

MINUTES OF BUDGET AND CONTROL BOARD MEETING

NOVEMBER 5, 1975

The Budget and Control Board met at 3:30 p. m. on November 5, 1975, with the following members in attendance.

Governor James B. Edwards
Mr. Grady L. Patterson, Jr.
Mr. Henry Mills
Senator Rembert C. Dennis
Mr. F. Julian LeaMond

Also in attendance were Messrs. P. C. Smith and W. T. Putnam.

The following business was conducted.

WILLIAMSBURG TECHNICAL, VOCATIONAL AND ADULT EDUCATION CENTER -

Senator LaNue Floyd of Williamsburg County and Dr. Cyril Busbee, State Superintendent of Education, were to appear before the Budget and Control Board to discuss the funding situation with respect to the Williamsburg Technical, Vocational and Adult Education Center. However, Senator Floyd's father was very ill and he was, therefore, unable to attend.

Board members unanimously agreed to carry the matter over to a subsequent meeting to give Senator Floyd an opportunity to be present.

Data pertaining to this matter has been retained in these files and is identified as Exhibit I.

CRANE CREEK SEWER PROJECT - Some time ago, Mr. Furman McEachern advised the Budget and Control Board that the State of South Carolina had an opportunity to participate in the Crane Creek Sewer Project which would make available city sewerage to Crafts-Farrow Hospital, Midlands Center and certain facilities of the Department of Corrections. Mr. McEachern stated that it was highly desirable for the State to become involved in this project as the present sewerage facilities in that area were being operated by the Department of Corrections and the need for substantial improvements was imminent.

Board members were sympathetic with the needs but postponed consideration of the matter because of the immediate lack of availability of funds, totaling \$656,250, which would be necessary to carry out the project.

Mr. Gray Olive, City Manager for Columbia, South Carolina, appeared before the Budget and Control Board to advise that the City of Columbia would have to make certain commitments to the Federal Government prior to November 10, 1975, in order to apply for the Federal grant to carry out this project. He also stated that if the State availed itself of this opportunity, each sewer tap would cost only \$150 as opposed to a cost of \$300 under normal conditions.

Mr. P. C. Smith advised that the State of South Carolina's share of the sewer project could be financed by funds already in the hands of participating State agencies as follows.

Mental Health	\$ 467 250
Mental Retardation	87 000
Department of Corrections	102 000

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Mills, authorizing the General Services Division to proceed to negotiate with the City of Columbia on this sewer project provided the three departments in question can finance their proportionate shares from funds not subject to the present bond freeze.

Data pertaining to this matter has been retained in these files and is identified as Exhibit II.

SECOND INJURY FUND - PROPOSED SEMINAR - Mr. Howard H. Victry, Director of the Second Injury Fund, advised that his agency plans to conduct a seminar with respect to second injury liabilities. He further indicated that he plans to have several well known speakers and expects to invite representatives from several southeastern states. It is further proposed that a registration fee of approximately fifteen dollars be charged for each participant in order to defray the costs of this program.

One of the speakers whom Mr. Victry would like to have on the program is Dr. Arthur Larson of the Duke University Law School. The normal fee charged by Dr. Larson for such a program is \$1,000 plus expenses.

Mr. Victry asked for Board approval to conduct a seminar and to pay the fee of \$1,000 to obtain Dr. Arthur Larson to participate.

Senator Dennis commented that he did not feel that Mr. Victry needed to appear before the Board with respect to this matter. However he made a motion, which was seconded by Mr. Mills, that Mr. Victry be permitted to use his own discretion as to the holding of the seminar and as to the amount of fee which should be paid to the participants. This motion was unanimously passed by the Board.

Data pertaining to this matter has been retained in these files and is identified as Exhibit III.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION - SELECTION OF ARCHITECT -

In a letter dated October 22, 1975, Chief J. P. Strom, of the State Law Enforcement Division, requested permission to hire the architectural firm of Leon Campbell and Associates for the design of a vehicle service facility, the total cost of which will amount to approximately \$20,000. It was further indicated that the agency had sufficient funds on hand to complete this facility.

After being assured that information had been received which indicates that all legal requirements pertaining to the selection of an architect had been met, Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, authorizing the hiring of the architectural firm of Leon Campbell and Associates.

Data pertaining to this matter has been retained in these files and is identified as Exhibit IV.

MARION COUNTY - REAL ESTATE TRANSACTION - Some time ago, Marion

County transferred approximately five acres of land to the State of South

Carolina for use by the National Guard. Prior to this transfer, improvements had been made to the property through the use of Federal funds. In accepting these funds, Marion County agreed to certain restrictions on the use of this property but these restrictions were not incorporated into the deed which was transferred to the State.

The Budget and Control Board has now been asked by the office of the Attorney General to deed the property back to Marion County with the understanding that a subsequent deed will be drawn transferring the property back to the State. This subsequent deed will contain appropriate restrictions required by the Federal Government.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Patterson, authorizing the requested transfer.

A copy of the Real Estate Title transfer has been retained in these files and is identified as Exhibit V.

GENERAL SERVICES DIVISION - STUDY OF BROAD RIVER ROAD WATER SUPPLY -

A study of the facilities located in the Broad River Road area of the City of Columbia has indicated that inadequate water supplies would be available to fight any severe fire which might occur in one of the State institutions in that vicinity. Before this matter can be remedied, a thorough study needs to be made and plans developed. The State Insurance Fund has a contingent \$25,000,000 liability against fire loss of State agencies in this particular area. Because of this, Mr. McEachern has requested permission to spend approximately \$25,000 from the Insurance Sinking Fund for the purpose of conducting an engineering study of the water situation in the Broad River Road area and the development of plans for relieving this hazard.

Mr. Leamond questioned the cost of \$25,000, but Mr. Smith explained that the area to be covered was extensive and would require specialized engineering expertise.

Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, authorizing the expenditure of an amount not to

exceed \$25,000 from the State Insurance Fund to pay for a water study for the various State agencies located in the Broad River Road area.

A letter from Mr. McEachern pertaining to this matter has been retained in these files and is identified as Exhibit VI.

STATE BOARD FOR TECHNICAL AND COMPREHENSIVE EDUCATION - SALARIES OF LOCAL DIRECTORS - At its meeting of October 29, 1975, the Budget and Control Board received a ruling from the Office of the Attorney General indicating that employees of the Regional Technical Education Centers were "State employees" and, therefore, salaries of these individuals could not be supplemented from local funds. At that time, Board members requested an additional opinion from the Attorney General as to whether the Presidents or Directors of the Regional Institutions were also considered to be State employees and as to whether the same restrictions applied to these positions.

At the present meeting, Mr. Hardwick Stuart, Jr., appeared before the Board to present a third opinion in which he ruled that the Presidents or Directors of the Technical Education Centers were State employees and, therefore, should not receive additional remuneration by way of local funds. He stressed the fact that this does not prohibit dual employment when such employment involves more than one State agency and is approved by the Budget and Control Board. He also indicated that there will probably be litigation pending on the question of the relationship between the State Board for Technical and Comprehensive Education and the regional centers.

Senator Dennis stated that comments had been made to the effect that Dr. Charles Palmer had approached the Budget and Control Board with respect to certain questions pertaining to the operation of the Charleston Technical Center. He said that he wanted it clearly understood that the Charleston situation had been injected into Budget and Control Board consideration by he and Mr. LeaMond.

Board members unanimously approved a motion by Mr. LeaMond, seconded by Mr. Patterson, that the rulings of the Attorney General be accepted as information. Governor Edwards stated that this action by the Budget and Control Board simply permitted the Board's original action to stand.

Rulings of the Attorney General's office pertaining to this matter have been retained in these files and are collectively identified as Exhibit VII.

LEGISLATIVE AUDIT COUNCIL - REQUEST FOR NEW POSITIONS - In a letter dated October 30, 1975, Mr. Carl B. Harper, Jr., Chairman of the Legislative Audit Council, advised that his agency was ready to hire staff members and requested Budget and Control Board approval for the following unclassified positions.

Director	\$ 27 500
Assistant Director	25 000
Program-Analyst	15 000
Program-Analyst	12 000

Board members agreed that this staff had been long delayed but did no violence to the economy because it had been anticipated for some time. Board members also questioned whether the establishment of new positions by the General Assembly should be passed upon by the Budget and Control Board. However in order to expedite the matter, Board members unanimously approved a motion by Mr. LeaMond, seconded by Senator Dennis, approving the establishment of the requested positions.

A copy of Mr. Harper's letter has been retained in these files and is identified as Exhibit VIII.

BUDGET AND CONTROL BOARD MEETING - Budget and Control Board members agreed to meet at 10:00 a. m. on Monday, November 17, and to also meet that afternoon, if necessary, to hear the budget presentation of Social Services.

Governor Edwards agreed to try to rearrange his schedule so that

the meeting might be held on November 18, 1975, if possible.

PERSONNEL DIVISION - Dr. Jack Mullins appeared before the Budget and Control Board to discuss the following matters.

FREEZE ON GRADE REALLOCATIONS - Dr. Mullins reported that numerous agencies were requesting reclassifications of entire job grade levels. He further stated that because of the level of compensation of State employees, a case could be made for the increasing of almost any job grade level and that if the trend continued, it could cost the State significant sums.

He asked for Board approval to freeze all grade re-allocations for the balance of the fiscal year 1975-76 except for those which had been received and were pending as of November 5, 1975. Dr. Mullins agreed that there might be some emergency request, in which case he would bring such a request to the full Budget and Control Board.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Leamond, authorizing a freeze on job grade reallocations for any requests received after November 5, 1975.

SALARY RAISES UPON RECLASSIFICATION - Dr. Mullins reported that it had been the practice to permit a salary increase of up to ten percent where individual employees were reclassified. He asked for permission to terminate all salary increases upon job reclassification except where such an increase was necessary to bring the employee to the base salary of the new job level.

Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, authorizing this procedure.

PAYMENTS OF HONORARIUMS TO MEMBERS OF THE GENERAL

ASSEMBLY - Dr. Mullins reported that a question had arisen as

to whether Clemson University could pay honorariums of One Hundred dollars to members of the General Assembly for their participation in a symposium concerning home rule.

Governor Edwards explained that, although he had no question about the present instance with respect to Clemson University, he felt that this type of situation could develop into a lobbying device. Senator Dennis stated that he had personal feelings against the practice, but that its legality should be determined by the Attorney General and that it would then be a matter for Clemson University to decide.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Mills, requesting that a legal opinion be obtained from the Attorney General as to whether such payments should be made. The motion also called for the matter with respect to Clemson University to be accepted as information.

Data pertaining to this matter has been retained in these files and is identified as Exhibit IX.

ATTORNEY GENERAL - CHILD SUPPORT PROGRAM - In a letter dated October 31, 1975, Mr. Daniel R. McLeod, Attorney General, advised that his office had been requested by the Department of Social Services to provide the necessary legal services to comply with certain aspects of the Child Support Program of Social Services. The Federal Government will provide seventy-five percent of the cost of implementation of this new aspect of the program. If this enforcement project is not undertaken, child care funds will be reduced by five percent effective January 1, 1977. This reduction would exceed \$1,600,000 based upon 1974-75 receipts.

Mr. McLeod further advised that the preliminary contract which he has received from the Department of Social Services would initially require the establishment of three regional offices and would call for ten

attorneys, three investigators, six legal secretaries and three administrative personnel.

Board members agreed that information was needed as to the ultimate costs of this program and the actual benefits to be derived. Therefore, the matter was carried over to a subsequent meeting.

A copy of Mr. Daniel McLeod's letter of October 31, 1975, has been retained in these files and is identified as Exhibit X.

REPORT ON APPROPRIATIONS REDUCTION - Mr. P. C. Smith advised that his office was receiving resistance and certain adverse reactions from some departments with respect to budget reductions. He also reported that the reductions probably could not be accomplished if an absolute position was taken against the reduction of any work force. He stated that cutbacks of the size needed would probably call for the discontinuance of certain programs which, in turn, might call for the elimination of jobs in some areas.

Senator Dennis replied that it was the intention of the Budget and Control Board to avoid eliminating jobs but that even this was acceptable if necessary to balance the budget.

Senator Dennis offered a motion, which was unanimously passed by the Board members, whereby the Board placed itself on record as attempting to avoid termination of employees but agreeing that such a procedure might be necessary in some areas.

Dr. Jack Mullins advised that, if a reduction in force became necessary, such a reduction should be accomplished through a pre-determined plan which would be fairly applied to all employees. He stated that a lack of such a procedure might lead to law suits against the State by terminated employees.

Board members unanimously approved a motion by Mr. LeaMond, seconded by Senator Dennis, asking Dr. Mullins to develop a plan for a reduction in work force if such a contingency should arise.

