

RICHLAND COUNTY
ADMINISTRATION AND FINANCE
COMMITTEE

AGENDA

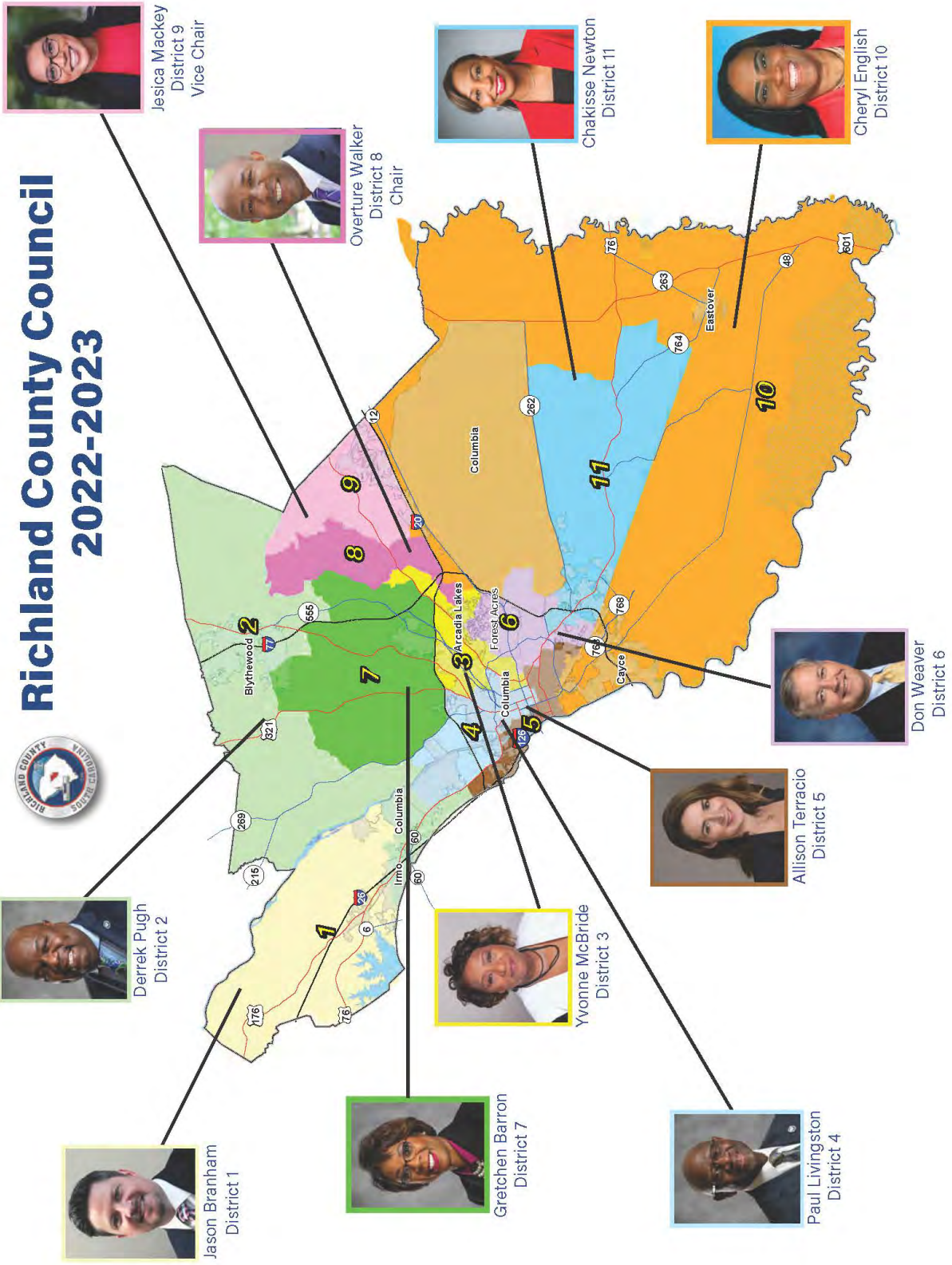


TUESDAY MARCH 28, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023





**Richland County
Administration and Finance Committee**

AGENDA

March 28, 2023 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Jason Branham	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Don Weaver	The Honorable Jessica Mackey, Chair
County Council District 1	County Council District 3	County Council District 4	County Council District 6	County Council District 9

