

RICHLAND COUNTY

ADMINISTRATION AND FINANCE

COMMITTEE AGENDA



Tuesday, FEBRUARY 22, 2022

6:00 PM

The Honorable Bill Malinowski

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Paul Livingston

County Council District 4

The Honorable Joe Walker

County Council District 6

The Honorable Jesica Mackey

County Council District 9

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jesica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022



Richland County Administration and Finance Committee

February 22, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Bill Malinowski
2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. December 16, 2021 [PAGES 7-15]
3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski
4. **ELECTION OF CHAIR**
5. **ITEMS FOR ACTION**
 - a. Award Contract for Body Removal Services [PAGES 16-17]
 - b. Community Planning & Development – Business Service Center - Business License Tax Rate Schedule Rebalance [PAGES 18-25]
 - c. Operational Services - Approve Funding for the Modernization of (6) Elevators at 2020 & 2000 Hampton Street [PAGES 26-28]
 - d. Operational Services - Approval to Award Contract for (2) Fire Station Roofs [PAGES 29-31]
 - e. Utilities - Hopkins Utilities Office – Sewer Connection [PAGES 32-36]
 - f. Department of Public Works – Solid Waste & Recycling Division - Approval of Class 2 Solid Waste Disposal Contract Amendment [PAGES 37-60]
6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. Request the Business License Ordinance be reviewed and changed to address items that are allowed by state law but are not being done by Richland County and resulting in large amounts of money not being collected. I will provide additional information to Assistant Administrator Jensen for review and handling prior to it getting to a committee [MALINOWSKI - December 7, 2021]

***Prior to Apr 30, 2022, staff will draft a proposed work plan and present it to the committee for consideration.*

7. ADJOURN



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



Richland County
Administration and Finance Committee Minutes
December 17, 2021
MINUTES
Council Chambers
2020 Hampton Street, Columbia, SC 29202

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, J. Walker, Overture Walker and Jessica Mackey

OTHERS PRESENT: Paul Livingston, Cheryl English, Gretchen Barron, Michelle Onley, Anette Kirylo, Tamar Black, Leonardo Brown, Patrick Wright, Steven Gaither, Stacey Hamm, Syndi Castelluccio, Randy Pruitt, Harry Polis, Michael Maloney, John Ansell, Angela Weathersby, Kyle Holsclaw, Justin Landy, Aundria Holloman, Jennifer Wladischkin, Bill Davis, Michael Byrd and Dale Welch

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 6:00PM.

2. **APPROVAL OF MINUTES**

a. **Regular Session: November 18, 2021** – Ms. McBride moved, seconded Mr. J. Walker to approve the minutes as distributed.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Mr. O. Walker moved, seconded by Mr. J. Walker, to approve the agenda as published.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. **Richland County Sheriff's Department - School Resource Officer Grant** – Mr. Malinowski noted the item was not properly before them because the information was received after the agenda deadline; however, it needs to be addressed since it is time-sensitive.

Mr. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve the grant, if awarded, for up to ten (10) additional School Resource Officers to be assigned to the Sheriff's Department and placed in Richland School District Two.

Mr. Malinowski inquired, if approved, will the ten (10) officers come from the current complement

**Administration and Finance Committee
December 16, 2021**

of deputies.

Chief Polis responded in the affirmative.

Mr. Malinowski stated his concern is how these deputies will be replaced.

Chief Polis responded the goal is to get the deputies hired as quickly as possible, get them trained and into the schools. They may have to reallocate resources within the department to ensure the positions are filled, based on the State's appropriation and rules of the grant.

Mr. Malinowski inquired if the grant money would be provided directly to the Sherriff's Department or to the schools. He noted one of the concerns was the grant becoming a part of the Sheriff's Department's appropriation and funding.

Mr. Wright responded, after his correspondence with Chief Polis, and reviewing the grant, it appears the funds go directly to the Sheriff's Department.

Chief Polis stated, the funds would go directly to the County. The Budget Office would reimburse the Sheriff's line item, based on the appropriation from the State.

Mr. Malinowski inquired if it could be stated that the grant is being used strictly for this purpose, and if this program were to end, the County would not be obligated to provide the additional funding.

Mr. Wright responded, if the grant were to end, the School District has agreed to pay 100% of the cost for the positions.

Mr. Malinowski inquired, if the School District would take it out of their current budget, or would the future budget increase to cover the costs.

Mr. Manning stated, should it come to the district to fund, they would have to see what funds were available. They might have to go into their reserve fund, or ask for a millage increase. It would be determined by the needs of the district and the future year's budget, as it would affect the funding for teachers/classrooms. He noted the district is committed to work with the County.

Ms. Mackey inquired if there is an agreement with the School District that states they will provide funding, if the grant ends.

Chief Polis responded there is not a formal document, but they have had discussions, and they believe the School District is prepared to work closely with the County to ensure the safety of the schools that the positions are funded.

Mr. Livingston inquired if the State is committed to this being a recurring grant for "x" number of years.

Chief Polis responded, his understanding is, this is going to continue beyond this fiscal year.

Mr. Livingston inquired how long it is going to be recurring.

Chief Polis responded no end date has been provided.

Ms. McBride inquired if this is State or Federal funds.

Chief Polis responded it is State funds.

Ms. McBride noted, if there was a budgeting issue, it would not be the County's obligation. She inquired who is paying for School Resource Officers in other districts.

Chief Polis responded the school districts, in connection with the County, pays for the School Resource Officer's Program. It is percentage based, and roughly 50% is paid by School District II, and the County covers the other 50%. School District I pays approximately 75% and the County pays the remaining 25%.

Ms. McBride stated, in the future, they need to vet this more thoroughly.

Ms. Barron noted her youngest son attends one of the schools that does not have a SRO, so she wants this to happen. However, she expressed her concerns regarding the School District not presenting a concrete plan or a signed document to the committee.

Mr. James Manning, Richland County School Board District 2 Vice Chair, stated Richland Two School Board has not received a draft document to consider. They have been advised by legal counsel about binding future boards, which would need to be considered in the document.

Richland County School Board District 2 Chair, Dr. Teresa Holmes stated Richland District II wants to have an officer in every school because the safety of the students is important.

Mr. Manning stated they are applying for ten (10) officers, but that does not mean they will get ten (10). The current board is committed to ensuring there are resource officers in the remaining schools, so if they are not awarded all ten (10) they will find money in the budget to cover the remaining schools.

Ms. Barron inquired why the school district did not have a copy of the MOU.

Chief Polis responded, in the interest of getting something in front of the committee, the Sheriff's Department's attorney draft a sample document. The Sheriff's Department was awaiting feedback from the County Attorney's Office before providing the document to the School District.

Ms. Barron inquired if the Sheriff's Department needs to take additional steps before this process can be finalized.

Chief Polis responded it is ultimately up to the body on how to move forward.

Mr. O. Walker inquired if the funds are coming from the State as part of a grant.

Chief Polis responded in the affirmative.

Mr. O. Walker inquired if the County would have to give its imprimatur and the green light for these funds.

Chief Polis responded in the affirmative.

Mr. O. Walker inquired if the funds will be coming from the State Treasurer's Office directly to Richland County, and once "touched" the County owns it.

Chief Polis responded in the affirmative.

Mr. O. Walker inquired if a check will be issued to the Sheriff's Department as reimbursement for the School Resource Officers, whether it was three (3), five (5), or ten (10).

Chief Polis responded in the affirmative.

Mr. O. Walker noted it will be recurring funds, but they do not have a firm answer on how long those dollars will be recurring. In the event the appropriation is not renewed by the State, the County will be responsible for funding the SROs.

