



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

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

**JUNE 24, 2014  
6:00 PM**

**2020 Hampton Street**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. Regular Session: May 27, 2014 **[PAGES 4-8]**

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. Hospitality Tax Ordinance Agency Procurement **[PAGES 9-19]**
3. Detention Center- Fire Control-Security Control Maintenance Contract **[PAGES 20-37]**

4. Detention Center- HVAC Maintenance Contract [**PAGES 38-72**]
5. Approval of FY 14-15 Budgets within the FY 14-15 Annual Action Plan for Community Development Department Funds [**PAGES 73-76**]
6. Ad Hoc Health Insurance Study Committee [**PAGES 77-79**]
7. Changes to Teleworking and Alternative Work Schedules in Handbook [**PAGES 80-86**]
8. Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II [**PAGES 87-92**]
9. Minimum Residence Requirement for SLBE Program Applicants [**PAGES 93-96**]
10. Extension of EMS Billing Contract [**PAGES 97-124**]
11. Bond Issuance - Capital Project List [**PAGES 125-128**]

## **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 Request of Action

## **Subject**

Regular Session: May 27, 2014 [**PAGES 4-8**]

## **Reviews**

# MINUTES OF



## RICHLAND COUNTY COUNCIL ADMINISTRATION AND FINANCE COMMITTEE TUESDAY, MAY 27, 2014 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.*

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### MEMBERS PRESENT

Chair: Greg Pearce  
Member: Paul Livingston  
Member: Kelvin E. Washington, Sr.

Absent: Joyce Dickerson  
Jim Manning

**ALSO PRESENT:** Bill Malinowski, Norman Jackson, Julie-Ann Dixon, Torrey Rush, Seth Rose, Tony McDonald, Sparty Hammett, Warren Harley, Daniel Driggers, Justine Jones, Geo Price, Ismail Ozbek, John Hixon, Brandon Madden, Chad Fosnight, Monique McDaniels, Kathy Rawls, Wanda Kelly, Brad Farrar, Roxanne Ancheta, Sara Salley, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting started at approximately 6:01 p.m.

### APPROVAL OF MINUTES

**April 22, 2014 (Regular Session)** – Mr. Livingston moved, seconded by Mr. Washington, to approve the minutes as distributed. The vote in favor was unanimous.

### ADOPTION OF AGENDA

The agenda was unanimously adopted as published.

### ITEMS FOR ACTION

**Acceptance of Loan Assistance Funds for Construction of a Portion of the Lower Richland Sewer Project** – Mr. Livingston moved, seconded by Mr. Washington, to forward to Council with a recommendation to approve the resolution to accept the \$577,000 principal

Item# 1

forgiveness loan as offered by SRF and authorize the execution of the loan assistance agreement. The vote in favor was unanimous.

**Coroner-2400: Budget Amendment for FY13-14** – Mr. Washington moved, seconded by Mr. Pearce, to forward to Council with a recommendation to approve the request for additional funds for the Coroner to have adequate funding to pay for part-time personnel services and autopsy services for the remainder of the FY13-14 to prevent a deficit in the Coroner's FY13-14 budget. The vote was in favor.

Mr. Livingston moved, seconded by Mr. Washington, to reorder the agenda to take up the Hopkins Magistrate's Office item in order to accommodate Judge Simon's schedule.

**Hopkins Magistrate Office: Relocation of the Hopkins Magistrate Office, Lease Agreement for 8012 Garners Ferry Road, Suite E, Columbia, SC 29209** – Mr. Livingston moved, seconded by Mr. Washington, to forward to Council with a recommendation to approve the request to relocate the Hopkins Magistrate Office. The vote in favor was unanimous.

**Emergency Services Purchase Orders for 2014-2015** – Mr. Livingston moved, seconded by Mr. Washington, to forward to Council with a recommendation to approve the purchase orders and contracts to have uninterrupted service July 1, 2014. The vote in favor was unanimous.

**Department of Public Works—South Paving Contract Change Order Four** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve Change Order Four in the amount of \$110,655.00. The vote in favor was unanimous.

**South Paving Project Construction Administration** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to table. The vote in favor was unanimous.

**Architectural/Engineering Services for New Coroner's Facility** – Mr. Livingston moved, seconded by Mr. Washington, to forward to Council with a recommendation to approve the request to enter into a contract with GMK Associates in an amount not to exceed \$129,800. A discussion took place.

The vote in favor was unanimous.

**SC Philharmonic Funding Request** – Mr. Washington moved to deny the request. The motion died for lack of a second.

Mr. Livingston moved, seconded by Mr. Pearce, to forward to Council without a recommendation. The vote was in favor.

**Hospitality Tax Ordinance Agency Procurement** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the motion to require Hospitality Ordinance Agencies to adopt County or State procurement guidelines for Richland County spent dollars. A discussion took place.

The vote was in favor.

**Printing and Mailing Operations** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request to allow the Central Services Division to remain part of the Support Services team for FY15, while simultaneously continuing our review and cost improvement plan for our current printing and mail processes. Staff will bring the review back to Council for review, recommendation, and action in the FY16 budget process. A discussion took place.

The vote in favor was unanimous.

**Richland County Office of Small Business Opportunity** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to approve the request for an Office of Business Opportunity which contains the SLBE program and other associated programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive, and compete more equitably for contracts and projects. A discussion took place.

The vote in favor was unanimous.

**Richland County Water/Sewer Industrial Waste User Rates** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council without a recommendation. The vote in favor was unanimous.

**Richland County Utilities Tap Fee Assistance Program** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council without a recommendation. The vote in favor was unanimous.

**Water & Sewer Tap Fee Payment Plan** – Mr. Washington moved, seconded by Mr. Livingston, to forward to Council without a recommendation. The vote in favor was unanimous.

*The committee recessed at 7:00 PM and reconvened at 7:07 PM.*

**Election Commission and Voter Registration Budgets** – Mr. Livingston moved, seconded by Mr. Pearce, to forward to Council with a recommendation to not move forward at this time and, instead, be referred to the FY15 budget process for resolution once the pending legislation has been finalized. The vote in favor was unanimous.

**Donations of Council via Discretionary Accounts** – Mr. Livingston moved, seconded by Mr. Washington, to forward to Council a recommendation to approve, with the exception of Mr. Manning's expenditure, the FY14 donations list included in the agenda packet. A discussion took place.

The vote was in favor.

Mr. Washington moved, seconded by Mr. Livingston, to forward to Council with a recommendation to adopt the proposed policy, which states: "Any donations to a viable organization made by a Council member out of his/her Council Discretionary Account must be approved by the full body at a County meeting. If the item is approved, the Clerk of Council's Office will notify the organization of the approval, and will request the detailed description of the purpose(s) for which the money was used, which is to be submitted at the end of the fiscal year. The Clerk's Office is to maintain this information in their files." Council's current expense account policy should be amended to include this information.

### **ADJOURNMENT**

The meeting adjourned at approximately 7:23 p.m.

Submitted by,

Greg Pearce, Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Hospitality Tax Ordinance Agency Procurement [**PAGES 9-19**]

**Reviews**



# *Richland County Government*

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2050  
Fax: (803) 576-2137  
TDD: (803) 748-4999

## *Office of the County Administrator*

### **MEMO**

To: Richland County Council  
From: Sara Salley, Grants Manager  
Date: June 17, 2014  
RE: Hospitality Tax Procurement Item

During the June 3, 2014 County Council meeting, Council sent the Hospitality Tax Procurement item back to the A&F Committee for more discussion. Council members voiced interest in applying this policy change to not just the three Hospitality Tax Ordinance Agencies, but to all agencies receiving Hospitality Tax.

In FY15, 50 outside agencies will receive Hospitality Tax allocations. These agencies range in size as some are established nonprofits with full time staff and others are small, volunteer nonprofit organizations with no paid staff.

Increasing the number of agencies required to follow the County procurement policy may require an additional staff person needed to monitor this policy as the original monitoring plan only covered three agencies.

As for the mention of SC State Code (Title 11, Chapter 35) in the draft policy, this language was provided by the previous Procurement Director. Title 11, Chapter 35 is the State's consolidated public procurement code that the County's ordinance is based upon. All County's must follow this code and have additional county ordinances that speak to county specific thresholds and procedures.

Staff recommends that if this policy passes for all agencies receiving Hospitality Tax dollars, that this new requirement begin in FY16 for all agencies, and FY15 for the Ordinance Agencies. Agencies who applied for FY15 Hospitality Tax funds in March 2014 did so without knowledge of this possible requirement. Also, time will be needed to educate the agencies on the County's Procurement Code and new procedures.

Item# 2

# Richland County Council Request of Action

**Subject:** Hospitality Tax Ordinance Agency Procurement

**A. Purpose**

County Council is requested to approve a plan to require Hospitality Tax (HTax) Ordinance Agencies to adopt County procurement guidelines for spent dollars.

**B. Background / Discussion**

On September 17, 2013, Council member Rush brought forth the following motion:

“To look at hospitality ordinance agencies adopting county procurement guidelines for spent dollars”

The following plan was presented to Council during the January 2014 Retreat. The goal is for HTax Ordinance Agencies (Columbia Museum of Art, Historic Columbia Foundation, EdVenture) receiving annual HTax dollars to spend those tax funds wisely using fair and competitive procurement practices modeled after the County’s Procurement Ordinance. Per Council’s request, this issue was forwarded back to the A&F Committee and staff prepared a side by side comparison of each Agency’s spending policy and the County’s procurement code. This information is also attached.

**Current Procedures:**

Each year, HTax Ordinance agencies submit a marketing plan and budget request, mid-year reports, and final reports including detailed reporting of HTax expenditures. Agencies also submit a copy of their 990 tax return and an independent audit. County funds are spent according to each Agency’s internal procurement procedures that are approved by their board and outside auditors.

**Draft Procedure:**

All purchases made with Hospitality Tax funds shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendors, and the prevention of conflicts of interest. Towards this end, it shall be the policy of the agency receiving Hospitality Tax funds that, whenever practical, leases, goods, and services required by these agencies shall be procured through a competitive purchasing policy which may be achieved through competitive bidding or through requests for proposals.

All purchases of goods and services shall be made according to the established procurement policy of the grantee, provided that it models Richland County’s Procurement Code (Article X) and/or SC State Code (Title 11, chapter 35). If the grantee has no established procurement policy, it must follow Richland County’s Procurement Code (Article X) and/or SC State Code (Title 11, chapter 35). The grantee’s procurement policy will be reviewed by Procurement staff to assure that it is as restrictive as these standards and it provides fair and open competition. Procurement staff will then report any issues to Administration.

All procurement documentation for items purchased with County funds must be kept on file for three years. All of these records are subject to review by Richland County.

**Monitoring of Procurement Practices:**

- Ordinance Agencies will submit a copy of their procurement code/procedures with their annual marketing and budget request each March. The procedures will be reviewed by Staff to ensure current practices are in line with the County procedures. Inadequacies will be addressed in writing outlining further procedures that need to be put in place to bring the Agency into compliance.
- Staff will review the annual audit of each agency and will report any procurement issues to County Council.
- Staff will perform on-site audits of the ordinance agencies twice per year, after submission of the mid-year reports in January and final reports in July. Staff will review procurement documents for a sampling of purchases made by the Ordinance Agencies. This approach is modeled after sample federal grant audits.

Each Ordinance Agency was asked how this requirement would impact their agency operations. The response from each was that imposing such a requirement would have a negative impact on their agency. A memo from each is attached.

Also, Agencies may come across a conflict when combining County HTax funds with other funds to cover project costs. For example, if they use HTax funds to match Federal grant funds, the Federal grant procurement requirements may take precedence over County requirements.

**C. Legislative / Chronological History**

- Motion by Councilman Rush at the September 17, 2013 Council Meeting
- Item was discussed at the October 22, 2013 A&F Committee and forwarded to full Council with no recommendation.
- On November 5, 2013, Council forwarded this item to Retreat.
- Council sent item back to the A&F Committee at Council Retreat on January 23, 2014.

**D. Financial Impact**

While additional staff time – both Procurement and Administration – will be required, a specific financial impact cannot be determined at this time. It is thought, however, that these additional duties can be absorbed by current staff with no financial impact.

**E. Alternatives**

1. Approve the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars.
2. Do not approve the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars.

**F. Recommendation**

This initial motion was made by Mr. Rush on September 17, 2013. This is a policy decision for Council.

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 5/19/14

Recommend Council approval

Recommend Council denial

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Comments regarding recommendation: As stated, this is a policy decision for Council consideration.

### **Procurement**

Reviewed by Christy Swofford:

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

### **Grants**

Reviewed by: Sara Salley

Recommend Council approval

Comments regarding recommendation: This is a policy decision for Council consideration.

Date: 5/20/14

Recommend Council denial

### **Legal**

Reviewed by: Elizabeth McLean

Recommend Council approval

Comments regarding recommendation: Policy decision left to Council's discretion.

Date: 5/20/14

Recommend Council denial

### **Administration**

Reviewed by: Roxanne Ancheta

Recommend Council approval

Comments regarding recommendation: This is a policy decision of Council.

Date: May 20, 2014

Recommend Council denial

Currently, HTax Ordinance agencies submit a marketing plan and budget request, mid-year reports, and final reports including detailed reporting of HTax expenditures. Agencies also submit a copy of their 990 tax return and an independent audit. County funds are spent according to each Agency's internal procurement procedures that are approved by their board and outside auditors.

If Council chooses to proceed with the requirement that the Ordinance Agencies adopt the County's Procurement guidelines, where feasible, it is recommended that they adopt the proposed monitoring practices outlined in the Request of Action. Further, once the County has its list of Small Local Business Enterprises (SLBE's), we will forward this information to the Ordinance Agencies and request that these SLBE's be utilized whenever possible.



Date: October 28, 2013

To: Sara Salley, Grants and Community Impact Manager, Richland County

From: Karen Brosius, Executive Director, Columbia Museum of Art

Re: Richland County Council Request of Action response

Summary: The Columbia Museum of Art (CMA) currently operates with a finance office staffed by one person, the Director of Finance. Richland County Hospitality Tax funding is used for expenses from five different departments, with the Director of Finance being the only staff member responsible for generating the quarterly payment requests and mid-year/final reports for the H-Tax funding. Richland County H-Tax funding covers around 18% of our annual expense budget.

The Columbia Museum of Art already follows the majority of the guidelines as outlined in Article X. The Museum is governed by a 30-member Board of Trustees, a 12-member Finance Committee consisting of board members and financial experts, Executive Director, and Scott & Company, our external auditor. The Museum has received a clean opinion from its annual audit by Scott & Company for the last several years, with no deficiencies in our procedures and policies.

The primary difference is that we do not have a central procurement office. If competitive purchasing were required, then a new centralized procurement staff position would be needed that would increase our operating expense budget with seemingly little return on investment. Daniel Driggers of the County Finance department seems to recognize that an increase in administrative costs could result from this request, but there would not be sufficient funding available from the County to cover such costs. Presumably, the receiving entities would have to make up any shortfall from other funding sources that would be an additional financial burden in this tight economy.

Direct Response to Sections 2-593 to 2-638:

1. Receiving agencies would adopt guidelines but still act independently of Council
2. Receiving entities would not be required to get approval for purchases from Council
3. Competitive Purchasing Policy:
  - a. Majority of Hospitality Tax-covered expenses could not be procured through a competitive purchasing policy due to the particular nature of our programmatic mission:
    - Exhibition participation fees
    - Shipping providers are frequently specified by the exhibition organizer
    - Conservation work is currently handled by a number of expert professionals in the field who specialize and sub-specialize in a variety of art media. We work primarily with Williamstown Art Conservation Center in Atlanta, who provides the widest range of services in conservation throughout the Southeast and where we have a long-standing account. We also use certified conservators from the Midlands.

- Exhibition installation needs are covered by a few long-used and tested companies that have a clear understanding of CMA's national accreditation requirements for the most professional exhibition and programming presentation that also meets industry and lending-agency standards
  - Marketing decisions and contracts are selected through a strong strategic plan based on tourism, audience development, and historic analysis, with an emphasis on the highest return on investment
  - Facilities and Marketing salaries/benefits
- b. Where applicable, the CMA does use a RFP process:
- For larger entity-wide projects (e.g., outside technology support contract; telephone service; fine art insurance policy periodically through insurance agent)
  - Smaller expenses are not practical for competitive bid policy: everything from linen cleaning to art supplies provided for school tours
- c. We would have to create a new staff position to centralize the procurement process as there is not currently anyone on staff with time available to prepare information for the five departmental areas covered by H-Tax funding: competitive bid requests; evaluate bids; select final bid; and process purchases.
4. Procedural Requirements:
- a. CMA's internal procedure requiring purchase order or similar controlled request form matches Councils
- All purchases are approved by the Department Head
  - All purchases over \$500 are approved by Deputy Director of the Museum
  - All purchases over \$1,000 are approved by the Executive Director
  - All checks are signed by two signees.
    1. \$1,000 and over by Executive Director and Board Treasurer
    2. Less than \$1,000 by Executive Director and Deputy Director
- b. Purchasing files:
- Each department has on file a list of vendors currently used for expenses covered by H-Tax funding and specifications for products used
- c. Conflicts of interest policy already in place
5. Nondiscrimination:
- a. This policy is already in place
6. Minority Procurement Requirements:
- a. We have a number of minority-owned businesses currently in our vendor list that are used frequently. The procurement guidelines outline a minimum of 15% of contracts in excess of \$5,000 being awarded to minority businesses. For the most part, of the expenses covered by H-tax funding, few are in excess of \$5,000, and those that are would most likely be national or international exhibition-organizing agencies, exhibition shipping contracts, collection/exhibition insurance, or media contracts.