1. **CALL TO ORDER** The Honorable Jessica Mackey

2. **APPROVAL OF MINUTES** The Honorable Jessica Mackey
 - a. February 28, 2023 [PAGES 6-9]

3. **APPROVAL OF AGENDA** The Honorable Jessica Mackey

4. **ITEMS FOR ACTION** The Honorable Jessica Mackey
 - a. Department of Public Works - Roads & Drainage Maintenance Division - Purchase of Vactor Truck [PAGES 10-15]
 - b. Animal Services - City of Columbia Intergovernmental Agreement Renewal [PAGES 16-26]

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED** The Honorable Jessica Mackey
 - a. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the fee only increase \$10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity

who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90 day notice needs to be either reduced or more closely followed by staff.

[MALINOWSKI - May 3, 2022]

- b. Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON:

Accountability is a must for taxpayer dollars

[MALINOWSKI - June 7, 2022]

***Staff recommends that this item be deferred and revisited for changes to the reports to become more consistent, streamlined, and standardized following recommendations from the Community Impact Grant Committee to the full Council in the spring of 2023.*

6. ADJOURN

The Honorable Jesica Mackey



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



Richland County Council
Administration and Finance Committee Meeting
MINUTES
February 28, 2023 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Paul Livingston, Jason Branham, Yvonne McBride, and Don Weaver

NOT PRESENT: Jessica Mackey

OTHERS PRESENT: Allison Terracio, Cheryl English, Derrek Pugh, Gretchen Barron, Tamar Black, Leonardo Brown, Elizabeth McLean, Dan Kim, Aric Jensen, Ashiya Myers, Stacey Hamm, Chelsea Bennett, Michelle Onley, Angela Weathersby, John Thompson, Hayden Davis, Lori Thomas, Bryant Davis, Chris Eversmann, Abhijit Deshpande, Michael Byrd, Dale Welch, and Jennifer Wladischkin

1. **CALL TO ORDER** – Councilman Paul Livingston called the meeting to order at approximately 6:00 PM.
2. **APPROVAL OF MINUTES**
 - a. **November 17, 2022** – Ms. McBride moved to approve the minutes as distributed, seconded by Mr. Livingston.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.
3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Weaver.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.
4. **ELECTION OF CHAIR** – Ms. McBride moved to nominate Ms. Mackey as Chair, seconded by Mr. Branham.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.
5. **ITEMS FOR ACTION**
 - a. **Court Administration – Intergovernmental Agreement – Town of Arcadia Lakes – Municipal Judge** – Mr. Leonardo Brown, County Administrator, stated staff recommends approval of Judge Sutton’s request. The Town of Arcadia Lakes will pay the funds for the magistrate.

Ms. McBride moved to forward to Council with a recommendation to approve the Intergovernmental Agreement (IGA) with the Town of Arcadia Lakes for a municipal judge position.

In Favor: Branham, McBride, Livingston, and Weaver
Not Present: Mackey

The vote in favor was unanimous.

- b. Treasurer's Office – Disbursement of Forestry Funds – Mr. Brown stated that prior to its 2021 allocation, Council allocated 50% of the funds to public schools and 50% to public roads in 2018, 2017, 2014, 2012, and 2011. If Council should proceed with the 50% allocation for the schools, the amount per school district will be as follows: Richland School District One - \$5,492.88, Richland School District Two - \$7,018.42, Richland/Lexington School District Five - \$4,276.32, and Public Roads - \$16,787.64. He noted these funds are coming to the County as a part of Title 10. The Treasurer is requesting the approval of a resolution to distribute the funds in the amount of \$33,575.26.

