City of
Tega Cay, South Carolina

Regular City Council Meeting Agenda
Tega Cay Glennon Center - Lower Level
15077 Molokai Drive, Tega Cay, SC

6:00 P.M. Call to Order, Pledge of Allegiance and Moment of Silence

1. Special Presentation

1.a. Bill Of Rights 225th Anniversary Proclamation

Documents:

225TH ANNIVERSARY OF BILL OF RIGHTS DAY PROCLAMATION.PDF

1.b. Citizens Academy Graduation

1.c. Arbor Day Proclamation

Documents:

ARBOR DAY PROCLAMATION 2016.PDF

2. Public Comments

3. Approval Of Minutes
Regular City Council Meeting, October 17, 2016

Documents:

3A DRAFT MINUTES 10.17.16.PDF

4. Unfinished Business

4.a. Water Tower Painting

Documents:

4A1 WATER TOWER PIC.PDF
4A2 WATER TOWER INFO.PDF

5. New Business

5.a. Introduction And 1st Reading Of An Ordinance To Amend Ordinances 505 And 506

Documents:

5A1 ORD TO AMEND ORD 505 AND ORD 506.PDF

5.b. EMS Agreement

Documents:

5B1 TCFD-EMT AGREEMENT.PDF

6. City Manager's Report

7. Public Comments

8. Council Comments

9. Executive Session
   A. Discussion incident to Contractual Matters regarding City-Owned Properties
   B. Discussion as it relates to Stonecrest POA
   C. Discussion of Personnel Matters

10. Adjournment

City of
TEGA CAY, SOUTH CAROLINA

Bill of Rights 225th Anniversary Proclamation

WHEREAS, the fundamental liberties secured in the first ten Amendments to our Constitution safeguard those principles known for justice and equality, and

WHEREAS, these first ten amendments became a part of the Constitution of the United States on the fifteenth day of December, 1791, and

WHEREAS, it is fitting that this anniversary of its adoption should be remembered by the Nation, which, for two hundred and twenty-five years, has enjoyed the immeasurable privileges which that charter guaranteed: the privileges of freedom of religion, freedom of speech, freedom of the press, freedom of assembly, the free right to petition the Government for redress of grievances, and

WHEREAS, in the years since, America has carried forward the spirit enshrined in the Bill of Rights—recognizing that freedom is a value we must forever work to uphold.

NOW, THEREFORE, we, the Mayor and Council of the City of Tega Cay, do hereby proclaim Thursday, December 15, 2016, as Bill of Rights Day in Tega Cay, South Carolina and urge all residents of this City to commemorate the adoption of the Bill of Rights and rededicate its principles and its practice by displaying the flag of the United States.

Dated this the 21st day of November, 2016.

_____

George C. Sheppard, Mayor
City of Tega Cay, South Carolina

City of
TEGA CAY, SOUTH CAROLINA

ARBOR DAY PROCLAMATION

WHEREAS, the City of Tega Cay celebrates twenty-six years as a Tree City USA which recognizes the value of trees to the community and has adopted the act of celebrating the first Friday in December as Arbor Day, and

WHEREAS, trees contribute to the aesthetics of our community and when properly cared for, increase property values and beautify our neighborhoods, and

WHEREAS, trees enhance the live-ability of our City through the filtering of storm water and air pollution, and

WHEREAS, it is the purpose of this proclamation on this day throughout the State of South Carolina to encourage planting trees and to follow the actions of J. Sterling Morton in 1872.

NOW, THEREFORE, we, the Mayor and Council of the City of Tega Cay, do hereby proclaim Friday, December 2, 2016, as Arbor Day in Tega Cay, South Carolina and urge all residents of this City to observe Arbor Day by attending the Arbor Day ceremony on Friday, December 4, 2015, at 1 p.m. in the Living Memorial Gardens.

Dated this the 21st day of November, 2016.

_____

George C. Sheppard, Mayor
City of Tega Cay, South Carolina

Regular City Council Meeting Minutes
Philip T. Glennon Center – Council Chambers
15077 Molokai Drive, Tega Cay, SC
Monday, October 17, 2016
6:00 p.m.

