic Participation** – This item was held in committee.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

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Council went into Executive Session at approximately 8:13 p.m. and came out at approximately 9:13 p.m.
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- a. **Lower Richland Sewer** – No action was taken.
b. **Legal Settlement Update** – No action was taken.

MOTION PERIOD

Any lobbying firm employed by Richland County to represent the interests of Richland County shall agree in writing that any lobbyist(s) working either directly for their firm or under contract with their firm will not lobby members of Richland County Council representing the interests of private citizens, groups of citizens, private companies and/or non-profit organizations regarding any matter that will be addressed by Richland County Council. Failure to comply with this request shall result in the County exercising its right to terminate the contractual arrangement and rebid the services – This item was referred to the A&F Committee.

I move that the item "Presentations" that frequently appears on the Council agenda be reassigned to a place on the agenda immediately following the item "Approval of the Agenda". On numerous occasions, individuals and/or groups involved in making presentations to Council are having to wait for long periods of time while Council wades through informational and procedural matters. Out of respect and courtesy to our guests, it is my opinion that we should hear presentations first and then move on to the other affairs of Council – This item was referred to the Rules & Appointments Committee.

Motion to place certain department heads to at will status [JACKSON] – This item was referred to the A&F Committee

Having an Economic Development Director to be competitive and effective motion to revisit the County Business License to adjust or refigure [JACKSON] – This item was referred to the Chamber's Independent Review Task Force.

ADJOURNMENT

The meeting adjourned at approximately 9:18 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Seth Rose

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

Authorizing and Providing for the issuance of a Hopkins Waterworks System Improvement Revenue Bond, Series 2011, or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$2,033,000; authorizing the County Administrator to determine certain matters relating to the note; providing for form and details of the bond; providing for the payment of the bond; providing for the disposition of the proceeds thereof; and other matters relating thereto

Richland County Council Request of Action

Subject

Authorizing and Providing for the issuance of a Hopkins Waterworks System Improvement Revenue Bond, Series 2011, or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$2,033,000; authorizing the County Administrator to determine certain matters relating to the note; providing for form and details of the bond; providing for the payment of the bond; providing for the disposition of the proceeds thereof; and other matters relating thereto **[THIRD READING] [PAGES 17-30]**

Notes

First Reading: July 5, 2011

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
SECOND SUPPLEMENTAL ORDINANCE NO. _____

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A HOPKINS WATERWORKS SYSTEM IMPROVEMENT REVENUE BOND, SERIES 2011, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA, IN AN AMOUNT NOT TO EXCEED \$2,033,000; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTE; PROVIDING FOR FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section 1. Findings and Determinations. The County Council (the “Council”) of Richland County, South Carolina (the “County “), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the “Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a waterworks system or systems in any of the unincorporated areas of the County.

(c) The Hopkins System was created pursuant to General Bond Ordinance No. 049-10HR enacted by the County Council on July 27, 2010, and is administered as a division of the Combined Waterworks System (as defined in the General Bond Ordinance).

(d) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

(e) Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended (“Title 11”), provides that any borrower (the definition of which includes the County) whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of such bonds.

(f) The County has made general provision for the issuance from time to time of waterworks system revenue bonds (the “Bonds”) of the County through the enactment of Ordinance No. 049-10HR entitled “An Ordinance Providing For The Issuance Of Hopkins Waterworks System Revenue Bonds Of Richland County, South Carolina” (the “General Bond Ordinance”).

(g) The County has installed a portion of the approximately 11,000 linear feet of 12” water lines, 50,000 linear feet of 10” water lines, 35,500 linear feet of 8” water lines, construct a 300,000 gallon

elevated water storage tank and rehabilitate existing wells to service the project area (hereinafter referred to as the "Project").

(h) On December 30, 2010, pursuant to constitutional and statutory authorizations, General Bond Ordinance No. 048-10HR and First Supplemental Ordinance No. 049-10HR, both duly enacted by the County Council on July 27, 2010 (together, the "2010 Ordinances"), the County issued its \$2,033,000 Hopkins Waterworks System Improvement Revenue Bond Anticipation Note (the "2010 Note"), the proceeds of which were used to fund a portion of the costs of the Project.

(i) The total cost of the Project is estimated to be \$4,814,000 to be financed with a loan from the Federal Government in the amount of \$2,033,000, grants from the Federal Government in the amount of \$1,793,000, a grant from the South Carolina Department of Health and Environmental Control administrated Environmental Protection Agency grant and contributions from the County of \$488,000.