Ms. McBride inquired if we could move to have the funds transferred to Richland County and then decide on how they would be distributed.

Mr. Brown responded the funds have to be distributed for the benefit of the public schools and public roads in which the military installation or facility is situated (i.e., McEntire Joint National Guard Base).

Ms. McBride moved to forward to Council with a recommendation to approve the resolution to distribute \$33,575.26.

Ms. McBride noted she was curious if the schools could do anything with such a small amount if the funds were divided as outlined. Therefore, she would prefer to apply the total amount to one project.

Mr. Brown stated for clarification; the funds have been received. At this point, we request the committee determine how the funds are distributed.

Ms. McBride made a substitute motion to forward to Council with a recommendation to distribute the \$33,575.26 as follows: Richland School District One - \$5,492.88, Richland School District Two - \$7,018.42, Richland/Lexington School District Five - \$4,276.32, and Public Roads - \$16,787.64. Mr. Weaver seconded the motion.

Ms. McBride inquired if the funding was adequate for the school districts to do anything.

Mr. Brown replied that receiving funds they could put toward any need, regardless of the amount, would benefit them.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.

- c. Department of Public Works – Jim Hamilton-LB Owens Airport – Use of Landside Airport Property – Mr. Brown stated staff recommends Council consider approval of the request. We believe it complies and comports with the County's Strategic Plan as it relates to positive public engagement. The event is tentatively planned for mid-morning to late afternoon (approximately 10:00 AM – 4:00 PM).

Mr. Livingston inquired about how we deal with liability.

Mr. Brown responded that if approved, Risk Management will ensure their insurance coverage is adequate. In addition, we have hold-harmless agreements with the participants and the other individuals.

Ms. McBride moved to forward to Council with a recommendation to authorize staff to coordinate the use of Landside Airport Property for the Corvair Vintage Car Show at an upcoming weekend date to be determined, seconded by Mr. Weaver.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.

- d. Operational Services – Hampton Street – Elevator Modernization – Mr. Brown stated a bid went out on this project. We received six (6) responses. The lowest responsible bidder was selected. The funding was previously approved. The project is designed to bring the elevators at 2000 and 2020 Hampton Street up to date.

Mr. Branham requested additional information on what the modernization of elevators entails.

Mr. Hayden Davis, Project Manager, replied the elevators have reached their lifespan. We are bringing them up to date, including replacing the pump, replacing the control system, and redoing the cab's interior. We are keeping the cabs because they were designed for the rails.

Ms. McBride inquired if there is a warranty on the updates.

Mr. Davis responded there is a one-year warranty.

Mr. Weaver moved to forward to Council with a recommendation to award a contract to Metro Elevator for the modernization of six hydraulic elevators located at 2000 and 2020 Hampton Street, seconded by Mr. Branham.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.

- e. Operational Services – Selective Demolition of Dillard's – Mr. Brown stated staff recommends proceeding with the demolition project by awarding the contract to NEO Corporation to provide selective demolition services at Dillard's at Columbia Place Mall. In addition, staff recommends a 15% contingency based on the age of the building and issues that may arise. Two (2) sources are providing the funds for the project: the South Carolina Department of Social Services (SCDSS) in the amount of \$200,000 and the American Rescue Plan funds allocated by Council for the Family Service Center construction project in the amount of \$203,000. The SCDSS funding must be expended by June 30, 2023, and will be the first funds utilized to pay invoices.

Ms. McBride moved to forward to Council with a recommendation to award a contract to NEO Corporation to provide selective demolition services at the Dillard's space at Columbia Place Mall, with a 15% contingency based on the age of the building and issues that may arise, seconded by Mr. Weaver.

Mr. Branham inquired about the timeline for the completion of the project.

Mr. Brown responded these are the initial steps. The next steps will be the March 8th work session, allowing us to discuss future projects. Funding for the Family Service Center will be one of the projects. From there, we expect Council to take action on the finances, allowing us to move forward with construction. Construction is anticipated to take 18-24 months.

Mr. Branham inquired if we have a schematic plan for the space.