Chief Polis answered in the affirmative.

Mr. O. Walker inquired if there was a binding agreement signed between the Sheriff's Department and Richland County 2 in the event the appropriation was not renewed.

Chief Polis answered in the affirmative.

Mr. O. Walker inquired if there are any other districts receiving the SRO appropriation, or are they paying for them out of their budget.

Chief Polis responded, to his knowledge, there are no other school districts receiving State appropriations.

Mr. O. Walker inquired about the time line.

Chief Polis responded, around January 1st, they will be notified by the State on how many, if any, positions have been awarded. The positions have to be filled, and deputies in schools, by March 31, 2022.

Mr. O. Walker noted this is something we want to see happen, but there is a concern about adding to the Sheriff's Department's budget. He requested assurance, preferably in writing, if the appropriation is not renewed the School District would pick up the tab.

Mr. Livingston inquired who submitted the grant to the State.

Chief Polis responded the paperwork is completed by the school district and submitted by the Sheriff's Department to the State. He noted, on October 6, the Richland School District II Superintendent, Dr. Davis, made the request in writing. The School District and the Sheriff's Department worked together to identify the ten (10) schools.

Mr. Livingston inquired if the funds could be given to the County, and the County provide the funds directly to the School District.

Chief Polis responded, based on the terms of the grant, the Sheriff's Department has to implement the grant.

Ms. Mackey noted she understands Mr. Manning's point of not wanting to tie the hands of future boards, but this grant puts Council in the position to do so. She suggested working with the Budget Department to ensure we account for the funding, as we are the ones collecting it, as we move forward with the budget.

Mr. Malinowski requested the County Attorney to review the grant to see if there is a way the funds could be given directly to the School District.

Chief Polis stated the grant requires the law enforcement agency has to handle the grant.

Mr. Manning stated, depending on the language, the Board may be able to sign the document, but he does not want to overcommit without seeing the document. He noted, if Council did not apply for the grant, it would saddle the district with the entire cost of the SROs. He noted they have found weapons at some of their schools, and they need SROs to ensure the safety of their students.

Dr. Holmes stated they are committed to this because it is something needed as schools are changing, and the climate is different; therefore, there is a need for resource officers in schools. She noted they would appreciate the County's assistance with the grant.

Ms. English stated, as a former mental health counselor in the schools, she understands the importance of SROs. She thanked everyone for bringing this item to Council.

Mr. Wright stated the County has the same restraints as binding future bodies, but they enter into MOUs. He inquired as to why the School District could not sign the MOU.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward this item to Council with a recommendation to approve the grant, if awarded, for up to ten (10) additional School Resource Officers to be assigned to the Sheriff's Department and placed in Richland School District Two.

Mr. Malinowski moved, seconded by Mr. J. Walker, to add this item to the January 4, 2022 Council meeting.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous

Mr. Malinowski requested that staff get the information to Council as soon as possible.

- b. **RCSD Crisis Intervention Team Grant** – Mr. Malinowski stated there will be one deputy assigned to the crisis intervention team. The grant will cover salary, fringe benefits and equipment. He inquired if the \$200,000 is for one deputy.

Chief Polis responded \$65,000 goes to the Department of Mental Health to fund their implementation. The other \$135,000 is being held by the foundation, pending Council action, to fund the full-time deputy and requisite equipment for the position.

Ms. Mackey moved, seconded by Mr. J. Walker, to forward to Council with a recommendation to approve the grant for the expansion of the Richland County Sheriff's Department Crisis Intervention Team. Funding will be provided by the SC Department of Mental Health for salary and fringe benefits for a credentialed Mental Health Counselor to be assigned to the Crisis Intervention Team.

Ms. McBride stated she supports this initiative and schools need more mental health specialists. She requested staff to look over the legislation and ordinance regarding the County being responsible

for grant positions and determine if the County is legally responsible for picking up those positions.

Mr. Malinowski inquired if this position has been ongoing for a few years.

Chief Polis responded in the affirmative. He noted, in April 2021, the Sheriff took one deputy, in partnership with the Department of Mental Health, and paired them with a clinician to learn how to interact with people who are experiencing a mental health crisis. He noted they allocated existing resources to this program because this is the future of 21st century policing. Since April, the team received over 2,000 calls for service, but were only able to respond to approximately 530. The demand there because we do not want to criminalize mental health issues.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward to Council with a recommendation to approve the grant from the Department of Mental Health to expand the Crisis Intervention Team.

- c. **Department Of Public Works – Storm water Management – Street Sweeper Procurement** – Mr. O Walker moved, seconded by Ms. Mackey, to forward to Council with a recommendation to approve the purchase of an Elgin Regen X Street Sweeper in the amount of \$230,315.64 from Joe Johnson Equipment.

Mr. Malinowski inquired if they use the current street sweeper daily.

Mr. Maloney responded they do when it is in service. He noted the equipment is down approximately 20% of the time.

Mr. Malinowski inquired how the price is the same as the bid from 7 years ago, and if the price is the best since we did not request a bid.

Mr. Maloney responded they did a lot of searching, and this company is the only source for this type of equipment. If they chose another brand, they could be waiting an indefinite amount of time for the street sweeper, as there is nothing available at this time.

Mr. Malinowski inquired if there is a warranty included.

Mr. Maloney responded he would have to bring that information back.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward to Council with a recommendation to approve the purchase of an Elgin Regen X Street Sweeper in the amount of \$230,315.64 from Joe Johnson Equipment.

- d. **Township Auditorium Theatrical Rigging Installation Project** – Ms. Mackey moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the contract with Production Unlimited in the amount of \$384,258.40 (plus a contingency of \$65,741.60) for a total of \$450,000.00 to install Front of House (FOH) Rigging Points.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous.

- e. **Vehicle Leasing Negotiations** – Mr. O. Walker moved, seconded by Mr. J. Walker, to forward to Council with a recommendation to approve the award of the vehicle leasing contract to Enterprise Fleet Management.

Mr. Malinowski inquired as to what we are getting for \$2.5M, and if it includes servicing of the vehicles.

Ms. Thomas responded services are covered under a service contract, which is paid out of a separate pot. The \$2.5M includes the vehicles and warranty.

Mr. Malinowski inquired if they trade-in the vehicles.

Ms. Thomas responded in the affirmative.

Ms. McBride inquired about the cost savings.

Ms. Thomas responded it is not a cost savings, per se, it is a way to put the fleet on a schedule for change out. We will be spending the same amount and be on a normal cycle. In addition, we will not be borrowing money for 20 years on a vehicle with a 10-year life span.

Ms. McBride stated, for clarification, we are not saving actual cash dollars.

Mr. Thomas responded we are reallocating dollars, rather than trying to maintain a fleet. There will be dollars saved on maintenance over the long-term because we will be turning the vehicle on a regular basis.

Ms. McBride inquired at which cars are included, and if it includes the Sheriff's Department.

Ms. Thomas responded there were 235 vehicles approved from the General Fund, and include the Sheriff's Department vehicles.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward to Council with a recommendation to approve the award of the vehicle leasing contract to Enterprise Fleet Management.

- f. **Department of Public Works – Solid Waste & Recycling Division – Area 1 Collections Agreement Amendment** – Mr. Malinowski stated this item is before us because of the denial of the previous staff recommendation.

Mr. O. Walker moved, seconded by Ms. Mackey, to forward to Council with a recommendation to approve the amendment to Area #1's Collections Agreement.

Mr. Malinowski inquired what "COR" stands for.

Mr. Maloney responded it stands for "Contracting Officer Representative".