**Item# 2**

Attachment number 1  
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Date: October 29, 2013

To: Sara Salley  
Grants Manager, Richland County

From: Robin Waites  
Executive Director, Historic Columbia

Re: Richland County Procurement Procedures

Historic Columbia Foundation (HC) administers a \$1.5 million operating and \$1 million capital budget with one full time employee for whom 75% of her time is dedicated to finance. The organization is not sufficiently staffed to implement the overlay of additional procedures.

The current procurement procedures at HC have been approved by an outside auditor who reviews the books on an annual basis. This audit is made available to the County each year. In reviewing the County procedures, HC already follows many of the guidelines outlined including:

- Competitive purchasing for all contracts for capital projects. For small projects (below \$5,000), HC currently solicits no fewer than three bids for the work. For larger projects HC goes through the process of advertising the job first through RFQ and RFP then formal invitations to bid and the competitive sealed proposal process. HC then works with an attorney to develop contract for work. Payment is made one an architect has signed the release on funds.
- HC has a formal purchase approval process, which includes having a purchase requisition signed by the Department Head and Executive Director before any purchase can be made. Purchases over \$500 must also be signed by a member of the Board Finance Committee. These materials are currently made available to the Grants Manager in reporting expenditures of County funds.

Unless there are particular issues that the County has with HC procedures, we would request that they remain in place.

In the event that Council decides to move forward with the change, the following questions arise:

Would HC have to have purchases approved by County Council?

Would HC adopt County procedures, or would we have to run purchases through the County?

Would this apply to all purchases, health insurance, IT support, security monitoring, etc., or just to purchases specifically for the building and grounds of WW and HP?

How would the County verify compliance? If there would be additional reporting we would need to have clarity of this from the outset.

If the change were made, would HC have access to the County vendor list and be considered "County" when making purchases thereby utilizing any County discounts

Would HC have access to the central state purchasing office?





**Date:** October 29, 2013

**To:** Sara Salley  
Grants Manager, Richland County

**From:** Catherine W. Horne  
President and CEO, EdVenture Children's Museum

**Re:** Richland County Procurement Procedures

EdVenture administers a \$5 million budget with one full time employee whose time is dedicated to procurement and accounts payable. The organization is currently not sufficiently staffed to implement the overlay of additional procedures.

The current procurement procedures at EdVenture have been approved by an outside auditor and Board of Trustees. EdVenture conducts an independent audit annually. This audit is made available to the public each year. In reviewing the County procedures, EdVenture already follows many of the guidelines outlined including:

- EdVenture has a purchasing policy. All purchases require a purchase requisition that has to be approved by a Director before a purchase is made. If the purchase is over \$500 our CFO is required to approve. If the purchase is over \$1500 the CEO is required to approve. Our Chair of the Board is also required to sign every check over \$2,500 along with the CEO. EdVenture uses a coding system to determine which funds should be expensed to applicable grants.
- EdVenture also implements a competitive procurement process for purchases over \$1,000. All purchase request or contracts must be submitted with three competitive quotes from different vendors. If there is no other available vendor this must be documented on the request.
- Competitive purchasing for all contracts for capital projects. For larger projects over \$5,000 EdVenture goes through the process of advertising the job first through RFQ and RFP, then formal invitations to bid and the competitive proposal process. EdVenture then works with an attorney to develop contracts for work.

Unless there are particular issues that the County has with EdVenture procedures, we would request that they remain in place.

In the event that Council decides to move forward with the change, the following questions arise:

1. Would H- Tax funds be available to pay for additional staff and technology to perform additional procedures?
2. Would this apply to all purchases, health insurance, IT support, security monitoring, etc., or just to purchases specifically for H-Tax expenditures.
3. Would EdVenture adopt County procedures, or would we have to run purchases through the County?
4. If the change were made, would EdVenture have access to the County vendor list and be considered "County" when making purchases thereby utilizing any County discounts?
5. Would EdVenture have to have purchases approved by County Council? If so, what will be the threshold amount?
6. How would the County verify compliance? If there would be additional reporting we would need to have clarity of this from the outset?
7. Would EdVenture have access to the central state purchasing office?

Item# 2

### Ordinance Agency Procurement Policy Comparisons

RICHLAND COUNTY 2-593 Contract Authority		HISTORIC COLUMBIA FOUNDATION		EDVENTURE		COLUMBIA MUSEUM OF ART	
Competitive Procurement Thresholds:		Competitive Procurement Thresholds:		Competitive Procurement Thresholds:		Competitive Procurement Thresholds:	
≤ \$1,500	3 Quotes, telephonic is acceptable	≤ \$500	3 Quotes, Approval by Department Head & Executive	≤ \$500	No competitive process. CFO must approve.	All purchases*	No competitive process. Approved by Dept Head
\$1,500.01-\$14,999.99	Requires 3 written quotes	\$500-\$4,999.99	3 Quotes, Approval required by Dept Head, Exec Dir & Board Finance Committee	\$501-\$1,500	No competitive process. CEO must approve.	>\$500	No competitive process. Approved by Deputy Director
\$15,000-\$100,000	Requires formal solicitation & County Administrator approval	> \$5,000	Formal solicitation req'd. Approval required by Dept Head, Exec Dir & Board Finance	\$1,501-\$2,500	Requires 3 Quotes. CEO must approve.	>\$1,000	No competitive process. Approved by Executive Dir.
≥ \$100,000.01	Requires formal solicitation & County Council approval			>\$2,500	Formal solicitation issued. Requires approval from CEO and Board Chair	"Larger" projects (ie technology support, fine art insurance)	Follow RFP process, but that process is undefined
							*Due to the sensitive nature of the types of procurement, competition is not conducive to the mission of CMoA.

Item# 2

# Richland County Council Request of Action

**Subject**

Detention Center- Fire Control-Security Control Maintenance Contract **[PAGES 20-37]**

**Reviews**

# Richland County Council Request of Action

**Subject:** Detention Center- Fire Control-Security Control Maintenance Contract

## **A. Purpose**

County Council is requested to approve the Fire and Security Control Maintenance Contract renewal for the Detention Center, in the amount of \$333,535.00. The attached service agreement includes all services and equipment to be covered in maintenance contract.

## **B. Background / Discussion**

This contract will provide the Detention Center with continued maintenance services in accordance with the attached service agreement. This request is for the annual contract renewal based on satisfactory performance.

A Request for Proposal (RFP) for this contract was posted by Procurement. Honeywell was the only vendor that responded to the RFP. This response was posted by Procurement on April 3rd, 2014. The contracted services will provide safety, quality assurance, and cost reductions for life safety and equipment protection for our Fire and Security controls.

Services provided, including materials and equipment, will be in accordance with current Fire Code and Building Code regulations for I3 Institutional facilities, and will remain in compliance with current and revised regulations as they are posted. The contract provider will be certified, and will maintain certification for Fire and Building Code regulations and keep the Detention Center in compliance with all Fire Marshal and South Carolina Department of Corrections Compliance, Standards and Inspections requirements. Contract will provide the following:

### **Contract Coverage Summary**

- **Fire Alarm Maintenance, Test and Inspect Services**
  - Maintain the fire alarm system components and software detailed in scope of work.
  
- **Security System Inspect Services**
  - Maintain security system hardware and software found in the scope of work.
  
- **HVAC Automation System Inspect Services**
  - Maintain building automation system hardware and software found in the scope of work. (Note: HVAC equipment relating to peripherals for Fire protection requirements. General HVAC is under a separate contract.)

The attached work agreement includes all service requirements.

## **C. Legislative / Chronological History**

This is a staff-initiated request with no legislative history.

## **D. Financial Impact**

Item# 3

The funding for this project will come from the Detention Center's current allocated budget. The estimated expenditure is \$ 333,535.00 requested in account # 110020000522600 Service Contracts.

**E. Alternatives**

1. Approve the Fire and Security Control Maintenance Contract renewal to Honeywell at the Detention Center, in the amount of \$ 333,535.00
2. Do not approve the Fire and Security Control Maintenance Contract renewal to Honeywell at the Detention Center, in the amount of \$ 333,535.00

**F. Recommendation**

1. It is recommended that the County Council approve the Fire and Security Control Maintenance Contract renewal to Honeywell at the Detention Center, in the amount of \$ 333,535.00

Recommended by: Ronaldo D. Myers Department: Detention Center Date: 05/16/2014

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers Date: 5/30/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Christy Swofford Date: 6/3/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 6/10/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, Legal requests that Council merely approve the funding and award of a contract with Honeywell. The specifics of the contract would then be vetted through Procurement and Legal, as is the usual standard procedure.

**Administration**

Reviewed by: Warren Harley Date: 6/10/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Detention Center-Fire Control-Security Control & HVAC Control Service Contract  
Scope of Work**

**Service Agreement**

Scope of work: Provider shall provide the following equipment and services in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

**QUALITY ASSURANCE**

A. All work shall be performed in strict accordance with the manufacturer's written instructions.

**WARRANTY**

A. PROVIDER shall guarantee that materials are free from defects and comply with manufacturer's published specifications.

B. PROVIDER shall warranty against faulty workmanship for a period of One (1) year from substantial completion of the project. PROVIDER will replace or repair any product provided under this agreement that fails within the warranty period due to defective workmanship or materials, except to the extent of customer negligence, or from fire, lighting, water damage, or any other cause beyond the control of PROVIDER. This warranty applies to all products equipment or materials provided in this agreement, whether or not they were supplied by PROVIDER. The warranty is effective as of the date of CUSTOMER acceptance.

**MATERIALS**

- All materials and equipment will be in accordance with current Fire Code and Building Code regulations. Document any revisions to existing approved fire protection or Security Controls for Detention Center and submit for approvals by State Fire Marshal's office.

**Contract Coverage Overview**

X	<b>SECTION 1</b> Fire Alarm Maintenance, Test and Inspect Services
X	<b>SECTION 2-</b> Security System Inspect Services
X	<b>SECTION 3-</b> HVAC Automation System Inspect Services

**SECTION 1 -Fire Alarm Maintenance Services**

**1.1** Scope- Provider will maintain the fire alarm system components and software listed below:

**Fire Equipment Locations**

<b>Ph 1-2 Housing</b>	Alpha	Bravo	Charlie	Delta	Echo	Foxtrot	Yankee	X-Ray	SHU
<b>Ph 3 Housing</b>	Golf	Hotel	India	Juliet					
<b>Ph 1-3 Other</b>	Juvenile	Kitchen	Intake	Docks	32 Hallway	Admin	Court Area	Training	Weight Rm
<b>Ph 1-3 Other</b>	Medical	Discharge	Lobby	Locker Rms	Maintenance	Central Ctl	Elec. Rms	Mech. rms	Corridors
<b>Ph 4 Housing</b>	Tango								
<b>Ph 5 Housing</b>	Mike	Papa	Uniform	Kilo	Lima	Mech. rms	Corridors	Mech. rms	
<b>Ph 5 Other</b>	Boiler Rm								

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**List of Covered Equipment: Overview and details**

<b>ID BY PANEL LAYOUT</b>
CENTRAL-ADMIN COURT AREAS,
JUVENILE
PH 1 HOUSING
PH 2 HOUSING
PH 3 HOUSING
PH 4 HOUSING
PH 5 HOUSING

<b>Quantity</b>	<b>Description</b>	<b>Model Number</b>	<b>Location</b>
1	Honeywell		Phase 1-3
1	ADT Fire Panel	2000	Phase 4
1	Simplex Grinnell	4100U	Phase 5

<b>PH 1-3 FIRE CONTROL EQUIPMENT LISTING</b>		
<b>QUANTITY</b>	<b>MODEL NUMBER</b>	<b>DESCRIPTION</b>
		<b>GRAPHIC ANNUNCIATOR</b>
1	XLS	Graphic Enunciator
		<b>CENTRAL CONTROL (FIELD)</b>
2	XLS-ABS-2D	Enunciator surface (or semi-flush) mount INA, ACS or SCS backbox, black
2	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator, Honeywell
21	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
102	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
5	TC809A105 9	Intelligent Monitor Module, DLIP and Flash Scan Protocol
9	TC810R102 4	Relay Module, CLIP and Flash Scan Protocol
36	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
		<b>CENTRAL CONTROL (PANEL)</b>
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).

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2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1) or panel positions (previously BM-1)
1	BP-4	Battery Dress plate. Covers bottom row of an XSL140 System
2	DP-1B	Blank Plate, same as DP-1 .
1	LEM-320	Loop Expander Module. Mounts as daughter board to LCM-320 to provide even numbered SLC loops
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis .- Central processing
1	DP-DISP2	Dress Plate used when XLS140-CPU2 is mounted on top row. -
1	KDM-R2	Keyboard Display Module; For XLS140-CPU2 80-character display and QWERTY programming keypad included. - Keyboard Di
1	NCA/640-2-KIT	Mounting Kit for directly mounting XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
<b>DUCT DETECTORS (PARTS)</b>		
40	TC810R102 4	Relay Module, CLIP and Flash Scan Protocol
40	DNR	InnovairFlex intelligent duct detector, non-relay, does not include head. - InnovairFlex intelligent duct detector, non-relay,
40	DST10	InnovairFlex sampling tube, steel, 10' with holes - InnovairFlex sampling tube, steel, 10' with holes
40	TC806DNR	Intelligent photoelectric smoke detector with remote test capability in duct applications. Used with DNR, DNRW – Intelligent
<b>DUCT DETECTOR (FIELD)</b>		
36	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
72	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
3	TC809A105 9	Intelligent Monitor Module, CLIP and Flash Scan Protocol
23	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
<b>DUCT DETECTOR (PANEL)</b>		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet,
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).
2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1) or panel positions

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		(previously BM-1)
1	BP-4	Battery Dress plate. Covers bottom row of an XSL140 System
2	DP-1B	Blank Plate, same as DP-1
1	LEM-320	Loop Expander Module. Mounts as daughter board to LCM-320 to provide even numbered SLC loops
1	SBB-C4	Backbox, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control enunciator, Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis.
1	DP-DISP2	Dress Plate used when XLS140-CPU2 is mounted on top row. -
1	NCA/640-2-KIT	Mounting Kit for directly mounting XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
<b>JUVENILE (FIELD)</b>		
5	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
39	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
3	TC809A105 9	Intelligent Monitor Module, CLIP and Flash Scan Protocol
12	TC810R102 4	Relay Module, CLIP and Flash Scan Protocol
15	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
<b>JUVENILE (PANEL)</b>		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140.
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).
2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1) or panel positions (previously BM-1)
1	BP-4	Battery Dress plate. XSL140 System
2	DP-1B	Blank Plate, same as DP-1
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis. - Central processing
1	DP-DISP2	Dress Plate used when XLS140-CPU2
1	NCA/640-2-KIT	Mounting Kit for directly mounting XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.

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<b>PHASE 2 (FIELD)</b>		
12	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
121	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
18	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
<b>PHASE 2 (PANEL)</b>		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).
2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1)
1	BP-4	Battery Dress plate. Covers bottom row of an XSL140 System
2	DP-1B	Blank Plate, same as DP-1
1	LEM-320	Loop Expander Module. Mounts as daughter board to LCM-320 to provide even numbered SLC loops
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator, Honeywell
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis.
1	DP-DISP2	Dress Plate used when XLS140-CPU2 is mounted on top row.
1	NCA/640-2-KIT	Mounting Kit for XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
<b>PHASE 3 (FIELD)</b>		
1	BB-XP	Cabinet for two XP boards, surface mount
2	XP6-R	XP6 Transponder Relay Module, 6 circuits Class A or B
10	S464G1007	Intelligent Pull Station, CLIP and Flash Scan Protocol
76	TC806B107 6	Intelligent Photoelectric Smoke Detector - Intelligent Photoelectric Smoke Detector
4	TC809A105 9	Intelligent Monitor Module, CLIP and Flash Scan Protocol
18	P4R	Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,15/75,30,75,110,115, cd - Horn/Strobe, 12/24 Volt, Red, Multi-Candela 15,1
<b>PHASE 3 (PANEL)</b>		
2	PS1255OU	Battery 12v 55Ah w/nut & bolt terminals
1	DTK-120HW	120VAC IN-LINE SURGE - 120VAC IN-LINE SURGE
1	XLS-LBB	Battery Cabinet, Black
1	CHS-M2	Chassis Assembly - 1st row; order one for each XLS-140
2	NCM-F	Network Control Module - fiber; order one NCM per network node (XLS140-CPU or XLS-NCA).