Governor Edwards stated that he would like to make an attempt to keep the general operating budget of the State at \$1,000,000,000 for the next few years in order to build a cushion for emergency situations. Mr. Smith called attention to the fact that such a procedure would call for a reduction for the fiscal year 1976-77 to the amount appropriated for the fiscal year 1975-76 even after the present cuts are in effect.

Board members briefly discussed this matter and Governor Edwards asked that they give it further consideration for future action.

GENERAL OBLIGATION BOND LIMITATION - COURT SUIT - Governor

Edwards reported that an Order had been received from the courts with respect to the Budget and Control Board limitations in the issuance of certain general obligation bonds and that this interpretation was very strict.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Patterson, recommending that the matter be appealed to the Supreme Court.

DEPARTMENT OF EDUCATION - FREEZE ON STATE AID FOR SCHOOL BUILDINGS -

Senator Dennis advised that he had received several inquiries concerning the freeze of monies which would normally be available to school districts for construction and asked for clarification as to whether the bond freeze was directly responsible for this situation.

Mr. P. C. Smith explained that funds available to the Department of Education would be directly affected by the pending court suit and that temporarily the State Board of Education had frozen monies available to the various school districts which might ultimately have to be provided through the issuance of bonds. The Attorney General has been requested by officials of the Department of Education for a ruling with respect to the limitations and obligations of that agency.

Mr. Smith also suggested that a study should be made of the actual needs of the various school districts for building money to be supplied by the State.

SECRETARY'S NOTE: Dr. Mullins reported that the final two items of business pertained to personnel matters and Board members unanimously agreed to conduct the balance of the meeting in Executive Session.

EXHIBIT I
NOV. 5, 1975

November 19, 1968

Economic Development Administration
Department of Commerce
Washington, D. C.

Gentlemen:

We, the undersigned, wish to express support for the proposed manpower center in Williamsburg County, which is intended to serve as a comprehensive demonstration manpower center that shall endeavor to meet all manpower training needs in the service area. Educational components within the institution shall include: basic education for adults who do not meet minimum educational entry requirements for employment or who are unable to profit from occupational training because of illiteracy; vocational education for high school students designed to train students for employment upon graduation or to prepare them for advanced training in the post-secondary programs of the center; and vocational and technical education for unemployed and underemployed adults.

The Department of Education shall establish guidelines and criteria for basic education and high school vocational training, and the State Committee for Technical Education shall do the same for vocational and technical education and training for persons out of school. The State Employment Security Commission can assist in the recruitment, testing, and placement of students. The State Vocational Rehabilitation Department will be provided space for the rehabilitation in the center of VRA clients. Manpower Development Training Act programs and the Concentrated Employment Program will participate in the training programs of the center.

Demographic characteristics of the region and a survey of training opportunities make amply clear that the vast majority of the persons who will be served by the center are of low socio-economic backgrounds without adequate opportunity for occupational training.

It is clearly evident from the variety of programs to be offered within the center that only a small percentage of the persons to be trained in it shall be high school vocational students. The basic education and vocational and technical training programs for adults or youth who have left school prior to

graduation shall reach many times more people during any twelve-month period than will the high school vocational programs.

The proposed center is being designed as a cooperative endeavor at the local and state level for the primary purpose of developing and conducting comprehensive programs of education and training, recruiting, counseling, and job placement that will have a significant impact on the socio-economic development of the surrounding region.

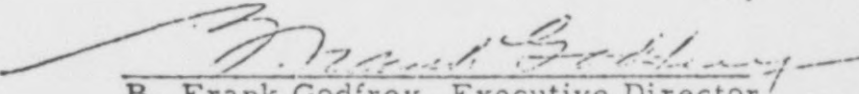
The objectives of the comprehensive manpower center shall be to:

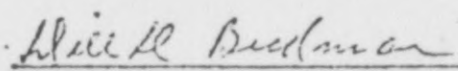
1. Survey current and projected employment opportunities and needs of business and industry;
2. Survey and identify the human resources that are currently unemployed, underemployed, or otherwise available for further advanced training.
3. Offer broad manpower development programs consistent with and responsive to manpower needs as determined by the surveys mentioned in # 1 above. These programs would include basic education for out-of-school persons who need a higher educational level for gainful employment, vocational and skill-level training for high school students, vocational and skill-level training for persons out of school, technician-level education, and short-term training as may be required to upgrade and up-date persons for jobs in existing, expanding, and new business and industry;
4. Maintain coordination with federal, state, and local programs for manpower development within the service area;
5. Maintain coordination with the support programs that affect the development of human resources in the area, such as health, vocational rehabilitation, the Employment Security Commission, etc.;
6. Offer appropriate facilities and general administrative staff support for the primary educational and training programs, the related federal manpower development programs, and the support services;
7. Maintain close coordination with local development groups, the State Development Board, and local business and industry to provide job placement and related personnel services.

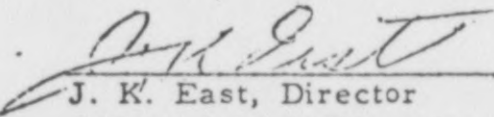
The proposed organizational and operational structure of the center appears sound, and we believe that it will work. Certainly, there is every intention on our part to make the center function smoothly and efficiently.


Therefore, we, the undersigned, do hereby affirm that:

1. We endorse the application for EDA funding and shall support to the best of our ability the proposed manpower center in Williamsburg County;
2. Special emphasis shall be placed within the center upon recruitment, training, and retraining programs for the unemployed and underemployed persons of low socio-economic backgrounds;
3. Special remedial programs shall enable students to matriculate and to continue vocational training that will prepare them for entering the labor force with marketable skills;
4. We shall develop jointly concrete plans that shall insure maximum effectiveness in the recruitment and enrolling of low-income persons;
5. The principal thrust of the proposed center shall be to recruit, enroll, train at whatever level indicated by individual student needs, counsel and advise, and place in the labor force adults and youth from low socio-economic backgrounds, with primary emphasis upon unemployed and underemployed adults;
6. We shall work cooperatively to achieve maximum efficiency and effectiveness in the recruitment and counseling of students, in the operation of training programs, in the placement of students ready to enter the labor force, and in the overall success of the demonstration center for the economic improvement of the citizens of the service area.


B. Frank Godfrey, Executive Director
State Employment Security Commission


Dill D. Beckman, Director
Vocational Rehabilitation Department


J. K. East, Director
Office of Adult Education
State Department of Education


Cecil H. Johnson, Jr., Director
Office of Vocational Education
State Department of Education

Statement prepared in accordance with Mr. J. Gordon Berry's memorandum of December 7, 1967, to the Southeastern Area EDA Field Coordinators

A careful review of the memorandum (copy attached) of December 7, 1967, from J. Gordon Berry, Director of the Southeastern Area, Economic Development Administration, to "All Field Coordinators" reveals that the proposed Williamsburg Regional Vocational-Technical Center meets all requirements stipulated within the memorandum.

The primary purpose of the proposed training center shall be to develop and conduct comprehensive programs of education and training, recruiting, counseling, and job placement that will have a significant impact on the socio-economic development of the surrounding region.

Supporting documents accompanying this application leave no doubt but that EDA has given very high priority to Williamsburg County, that the proposed facility shall lend tremendous assistance to the economic development program of the area and shall be an integral part of it, and that it shall be oriented toward and shall be directly beneficial to the unemployed and underemployed persons of the area through programed activities.

Section 3 of the above-mentioned memorandum sets forth criteria and procedures for project development. The following paragraphs shall consider Section 3 point by point.

Since Williamsburg County has been singled out by EDA as a county meriting special attention and assistance and since the proposed facility is located in the center of population for the county and is easily accessible to all portions of the county and surrounding counties, the school meets the criteria set forth in Section 3.01.a.

There are no training facilities for out-of-school persons within Williamsburg County or portions of adjacent counties within the service area. The only training program for adults currently existing within the county is a small federally-funded project that reaches only a small number of seasonal farm workers. The only training programs within Williamsburg County for in-school youth are conducted within the regular high schools and are inadequate for even the in-school youth. The vast majority of all students in the in-school vocational programs take vocational agriculture, auto mechanics, home economics, commercial subjects, and machine shop, but the machine shop facilities are inadequate for the tasks within the local schools. The nearest vocational and technical training facilities to which residents of the region can commute are located in Florence, Sumter, Conway, and Charleston,

which involve commuting distances from Kingstree of 38, 38, 59, and 72 miles, respectively. It is clearly evident, therefore, that training facilities for the unemployed and underemployed, low-income persons residing within the area are nonexistent. There are no private, public, or proprietary two-or four-year colleges in the service area. The proposed facility location clearly meets the requirement of Section 3.01.b.

Section 3.01.c stipulates that "the school will be engaged in developing a present and future labor force through the following activities:

"1. Training and retraining programs for the unemployed adults and out-of-school unemployed youth in regularly scheduled daytime as well as afternoon-evening sessions.

"2. The development of concrete plans to recruit and enroll the children from low income families.

"3. Special remedial programs to enable students to matriculate and continue vocational training which will prepare them for entering the labor force with marketable skills."

The attached letter signed by Mr. B. Frank Godfrey, Executive Director, State Employment Security Commission, Dr. Dill D. Beckman, Director, State Vocational Rehabilitation Department, Mr. J.K. East, Director, Office of Adult Education, State Department of Education, Dr. Cecil H. Johnson, Jr., Director of the Office of Vocational Education, State Department of Education, and Mr. Thomas E. Barton, Jr., Executive Director, State Committee for Technical Education, reveals that the proposed center will meet all stipulations of Section 3.01.c.

Section 3.01.d reads: "The grant request will include plans by which the above will become operational, including source of funds for administration and, where necessary, plans for transporting students and trainees to and from the training facility." Staff of the State Department of Education and the State Committee for Technical Education have evolved organizational and operational structure for the proposed center, and this plan has been approved by the directors of all participating agencies, by the applicant, and by the Williamsburg County Superintendent of Education. The plan follows:

"The organizational and operational structure of the comprehensive manpower center shall be as follows:

"1. The center shall be formed initially by a local board recommended by the local county delegation, including the senator, to the Governor, and appointed by the Governor for staggered terms in order that each member would normally serve three- or four-year terms.

"2. The local board shall consist of nine qualified electors of the county. Four of the members shall represent the board (s) of education in the county; four shall represent the business and industrial leadership of the county; and one shall represent the local development board.

"3. In the case of a multi-county center, the local governing body's membership shall be modified to provide adequate multi-county representation and support for the center.

"4. The board shall be the local governing and policy-making body for the center, subject to broad policy guidelines approved by the Coastal Plains Manpower Advisory Committee and subject to criteria established by participating state agencies for program quality and curriculum content.

"5. Each agency providing a program within the center shall provide support and ancillary services consistent with its program and resources. The local board may request general services or assistance from any of the cooperating agencies.

"6. The local board shall employ a director for the center, subject to the final approval of the Coastal Plains Manpower Advisory Committee.

"7. The local governing body shall own all land and buildings but all equipment shall be owned, inventoried, and maintained by the agency providing the equipment.

"8. The responsibility for all construction and maintenance lies with the local governing body. Except for funds appropriated or otherwise provided by the Legislature for construction, state funds will not normally be used for construction or land acquisition.

"9. The local director shall employ and supervise all staff personnel, subject to certification and other necessary criteria established by the cooperating state agencies.

"10. The director, utilizing his staff personnel, shall conduct the surveys mentioned in objectives 1, 2, and 3 above in order to insure that the training programs in the center are consistent with and responsive to the present and projected manpower needs in the area.

"11. Based upon documented needs within the service area, the local center shall develop a proposed complete annual program and budget by major component for submission to the appropriate funding agency or division. The local board and the appropriate funding agency or division shall evolve written agreements concerning the proper procedures for the funding of each component. The Department of Education shall be the funding agency for basic education for adults

and high school vocational education. The State Committee for Technical Education shall be the funding agency for vocational and technical education for persons not enrolled in secondary schools and for federal manpower programs administered by state agencies and other private or public manpower programs. In addition, it shall be the responsibility of the appropriate state agency or division to establish minimum acceptable operating criteria, curriculum content, faculty qualifications, library resources, equipment needs, and suitable reporting procedures for finances, enrollment, and other matters for the component financed by that state agency or division.

"12. It shall be the responsibility of the center to operate each component within the established criteria for that component or program and with complete fiscal and attendance reporting according to state and/or federal guidelines.

"13. Each state agency or division shall pay for all of the direct costs of its respective component in accordance with the established procedures of the respective agency or division, plus a percentage of indirect costs, for general overhead, administrative and janitorial salaries, the library, and other general expenses in accordance with a formula agreed upon by the funding agency or division and the local board.

"14. Each state agency or division shall evolve an agreement with the local board concerning tuition fees that may or may not be charged to students and the uses to which such fees may be put.