(j) The Government will, upon compliance by the County with the terms and conditions set forth in a letter dated March 26, 2007, to the Chairman of the County Council of the County, purchase a waterworks system improvement revenue bond of the County in the maximum amount of \$2,033,000.

(k) It is in the best interest of the County to authorize the issuance and sale of a revenue bond pursuant to the Revenue Bond Act for Utilities, the General Bond Ordinance and this Second Supplemental Ordinance in the principal amount of not exceeding \$2,033,000 for the purpose of retiring the principal of the County's 2010 Note.

Section 2. Authorization of Bonds. Pursuant to the Act, the General Bond Ordinance and this Second Supplemental Ordinance, there is hereby authorized to be issued a \$2,033,000 Hopkins waterworks system improvement revenue bond of the County, for the purposes of paying the principal of and interest on the 2010 Note and funding a portion of the costs of the Project. The Bond authorized herein shall be designated "\$2,033,000 Hopkins Waterworks System Improvement Revenue Bond, Series 2011 (or such other appropriate series designation), of Richland County, South Carolina" (the "Bond").

The offer of the Federal Government to purchase the Bond at par and accrued interest, if any, is hereby accepted. The Bond purchased by the Federal Government shall be represented by a fully registered bond. The Federal Government shall pay for the Bond so purchased by payment of the principal face amount of the Bond on the date of delivery thereof. All moneys paid by the Federal Government to the County shall be deposited and expended as provided in Section 11 of this Second Supplemental Ordinance.

The Bond shall be in fully registered form; shall be in the principal amount of \$2,033,000; shall be dated as of the date of its delivery to the Federal Government acting through Rural Development (RD); shall be registered as to principal and interest in the name of "The United States of America" or its registered assigns; shall bear interest on the principal amount paid for the Bond at the rate of Four and 125/1000 percent (4.125%) per annum (or such lesser rate as may be in effect for Federal Government loans administered by RD on the date of issuance of the Bond); and shall be payable in monthly installments of principal and interest in the amount of Eight Thousand Six Hundred Sixty-one and 00/00 Dollars (\$8,661.00) (or such lesser amount as a lesser interest rate may require) commencing one month after the date of the Bond and continuing on the same day of each succeeding month for a period of forty (40) years from the date of the Bond or until the principal of the Bond and all interest accrued thereon shall be paid in full, whichever occurs first, provided, however, if the Bond is delivered on the 29th, 30th or 31st day of any month, the due date of such installments shall be the 28th day of each month.

The Bond shall be executed in the name of the County by the manual signature of its County Chairman of County Council and attested by the Clerk of the County Council under the seal of the County to be affixed thereon.

The Bond shall be subject to redemption at the option of the County in whole at any time or in part at any time and from time to time, any partial redemption to be applied to installments of principal in inverse chronological order upon payment of the principal amount to be redeemed; provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. Notice of such redemption or prepayment shall be mailed to the registered owner of the Bond not less than 30 days nor more than 60 days prior to the date fixed for redemption or prepayment.

During such time as the Federal Government is the registered holder of the Bond, all payments in respect of such Bond, whether of principal or interest, shall be made by the County or its designee to the Federal Government through electronic debit pursuant to an Authorization Agreement for Preauthorized Payments between RD and the County, except for the final payment of the principal thereof, shall be made without presentation and surrender by the Federal Government of the Bond. Such payment and prepayment shall fully discharge the obligation of the County to the extent of the payments and prepayments so made.

All such payments shall discharge the obligations of the County in respect to such fully registered bond to the extent of the payments so made.

Section 3. Assignment and Registration of Bond. If the Federal Government or any subsequent holder assigns the fully registered Bond, the assignor shall promptly provide the County with written evidence of such assignment acceptable to the County as to form and substance, and the assignee may surrender such Bond to the County in exchange for a new fully registered bond in the unpaid principal amount of the Bond surrendered. Ownership of the Bond shall be registered on the books of registry kept by the County in the name of such assignee as payee. All payments of principal, including prepayments of principal, and interest on the Bond shall be made only to the registered owner thereof by check mailed to the address shown on the books of registry maintained by the County. Notwithstanding the foregoing, in the event the Federal Government and the assignee of the single fully registered Bond initially delivered enter into an agreement whereby such assignee agrees to forego its rights and remedies against the County and any others in connection with the loan evidenced by such Bond, to forego any benefit of any related security therefor and to designate the Federal Government as collection agent for the assignee to receive all payments on the Bond made by or on behalf of the County, then such Bond shall remain registered in the name of the Federal Government, as agent for such new owner, and all payments with respect to such Bond shall be made by the County to the Federal Government as collection agent in accordance with the terms and conditions provided in the single fully registered Bond initially delivered. All payments described in this Section 4.2 shall be effective to discharge fully all liability of the County hereunder or under the Bond to the extent of such payment, and all owners of the Bond shall hold the Bond subject to such discharge.