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2	BMP-1	Blank module dress plate; used to cover enunciator positions (previously ABM-1)
1	BP-4	Battery Dress plate.bottom row of an XSL140 System
2	DP-18	Blank Plate, same as DP-1
1	SBB-C4	Back box, 3 rows, black
1	XLS-DR-C4	Door, lock & keys Accepts 3 chassis, black, C size
1	XLS-NCA2	Network Control Enunciator, Honeywell - Network Control Enunciator
1	XLS140-CPU2	Central processing unit for the XLS140-CPU2 with integral 120V power supply, includes CHS2-M2 Chassis.
1	DP-DISP2	Dress Plate XLS140-CPU2 is mounted on top row. - Dress Plate used when XLS140-CPU.
1	NCA/640-2-KIT	Mounting Kit for XLS-NCA-2 to the CHS-M2 chassis for the XLS140-CPU2.
<b>Smoke Detector Bases</b>		
41	B210LPBP	Bulk pack (10 per package) of B210LP

<b>EBI Work Station</b>		
4	14507678-001	Surge Protector
1	14506680-002	Multi Ch Gateway /XBS (ONLY) Base Assembly
1	14507540-008	UL/ULC EPSON FX890 NC Printer, PARA/USB
1	NCM-F	Network Control Module –Fiber, (1) NCM per network node(XLS140-CPU or XLS-NCA)
1	14507770-001	CISCO 2955 12TX PT SWITCH-
1	50017287-003	""19"" UL FIRE MONITOR
1	W7063B2011/U	UL-ULC DELL OPT780PC WORKSTATION
1	Q7055C1034/U	PANEL-MOUNT VERSION OF FNA (FIRE NETWORK ADAPTER)

#### **Ph 4 Fire Control Equipment listing**

<b>QUANTITY</b>	<b>MODEL NUMBER</b>	<b>DESCRIPTION</b>	
5	ADT 2000	<b>Manual pull stations.</b>	
22	ADT 2000	Photo Detectors.	
2	ADT 2000	Valve , Tamper, Sprinkler	
1	ADT 2000	Switch, Waterflow	

#### **Ph 5 Fire Control Equipment listing**

<b>QUANTITY</b>	<b>MODEL NUMBER</b>	<b>DESCRIPTION</b>	
		<b>INITIATING DEVICES</b>	
1	4603-9101	LCD ANNUNCIATOR	
18	4099-9001	STATION, SA,ADDRESS,IDNET	
177	4098-9714	SSD PHOTO SENSOR	

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263	4098-9792	SSD SENSOR BASE	
86	4098-9733	SSD HEAT SENSOR	
28	4098-9614	SSD HEAT DET 200 FX	
28	4098-9788	SSD 2-WIRE DET REM LED BASE	
37	4090-9001	IAM SUPERVISED IDNET	
8	4098-9756	DUCT SENSOR HOUSING 4-WIRE	
8	2098-9797	SAMPLING TUBE 49"	
8	4081-9008	EOL, 10K, 1/2W	
8	2098-9806	REMOTE TEST STA RED LED KEY SW	
6	2088-9608	DOOR HOLDER, SEMI-FLUSH	
3	4090-9002	IAM RELAY, IDNET	
2	2081-9275	12VDC BATTERY 18AH	
2	2975-9426	3 BAY BB/DOOR/DRESS PNL BEIGE	
		<b>MAIN PANEL</b>	
1	4100-9111	4100U PRECONFIG. DOMESTIC 120V	
2	4100-0634	POWER DISTRIBUTION MODULE 120V	
1	4100-0636	BOX TO BOX HARNESS KIT	
40	4100-1279	2" BLANK DISPLAY MODULE	
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT	
5	4100-2300	EXPANSION BAY (PHASE 10 ONLY)	
1	4100-3104	IDNET MODULE UP TO 127 POINTS	
1	4100-5111	X SOS PWR, IDNET, 3 NACS, 120V	
2	4100-5128	BATTERY DIST TERM MODULE	
1	4100-6052	EVENT REPORTING DACT	
2	4100-2153	INDICATOR ONLY 3 BAY GLASS	
1	4100-7905	FACTORY BUILT-MAIN CONFIGURED	
		<b>SIGNALS</b>	
4	PS-12/24-8	PS 8A w/WHEELLOCK 2-WIRE SYNC M	
31	AS-24MCW-FR	HORN STROBE SELECT CAND, 24 VDC	
4	WPBB-R	WP BACKBOX FOR ASWP	
33	AS-24100C-FR	24 VDC, 100 CANDELA, RED	
39	RSS-24MCW-FR	MULT CD STR, 24 VDC, WM, RED	
8	2081-9274	BATTERY 10AH	

**List of Covered Software:**

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1	HMIWebGraphi	Honeywell 2013	EBI Web Graphics	Phase 1-3
			EBI License upgrade	

**1.2 Preventative Maintenance-** Each preventative maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the

special tools and instrumentation required to maintain the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

**1.2 Testing-** PROVIDER will perform one (1) test per year per initiating device and required peripherals, and, at CUSTOMER'S request, furnish a written report certifying that such have been completed. PROVIDER will test the fire alarm system: in accordance with the schedule and tasks outlined in NFPA 72 (Current version), (National Fire Alarm Code) in the United States and in accordance with ULC Standards For The Inspection And Testing Of Fire Alarm Systems, using the date of the contract execution or renewal as the starting date for determining when each test must be conducted except as described below:

-CUSTOMER will perform required testing of water flow devices, fire pump monitoring and valve tamper/ supervisory devices.

- CUSTOMER will perform required visual inspections of smoke detectors; Provider will conduct only required functionality and sensitivity testing.

CUSTOMER will perform required testing of visual and audible notification appliances.

**1.4 Hardware Support** – Provider will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

**PROVIDER** will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required maintaining CUSTOMER'S system. At PROVIDER'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of the PROVIDER.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot in the sole or exclusive opinion of PROVIDER, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, PROVIDER may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and PROVIDER shall adjust the price accordingly. On systems that require compliance with Underwriter Laboratory (UL) standards, only Underwriters laboratory-approved products will be used for component replacement.

**1.5 Software Support-** PROVIDER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard PROVIDER software that may be periodically created by PROVIDER to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

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CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER’S system. PROVIDER shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, PROVIDER will provide documentation to operate all PROVIDER’S licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

**1.6 Emergency Service-** Should an emergency arise, PROVIDER personnel will assess the situation either by phone or remote diagnostics, or both, and will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires PROVIDER to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement.

<b>X</b>	<b>Continuous Emergency Service:</b> 24 hours per day, seven days per week, federal holidays included
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**1.7 Performance Review** – A review of the Services provided within this Agreement will be performed by PROVIDER on an annual basis at CUSTOMER’S request. PROVIDER and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**SECTION 2 -Security System Inspect Services**

**2.1 Scope** – PROVIDER will maintain security system hardware and software found in the List of Covered Equipment and Software below.

**List of Covered Equipment: Overview and details**

<b>Security Equipment Phases 1-5</b>
1. Netgear Ethernet Switch 10 Ea.
2. Blackbox Fiber to Ethernet Converter 10 Ea.
3. Bridgeway 1Ea.
4. Comtrol Serial to Enet Converter 1 Ea.
5. Visimate Matrix Video Bridge 2 Ea.
6. 19” Pelco Video Monitors 15 Ea.
7. Allen Bradley PLC 4Ea.
8. OV16 Output Allen Bradley 14 Ea.
9. BV8VX Output Allen Bradley 39 Ea.
10. OB16 Input Allen Bradley 37 Ea.

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11. 16 BVOX Input Expansion Allen Bradley 82 Ea.
12. 16BVO Input Allen Bradley 75 Ea.
13. B16X Out Expansion Allen Bradley 40 Ea.
14. OV16X Out Expansion Allen Bradley 37 Ea.
15. OB16P Allen Bradley 3 Ea.
16. 8BV8B Allen Bradley 1 Ea.
17. 8BVBVX Allen Bradley 24 Ea.
18. Intergral {Pelco} 16 Input DVR 10 Ea.
19. Dukane Paging Relay Cards 9 Ea.
20. Dukane Intercom Relay Card 30 Ea.
21. Dukane Talk Back Amp 22 Ea.
22. Dukane Paging Amp 9 Ea.
23. Omron Relay blocks 416 Ea.
24. Bosch Video Switch LTC 8800 2 Ea.
25. Pelco VCR 7 Ea.
26. Bosch Video Keyboard LTC 8555 3 Ea.
27. 24 VDC Power Supply 30 Ea.
28. Pelco 24Vac Camera Power Supply 12 Ea.
29. Auto Patch Rack #01988301001Epic120301 1 Ea.
30. Bosch Video Patch Panel 7 Ea.
31. Utility Control Relays 192 Ea.
32. Watchdog Control Allen Bradley 3 Ea.
33. Control Serial Gateway 4 Ea.
34. Commander To Commander Audio Boards 5 Ea.
35. Informer Audio Boards 7 Ea.
36. Bosch LTC 8568 Signal Distribution Unit 2 Ea.
37. Dell Computer Server 1 Ea.
38. Pelco Fixed Camera 136 Ea.
39. Pleco PTZ Camera 20 Ea.
40. Perimeter Personal Duress 110 Ea.
41. Door Position Switch 75 Ea.
42. Intercom Station 593 Ea.
43. Guard Tour Buttons 146 Ea.
44. Folger Adams Lock with DPS {Pneumatic} 153 Ea.
45. Folger Adams Sliding Door {Pneumatic} 37 Ea.
46. Airteq Door Locks with DPS {Pneumatic} 417 Ea.
47. Airteq Sliding Door {Pneumatic} 8 Ea.
48. Airteq Door Lock 24 VDC 7 Ea.
49. Locknetics Door Magnet Holder 4 Ea.
50. Video Visitation Booth 101 Ea.
51. Muxlab Video/Audio Balin 202 Ea.
52. Dell Computer Station with Mic, Push to talk button and Prox Reader 25 Ea.
53. NEC Touch Screen Monitor with Sound Bar 25 Ea.
54. Paging Speakers 250 Ea.
55. Emergency Buttons {Panic} 25 Ea.
56. Device net Module 4 Ea.
57. IFS Video Receiver 4 Channel Coax to Fiber 6 Ea.
58. IFS Video Transmitter 4 Channel Coax to Fiber 6 Ea.

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**2.2 Preventive Maintenance-** Unless noted by exception, maintenance intervals will be determined by equipment, application, location and PROVIDER'S computer data bank of maintenance experience and manufacturer's specifications, according to PROVIDER'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

PROVIDER will review current data and applications and will verify correct operation of connected security equipment.

**2.3 Testing-** PROVIDER will perform one (1) tests per year per initiating device and, at CUSTOMER'S request, furnish a written report certifying that such have been completed.

**2.4 Hardware Support –** PROVIDER will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

PROVIDER will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At PROVIDER'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of the PROVIDER.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot in the sole or exclusive opinion of PROVIDER, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, PROVIDER may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and PROVIDER shall adjust the price accordingly.

**2.5 Software Support-** PROVIDER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard PROVIDER software that may be periodically created by PROVIDER to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. PROVIDER shall not be responsible to provide any improvements,

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functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, PROVIDER will provide documentation to operate all PROVIDER’S licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

**SECTION 3 HVAC Automation Maintenance Services**

**3.1 Scope** – PROVIDER will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

**List of Covered Equipment:**

**Phase 1 and 2 HVAC Controls**

Quantity	Description	Model Number	Location
61	Wall Module Analog Inputs	T7770	ASGDC
31	HW Controllers	XL100	ASGDC
51	Duct Sensors	C7041	ASGDC
32	Analog Inputs	C7041J	ASGDC
2	Building Network Adapters	Q7055	ASGDC
8	Fiber Optic Multi Mode Transmission	XL5000-1400	ASGDC
61	VAV Controllers	W775	ASGDC
2	CRT Screens for EBI System	14507608	ASGDC
1	Computer for EBI Server	W7064	ASGDC
1	UL8 Port Hub	14507719	ASGDC
1	Computer EBI Work Station	W7063	ASGDC

**Phase 3 and 5 HVAC Controls**

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
Current Version Work Pkg	1	Trane	4020-1111	Summit	ASGDC

Description	Quantity Per Term
Summit Inspection	1
MP501 Midseason Inspection	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
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Zone Sensor- Tracer ZN521	1	Trane	4950-0470	E05C05069	Phase 3
Zone Sensor- Tracer ZN522	1	Trane	4950-0470	E05C05070	Phase 3
Zone Sensor- Tracer ZN523	1	Trane	4950-0470	E05C05071	Phase 3
Zone Sensor- Tracer ZN524	1	Trane	4950-0470	E05C05072	Phase 3
Zone Sensor- Tracer ZN525	1	Trane	4950-0470	E05C05073	Phase 3
Zone Sensor- Tracer ZN526	1	Trane	4950-0470	E05C05074	Phase 3
Zone Sensor- Tracer ZN527	1	Trane	4950-0470	E05C05075	Phase 3
Zone Sensor- Tracer ZN528	1	Trane	4950-0470	E05C05076	Phase 3
Zone Sensor- Tracer ZN529	1	Trane	4950-0470	E05C05077	Phase 3
Zone Sensor- Tracer ZN530	1	Trane	4950-0470	E05C05078	Phase 3
Zone Sensor- Tracer ZN531	1	Trane	4950-0470	E05C05079	Phase 3
Zone Sensor- Tracer ZN532	1	Trane	4950-0470	E05C05080	Phase 3

**Description**

Inspections

**Quantity Per Term**

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
MP581 Tracer Summit E05B08527	1	Trane	MBTM000AA0A0	E05B08527	Phase 3
MP581 Tracer Summit E04G05300	1	Trane	MBTM000AA0A1	E04G05300	Phase 5
MP581Tracer Summit E04G05301	1	Trane	MBTM000AA0A1	E04G05301	Phase 5

**Description**

Annual Inspection

MP503 Operating Inspection

**Quantity Per Term**

1

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
Tracer Summit BCU E04G05554	1	Trane	BMTW000AA0A0 2005A87010	E04G05554	BCU-1

**Description**

Annual Inspection

Operating Inspection

**Quantity Per Term**

1

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
MP580 Factory Installed on AH-2	1	Trane	MCCU MCCB A 08	N/A	MP580 ON AH 2

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MP580 Factory Installed on AH-1	1	Trane	MCCU MCCB A 08	N/A	MP580 ON AH 1
MP580 Factory Installed on AH-6	1	Trane	MCCU MCCB A 10	N/A	MP580 ON AH 6
MP580 Factory Installed on AH-4	1	Trane	MCCU MCCB A 17	N/A	MP580 ON AH 4
MP580 Factory Installed on AH-3	1	Trane	MCCU MCCB A 17	N/A	MP580 ON AH 3

**Description**

MP503 Operating Inspection

**Quantity Per Term**

2

**List of Covered Software:**

Drawing Number(s) and date(s) if applicable				
Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R310	EBI Software	ASGDC

**3.2 Coverage** – Unless noted by exception, maintenance intervals will be determined by equipment, application, location and PROVIDER’S computer data bank of maintenance experience and manufacturer’s specifications, according to PROVIDER’S best judgment.

After each service call is completed, detail from the service report will be provided to CUSTOMER.

PROVIDER will review current data and applications and will verify correct operation of connected HVAC equipment.

**3.3 Hardware Support** – PROVIDER will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

PROVIDER will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At PROVIDER’S sole discretion, marginal components may also be

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repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of the PROVIDER.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot in the sole or exclusive opinion of PROVIDER, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, PROVIDER may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and PROVIDER shall adjust the price accordingly.

**3.4 Software Support** - PROVIDER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard PROVIDER software that may be periodically created by PROVIDER to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

#### **ADDITIONAL INFORMATION**

- A. Richland County IT Department will provide the following supporting services as indicated:
  - a. Network connections IT Server, communications as required.
  
- B. Richland County Facility Maintenance will provide the following supporting services as indicated:
  - a. Electrical circuit(s) with power of 110 Volts, 1 phase, and 20 Amps continuous operating current.
  - b. Toilet facilities in the building provided for contractors.
  - c. Storage space in the building, securable against illegal or unauthorized entry, for product, equipment and machinery
  - d. Access to workspaces on weekends for continuity of product installation if applicable.
  - e. Detention Center will provide storage and removal of all surplus equipment removed from service.
  - f. Detention Center will provide (UPS) Uninterruptible Power Supply) and surge protection equipment as required.

# Richland County Council Request of Action

**Subject**

Detention Center- HVAC Maintenance Contract [**PAGES 38-72**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Detention Center- HVAC Maintenance Contract

### **A. Purpose**

County Council is requested to approve the Heating, Ventilation, and Air Conditioning systems (HVAC) Maintenance contract renewal at the Detention Center, in the amount of \$186,840. The attached work agreement includes all services and equipment to be covered in the maintenance contract.

### **B. Background / Discussion**

This contract will provide the Detention Center with maintenance services in accordance with the attached work agreement. This request is for the annual contract renewal. The maintenance contract services have been in place since the operational start date of this facility.

The Request for Proposals (RFP) for this contract was posted in 2013, and evaluations for proposals were completed by April 29<sup>th</sup>, 2014. The responses were posted by Procurement during the 1<sup>st</sup> quarter of 2014. W.B. Guimarin & Co., Inc. was the vendor selected. Contractor selection was based on experience in Industrial systems HVAC, and costs relating to labor rates and material markups combined. Also, this contractor has service history with correctional facilities, including the Detention Center.

All services, including materials and equipment, will be in accordance with current Federal Occupation Safety and Health Administration (OSHA) and National Building Code regulations for I3 Institutional facilities, and will remain in compliance with current and revised regulations as they are posted. The contract provider will be certified and maintain certification for OSHA, Fire and Building Code regulations, as they pertain to Air Control and Monitoring systems, and keep the Detention Center in compliance with all OSHA, Fire Marshal and South Carolina Department of Corrections Compliance, Standards and Inspections. The attached work agreement includes all service requirements.

The contractor will provide the following equipment and services in accordance with the attached work agreement.

- QUALITY ASSURANCE
- TEST AND INSPECT
- PREDICTIVE MAINTENANCE
- REPAIR AND REPLACE
- EMERGENCY CALLS:
- CONTINUOUS EMERGENCY SERVICE:

**C. Legislative / Chronological History**

This is a staff-initiated request with no legislative history.

**D. Financial Impact**

The funding for this project will come from the Detention Center’s current allocated budget. The estimated expenditure is \$186,840 requested in the account # 1100210000522600, Service Contracts.

**E. Alternatives**

- 1. Approve the HVAC Maintenance Contract renewal to W.B. Guimarin & Co., Inc. at the Detention Center, in the amount of \$186,840.
- 2. Do not approve the HVAC Maintenance Contract renewal to W.B. Guimarin & Co., Inc. at the Detention Center, in the amount of \$186,840.

**F. Recommendation**

- 1. It is recommended that the County Council approve the HVAC Maintenance Contract renewal to W.B. Guimarin & Co., Inc. at the Detention Center, in the amount of \$186,840.

Recommended by: Ronaldo D. Myers Department: Detention Center Date: 05/16/2014

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers Date: 5/30/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Christy Swofford Date: 6/3/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 6/10/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, Legal requests that Council merely approve the funding and award of a contract with the vendor. The specifics of the contract would then be vetted through Procurement and Legal, as is the usual standard procedure.