"15. An audit by qualified auditors shall be required at least annually.

"16. A complete inventory of all state-owned equipment shall be conducted on an annual or more frequent basis by the agency owning, lending, or otherwise providing the equipment.

"17. The State Committee for Technical Education shall serve as the coordinating agency between the Coastal Plains Manpower Advisory Committee and the local governing body."

Although no concrete plans have been drawn for transporting students and trainees to and from the training facility, this matter has been discussed by the applicant and the participating state and local agencies, and there is unanimous agreement that transportation needs will be met adequately as the need and scope are better defined. Funds for bussing of students could come from any of the participating state and local agencies.

Accompanying letters of endorsement and the attached letter from department heads satisfy the requirements of Section 3.01.e.

Section 3.02 states that "development of the project should be coordinated with the heads of local and State vocational education and employment service programs, industry and business, and the Economic Development Committee(s) in the area. To avoid duplication of effort, other financial resources available should be explored, including other Federal assistance programs to determine whether total or supplemental grant is indicated." The attached letter by the heads of the participating agencies, the structure of the proposed center, and the letters of endorsement accompanying the application show clearly that there is proper coordination of the project.

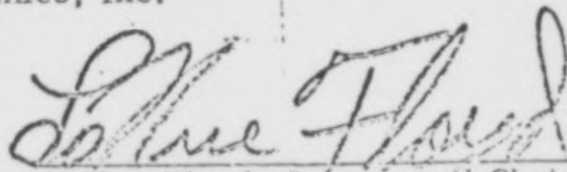
Also, the State Planning and Grants Office has been involved closely in every aspect of the development of the proposed center and are working continuously toward securing adequate federal and other funding for the operation of the facility. State funding without duplication is assured. With coordination through the State Planning and Grants Office, every source of funding will be investigated and secured if possible. It is anticipated that Coastal Plains Regional Commission technical assistance funds will be available for evaluative and other functions of the demonstration center.

The only sources of funding available for the construction of the proposed facility are EDA and Coastal Plains.

Attached and accompanying documents provide adequate support for requirements of Section 3.03.

The supporting preliminary report of United Dynamics, Inc., a consulting firm employed by the Coastal Plains Regional Commission to study manpower in the Coastal Plains region reveals that location of the school in Williamsburg County meets criteria of Section 3.04. The placement of the demonstration comprehensive center in Williamsburg County would enable it to serve more people than any of several sites in the Coastal Plains region of South Carolina that do not adequately meet local occupational training needs. The actual needs in the county for this type of training exceed those of other possible sites evaluated in this preliminary report of United Dynamics, Inc.

Prepared by:


LaNue Floyd, Senator and Chairman
Williamsburg County Legislative
Delegation

Date: November 19, 1968

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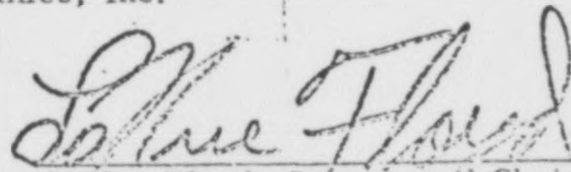
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LaNue Floyd, Senator and Chairman
Williamsburg County Legislative
Delegation

Date: November 19, 1968



WILLIAMSBURG TECHNICAL,
VOCATIONAL AND ADULT EDUCATION CENTER

W. S. DeLany, Jr.
Director

(803) 354-7423

601 Lane Road
Kingstree, S.C. 29556

June 23, 1975

Mr. R. C. Fennell, Chairman
Williamsburg Technical, Vocational and
Adult Education Center Area Commission
P. O. Box 670
Kingstree, South Carolina 29556

Dear Cleo:

As you know, the matter of adequate funding for the high school vocational education program here at the Center has been under discussion with the Department of Education for a number of months. Despite numerous meetings, the problem has never been settled. So that I can plan for the coming year, it is imperative that the issue be resolved as quickly as possible and that the Department of Education pay their share of this high school program as was originally intended.

In the proposal which was submitted to the Economic Development Administration for a grant to build the Center is a statement signed by Senator Floyd. Paragraph 11 of this statement establishes the Department of Education as the funding agency for basic education for adults and high school vocational education, and also establishes the Area Commission as the agency to deal with this Department. Paragraph 13 states:

"Each State agency or division shall pay for all of the direct costs of its respective component in accordance with the established procedures of the respective agency or division, plus a percentage of indirect costs, for general overhead, administrative and janitorial salaries, the library, and other general expenses in accordance with the formula agreed upon by the funding agency or division and the local board."

It has been determined that the direct and indirect costs of running the high school vocational program are approximately \$2.00/contact hour. Assuming that, in the coming fiscal year, we have 375 high school students the total cost of the program for FY 1975/76 will be \$270,000 (375 students x 2 hours/day x \$2.00/hour x 180 days). This 375 figure

Mr. R. C. Fennell
Page 2
June 23, 1975

appears to be conservative since we had 387 high school students this past year. Using the same categories as shown on page 75 of the General Appropriation Bill for 1975-76, the breakdown of this \$270,000 is as follows:

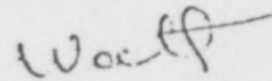
Salaries	\$191,814
Travel	1,000
Equipment	27,186
Supplies	<u>50,000</u>
Total	\$270,000

Since the matter has not been resolved, Senator Floyd added a proviso to the Department of Education's portion of the 1975-76 General Appropriation Bill which says:

"That in the expenditure of funds appropriated in this section, the Department is directed to comply fully with the terms of the agreement entered into with other state and local agencies at the time of the establishment of the Williamsburg Manpower Training Center." (Page 87)

Despite this proviso, the Center has not received any information from the Department of Education concerning funding for the high school vocational program for the coming year, and does not know whether the requested \$270,000 will be forthcoming and, if so, when. It would be appreciated if you would determine the current status of this funding and let me know of any further steps I should take to resolve this matter.

With warmest personal regards,


W. S. DeLany, Jr.
Director

WSD:tw

cc: Senator LaNue Floyd

Williamsburg County Board of Education

R. C. FENNEL, SUPERINTENDENT OF EDUCATION

Kingstree, S. C.

29556

PHONE 354-6674 P. O. Box 670

MEMBERS OF BOARD

M. B. LEE, CHAIRMAN
M. F. MONTGOMERY
L. L. BUNCH
DALE MCCANTS
CLAUDIE HENRYHAND

July 8, 1975

MEMBERS OF BOARD

O'NEAL KIRBY
J. BRAXTON LOVETT
W. J. LAWRIKORE
T. B. ROGAN, JR.
JESSE E. LAWRENCE

RECEIVED

JUL 9 1975

OFFICE OF STATE
SUPT. OF EDUCATION

The Honorable Cyril B. Busbee
State Superintendent of Education
State Department of Education
1006 Rutledge Building
Columbia, South Carolina 29201

Dear Cyril:

While I am reluctant to trouble you with a matter that has become very embarrassing to me, I feel I have no other choice.

Some time ago I understand that someone in your department requested Senator Floyd for a copy of the Williamsburg Technical, Vocational, and Adult Education Center's budget for the 1975-76 year for high school vocational education purposes. Dr. DeLany supplied the information to Senator Floyd, and for some reason, he failed to send it and has requested me to take care of this matter.

Based on \$2.00 per contact hour and a projection of 375 students, Dr. DeLany provides the breakdown as shown in his letter to me. A copy of which is attached.

I shall appreciate your assistance in resolving this problem.

Please accept my thanks along with my best regards.

Sincerely yours,

RCF

R. C. Fennell
Superintendent of Education

RCF:pm

Enclosure

July 24, 1975

Mr. R. C. Fennell, County Superintendent
Williamsburg County School District
Post Office Box 670
Kingstree, South Carolina 29556

Dear Mr. Fennell:

Your letter to Dr. Cyril B. Busbee of July 8 has been referred to this office for reply.

In reviewing the documents that we have concerning funding vocational education programs at the Williamsburg Technical, Vocational and Adult Education Center, I do not find a signed document by the State Department of Education. I noticed in Senator Floyd's signed statement dated November 19, 1963, that each agency providing a program within the Center shall provide support and ancillary services consistent with its resources and in accordance with the established procedures of the respective agency or division.

The established procedure in funding vocational education is contained in the State Plan for Vocational Education approved annually by the State Board of Education. The State Plan formula allows Williamsburg County \$299,856 for the 1975-76 school year. Under our policy not to give a school district less than the year before, plus any state increase, your allocation is \$348,394 for this school year.

As you know, you have the authority through your Board to program these funds in any way you choose throughout your school system and submit it to us for approval. Therefore, we do not have any procedure to pay school districts on a per contact hourly basis.

Mr. Fennell, under our rules and regulations we believe that Williamsburg County is being paid in the same manner that other school districts are being paid under the State Plan for Vocational Education. However, if there are areas or concerns that you have that we need to discuss, I will be happy to come to Kingstree and meet with you at your convenience to make an effort to resolve any unsettled matters that are within my jurisdiction.

Sincerely,

L. L. Lewis, Director
Office of Vocational Education

1853

LLL:fr

CC Dr. Charlie G. Williams.

ATTACHMENT F
AUG 5 1975

LANUE FLOYD
SENATOR, WILLIAMSBURG, FLORENCE,
MARION AND Horry COUNTIES
SENATORIAL DISTRICT NO. 11
SENATE OFFICE NO. 3

HOME ADDRESS:
P. O. DRAWER 669
KINGSTREE, S. C. 29554



COMMITTEES:
AGRICULTURE
BANKING AND INSURANCE
EDUCATION
FINANCE
FISH, GAME AND FORESTRY
HIGHWAYS
INVITATIONS
MEDICAL AFFAIRS
RULES
RURAL ELECTRIFICATION

August 4, 1975

Mr. L. L. Lewis, Director
Office of Vocational Education
Department of Education
Room 908, Rutledge Building
1429 Senate Street
Columbia, South Carolina 29201

Dear Mr. Lewis:

In response to your request, I enclose from Exhibit 10, application to the EDA of the Williamsburg Technical, Vocational, Adult Education Center, copies of same. From the enclosed there is no question but what each agency agreed at the time the Center was constructed to finance their department's portion of the education therein.

I understand that in the past years Vocational Education has not been funding their portion; therefore, you will find inserted in the State General Appropriations Bill this year the provision of which I spoke to you today. Under this provision, it does not leave any discretion to Vocational Education as to the funding. I interpret it to be mandatory and that is the reason it was inserted into the General Appropriations Bill for the 1975-76 year.

We need to know immediately if the State Department of Education, particularly Vocational Education, is going to comply with the original agreement and with the law as written in the State General Appropriations Bill for the purpose of planning or if we will have to resort to other action.

With personal regards, I remain

Sincerely yours,

LaNue Floyd
LaNue Floyd

LF/jw

cc: Senator Rembert Dennis
Mr. Pat Smith
Dr. Cyril B. Busbee

1854

STATE OF SOUTH CAROLINA
DEPARTMENT OF EDUCATION

CYRIL B. BUSBEE
STATE SUPERINTENDENT OF EDUCATION



COLUMBIA

August 11, 1975

The Honorable LaNue Floyd
Member, South Carolina Senate
Post Office Drawer 668
Kingstree, South Carolina 29556

Dear Senator Floyd:

I appreciate your telephone call last Monday and your follow-up letter of August 4, 1975, containing a copy of the agreement signed by Dr. Cecil H. Johnson, Jr. concerning the application for funding the Williamsburg Technical, Vocational, and Adult Education Center.

We have studied carefully the documents that you furnished me and do not find that the State Department of Education has a commitment for funding this center to the extent alluded to in your letter. However, we do find in these documents that each agency providing a program shall provide support and ancillary services consistent with its resources and in accordance with the established procedures of the respective agency or division, as shown in Sections 5 and 13. I consider that our present support fully meets these requirements.

Further, the established procedure for funding Vocational Education programs is contained in our State Plan for Vocational Education with all funds being allocated to each school district annually. Williamsburg County's Vocational Education allocation for the 1975-76 school year is \$348,394. This allocation is in accordance with established procedures used in funding all school systems in South Carolina.

Unfortunately, we do not have the leeway that some other state agencies may have for special funding and our procedures must be equitable and applicable to all school districts in this state. I consider that Williamsburg County is receiving a fair share of the funds that are available to aid school districts. However, if you do not believe this to be correct or if you have other questions, I shall be happy to discuss the matter further with you and Mr. Fennell.