Section 4. Communications with the Federal Government. For purposes of payments under Section 3.1 hereof, for determining the validity of any assignment by the Federal Government under Section 3.2 hereof and for all other purposes related to the Bond, the County is entitled to rely upon communication from RD, or such other agency as may be designated by the Federal Government to administer the programs currently administered by the RD, as the duly authorized agent for the Federal Government.

Section 5. Form of Bond. The Bond shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 6. Bond Proceeds. All moneys paid by the Federal Government to the County for the Bond shall be used to retire the principal of the County's 2010 Note.

Section 7. Payment of the Bond. The Bond and any Additional Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Revenues of the System, which Revenues shall be and hereby are pledged and charged to the payment of the principal of and interest on the Bond and to the security thereof in accordance with the provisions of this Second Supplemental Ordinance. The Revenues and other moneys so pledged and hereafter received by the County shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the aforesaid pledge shall be valid and binding as against any parties having claims of any kind in tort, contract, or otherwise against the County irrespective of whether such parties have notice of the foregoing pledge. Said pledge shall be on a parity with the pledge of the revenues of the System for payment of principal and interest on the Parity Bonds.

The Bond and the interest thereon are not payable from, nor are they a charge upon, any funds other than the Revenues pledged to the payment thereof by this Second Supplemental Ordinance. The full faith, credit and taxing powers of the State of South Carolina or of the County are not pledged to the payment of the principal of or the interest on the Bond, and the Bond shall never constitute an indebtedness of the County within the meaning of any state constitutional provisions or statutory limitation.

Section 8. Establishment of Statutory Lien. There is hereby created and established in accordance with the Act a statutory lien upon the System in favor of the registered owners from time to time of the Bond. The System shall remain subject to such statutory lien until payment in full of the principal of and interest on the Bond.

Section 9. General Bond Ordinance. The Bond is hereby determined to be the Initial Bond issued pursuant to Section 3.2 of the General Bond Ordinance, and all of the provisions of the General Bond Ordinance applicable to the Initial Bond shall be applicable to the Bond and are made a part hereof for the benefit and security of the registered owners thereof from time to time, as though fully set forth herein, including without limiting the generality of the foregoing, all provisions of the General Bond Ordinance relating to maintaining and revising rates and charges for all services furnished by the System; establishment and maintenance of funds and accounts; disposition of revenues; books and accounts and audits; insurance; general covenants; the events of default and the consequences thereof; the qualifications of custodians, if any; the manner in which the deposits held by the Custodian shall be secured, if any; provided that wherever specific provision has been made in this Second Supplemental Ordinance, with respect to the Bond for which provision is also made in the General Bond Ordinance, the provisions of this Second Supplemental Ordinance shall control with respect to the Bond.

Any provision, covenant and agreement of the General Bond Ordinance for the benefit and security of the registered owners of the Bond which omits to include additional bonds, shall be and hereby is incorporated herein for the benefit and security of the registered owner of the Bond and shall be interpreted as including additional bonds, notwithstanding such omission.

The provisions of this Section 9 shall remain in full force and effect until the Bond has been paid in full.

Section 10. Financial Statements. The County shall keep its books and accounts and shall prepare or cause to be prepared such annual and quarterly financial statements for the System as the Federal Government may require and as may be required by the Act. The County shall provide to the Federal Government such copies of its financial statements as the Federal Government shall reasonably require.

As soon after the fiscal year as possible, the County will cause to be prepared an annual audit of the books and accounts pertaining to the System. The audit shall be prepared in accordance with generally accepted auditing standards by independent certified public accountants who are certified or licensed by a regulatory authority of the State of South Carolina, and two copies thereof delivered to the Federal Government at the RD District Office in Columbia, South Carolina.

The County shall also provide other registered owners of Bonds upon request a reasonable number of copies of such financial statements and audit reports.

Section 11. Additional Payments to Various Funds. Not later than the 20th day of each month one year after delivery of the Bond to the Federal Government additional monthly payments from the Revenues of the System shall be made by the Custodian into the Bond and Interest Redemption Fund created by the General Bond Ordinance equal to the installment of principal and interest on the Bond next falling due. Not later than the 20th day of each month one year after delivery of the Bond to the Federal Government, additional monthly payments shall be made by the Custodian into the debt service reserve fund created pursuant to the General Bond Ordinance (the "Debt Service Reserve Fund") in an amount equal to not less than one-tenth (1/10th) of the amount of the amortized monthly installment of principal and interest due on the Bond as prescribed by Section 4.1 hereof until cash and securities on credit to the Debt Service Reserve Fund are at least equal to the principal and interest requirements on the Bond for the next succeeding Fiscal Year.