**Administration**

Reviewed by: Warren Harley Date: 6/10/14  
 Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

**Alvin S. Glenn Detention Center-HVAC Maintenance Service Contract  
Scope of Work**

Service Agreement

Scope of work: Provider shall provide the following equipment and services in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

**QUALITY ASSURANCE**

A. All work shall be performed in strict accordance with the manufacturer's written instructions.

VENDOR WILL PROVIDE THE FOLLOWING PREFERRED MAINTENANCE SERVICES ON THE MECHANICAL EQUIPMENT LISTED ON THE PAGES OF INVENTORY.

**TEST AND INSPECT:** ALL OF THE TRAVEL EXPENSES AND LABOR, PROGRAM LABOR, AND TOOLS NECESSARY TO VISUALLY TEST AND INSPECT LISTED EQUIPMENT IN ORDER TO ACCESS ITS' EFFICIENCY AND GENERAL WORKING CONDITION. THESE ACTIVITIES MAY INCLUDE:

- **TESTING FOR** GENERAL OPERATION AND CONDITION, REFRIGERATION CHARGE, REFRIGERATION OIL, EXCESSIVE NOISE AND VIBRATION, READ AND RECORD COMPRESSOR AMPERAGE, CHECK SUPERHEAT, READ AND RECORD MOTOR AMPERAGE, SUPPLY AND RETURN AIR TEMPERATURES, OPERATION OF SAFETY CONTROLS, COMBUSTION AND DRAFT, FUEL/ AIR MIXTURE, SAFETY INTERLOCKS, ETC.
- **INSPECTING FOR** QUESTIONABLE OR BROKEN COMPONENTS, COIL CLEANLINESS, CONDENSATE PAN AND DRAIN FOR CLEANLINESS, BLOWER WHEEL INTEGRITY, BELT AND PULLEY CONDITION, WORN FAN AND/ OR MOTOR BEARINGS, INTEGRITY OF FAN BLADES, CONDITION OF BURNER AND HEAT EXCHANGER, WIRE CONNECTIONS, OIL AND/ OR REFRIGERANT LEAKS, EXCESS BUILD UP OF GREASE OR DEBRIS, ETC.

**PREDICTIVE MAINTENANCE:** ALL OF THE TRAVEL EXPENSES AND LABOR, PROGRAM LABOR, TOOLS, AND GENERAL SUPPLIES NECESSARY TO ADJUST, CLEAN, TIGHTEN, CALIBRATE, ALIGN AND LUBRICATE LISTED EQUIPMENT. THIS PREVENTATIVE ACTIVITY IS DESIGNED TO MAXIMIZE ENERGY EFFICIENCIES, EXTEND EQUIPMENT LIFE AND INCREASE SYSTEM RELIABILITY. TYPICAL ACTIVITIES WOULD INCLUDE:

- **ADJUSTING** SUPER HEAT, FUEL/ AIR MIXTURE, BELT TENSION, DAMPERS, CONTROLS AND LIMITS, ETC.
- **CLEANING** COILS, CONDENSATE PANS, REPLACE OR CLEAN AIR FILTERS, FAN BLADES, BURNER ORIFICES, COOLING TOWERS, SUMPS, NOZZLES, BOILER TUBES, CONDENSER TUBES, CHILLER TUBES, ELECTRICAL CONTACTS, EXCESS GREASE OR DEBRIS, ETC.
- **TIGHTENING** ELECTRICAL CONTACT, MECHANICAL FITTINGS, BELTS, MOUNTING BOLTS, LINKING DRIVES, ETC.
- **ALIGNING** DRIVES, NOZZLES, DAMPERS, AIR FINS, BELTS, PULLEYS, ETC.

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- **LUBRICATING** MOTORS, FANS, BEARINGS, PUMPS, SLIDES, WORM SCREWS, ETC.

**REPAIR AND REPLACE:** ALL OF THE TRAVEL EXPENSES AND LABOR, REPLACEMENT LABOR, PURCHASING AND EXPEDITING LABOR NECESSARY FOR THE REPAIR OR REPLACEMENT OF ANY BROKEN OR QUESTIONABLE PARTS TO ENSURE THE EFFICIENT AND OPTIMUM OPERATION OF THE LISTED EQUIPMENT. THIS INCLUDES ALL OF THE COST AND EXPENSES OF SUPPLYING THE CORRECT PARTS, COMPONENTS, TOOLS, AND SUPPLIES TO THE JOB SITE.

**EMERGENCY CALLS:** ALL OF THE TRAVEL EXPENSES AND LABOR, TROUBLESHOOTING LABOR, REPAIR LABOR, REPLACEMENT LABOR, REPAIR PARTS EXPEDITING, (INCLUDING ANY OVERTIME) NECESSARY TO RESPOND TO AN UNSCHEDULED CALL.

SHOULD AN EMERGENCY ARISE, PROVIDER PERSONNEL WILL ASSESS THE SITUATION EITHER BY PHONE OR REMOTE DIAGNOSTICS, OR BOTH, AND WILL ARRIVE AT CUSTOMER SITE WITHIN **4 HOURS** OF REPORTED EMERGENCY. IF THE RESOLUTION OF THE EMERGENCY SERVICE CALL REQUIRES PROVIDERS TO PROVIDE SERVICE FOR EQUIPMENT THAT IS NOT LISTED IN COVERAGES, CUSTOMER WILL BE LIABLE FOR CHARGES PREVAILING FOR SUCH SERVICE.

EMERGENCY SERVICES WILL BE PROVIDED DURING THE FOLLOWING PERIODS DURING THE TERM OF THIS AGREEMENT.

**CONTINUOUS EMERGENCY SERVICE:**  
24 hours per day, seven days per week, federal holidays included

DRAFT

**ALVIN S. GLENN DETENTION CENTER**  
**INSPECTION SCHEDULE FOR MONTHLY PACKET PREPARATION**

**JULY**- Housing, Mid/Max. and Phase 4 areas; omit exhaust fans and water heaters.

**August**- Juvenile, Phase 5 and Central Energy areas and Guard Shack unit; all equipment except unit heater.

**September**- Administration and Kitchen/ Cafeteria- all equipment; Phase 3- all equipment.

**October**- Housing, Mid/ Max, and Phase V and Central Energy and Guard Shack unit; include unit heater, but omit boilers, fan coil units, VAV's, exhaust fans, and water heaters.

**November**- Juvenile, Phase 5 and Central Energy and Guard Shack unit; include unit heater, but omit boilers, fan coil units, VAV's, exhaust fans and water heaters.

**December**- Administration and Kitchen/ Cafeteria- omit VAV's, pumps, exhaust fans and water heaters; Phase 3- omit exhaust/smoke fans.

**January**- Housing, Mid/ Max, and Phase 4; omit exhaust fans and water heaters.

**February**- Juvenile, Phase 5 and Central Energy; omit unit heater only.

**March**- Administration and Kitchen/ Cafeteria- all equipment; Phase 3- all equipment. In EARLY March clean cooling tower and change oil in gear boxes.

**April**- Housing, Mid/ Max and Phase 4; all equipment.

**May**- Juvenile, Phase 5 and Central Energy; omit unit heater, boilers, fan coil units, VAV's, exhaust fans and water heaters.

**June**- Administration and Kitchen/ Cafeteria- omit pumps, VAV's, exhaust fans and water heaters; Phase3- omit exhaust/ smoke fans.

**Every Month**

Monthly Chemical treatment to be provided and maintained for Chill water loop, Cooling Towers, and the Boiler loop.

**CHEMICAL TREATMENT**

<b>EQUIPMENT LISTING</b>	<b>MODEL (if applies)</b>	<b>SERVICE LOCATION(S)</b>	<b>FREQUENCY</b>
COOLING TOWER	MARLEY	PH 1-3	MONTHLY
COOLING TOWER	EVAPCO	PH 5	MONTHLY
BOILER LOOP		PH 1,2,3 & 5	MONTHLY
CHILL WATER LOOP		PH 1,2,3 & 5	MONTHLY

## **ASGDC YORK CHILLER MAINTENANCE SCOPE**

ALL PREVENTATIVE MAINTENANCE PROCEDURES WILL BE CONDUCTED PER MANUFACTURER'S RECOMMENDATION AND SPECIFIED TIME INTERVAL MAINTENANCE PROCEDURES INCLUDED IN THIS PROPOSAL ARE AS FOLLOWS:

### **MONTHLY**

- CHECK OIL LEVELS
- CHECK REFRIGERANT LEVELS
- CHECK OIL RETURN SYSTEM OPERATION
- CHECK OPERATION OF MOTOR STARTER
- CHECK SUMP HEATER AND THERMOSTAT OPERATION
- CHECK THREE-PHASE VOLTAGE AND CURRENT BALANCE
- VERIFY PROPER OPERATION/SETTING/CALIBRATION OF SAFETY CONTROLS
- VERIFY CONDENSER AND EVAPORATOR WATER FLOWS
- LEAK CHECK AND REPAIR LEAKS AS NEEDED

### **ANNUALLY**

- CHECK AND TIGHTEN ALL ELECTRICAL CONNECTIONS
- MEGOHM MOTOR WINDINGS
- REPLACE OIL FILTER AND OIL RETURN FILTER/DRIERS
- CLEAN OR BACKFLUSH HEAT EXCHANGER (VSD, SSS APPLICATIONS)
- REPLACE STARTER COOLANT (VSD, SSS APPLICATIONS)
- REPLACE OR CLEAN STARTER AIR FILTERS IF APPLICABLE
- PERFORM OIL ANALYSIS ON COMPRESSOR LUBE OIL
- PERFORM REFRIGERATION ANALYSIS
- PERFORM VIBRATION ANALYSIS
- CLEAN TUBES
- PERFORM EDDY CURRENT TESTING AND INSPECT TUBES
- LUBRICATE MOTOR

**ASGDC Administration Bldg. (Ph 1)**

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Domestic Water Heaters	PVI	27N90AG	90 Gal	Admin Bldg.
	1- Gas Burner			270MBUH	
	1- Pump Motor			1/6 HP	
1	Air Handling Unit	Trane		10,000 CFM	Admin Bldg
	1- Blower Motor			20 HP	#AHU 1
2	Air Handling Units	Trane		5,200 CFM	Admin Bldg
	1- Blower Motor			7.5 HP	# AHU 2 & 4
1	Air Handling Unit	Trane		2,700 CFM	Admin Bldg.
	1- Blower Motor			3 HP	# AHU 3
1	Air Handling Unit	Trane		7,200 CFM	Admin Bldg
	1- Blower Motor			7.5 HP	# AHU 5
1	VAR. Air Volume Box	Trane	VFPE0607	600 CFM	#VAV 1-1
	1-Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	600 CFM	# VAV 1-2
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1111	600 CFM	# VAV 1-3
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE0607	580 CFM	# VAV 1-4
	1- fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 1-5
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 1-6
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 1-7
	1- Fan Motor			1/8 HP	

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**ASGDC Administration Bldg. (Ph 1)**

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	VAR Air Volume Box	Trane	VFPE1111	1000 CFM	# VAV 1-8
	1- Fan Motor				
1	VAR Air Volume Box	Trane	VFPE1111	1000 CFM	# VAV 1-9
	1-Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 1-10
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1111	1000 CFM	# VAV 1-11
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE1720	1680 CFM	# VAV 1-12
	1- Fan Motor			1/2 HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 1-13
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1111	600 CFM	# VAV 1-14
	1- Fan Motor			1/3 HP	

**ASGDC Administration Bldg. (Ph 1)**

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	VAR Air Volume Box	Trane	VFPE0304	180 CFM	# VAV 4-8
	1- Fan Motor			1/15 HP	
1	VAR Air Volume Box	Trane	VFPE1111	700 CFM	# VAV 4-9
	1-Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE0304	200 CFM	# VAV 4-10
	1- Fan Motor			1/15 HP	
1	VAR Air Volume Box	Trane	VFPE1111	950 CFM	# VAV 4-11
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VSDD03	100 CFM	# VAV 4-12
	1- Fan Motor			HP	
1	VAR Air Volume Box	Trane	VSDD03	100 CFM	# VAV 4-13
	1- Fan Motor			HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 5-1
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	500 CFM	# VAV 5-2
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 5-3
	1-Fan Motor			1/8 HP	

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**ASGDC Administration Bldg. (Ph 1)**

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 5-5
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE1715	1320 CFM	# VAV 5-6
	1-Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE1111	880 CFM	# VAV 5-7
	1- Fan Motor			1/3 HP	
1	VAR Air Volume Box	Trane	VFPE2430	2260 CFM	# VAV 5-8
	1- Fan Motor			3/4 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400CFM	# VAV 5-9
	1- Fan Motor			1/8 HP	
1	VAR Air Volume Box	Trane	VFPE0607	400 CFM	# VAV 5-10
	1- Fan Motor			1/8 HP	
1	Exhaust Fan	Greenheck	GB-180-5	2960 CFM	# 1 REF
	1- Fan Motor			3/4 HP	
1	Exhaust Fan	Greenheck	GB-160-5	1100 CFM	#2 REF
	1- Fan Motor			1/6 HP	
1	Exhaust Fan	Greenheck	GB-150-C	1190 CFM	#3 REF
	1- Fan Motor			1/8 HP	

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**ASGDC Administration Bldg. (Ph 1)**

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Exhaust Fan	Greenheck	GB-130-B	440 CFM	#4 REF
	1- Fan Motor			1/30 HP	
1	Exhaust Fan	Greenheck	GB-140-B	1120 CFM	#5 REF
	1- Fan Motor			1/6 HP	
1	Exhaust Fan	Greenheck	GB-14-4	1750 CFM	#6 REF
	1- Fan Motor			3/4 HP	
1	Exhaust Fan	Greenheck	GB-240-20	CFM	#8 REF
	1- Fan Motor			1 1/2 HP	
1	Exhaust Fan	Greenheck	GB-180-4	2200 CFM	#10 REF
	1- Fan Motor			1/4 HP	
	Exhaust Fan	Greenheck	GB-140-C	800 CFM	#11 REF
	1- Fan Motor			1/8 HP	
	Exhaust Fan	Greenheck	SP-117	120 CFM	# CEF-1
	1- Fan Motor			75 WATTS	
	Exhaust Fan	Greenheck	SP-117	140 CFM	# CEF-2
	1- Fan Motor			75 WATTS	

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**ASGDC Administration Bldg. (Ph 1)**

Qty	System Component	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
3	Fan Coil Units	Trane		300 CFM	FCU # 1,2 &4
	1- Fan Motor			1/6 HP	
2	Fan Coil Units	Trane		1000 CFM	FCU # 3 & 5
				1/6 HP	
1	Fan Coil Units	Trane	6RHBC-32	CFM	FCU #8
				HP	
1	Boiler	Lochinvar	M# CFN1442PM S# L11H00237815		LAUNDRY
1	Circulating Pump	Armstrong	KQJ56B17D11009AC		LAUNDRY
1	Indoor Fan	Fujitsu	ASU36C1X36R410		CENTRAL CONTROL
1	Outdoor Condenser	Fujitsu	AOU36C1X36R410		CENTRAL CONTROL
1	Minspilt	Fujitsu	AOU9RLR410		ACCOUNTING AREA
1	Heat Plate	Flatplate	M# FP5X12-70-FB S# H070AC06906006		LAUNDRY
1	Circulating Pump	Bell & Gosset		1/12	LAUNDRY

**ASGDC Centrifugal Chiller**

<b>Qty</b>	<b>System Component</b>	<b>Manufacturer</b>	<b>Model &amp; Serial Number</b>	<b>Rating Ton/ HP</b>	<b>Location</b>
1	Centrifugal Chiller	York	YKKQK3H9-CVG 460/3/60	790 TONS	CHILLER ROOM
	Wiring Diagram		035-22882-000		
	Compressor		YDHE-70VDD		
			s/n SGXM-028930		
	Gear		RE		
	Variable Speed Drive		TM 790 KB12 46D		
	Part # 371-02528-702		s/n FTM-037		
	Oil Pump			2 HP	
	Oil Heater			3.09 FLA	
1	Chillwater Pump	WEG	040180T3E3241	40	CHILLER ROOM
1	Cond water pump	WEG	050180T3E326T	50	CHILLER ROOM

**ALVIN S. GLENN DETENTION CENTER**  
**KITCHEN REFRIGERATION (Ph 1)**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	Refrigeration Cond.	Cold Zone + Filco	ETHN-3 #F94-5218 208/230/3		Outside
	Rack Unit				
	6- Compressors				
	3- Cond. Fan Motors			3/4 HP	
2	Walk-In-Coolers	Cold Zone	AA18-66B #F9469626- 151 AA28-122B #F9469626- 111 AA28-122B #F9469626- 071		Kitchen
1	Walk-In- Freezer Anteroom	Cold Zone	AA28-122 B #F9469626- 112		Kitchen
1	Walk-In-Freezers	Cold Zone	AE46-164B #F9469626- 032 AE46-164B #F9469626- 031		Kitchen
1	Cube Icemaker	Cornelius	M# CCM2148RF31 S# 87A0903GC011		Kitchen
1	Remote Condenser	Cornelius	M# RC21002C S# 87A090ZGB0R1		Kitchen
1	Cube Ice Makers	Hoshizaki	KM2400SRB3 #D00376B #D00370B		Kitchen