Councilmembers Present: *Mayor George Sheppard, Mayor Pro Tempore David O'Neal, Ryan Richard and Jennifer Stalford. A quorum was present.*
Councilmembers Absent*: Dottie Hersey*
Staff Present: *Charlie Funderburk, City Manager; Sylvia Szymanski, Municipal Clerk; and City Attorney Bob McCleave*
The Press was duly notified of the meeting.

Mayor George Sheppard called the meeting to order at 6:00 p.m. and noted it was a Regular City Council meeting. He then led the Pledge of Allegiance and a Moment of Silence.

ITEM 1 SPECIAL PRESENTATION

A. Luther Dasher received a Proclamation of Achievement for his work with the Boy Scouts.
B. Lewis Holland accepted a Certificate of Recognition.
C. James Dennis, Jr. and Robert C. Paddock, Jr. took their Oaths of Office.

ITEM 2 PUBLIC COMMENTS

1. Thomas R. Remmey, 970 Cove Point Lane, expressed concern over DHEC's proposal of raising the lake six inches in the summer and wants SCDNR to put No Wake buoys to preserve his dock and rock wall so boats pass at idling speed. City Manager Funderburk commented the City is not allowed to put out buoys and with last year's SCDNR study on the lake, no additional buoys were needed except at Nivens Creek and Torrance Creek. The Mayor asked for the City Manager to contact SCDNR and be added to their list to be studied again this summer.
2. Janet Harris, 1419 Finsbury Lane, asked about a public service announcement to discourage residents from wearing clown costumes for Halloween. With the recent sightings in Greenville, SC, this may prevent a crime from happening.

ITEM 3 APPROVAL OF MINUTES

Councilmember Stalford requested one correction that the verbiage "hardy plank only" be changed to "no vinyl siding." With this change, the minutes of September 19, 2016 were approved.

ITEM 4 UNFINISHED BUSINESS

A. 2nd Reading of an Ordinance to Amend Ordinance 489 FY 2015-2016 General Fund Budget

MOTION

Councilmember Stalford motioned to approve the 2nd Reading of an Ordinance to Amend Ordinance 489 FY 2015-2016 General Fund Budget, seconded by Councilmember Richard and approved unanimously. (4-0)

ITEM 5 NEW BUSINESS

A. Discussion of Painting of Water Tower Expense

City Manager Funderburk presented several options to paint the entire water tower or spot paint and overcoat the bottom portion only. Council would like additional options presented next month on a more comprehensive paint job on the bottom portion.

B. Resolution to Lease/Purchase Fleet Vehicles

MOTION

Councilmember Stalford motioned to approve the Resolution to Lease/Purchase Fleet Vehicles and

Equipment in an amount not to exceed $275,000 and authorize the City Manager to proceed forward with executing all necessary documents, seconded by Councilmember Richard and approved unanimously. (4-0)

C. Resolution to Lease/Purchase Golf Course Capital Items

MOTION

Mayor Pro Tem O'Neal motioned to approve the Resolution to Lease/Purchase Golf Course Capital Items in the amount of $237,000 and authorize the City Manager to move forward with executing all necessary documents, seconded by Councilmember Richard and approved unanimously. (4-0)