Mr. Brown stated we do have general information. We have looked at the space needs and compared it to the Charleston facility we toured earlier this year.

Ms. McBride inquired if Council will be given an update on the 911 Center at the March 8th work session.

Mr. Brown replied there would be an overview but not project details. The work session will look at financing for the projects, not necessarily what stage of movement they are in.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.

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

- a. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the fee only increase \$10 per year until it reached 95% of the

actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90-day notice needs to be either reduced or more closely followed by staff. [MALINOWSKI - May 3, 2022] - No action was taken.

- b. Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars [MALINOWSKI - June 7, 2022] - Staff recommends that this item be deferred and revisited for changes to the reports to become more consistent, streamlined, and standardized following recommendations from the Community Impact Grant Committee to full Council in Spring 2023.

- 7. **ADJOURNMENT** – Mr. Weaver moved to adjourn the meeting, seconded by Mr. Branham.

In Favor: Branham, McBride, Livingston, and Weaver

Not Present: Mackey

The vote in favor was unanimous.

The meeting adjourned at approximately 6:29 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Wesley Clark	Title:	General Manager
Department:	Public Works	Division:	Roads and Drainage Maintenance
Date Prepared:	March 6, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 17, 2023
Finance Review	Stacey Hamm via email	Date:	March 17, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Purchase of Vector Truck		

RECOMMENDED/REQUESTED ACTION:

The Department of Public Works is requesting County Council approve the purchase of a vector truck.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The total cost of the item is \$379,530.60, and includes a one-year warranty.

Applicable department/grant key and object codes: 1216302000.5314

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Using a cooperative agreement, the equipment was sourced through the County’s Fleet Management rather than Procurement & Contracting.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Department of Public Works is requesting to purchase a new vac-truck. The equipment is necessary to keep the County’s storm drain systems functioning properly as the maintenance of storm drain structures on county owned right-of-way (ROW) is an essential task of the Roads and Drainage Maintenance division. If denied, staff will not have the ability to maintain storm drains which may result in flooded roads or damage to private property.

On February 7, 2023, Council approved the use of the fund balance in the Road Maintenance Fund. Capital items listed therein included the Vac-Truck; therefore, staff is seeking specific approval now that the equipment is available, and staff has received a quote that includes trading in the existing equipment.

The Roads & Drainage Maintenance Division currently has two vac-trucks. One vac-truck (AC010) is a model year 2006 Sterling with 74,812 miles. The other vac-truck (AJ013) is a model year 2013 Freightliner with 64,134 miles. The manufacturer recommends replacement of this equipment between six and eight years of operation. Both have exceeded their service life and are becoming high maintenance and low level of service. Both are part of the trade-in for the new equipment.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal 4: Plan for growth through inclusive and equitable infrastructure; Objective 4.3: Create excellent facilities.

When considering facilities to be a part of Richland County’s infrastructure, staff will improve its ability to serve residents via the purchase and use of a new vac-truck.

ATTACHMENTS:

1. Quote



Subsidiary of Federal Signal Corporation

704-289-6488 

jjei.com 

info@jjei.com 

4519 Old Charlotte Hwy. Monroe NC 28110



February 24, 2023
Quote #: **0323003**

Richland County, SC

Re: Vactor 2100i Single Engine Fan Combination Sewer Cleaner Unit Quotation

We would like to take this opportunity to thank you for your interest in Joe Johnson Equipment (JJE) and Vactor's industry-leading line of innovative sewer cleaning equipment.

JJE is pleased to present the following quotation to provide one (1) 12yd Vactor 2100i Single Engine, Single Stage Fan Combination Sewer Cleaning Unit mounted on a Freightliner SD114 chassis per NCSA Contract #22-06-0426R Lot #772.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should additional information be required.