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1	Hot Water Natural Gas Boiler and circulation pump.	Raypak	H3-0624 #0802278571		Kitchen
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**ASGDC PHASE 1**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	ROTARY CHILLER	TRANE	RTHA450FCAOLUC3LF2KFNNNOOGU	450 TONS	CHILLER ROOM
					#3WCC-1
1	COOLING TOWER	MARLEY	NC5001CM		OUTSIDE
	1- TOWER FAN MOTOR			20HP	#CT-1
2	PRIMARY CHILLED WATER PUMPS	BELL & GOSSETT	1510-5BL	1220 GPM	CHILLER ROOM
	1-PUMP MOTOR			20 HP	#CPW-1 & CPW-2
2	SECONDARY CHILLED WATER PUMPS	BELL & GOSSETT	1510-6E	1250 GPM	CHILLER ROOM
	1-PUMP MOTOR			40 HP	#SWP-1 & SWP-2
2	CONDENSER WATER PUMPS	BELL & GOSSETT	1510-2.5BB	1220 GPM	CHILLER ROOM
	1- PUMP MOTOR			15 HP	#CCP1 & CCP2

Item# 4

2	HOT WATER SUPPLY	BELL & GOSSETT	1510-205BB	1250 GPM	BOILER ROOM
	PUMPS				#SHP1 & SHP2
	1- PUMP MOTOR			7.5 HP	
2	HOT WATER BOILER LOOP	BELL & GOSSETT	1510-205AB	170 GPM	BOILER ROOM
	PUMPS				#BHP1 & BHP1A
	1- PUMP MOTOR			2 HP	
1	HOT WATER NATURAL GAS	CLEAVER- BROOKS	CB700-100	4,185,000 BTUH	BOILER ROOM
	BOILER				#B2
	1- POWER BURNER			3 HP	
1	HOT WATER NATURAL GAS	CLEAVER- BROOKS	CB700-80	3,350,000 BTUH	BOILER ROOM
	BOILER				#B2
	1-POWER BURNER			2 HP	
3	PUMP MOTOR	Bell & Gossett		1/12 HP	
3	HEAT PLATES	Flat Plate	M# FP5X12-70-F8 S# H070FC06906006		C, D, E Mechanical Rooms

Item# 4

**ASGDC PHASE 1**

<b>Qty</b>	<b>System Components</b>	<b>Manufacturer</b>	<b>Model &amp; Serial Number</b>	<b>Rating Ton/ HP</b>	<b>Location</b>
1	DOMESTIC WATER HEATERS	PV1	27N90AG	90 GALLON	ADMIN. BLDG
	1-POWER BURNERS			270 MBUH	
	1-PUMP MOTOR			1/16 HP	
6	AIR HANDLING UNITS	TRANE		9500 CFM	HOUSING WING
	1-BLOWER MOTORS				#AHU D1-D6
6	EXHAUST FANS	GREENHECK	GB-18-4	1850 CFM	REF # D1-D6
	1- FAN MOTOR			1/3 HP	
6	SMOKE EVACUATION FANS	GREENHECK	TAUB-36H	14400 CFM	SEF # D1-D6
	1- FAN MOTOR			3 HP	
1	EXHAUST FAN	GREENHECK	GB-18-15	5010 CFM	ENERGY FACILITY
	1-FAN MOTOR			1-1/2 HP	REF #7
1	EXHAUST FAN	GREENHECK	GB-24-20	7200 CFM	ENERGY FACILITY
	1-FAN MOTOR			2 HP	REF #8
1	EXHAUST FAN	GREENHECK	G-180-C	2400 CFM	ENERGY FACILITY
	1- FAN MOTOR			1/3 HP	REF #9

Item# 4

1	EXHAUST FAN	GREENHECK	LSF-13	4200 CFM	ENERGY FACILITY
	1- FAN MOTOR			1-1/2 HP	RSF #1
6	EXHAUST FANS	GREENHECK	SQ120-B	950 CFM	HOUSING
	1- FAN MOTOR			1/6 HP	IF # D1-D6
1	FAN COIL UNIT	TRANE		1000 CFM	ENERGY FACILITY
	1- FAN MOTOR			½ HP	
23	CONTROL ACTUATORS	SIGBE			VARIOUS

DRAFT

**ASGDC PHASE 2**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	ROTARY CHILLER	TRANE	RTHA300	300 TONS	CHILLER ROOM
					# FWCC-1
1	COOLING TOWER	MARLEY	NC5001	900 GPM	OUTSIDE #FCT-1
	1- TOWER FAN MOTOR			20 HP	
1	CHILLED WATER BOOSTER PUMP	BELL & GOSSETT	80	80 GPM	# CWP-K1
	1- PUMP MOTOR				
1	PRIMARY CHILLED WATER PUMP	BELL & GOSSETT	1510-5BC	900 GPM	# FCCP-1
	1-PUMP MOTOR			15 HP	
1	CONDENSER WATER PUMP	BELL & GOSSETT	1510-5BC	900 GPM	# FCWP-1
	1- PUMP MOTOR			20 HP	
1	CHILLED WATER IN-LINE BOOSTER PUMP	BELL & GOSSETT	80	550 GPM	# ILP-M1
	1- PUMP MOTOR			7 ½ HP	
1	HOT WATER IN-LINE	BELL &	80	115 GPM	# ILP- M2

Item# 4



		GOSSETT			
	BOOSTER PUMP				
	1- PUMP MOTOR			2 HP	
1	AIR HANDLING UNIT	TRANE		14400 CFM	# AHU-K1
	1- BLOWER MOTOR			15 HP	
1	AIR HANDLING UNIT	TRANE		6700 CFM	# AHU-J1
	1- BLOWER MOTOR			7 ½ HP	
1	AIR HANDLING UNIT	TRANE		5500 CFM	# AHU-J2
	1- BLOWER MOTOR			5 HP	
6	AIR HANDLING UNITS	TRANE		7000 CFM	# AHU M1-M6
	1- BLOWER MOTOR			7 ½ HP	

DRAFT

**ASGDC PHASE 2**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	985 CFM	# VAV J1-1
				1/3	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0304	250 CFM	# VAV J1-2
	1- FAN MOTOR			1/15 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0304	170 CFM	# VAV J1-3
	1- FAN MOTOR			1/15 HP	
1	VAR. AIR VOLUME	TRANE	VFPE0304	170 CFM	# VAV J1-4
	1- FAN MOTOR			1/15 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0607	360 CFM	# VAV J1-5
	1- FAN MOTOR			1/8 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0607	360 CFM	# VAV J1-6
	1- FAN MOTOR			1/8 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	840 CFM	# VAV J1-7
	1- FAN MOTOR			1/3 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	935 CFM	# VAV J1-8
	1- FAN MOTOR			1/3 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	900 CFM	# VAV J1-9
	1- FAN MOTOR			1/3 HP	

Item# 4

1	VAR. AIR VOLUME BOX	TRANE	VFPE0607	575 CFM	# VAV J1-10
	1- FAN MOTOR			1/3 HP	
1	VAR. AIR VOLUME BOX	TRANE	VFPE0304	160 CFM	# VAV J1-11
	1- FAN MOTOR			1/15 HP	

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Item# 4

Attachment number 1  
Page 22 of 34

**ASGDC PHASE 2**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
1	VAR. AIR VOLUME BOX	TRANE	VFPE1111	600 CFM	# VAV J1-12
	1- FAN MOTOR			1/3 HP	
1	EXHAUST FAN	GREENHECK	CUBE	8000 CFM	# REF-KH1
	1-FAN MOTOR			5 HP	
1	EXHAUST FAN	GREENHECK	CUBE	12000 CFM	# REF-KH2
	1-FAN MOTOR			1/2 HP	
1	EXHAUST FAN	GREENHECK	CUBE	2500 CFM	# REF-KH3
	1-FAN MOTOR			1/3 HP	
1	EXHAUST FAN	GREENHECK	G-95	820 CFM	# REF-K1
	1-FAN MOTOR			1/8 HP	
1	EXHAUST FAN	GREENHECK	G-95	790 CFM	# REF-K2
	1-FAN MOTOR			1/8 HP	
1	EXHAUST FAN	GREENHECK	G-80	420 CFM	# REF-K3
	1-FAN MOTOR			1/20 HP	
1	EXHAUST FAN	GREENHECK	G-75	360 CFM	# REF-K4
	1-FAN MOTOR			1/25 HP	
1	EXHAUST FAN	GREENHECK	G-150	1980 CFM	# REF-K5
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	KSU-115	6800 CFM	# RSF-KH1

Item# 4

	1-FAN MOTOR			5 BHP	
1	EXHAUST FAN	GREENHECK	KSU-115	1020 CFM	# RSF-KH2
	1-FAN MOTOR			.23 BHP	
1	EXHAUST FAN	GREENHECK	GB	1050 CFM	# REF-J1
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	G	500 CFM	# REF-J2
	1-FAN MOTOR			1/4 HP	

**PHASE 2**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
1	EXHAUST FAN	GREENHECK	G	475 CFM	# REF-J3
	1-FAN MOTOR			1/4 HP	
2	EXHAUST FAN	GREENHECK	GB	260 CFM	# REF-J4,5
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	GB	975 CFM	# REF-J6
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	GW	130 CFM	# WEF-J1
	1-FAN MOTOR			1/30 HP	
1	EXHAUST FAN	GREENHECK	SQ	750 CFM	# ILF-J1
	1-FAN MOTOR			1/6 HP	
1	EXHAUST FAN	GREENHECK	SQ	969 CFM	# ILF-J2

Item# 4

	1-FAN MOTOR			1/6 HP	
2	EXHAUST FAN	GREENHECK	CUBE	300 CFM	# SEF-J1,4
	1-FAN MOTOR			1/4 HP	
2	EXHAUST FAN	GREENHECK	CUBE	1200 CFM	# SEF-J2,5
	1-FAN MOTOR			1/4 HP	
2	EXHAUST FAN	GREENHECK	CUBE	500 CFM	# SEF-J3,6
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	CUBE	620 CFM	# SEF-J7
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	CUBE	710 CFM	# SEF-J8
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	CUBE	1700 CFM	# SEF-J9
	1-FAN MOTOR			1/3 HP	
3	EXHAUST FANS	GREENHECK	CUBE	10000 CFM	# REF-M1,2,3
	1-FAN MOTOR			2 HP	

**PHASE 2**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
3	EXHAUST FANS	GREENHECK	CUBE	4500 CFM	# REF-M4,5,6
	1-FAN MOTOR			1-1/2 HP	
3	EXHAUST FANS	GREENHECK	CUBE	2400 CFM	# REF-M7,8,9
	1-FAN MOTOR			3/4 HP	
1	EXHAUST FAN	GREENHECK	GB	750 CFM	# REF-M10
	1-FAN MOTOR			1/4 HP	
1	EXHAUST FAN	GREENHECK	GB	1560 CFM	# REF-M11
	1-FAN MOTOR			1/3 HP	
3	EXHAUST FANS	GREENHECK	BSQ	1500 CFM	# ILF-M1,2,3
	1-FAN MOTOR			1/2 HP	
12	CONTROL ACTUATORS	SIGBE			VARIOUS
2	EXHAUST FANS	GREENHECK	GB	1560 CFM	# REF-M11
	1-FAN MOTOR			1/3 HP	
3	Pump	Bell & Gossett		1/12 HP	
2	Heat Plate	Flat Plate	M# FP5X12-70-F8		SHU Mech Juvenile Mech

Item# 4

**ALVIN S. GLENN DETENTION CENTER**  
**PHASE 3**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
2	FAN COIL UNITS	TRANE	90CVW4-90HWK		EQUIP ROOM
	1- BLOWER MOTOR			1 ½ HP	FCU #1 & 7
3	FAN COIL UNITS	TRANE	120CVW4-120HWK		EQUIP ROOM
	1- BLOWER MOTOR			2 HP	FCU #2,3 & 8
3	FAN COIL UNITS	TRANE	120CVW4-120HWK		EQUIP ROOM
	1- BLOWER MOTOR			2 HP	FCU #2,3 & 8
2	FAN COIL UNITS	TRANE	120CVW6-120HWK		EQUIP ROOM
	1- BLOWER MOTOR			3 HP	FCU #5 & 10
2	FAN COIL UNITS	TRANE	60CVW4-60HWK		EQUIP ROOM
	1- BLOWER MOTOR			1 HP	FCU #6 & 9
2	EXHAUST FANS	GREENHECK	30-SUBH	11,200 CFM	ROOF
	1-FAN MOTOR			5 HP	EF # 1 & 8
2	EXHAUST FANS	GREENHECK	36-SUBH	10,400 CFM	ROOF
	1-FAN MOTOR			3 HP	EF # 2 & 7
1	EXHAUST FAN	GREENHECK	100C2B	900 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 3
1	EXHAUST FAN	GREENHECK	120R3B	1400 CFM	ROOF
	1-FAN MOTOR			1/4 HP	EF # 4

Item# 4



4	EXHAUST FANS	GREENHECK	42-SUBH	19,600 CFM	ROOF
	1-FAN MOTOR			7 1/2 HP	EF # 5,6,10 & 11
1	EXHAUST FANS	GREENHECK	120R2B	900 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 9
2	EXHAUST FANS	GREENHECK	100C2B	560 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF #12 & 20
5	EXHAUST FANS	GREENHECK	100C2B	320 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 9

**ALVIN S GLENN DETENTION CENTER**  
**PHASE 3**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/HP	Location
2	EXHAUST FANS	GREENHECK	80C2B	240 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 14 & 18
1	EXHAUST FAN	GREENHECK	100C2B	600 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 21
3	EXHAUST FANS	GREENHECK	GC-220	73 CFM	ROOF
	1-FAN MOTOR			1/6 HP	EF # 24,25 & 26
2	EXHAUST FANS	GREENHECK	24-SUBH	3,200 CFM	ROOF
	1-FAN MOTOR			2 HP	EF # 27 & 28
3	SMOKE EVACUATION FANS	GREENHECK	30HES10B	9,800 CFM	ROOF

Item# 4

	1-FAN MOTOR			3 HP	SF # 1,5 & 6
2	SMOKE EVACUATION FANS	GREENHECK	36HES11B	19,600 CFM	ROOF
	1-FAN MOTOR			5 HP	SF # 2 & 7
1	SMOKE EVACUATION FAN	GREENHECK	36HES9B	10,400 CFM	ROOF
	1-FAN MOTOR			2 HP	SF # 3
1	SMOKE EVACUATION FAN	GREENHECK	42HES10B	11,200 CFM	ROOF
	1-FAN MOTOR			3 HP	SF # 4
1	SMOKE EVACUATION FAN	GREENHECK	24HES9B	6,200 CFM	ROOF
	1-FAN MOTOR			3 HP	SF # 8
1	SMOKE EVACUATION FAN	GREENHECK	36HES11B	15,280 CFM	ROOF
	1-FAN MOTOR			5 HP	SF # 9
1	SMOKE EVACUATION FAN	GREENHECK	42HES11B	22,400 CFM	ROOF
	1-FAN MOTOR			5 HP	SF # 10
1	SMOKE EVACUATION FAN	GREENHECK	100ASP	648 CFM	ROOF
	1-FAN MOTOR			1/4 HP	SF # 11
1	SMOKE EVACUATION FAN	GREENHECK	100ASP	747 CFM	ROOF

Item# 4

	1-FAN MOTOR			1/2 HP	SF # 12 & 13
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**ALVIN S. GLENN DETENTION CENTER**  
**PHASE 3**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	SMOKE EVACUATION FAN	GREENHECK	90ASP	646 CFM	ROOF
	1-FAN MOTOR			1/6 HP	SF # 14
1	DDC CONTROL SYSTEM	POWERS			EQUIP ROOM
24	CONTROL ACTUATORS	SIEMENS			VARIOUS
1	Plate heat exchanger	ALFA Lavab Ther	N/A	N/A	H Dorm Mechanical
1	Circulating Pump	Bell & Gossett	N/A	N/A	H Dorm Mechanical
2	Recirculating Pump	TACO	0010B Bronze	10GPM	2 <sup>nd</sup> Floor Hallway

**ASGDC DETENTION CENTER**  
**PHASE 4**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
2	OUTDOOR CONDENSING UNITS	TRANE	TWA 180 208/3/60	15 TONS	OUTSIDE # AC-1
	2- COMPRESSORS				
	2- COND. FAN MOTORS				
2	AIR HANDLING UNITS	TRANE	TWE 180		EQUIP ROOM # AC-1

Item# 4

	1- EVAP. FAN MOTOR				
	1- ELECTRIC HEATER				
	4- FILTERS				
2	OUTDOOR CONDENSING UNITS	TRANE	TWA 060 208/3/60	5 TONS	OUTSIDE # AC-2
	1- COMPRESSOR				
	1- COND. FAN MOTOR				
2	AIR HANDLING UNITS	TRANE			EQUIP ROOM
	1- EVAP. FAN MOTOR				
	1- ELECTRIC HEATER				
	2- FILTERS				
2	EXHAUST FANS	COOK	GC 840	985 CFM	EQUIP WALL
2	EXHAUST FANS	COOK	LITTLE GEM II	95 CFM	EQUIP WALL
2	EXHAUST FANS	COOK	LITTLE GEM II	100 CFM	EQUIP WALL
2	EXHAUST FANS	COOK	GC 620	350 CFM	EQUIP WALL

**PHASE 5**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
1	WATER COOLED ROTARY CHILLER	TRANE	RTWA125YG01C3D0WFT s/n Uo4004953	125 TONS	
1	COOLING TOWER	EVAPCO	USS19-76 s/n 4-105336		
2	CHILLED WATER PUMPS	BELL & GOSSETT	CR7198-01-B40 WITH ABB FREQ. DRIVE	20 HP	
2	CHILLED WATER PUMPS	BELL & GOSSETT	CR7197-02-B40	5 HP	
2	CHILLED WATER PUMPS	BELL & GOSSETT	CR7196-010-B40	15 HP	
2	AIR HANDLING UNITS	TRANE	MCCB008UAODOUB s/n K04C3499 K04C35004		AHU 1 AHU 2
2	AIR HANDLING UNITS	TRANE	MCCB017UAODOUB s/n K04C35009 K04C35016		AHU 3 AHU 4
1	AIR HANDLING UNIT	TRANE	MCCB012UAODOUB		AHU 5
1	AIR HANDLING UNIT	TRANE	MCCB010UAODOUB s/n K04B26520		AHU6
2	HOT WATER BOILER	HURST	CR2-G-15 w/ POWER FLAME BURNER	750 MBH	
2	HOT WATER PUMPS	BELL &	CR 7199-01-B40	2 HP	

Item# 4

		GOSSETT			
2	HOT WATER PUMPS	BELL & GOSSETT	CR 7200-01-B40 w/ ABB FREQ. DRIVE	5 HP	
3	WATER HEATERS	TURNPOWER	750 N 225A-TP s/n 0404112703 w/ POWERFLAME BURNER BG 400	600,000 BTU	
5	DOMESTIC WATER PUMPS	BELL & GOSSETT	PR-AB E30 102208		
1	DUCTLESS MINI SPLIT SYSTEM	EMI	WHP30D060AAOOOC s/n 1-04-C-4290-09		

**PHASE 5**

Qty	System Components	Manufacturer	Model & Serial Number	Rating Ton/ HP	Location
40	SMOKE EVAC. VENT FANS		3	5 HP	
			8	3 HP	
			6	2 HP	
			3	1 HP	
			20	FRACTIONAL HP	
20	MANUAL VENT FANS			FRACTIONAL HP	
2	EXHAUST FANS			FRACTIONAL HP	MECH. ROOM
31	ROOF VENTS		2	19,600 CFM	
			2	16,000 CFM	
			3	12,400 CFM	

Item# 4

			24	5,000 CFM	
10	CONTROL ACTUATORS	BLIMO			VARIOUS

DRAFT

# Richland County Council Request of Action

**Subject**

Approval of FY 14-15 Budgets within the FY 14-15 Annual Action Plan for Community Development Department Funds [**PAGES 73-76**]

**Reviews**



# Richland County Council Request of Action

Subject: Approval of FY 14-15 Budgets within the  
FY 14-15 Annual Action Plan for Community Development Department Funds

## A. Purpose

County Council is requested to approve the itemized budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds for FY 14-15. These budgets are not County general funds, but federal funds. The upcoming year's budget will be included in the proposed FY 14-15 Annual Action Plan which will be submitted to the US Department of HUD by August 15, 2014. A public meeting will be advertised and held in August 2014. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend. The Annual Action Plan; however, does require Council action through endorsement and/or approval of the plan. The completed FY 14-15 Annual Action Plan will be submitted for Council endorsement and/or approval in fall 2014. At this time, we seek approval on the FY 14-15 CDBG and HOME budgets as outlined below.