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward to Council with a recommendation to approve the amendment to Area #1's collections agreement.

g. **Department of Public Works 0 Solid Waste & Recycling Division – Area 3 Collections Agreement Amendment** – Mr. Malinowski stated this item is before us because of the denial of the previous staff recommendation. He noted the request is to extend the Area #3 Collection Agreement until May 21, 2022.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to extend Area #3's Collections Agreement until May 21, 2022.

Ms. Mackey inquired if May is long enough to extend the contract.

Mr. Maloney responded in the affirmative.

Mr. Malinowski inquired if we will have to abide by the new regulations passed by Council.

Mr. Maloney responded the negotiations will include everything in the RFP.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward to Council with a recommendation to extend Area #3's Collections Agreement until May 21, 2022.

h. **Department of Public Works 0 Solid Waste & Recycling Division – Area 6 Collections Agreement Amendment** – Mr. Malinowski noted the recommendation is to approve the contract extension to September 30, 2022. He inquired if this is to be rebid.

Mr. Maloney responded in the affirmative.

Ms. McBride moved, seconded by Mr. Mackey, to forward to Council with a recommendation to extend Area #6's Collections Agreement to September 30, 2022.

In Favor: Malinowski, McBride, J. Walker, O. Walker and Mackey

The vote in favor was unanimous to forward to Council with a recommendation to extend Area #6's Collections Agreement to September 30, 2022.

Ms. Mackey inquired if staff will be able to move forward with Items (f), (g) and (h) since these items will not be before Council until February.

Mr. Brown responded, in the agreement, if the County has communicated it is in the County's best interest to renegotiate, renew or rebid, we have to ability to move forward. He noted they will move forward with renegotiating the agreements.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

a. **I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland**

Administration and Finance Committee

December 16, 2021

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County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride –March 2, 2021] – Mr.

Brown stated, in terms of moving the process forward, we are still moving forward by having diversity and equity included in the program, as well as, looking at how we operate. This is something we talked about in the strategic planning process, and are committed to doing in the upcoming year.

6. **ADJOURNMENT** – The meeting adjourned at approximately 6:50 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Christy Brazell	Title:	Deputy Coroner
Department:	Coroner's Office	Division:	Click or tap here to enter text.
Date Prepared:	January 28, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 1, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 17, 2022
Finance Review	Stacey Hamm via email	Date:	February 16, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Award Contract for Body Removal Services		

RECOMMENDED/REQUESTED ACTION:

The Coroner recommends Council approve the award of a contract to Premier Care Services for Body Removal Services

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The RCCO seeks to enter into contract with Premier Care Services based on solicitation RC-478-P-2022, for a period of one (1) year with up to four 4 one year renewals. The estimated annual award would be \$135,000.00 but could fluctuate based on the number of deaths within Richland County. A budget increase will be necessary for fiscal year 22-23 in the amount of \$65,000.00. A budget amendment will be necessary this fiscal year to cover the remainder of the year's services in the amount of \$65,000.00

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Coroner's Office (RCCO) requests County Council approve the award of the Body Removal Services contract to Premier Care services. This service is a crucial part of the Coroner's office and requires a company with experience and compassion. If RCCO is unable to award this contract, not being able to transport deceased bodies will cause harmful pathogens to be released into the community therefore contaminating the air and water supply.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Request for Proposals RC-478-P-2022 was issued in November 2021 and three (3) vendors responded. The proposals were scored by an evaluation team and the highest ranked offeror, Premier Care Services, demonstrated their abilities in the areas of their approach to the services, performance history and professional background, location, type of body bags utilized and cost as outlined in the solicitation's requirements.

ATTACHMENTS:

1. Procurement documentation to be provided under separate cover



Agenda Briefing

Prepared by:	Zachary Cavanaugh	Title:	Director of Business Services
Department:	Community Planning & Development	Division:	Business Service Center
Date Prepared:	January 13, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	January 20, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 2, 2022
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee	Administration & Finance		
Subject:	Business License Tax Rate Schedule Rebalance		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the rebalanced Business License Tax Schedule to prevent a loss in revenue from businesses being placed into their new rate classes mandated by SC Act 176

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Counties, Cities and towns must rebalance their business license tax rates to ensure revenue neutrality during the 2022 business license cycle. In other words, achieving compliance with SC Act 176 during the first year of 2021 cannot have the effect of creating a revenue windfall relative to 2020 revenue.

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

None.

REGULATORY COMPLIANCE:

SC Act 176 (Business License Standardization Act) requires any licensing jurisdiction in South Carolina to place all the business types into their state mandated rate classes. Licensing jurisdictions are able to rebalance their rate classes to ensure revenue neutrality in license year 2022 compared to license year 2020.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval of the attached business license tax rate schedule. To comply with SC Act 176 businesses are being placed into their new rate classes mandated by state law and to ensure revenue neutrality the business license rates must be adjusted prevent a windfall in revenue during the 2022 business license year.

Once each business type is placed into its state mandated rate class which is determined by the businesses NAICS code the business license tax schedule will need to be balanced to ensure revenue neutrality in license year 2022 compared to the revenue collected in license year 2020.

This will affect what the Business Service Center charges each business type for their business license annually.

SC Act 176 standardizes business license practices throughout South Carolina which will make doing business in SC easier and more efficient.

If this request is denied Richland County would stand to lose over 1 million dollars in revenue collected from business license taxes.

One alternative would be to place each business into their new rate classes and not rebalance the license rate tax schedule which would result in a loss of over 1 million dollars in revenue.

Please see the attached ordinance amendment which includes the new business license tax schedule.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Proposed Rate Schedule



2021 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale trade	1.00
44	Retail trade	1.00
45	Retail trade	1.00
48	Transportation and warehousing	2.00
49	Transportation and warehousing	2.00
51	Information	4.00
52	Finance and insurance	7.00
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
721	Accommodation	3.00
722	Food services and drinking places	1.00
81	Other services	5.00
Class 8	Mandatory or Recommended Subclasses	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40

713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
Class 9	Optional Subclasses	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70
31	Manufacturing	9.80
32	Manufacturing	9.80
33	Manufacturing	9.80

Note: Class Schedule is based on 2017 IRS data.

Richland County Business Service Center Business License Tax Schedule

Rates

<u>Rate Class</u>	<u>Income \$0-2,000</u>	<u>All Income over \$2,000 (Rate per \$1,000 or fraction thereof)</u>
1	\$16.85	\$0.84
2	\$18.85	\$0.94
3	\$20.85	\$1.04
4	\$22.85	\$1.14
5	\$24.85	\$1.24
6	\$26.85	\$1.34
7	\$28.85	\$1.44
8	See Class 8 Rates Below	See Class 8 Rates Below

Non-Resident Rates

Unless otherwise specially provided, all minimum taxes and rates shall be doubled for non-residents and itinerants having no fixed principal place of business within the county.

Declining Rates

Declining rates apply in all cases for gross income over \$1,000,000.00	
Gross Income (In Millions)	Percent of Class Rate for each additional \$1,000
0.00-1.00	100%
1.01-2.00	95%
2.01-3.00	90%
3.01-4.00	85%
4.01-5.00	80%
5.01-6.00	75%
6.01-7.00	70%
7.01-8.00	65%
8.01-9.00	60%
9.01-10.00	55%
Over 10.00	50%

Decals

Coin Operated Machines- All coin-operated amusement, skill, and music machines shall have a decal posted upon it. The cost per decal is \$12.50

Passenger Transportation Vehicles- All taxis, limos, shuttles, and any other type vehicle, motorized or non-motorized, whose primary purpose is to move people from one place to another shall post one decal on each vehicle. Vehicles shall be charged according to the table below.