Respectfully Submitted,

Evan Tucker
Regional Sales Manager
Joe Johnson Equipment
Cell: (803)528-6262
etucker@jjeusa.com



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



QUOTATION

To supply and deliver one (1) 12yd Vactor 2100i Single Engine, Single Stage Fan Combination Sewer Cleaning Unit mounted on a Freightliner SD114 chassis, equipped as described below:

Debris Body

- 12 yd³ Debris Body Capacity
- Ex-Ten Steel Cylindrical Debris Tank
- Suction Tube Storage, Curbside - 2 Pipe, Rear Door – 2 Pipe
- Flat Rear Door with Hydraulic Locks and Door Power Up / Power Down / Open / Close
- Dual 10" Stainless Steel Float Shut Off System / Rear Mounted in the Body
- Double Acting Dump Hoist Cylinder
- External Liquid Float Level Indicator
- Debris Body Vacuum Relief System
- Interior Debris Deflector Plate
- 60" Dump Height for Dumping in Dewatering Bins
- Flat Rear Door with Hydraulic Open/Close & Locks
- Module Paint Wet-on-Wet (DuPont)

Water System

- 1,500 US Gallons Aluminum Water Tanks
- 80 GPM @ 2,500 PSI Water System
- Multi-Flow Variable Pressure Water System
- Performance Package (Hydraulic Variable Flow, Dual PTO's, Dual Hydraulic Pumps)
- Curbside Mounted Water Pump
- 3" Y-Strainer with 25' Fill Hose
- 3" Y-Strainer @ Water Pump with 3" Drain Valve
- Flexible Hose Guide
- 3 Nozzles with Carbide Inserts with Nozzle Rack and 1" Nozzle Pipe Extension
- Water Sight Tubes on Curbside
- Water relief valve 1"
- Accumulator System for Jet Rodder Water System
- Low Water Light with Alarm and Water Pump Flow Indicator

Hydro Excavation Package

- 80 GPM @ 2500 psi water system with digital flow meter
- Retractable Reel with 3/8" x 75ft
- Hydro Excavation Handgun, Nozzle and Plumbing

Vacuum System

- High performance single engine design for productivity in leaf vacuuming/catch basin cleaning / hydro-excavating and sanitary sewer flushing

Clean Air. Clean Water. Clean Streets.

- Single stage - 38" diameter centrifugal compressor
- Centrifugal compressor is driven direct through a helical gear type step-up transmission drive with a step-up ratio of 2 to 1
- Gear drive is attached directly to the rotor shaft
- Gears and bearing are maintained via a splash lubrication system, requiring no manual greasing
- Drive system does not utilize pillow block bearings that require excessive daily greasing

Boom System

- 180 Degree 10' Telescoping Boom
- Post Type Front Bumper Boom Storage
- Joystick Control for Boom Function – One (1) Front
- Remote Wired Pendant Control with 35' Cord

Hose Reel

- Hydraulic Extended 15", Rotating Hose Reel, 1" X 900' Capacity
- Hose Reel Manual Hyd Extend/Retract
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter Located Front Side of Hose Reel – Mechanical
- Hose Reel Drive Chain Cover (Full)
- Front Mounted Control Including the Following Controls and Gauges:
- Water Pump On / Off with 3 Position Flow Switch
- Chassis Throttle Control
- Boom Joystick Control
- Vacuum Relief Control
- Full Multi-Flow Control
- Chassis Tachometer and Hour meter
- Blower Tachometer and Hour meter
- Hour Meter for Water Pump Operation
- Hour Meter for PTO Operation
- Digital Footage Counter
- Digital Water Pressure
- Digital Water Flow
- Hydraulic Up/Down Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
- High Pressured Hose Reel
- Control at Front Hose Reel for Rodder System Accumulator - Jack Hammer on/off

Electrical & Safety Systems

- Color Coded and Function Heat Stamped Sealed Electrical System
- IntuiTouch Electronic Package
- Circuit Breakers
- LED Body Lights - Clearance, Back Up, Stop, Tail & Turn
- Electronic Back-Up Alarm



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Additional Options:

- Debris Body Washout
- 6" Rear Door Knife Valve with Camloc, 3:00 position
- Centrifugal Separators
- Lube Manifold
- Belly Pack Wireless Controls w/2-way communication and LCD Display with Hose Reel Controls
- Cold Weather Recirculator
- 500' x 1" Piranha Sewer Hose
- Hose Wind Guide (dual roller), Auto, non-indexing
- Rodder System Pinch Roller
- High Pressure Hose Reel
- Work Lights LED Boom
- Camera System- Front rear and both sides
- Toolbox behind Cab 16wx30hx96d
- Chassis Mod
- Remote Pendant Control 35' Cord
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Rear Directional Arrowbaord
- Worklight Operators Station
- Worklight Hose Reel Manhole
- 14 Light Package, 14 Federal Signal Strobe Lights LED
- Rotatable Boom Inlet Hose
- Nozzle Package
- Folding Pipe Rack, Curbside, 8" Pipe

Purchase Price before pending trade in's \$489,583.60

Trade In Valuations:

2006, 2100 Series \$15,000.00
 2014, 2100 Plus \$80,000-\$120,000 (pending Inspection)

Terms & Conditions

Strictly Subject to Availability and Prior Sale

Subject to revision based on events beyond our control due to wildly fluctuating material prices

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Richland County, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days

Clean Air. Clean Water. Clean Streets.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Sandra Haynes	Title:	Director
Department:	Animal Services	Division:	Animal Care
Date Prepared:	March 7, 2023	Meeting Date:	March 28, 2023
Legal Review	Patrick Wright via email	Date:	March 9, 2023
Budget Review	Abhijit Deshpande via email	Date:	March 9, 2023
Finance Review	Stacey Hamm via email	Date:	March 17, 2023
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Administration & Finance		
Subject	City of Columbia and Richland County Animal Care Facilities Intergovernmental Agreement		

RECOMMENDED/REQUESTED ACTION:

Council is requested to approve the renewal of the intergovernmental agreement for animal housing at the City of Columbia Animal Shelter.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The City of Columbia charges a per diem rate of \$25.02; this rate will remain in effect in the new proposed agreement. The per diem rate will increase annually based on the Consumer Price Index published by the Bureau of Labor Statistics, not to exceed two percent.

Applicable department/grant key and object codes: 1000306200 526800

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

South Carolina Code of Laws, Section 47-3-10

2) "Animal shelter" includes any premises designated by the county or municipal governing body for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this article.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Council is requested to approve the third renewal of the intergovernmental agreement with the City of Columbia Animal Services. The City of Columbia and Richland County began joint animal shelter operations on July 1, 2007. This partnership provides for the efficiency of operations and streamlined customer service for all Richland County residents. Columbia Animal Services reunites pets with their owners, provides spay/neuter, vaccinations, and adoption services, and transfers many stray animals to reputable rescue groups.

In August 2015, the City of Columbia announced its desire to establish a no-kill community of adoptable and treatable pets. This commitment has saved the lives of many stray and injured animals picked up in Richland County.

Denial of renewing the intergovernmental agreement will leave the County at risk of not having suitable housing and veterinary care for stray, sick, injured, and aggressive animals. Currently, there are no other animal housing alternatives available.

Yearly Cost Paid to the City

FY21-22	\$329,462.43
FY20-21	\$246,552.00
FY19-20	\$378,060.00
FY18-19	\$435,384.00

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal 1. Foster Good Governance, Objective 1.5 Collaborate with other governments.

The collaboration with City to become a part of a no-kill community enhances our image in the community.

ATTACHMENTS:

1. Initial IGA animal shelter annex
2. First renewal
3. Second renewal
4. Proposed renewal

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Area" into the I-20 Corridor Sub-Area Plan – Mr. Montgomery moved, seconded by Ms. Scott, to approve this item. The vote in favor was unanimous.

Animal Care Recommendation – Mr. Pope briefed Council on their options and also provided them with his recommendation regarding this item.

A discussion took place.

Mr. Jeter moved, seconded by Ms. Hutchinson, to approve option #1 to partner with the City of Columbia to build the Columbia Animal Shelter Annex. The vote in favor was unanimous.