## B. Background / Discussion

- This is more of an internal mandate than HUD requirement, but Council action will strengthen the plan as well as provide public support.
- The Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) budgets reflect FY 14-15 funds under the Annual Action Plan section.
- This approval is requested because the Action Plan is due August 15, 2014, and Council will be on break during that time. The Community Development Department will bring the full Consolidated Plan before the Council this fall for full approval.

## C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

## D. Financial Impact

**Please see the estimated draft budgets below for both CDBG and HOME funds:**

<b>CDBG Grant Award For FY 14-15</b>	<b>\$1,296,072.00</b>
HMIS- United Way Match (Phase 3 of 3) for Homeless Data	\$30,000.00
Sistercare- Domestic Violence Shelter-Undisclosed Location	\$10,746.00
Columbia Housing Authority – Job Training/Section 3	\$50,000.00
Energy Efficiency/Handicapped Accessible Program (New)	\$150,000.00
Hollywood Hills S&W Project (Phase I) – District 7	\$492,060.00
AEC (Project Management of S&W Project)	\$100,000.00
Monticello Rd Streetscape (Phase 2 of 2 –using CDBG carryover) – District 4	\$61,200.00
Olympia Mill Village Museum – District 10	<del>\$30,000.00</del>
Community Relations Council - Fair Housing/Educational/Poster	\$12,852.00

Item# 5

Master Area Rehab Project – Area to be determined with NIP	\$100,000.00
Administration (not to exceed 20%)	\$259,214.00

<b>HOME Grant Award for FY 14-15</b>	\$ 492,315.00
<b>*HOME Match from County Funds</b>	\$ 110,771.00
CHDO Set Aside Programmatic and Operating Funds - Countywide	\$123,855.00
Housing Rehab Program (owner-occupied only) - Countywide	\$240,000.00
RCHAP (down payment assistance for 1 <sup>st</sup> time homebuyers) - Countywide	\$190,000.00
Administration (not exceed 10%)	\$ 49,231.00

\* The only financial impact to the County is the HOME match requirement. The amount of HOME Match is \$110,771 and is required from the General Fund. The County has provided the required match amount since the HOME program began in 2002.

**E. Alternatives**

1. Approve the FY 14-15 estimated budgets for CDBG and HOME to be found in the FY 14-15 Action Plan due to HUD by August 15, 2014. These funds are grant funds from the U.S. Department of HUD.
2. Do not approve the estimated FY 14-15 budgets for CDBG and HOME and the funds will not be entered by Finance Department. Subsequently, the funds could be rescinded or not spent timely, thereby creating additional areas of concern for the County. These funds are grant funds from the US Department of HUD.

**F. Recommendation**

It is recommended by the Community Development Department that Council approve the FY 14-15 estimated budgets for CDBG and HOME to be found in the FY 14-15 Action Plan due to HUD August 15, 2014.

Recommended by: Valeria Jackson Department: Community Development Date: 6/6/2014

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 6/6/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Grants**

Reviewed by: Sara Salley

Date: 6/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 6/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

DRAFT

# Richland County Council Request of Action

**Subject**

Ad Hoc Health Insurance Study Committee [**PAGES 77-79**]

**Reviews**

# Richland County Council Request of Action

**Subject:** Ad Hoc Health Insurance Study Committee

**A. Purpose**

Richland County Council is requested to develop an Ad Hoc Health Insurance Study Committee.

**B. Background / Discussion**

On May 20, 2014, Council members Pearce and Rose brought forth the following motion:

“Based on Council concerns regarding the long term stability of Richland County’s employee health insurance program, the Council Chair is asked to appoint an Ad Hoc Health Insurance Study Committee to meet with staff to review existing employee health care policies and explore potential alternatives to providing health care to Richland County employees and their families. The target date for completion of the Committee’s work and generation of recommendations would be at a yet to be determined date in early 2015 sufficient for the inclusion of their report in the FY 2015-2016 budget deliberations.”

At the June 3, 2014 Council Meeting, Council directed staff to negotiate and award contracts for employee and pre-65 retiree health, dental, life, and other benefits that were reviewed, evaluated, ranked and recommended by Aon Consultants and staff. These contracts will run from October 1, 2014 – September 30, 2015.

If Council approves the motion to establish an Ad Hoc Health Insurance Study Committee, it is recommended that the Committee convene after Council’s August recess to begin its deliberations. This will allow Council and staff time to complete the 2015 budget, wrap up year-end FY 14 items, kick off the new fiscal year, and finalize the contracts for the current / new health insurance related vendors, which Council approved on June 3. In the interim, the Chairman of County Council could appoint the Committee Members so that the group could be ready to start work in September.

**C. Legislative / Chronological History**

Motion by Greg Pearce and Seth Rose on May 20, 2014.

**D. Financial Impact**

There is no financial impact associated with this request at this time. If the Committee’s analysis will require the assistance of an outside vendor, however, funding will need to be identified at a later date.

**E. Alternatives**

1. Approve the motion to develop an Ad Hoc Health Insurance Study Committee. The Committee will begin its deliberations in September. The Chair will appoint the Committee members upon Council’s approval of the creation of the Committee.
2. Do not approve the motion to develop an Ad Hoc Health Insurance Study Committee.

**F. Recommendation**

I move to develop an Ad Hoc Health Insurance Study Committee.

Recommended by: Greg Pearce Department: County Council Date: 5/20/14

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 6/6/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

**Procurement**

Reviewed by: Christy Swofford

Date: 6/10/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation

**Human Resources**

Reviewed by: Dwight Hanna

Date: 6/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Obviously this is a matter at the discretion of County Council. Therefore if approved by County Council the Human Resources will welcome and support Richland County Government taking a strategic approach to support the long term stability of employee health insurance. The Human Resources Department has been researching, studying, evaluating, analyzing, and making recommendations aimed at supporting the long term stability for well over 10 years. The wellness program and wellness incentive program is one example of the Human Resources Department’s strategic approach to support the long term stability of employee health insurance.

**Administration**

Reviewed by: Roxanne Ancheta

Date: June 12, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: While this decision is at Council’s discretion, staff would welcome the opportunity to review employee health care policies and explore potential alternatives with an Ad Hoc Health Insurance Study Committee. If Council approves the motion to establish the Committee, it is recommended that the Committee convene after Council’s August recess to begin its deliberations.

# Richland County Council Request of Action

**Subject**

Changes to Teleworking and Alternative Work Schedules in Handbook [PAGES 80-86]

**Reviews**

## Richland County Council Request of Action

**Subject:** Changes to Teleworking and Alternative Work Schedules in Handbook

**A. Purpose**

County Council is requested to approve the changes outlined below to pages 36 and 37 of the Richland County Employee Handbook regarding Teleworking and Alternative Work Schedules.

**B. Background / Discussion**

The Human Resources Department has prepared changes to the Richland County Employee Handbook regarding Teleworking (page 36 of the Employee Handbook) and Alternative Work Schedules (page 37 of the Employee Handbook) as it relates to supervisory personnel.

The current County's Teleworking Policy, located on page 36 of the Richland County Employee Handbook, is as follows:

Teleworking:

Richland County recognizes the majority of County employees work at County office and facilities during designated work hours, generally 8:30 a.m. – 5:00 p.m. Monday through Friday. However, there may be times when it is beneficial to the County and the employee to have other options. Richland County recognizes that teleworking may be an alternative work arrangement in certain circumstances and encourages supervisors to give employees' teleworking proposals consideration when mutually beneficial to the County and the employee. However, no employee is entitled to this alternative work arrangement or to the continuation of such arrangement.

The proposed changes are as follows:

Teleworking:

Richland County recognizes the majority of County employees work at County office and facilities during designated work hours, generally 8:30 a.m. – 5:00 p.m., Monday through Friday. However, there may be times when it is beneficial to the County and the employee to have other schedule/work arrangement options. Supervisory Personnel (employees who work in positions that supervise other employees – generally titled Supervisor, Manager or Department Head) are excluded from teleworking. Richland County supports teleworking as an alternative work arrangement and encourages supervisors to give employees' teleworking proposals consideration when mutually beneficial to the County and the employee. What makes telework possible in some cases is the type of work done by the employee and the enabling technology and equipment that allow employees to take their offices with them virtually. However, no employee is entitled to this alternative work arrangement or to the continuation of such arrangement.

The current County's Alternative Work Schedules Policy, located on page 37 of the Richland County Employee Handbook, is as follows:

Item# 7



### Alternative Work Schedules Policy

Departments that can operate more effectively utilizing an alternative work schedule may do so with written approval from HUMAN RESOURCES DEPARTMENT and the County Administrator. Such alternative work schedules may include:

Compressed work weeks – Involves assigning employees to work schedules that allow work to be completed in a fewer number of workdays, such as a four (4) day workweek. This is accomplished by lengthening each workday.

Flexible Hours – Offers employees a choice of arrival and departure times while still working the required number of hours each day.

Job Sharing – Allows the use of two (2) part-time employees to complete the duties and responsibilities of one (1) Regular, full-time position. This may be accomplished by having the employees work full days on different days of the week, or different portions of each work day. Employees who are job-sharing will be considered part-time employees and will not receive benefits.

The proposed changes are as follows:

### Alternative Work Schedules Policy

Alternative Work Schedules (AWS) allow departments to work with greater flexibility, to operate more effectively, to increase employee morale, and to reduce turnover.

Alternative Work Schedules (AWS) – AWS permit some employees to work different hours than normal County schedules (i.e. 8:30am to 5:00pm) for some jobs. This does not alter the normal work hours of the office, department, or County. AWS have the potential to enable departments to meet goals, while at the same time permitting more flexible schedules. If managed properly, AWS can also enhance productivity, permit employees time to attend to personal needs, and/or save commuting time and money.

AWS may include the following:

Compressed work weeks – Involves assigning employees to work schedules that allow work to be completed in a fewer number of workdays, such as a four (4)-day workweek. This process is accomplished by lengthening some or all of each workday and possibly reducing the number of work days in a work week. This process does not change the total weekly work hours. Supervisory personnel are excluded from this process with the following exception: supervisors who directly supervise employees who work alternative work schedules approved by Administration for legitimate business purposes (i.e., Roads and Drainage employees).

Variable/Flexible Hours – Offers employees a choice of arrival and departure times while still working the required number of hours each day. Involves assigning employees a different choice of arrival and departure times while still working the required number of

hours each day. Supervisory personnel are excluded from this process with the following exception: supervisors who directly supervise employees who work alternative work schedules approved by Administration for legitimate business purposes (i.e., Roads and Drainage employees)

Job Sharing – Allows the use of two (2) part-time employees to complete the duties and responsibilities of one (1) Regular, full-time position. This process may be accomplished by having the employees work full days on different days of the week, or different portions of each work day. Employees who are job-sharing will be considered part-time employees; they will work 25 hours or less per week and will not receive benefits. Supervisory personnel are excluded from this process.

Teleworking and AWS can only be initiated by the Department's Director. The Department's Director must complete and submit the proposed approval form – see attached.

**C. Legislative / Chronological History**

This is a Staff initiated request. Therefore, there is no legislative history.

**D. Financial Impact**

There is no financial impact associated with this request.

**E. Alternatives**

1. Approve the requested changes to the Richland County Employee Handbook as outlined above.
2. Do not approve the requested changes to the Richland County Employee Handbook as outlined above.
3. Modify the requested changes to the Richland County Employee Handbook.

**F. Recommendation**

It is recommended that Council approve the requested changes to the Richland County Employee Handbook.

Recommended by: Roxanne Ancheta Department: Administration Date: June 12, 2014

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 6/16/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Human Resources**

Reviewed by: Dwight Hanna

Date: 6/17/14

Recommend Council approval

Recommend Council denial

Item# 7

Comments regarding recommendation: Human Resources supports the position of Administration.

The annual survey last year by the SHRM (Society for Human Resource Management) found a greater increase in the number of companies planning to offer telecommuting in 2014 than those offering just about any other new benefit. By one estimate, telecommuting has risen 79% between 2005 and 2012 and now makes up 2.6 percent of the American work force, or 3.2 million workers, according to statistics from the American Community Survey. That includes full-time employees who work from home for someone other than themselves at least half the time, according to Kate Lister, president of Global Workplace Analytics, and its research arm Telework Research Network.

There are many diverse opinions on telecommuting. Yahoo CEO Marissa Mayer published a memo banning telecommuting effective June 1, 2013. “Epic fail. Hypocrite. Idiotic. There were just a few of the criticisms flung at Yahoo’s CEO Ms. Mayer after news broke that she was banning telecommuting at the company.” (The New Yorker March 18, 2014) “Mayor Bloomberg, a billionaire former CEO, said on his weekly radio show Friday that he agree with Yahoo CEO Marissa Mayer that working from home is not productive. “I’ve always said, telecommuting is one of the dumber ideas I’ve ever hear.” said the media mogul mayor. (from Your News Your Opinion WOR710 – March 1, 2013) Nicholas Bloom, a professor of economics at Stanford University, tested some ideas about telecommuting. “At the end of the experiment, employer found that the home-based employers worked more than office workers – 9.5 percent longer – and were 13 percent more productive. They were also judged to be happier, as quitting rates were cut in half.” (from New York Times March 7, 2014)

There are many reported pros (i.e. employee appreciation, work efficiency, work & life balance, employee morale, reduced absences, ability to focus on complex projects, retention, recruitment, productivity) and cons (i.e. employee jealousy, inconsistent work ethics, customer service expectations, greater planning time, communications, difficulty scheduling meetings, employee morale, greater requests than can be accommodated, lack of accountability) for AWS and telecommuting. In summary, there are many pros and cons to telecommuting. In order to be successful, there must be a combination of the right business needs of the employer, employee, type of job, supervisor, processes, procedures, and corporate culture in place.

#### **Legal**

Reviewed by: Elizabeth McLean

Date: 6/17/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

#### **Administration**

Reviewed by: Roxanne Ancheta

Date: June 18, 2014

Recommend Council approval

Recommend Council denial

Item# 7

Comments regarding recommendation: It is recommended that Council approve the requested changes to the Richland County Employee Handbook. These revisions clarify telecommuting and alternative work schedules as it relates to supervisory personnel, as well as clean up language related to these items.

DRAFT

**Teleworking / Alternative Work Schedule Request**

Employee's Name:	Job Title:
Department:	Division (If Applicable):

Item# 7

Position Description (High Level Description of Job Duties):	
Request	
<input type="checkbox"/>	Teleworking Description: (Ex: Employee will telework M, W, F from 9am – 4:30pm)
<input type="checkbox"/>	Compressed Work Week Description: (Ex: Employee will work M – Th from 8am – 6pm)
<input type="checkbox"/>	Variable / Flex Hours Description:
<input type="checkbox"/>	Job Sharing Description:
<input type="checkbox"/>	Other – Please describe:
Does the employee supervise anyone?*	Department Director / Date:
Human Resources / Date: _____	
<input type="checkbox"/> Recommend Approval	<input type="checkbox"/> Recommend Denial (List Reason(s)):
Administration / Date: _____	
<input type="checkbox"/> Recommend Approval	<input type="checkbox"/> Recommend Denial (List Reason(s)):

*\*If an employee supervises personnel, an exception must be granted by Administration for legitimate business purposes.*

# Richland County Council Request of Action

**Subject**

Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II **[PAGES 87-92]**

**Reviews**

## **Richland County Council Request of Action**

**Subject:** Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II

### **A. Purpose**

County Council is requested to approve the bid to be awarded to L-J, Inc. for Monticello Streetscape Phase II. This vendor was vetted through URS (see attached letter), the contract manager for the project, and was recommended to Richland County's Procurement Department as the lowest, responsible, responsive bidder at \$449,636.50 for Phase II of the Monticello Road Streetscape Project. Procurement has given their approval to this vendor. Phase II construction will be the final phase of the project. Richland County Community Development allocated Community Development Block Grant (CDBG) funds for construction of Phase II. No County funds will be requested for the construction. The timeline for Phase II is expected to take 120 days to complete once work begins. The project has been on hold for some time, but Phase II is ready to proceed.