Sincerely,

L. L. Lewis, Director
Office of Vocational Education

LLL:ir
CC The Honorable Cyril B. Busbee
CC The Honorable Rembert C. Dennis
CC The Honorable P. C. Smith

1855

LaNUE FLOYD
SENATOR, WILLIAMSBURG, FLORENCE,
MARION AND HORRY COUNTIES
SENATORIAL DISTRICT NO. II
SENATE OFFICE NO. 3

HOME ADDRESS:
P. O. DRAWER 668
KINGSTREE, S. C. 29556



COMMITTEES:
AGRICULTURE
BANKING AND INSURANCE
EDUCATION
FINANCE
FISH, GAME AND FORESTRY
HIGHWAYS
INVITATIONS
MEDICAL AFFAIRS
RULES
RURAL ELECTRIFICATION

September 24, 1975

Hon. James B. Edwards, Chairman
S. C. Budget and Control Board
State House
Columbia, South Carolina

C
Dear Governor Edwards:

O
P
Y
We, the resident members of the Williamsburg Legislative Delegation, are disturbed and concerned about the Department of Education's refusal to comply with the State Appropriations bill, State Department of Education proviso therein providing that Vocational Education at the Williamsburg Regional Manpower Training Center (now the Williamsburg Technical, Vocational and Adult Education Center) would be funded according to an agreement made at the time of construction of said Center. The State Department of Education has refused to comply with the terms of said agreement in a letter addressed to this Delegation written by Mr. L. L. Lewis, Director, Office of Vocational Education.

Senator Dennis and Pat Smith will recall that at the time the proviso was put into the State Appropriations Bill, I had a line item prepared which would have provided adequate funding for said Center and at their recommendation a proviso was entered instead, which the State Department of Education has thus far refused to honor. We therefore call upon the State Budget and Control Board to enforce the proviso in the State Appropriations Bill; otherwise, this amount will have to be obtained from county funds. In Short, the State Department of Education and Vocational Education have not lived up to their commitment for funds for vocational education and are not now living up to their commitment.

With personal regards, we remain

Sincerely yours,

WILLIAMSBURG COUNTY LEGISLATIVE DELEGATION

/s/LaNue Floyd
Senator

/s/B. J. Gordon, Jr.
Representative

/s/Frank H. McGill
Representative

1856



WILLIAMSBURG TECHNICAL,
VOCATIONAL AND ADULT EDUCATION CENTER

W. S. DeLany, Jr.
Director

(803) 354-7423

601 Lane Road
Kingstree, S.C. 29556

October 2, 1975

Senator LaNue Floyd
P. O. Box 668
Kingstree, South Carolina 29556

Dear Senator Floyd:

This is to advise that the allocation allotted to the Center by the State Department of Education, Vocational Education, for the school year 1975-76 is in the sum of \$160,000. This would be the entire amount allocated by the State Vocational Education to the Williamsburg Technical, Vocational and Adult Education Center for the entire vocational education program at the Center for salaries, travel, equipment, and supplies.

I trust that this is the information that you requested.

With best personal regards, I remain

Sincerely,

Anne C. Ellis
Business Manager



WILLIAMSBURG TECHNICAL,
VOCATIONAL AND ADULT EDUCATION CENTER

W. S. Delany, Jr.
Director

(803) 354-7423

601 Lane Road
Kingstree, S.C. 29556

September 30, 1975

The Honorable LaNue Floyd
Senator of Williamsburg County
P. O. Drawer 668
Kingstree, South Carolina 29556

Dear Senator:

I have contended since the beginning that the most equitable way, to both the Center and the Department of Education, to figure the total cost of the high school Voc. Ed. program is by use of the following formula:
number of high school students enrolled x number of hours/day x number of school days x estimated cost/hour. By using this approach, the Department of Education is paying only for what they are getting (the students served).

We arrived at the \$270,000 figure I gave you last winter by using this formula and estimating the number of high school students we thought we would have this fall and the best estimate of the hourly cost. This worked out as follows:

$$375 \text{ students} \times 2 \text{ hours/day} \times 180 \text{ school days} \times \$2.00/\text{hour} = \$270,000$$

This fall we had 317 high school students enrolled at the end of the add-drop period. In order to be completely objective I contacted Beaufort TEC, who is also serving high school Voc. Ed. students, to obtain the cost/contact hour they use in figuring their budget. They told me it is \$1.90/contact hour. Using these figures we get for this year:

$$317 \text{ students} \times 2 \text{ hours/day} \times 180 \text{ days/year} \times \$1.90/\text{contact hour} \\ = \$216,828$$

The breakdown of this figure, using the same breakdown used in the Appropriations Bill, is:

Salaries	\$156,828
Travel	1,000
Equipment	9,000
Supplies	50,000
	<hr/>
	\$216,828

1858

Senator LaNue Floyd
Page 2
September 30, 1975

If we wanted to be more objective we could assume that 50 high school students would drop out during the fall semester. Then we would figure the fall semester with 317 students and the spring semester with 267 students. This would yield the following:

Fall Semester

317 students x 2 hours/day x 90 days/semester x \$1.90/contact
hour = \$108,414

Spring Semester

267 students x 2 hours/day x 90 days/semester x \$1.90/contact
hour = \$91,314

Total of the two semesters = \$199,728

The breakdown of this figure would be:

Salaries	\$156,628
Travel	1,000
Equipment	2,100
Supplies	40,000
	<hr/>
	\$199,728

While reducing the number of students for the spring semester may be more equitable, it is a little unrealistic. Salaries are the largest part of the total amount. Faculty are on a 9-month contract so even if the number of students is less the Center is still stuck with the faculty members salary for the entire school year.

With warmest personal regards,

Walt

W. S. DeLany, Jr.
Director

WSD:tw



EXHIBIT II
NOV. 5, 1975

STATE OF SOUTH CAROLINA
DIVISION OF GENERAL SERVICES
BUDGET AND CONTROL BOARD

FURMAN E. McEACHERN, JR.
DIRECTOR
PHONE: (803) 758-2226

300 GERVAIS STREET
COLUMBIA, S. C. 29201
October 31, 1975

R E P O R T

To: Budget and Control Board

From: F. E. McEachern, Jr., Director
Division of General Services

Subject: Crane Creek Sewer Project

At the Budget and Control Board meeting April 1, 1975, the Board approved in principle the State participating in the Crane Creek sewer project. In 1973 the group of developers employed the law firm of Lewis, Lewis, Robinson & Arnold to represent them in contracting with the City of Columbia to provide sewer service to the Crane Creek drainage basin. In 1974 one of the developers incurred financial difficulties and was forced to withdraw. The City and the development group offered the State the opportunity to contract for the 3,000 sewer taps on the same terms as the other participants. The three State agencies are Mental Health, Mental Retardation and Department of Corrections with a need for 4,375 taps for present and future use. The City of Columbia has agreed to enter into a contract to provide the State with the additional 1,375 taps at the \$150 fee (present tap fee is \$300) as used in the original contract with the developers. This project is financed as follows:

Total cost of the project	\$7,200,000
Federal Grant	5,400,000
Local participation	1,800,000
State share of Local participation	656,250

The project has now progressed to the Step II hearing and must have a firm commitment from the State for its share of the total cost. At a meeting at General Services on October 16, 1975, the three agencies indicated that they can finance each individual share from funds available outside of general revenue bond issues. This information has not been confirmed to us by the Auditor's Office.

State Budget and Control Board
Page 2

The \$656,250 State commitment is divided as follows:

Mental Health	\$467,250
Mental Retardation	87,000
Department of Corrections	102,000

The total must be paid according to the following schedule:

April 1, 1976	\$356,250
October 1, 1976	150,000
April 1, 1977	150,000

The State participation in the contract to purchase 3,000 taps originally assigned to the developer will be in the amount of \$450,000 including \$90,000 for all legal consulting, development planning and engineering fees and costs. The second contract with the City of Columbia will be in the amount of \$206,250 for the additional 1,375 taps needed to serve the State facilities. A copy of the contracts necessary for State participation is attached.

It is recommended that the Board authorize execution of these contracts upon affirmation by the appropriate officials that funds are available for this purpose.

Attachments

List of Original Participants in Developing Crane Creek Sewer Project:

Dutch Fork Investment Company, Inc.
Farrow Road Joint Venture, a Partnership
Winchester Graham, Inc.
E. D. Sauls, d/b/a W. D. Tilton Co.
North Springs, Inc. and Pine Springs, Inc.
Arlington Development Corporation
Willie Williams Real Estate, Inc.
Alvin Strasburger
Leroy Strasburger
J and J Corporation and Continental of Columbia, Inc.

EXHIBIT ^{copy} III
NOV 5, 1975

The South Carolina Second Injury Fund

1026 SUMTER STREET



HOWARD H. VICTRY
DIRECTOR

PHONE 758-2578

COLUMBIA, S. C. 29201

October 28, 1975

Mr. P. C. Smith
State Auditor
Room 205, Wade Hampton Office Building
P. O. Box 11333
Columbia, South Carolina 29211

Dear Mr. Smith:

I have attached copies of two letters which I feel are self-explanatory.

You will note Mr. Larson's favorable response indicating an interest in participating in our proposed Seminar, and his usual fee for such occasions is \$1,000 plus expenses.

It is our intention to charge a registration fee of at least \$15.00 per person attending this Seminar to defray the above expense and other related expenses. Since this project will generate necessary funds to defray expenses, I was uncertain as to whether or not I would need to establish special accounting procedures or secure special permission to expend funds for a Seminar of this nature even though it should be self-supporting.

After discussing this problem with L. K. Walton of the Comptroller's Office, he suggested I write to you regarding the payment of Arthur Larson's \$1,000 fee for speaking in addition to his regular expenses. It is not clear whether this fee would constitute an honorarium or a consultant's fee, the latter of which may require approval of the Budget and Control Board. Our plans are to invite other speakers from South Carolina and Second Injury Fund representatives from several adjoining Southeastern States. Hopefully, with Professor Larson as a major attraction, these individuals will be willing to bear most of their expenses. However, I feel we should be prepared to assume all reasonable expenses such as travel, lodging and meals if necessary.

It was further suggested that since the Second Injury Fund is established as a Restricted Account, moneys generated from the registration fee can be deposited directly into the Fund and expenses paid directly from the Fund.

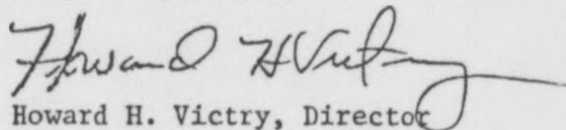
In summary, my major concern is whether or not the services of Professor Larson and other invited speakers constitute services of a consultant, and if so, securing the proper permission to contract these services and pay their requested fees and expenses.

1863

Page 2
October 28, 1975
Mr. P. C. Smith

I will hold off on contacting Professor Larson and making any commitment until I hear from you. Thank you for your cooperation.

Very truly yours, "


Howard H. Victry, Director

HHV/dbp

Enclosure: copies of letters

October 7, 1975

Dr. Arthur Larson
Duke University Law School
Director, Rule of Law Research Center
Durham, North Carolina

Dear Dr. Larson:

In 1972, the South Carolina Legislature enacted a broad coverage Second Injury Fund and subsequently revised the law in 1974. I have enclosed a copy of the current Act for your information.

During the past three years, considerable time has been devoted explaining the provisions and requirements of this Act. Employers and carriers are becoming increasingly aware of the Fund; however, additional work is still necessary to explain the provisions and the requirements of the Fund. For this reason, a major Second Injury Fund seminar is planned for the Winter or early Spring of 1976. I would like to extend an invitation to you to appear as the major keynote speaker. In addition, an invitation will be extended to a management representative from a major insurance company hopefully to explain that particular company's activity in Second Injury Fund claim in other States. Also, there are several local attorneys who were instrumental in developing the original and subsequent legislative changes in our Act. I will approach one of these individuals and ask for a presentation outlining the development of the South Carolina Second Injury Fund. There are several other areas of discussion under consideration; however, our plans have not been finalized at this time.

It is felt that a seminar of this caliber constitutes a unique approach in the area of Second Injury Fund development. Assuming an adequate program is established, invitations will be sent to Fund Administrators in neighboring States.

If you are interested in participating in this project, please advise at your earliest convenience. In addition, I would like to have several dates convenient for you and your fee for a speaking engagement of this nature. In addition, any other expenses such as transportation and lodging will be paid by the Fund. I sincerely hope your response will be favorable, and if you have any questions or comments regarding this request, please advise.

Very truly yours,

1865

Howard H. Victry, Director

Duke University
Rule of Law Research Center
DURHAM
NORTH CAROLINA

DUKE UNIVERSITY SCHOOL OF LAW
DURHAM, NORTH CAROLINA 27706
TELEPHONE 919-684-8111

October 16, 1975

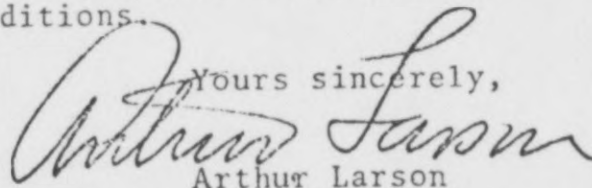
Mr. Howard H. Victry, Director
The South Carolina Second Injury Fund
1026 Sumter Street
Columbia, South Carolina 29201

Dear Mr. Victry:

Thank you for your letter of October 7, 1975, and the enclosure. I would be honored to take part in the Second Injury Fund Seminar. My usual fee for such occasions is \$1000 and expenses.