Section 12. Loan Resolution. The County covenants and agrees that it will comply with the terms and provisions of the Loan Resolution (Form RUS Bulletin 1780-27) adopted by the County on [TO BE PROVIDED], entitled: "A RESOLUTION OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS UPGRADE AND EXPAND WATER DISTRIBUTION SYSTEM FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE."

Section 13. No Arbitrage. The County hereby covenants and agrees with the holder of the Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the gross income of the holders of the Bond for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bond. The County further covenants and agrees with the holders of the Bond that no use of the proceeds of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be an "arbitrage bond," as defined in Section 148 of the Code, and to that end the County hereby shall:

- a. comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bond is outstanding;
- b. establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

- c. make such reports of such information at the time and places required by the Code.

Section 14. Designation of Bond. The Code contains certain provisions affecting tax-exempt bonds such as the Bond. The Code excepts small governmental units from the required rebate to the United States. The following certifications are given with respect to the Code:

- a. the Bond is issued by a governmental unit, i.e., the County, with general taxing powers;
- b. the Bond is not a “private activity bond” as defined in the Code; and
- c. 95% or more of the net proceeds of the Bond will be used for local governmental activities of the County; and

Section 15. Defeasance. So long as the Federal Government or any agency thereof is the registered owner of the Bond, the County shall not issue any Bonds or other obligations for the purpose of defeasing or otherwise terminating the lien on the Bonds without immediately prepaying all of the Bond held by the Federal Government then outstanding.

Section 16. Custodian. In accordance with General Bond Ordinance the County designates [TO BE NAMED PRIOR TO THIRD READING], as Custodian of the funds and accounts created or continued by this Second Supplemental Ordinance, and authorizes, empowers and directs the Custodian to hold, administer and dispose of the moneys in funds and accounts in the manner provided for by this Second Supplemental Ordinance. The Council hereby finds and determines that, if replacement of the Custodian authorized pursuant hereto is necessitated, a successor may be designated in accordance with Section 8.2 of the General Bond Ordinance.

Prior to the delivery of the Bond and any Additional Bonds, the Custodian shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by the General Bond Ordinance and this Second Supplemental Ordinance by executing and delivering to the County a written instrument of acceptance.

The Custodian shall at all times be held harmless when acting upon any notice, ordinance, resolution, request, consent, order, certificate, statement, opinion, bond, coupon or other document reasonably believed to be genuine, and to have been signed by the proper party or parties.

The Custodian shall be under no obligation or duty to perform any act which would involve it in expense, or to institute any suit, or defend the same, or to advance any of its own moneys, unless properly indemnified to its satisfaction; nor shall the Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

In the event the Custodian resigns or becomes incapable of acting hereunder, then the County shall be empowered to appoint a successor custodian and, if the County fails to act, any court of competent jurisdiction may, upon application of any bondholder, appoint a successor custodian.

Each, every and all funds and accounts held by the Custodian shall be impressed with a trust for the benefit of the person or persons entitled thereto, under the provisions of the General Bond Ordinance, this Second Supplemental Ordinance and the Act.

Section 17. Binding Effect. So long as any Bond is outstanding, each of the obligations, duties, limitations and restraints imposed upon the County by this Second Supplemental Ordinance shall be deemed to be a covenant between the County and the holder of the Bond, and this Second Supplemental Ordinance and each and every provision and covenant hereof shall constitute a contract of the County with the holder of the Bond.

Section 18. Invalidity of Sections, Paragraphs, Clauses or Provisions. If any article, section, paragraph, clause or provision of this Second Supplemental Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances, or the validity or enforceability of this Second Supplemental Ordinance as a whole or of any other article, section, paragraph, clause or provisions of this Second Supplemental Ordinance.

Section 19. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict or inconsistent with the provisions of this Second Supplemental Ordinance are hereby repealed to the extent of such conflict or inconsistency, except that this Second Supplemental Ordinance shall not be deemed or considered to repeal any provisions of the Loan Resolution mentioned in Section 12 hereof.

Section 20. Execution of Documents/Hiring of Professionals. The Council hereby authorizes the Chairman of County Council, the County Administrator, the Clerk to County Council and the County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bond. County Council hereby retains McNair Law Firm, P.A., as bond counsel, in connection with the issuance of the Bond.