ITEM 6 CITY MANAGER'S REPORT

City Manager Funderburk noted the SC Emergency Response Team issued a call for assistance with regards to Hurricane Matthew recovery efforts. Firefighter Kyle Dowdall and Lt. Wil Blackwelder are on standby to head to Conway to assist. We thank them for volunteering. Our National Night Out was well attended. We thank Sgt. Rob Burns and the rest of TCPD and TCFD for that event. There is a groundbreaking ceremony on Wednesday, October 26 at noon for a new Dairy Queen. The site is across from Wellmore near Tara Plantation. The City's 3rd Citizens Academy begins this Thursday. With only 18 registered, staff is considering offering it annually. They graduate at the November Council meeting. Fall Festival is October 29 in the Glennon Center parking lot. The vendors are at capacity, there's a free kids' zone and there will be a great band. We are trying to reschedule the Coyote Forum with SCDNR. Tega Cay Drive will be resurfaced. Patching continues, curb and gutter is completed. Milling takes place from City Hall to the Fire Station on both sides after Halloween, then it gets resurfaced. The paint lines are temporary for now. At Hubert Graham Way, the girders are still on the bridge and we look forward to getting it open. City offices will be closed for Veterans Day. Vote on November 8. In response to questions about barriers and bike paths on Tega Cay Drive, contact has been made with SCDOT but we will circle back. Regarding Dr. Morgan who spoke at the last Council meeting, the City has not received any response from him; however, he still needs to get a dredging permit from Duke Energy. Illumination on Hubert Graham Way is being discussed with York Electric. Those sidewalks are five feet and the lanes are oversized to accommodate bicycles and golf carts.

ITEM 7 PUBLIC COMMENTS

1. There were none.

ITEM 8 COUNCIL COMMENTS

Councilmember Richard had no comments.

Councilmember Stalford mentioned the Beautification Committee has an October 20 meeting at 1:15 in the lower level of the Glennon Center. This Wednesday at 8am, is a workday at Living Memorial Gardens and volunteers are needed. The public is invited to the gazebo dedication on November 5 at 9:30 a.m. To volunteer, contact Patty Martin though through the City's website or Living Memorial Gardens Facebook website. Special thanks to Joey Blethen and his staff on the pickle ball and disc golf clinics.

Mayor Pro Tem O'Neal had no comments.

Mayor Sheppard indicated the School Board debate is October 25 at Nations Ford High School at 7pm. Election Day is November 8. If you vote straight-line ticket with a "D" or an "R," remember that it does not include the School Board votes. They are nonpartisan. One must pick each one.

ITEM 10 ADJOURNMENT

MOTION

There being no further business, Councilmember Richard motioned to adjourn the meeting, seconded by Mayor Pro Tem O'Neal and approved unanimously. (4-0)

The meeting was adjourned at 6:45 p.m.