Mr. Montgomery moved, seconded by Ms. Dickerson, to refer the second part of the Administrator's recommendation regarding capital grants back to the D&S committee for the purpose of addressing an amendment to our Animal Registration Ordinance to create a structure which will have separate licensing fees for unspayed and unneutered and spayed, neutered and micro-chipped animals and then would work with Lexington County and Project Pet to develop a bond ordinance to use those fees to retire the bond debt.

Mr. Jeter recommended the following amendment: to have the Chairman appoint a special committee to work with Lexington County Council to move this matter along.

Mr. Montgomery accepted Mr. Jeter's amendment. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Proposed Traffic Signal Prioritization Policy – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve prioritization by using the South Carolina Department of Transportation criteria. A discussion took place.

The vote was in favor. Ms. Scott opposed.

Funding Options for Electric Signals – Ms. Smith moved, seconded by Ms. Dickerson, to take up the options for funding in the next budget year. A discussion took place.

Ms. Smith withdrew her motion.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to refer the options for funding to the current budget process to identify funding for electric signals for the coming fiscal year. A discussion took place.

The vote was in favor. Ms. Scott opposed.

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Wednesday, July 18, 2012
Page Eight

Coroner Request for approval to renew contract with Knight Systems – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

Solicitor Salary Rollover Request to Provide Employer contributions for Assistant Solicitor Restructuring and Reclassification Plan – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski made a substitute motion that the Solicitor's Office would absorb the costs of benefits in their existing budget. The motion died for lack of a second.

The vote was in favor to approve this item.

Comprehensive Sidewalk Improvement Program – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

Funding for State Mandated Services – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

IGA Extension with City of Columbia re: Animal Shelter Operations – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Memorandum of Understanding between Richland County and the Minority Business Development Agency – Mr. Livingston stated that the committee recommended to defer this item until the July 24th Council meeting. The vote in favor was unanimous.

OTHER ITEMS

A Resolution to appoint and commission Adolphus Lee as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

A Resolution Affirming the discontinuation of the Mass Transit Fee through the adoption of the FY2012-2013 Richland County Budget – Mr. Pearce moved, seconded by Mr. Washington, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE

- a. **Work Authorization #3 and #4 (M. B. Kahn)** – Ms. Hutchinson moved, seconded by Mr. Malinowski, to defer this item until the July 24th Council meeting. The vote in favor was unanimous.

Richland County Council

McBride

Opposed: Malinowski

The vote was in favor.

Mr. Manning moved, seconded by Mr. N. Jackson, to reconsider this item.

In Favor: Malinowski

Opposed: C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. City of Columbia and Richland County Animal Care Facilities Intergovernmental Agreement – Mr. Livingston stated the committee’s recommendation was for approval.

In Favor: Malinowski, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- c. Approval of an Intergovernmental Agreement (IGA) between Richland County and the City of Columbia regarding FY 2019 Transportation Penny Program projects – Mr. Livingston stated the committee’s recommendation is for approval.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- d. Affordable Housing Development – Mr. Livingston stated the committee’s recommendation is for approval.

In Favor: Malinowski, C. Jackson, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Manning, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

STATE OF SOUTH CAROLINA)	
)	INTERGOVERNMENTAL AGREEMENT
COUNTY OF RICHLAND)	(Animal Care Facilities)

THIS AGREEMENT is entered into and with an effective date of the 1st day of August, 2023, (“Effective Date”) by and between Richland County (“County”) and the City of Columbia (“City”).

RECITALS

WHEREAS, the City owns, staffs, operates and maintains the Columbia Animal Shelter (“Shelter”) at 127 Humane Lane; and,

WHEREAS, the County and the City desire to co-locate animal care services in one facility for the efficiency of operations and to provide streamlined customer services that will expedite the redemption of lost pets and increase community-wide adoptions;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Per Diem Cost.