Section 21. Effective Date. This Ordinance shall be in full force and effect from and after its enactment as provided by law.

(Signature Page follows)

Enacted this 26th day of July, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2011:

Michelle Onley
Assistant Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: July 5, 2011 (Title only)
Date of Second Reading: July 19, 2011
Date of Third Reading: July 26, 2011

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
HOPKINS WATERWORKS IMPROVEMENT REVENUE BOND
SERIES 2011

\$2,033,000

For value received, Richland County, South Carolina (the "County") hereby promises to pay to The United States of America acting through the United States Department of Agriculture (the "Federal Government"), or its registered assigns, but solely from the revenues hereinafter mentioned, and not otherwise, the aggregate principal sum of Two Million Thirty-three Thousand Dollars (\$2,033,000). Interest shall accrue on such principal from the date hereof at the rate of _____ percent (____%) per annum, and the County hereby promises to pay interest on the principal amount hereof from time to time unpaid but solely from said revenues and not otherwise. Such installments shall be applied first to the payment of interest on the principal amount hereof from time to time unpaid and then to the payment of principal as a principal installment hereon; provided that the final payment of principal and interest, if not sooner paid, shall be due and payable forty-years from the date hereof and shall be an amount equal only to the principal amount hereof then unpaid plus the interest accrued thereon to the date of such final payment, notwithstanding that such amount is more or less than \$_____.

During such time as the Federal Government is the registered holder of the Bond, all payments in respect of such Bond, whether of principal or interest, shall be made by the County or its designee to the Federal Government through electronic debit pursuant to an Authorization Agreement for Preauthorized Payments between RD and the County, except for the final payment of the principal thereof, shall be made without presentation and surrender by the Federal Government of the Bond. Such payment and prepayment shall fully discharge the obligation of the County to the extent of the payments and prepayments so made.

This Bond is issued by the County for the purpose of retiring the principal of the County's \$2,033,000 Hopkins Waterworks System Improvement Revenue Bond Anticipation Note.

This Bond is issued under, pursuant to, and in full compliance with the Constitution and laws of the State of South Carolina, including particularly Title 6, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), Ordinance No. 048-10HR authorizing the issuance of waterworks and sewer system improvement bonds duly enacted by the County Council on July 27, 2011 (the "General Bond Ordinance" and Second Supplemental Ordinance No. _____ authorizing and providing for the issuance of a Hopkins Waterworks System Revenue Bond, Series 2011, or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$2,033,000 (the "Second Supplemental Ordinance)).

The General Bond Ordinance and the Second Supplemental Ordinance contain provisions defining terms, including the properties comprising the System, setting forth the revenues pledged for the payment of the principal of and interest on this Bond and other bonds which may hereafter be issued under the General Bond Ordinance ("Additional Bonds"); setting forth the nature and extent and manner of enforcement of the security for this Bond and such Additional Bonds and of such pledge, and the rights and remedies of the registered owner hereof with respect thereto; setting forth the terms and conditions upon which and the extent to which the General Bond Ordinance and this Second Supplemental Ordinance may be altered,

modified or amended; the terms and conditions upon which this Bond is issued, upon which other bonds may be hereinafter issued payable as to principal and interest on a parity with this Bond equally and ratably secured herewith; and setting forth the rights, duties and obligations of the County thereunder; and the terms and conditions upon which the pledge made in the General Bond Ordinance and the Second Supplemental Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provision for the payment thereof in the manner set forth in the General Bond Ordinance and the Second Supplemental Ordinance. Reference is hereby made to the General Bond Ordinance and the Second Supplemental Ordinance to all the terms and provisions of which any holder of this Bond by acceptance hereof thereby assents. The provisions of the Act, the General Bond Ordinance and the Second Supplemental Bond Ordinance shall be a contract with the registered owner of this Bond.

This Bond and the interest hereon are special obligations of the County and are secured by a statutory lien upon the System as prescribed in the Act and by a pledge of and lien upon Revenues (as defined in the General Bond Ordinance) derived from the operation of the System.

THIS BOND AND THE INTEREST HEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT THEREOF BY THE ORDINANCE. NEITHER THE FULL FAITH, CREDIT OR TAXING POWERS OF THE STATE OF SOUTH CAROLINA NOR THE COUNTY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND, AND THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISIONS OR STATUTORY LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES OF THE SYSTEM.