### **B. Background / Discussion**

The Monticello Road Streetscape design is focused on repair of existing infrastructure, safety and beautification. There are residents, businesses, schools and churches directly impacted by the project. The community is located south of Interstate 20 at Monticello Road near the Exit 68 interchange (see attached map). Updates to this area are reflective of the 2004 Council approved Ridgewood Master Plan.

On November 13, 2012, County Council awarded Cherokee Construction the contract to construct Phase I in the amount of \$315,815.20. Phase I is complete and the final invoice has been paid. Cherokee responded to the request for bid for Phase II by submitting a no response bid along with L-J Inc. and AOS Specialty Contractors, Inc.

Initially, the estimated cost for Phase I and II for the Monticello Road Streetscape Project was \$500,000.00. The budget for Phase I construction was \$315,815.20. However, during the construction the scope of work changed and some of the items were transferred to Phase II. As a result, the final cost for Phase I was \$219,602.00.

Phase II will consist of demolition of a concrete block building and appurtenances at 5229 Ridgeway Street, and demolition of a block retaining wall. Also, Phase II includes construction and installation of concrete steps, sidewalk segments, asphalt pavements, curb, gutter, and street signage. Twenty (21) decorative streetlights will be installed, including 6 in the City of Columbia. A 305 LF retaining wall will be constructed along the east side of Monticello Road. The maximum height is expected to be 6 feet. A 185 LF modular brick wall will be constructed along the west side of Monticello Road. Standard height is expected to be 2 feet. There will also be hardscape and landscape improvements to include pedestrian ramps, cross walks and decorative street signage.

### **C. Legislative / Chronological History**

On March 2, 2010, County Council minutes reflect approval of the Monticello Road streetscape design.

On November 13, 2012, Council minutes reflect approval to award Cherokee Inc. the contract in the amount of \$315,815.20 for construction of Phase I.

On May 6, 2014, Council minutes denote approval of a Community Development budget amendment to receive \$71,000.00 from the City of Columbia earmarked for the streetscape of one city block on Monticello Road.

#### **D. Financial Impact**

There is no financial impact to the County for the approval of the Phase II construction vendor. The vendor is required to honor their bid for 90 days from the date of the bid opening (May 6, 2014). For this reason we are seeking approval of the vendor and bid for construction of Phase II. There will be a service and maintenance cost associated with the installation of the additional street lighting included with Phase II of the project; however, RCCD will be submitting a separate ROA in the near future for Council approval to amend the existing County's lighting agreement with SCE&G to include Phase II lights and a slight SCE&G rate increase.

The Richland County Community Development Department will use CDBG funds for Phase II of the Monticello Road Streetscape Project for demolition, construction, and other associated costs. This amount is \$449,636.50 CDBG funds have been earmarked for this use, pending Council approval.

#### **Ridgewood Streetscape Project**

Streetscape Construction (FY 2012/13 & 2013/14 CDBG/City)	\$378,636.50
City of Columbia	<u>\$ 71,000.00</u>
<b>TOTAL</b>	<b>\$449,636.50</b>

#### **E. Alternatives**

1. Approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).
2. Do not approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II). If not approved, the Monticello Road Streetscape would not continue.

#### **F. Recommendation**

It is recommended that Council approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).

Recommended by: Valeria Jackson Department: Community Development Date: June 6, 2014

#### **G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Item# 8



Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by Daniel Driggers:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

**Procurement**

Reviewed by Christy Swofford:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

**Grants**

Reviewed by: Sara Salley

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

**Legal**

Reviewed by: Elizabeth McLean

Recommend Council approval

Comments regarding recommendation: Policy decision left to Council’s discretion.

Date: 6/10/14

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/19/14

Recommend Council denial

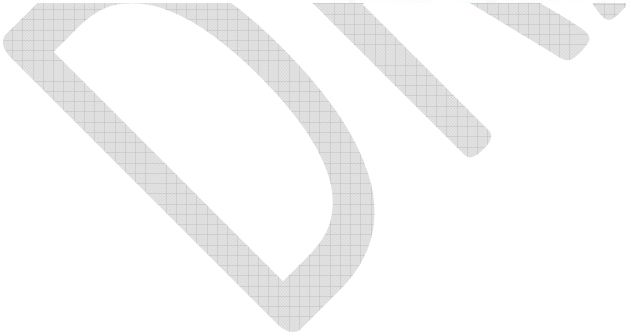
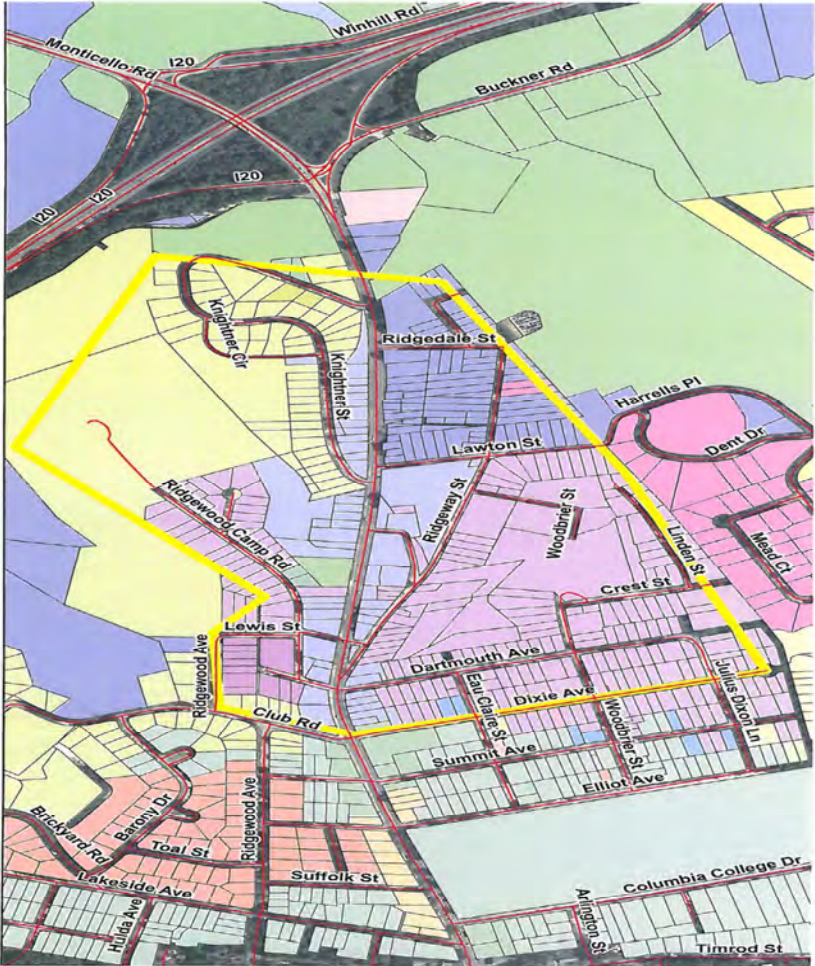
# Map of Monticello Road Streetscape Project Area

**Ridgewood Revitalization Area**

-  Roads
-  Ridgewood\_Boundary
-  <all other values>

**Zoning**

-  C-1
-  C-2
-  C-3
-  GC
-  HI
-  LI
-  M-1
-  OI
-  RG-1
-  RG-2
-  RG-3
-  RM-HD
-  RM-MD
-  RS-1
-  RS-2
-  RS-3
-  RS-HD
-  RS-LD
-  RS-MD
-  RU



## Letter from URS



May 23, 2014

Richland County Office of Procurement  
ATTN: Ms. Christy Swofford  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204

RE: Monticello Road Improvements Phase II  
CPS140592 (URS 09116/46421629)

**COPY**

Dear Ms. Swofford:

As you know, URS assisted Richland County with bidding services for the project referenced above. At the time bids were opened, L-J, Inc. was the apparent lowest bidder, with a total bid of \$449,636.50. After contacting references and reviewing the qualifications presented by L-J, Inc., it appears that L-J, Inc. is qualified to perform the work. URS recommends that Richland County award the project to L-J, Inc. in the amount of \$449,636.50. If you have no objection, we will prepare a Notice of Intent to Award for your signature. Please contact me at (803) 254-4400 when you are ready to proceed, or if you have any questions.

Very truly yours,

**URS Corporation**

Walter R. Hodges  
Project Manager

cc: Mr. Stacy Culbreath, P.E., Assistant County Engineer, Richland County  
Ms. Jocelyn Jennings, Community Development, Richland County

URS Corporation  
101 Research Drive  
Columbia, SC 29203  
Tel: 803.254.4400  
Fax: 803.771.6676

Item# 8

# Richland County Council Request of Action

**Subject**

Minimum Residence Requirement for SLBE Program Applicants **[PAGES 93-96]**

**Reviews**

# Richland County Council Request of Action

**Subject:** Minimum Residence Requirement for SLBE Program Applicants

**A. Purpose**

County Council is requested to approve the requirement for businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program.

**B. Background / Discussion**

On June 3, 2014, Chairman Norman Jackson made the following motion:

“Businesses should be established a minimum of one year in Richland County to participate in the SLBE program.”

On September 17, 2013 the SLBE Program Ordinance was passed and was amended on May 6, 2014 (see attached). Neither version contained a provision regarding the minimum amount of time firms are required to be based in Richland County before applying to the program; however, with the imminent launch of the program, Council is requested to address this issue so the requirement is clear to the potential applicants, and businesses are discouraged from relocating to Richland County solely to participate in the program. Firms that have already applied to the SLBE program as part of a team responding to the PDT solicitation will be exempt from this ordinance. Upon approval of this ordinance amendment, new applicants to the SLBE program will be required to meet this requirement by being located in Richland County on or before January 1, 2014. All forms, affidavits, and documentation will be reviewed to make a thorough determination whether the applicant satisfies all SLBE eligibility requirements as set forth in the ordinance.

The SLBE program recently processed certifications applications for firms applying on teams responding to the Program Development Team RFQ. In reviewing applications, it was evident some firms had recently relocated to Richland County presumably to meet the local requirement and participate in the program. Because this provision may not have been considered when the ordinance was written, it is recommended Council consider whether or not firms should be required to meet a minimum residence requirement to ensure only businesses that have already established some tenure in the County are able to apply and participate in the program, at least in the short term. Although Emerging SLBEs were not included in the original motion, it is recommended an ordinance amendment also include Emerging SLBEs and require they meet a minimum six-month residency requirement.

In reviewing other similar small local business programs, most require the applicant firm be located and operate in the jurisdiction for at least one year prior to submitting an application for certification. Programs researched to support this position are Clayton County, Georgia; City of Oakland, California; Washington Suburban Sanitary Commission in Baltimore, Maryland; Kansas City, Missouri.

**C. Legislative / Chronological History**

This motion was referred to the A&F Committee at the June 3, 2014 Council Meeting.

**D. Financial Impact**

There is no direct financial impact anticipated with this request.

**E. Alternatives**

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the motion to require businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program.
2. Do not approve the motion to require businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program.
3. Approve the motion to require businesses to be established in Richland County for a minimum of one year prior to participating in the Small Local Business Enterprise (SLBE) Program, along with requiring emerging businesses to be established in Richland County a minimum of six months prior to participating in the Small Local Business Enterprise (SLBE) Program.

**F. Recommendation**

I recommend that businesses should be established a minimum of one year in Richland County to participate in the SLBE program

Recommended by: Norman Jackson Department: County Council Date: June 3, 2014

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 6/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council with no direct financial impact.

**Procurement**

Reviewed by: Justine Jones

Date: 6/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approval of this amendment is recommended and supported by the SLBE program which has a goal of preventing this and other forms of exploitation to the program, and to mitigate future abuses by addressing issues of this type sooner than later in this progression of the program.

It is further recommend, in the intervening time period, the requirement be included in the On Call Engineering Team, the Dirt Road Paving Project and all future solicitations which include the utilization of SLBEs with the provision that this proposed amendment will follow the regular course of consideration as it is presented to Council for three readings and a public hearing.

**Legal**

Reviewed by: Elizabeth McLean  
 Recommend Council approval

Date: 6/19/14

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. The best course of action would be to include the new requirement in solicitations only after third reading of the ordinance; however, if there exists some urgent reason to proceed with the two solicitations named above before third reading, the County could include the language, perhaps by invoking the Pending Ordinance Doctrine. As no draft ordinance has been attached, if Council so chooses, Legal will work with Franklin Lee to draft an ordinance amendment.

**Administration**

Reviewed by: Tony McDonald

Date: 6/19/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

DRAFT

# Richland County Council Request of Action

**Subject**

Extension of EMS Billing Contract [**PAGES 97-124**]

**Reviews**



## Richland County Council Request of Action

**Subject:** Extension of EMS Billing Contract

### **A. Purpose**

County Council is requested to extend the EMS Management & Consultants, Inc. (EMSMC) Emergency Medical Services (EMS) billing contract for one year.

### **B. Background / Discussion**

Currently, EMS has two contracts with two vendors (EMSMC and Lowcountry Billing) to provide debt collection services for monies owed to the County from the public for ambulance runs.

Lowcountry Billing (Lowcountry) handles all collections on outstanding balances for services rendered by EMS from 2003-2009. Lowcountry is paid 7.9% for the net collections they receive on behalf of the County. The Lowcountry contract with the County began on July 1, 2009. The County amended and extended the contract with Lowcountry on June 28, 2010, June 30, 2011 and February 15, 2013. The contract with Lowcountry will end on June 30, 2019. The original contract with Lowcountry, along with the most recent addendum is attached.

EMSMC handles all collections on outstanding balances for services rendered by EMS from 2010 to date. The contract with EMSMC began on July 1, 2009 and ends on June 30, 2014. For their services, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. The contract with EMSMC is attached.

Staff is in the process of developing an RFP for EMS's billing services to identify vendors that will provide a lower commission percentage on the net collections they receive from citizens served by EMS. To comply with the County's procurement, it will take at least six months to complete the RFP process. In the event an issue arises that may prolong the RFP process, Staff is requesting approval of the extension of the current contract with EMSMC for one year to prevent any lapses in billing services until the bid process is completed and a vendor is selected. The current proposal from EMSMC is attached.

### **C. Legislative / Chronological History**

This is a staff initiated request; therefore, there is no legislative history.

### **D. Financial Impact**

Under the present EMS billing contract with EMSMC, EMSMC is paid 6.9% for the net collections they receive on behalf of the County. If the contract is extended, the percentage paid to EMSMC would not increase for FY 2014-2015. The proposed amendment (extension) is attached.

**E. Alternatives**

1. Approve the request to extend the contract with EMSMC for the duration of FY 2014-2015. Should County Council approve the contract with the finalist of the RFP for EMS billing, the contract would be effective July 1, 2015.
2. Do not approve the extension the contract with EMSMC for the duration of FY 2014-2015.

**F. Recommendation**

It is recommended County Council extend the EMSMC contract for one year.

Recommended by: Daniel Driggers Department: Finance Date: 6/17/2014

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers Date: 6/18/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Procurement**

Reviewed by: Christy Swofford Date: 6/19/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean Date: 6/19/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation: Policy decision left to Council’s discretion. If Council chooses to go forward with the Amendment, I would recommend that the following language be removed as this is only to be a 1 year extension:

*The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term.*

**Administration**

Reviewed by: Warren Harley Date: 6/20/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Item# 10**

Attachment number 1  
Page 3 of 27

STATE OF SOUTH CAROLINA )  
 ) **AGREEMENT FOR EMS BILLING SERVICES**  
COUNTY OF RICHLAND )

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1 day of JULY, 2009 between LOWCOUNTRY BILLING SERVICES, INC. (hereinafter "Lowcountry") and RICHLAND COUNTY, SOUTH CAROLINA (hereinafter the "County").

**WITNESSETH:**

WHEREAS, Lowcountry is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, and

WHEREAS, the County is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Lowcountry is the current ambulance billing services provider to the County; and

WHEREAS, the County has contracted for future ambulance billing services with EMS Management Consultants, with such contract term to begin July 1, 2009; and

WHEREAS, the County wishes to retain Lowcountry for a specific period of time to provide medical billing and collection services for service dates prior to July 1, 2009 and Lowcountry wishes to provide such services to the County, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, Lowcountry shall provide billing, bill processing and fee collection services for dates of service prior to July 1, 2009. These services shall include: (1) preparing and submitting claims and bills for the County to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients; (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during Lowcountry's normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue.

At no time will Lowcountry provide billing or collection services on any account with a service date of July 1, 2009 or after, nor on any account already being billed by EMS Management Consultants.

Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to account and billing information through the Lowcountry website.

Lowcountry shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. Lowcountry shall retain all financial records not tendered or returned to the County at the termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. Lowcountry will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement.

Lowcountry shall notify the County of all patient complaints about clinical services within 24 hours of receipt and notify the Client of all patient complaints about billing within ten (10) days of receipt. Lowcountry shall directly advise the County of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business.