Beginning on the Effective Date, the Shelter will continue to accept canis familiaris (dogs) and felis domestics or felis catus (cats), hereinafter collectively referred to as “animals” delivered by County personnel and County citizens, in addition to those animals delivered by City personnel and City citizens. The City may accept other small mammals, reptiles, birds, or rodents, at no cost, as space permits and in the City’s sole and exclusive discretion.

On that date, the County will pay the per diem fee of Twenty-five and 02/100 (\$25.02) Dollars per day per animal for impoundment and euthanasia for all animals delivered by County citizens as well as County personnel. City shall invoice the County monthly for payment. If the City does not receive payment in full within sixty (60) days, the City, in its sole and exclusive

discretion, may refuse to accept animals from County personnel or citizens until all delinquent amounts are paid in full.

The per diem fee shall increase annually based upon the Consumer Price Index (“CPI”) increase as published by the Bureau of Labor Statistics not to exceed 2% of the then-current per diem fee. If the CPI decreases, the fee shall remain the same as the preceding year.

2. Shelter Policies.

The City's policies and ordinances, as may from time to time be amended, will be applied to any and all operations of the Shelter, including but not limited to the disposition of animals received at the Shelter, adoption, redemption and spay/neuter, which are listed by way of illustration and not limitation. Prior to any change of Shelter policy relating to animal intake, City and County personnel will confer as to the proposed change and mutually agree in writing to the change before such policy is adopted and implemented by the City.

3. Advisory Committee.

An Animal Advisory Committee may be established by both jurisdictions to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community. The Committee will be comprised of the County Administrator or its designee, the City Manager or its designee and two members each of City and County Councils, or two citizens appointed by City and County Councils to represent the respective Councils. The Committee shall meet as needed.

4. Capacity Issues.

If at any time the Shelter reaches full capacity and is not able to accept additional animals, as may be determined by the City in its discretion after consultation with County Animal Control personnel, acceptance of animals delivered by County citizens and City citizens to the Shelter will

have priority over those delivered by County personnel and City personnel. Upon such determination by the City, and with notice to the County, each party shall work together to make alternative arrangements for the temporary care, custody and control of animals coming into the possession of County personnel and City personnel at each party's separate cost and expense until such time as the City determines, after consultation with County Animal Control personnel, that the Shelter is no longer at full capacity and that it is able to accept additional animals. If there is an emergency or criminal case (i.e., hoarding, cruelty, etc.,) needing immediate relief, the County shall contact the City, as soon as possible, so appropriate housing or disposition arrangements may be made. County's obligation to pay the City as provided for in this Service Agreement shall continue even if the City is unable to accept additional animals from County personnel during such periods of full capacity, if any. If the Shelter is unable to accept additional animals for a cumulative total of 30 days during any fiscal year, notwithstanding any other provision herein, the County may elect to terminate this Agreement and the County shall only be liable for the per diem rates applicable for animals housed at the shelter as of the day of termination and for a negotiated period thereafter, if any.

5. Term.

The initial term of this Agreement shall be for five (5) years renewable for an additional five (5) year term upon written agreement of the parties.

6. Termination.

The County or the City may terminate this Agreement by action of either Council with a one (1) year notice to the non-terminating party. In the event the funds appropriated by County Council available in any fiscal period are insufficient, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to County of any

kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

7. Breach.

In the event either party shall fail to comply with its obligations set forth in the Agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

8. Waiver

The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall constitute waiver of subsequent breach.

9. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Superintendent of Animal Services
127 Humane Lane
Columbia, SC 29209

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
Post Office Box 192
Columbia, SC 29202

10. Entire Agreement

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. To the extent that any additional or different provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

11. Agreement Interpretation

Ambiguities in the terms of this Agreement, if any, shall not be construed against the City. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

12. Severability

If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

13. Captions and Headings

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

COUNTY OF RICHLAND

BY: _____

Leonardo Brown, MBA, CPM

ITS: County Administrator

Richland County Attorney's Office

Tiol Gonzalez

Approved As To LEGAL Form Only

No Opinion Rendered As to Content