Respectfully Submitted,

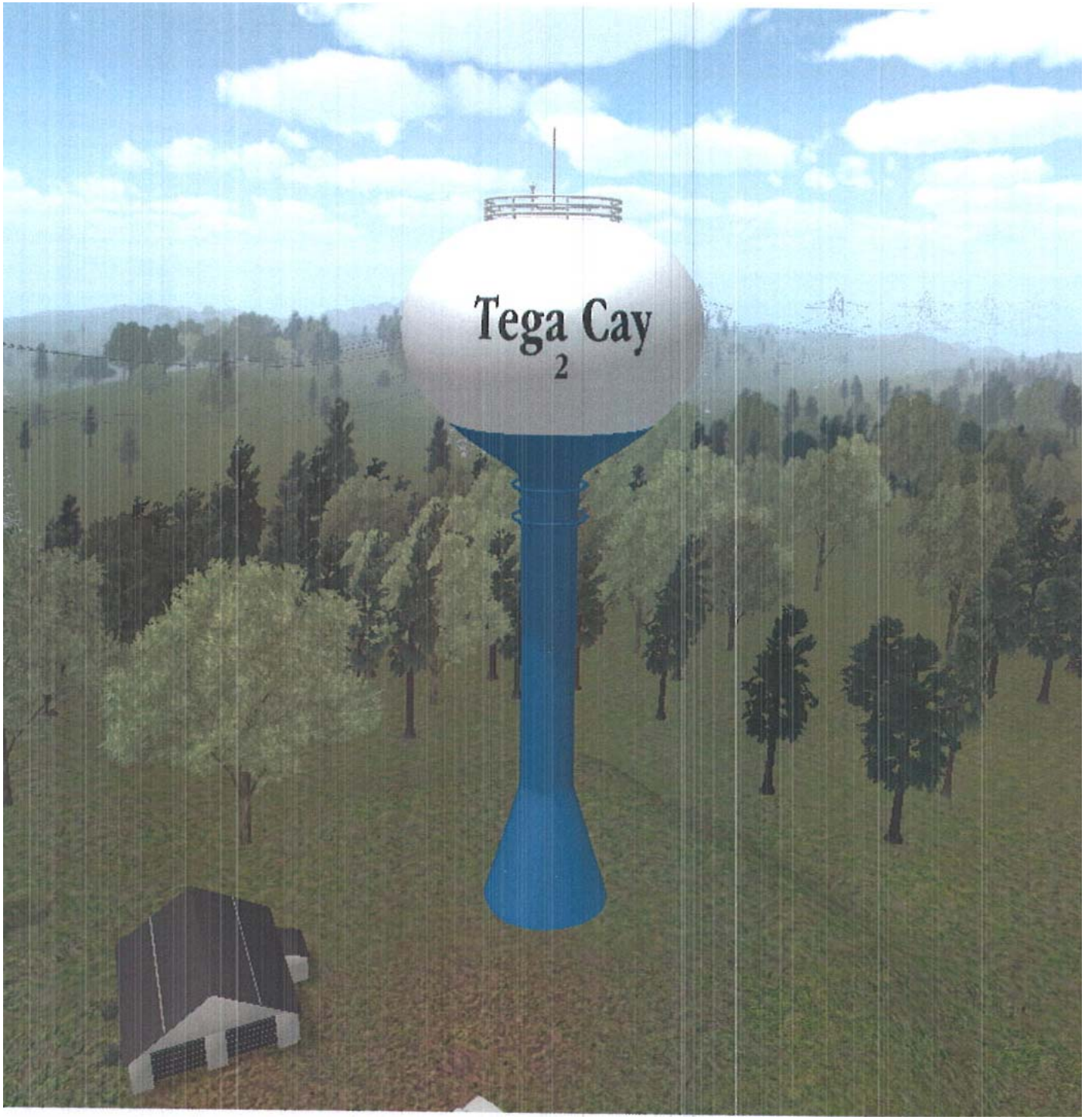
[SEAL]

_____
Sylvia Szymanski, Municipal Clerk

APPROVED:

_____
George Sheppard, Mayor

APPROVAL DATE: November 21, 2016


Tega Cay
2

Water Tower Repainting Options

Option #1	Price
Tnemec 700 Series | 20-30 yr | Highest Quality	**$250,000**

Option #2	Price
Tnemec 740 Series | 20+ years | High Quality	**$240,000**

Option #3	Price
Blast lower portion of tank | Same paint as Opt. #1	**$60,000**

Option #4	Price
Pressure wash base of tank | Spot paint and overcoat paint only	**$6,000**

*Option #5	Price
Exterior paint twice | Interior paint once | three washouts | yearly inspections	**$16,042/yr**

*15 year agreement- can be canceled at anytime with balance of work performed year-to-date owed from City

Option #1 v. Option #5

Option #1- *15 years*	Price
One time painting exterior and interior | Two washouts | Annual Inspection	**$268,000**

Option #5- *15 years*	Price
Exterior paint twice | Interior paint once | three washouts | yearly inspections	**$240,630**

STATE OF SOUTH CAROLINA	**)**	
	)	
COUNTY OF YORK	**)**	**ORDINANCE ___**
	)	
CITY OF TEGA CAY	**)**	

AN ORDINANCE TO AMEND ORDINANCE 505 REGARDING ANNEXATION OF TAX MAP NUMBERS 644-00-00-016, 644-00-00-027, 644-00-00-038, 644-00-00-039, AND 644-00-00-042; AND ORDINANCE 506 REGARDING REZONING TAX MAP NUMBERS 644-01-01-030, 644-01-01-031, AND 644-01-01-344

WHEREAS, the City of Tega Cay ("City") adopted Ordinance No. 505 To Annex by 100 Percent Petition Method, and Incorporate Within the Corporate Limits of the City of Tega Cay, Approximately ± 40.58 Acres, Tax Map Numbers 644-00-00-016, 644-00-00-027, 644-00-00-038, 644-00-00-039, and 644-00-00-042 from RUD in the County to PDD in the City by second reading on August 1, 2016; and

WHEREAS, the City adopted Ordinance No. 506 To Rezone Approximately ± 38.03 Acres, Tax Map Numbers 644-02-02-030, 644-02-02-031, and 644-01-01-344 from B-1 and B-2 to PDD by second reading on August 1, 2016; and

WHEREAS, the City now desires to amend each of Ordinance No. 505 and Ordinance No. 506 to extend a certain time period within each of said Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and members of City Council duly assembled do hereby amend Ordinances 505 and 506, respectively, as follows:
Ordinance 505, Section III is amended by deleting the time requirement of "one-hundred and twenty (120) days", and replacing it in lieu thereof with the time period of "two hundred and ten (210) days." Ordinance 506, Section II is amended by deleting the time requirement of "one-hundred and twenty (120) days," and replacing it in lieu thereof with the time period of "two hundred and ten (210) days."

Except as modified in this Ordinance ____, all terms, conditions and provisions of Ordinance 505 and 506 are reaffirmed and approved.

FIRST READING: **November 21, 2016**
SECOND READING: _____

Enacted this __ day of _____ 2016, by a majority vote of the duly elected City Council of the City of Tega Cay.

[Signatures on Following Page]

SIGNED:

_____
George C. Sheppard, Mayor

_____
David L. O'Neal, Mayor Pro Tempore

_____
Dottie Hersey, Councilmember

_____
Ryan Richard, Councilmember

ATTEST:

_____
Charlie Funderburk, City Manager

_____
Jennifer Stalford, Councilmember

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the ___ day of _____, 2016.

Sylvia Szymanski

_____
Municipal Clerk

EXHIBIT A

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into upon the execution of the Agreement by and between Amisub of South Carolina, Inc. doing business as Piedmont Medical Center's Emergency Medical Services ("EMS"), an EMS facility licensed under the laws of the State of South Carolina, and the City of Tega Cay for its department operating as Tega Cay Fire Department ("TCFD").

RECITALS

A. Piedmont Medical Center is the sole acute care facility located in York County, South Carolina. Piedmont Medical Center and York County are under agreement for the provision of medical services for all citizens of York County to include Emergency Medical Services.

B. TCFD is the fire department organized under the government entity that is the City of Tega Cay located in Tega Cay, South Carolina.

C. All agencies that provide Emergency Medical Services through Emergency Medical Technicians ("EMT(s)") are to perform as directed under South Carolina Code Regulation 61-7 ("Regulation").

D. The Regulation outlines necessary training, certification, and re-certification processes and procedures as well as requires Medical Control Physician(s) to oversee all Emergency Medical Services.

E. EMS is approved by the State of South Carolina ("State") Department of Health and Environmental Control ("DHEC") Division of Emergency Medical Services to conduct State DHEC approved In-Service Training Programs ("IST") for the purpose of annual competency training and credential recertification of EMT(s) to include basic EMT, advanced EMT, or paramedics in the State. Medical Control Physician(s) provide oversight of the IST for EMS.

F. TCFD employs, or accepts as volunteers, individuals with a valid Basic Life Support ("BLS") credential along with American Heart Association ("AHA") or American Safety & Health Institute ("ASHI") Advanced Cardiovascular Life Support ("ACLS") credential and basic EMTs, advanced EMTs, or paramedic level certification (collectively, "Certified Individuals"), who are in need of continuing training, recertification, and oversight.

G. The parties desire to enter into this Agreement to memorialize their understanding with respect to training and medical oversight of TCFD's Certified Individuals by EMS as it applies to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose of Agreement.** Each party agrees to the terms and conditions of this Agreement to collaborate and cooperate with the other party in order to comply with the Regulation. Nothing herein shall be interpreted to create an exclusive relationship between the parties. Each party shall be free to enter into agreements with other entities. At all times while

this Agreement is in effect, EMS shall have the right to discontinue the training or medical control of a Certified Individual, if such removal is in the best interests of EMS and the community. Prior to the discontinuance of a Certified Individual's training or medical control, EMS shall notify TCFD of the intent to discontinue such training or medical control and allow TCFD an opportunity remedy the situation giving rise to EMS' desire to discontinue such training or medical control unless immediate removal is necessary for the safety of patients and the community.

2. **Training.** The parties shall collaborate in order to maintain TCFD's Certified Individuals' credentials through training, competency validation and quality assurance feedback of the EMS designated Medical Control Physician(s).

a. **Responsibilities of EMS.** EMS shall be responsible for the following:

i. Provide an IST program at its training site ("Site") to TCFD's Certified Individuals, which shall include, but not be limited to, on-going education, competency validation, and recertification training necessary for Nationally Registered and South Carolina-certified Certified Individuals.

ii. Maintain a State DHEC approved IST program in order to provide annual competency and recertification training to Certified Individuals and follow the IST guidelines as set forth by DHEC which certification shall be included as Exhibit A; and

iii. Provide a qualified training officer to administer required courses to Certified Individuals; and

iv. EMS Designated Representative shall communicate IST course schedule to TCFD Designated Representative via email with confirmation of receipt. TCFD shall relay such information to Certified Individuals; and

v. Maintain all training records for Certified Individuals to include training records, attendance rosters, and all other documentation set forth in IST guidelines; and

vi. Submit recertification packet for each Certified Individual through the National Registry of Emergency Medical Technicians ("NREMT") and State DHEC online; and

vii. Provide TCFD with updates on all participating Certified Individuals participating; and

viii. Notify TCFD's office immediately upon change in status of Certified Individuals.

b. **Responsibilities of TCFD.** TCFD shall be responsible for the following:

i. Submit to EMS names and contact information for all Certified Individuals associated with TCFD, either through an employment or volunteer relationship, which require, or will require, recertification; and

ii. Provide updates on employment or volunteer status, as necessary, for Certified Individuals.

3. **Oversight.** EMS designated Medical Control Physician(s) shall provide TCFD's Certified Individuals with field supervision and oversight.

a. **Responsibilities of EMS.** EMS shall be responsible for the following:

i. EMS designated Medical Control Physician(s) will provide necessary medical oversight to all Certified Individuals. Medical oversight includes the issuance of protocols and standing orders. Such protocols are approved by the State DHEC as a part of EMS licensure.

ii. Provide written medical protocols as approved by EMS designated Medical Control Physician(s) to be followed by all Certified Individuals; and

iii. EMS designated Medical Control Physician(s) will be available to Certified Individuals at all times.

b. **Responsibilities of TCFD.** TCFD shall be responsible for the following:

i. Certified Individuals shall follow standing protocols and instruction as issued by EMS designated Medical Control Physician(s).

4. **Parties' Relationship.** Each party is solely responsible for the acts and omissions of their employees and volunteers. In the event that an individual has an employment relationship with both EMS and TCFD, liability for that individual will rest with the party under whose course and scope of employment the individual is acting at the time of the act or omission occurs that gives rise to liability. EMS and TCFD shall have exclusive control of the management, assets, and affairs of their respective institutions. Each of the parties hereto shall be responsible only for its own acts and omissions, including, but not limited to; hiring, firing, and discipline of employees; internal policies and procedures; compliance with state and federal statutes and regulations; and compliance with local ordinances. Neither party, by virtue of this Agreement or otherwise, assumes any liability for any debts or obligations, of either a financial or a legal nature, incurred by the other party to this Agreement.

5. **To Designated Representative**. Each party hereby designates a representative (each a "Designated Representative"), as identified on Exhibit B, to whom all information under this Agreement shall be sent and who shall be designated by such party to have responsibility to distribute such information to the appropriate employees or other representatives of such party for review, action, and/or decision. Each party may at any time change its Designated Representative by a notice in writing delivered to the other party.

6. **Data Sharing**. It is the intent of the parties to develop a schedule of reports that will be of sufficient detail and in appropriate formats to allow EMS and TCFD to receive information each party needs to fulfill its responsibilities to assure recertification and competency of the Certified Individuals. The parties will agree to the reports to be provided and their frequency. EMS and TCFD agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that TCFD or any staff may be provided during the term of this Agreement to any other person (with the exception of TCFD's or any staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by EMS ("Confidential Information"). As between EMS, its affiliates, and TCFD, any Confidential Information of Hospital or its affiliates or Data provided to or learned by TCFD for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of EMS. In no event shall TCFD claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services TCFD is authorized to provide under this Agreement, without prior written consent of EMS or its affiliates. Additionally, TCFD shall not use, authorize to use or disclose the Data received from EMS for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of TCFD or for any commercial exploitation, unless otherwise agreed upon in writing by EMS or its affiliates. Moreover, TCFD hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from EMS's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of EMS or any affiliate thereof or their respective patients, clients or customers. With respect to any patient or medical record information regarding EMS patients, TCFD and any staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of EMS and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

7. **Identification of Certified Individuals.** TCFD will notify EMS when hiring employees with eligibility for recertification through participation in EMS IST.

8. **Term.** The term of this Agreement shall be one (1) year commencing on the effective date ("Initial Term"). The Agreement will automatically renew for a maximum of two (2) one (1) year terms ("Renewal Term(s)"). Notwithstanding the foregoing, this Agreement may be terminated by either party for any reason by giving thirty (30) days' prior written notice to the other party of its intention to withdraw from this Agreement.

9. **Criminal Background Checks**

a. **General.** Each party shall perform a criminal background check on each of its employees and volunteers.

b. **Notice of Disqualifying Crime.** If any employee or volunteer of either party is found to have been convicted of or pled guilty or nolo contendere to any disqualifying criminal offense or has been placed on a State Employee Disqualification List, the employing party shall notify the other party immediately and immediately prohibit the individual from participation. For purposes of this agreement, "disqualifying criminal offense" refers to the conviction or any criminal offense that carries a sentence of one year or more, or any criminal offense that involves moral turpitude. Forfeiture of bond, a guilty plea, or a plea of nolo contendere is considered the equivalent of a conviction for purposes of this agreement.

10. **Notices**. Any notices permitted or required by this Agreement will be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to TCFD:

City of Tega Cay Fire Department
7200 Tega Cay Drive
Tega Cay, SC 29708
Attn: _____

If to EMS:

Piedmont Medical Center EMS
222 South Herlong Avenue
Rock Hill, SC 29732
Attn: CEO

11. **Miscellaneous.**

a. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

b. **Survival**. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

c. **Amendments**. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

d. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

e. **Assignment**. Neither party may assign its rights or obligations hereunder without the prior written approval of the other.

f. **South Carolina Law**. This Agreement shall be governed in all respects, including validity, interpretation, and effect in accordance with the laws of the State of South Carolina.

g. **No Violation**. Neither party shall be deemed to be in violation of this Agreement if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation, flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, regulation, rule or action of any applicable governmental entity.

h. **No Joint Venture**. It is understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, or a relationship of landlord and tenant, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other of them, except as otherwise specifically provided in this Agreement.

i. **Non-Discrimination**. Each party agrees that it shall not deny service or otherwise discriminate against any patient or potential patient on the basis of age, sex, race, religion, national origin, ancestry, creed or disability.

j. **Disclosure of Terms of Agreement.** Neither TCFD nor any TCFD Staff shall refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of EMS, unless otherwise required by law to make such disclosure. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without

the prior written consent of the other party. TCFD shall not represent, directly or indirectly, that any product or service of TCFD has been approved or endorsed by EMS or any of its affiliates, without the prior written consent of EMS, except as required by law.

12. **Exclusion Lists Screening.** TCFD shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), (b) the General Services Administration's System for Award Management (available through the Internet at http://www.sam.gov), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, TCFD shall immediately notify EMS of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

City of Tega Cay
Tega Cay Fire Department

By: _____
Name: _____
Title: _____
Date: _____

Amisub of South Carolina, Inc.
dba Piedmont Medical Center's
Emergency Medical Services

By: _____
Name: Bradley S. Talbert
Title: CEO
Date: _____