THE COUNTY HAS THE RIGHT UNDER THE ORDINANCE TO ISSUE ADDITIONAL BONDS, AND SUCH ADDITIONAL BONDS MAY, UNDER CERTAIN CIRCUMSTANCES DESCRIBED IN THE ORDINANCE AND WITH THE CONSENT OF RURAL DEVELOPMENT, BE SECURED BY A LIEN UPON THE REVENUES OF THE SYSTEM ON A PARITY WITH OR JUNIOR TO THE LIEN SECURING THIS BOND.

The County covenants that it will fix and revise, from time to time, rates for services furnished by the System and such rates shall at all times be maintained so as to be sufficient to provide for the payment of the interest upon and the principal on all obligations of the County payable from the Revenues of the System as and when the same become due and payable; to provide for the payment of the expenses of administration and operation and maintenance of the System as may be necessary to preserve it in good repair and working order; to build up a reserve for depreciation of the System; and, to build up a reserve for improvements, betterments and extensions to the System other than those necessary to maintain the System in good repair and working order.

The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, any partial redemption to be applied to installments of principal in inverse chronological order, upon payment of the principal amount to be redeemed, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on this Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

This Bond may be assigned and, if assigned, the assignor, as provided in the Ordinance, shall promptly provide the County with written evidence of such assignment acceptable to the County as to form and substance, and the assignee may surrender this Bond to the County in exchange for a new fully

registered bond for the then unpaid principal amount. Ownership of this Bond shall be registered on the books of registry kept by the County in the name of such assignee as payee. All payments of principal, including prepayments of principal and interest on this Bond, shall be made only to the registered owner thereof by check mailed to the address shown on the books of registry maintained by the County. Notwithstanding the foregoing, in the event the Federal Government and the assignee of this Bond enter into an agreement whereby such assignee agrees to forego its rights and remedies against the County and any others in connection with the loan evidenced by this Bond, to forego any benefit of any related security for this Bond, and to designate the Federal Government as collection agent for the assignee to receive all payments on this Bond made by or on behalf of the County, this Bond shall be registered in the name of the Federal Government, as agent for the new owner, and all payments on this Bond shall be made by the County to the Federal Government as collection agent, in accordance with the terms and conditions provided in this Bond. All payments described in Section 2 of the Second Supplemental Ordinance shall be effective to discharge fully all liability of the County under the General Bond Ordinance or the Second Supplemental Ordinance or under this Bond to the extent of such payment, and all owners of this Bond shall hold this Bond subject to such discharge.

Any transferee or assignee of this Bond takes this Bond subject to any payments and prepayments to the registered owner, whether of principal or interest, made on account of this Bond and whether or not all such payments have been endorsed hereon.

For purposes of payments under Section 7 of the Second Supplemental Ordinance, for determining the validity of any assignment by the Federal Government under Section 6.3 of the General Bond Ordinance, and for all other purposes related to this Bond, the County is entitled to rely upon communication from RD, or such other agency as may be designated by the Federal Government to administer the programs currently administered by the RD, as the duly authorized agent for the Federal Government.

The County hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Federal Government that the County may be able to obtain a loan from a reasonable cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the County will, at the Federal Government's request, apply for and accept such loan in sufficient amount to repay the Federal Government.

This Bond is given as evidence of a loan to the County made by the Federal Government pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the present regulations of the Federal Government and to its future regulations not inconsistent with the express provisions hereof.

The principal of and interest on this Bond are exempted from any and all State, county, municipal and other taxation whatsoever under the laws of the State of South Carolina, except for inheritance, estate or transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the State of South Carolina a fee or franchise tax computed on the entire net income of such bank which would include interest paid on this Bond to any such bank.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be

performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Bond to be executed in its name by the manual signature of the County Supervisor and Chairman of the County Council and attested by the manual signature of the Clerk to County Council under the seal of the County, this Bond to be dated the ____ day of _____, 2011.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

ATTEST:

(SEAL)

Clerk to County Council

REGISTRATION

This Bond has been registered in the name of The United States of America on the registration books kept by the Clerk to the County Council of Richland County, South Carolina.

Dated this ____ day of _____, 2011.

Clerk to Council, Richland County, South Carolina

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____ the within-mentioned Bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the Clerk of the County of Richland, South Carolina with full power of substitution in the premises.

By _____

Dated: _____
Witness: _____

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

CERTIFICATE OF ADVANCES

The County has received the following amounts of moneys in payment for this Bond.