Lowcountry is appointed as the agent of the County under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Lowcountry will have no authority to pledge credit

attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities, or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the County with or without the knowledge of Lowcountry that are paid, tendered, received or collected each month for the County's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, the County will not accept payments.

**3. RESPONSIBILITIES OF CLIENT.**

- (a) Client will provide Lowcountry with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.
- (c) In addition the Client is to provide Lowcountry with incident reports for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)].

**4. TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
  - (i) **Termination for Cause.** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of the County to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (5) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

Upon any termination of this Agreement, and during the period of any notice of termination, Lowcountry will make available to the County or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge), and will otherwise furnish reasonable cooperation and assistance in any transition to the County or EMS Management Consultants.

**6. PRIVACY.**

Confidentiality. All data and information furnished to Lowcountry by Client shall be held in confidence and safekeeping by Lowcountry for the sole use of the parties under the terms of this Agreement. Lowcountry agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than the County, or the County's designated legal counsel, any information about the County, its practice or billing, or any of the patients of the County unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

**7. GENERAL.**

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Richland County:

Richland County Government  
Office of Procurement  
Attn: Director  
2020 Hampton Street  
Suite 3064  
Columbia, SC 29204

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

LOWCOUNTRY BILLING:

Lowcountry Billing Services, Inc.

By: [Signature]  
Title: Director of Marketing  
Date: 7/1/2009

RICHLAND COUNTY:

Richland County, SC

By: [Signature]  
Title: County Administrator  
Date: 7-7-09

Witnesses

[Signature]  
\_\_\_\_\_

Witnesses

[Signature]  
[Signature]



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

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Robert L. Meyer  
[Signature]

BY: Tom McDonald  
ITS: County Administrator

Richland County Attorney's Office  
[Signature]  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

[Signature]  
Sara Mills  
Expires 1-14-2018

LOWCOUNTRY BILLING SERVICES, INC.

BY: Willie Watson  
ITS: Director of Operations

#### BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of July, 2009 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMSMC") and Richland County, SC (hereinafter "Client").

#### WITNESSETH:

WHEREAS, EMSMC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMSMC to provide medical billing and collection services and EMSMC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMSMC shall provide routine billing, bill processing and fee collection services reasonably required and customary for Service providers of similar size and situation to Client. These services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from payors and patients (as EMSMC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) submitting accounts which have not been collected during EMSMC normal billing cycle on behalf of Richland County for inclusion in the SC Debt Setoff and GEAR program through the SC Department of Revenue. Specific billing policies will be outlined in the Policies and Procedural Manual.

Coordination of handling accounts initiated prior to July 1, 2009 will be resolved prior to July 1, 2009. The Client intends to collect on these accounts provided a customer will not be billed by two entities; i.e. EMS Management Consultants and Lowcountry Billing. Accounts with outstanding balances after the insurance and/or third party payor has determined benefits due will be billed by EMSMC to the patient. EMSMC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payor has accepted responsibility to pay.

Once Client has submitted all necessary information, EMSMC will bill all uninsured patients directly.

EMSMC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include monthly, year-to-date and service inception-to-date billing and collection summary, check register report and deposit tickets. EMSMC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours. EMSMC will provide secure online web access to account and billing information through the EMSMC website: [www.emsbilling.us](http://www.emsbilling.us).

EMSMC shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. EMSMC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMSMC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. EMSMC shall provide Client with written guidelines and/or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of South Carolina providing services to Medicare, Medicaid and other government funded program patients. (The initial written guidelines / Policy and Procedural Manual is required 60-days prior to 7-1-09.) Under no circumstances will EMSMC offer advice on any tax related or legal matters.

EMSMC shall notify Client at [esd@rcgov.us](mailto:esd@rcgov.us) of all patient complaints about clinical services within 24 hours of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. EMSMC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payors, with which Client contracts ("Payor Inquiries"), and advise Client of any significant pattern of payor denials or downcodings for services billed by EMSMC on Client's behalf ("Denial Patterns"). The Client will be notified of Payor Inquiries within ten (10) business days of EMSMC's receipt of same.

EMSMC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMSMC will have

**Item# 10**

Attachment number 1  
Page 14 of 27

no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMSMC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. EMSMC is to ensure the mitigation of payments currently being sent directly to patients from insurance companies. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access. Client requires the authority to review and approve reconciliation procedures for all transactions affecting bank account 60-days prior to service start.

**2. COMPENSATION OF EMSMC.**

- (a) Client shall pay a fee for the services of EMSMC hereunder, on a monthly basis, in an amount equal to 6.9% for the term of the Contract of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMSMC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMSMC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, Client will not accept payments.

EMSMC shall submit an invoice and supporting documentation to Client by the 10<sup>th</sup> day of each month for the Compensation due to EMSMC for the previous calendar month. The Compensation amount reflected on the invoice shall have terms of net 30 days in which the invoice is first presented to Client. Payment request shall include a summary of all collections for the previous calendar month by type and be reconciled to deposit amounts reflected in the Client's bank account. Any adjustments must be pre-approved by the Client and billed on a separate invoice. All undisputed invoice amounts will be paid directly from the Client to EMSMC via paper check.

EMSMC will provide the County with a weekly packet that will contain checks received by EMSMC and a full reconciliation report for such payments. This practice will be followed until which time Client establishes a separate bank account for counter deposits.

**FEES and CHARGES** - A one-time late fee of 5% shall be added to any invoices that remain unpaid after 60 days from date in which such invoice is first received by Client. No late fee shall be charged on any formal disputed invoice until such dispute is resolved by both parties. Interest shall begin to accrue on all unpaid undisputed balances starting sixty (60) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMSMC or others in attempting to collect amounts due from client, including reasonable attorney fees.

**3. RESPONSIBILITIES OF CLIENT.**

- (a) Client will provide EMSMC with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMSMC.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. The client will report to EMSMC within ten (10) business days, payments received directly by client; and promptly notify EMSMC of any cases requiring special handling or billing. Client will implement any reasonable changes that EMSMC and Client determine to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payor or insurance carrier to allow EMSMC to carry out its billing and other duties under this Agreement; and maintain client's own files with all original or source documents, as required by law. Client acknowledges that EMSMC is not the agent of Client for storage of source documentation.



- (c) In addition the Client is to provide EMSMC with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated Medical Records, forms and certification statements provided to EMSMC are, to the best of Client's ability, true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (d) The Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

4. **TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. The Agreement shall automatically renew on the same terms and conditions as stated herein, for four successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
  - (i) **Termination for Cause.** Notwithstanding paragraph 5(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:
    - (1) Failure of Client to make timely payments due under this Agreement;
    - (2) Any willful damage to property, business, reputation, or good will of the other party hereto;

- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Solicitation of business on behalf of a competitor or potential competitor of the other party hereto;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties; EMSMC will use due diligence to identify any changes the client should make to be compliant at all levels.
- (8) Commitment of any unethical or immoral act which disparages the other party or could have the effect of disparaging the other party; or
- (9) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMSMC will make available to Client or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMSMC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMSMC with copies of checks and payments

on those accounts which were filed by EMSMC under this agreement. EMSMC shall have no further responsibilities as to such accounts after the Wind Down; however EMSMC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMSMC, regardless of whether such amounts are collected by client during or after the Wind Down period. In the event Client has an undisputed outstanding balance owed to EMSMC which is more than 45 days in arrears at the time of termination, EMSMC shall have no obligation to provide any services after the date of termination.

**6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

- (a) This Agreement to provide billing and collection services is made with EMSMC as Client's exclusive provider for all dates of service during the term hereof, except that Client may contract with Lowcountry Billing Services, Inc. to provide continued billing services for all ambulance runs made prior to the effective date of this contract. The Client may not directly file, submit or invoice for any Services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMSMC as provided in paragraph 3(b) and shall be treated as Net Collections for purposes of paragraph 2(a).
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMSMC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information. EMSMC will return claims to Client only after all efforts have been exhausted to obtain the missing information.

- (e) The Client and EMSMC shall work jointly to develop, implement, and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMSMC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMSMC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate the contract and/or (c) report the misconduct to the appropriate authorities.
- (g) The EMS billing provider on an annual basis will have a Type II audit report based on Auditing Standards No. 70 (Service Organizations) completed and will provide a copy of this report to Richland County. This report is needed so that Richland County's independent auditors can obtain needed information on the EMS billing provider's controls and the effectiveness of such controls as they plan the annual audit for Richland County. This report will contain at a minimum the following information:
  - 1. Independent auditor's opinion on the EMS billing provider's controls
  - 2. Description of the EMS billing provider's controls
  - 3. Description of the independent auditor's test of the operating effectiveness of controls and the results of those tests (testing period is a minimum period of six months).

**7. RESTRICTIVE COVENANT.**

Both parties agree that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement for any reason and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not solicit or attempt to solicit or accept any work or employ any of EMSMC's employees with whom Client had contact during the term of this Agreement, with the intent or purpose to receive from such employees the same or similar services which EMSMC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMSMC, its officers, directors, shareholders, and employees.

**8. PRIVACY.**

Confidentiality. All data and information furnished to EMSMC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMSMC for the sole use of the parties and EMSMC under the terms of this Agreement. EMSMC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

**9. GENERAL.**

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMSMC and Client. EMSMC and its employees and representatives shall be independent contractors, solely responsible for its performance under this Agreement and shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:

Richland County Government  
Office of Procurement  
Attn: Director  
2020 Hampton Street  
Suite 3064  
Columbia, SC 29204

EMSMC:  
EMS Management & Consultants, Inc.  
4731 Commercial Park Ct., Ste. B.  
Clemmons, NC 27006

With Copy to:

Karen M. Wilson  
Robinson & Lawing, LLP  
101 N Cherry Street, Suite 720  
Winston Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not

operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSMC:

CLIENT:

EMS Management & Consultants, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: President

Title: County Administrator

Date: 4/20/09

Date: May 4, 2009

Witnesses

[Signature]  
Vanessa Coxy

Witnesses

[Signature]  
Heather Brown

412943.2

Richland County Attorney's Office  
[Signature]  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

## Business Associate Agreement

This Agreement between Richland County EMS ("CLIENT"), and EMS Management & Consultants, Inc. ("BILLING COMPANY") is executed for the purpose of ensuring that BILLING COMPANY carries out its obligations to CLIENT in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA").

This Agreement encompasses BILLING COMPANY'S assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to CLIENT by BILLING COMPANY, including any such information stored and transmitted electronically, referred to as electronic protected health information ("e-PHI").

BILLING COMPANY agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Work to mitigate, to the extent practicable, any harmful effect that is known to BILLING COMPANY of a use or disclosure of PHI by the BILLING COMPANY in violation of this Agreement.
4. Report to CLIENT any use or disclosure of PHI not provided for by this Agreement of which BILLING COMPANY becomes aware;
5. Require that any agents or subcontractors to whom BILLING COMPANY provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to BILLING COMPANY with respect to such PHI;
6. Make PHI available to CLIENT and to the individual who has a right of access as required under HIPAA within 30 days of the request by Client to the individual;
7. Incorporate any amendments to PHI when notified to do so by CLIENT;
8. Provide an accounting of all uses or disclosures of PHI made by BILLING COMPANY as required under the HIPAA privacy rule within 60 days;
9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human



Services for purposes of determining BILLING COMPANY'S and CLIENT'S compliance with HIPAA;

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by BILLING COMPANY on behalf of CLIENT, and if return or destruction is not feasible, the protections of this agreement will continue to extend to such PHI.

The specific uses and disclosures of PHI that may be made by BILLING COMPANY on behalf of CLIENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by CLIENT to its patients;
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by CLIENT to its patients or to appeal denials of payment for same.
4. The uses required for the proper management of the BILLING COMPANY as a business associate.
5. Other uses or disclosures of PHI as permitted by HIPAA Privacy Rule.

BILLING COMPANY agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):

1. BILLING COMPANY agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of CLIENT.
2. BILLING COMPANY will require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of CLIENT agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
3. BILLING COMPANY agrees to alert CLIENT of any security incident (as defined by the HIPAA Security Rule) which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to CLIENT of any loss of data or other information system compromise as a result of the incident.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by CLIENT, in its sole discretion, if CLIENT determines that BILLING COMPANY has violated a material term or provision of this Agreement pertaining to CLIENT'S obligations under the HIPAA privacy or security rules, or if BILLING COMPANY engages in conduct which would, if committed by CLIENT, would result in a material violation of the HIPAA privacy or security rules by CLIENT.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMSMC:

EMS Management & Consultants, Inc.

By: [Signature]

Title: President

Date: 4/20/09

CLIENT:

Richland County, SC

By: [Signature]

Title: County Administrator

Date: May 4, 2009

Witnesses

[Signature]  
Vanessa Corey

Witnesses

[Signature]  
Heather Brown

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

**Amendment**

THIS FIRST AMENDMENT TO AGREEMENT entered into the 15<sup>th</sup> day of May 2014, by and between Richland County (hereinafter "Client") and EMS MANAGEMENT & CONSULTANTS, INC., a North Carolina Corporation, the address of which is PO Box 863, Lewisville, North Carolina, 27023 (hereinafter "contractor")

WITNESSETH:

WEREAS, the parties entered into an Agreement dated July 1, 2009 whereby the contractor agreed to provide billing and collection services for Richland County.

WHEREAS, now the parties wish to amend the Agreement to clarify the terms pertaining to:

1. Terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

ITEM ONE: Amend the Agreement Section 4(a) Term of the Agreement

This amendment will extend the term of the original agreement dated July 1, 2009 for an additional one (1) year term through June 30, 2015.

**4. Term of the Agreement**

(a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2015. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under their several seals the day and year first written above.

**EMS MANAGEMENT & CONSULTANTS, INC.**

**RICHLAND COUNTY**

\_\_\_\_\_  
Jeff Loney, CEO

# Richland County Council Request of Action

## **Subject**

Bond Issuance - Capital Project List [**PAGES 125-128**]

## **Reviews**

# Richland County Council Request of Action

## Subject: Bond Issuance – Capital Project List

### **A. Purpose**

County Council is requested to approve the attached capital project list in conjunction with the bond ordinance for approximately \$25,000,000 as presented at the planning retreat to Council members by the County Administrator.

### **B. Background / Discussion**

During the Council retreat in January 2014, the County Administrator provided Council with information about his capital needs assessment for County facilities. The recommendation included a planned bond issue for \$25,000,000 in the Fall of 2014.

During the discussion it was mentioned that the current bond market has shown very favorable rates, but can be volatile. Estimates are that if the County issues the same \$25,000,000 now to take advantage of these low rates the County could save the taxpayer more than \$3,000,000 on the total cost over the life of this loan. Council expressed an interest in pursuing the favorable interest rates and requested that the bond ordinance be included in the Council agenda after the budget process.

The County Administrator presented the above funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing the department's request as provided through the Capital Improvement Plan (CIP). The Administrator's recommended capital project list is attached for discussion.

### **C. Legislative / Chronological History**

This is a Staff initiated request; therefore, there is no legislative history.

### **D. Financial Impact**

There is no financial impact based on the approval of the capital project list. The financial impact of the bond issue cannot be determined until the bonds are issued; however, the preliminary analysis suggests the bond repayment could be absorbed within the current County debt service millage rate.

### **E. Alternatives**

1. Approve the capital project list as recommended.
2. Approve an amended capital project list.
3. Defer the approval of the capital project list until a later time.
4. Do not approve a capital project list or associated bond ordinance at this time and not move forward.

**F. Recommendation**

It is recommended that Council approve Alternative 1 with a bond ordinance.

Recommended by: County Administration Department: County Administration Date: 6/3/14

**G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by: Daniel Driggers

Date: 6/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/19/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 6/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval as outlined in the attached list. The following points should be considered:

1. Of the \$25 million available to bond, we are recommending that only \$21.5 million be bonded at this time.
2. If the lesser amount is selected for moving forward, the debt will be structured to keep the debt service flat so that there will be no change in the millage.
3. The Council may elect to proceed with the full \$25 million issue, in which case a list of unfunded requests is included from which the Council may select additional projects.
4. In order to meet the Council’s directive with respect to the funding of the recreation projects, which included Hospitality Tax funds and others sources of funds that may be needed to make up the balance, a total of \$5 million has been earmarked in the proposed capital bond for this purpose.

## Attachment - Capital Project List

Target Debt available \$25.0m

### A. Capital Projects – Considered Current Commitments

Sheriff Vehicle Replacement	\$2.0m	
Sheriff Equipment	\$700k	
Public Safety Facility	\$1.6m	
EMS Vehicle Replacement	\$2.0m	
Facility Program (flooring)	\$700k	
Restore from current year redirect (EOC \$3m, Detention Center \$4m)	\$ 7.0m	
Commitment to Destination Parks (FY15 Budget)	<u>\$ 5.0m</u>	
Current Commitment sub-total		\$ 19.0m

### B. Administrator's Recommended

Increase of Sheriff Vehicle Replacement	\$500k	
Increase of Facility Program (flooring)	\$300k	
Addition of F&G roof replacement plan	\$600k	
Township Parking Lot	\$250k	
Addition of F&G HVAC replacement plan	\$400k	
Addition of Technology replacement plan	<u>\$400k</u>	
Administrator's Recommendation sub-total		<u>\$2.5m</u>
Unissued amount		\$3.5m

**Capital Projects – Additional Request for Future consideration**

Voter Registration/Election Commission	amount undetermined
Treasurer Department – satellite office	amount undetermined
CASA/Fostering Futures \$700k annual operating costs	\$2m
Sheriff Department – Airport Hanger/Complex	amount undetermined
Sheriff Facility (\$66M requested in 2016)	\$9m
Sheriff Airplane Replacement	\$1m
Emergency Services New HQ	\$2m
EMS – Downtown Station	\$5m
F&G – Facility Renovations	\$3m
Fire – 7 new stations requested	<u>\$22m</u>