<u>Place of Registration</u>	<u>Cost per decal</u>
In Richland County	\$115.84
Outside Richland County	\$173.76

Business Vehicles- Any personal or company vehicle which has anywhere upon it any visible markings, i.e., magnets, stickers, decals, etc. to identify the vehicle as associated with a business and is used by the business to go to or from locations in the county to conduct any business shall post one decal on the rear of each vehicle to identify the business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

Class 8 Rates

<u>Rate Class</u>	<u>NAICS#</u>	<u>Business Type</u>
8.20	482	Railroad Companies, Exempt from County, SC Code Section 4-9-30
8.30	517311	Wired Telecommunications Carriers, Exempt from County, SC Code Section 4-9-30

8.30	517312	Wireless Telecommunications Carriers (except Satellite), Exempt from County, SC Code Section 4-9-30
8.40	5241	Insurance Carriers, Exempt from County, SC Code Section 4-9-30
8.40	5242	Insurance Brokers for non-admitted Insurance Carriers, Exempt from County, SC Code Section 4-9-30

<u>Rate</u>	<u>NAICS#</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
8.10	23	Contractors, Construction (All Types)	\$40.00	\$1.00

1. All out-of-county income, for which a business license has been paid, must be reported as part of the gross income. (This income will then be deducted, as described in Section 16-7 of the Business License Ordinance.)
2. A trailer at the construction site is not a permanent place of business under this ordinance.
3. The total business license fee for the full amount of the contract shall be paid prior to the issuing of a building permit or the commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. Before any County Certificate of Occupancy is issued, any change orders resulting in a higher contract value to the contractor must be reported and the business license tax increased as necessary (except as provided in Section 16-7(4)). An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base fee shall be paid in a calendar year.
4. Before any electrical or plumbing contractor shall be issued a business license, a master's license must be obtained in his or her respective field and post bond as provided by the plumbing and electrical ordinances of the county. Subcontractors furnishing labor for and/or supervision over construction or providing any type of contractual service shall be held liable for payment of the business license fees set forth in the section on the same basis as are prime contractors.
5. No contractor shall be issued a business license until all State and County qualification examinations and trade license requirements have been met. Each contractor shall post a sig in plain view on each job identifying the contractor with the job and shall furnished the License Inspector with a list of all sub-contractors for the same job. Each and every vehicle at the job site shall display a contractor decal, as provided in Section 16-5(4)(a).
6. Sub-Contractors shall be licensed on the same basis as general or prime contractors for the same job, and no deductions shall be made by a general or prime contractor for value of work performed by a subcontractor. Genera or prime contractors will be responsible and will pay for the business license of any sub-contractor doing work on the project if the sub-contractor is found without a county business license.

7. All contractors located in the unincorporated areas of Richland County must report all income received in the prior year to the business license office during the renewal period. Each contractor shall itemize and deduct all update fees paid to Richland County, or any other jurisdiction, as part of the business license application.
8. No part of this rate shall be construed to conflict with the exemption provided for in Section 16-7(4)

<u>Rate</u>	<u>NAICS#</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
8.51	713120	Amusement Parks and Arcades	\$40.00	\$1.00
8.52	713290	Nonpayout Amusement Machines	\$40.00	\$1.00
8.60	713990	All Other Amusement and Recreational Industries (pool tables)	\$40.00	\$1.00

Class 9 Optional Sub-Classes

<u>Rate</u>	<u>NAICS#</u>	<u>Business Type</u>	<u>Base Rate</u>	<u>Incremental Rate</u>
9.10	423930	Recyclable Material Merchant Wholesalers (Junk)	\$40.00	\$1.35
9.20	522298	Pawnshops	\$40.00	\$1.35
9.30	4411	Automobile Dealers	\$40.00	\$1.30
9.30	4412	Other Motor Vehicle Dealers	\$40.00	\$1.30
9.41	454390	Other Direct Selling Establishments (Regular Peddlers)	\$50.00	\$2.00
9.42	454390	Other Direct Selling Establishments (Seasonal Peddlers)	\$15.00	\$1.25
9.50	713290	Bingo Halls	\$40.00	\$1.20
9.60	711190	Other Performing Arts Companies (Carnivals and Circuses)	\$40.00	\$1.25

9.70	722410	Drinking Places (Alcoholic Beverages)	\$40.00	\$1.25
9.91	454210	Vending Machine Operators	\$35.00	\$1.20
9.92	562212	Solid Waste Landfill	\$40.00	\$1.25
9.93	713990	All Other Amusement and Recreation Industries	\$40.00	\$1.25
9.94	722330	Mobile Food Services	\$40.00	\$3.00



Agenda Briefing

Prepared by:	David Bertolini	Title:	General Manager
Department:	Operational Services	Division:	Facilities & Grounds
Date Prepared:	February 3, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 8, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 7, 2022
Finance Review	Stacey Hamm via email	Date:	February 7, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approve funding for the modernization of (6) elevators at 2020 & 2000 Hampton Street		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the use of Operational Services project bond funds to finance the modernization of (3) elevators at the Richland County Administration and (3) elevators at the Richland County Health Building.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds for this project have been identified and approved by County Council though the FY21 budget process. The funds are in budget GL-1344995000.530300/JL-13443170.530300 (Operational Services Capital Projects). \$2,950,000 in funding was to be utilized for the Administration/Health buildings HVAC project, but alternate funding has been provided through the ARP (American Rescue Plan). The Elevator Modernization Project would be funded out of the unencumbered remaining funds. The request would be \$870,000 plus \$120,000 in contingency for a total amount of \$990,000.

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

None.

REGULATORY COMPLIANCE:

As the present elevators continue to age, there is the possibility of an increase of possible notices of violation from the South Carolina LLR which could include fines and/or cease and desist orders.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Building and the Richland County Health Building, located at 2020 Hampton Street and 2000 Hampton Street respectively, were constructed in late 1990. The buildings design incorporated three elevators: two banked passenger elevators that are located in the main lobby and one freight elevator for each building. The six elevators have not been modernized with new controllers and equipment since 1990. Therefore, the elevator equipment in the buildings is original to the facility and has far exceeded its expected lifespan of 25 years.

Due to high annual service cost, high repair cost, and unavailability of replacement parts, staff determined the elevators needed to be reviewed for the best course of action to improve the reliability of the elevators and to reduce the monthly down time. During the review staff determined the hydraulic power units are beginning to fracture causing hydraulic fluid to leak. Staff also determined the hydraulic power unit needs to be replaced in all (6) elevators within the next (12) months to avoid equipment failure.

After fully evaluating the site, staff determined that a complete modernization of the elevators would be the best course of action.