<u>Date of Payment</u>	<u>Amount of Payment</u>	<u>Signature of Authorized Officer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Richland County Council Request of Action

Subject

An Ordinance Establishing New Electoral Districts for the Election of Members of Richland County Council pursuant to the United States Census of 2010 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended

Richland County Council Request of Action

Subject

- a. Hopkins Community Water System Service Area Expansion
- b. Adoption of Analysis of Impediments (AI) to Fair Housing Choice
- c. Specialized Aviation Services Operation (SASO) advertisement

Richland County Council Request of Action

Subject

- a. Clerk of Council Office Analysis
- b. Contract Renewal for Detention Center Fire and Security System
- c. Contract Renewal for Detention Center Food Services
- d. Contract Renewal for Detention Center HVAC System
- e. Coroner request for approval to renew contract with Professional Pathology Services
- f. National Aviation Week Proclamation
- g. Sheriff Department Grant Position Pick Up - Lab Compliance Technician
- h. Sheriff Department Grant Position Pick Up - Motorcycle Safety Education and Enforcement

Richland County Council Request of Action

Subject

Creating an independent review task force to improve the business climate in the City of Columbia and Richland County **[UNDER SEPARATE COVER]**

Richland County Council Request of Action

Subject

Agreement between Epworth Children's Home and Richland County, South Carolina [**PAGES 36-40**]

- 2) Richland County agrees to award Epworth Children's Home the sum of Forty-Five Thousand (\$45,000.00) Dollars for the fiscal year 2011/2012, subject to conditions as outlined in paragraph five (5) below. Such funds are to be used as programmatic and operating funds.
- 3) The parties understand that Epworth Children's Home shall submit a budget, and statement of community impact for the complete Forty-Five Thousand (\$45,000.00) Dollar award before disbursement of any funds
- 4) Epworth Children's Home shall request Eleven Thousand, Two Hundred and Fifty Thousand Dollars (\$11,250.00) per quarter for disbursement by submitting a Payment Request Form and required attachments as outlined on the Payment Request Form to the Grants Manager with the quarters being July-September, October-December, January-March and April-June. Each request shall include a balance sheet and detailed list of expenditures for the quarter. The requests for disbursement should be mailed to: Sara Salley, Grants Manager, Richland County Administration, P.O. Box 192, Columbia, SC 29202;
- 5) Yearly allocations of funds are to be expended between July 1 and June 30;
- 6) The parties agree that Epworth Children's Home shall submit a Mid-Year report and required attachments as outlined on the Mid-Year Report form no later than January 31 of each year, and a Final Report and required attachments as outlined on the Final Report form no later than July 31 of each year.
- 7) The parties further agree that Richland County may conduct a financial review of the recipient agency of how the appropriated funds are being spent.
- 8) The parties agree that Epworth Children's Home seek funding from the City of

Columbia and any other governmental or private entity in an amount greater than or equal to the amount awarded herein and that such matching funding is vital to the success of the organization;

- 9) The parties agree that Richland County's financial contribution is contingent upon Epworth Children's Home obtaining a legally binding financial commitment from the City of Columbia and Lexington County in an amount greater than or equal to the amount awarded herein and that such matching funding is vital to the success of the organization;
- 10) This Agreement shall remain in full force and effect for fiscal year 2011/2012 provided Epworth Children's Home continues to carry out its above-stated mission and uses the award for operational and programmatic activities. If at any time Richland County Council finds that the awarded funds are not being used in accordance with as outlined above and in the budget provided by Epworth Children's Home, Richland County may terminate this Agreement by providing written notice to Epworth Children's Home. Upon receipt of written notice, Epworth Children's Home shall have thirty days to provide a written response and to provide an accounting herein;
- 11) The parties hereto expressly agree that the tendering of this award by Richland County and the acceptance thereof by Epworth Children's Home in no way creates any agency relationship between the parties or any relationship which would subject Richland County to any liability for any acts or omissions of the recipient entity or entities. Epworth Children's Home shall indemnify and hold harmless Richland County, its parent, subsidiaries and affiliates and all their

respective directors, council members, officers, agents and employees (hereafter collectively referred to as the "Indemnatee") from liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of illness, personal injury or death to employees or any other persons, damage to property of Richland County or others or other loss or liability arising from or in connection with Epworth Children's Home's performance of any services funded by this award. Further, Epworth Children's Home, at its own expense, shall defend any demand, claim, suit, action or cause of action brought against the Indemnatee where such demand, claim, suit, action or cause of action arises from any cause for which the Indemnatee may be entitled to be indemnified and held harmless pursuant to this agreement, arising from or in connection with such demand, claim, suit, action or cause of action; provided, however, that the Indemnatee shall be entitled to participate in such defense;

- 12) Any such employees, volunteers or persons authorized to conduct or carry out the mission of Epworth Children's Home shall be the sole responsibility of Epworth Children's Home, which shall ensure that such persons comply with all applicable laws, rules, regulations or decisions of any federal, state, county or municipal governmental authority (including all requirements of state, federal or other grant authorities to ensure a drug-free workplace).