I was gratified to observe that good use was made of my Council of State Government Working Group's draft. The additions and changes that have been made are particularly interesting to me, and, if I should go forward with this talk, I would like very much to learn more about the background of these changes and additions.

Yours sincerely,


Arthur Larson

AL:lc

11/5
Ep III

copy

The South Carolina Second Injury Fund

1026 SUMTER STREET

HOWARD H. VICTRY
DIRECTOR



PHONE 758-2578

COLUMBIA, S. C. 29201

October 28, 1975

Mr. P. C. Smith
State Auditor
Room 205, Wade Hampton Office Building
P. O. Box 11333
Columbia, South Carolina 29211

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After discussing this problem with L. K. Walton of the Comptroller's Office, he suggested I write to you regarding the payment of Arthur Larson's \$1,000 fee for speaking in addition to his regular expenses. It is not clear whether this fee would constitute an honorarium or a consultant's fee, the latter of which may require approval of the Budget and Control Board. Our plans are to invite other speakers from South Carolina and Second Injury Fund representatives from several adjoining Southeastern States. Hopefully, with Professor Larson as a major attraction, these individuals will be willing to bear most of their expenses. However, I feel we should be prepared to assume all reasonable expenses such as travel, lodging and meals if necessary.

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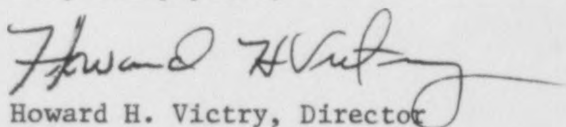
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1867

Page 2
October 28, 1975
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Very truly yours, *


Howard H. Victry, Director

HHV/dbp

Enclosure: copies of letters

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It is felt that a seminar of this caliber constitutes a unique approach in the area of Second Injury Fund development. Assuming an adequate program is established, invitations will be sent to Fund Administrators in neighboring States.

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Very truly yours,

Howard H. Victry, Director

1869

Duke University
Rule of Law Research Center
DURHAM
NORTH CAROLINA

DUKE UNIVERSITY SCHOOL OF LAW
DURHAM, NORTH CAROLINA 27706
TELEPHONE 919-684-8111

October 16, 1975

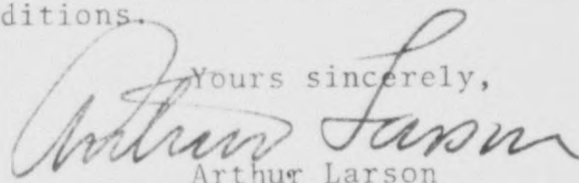
Mr. Howard H. Victry, Director
The South Carolina Second Injury Fund
1026 Sumter Street
Columbia, South Carolina 29201

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Yours sincerely,


Arthur Larson

AL:lc

EXHIBIT IV COPY
NOV. 5, 1975

State of South Carolina
Law Enforcement Division



JAMES B. EDWARDS
Governor

J. PRESTON STROM
Chief

P. O. Box 21398

Phone 758-2461

COLUMBIA, S. C. 29221

October 22, 1975

Mr. John Breit
South Carolina State Auditors Office
Engineering Construction Section
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Breit:

Enclosed you will find three letters from prospective Architect/Engineering firms proposing to provide professional services for the Vehicle Service Facility to be constructed at SLED Headquarters.

After consulting with representatives from the firms of Leon Campbell and Associates; Jackson, Miller, Wilds and Associates; and Carson and Williams we have selected the firm of Leon Campbell and Associates.

Also enclosed is a Standard Form of Agreement - Lump Sum Fee for your approval.

Thanking you in advance for your kind cooperation in this and all past matters, I remain

Yours very truly,

A handwritten signature in cursive script, appearing to read "J. P. Strom".

J. P. Strom, Chief
South Carolina Law Enforcement Division

JPS:FDD/srt

Enclosures



LEON CAMPBELL AND ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

2817 MILLWOOD AVE.
COLUMBIA, S. C. 29205
TEL. 803/256-2469

October 21, 1975

Mr. Dan Defreese
State Law Enforcement Division
P. O. Box 21398
Columbia, S. C. 29221

Re: S. C. Law Enforcement Division - 1500 Sq. Ft.
Vehicle Service Facility

Dear Dan:

In response to your request, we are pleased to advise you that our fee for providing the professional services as you outlined will be \$650.00. We propose to provide you with complete contract documents for the above referenced project.

Upon completion of the construction documents and obtaining approvals, we will assist in advertising for bids. Upon review of the bids received, we will make our recommendations pertaining to the contractor. We will also assist you in providing periodic supervision to insure that construction complies with plans and specifications.

If you need any additional information, please advise me.

Sincerely,

LEON CAMPBELL AND ASSOCIATES

A large, stylized handwritten signature of Leon C. Campbell, written in dark ink, positioned over the typed name.

Leon C. Campbell

LCC/jb

INVITATION TO
ARCHITECTS/
ENGINEERS

The South Carolina Law Enforcement Division proposes to build near Columbia a vehicle service facility approximately 1500 square feet. Building will be a one story pre-engineered metal building on a concrete slab. Interested architects/engineers should submit a resume of qualifications to Mr. F. D. DeFreese, State Law Enforcement Division, Broad Water Road, P. O. Box 21398, Columbia, South Carolina 29221. Additional information may be obtained from Mr. DeFreese, Phone 758-2461.

COPY

COLUMBIA NEWSPAPERS, INC.

Publishers of

The State
Mornings and Sunday

AND

The Columbia Record
Evenings

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me C. M. Regal, Retail Advertising Manager
of THE STATE, and makes oath that the advertisement,

INVITATION TO ARCHITECTS/ENGINEERS - Vehicle Service Facility

a clipping of which is attached hereto, was printed in THE STATE,
a daily newspaper of general circulation published in the City
of Columbia, State and County aforesaid, in the issues of

September 17, 1975

C. M. Regal

Subscribed and sworn to before me
this 17th day of September 1975.

Mr. [Signature] Notary Public

1873

State of South Carolina
Law Enforcement Division



JAMES B. EDWARDS
Governor

J. PRESTON STROM
Chief

P. O. Box 21398

Phone 758-2461

COLUMBIA, S. C. 29221

October 22, 1975

Mr. John Breit
South Carolina State Auditors Office
Engineering Construction Section
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Breit:

Enclosed you will find three letters from prospective Architect/Engineering firms proposing to provide professional services for the Vehicle Service Facility to be constructed at SLED Headquarters.

After consulting with representatives from the firms of Leon Campbell and Associates; Jackson, Miller, Wilds and Associates; and Carson and Williams we have selected the firm of Leon Campbell and Associates.

Also enclosed is a Standard Form of Agreement - Lump Sum Fee for your approval.

Thanking you in advance for your kind cooperation in this and all past matters, I remain

Yours very truly,

J. P. Strom, Chief
South Carolina Law Enforcement Division

JPS:FDD/srt

Enclosures

CARSON AND WILLIAMS • ARCHITECTS • PLANNERS

2801 DEVINE STREET,

COLUMBIA, SOUTH CAROLINA 29205

803/799-4748

October 9, 1975

Mr. F. D. DeFreese
State Law Enforcement Division
Post Office Box 21398
Columbia, South Carolina 29221

Reference: Proposed Vehicle Service Facility
Columbia, South Carolina

Dear Mr. DeFreese:

The meeting with you this morning on the above referenced project was most pleasant, and the opportunity to personally present our firm is appreciated.

Carson and Williams proposes to furnish the architectural services on the "Vehicle Service Facility" for the lump sum of \$1,750.

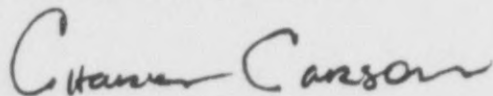
Services included for the above listed sum are as follows:

1. Provide architectural, mechanical, electrical, plumbing, structural drawings and specifications.
2. Specifications will be short form on the drawings.
3. Provide owner 10 sets of plans which include plans required to state agencies for approval.
4. Four inspection visits to project during construction.
5. No grading plans are required (by owner).

If this proposal meets with your approval, please let me know. Our firm is able to start work on this project immediately with your approval.

Respectfully,

CARSON AND WILLIAMS



Charles C. Carson
Partner

CCC/m

1875

CARSON AND WILLIAMS • ARCHITECTS • PLANNERS

2801 DEVINE STREET, COLUMBIA, SOUTH CAROLINA 29205 803/799-4748

October 9, 1975

Mr. F. D. DeFreese
State Law Enforcement Division
Post Office Box 21398
Columbia, South Carolina 29221

Reference: Proposed Vehicle Service Facility
Columbia, South Carolina

Dear Mr. DeFreese:

The meeting with you this morning on the above referenced project was most pleasant, and the opportunity to personally present our firm is appreciated.

Carson and Williams proposes to furnish the architectural services on the "Vehicle Service Facility" for the lump sum of \$1,750.

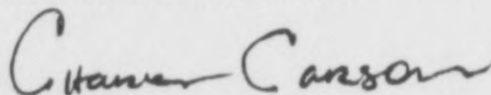
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2. Specifications will be short form on the drawings.
3. Provide owner 10 sets of plans which include plans required to state agencies for approval.
4. Four inspection visits to project during construction.
5. No grading plans are required (by owner).

If this proposal meets with your approval, please let me know. Our firm is able to start work on this project immediately with your approval.

Respectfully,

CARSON AND WILLIAMS



Charles C. Carson
Partner

CCC/m

1875

JACKSON, MILLER, WILDS AND ASSOCIATES

ARCHITECTS AND ENGINEERS
2717 DEVINE STREET
COLUMBIA, S. C. 29205
TELEPHONE 799-6526

October 20, 1975

Lt. Dan DeFreese
SLED Headquarters
P. O. Box 21398
Columbia, South Carolina 29221

RE: Motor Maintenance

Dear Lt. DeFreese:

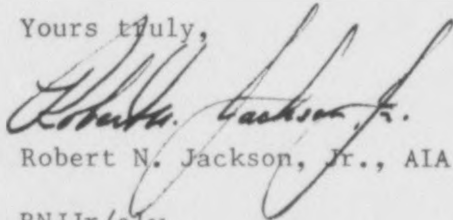
We wish to thank you for the opportunity and are pleased to quote a lump sum figure of \$900 to perform architectural and engineering services on the referenced.

We understand that the requirements will be a building approximately 30' x 50', pre-engineered metal building, slab on grade with certain lifts and electrical as required.

We would be pleased upon notification to promptly execute the work requested and receive bids as you instruct.

We would look forward to working with you anytime.

Yours truly,



Robert N. Jackson, Jr., AIA

RNJ Jr/clw



LEON CAMPBELL AND ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

2817 MILLWOOD AVE.
COLUMBIA, S. C. 29205
TEL. 803/256-2469

October 21, 1975

Mr. Dan Defreese
State Law Enforcement Division
P. O. Box 21398
Columbia, S. C. 29221

Re: S. C. Law Enforcement Division - 1500 Sq. Ft.
Vehicle Service Facility

Dear Dan:

In response to your request, we are pleased to advise you that our fee for providing the professional services as you outlined will be \$650.00. We propose to provide you with complete contract documents for the above referenced project.

Upon completion of the construction documents and obtaining approvals, we will assist in advertising for bids. Upon review of the bids received, we will make our recommendations pertaining to the contractor. We will also assist you in providing periodic supervision to insure that construction complies with plans and specifications.

If you need any additional information, please advise me.

Sincerely,

LEON CAMPBELL AND ASSOCIATES

Leon C. Campbell

LCC/jb

1877

**A STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER**

Fee is Lump Sum

THIS AGREEMENT made as of the 22 day of October 19 75, by and
between South Carolina Law Enforcement Division

hereinafter called the OWNER, and Leon Campbell and Associates
hereinafter called the ENGINEER,

WITNESSETH, That whereas the OWNER intends to construct a 1500 square feet
vehicle service facility

hereinafter called the PROJECT.

NOW, THEREFORE, The OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

1. THE ENGINEER AGREES to perform the following Engineering services for the Project:

a. General: The Engineer shall serve as the Owner's professional representative in the planning and the supervision of construction of the Project, and shall give consultation and advice to the Owner during the performance of his services.

(1) Copyright or Patent Infringement: The Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the Owner from loss or damage resulting therefrom, providing however, that the Owner within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the Engineer in writing.

(2) Insurance: The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

b. Basic Services of the Engineer:

(1) Diagrammatics: The Engineer shall prepare all required schematic drawings, layouts, flow diagrams, studies, reports and a construction cost estimate based upon the diagrammatics.

(2) Preliminaries: The Engineer shall supervise the making of all required sub-surface explorations, shall make the necessary topographical surveys for design purposes and shall prepare preliminary drawings, outline specifications and a construction cost estimate based upon the preliminaries.

(3) Contract Documents: From the approved preliminaries the Engineer shall prepare working drawings, specifications, and other Contract Documents completely describing the material and workmanship required and procedures to be followed for the construction of the Project, and he shall adjust the preliminary construction cost estimate to include changes in the scope of the Project, the Owner's requirements and market conditions.

(4) Receipt of Proposals: The Engineer shall furnish 10 sets of drawings and specifications for the use of Bidders in submitting Proposals. He shall assist the Owner in securing Proposals from Bidders, in analyzing such Proposals, and in preparing the Agreement for execution by the Contractor.

(5) During Construction: The Engineer shall provide general supervision of construction to check the Contractor's work for general compliance with the drawings and specifications and shall endeavor to protect the Owner against defects and deficiencies in the work of the Contractor, but he does not guarantee the Con-

1. THE ENGINEER AGREES (Continued)

tractor's performance. The Engineer's general supervision shall not include furnishing a full-time resident Engineer but shall include the following services:

(a) **Additional Instructions:** The Engineer shall issue such additional instructions to the Contractor as may be necessary to interpret the drawings and specifications or to illustrate changes required in the Contractor's work.

(b) **Contractor's Submittals:** The Engineer shall check shop drawings, samples, equipment, approval data and other data submitted by the Contractor for compliance with the drawings and specifications.

(c) **Contractor's Requests for Payment:** The Engineer shall act upon the Contractor's requests for payment in accordance with the provisions of the General Conditions of the Contract.

(d) **Visits to the Site:** The Engineer shall make periodic inspections at the site to check the Contractor's work for general compliance with the Contract Documents and to determine the extent of work completed for checking of Contractor's requests for payment.

(e) **Special Performance Tests:** The Engineer shall witness and fully report the results of all special performance tests required for the Project.

(f) **Final Acceptance:** The Engineer shall prepare completion lists when 90% completion of the Project is claimed by the Contractor and again when 100% completion is claimed. When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final request for payment.

(g) **Instruction to the Owner:** The Engineer shall arrange for detailed instruction by the Contractor and manufacturers' representatives of the Owner or his delegated representative in the proper operation and maintenance of the equipment furnished and installed for the Project.

(h) **Record Drawings:** The Engineer shall prepare record drawings showing changes in the work authorized during construction and shall submit a set of reproducible to the Owner.

c. **Extra Services of the Engineer** shall include the following when authorized in writing by the Owner:

(1) **Contract Documents:** Revisions to drawings and/or specifications previously approved and preparation of Contract Documents for alternate proposals and change orders.

(2) **During Construction Services:** Resident supervision of construction of the Project; supervising the replacement of all or such parts of the Project as may be damaged by fire or other cause during construction; assisting the Owner in arranging for continuation of the work should the Contractor default for any reason; and providing supervision of construction over an extended period should the construction contract time be exceeded by more than 25% not occasioned by fault of the Engineer.

(3) **Inspection Prior to Expiration of the Guaranty Period** of the Project and preparation of a written report listing discrepancies between guaranties and performance.

d. **Reimbursable Services of the Engineer** shall include the following items when authorized in writing by the Owner: Transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications in addition to those specified in Article 1.b.(4) of this Agreement; and work of special consultants when required by the complex nature of the Project.

2. **THE OWNER AGREES** to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

a. **Access to the Work:** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

b. **Consideration of the Engineer's Work:** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

c. **Legal Requirements:** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incident thereto.

d. **Proposals:** The Owner shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incident thereto.

2. THE OWNER AGREES (Continued)

e. **Protection of Markers:** The Owner shall protect to the best of his ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the Owner as extra services of the Engineer.

f. **Standards:** The Owner shall furnish the Engineer with a copy of any design and construction standards he shall require the Engineer to follow in the preparation of Contract Documents for the Project.

g. **Owner's Representative:** The Owner shall designate in writing, by appendix to this Agreement, a single person to act as Owner's Representative with respect to the work to be performed under this Agreement. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. General:

(1) **Payments Withheld from Contractors:** No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

(2) **Abandoned or Suspended Work:** If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense resulting therefrom and including a reasonable profit.

(3) **Progress Payments:** Once each month, the Owner shall pay the Engineer for professional services performed under Articles 1.b, 1.c and 1.d of this Agreement in proportion to services performed during the period.

b. **Payments for Basic Services of the Engineer:** The Owner shall pay the Engineer, for the basic services described in Article 1.b of this Agreement, a basic fee of:

Six Hundred Fifty and No/100----- Dollars

(\$) with progress payments as herein provided. At the completion of each phase of the work, progress payments shall total the following amounts:

(1) Diagrammatics	\$ - 0 -
(2) Preliminaries	\$ - 0 -
(3) Contract Documents	\$ 450.00
(4) Receipt of Proposals	\$ - 0 -
(5) During Construction	\$ 200.00

c. **Payments for Extra Services of the Engineer:** For Extra Services defined in Article 1.c the Owner shall pay the Engineer on an hourly basis in accordance with the schedule of charges attached hereto.

d. **Payments for Engineer's Reimbursable Services:** The Engineer shall be reimbursed at cost for the reimbursable services outlined under Article 1.d.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

a. Termination: This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of others than the Engineer, the Engineer shall be paid for services performed to the date of termination, including reimbursements then due, plus terminal expense.

b. Arbitration: Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration law and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

c. Ownership of Documents: The completed tracings and master specification sheets shall remain the property of the Engineer, and reproductions of them in whole or in part shall not be used on additions to the Project or on any other project except upon written agreement with the Engineer.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

6. SPECIAL PROVISIONS: The Owner and the Engineer mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of this Agreement:

Schedule for extra services:

HOURLY RATES

<u>ENGINEERING</u>			<u>SURVEYING</u>		
Principal	-	\$30.00/Hr.	Two-Man Party	-	\$20.00
Professional	-	22.50/Hr.	Three-Man Party	-	25.00
Technical	-	15.00/Hr.	Four-Man Party	-	30.00
Drafting	-	12.50/Hr.			
Clerical	-	8.00/Hr.			

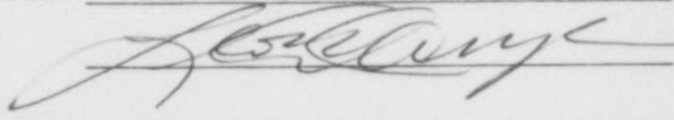
Direct expenses shall be billed at cost plus 15%.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

ENGINEER:

SOUTH CAROLINA LAW ENFORCEMENT DIV. LEON CAMPBELL AND ASSOCIATES



State of South Carolina
Law Enforcement Division

JAMES B. EDWARDS
Governor



J. PRESTON STROM
Chief

P. O. Box 21398 Phone 758-2461
COLUMBIA, S. C. 29221

October 29, 1975

Mr. John Breit
South Carolina State Auditors Office
Engineering Construction Section
Post Office Box 11333
Columbia, South Carolina

RE: Vehicle Service Facility at
SLED Headquarters

Dear Mr. Breit:

Enclosed you will find a copy of the Invitation to Architects/
Engineers for professional services published in "The State" on
September 17, 1975.

The following firms responded to this advertisement:

Associated Architects and Planners
Columbia, South Carolina

Leon Campbell and Associates
Columbia, South Carolina

Carson and Williams
Columbia, South Carolina

Design Collaborative
Columbia, South Carolina

Jackson, Miller, Wilds and Associates
Columbia, South Carolina

Martin Engineering
Columbia, South Carolina

McGinty and Dye
Hilton Head Island, South Carolina

Tectonics Engineering Consultants, Inc.
Columbia, South Carolina

continued...

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Mr. John Breit
RE: Vehicle Service Facility at SLED Headquarters
Page -2-

William Bailey Kauric
Columbia, South Carolina

Of the above listed firms responding, the following were interviewed by Lt. Dan DeFreese of this Division:

Mr. Leon C. Campbell
Leon Campbell and Associates

Mr. Charles C. Carson
Mr. Malachi A. Williams
Carson and Williams

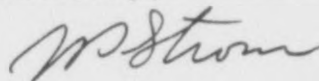
Mr. Robert N. Jackson
Mr. Charles E. Wilds
Jackson, Miller, Wilds and Associates

Mr. James Martin
Martin Engineering

Mr. Guy H. White
Tectonics Engineering Consultants, Inc.

If I may be of further assistance, please do not hesitate to call.

Sincerely,



J. P. Strom, Chief
South Carolina Law Enforcement Division

JPS/FDD:srt

**A STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER**

Fee is Lump Sum

THIS AGREEMENT made as of the 22 day of October 19 75, by and
between South Carolina Law Enforcement Division
hereinafter called the OWNER, and Leon Campbell and Associates
hereinafter called the ENGINEER,
WITNESSETH, That whereas the OWNER intends to construct a 1500 square feet
vehicle service facility

hereinafter called the PROJECT.
NOW, THEREFORE, The OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

1. THE ENGINEER AGREES to perform the following Engineering services for the Project:

a. General: The Engineer shall serve as the Owner's professional representative in the planning and the supervision of construction of the Project, and shall give consultation and advice to the Owner during the performance of his services.

(1) Copyright or Patent Infringement: The Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the Owner from loss or damage resulting therefrom, providing however, that the Owner within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the Engineer in writing.

(2) Insurance: The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

b. Basic Services of the Engineer:

(1) Diagrammatics: The Engineer shall prepare all required schematic drawings, layouts, flow diagrams, studies, reports and a construction cost estimate based upon the diagrammatics.

(2) Preliminaries: The Engineer shall supervise the making of all required sub-surface explorations, shall make the necessary topographical surveys for design purposes and shall prepare preliminary drawings, outline specifications and a construction cost estimate based upon the preliminaries.

(3) Contract Documents: From the approved preliminaries the Engineer shall prepare working drawings, specifications, and other Contract Documents completely describing the material and workmanship required and procedures to be followed for the construction of the Project, and he shall adjust the preliminary construction cost estimate to include changes in the scope of the Project, the Owner's requirements and market conditions.

(4) Receipt of Proposals: The Engineer shall furnish 10 sets of drawings and specifications for the use of Bidders in submitting Proposals. He shall assist the Owner in securing Proposals from Bidders, in analyzing such Proposals, and in preparing the Agreement for execution by the Contractor.

(5) During Construction: The Engineer shall provide general supervision of construction to check the Contractor's work for general compliance with the drawings and specifications and shall endeavor to protect the Owner against defects and deficiencies in the work of the Contractor, but he does not guarantee the Con-

1. THE ENGINEER AGREES (Continued)

tractor's performance. The Engineer's general supervision shall not include furnishing a full-time resident Engineer but shall include the following services:

(a) **Additional Instructions:** The Engineer shall issue such additional instructions to the Contractor as may be necessary to interpret the drawings and specifications or to illustrate changes required in the Contractor's work.

(b) **Contractor's Submittals:** The Engineer shall check shop drawings, samples, equipment, approval data and other data submitted by the Contractor for compliance with the drawings and specifications.

(c) **Contractor's Requests for Payment:** The Engineer shall act upon the Contractor's requests for payment in accordance with the provisions of the General Conditions of the Contract.

(d) **Visits to the Site:** The Engineer shall make periodic inspections at the site to check the Contractor's work for general compliance with the Contract Documents and to determine the extent of work completed for checking of Contractor's requests for payment.

(e) **Special Performance Tests:** The Engineer shall witness and fully report the results of all special performance tests required for the Project.

(f) **Final Acceptance:** The Engineer shall prepare completion lists when 90% completion of the Project is claimed by the Contractor and again when 100% completion is claimed. When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final request for payment.

(g) **Instruction to the Owner:** The Engineer shall arrange for detailed instruction by the Contractor and manufacturers' representatives of the Owner or his delegated representative in the proper operation and maintenance of the equipment furnished and installed for the Project.

(h) **Record Drawings:** The Engineer shall prepare record drawings showing changes in the work authorized during construction and shall submit a set of reproduces to the Owner.

c. **Extra Services of the Engineer** shall include the following when authorized in writing by the Owner:

(1) **Contract Documents:** Revisions to drawings and/or specifications previously approved and preparation of Contract Documents for alternate proposals and change orders.

(2) **During Construction Services:** Resident supervision of construction of the Project; supervising the replacement of all or such parts of the Project as may be damaged by fire or other cause during construction; assisting the Owner in arranging for continuation of the work should the Contractor default for any reason; and providing supervision of construction over an extended period should the construction contract time be exceeded by more than 25% not occasioned by fault of the Engineer.

(3) **Inspection Prior to Expiration of the Guaranty Period** of the Project and preparation of a written report listing discrepancies between guaranties and performance.

d. **Reimbursable Services of the Engineer** shall include the following items when authorized in writing by the Owner: Transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications in addition to those specified in Article 1.b.(4) of this Agreement; and work of special consultants when required by the complex nature of the Project.

2. **THE OWNER AGREES** to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

a. **Access to the Work:** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

b. **Consideration of the Engineer's Work:** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

c. **Legal Requirements:** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incident thereto.

d. **Proposals:** The Owner shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incident thereto.

2. THE OWNER AGREES (Continued)

e. **Protection of Markers:** The Owner shall protect to the best of his ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the Owner as extra services of the Engineer.

f. **Standards:** The Owner shall furnish the Engineer with a copy of any design and construction standards he shall require the Engineer to follow in the preparation of Contract Documents for the Project.

g. **Owner's Representative:** The Owner shall designate in writing, by appendix to this Agreement, a single person to act as Owner's Representative with respect to the work to be performed under this Agreement. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. General:

(1) **Payments Withheld from Contractors:** No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to Contractors.

(2) **Abandoned or Suspended Work:** If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for services performed on account of it prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expense resulting therefrom and including a reasonable profit.

(3) **Progress Payments:** Once each month, the Owner shall pay the Engineer for professional services performed under Articles 1.b, 1.c and 1.d of this Agreement in proportion to services performed during the period.

b. **Payments for Basic Services of the Engineer:** The Owner shall pay the Engineer, for the basic services described in Article 1.b of this Agreement, a basic fee of:

Six Hundred Fifty and No/100---- Dollars

(\$) with progress payments as herein provided. At the completion of each phase of the work, progress payments shall total the following amounts:

(1) Diagrammatics	\$ - 0 -
(2) Preliminaries	\$ - 0 -
(3) Contract Documents	\$ 450.00
(4) Receipt of Proposals	\$ - 0 -
(5) During Construction	\$ 200.00

c. **Payments for Extra Services of the Engineer:** For Extra Services defined in Article 1.c the Owner shall pay the Engineer on an hourly basis in accordance with the schedule of charges attached hereto.

d. **Payments for Engineer's Reimbursable Services:** The Engineer shall be reimbursed at cost for the reimbursable services outlined under Article 1.d.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

a. Termination: This Agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of others than the Engineer, the Engineer shall be paid for services performed to the date of termination, including reimbursements then due, plus terminal expense.

b. Arbitration: Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration law and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

c. Ownership of Documents: The completed tracings and master specification sheets shall remain the property of the Engineer, and reproductions of them in whole or in part shall not be used on additions to the Project or on any other project except upon written agreement with the Engineer.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

6. SPECIAL PROVISIONS: The Owner and the Engineer mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of this Agreement:

Schedule for extra services:

HOURLY RATES

<u>ENGINEERING</u>			<u>SURVEYING</u>		
Principal	-	\$30.00/Hr.	Two-Man Party	-	\$20.00
Professional	-	22.50/Hr.	Three-Man Party	-	25.00
Technical	-	15.00/Hr.	Four-Man Party	-	30.00
Drafting	-	12.50/Hr.			
Clerical	-	8.00/Hr.			

Direct expenses shall be billed at cost plus 15%.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

ENGINEER:

SOUTH CAROLINA LAW ENFORCEMENT DIV. LEON CAMPBELL AND ASSOCIATES

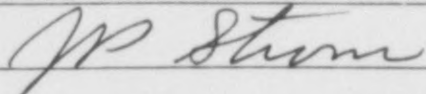




EXHIBIT V
NOV 5, 1975

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARION) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF SOUTH CAROLINA, acting by and through the STATE BUDGET AND CONTROL BOARD, in the State aforesaid, for and in consideration of the sum of FIVE (\$5.00) DOLLARS and other valuable consideration hereinafter cited, paid into the State Treasury, at and before the sealing of these presents, by the COUNTY OF MARION, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said COUNTY OF MARION:

All that certain piece, parcel or tract of land lying and being situate near the City of Mullins in Marion County, South Carolina, containing 5.0 acres as appears on a map of property to be deeded by Marion County to the State of South Carolina, made by Smith Survey Company, Mullins, South Carolina, April 14, 1975, and recorded in Plat Book 22, Page 255, in the Office of the Clerk of Court for Marion County, South Carolina, which map is hereby incorporated herein and made a part hereof; the said lot having such measurements and boundaries as shown on said map. The premises is bounded on the North by a County dirt road; on the East by South Carolina Highway #S-34-540; on the South by C. O. Jones; and on the West by Marion County.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said COUNTY OF MARION, its successors and assigns forever.

And the STATE OF SOUTH CAROLINA, acting by and through its STATE BUDGET AND CONTROL BOARD, does hereby bind itself and its Successors, to warrant and forever defend all and singular the said premises unto the said COUNTY OF MARION, its Successors and Assigns, against itself and its Successors, lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS whereof the STATE OF SOUTH CAROLINA, acting
by and through its STATE BUDGET AND CONTROL BOARD, has caused
this deed to be signed and executed in its name, and the GREAT
SEAL of the STATE OF SOUTH CAROLINA to be affixed thereon this
_____ day of _____, 1975.

SIGNED, SEALED and
DELIVERED IN THE
PRESENCE OF:

STATE OF SOUTH CAROLINA, by its
STATE BUDGET AND CONTROL BOARD

Governor

State Treasurer

Comptroller General

Chairman, Senate Finance Committee

Chairman, House Ways and Means
Committee

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me _____,
and made oath that he saw the within named JAMES B. EDWARDS,
as Governor of South Carolina, GRADY L. PATTERSON, JR., as
State Treasurer, J. HENRY MILLS, as Comptroller General, REMBERT
C. DENNIS, as Chairman of the Senate Finance Committee, and
F. JULIAN LEAMOND, as Chairman of the House Ways and Means Com-
mittee, said officers being the members of the STATE BUDGET AND
CONTROL BOARD of the STATE OF SOUTH CAROLINA, sign, seal and as
their act and deed as members of said Board, deliver the within
Deed on behalf of and as the deed of the STATE OF SOUTH CAROLINA,
and that he with _____ witnessed the execution
thereof.

SWORN TO BEFORE ME
THIS _____ DAY OF _____
_____, 1975.

(Seal)
Notary Public for South Carolina

My Commission Expires:_____.

IN WITNESS whereof the STATE OF SOUTH CAROLINA, acting
by and through its STATE BUDGET AND CONTROL BOARD, has caused
this deed to be signed and executed in its name, and the GREAT
SEAL of the STATE OF SOUTH CAROLINA to be affixed thereon this
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PRESENCE OF:

STATE OF SOUTH CAROLINA, by its
STATE BUDGET AND CONTROL BOARD

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State Treasurer

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Chairman, Senate Finance Committee

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C. DENNIS, as Chairman of the Senate Finance Committee, and
F. JULIAN LEAMOND, as Chairman of the House Ways and Means Com-
mittee, said officers being the members of the STATE BUDGET AND
CONTROL BOARD of the STATE OF SOUTH CAROLINA, sign, seal and as
their act and deed as members of said Board, deliver the within
Deed on behalf of and as the deed of the STATE OF SOUTH CAROLINA,
and that he with _____ witnessed the execution
thereof.

SWORN TO BEFORE ME
THIS _____ DAY OF _____
_____, 1975.

(Seal)
Notary Public for South Carolina

My Commission Expires:_____.



STATE OF SOUTH CAROLINA
DIVISION OF GENERAL SERVICES
BUDGET AND CONTROL BOARD

FURMAN E. MCEACHERN, JR.
DIRECTOR
PHONE: (803) 758-2226

300 GERVAIS STREET
COLUMBIA, S. C. 29201

October 31, 1975

EXHIBIT VI COPY
NOV. 5, 1975

Mr. P. C. Smith, Secretary
State Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Smith:

Early this year a meeting was held to discuss the problem of sewage disposal and a problem of water shortage in the "Broad River Road" Complex which includes primarily Youth Services and the Department of Corrections. The first problem has been resolved by a joint contract with the City of Columbia and the developers of Harbison, but the water problem has not been resolved.

This matter was brought up too late in the term of the General Assembly to obtain an appropriation of approximately \$25,000 for an engineering study and development of plans to provide a loop which will give sufficient water to serve the area and to fight fires if they occur. In this connection the Insurance Fund has a \$25,000,000 liability against fire loss for the involved agencies. Under the circumstances, I recommend that the fund be authorized to make the study and to provide the agencies with the information they need to obtain funds to correct the problem.

Very truly yours,

F. E. McEachern, Jr.
Director

FEMjr:an

cc: Members - State Budget and Control Board



STATE OF SOUTH CAROLINA
DIVISION OF GENERAL SERVICES
BUDGET AND CONTROL BOARD

P
100-1000

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DIRECTOR
PHONE: (803) 758-2226

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F. E. McEachern, Jr.
Director

FEMjr:an

cc: Members - State Budget and Control Board

EXHIBIT VII
NOV. 5, 1975

OPINION NO. _____

July 25, 1975

Instructors at technical education centers are State employees and are, therefore, subject to provisions relating to salary and grievance matters applicable to such employees.

TO: Dr. Charles E. Palmer, Executive Director, State Board For Technical And Comprehensive Education

BY: Hardwick Stuart, Jr., Assistant Attorney General

Questions Presented:

Are instructors at technical education centers State employees?

Authorities:

"State officers or boards have power to hire or appoint agents or other employees whenever such power is expressly conferred by law or implied from the nature of the duties to be performed, but not otherwise." 81 C.J.S., States, § 70 Appointment and Election, Agents and Employees. In determining whether or not a person is an employee of a particular agency, one should look to such indicators as method of payment, provision of equipment, and right to control. See Restatement of the Law (Second), Agency 2d, § 220 Definition of Servant (2).

Relevant statutes are Sections 21-704 et seq., Code of Laws of South, and the 1975-76 Appropriations Act (1974 act bearing Ratification Number 321).

Discussion:

1. Method of payment.

The 1975-76 Appropriation Act provides: "Section 31, State Board for Technical and Comprehensive Education, Item IV, Technical Education Centers, Personal Service: Unclassified Positions: Instructors (1378). . . . \$14,882,150.00."

2. Equipment.

The local board generally provides for the creation, maintenance, and operations of the center or facility itself. See Sections 21-705 et seq., Code of Laws of South Carolina. On the other hand, the State Board provides the instructional supplies and equipment. See Item IV for State Board in 1975-76 Appropriation Act.

EXHIBIT VII
NOV. 5, 1975

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Questions Presented:

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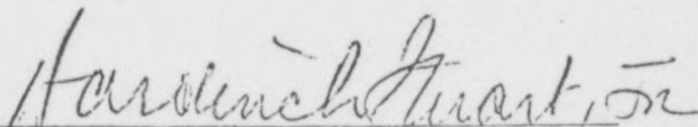
3. Right to control.

In 1972, pursuant to § 21-704.12, the State Board assumed jurisdiction and control over the technical education centers, which became agencies and instrumentalities of the State. See Attorney General's Opn. from Assistant Attorney General Timothy G. Quinn to Dr. Charles E. Palmer, dated January 16, 1974. Section 21-704.15 provides further that the State Board is responsible for the development and implementation of a training program and has policy and budgetary control over participation at the local level. See Subsections (1) and (3). In addition, the State Board has authority to "make such rules and regulations and enter into such contracts as it deems necessary to fulfill the requirements of this article." See Section 21-704.11.

Conclusion:

Since these statutes relate to the same subject matter, they must be construed together insofar as practical, or in pari materia, so as to give effect to all. The State provides the salary and instructional materials and has the responsibility and corresponding right of implementing the instructional program of the technical centers. These specific responsibilities plus the State Board's very broad right of control leads me to the conclusion that the instructors at the technical centers are State employees. Any employment of personnel allowed by statute to local boards is now subject to the initial and continued approval of the State Board.

The salary of these instructors, as State employees in unclassified positions, is subject to the approval of the State Budget and Control Board and is "in full for all services rendered, and no supplements from other sources shall be permitted or approved by the State Budget and Control Board." 1975-76 Appropriations Act, Section 101. Any grievance of the instructors over salary can follow the course outlined in State Employee Grievance Procedure Act of 1974, Sections 1-49.15 et seq., Code of Laws of South Carolina.


Assistant Attorney General

APPROVED:


ATTORNEY GENERAL

October 29, 1975

Salary appropriated in the State Appropriation Act for employees of the State Board for Technical and Comprehensive Education is in full for all services rendered and no supplements shall be permitted or approved by the State Budget and Control Board.

TO: William T. Putnam
Assistant State Auditor

BY: Hardwick Stuart, Jr.
Assistant Attorney General

QUESTION:

Does Section 31 of the 1975-76 Appropriations Act create an exception to Section 101 of the same act so as allow local salary supplements for employees of the State Board for Technical and Comprehensive Education.

AUTHORITIES:

Section 31, 1975-76 Appropriations Act provides in part: "That any restrictions in this Act on the use of funds appropriated therein shall not be applicable to county or other funds locally raised and appropriated for Comprehensive and Technical Education Colleges."

Section 101, supra, provides in part: "The salary appropriations for Employees fixed in this Act shall be in full for services rendered, and no supplements from other sources shall be permitted or approved by the State Budget and Control Board."

In construing two apparently conflicting provisions, the courts will attempt insofar as possible to give effect to both. See 17 S. C. Digest, Statutes, Key 207.

DISCUSSION:

If these two provisions are in conflict, the courts will read them together so as to give force and effect to each

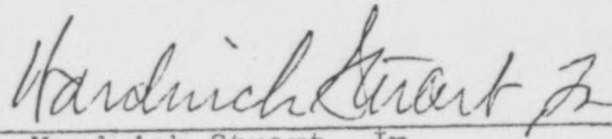
OPINION NO. _____

October 29, 1975

with the result that local funds can be used for authorized purposes at the technical institutions, except that local funds cannot be used to supplement salaries of employees of the State Board for Technical and Comprehensive Education.

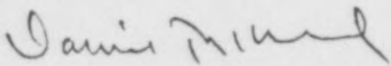
CONCLUSION:

No supplements to State employees salaries shall be allowed from any sources.



Hardwick Stuart, Jr.
Assistant Attorney General

Reviewed and Approved by:



OPINION NO. _____

November 5, 1975

Directors/presidents of Technical Education Centers are State employees and are, therefore, subject to provisions relating to salary supplements applicable to such employees.

TO: State Budget and Control Board

FROM: Hardwick Stuart, Jr.
Assistant Attorney General

Question:

Are directors/presidents at technical education centers State employees?

Authorities:

Opinions of Attorney General No. _____ (dated July 25, 1975) and No. _____ (dated October 29, 1975) which conclude that instructors at technical education centers are State employees and that the "local funds" proviso in Section 31 of the 1975-76 Appropriation Act must be read in pari materia with Section 101 of the same act so as to prohibit local supplements for employees of the State Board for Technical and Comprehensive Education.

Opinion dated October 22, 1975, to Chairman Luther Z. Barnett, Trident Technical College from college Attorney Augustine T. Smythe, who concluded that Trident Technical College could supplement salaries of its president and vice-president without approval of the State Board for Technical and Comprehensive Education. (Letter forwarded to Governor Edwards by letter from Chairman Barnett dated October 30, 1975.)

The 1975-76 Appropriation Act provides: "Section 31, State Board for Technical and Comprehensive Education, Item IV, Technical Education Centers, Personal Service: Unclassified Positions: Directors/Presidents (16).... \$344,688.00."

Discussion:

As concluded in the Attorney General's opinion dated July 25, 1975, instructors at the technical centers are State

employees as a result of the method of payment, equipment, and right to control found in the annual appropriations act in conjunction with the statutes establishing the state and local boards. For the same reasons directors/presidents of these institutions are likewise state employees.

As concluded in the Attorney General's opinion dated October 29, 1975, employees of the State Board for Technical and Comprehensive Education are not exceptions to the general rule that salary supplements to state employees are prohibited by Section 101; 1975-76 Appropriation Act. (Attorney Smythe's opinion dated October 27, 1975, does not deal with the prohibition raised by the presence of Section 101, supra.) Directors/presidents, therefore, cannot receive any salary supplements.

Conclusion:

(A lawsuit is pending concerning the roles and relationships of the State Board and the local board at Midlands TEC which may answer this question as part of the general declaration by the court.)

In conclusion, directors/presidents of technical education centers are State employees and are subject to prohibitions against salary supplements to State employees.

Hardwick Stuart, Jr.

Hardwick Stuart, Jr.
Assistant Attorney General

*agreed
P. Smith*



LEGISLATIVE AUDIT COUNCIL
STATE OF SOUTH CAROLINA

P. O. BOX 11867
COLUMBIA, SOUTH CAROLINA 29211

October 30, 1975

Mr. Patrick C. Smith, Secretary
Budget and Control Board
Wade Hampton Office Building
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Smith:

As you know, the Legislative Audit Council is a newly-created agency, which is in the process of getting geared up for operation. We presently have only one employee who has been with the Council since July 1, 1975. We now plan to add four additional employees between now and January 1, 1976, as follows:

- (1) Director at an annual salary of \$27,500.00
- (2) Asst. Director - annual salary \$25,000.00
- (3) One Program Analyst-salary of \$15,000.00
- (4) One Program Analyst-salary of \$12,000.00

We expect the director and assistant director to be added in November, 1975 and the two program analysts will probably be added in December, 1975.

In accordance with the directive from the Budget and Control Board, we hereby respectfully request permission to fill these positions as stated above. These salaries would, of course, come out of the FY75-76 appropriations to the Legislative Audit Council, in line with our presentation to the Budget and Control Board at the hearing on September 25, 1975.

Since we had already made an offer (which has been accepted), for the position of Director prior to this directive, we would appreciate very much a reply at your earliest convenience.

Sincerely,

Carl B. Harper, Jr.
Chairman

CHBJr/lr

cc: Members of Budget and Control Board

1898

EXHIBIT VII
Nov. 5, 1975



LEGISLATIVE AUDIT COUNCIL
STATE OF SOUTH CAROLINA

P. O. BOX 11867
COLUMBIA, SOUTH CAROLINA 29211

October 30, 1975

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1899

CLEMSON UNIVERSITY
CLEMSON, SOUTH CAROLINA 29631

COLLEGE OF LIBERAL ARTS
DEPARTMENT OF
POLITICAL SCIENCE

October 30, 1975

EXHIBIT TX
NOV. 5, 1975
RECEIVED
OCT 31 1975
S. C. STATE
PERSONNEL DIVISION

Dr. Jack Mullins
Director, State Division of Personnel
1205 Pendleton Street
Columbia, South Carolina 29201

Dear Dr. Mullins:

Jim Holliman has indicated to me that there is some problem concerning payment of honorarium to state legislators who spoke to the Home Rule symposia that I conducted with IPA funds through your office. Enclosed is a copy of the letter that I sent to all those who made presentations. The financial terms of my agreement are spelled out in the next to last paragraph.

My rationale for these terms included the fact that legislators are constitutionally considered part-time legislators in South Carolina, that this involved extra work on their part which was not directly related to their legislative duties, that they were rendering a service which I was in need of, and that the honorarium was a fair and usual amount for such services.

I regret that a controversy has developed, and am fully convinced that there is no conflict of interest. However, in order to safeguard the good name of your office, of the legislators involved, and of others who might be indirectly involved, would you be kind enough to submit this question to the entire Budget and Control Board for final determination?

Thank you for making the symposia possible, and for considering this request. The feedback from local officials has certainly seemed to justify the effort we made.

Sincerely,

Harold E. Albert

Harold E. Albert
Associate Professor

HEA/mgm

cc: James E. Holliman

1500

CLEMSON UNIVERSITY
CLEMSON, SOUTH CAROLINA 29631

COLLEGE OF LIBERAL ARTS

DEPARTMENT OF
POLITICAL SCIENCE

This letter is to confirm our earlier conversation concerning a training symposium for local officials on the new Home Rule Amendment. I want to thank you for agreeing to participate in this program and am enclosing a general outline for your information. Those attending the symposia will come primarily from the mailing lists of the S. C. Association of Counties and the S. C. Municipal Association.

There will be some overlap in each of the areas, but I hope this will cause no major problems. The major thrust of all of the presentations should be on the opportunities and responsibilities for local governments relative to Home Rule. The following topical breakdown is meant to be suggestive only, and you are by no means limited to it if you regard other aspects as more important:

- Constitutional: previous constitutional provisions and how they structured local government, relating constitutional provisions to Code provisions graphically, if possible; changes in structure made by new Article VIII and implementing legislation for counties, municipalities and townships, special districts, and the internal policy-making structures of these; changes in service discretion by local governments under Article VIII.
- Legal: discussion of changes in the Code; what must be done to bring about structural changes to fulfill the increased service role of local governments; discussion of legal uncertainties that remain in implementing legislation; how to achieve each of the five forms of county government and three forms of municipal government (step-by-step discussion of procedures for transition of local government form); city-county relationship.
- Fiscal: emphasis on new responsibilities of local governments and what they must do within the next year or so in order not to be deficient in fulfilling their new roles; consideration of new taxing powers (perhaps with emphasis on what not to expect from

the state); some attention to the new opportunities for local governments resulting from new Article VIII; distinctive roles of Managers and Administrators.

- Political: examination of the changes effected in local government structure and policy processes by revised Article VIII and implementing legislation, beginning with comments on the past politics of state and local government (prior to the reapportionment decisions in the 1960's) and proceeding to the present. Emphasis upon structural and functional impact of new legislation: how it will affect the ways the counties and municipalities do business in the future. Discuss changes in the ways citizens will relate to their restructured local governments and what public officials can expect from them.

Overhead projection and 35 mm slide projection equipment will be available. If you need any other audio-visual equipment, please let me know and it will be arranged.

There will be an honorarium of \$100, plus travel expenses at the rate of 12¢ per mile round trip. You are invited to be a guest at the noon meal and receive the legal per diem if required to stay overnight. We would like a copy of your manuscript if you use one, or if you do not use manuscript we would hope you would give us permission to tape record, transcribe, and edit your remarks for publication. Thus the educational value of these symposia can be extended far beyond those who actually attend via publication of your remarks in booklet form or in a special edition of some reputable journal.

Again, thank you for your willingness to participate in this training effort. If you have further questions, please feel free to contact me or to talk with other listed participants. I look forward to seeing you at the symposium.

Sincerely,

Harold E. Albert
Associate Professor

HEA/mgm

Enclosure

Page Two

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Sincerely,

Harold E. Albert
Associate Professor

HEA/mgm

Enclosure

1902

EXHIBIT X
NOV. 5, 1975

The State of South Carolina



Attorney General
DANIEL R. MCLEOD

Attorney General
Columbia

October 31, 1975

The Honorable P. C. Smith
State Auditor
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Smith:

The Social Security Amendments of 1974 [P.L. 93-647, Sec. 101, approved January 4, 1975, and effective August 1, 1975 (P.L. 94-46, approved June 30, 1975), as further amended by P.L. 94-88, approved August 9, 1975, effective August 1, 1975] provide 75 per cent Federal reimbursement to states which implement a program for the enforcement of child support payments (Title IV-D). Those states which do not undertake such an enforcement program will, effective January 1, 1977, receive a 5 per cent (5%) reduction in its AFDC Federal grant for each quarter the State is not in compliance. I am advised that during FY 74/75 this State received approximately \$33,730,000 in Federal AFDC funds.

This Office has been contacted by the S. C. Department of Social Services to provide the necessary legal services under P.L. 93-647. Among the many requirements of this Federal statute and the applicable HEW rules and regulations under the IV-D state plan are those that require it to be in effect in all political subdivisions of the State, and that the State undertakes to establish paternity, secure and enforce support orders for children receiving assistance from those legally obligated to pay support. The Federal statute and rules permit the IV-D agency, Department of Social Services, to contract with certain law enforcement officials, which include the Attorney General, for many of the mandated legal services. These legal services are somewhat comprehensive, including, but not limited to, establishment of paternity, securing support orders, enforcement of support orders, investigations, identification of blood laboratories, cooperation and utilization of the procedures

EXHIBIT X
NOV. 5, 1975

The State of South Carolina



Attorney General
DANIEL R. MCLEOD

Attorney General
Columbia

October 31, 1975

The Honorable P. C. Smith
State Auditor
Post Office Box 11333
Columbia, South Carolina 29211

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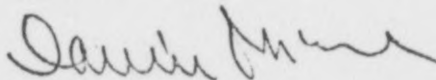
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in other states, collection of child support through the Secretary of the Treasury, and utilization of United States district courts.

I have recently received a preliminary contract from the Department of Social Services. It would initially require the establishment of three regional offices. In light of the current fiscal situation I deem it appropriate to obtain the approval of the State Budget and Control Board for the staffing of this program before committing current staff and funds to the formulation of an appropriate agreement and program. It is anticipated that ten attorneys, three investigators, six legal secretaries and three administrative personnel would be necessary.

Very truly yours,



Daniel R. McLeod
Attorney General

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The State of South Carolina



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Attorney General
DANIEL R. MCLEOD

Attorney General
Columbia

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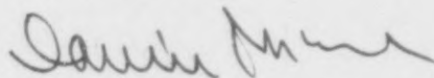
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