The modernization, includes but is not limited to the following items:

- * Replacement of the control systems for each elevator (the computer that operates the elevator)
- * Replacement of the motor and machines (the motor & gears that physically move the elevator)
- * Replace the cab interiors & lights (up-fit the inside of the elevator cabs with new materials)
- * New call buttons at the hall stations & cab (new buttons inside and outside the elevator)
- * New elevator door panels (the door panels inside the elevator cab)
- * New door operators (the equipment that opens and closes the elevator doors)
- * Tie all required elevator equipment into required building systems (tie elevators to the fire, security access, & HVAC systems as required by code)

*Due to construction constraints or still in operational condition, the following items will not be replaced:

- * Elevator hall door frame (is within the concrete/block walls- but are in good condition)
- * Elevator door panels hall side (is tied into the door frame- are in good condition)
- * Elevator rails (the beams that the elevator rides on- are in the elevator shaft and too large to install- and are in good condition)
- * Elevator cab frame (The structural box of the elevator cab-this item is in good condition and does not need to be replaced)

Once the modernizations are completed, the elevators will comply with the most current safety codes.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Total cost for replacement of the (6) hydraulic power units is approximately \$142,800

The yearly service agreement for the (6) elevators has increase \$3,248 per year since 2018

Repair costs have increased an average of \$7,237 per year since 2018

Yearly service calls have increased from 10 calls in 2018 to 43 calls in 2021

ATTACHMENTS:

1. Click or tap here to enter text.



Agenda Briefing

Prepared by:	David Bertolini	Title:	General Manager
Department:	Operational Services	Division:	Facilities & Grounds
Date Prepared:	December 29, 2021	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	January 27, 2022
Budget Review	Abhijit Deshpande via email	Date:	January 31, 2022
Finance Review	Stacey Hamm via email	Date:	January 31, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approval to award contract for (2) Fire Station roofs		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the award for Request for Bid #RC-479-B-2022 - Fire Station Roof Repair Project to Frizzell Construction Co. Inc. dba of Summit BSR Roofing

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Staff requests approval of \$130,039.45 plus contingency of \$9,960.55 for a total of \$140,000 for the project. Funding is available in the FY22 Operational Services Facilities & Grounds - Fire budget line, no additional funding is required. Requisition R2200761 has been entered to encumber the funds.

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

None.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

The fire stations' roofs have become deteriorated, ineffective, time consuming, beyond repair and cost prohibitive. Operational Services requested a solicitation be advertised for the removal of the existing roofing systems and installation of new KEE-EPI roofing systems for the following two locations:

1. Killian Fire Station (Station #27), 9651 Farrow Road
2. Congaree Run Fire Station (Station #29), 115 Old Congaree Run Road

Procurement issued Solicitation RC-479-B-2022, "Fire Station Roof Repair Project," on October 26, 2021. The solicitation was publicly advertised. There were three responses to the Request for Bid from:

- Frizzell Construction Co. Inc. dba Summit BSR Roofing
- Land Roofing Co.
- CMS Roofing

Land Roofing Co. of Sumter was the apparent low bidder. After reviewing the submittal, the company was found to be non-responsive. Frizzell Construction Co. dba Summit BSR Roofing was the lowest, responsive, responsible bidder.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

1. Bid Tabulation

RC-479-B-2022 Fire Station Roof Repairs
Due: November 23, 2021 @ 2:00PM EST

CMS Roofing	Frizzell Const Co DBA...	Land Roofing Co*
\$ 179,600.00	\$ 130,039.45	\$ 129,900.00

* After review this bid was found to be non-responsive.



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Click or tap here to enter text.
Date Prepared:	November 30, 2021	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	January 20, 2022
Budget Review	Abhijit Deshpande via email	Date:	January 25, 2022
Finance Review	Stacey Hamm via email	Date:	January 20, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Sewer Ad Hoc		
Subject:	Hopkins Utilities Office – Sewer Connection		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of Change Order Proposal to Division 3 - TCO Construction to connect the existing Hopkins Utilities Office to the new Southeast Sewer System at 1629 Clarkson Road.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Southeast Sewer and Water Expansion Project (SESWEP) has the funds for this work. The estimated fee for the change order is \$52,337.53 which includes a 5% contingency (\$2492.26).

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

None.

REGULATORY COMPLIANCE:

Currently, there is a porta-potty at the Hopkins Utilities Office, which is not sufficient for permanently located staff at this location. Therefore, the contractor will install a grinder pump station and 1450 feet of forcemain to connect the facility to the SESWEP.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

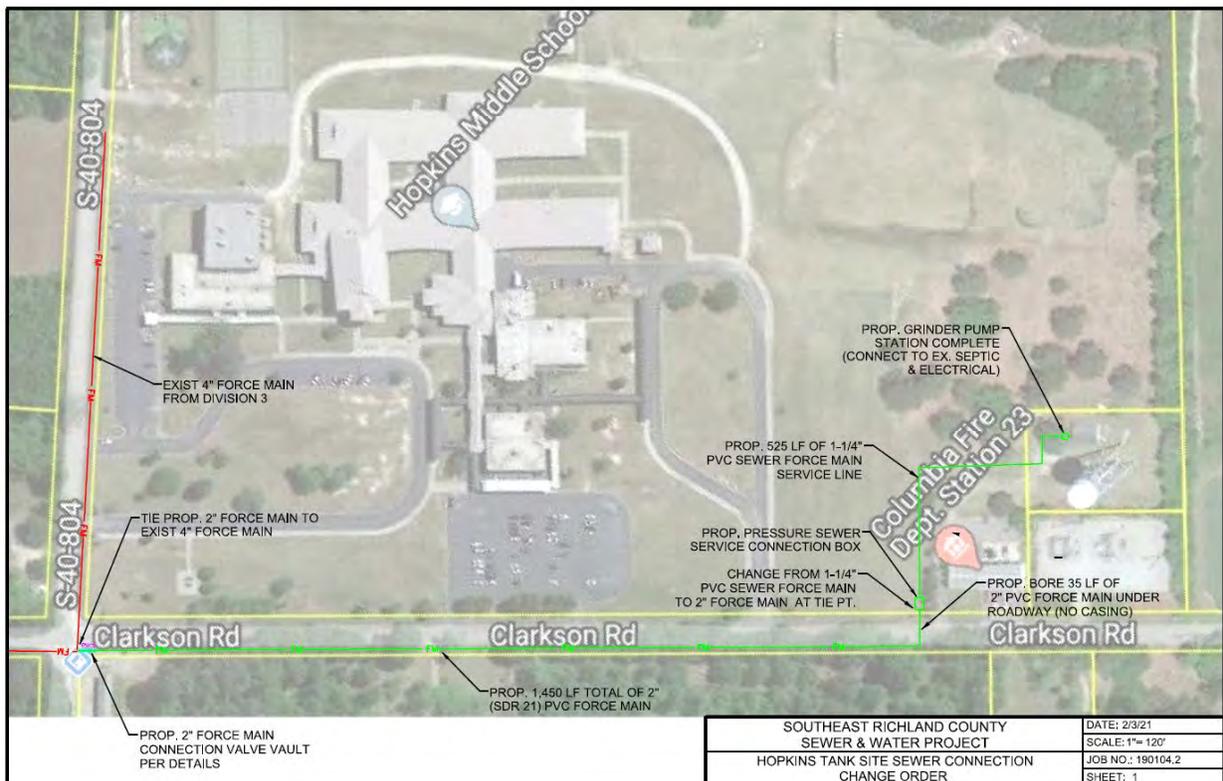
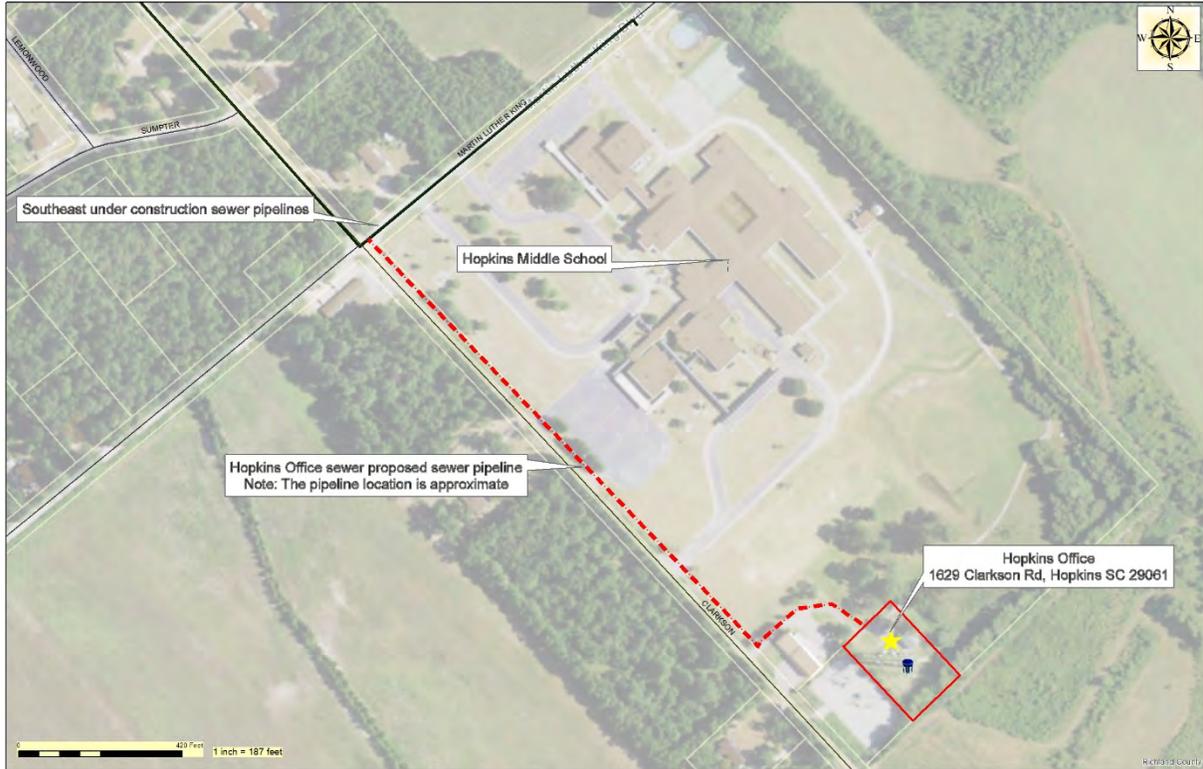
The facilities team tried to help us place a septic tank and drain field in 2017. The project was stopped after it was determined that the ground is not good for the drain field septic system. A porta-John was placed to help the one staff member at a time for the water system. The Fire Department is already having an issue with the drain field. This was the same reason the Magistrate office changed to connect to the SE Project lines in 2020. Once the Transfer area was taken over in 2020, the Maintenance staff quickly determined that one hour drive is too long to respond to the customer tickets and we need to have a full-functioning office facility for maintenance and operations staff working in the Lower Richland. This fully-staffed office facility with computer access and warehouse supply storage to help respond to customer emergencies, trouble tickets, and maintenance of the fifteen lift stations and two water systems.

ADDITIONAL COMMENTS FOR CONSIDERATION:

RCU worked with Procurement and contractor on a change order to construct the proposed connection to the SESWEP. A quote for this work was received and evaluated by Joel E. Wood & Associates, the consultant for the project. The quote is attached below. The recommendation is to award a change order to TCO for the price of \$52,337.53 to cover the construction; see attachment. This cost contains a 5% contingency to cover any changes that may occur during the construction of the project.

ATTACHMENTS:

1. Map of the area
2. Changer Order Proposal





JOEL E. WOOD & ASSOCIATES

PLANNING • ENGINEERING • MANAGEMENT

HOPKINS TANK SITE SEWER CHANGE ORDER					
REVISED 11/23/2021					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION**	1	LS	\$4,275.00	\$4,275.00
2	CONSTRUCTION STAKING	1	LS	\$1,140.00	\$1,140.00
3	SEDIMENT & EROSION CONTROL	1	LS	\$1,140.00	\$1,140.00
4	TRAFFIC CONTROL	1	LS	\$3,990.00	\$3,990.00
5	GRASSING: SEEDING, FERTILIZER, & MULCH	1	AC	\$2,150.04	\$2,150.04
6	SEWER GRINDER PUMP STATION COMPLETE (INCLUDES CONNECTION TO EX. SEPTIC & ELECTRICAL)	1	EA	\$12,608.40	\$12,608.40
7	PRESSURE SEWER SERVICE CONNECTION BOX	1	EA	\$2,853.88	\$2,853.88
8	2" PVC (SDR 21) SEWER FORCE MAIN COMPLETE	1,450	LF	\$7.98	\$11,571.00
9	BORE 2" PVC FORCE MAIN UNDER ROADWAY (NO CASING)	35	LF	\$31.95	\$1,118.25
10	1-1/4" PVC SEWER FORCE MAIN SERVICE	525	LF	\$6.00	\$3,150.00
11	TIE 2" FORCEMAIN TO EXIST 4" FORCE MAIN W/ TAPPING SLEEVE, VALVE & REDUCER	1	EA	\$5,266.80	\$5,266.80
12	REMOVE & REPLACE GRAVEL DRIVES	5	SY	\$35.67	\$178.35
13	REMOVE & REPLACE ASPHALT DRIVES	5	SY	\$80.71	\$403.55
CONSTRUCTION COST =					\$49,845.27
CONSTRUCTION CONTINGENCY (5%)=					\$2,492.26
TOTAL CONSTRUCTION COST =					\$52,337.53

** Note: When Change Order #12 that was submitted on October 19, 2021 is approved, TCO has agreed to deduct the mobilization amount of \$4,275.00 for this change order.

CONTRACT CHANGE ORDER

Project: SE Richland County Sewer + Water System Expansion - Div. 3
Date: 11/30/2021 **SRF No.:** 574-20
Contractor: TCO Construction **Owner:** Richland County Government
Contract No.: CN200032 **Change Order No.:** 14

Description (quantities, units, unit prices, change in contract time, etc.) and necessity of changes (attach adequate documentation-maps, correspondence, etc):

Hopkins Tank Site Sewer change order - revised November 18, 2021. When CO Proposal #12 is approved, TCO will deduct the mobilization amount of \$4,275.00 from this change order total.

Please attach cost documentation with associated changes (show increase and decrease in contract price).

Original Contract Price:	\$ 5,822,025.04
Change in Contract Price due to this Change Order:.....	\$ -49,845.27
Total Decrease of this Change Order:.....	\$ -
Total Increase of this Change Order:.....	\$ 49,845.27
Net (increase)(decrease) in Contract Price:.....	\$ -49,845.27

1. Is proposed change an alternate bid? yes no
2. Will proposed change alter the physical size of the project?
If yes, explain. yes no
3. Effect of this change on other prime contractors:
4. Has consent of surety been obtained? yes n/a
5. Will this change affect expiration or extent of insurance coverage?
If yes, will the policies be extended? yes no
 yes no

The sum of \$ 49,845.27, is hereby (added to)(deducted from) the total contract price, and the total adjusted contract price to date thereby is \$ 6,079,439.36.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: yes/no \$/days _____

Total \$ _____.

Recommended by _____

Accepted by *[Signature]* Date 11-30-21
Engineer
Contractor

Approved by _____ Date _____
Owner



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling (SWR)
Date Prepared:	February 2, 2022	Meeting Date:	February 22, 2022
Legal Review	Patrick Wright via email	Date:	February 3, 2022
Budget Review	Abhijit Deshpande via email	Date:	February 2, 2022
Finance Review	Stacey Hamm via email	Date:	February 3, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Approval of Class 2 Solid Waste Disposal Contract Amendment		

RECOMMENDED/REQUESTED ACTION:

Department of Public Works Staff recommend the approval of the attached Contract Amendment between Waste Management of South Carolina and Richland County for disposal of Class 2 solid waste.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Richland County Solid Waste & Recycling General Manager has negotiated a Contract Amendment with Waste Management of South Carolina to provide disposal of Class 2 solid waste at the Waste Management Landfill (Pine Hill / TNT Sands) located at 1047 Highway Church Road, Elgin, South Carolina. The negotiated cost is \$8.51 per ton. The cost increase of \$0.56 per ton equates to an annual increase of \$14,159. This estimate is based on the calendar year 2021 solid waste disposal total volume. The increase is reflective of a 7.0% CPI. Each renewable period will be subject to negotiation.

The Calendar Year 2021 (CY-21) cost was \$201,009. Using the new unit price, this amount will increase to \$215,168.

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

None.

REGULATORY COMPLIANCE:

Disposal of Municipal Solid Waste will be in accordance with the Solid Waste Policy and Management Act of South Carolina.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

This negotiation was initiated to address an expiring contract and provide for uninterrupted Class 2 solid waste disposal. The Solid Waste & Recycling Staff negotiated this amendment with representatives from Waste Management of South Carolina, and it provides for a favorable disposal rate for Richland County. The County is currently under contract with this provider for this service. The current contract, negotiated in 2017, expires on June 30, 2022. Solid Waste & Recycling Staff recommend its approval based on the favorable rate and the convenient, in-County location of the landfill facility.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Class 2 solid waste is generated in Richland County at The Lower Richland Drop-Off Center and bulk item collections from the curbside collection program. Total annual weight for CY-21 disposed at this landfill was 25,284 tons, although the total annual weight varies year-to-year.

ATTACHMENTS:

1. Current Class 2 solid waste disposal contract
2. Proposed Contract Amendment

CLASS TWO WASTE DISPOSAL SERVICES AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this 1st day of July, 2017, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Management, whose address is 1047 Highway Church Road, Elgin, South Carolina, 29045, hereinafter referred to as "Contractor". This Contract will become effective on July 1, 2017 and shall end December 31, 2017 unless otherwise agreed in writing. This Contract shall supersede any other contracts or extensions thereof for Class Two Waste Disposal Services.

WITNESSETH

WHEREAS, the County desires to continue to engage Contractor to provide Class Two Waste Disposal Services to the County; and

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for Class Two Waste Disposal Services, and based upon Contractor's representations, the County will retain Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. SERVICES/WORK

The County is seeking a qualified landfill operator who has a landfill permitted by the SCDHEC to dispose of Class Two waste. The landfill operator shall accept whatever amount of waste is generated by the county through its curbside collection of yard waste and bulk items, storm debris, open dumping clean up, county managed construction and demolition waste or any other Class Two waste generated by the county.

2. DEFINITIONS

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

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by

Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who have authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and contractor performance during the life of this specific Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Management, Inc."
- E. "Contractors Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.
- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Richland County Government", South Carolina hereinafter will be referred to as "County".
- I. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-consultant or any third party for the purpose of obtaining services as agreed under this Contract.
- J. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

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

3. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to Class Two Waste Disposal as provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

4. ADVICE

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

5. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

6 AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

7. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

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

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

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

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

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4).b) be paid over to the County unless the County has already offset those monies under 6.C.4).a). In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5), including this paragraph but excepting 6.C.1), in all subcontracts under this Contract which exceed \$50,000.

8. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract will not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without approval of Richland County Council.

9. AUDIT AND RECORDS

A. As used in Section 8, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

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

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

10. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

11. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

12. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this contract.

14. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but

are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

15. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Contract, any dispute concerning any question of fact or law arising under this Contract that is not disposed of by agreement between Contractor and the County shall be decided in accordance with the then current ordinances of the County, the laws of the State of South Carolina, and Federal Law.

16. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

17. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

18. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

19. INSURANCE

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

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a minimum limit of \$1,000,000.00 (one million dollars) per occurrence and with a \$2,000,000 (two million dollars) aggregate for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

- 1) contractual liability for this location or blanket contractual liability;
- 2) a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
- 3) a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
- 4) the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
- 5) severability of interest;

B. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

- 1) contractual liability;
- 2) a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
- 3) a provision that the policy is primary to all other insurance or self-insurance.

4) endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

C. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$2,000,000 (two million dollars) per occurrence that provides coverage at least as broad as the liability policies.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

E. Contractor shall provide a performance bond for 25% of the contract amount.

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

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

G. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

20. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

21. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

22. NOTICES

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

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

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

Contractor: Waste Management, 1047 Highway Church Road, Elgin, SC 29045

23. OTHER WORK

The County shall have the right to perform or have performed other work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

24. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

25. PERFORMANCE TIMELINE

The period of the Contract is not to exceed five (5) years or sixty-(60) months, commencing on July 1, 2017 and concluding on December 31, 2017, and renewable for up to four (4) one year terms, unless the Contract is terminated sooner by its own terms or extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

26. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

27. PROHIBITION OF GRATUITIES:

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

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

28. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

29. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this contract. Contractor certifies that they are able to render prompt and satisfactory service in the volume called for under this contract.

County may make such investigation, as he deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as

stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

30. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #5A and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- 1) Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- 2) Contractor must possess and demonstrate character, Integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- 3) Contractor must produce the required services in a timely manner;
- 4) The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) Resources. The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.

- 2) Satisfactory performance. Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in Class Two Waste Disposal services.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

31. SECURITY -COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in the landfill and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

32. SEVERABILITY:

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

33. SOUTH CAROLINA LAW CLAUSE:

The Contractor must comply with the laws of South Carolina and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

34. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall be required to certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall be required to provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

35. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment nor work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

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

36. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All Contractors must submit the information required in paragraphs 36.D, 36.E and 36.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting Contract is subject to the payment

reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting Contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt)
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. Common parent.

Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.

- Name and TIN of common parent:
- Name _____
- TIN _____

37. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within ten (10) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

38. SALE OF CONTRACT

This Contract shall not be sold or transferred to another party without the expressed written consent of the County . Furthermore, the Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale during the term on this contract. Failure to provide such written notice may result in termination of contract.

39. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. Solicitation, Scope of Services and Requirements ((Not attached but incorporated herein by reference thereto.)
- C. Contractor's Response to Request for Bid: No.RC-005-B-2017 (Not attached but incorporated herein by reference thereto.)
- D. Notice to Proceed (Not attached but incorporated herein by reference thereto.)

This Contract including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

No Contract hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective July 1, 2017.

WASTE MANAGEMENT

Print/Type Name of Agent: Mindy Spires-Miller
Title of Agent: Public Sector / Community Relations Manager
Authorized Signature: Mindy Spires-Miller Date: 7/12/2017
Print/Type Name of Attestor: Joya Thomson
Signature of Attestor: [Signature] Date: 7-12-17

SEAL

RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent: Gerald Seals
Title of Agent: County Administrator
Authorized Signature: [Signature] Date: 7/11/17
Print/Type Name of Attestor: Ashiya Myers
Signature of Attestor: [Signature] Date: 11 July 2017

SEAL

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

STATE OF SOUTH CAROLINA)
) AMENDMENT # 1 TO THE CLASS 2
COUNTY OF RICHLAND) DISPOSAL AGREEMENT AND CONTRACT

THIS AMENDMENT TO THE CLASS 2 DISPOSAL AGREEMENT AND CONTRACT is made this ____ day of _____, 2022, by and between Waste Management of South Carolina, Inc. (the Contractor), by and with Richland County, South Carolina (the County).

WHEREAS, the Contractor entered into the Class 2 Disposal Agreement and Contract, dated July 1, 2017 (the Agreement), the Assignment of Class 2 Disposal Agreement and Contract, to render Class 2 solid waste disposal and all matters appertaining thereto as set forth and described in the Agreement; and

WHEREAS, on _____, Richland County Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the County; and

WHEREAS, the term of the agreement hereby commences on July 1, 2022 and expires on June 30, 2023, but allows for four (4) additional renewal periods for a maximum extension to June 30, 2027; and

WHEREAS, the terms of this Amendment supersede the terms of the parent Agreement and prior Amendment to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree to the contract and the following amendments:

Exhibit "A" Scope of Services and Requirements – Class 2 Disposal:

Scope of Service for Disposal of Class Two Waste

The landfill operator shall meet the following requirements:

- A. The landfill operator shall demonstrate to the satisfaction of the county that the proposed landfill has all permits, registrations, approvals and licenses required by all federal, state and local government regulatory bodies. A copy of the operator’s current Richland County business license or proof of an exemption from having such license shall be submitted separately. A notarized statement to such fact may be sufficient where such documents are referenced and will be made available if requested by the county. Failure to maintain such permits, registrations, approvals and licenses to the satisfaction of the appropriate local governments and regulators may be deemed a breach of contract.
- B. The landfill operator agrees to take wastes consistent with Appendix I of South Carolina Code of Regulations 61-107.19, Solid Waste Management: Solid Waste Landfills and Structural Fill. The operator shall list any proposed variances from the published Appendix I (attached). Such variance shall be demonstrated to be a special condition in the SCDHEC issued operating permit for the landfill. Failure to accept all Appendix I waste streams may be deemed to be non-responsive.

- C. Due to route efficiency and fuel cost, the landfill must be located within a distance to Richland County collection routes and Lower Richland Drop-Off Center that does not cause undue financial hardship for county contract haulers and the county.
1. A listing and explanation of the instances in which a disposal permit or disposal contract held by a responsible party or any company associated with a responsible party was revoked by final judgment in a state or federal court, whether under appeal or not, within five years of the date of submission of the response packet, and
 2. A listing and explanation of all adjudications of a responsible party for having been in contempt of any valid court order enforcing any federal environmental law or any state environmental law relating to management of solid waste within five years of the date of submission of this response packet.
 3. The landfill operator shall submit proof of financial capability to manage the contract with associated costs. Sufficient cash reserves must be demonstrated to the satisfaction of the county.
- D. Submit a Disaster Support Plan for providing Class Two waste disposal services in the event of a natural disaster and / or periods of emergency as declared by Richland County and the State of South Carolina.
- E. Hours of operation*. The landfill operator hereby agrees to ensure that the proposed landfill is open for receipt of county Class Two wastes from county authorized haulers Monday through Friday every week of the year from 7:00 a.m. until 5:00 p.m. and Saturdays from 7:00 a.m. until 1:00 p.m. with the exception of the following holidays. The landfill operator shall certify that a landfill attendant will be on duty any time the landfill gates are open to the county.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

*Special exceptions may be granted when the county is not providing collection services.

- F. The landfill operator shall:
1. Provide telephone access of the landfill operator for county solid waste staff 24 hours per day seven days per week.
 2. Be fully responsible for the work and conduct of their employees.
 3. Track every load of Class Two waste brought to the landfill by hauler, generation source (Service Area, Lower Richland Drop-Off Center or others as dictated by the county), date and weight in

tons. Invoices shall be submitted monthly and the invoice(s) shall reference each of the items noted above for each load received.

4. Ensure that turnaround times for county authorized haulers are no more than twenty-five (25) minutes unless authorized otherwise in writing by the county. A wet weather tipping area shall be maintained as well as roads of all-weather construction capable of withstanding anticipated loads limits anywhere the county haulers are required to drive while on the landfill property.
5. Address complaints to the satisfaction of the county within 24 hours of notification of such complaints. Documentation shall be maintained by the landfill operator to include names, addresses, dates, nature of complaints and final resolutions. Such records shall be made available to the county upon request within three (3) business days of the request.
6. Ensure that the landfill is operated in a manner deemed appropriate by SCDHEC. Should SCDHEC take an enforcement action against the landfill operator for failing to meet minimum operational conditions, the county may deem such to be a breach of contract.
7. Provide immediate access to county solid waste staff to evaluate the landfill's operation at any time during contracted operating hours.
8. Provide copies of any records relating to services associated with the contract within three (3) business days of receiving a written request for such records.
9. Demonstrate that adequate safety measures have been established for the landfill's operation. Any safety violations cited by OSHA, SCDHEC or other regulatory body relating to safety shall be reported to the county within seven (7) calendar days of discovery by the landfill operator. The county may deem the failure to report such as well as the violation itself to be a breach of contract.
10. Document and report any complaints about authorized haulers delivering county waste to the proposed landfill.
11. Demonstrate that the scales used to weigh in and out are in compliance with the standards imposed by the South Carolina Department of Agriculture (SCDA). Records shall be maintained on-site and made available to county staff on demand.
12. Document the weight of each load of county Class Two waste delivered to the landfill with a weight ticket (based on the accuracy approved by the SCDA) where a copy is given to the hauler at the time of the delivery and a copy maintained for proof of invoice amounts. Such documentation shall be provided to the county with any invoice submitted to the County.
13. At its own expense, be responsible of all permits, registrations, licenses, insurance or other items required for compliance with federal, state or local laws.
14. Provide all equipment, labor, supervision and administration to fully execute the Class Two waste disposal contract.
15. Be responsible for any damages to county contract hauler vehicles where the damages result from conditions on the disposal facility.
16. By the 10th of each month, submit a monthly county hauler tonnage report on a form approved by the county.
17. Submit invoices by categories determined by the county along with the monthly tonnage report unless approved otherwise in writing by the county. Contract haulers shall not be charged for disposal of Class Two waste delivered on behalf of the county. No other disposal is authorized

under this contract unless both parties agree in writing. Note: Richland County residents shall not be provided free disposal under this contract unless approved otherwise in writing by the county.

The county shall provide a list of contract haulers and trucks authorized to deliver Class Two waste under this contract. Disposal provided inconsistent with the list shall be at the sole expense of the landfill operator.

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

(a)	Supplies/Goods/Services/Vehicles	Unit of Issue	Unit Price
(b)	Class 2 Waste Disposal	Per/ton	\$8.52

Price/Cost schedule is for a non-exclusive contract

The Offeror shall furnish items and services identified under description in accordance with Special Conditions/Provisions, specifications, scope of work, services and requirements and all other terms and conditions as set forth elsewhere herein. The Offeror also understands by executing and dating this document proposed prices/costs shall hold firm for a period of not less than 365 calendar days after the date of the solicitation award.

Company name:	
Name of Agent (Print or Type):	
Title:	Date:
Signature of Agent:	
Telephone #	Fax #:
Federal Identification Number:	
Email address:	
Subscribed and sworn to me this	day of
my commission expires:	Title:
<i>(Must be notarized by a Notary Public)</i>	

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective July 1, 2017.

WASTE MANAGEMENT

Print/Type Name of Agent: _____

Title of Agent: _____

Authorized Signature: _____ Date: _____

Print/Type Name of Attestor: _____

Signature of Attestor: _____ Date: _____

SEAL

RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent: _____

Title of Agent: _____

Authorized Signature: _____ Date: _____

Print/Type Name of Attestor: _____

Signature of Attestor: _____ Date: _____

SEAL