IN WITNESS WHEREOF WE THE UNDERSIGNED have this ____ day of July, 2011, set our hand and seal hereon.

EPWORTH CHILDREN'S HOME

WITNESSES:

Executive Director

RICHLAND COUNTY COUNCIL

WITNESSES:

Chairman

Richland County Council Request of Action

Subject

Agreement between the Midlands Housing Alliance and Richland County, South Carolina [PAGES 42-46]

Hundred Thousand (\$200,000.00) Dollars for the fiscal year 2011/2012, subject to conditions as outlined in paragraph five (5) below. Such funds are to be used as programmatic and operating funds.

- 3) The parties understand that the Midlands Housing Alliance shall submit a budget, and statement of community impact for the complete Two Hundred Thousand (\$200,000.00) Dollar award before disbursement of any funds
- 4) The Midlands Housing Alliance shall request Fifty Thousand Dollars (\$50,000) per quarter for disbursement by submitting a Payment Request Form and required attachments as outlined on the Payment Request Form to the Grants Manager with the quarters being July-September, October-December, January-March and April-June. Each request shall include a balance sheet and detailed list of expenditures for the quarter. The requests for disbursement should be mailed to: Sara Salley, Grants Manager, Richland County Administration, P.O. Box 192, Columbia, SC 29202;
- 5) Yearly allocations of funds are to be expended between July 1 and June 30;
- 6) The parties agree that the Midlands Housing Alliance shall submit a Mid-Year report and required attachments as outlined on the Mid-Year Report form no later than January 31 of each year, and a Final Report and required attachments as outlined on the Final Report form no later than July 31 of each year.
- 7) The parties further agree that Richland County may conduct a financial review of the recipient agency of how the appropriated funds are being spent.
- 8) The parties agree that Richland County's financial contribution is contingent upon the Midlands Housing Alliance obtaining a legally binding financial commitment

from the City of Columbia and Lexington County in an amount greater than or equal to the amount awarded herein and that such matching funding is vital to the success of the organization;

- 9) This Agreement shall remain in full force and effect for fiscal year 2011/2012 provided the Midlands Housing Alliance continues to carry out its above-stated mission and uses the award for operational and programmatic activities. If at any time Richland County Council finds that the awarded funds are not being used in accordance with as outlined above and in the budget provided by the Midlands Housing Alliance, Richland County may terminate this Agreement by providing written notice to the Midlands Housing Alliance. Upon receipt of written notice, the Midlands Housing Alliance shall have thirty days to provide a written response and to provide an accounting herein;
- 10) The parties hereto expressly agree that the tendering of this award by Richland County and the acceptance thereof by the Midlands Housing Alliance in no way creates any agency relationship between the parties or any relationship which would subject Richland County to any liability for any acts or omissions of the recipient entity or entities. The Midlands Housing Alliance shall indemnify and hold harmless Richland County, its parent, subsidiaries and affiliates and all their respective directors, council members, officers, agents and employees (hereafter collectively referred to as the "Indemnatee") from liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of illness, personal injury or death to employees or any other persons, damage to property of Richland County or others or other loss or liability arising from or in

connection with the Midlands Housing Alliance’s performance of any services funded by this award. Further, the Midlands Housing Alliance, at its own expense, shall defend any demand, claim, suit, action or cause of action brought against the Indemnitee where such demand, claim, suit, action or cause of action arises from any cause for which the Indemnitee may be entitled to be indemnified and held harmless pursuant to this agreement, arising from or in connection with such demand, claim, suit, action or cause of action; provided, however, that the Indemnitee shall be entitled to participate in such defense;

- 11) Any such employees, volunteers or persons authorized to conduct or carry out the mission of the Midlands Housing Alliance shall be the sole responsibility of the Midlands Housing Alliance, which shall ensure that such persons comply with all applicable laws, rules, regulations or decisions of any federal, state, county or municipal governmental authority (including all requirements of state, federal or other grant authorities to ensure a drug-free workplace).

IN WITNESS WHEREOF WE THE UNDERSIGNED have this ____ day of July, 2011, set our hand and seal hereon.

MIDLANDS HOUSING ALLIANCE

WITNESSES:

Executive Director

RICHLAND COUNTY COUNCIL

WITNESSES:

Chairman

Item# 10

Attachment number 1
Page 5 of 5

Richland County Council Request of Action

Subject

a. Interview appointments for applicants meeting with the Rules and Appointments Committee will be scheduled at least one week in advance **[MANNING]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda