

MINUTES OF

Budget and
Control Board
Meeting

April 29, 1980

ORIGINAL

MINUTES OF BUDGET AND CONTROL BOARD MEETING

APRIL 29, 1980 10:25 A. M.

The Budget and Control Board met at 10:25 a.m. on Tuesday, April 29, 1980, in the Governor's conference room with the following members in attendance:

Governor Richard W. Riley
Mr. Grady L. Patterson, Jr.
Mr. Earle E. Morris, Jr.
Senator Rembert C. Dennis
Representative Tom G. Mangum

Staff members attending included Executive Director W. T. Putnam; Board Secretary William A. McInnis; Governor's Executive Assistant Katherine M. Clarke; State Auditor Edgar A. Vaughn, Jr., and staff members Burr and McPherson; General Services Division Director R. D. Counts; Personnel Division Director Jack S. Mullins; Director of Criminal Justice and Public Safety Programs Lee Thomas; Deputy Attorney General Frank K. Sloan; and Administrative Assistant Donna K. Williams.

MINUTES OF PREVIOUS MEETINGS AND POLLS - Board members previously had been furnished with a draft version of the minutes of meetings held on February 28, March 11 and April 8, 1980 and of a poll conducted on April 17, 1980.

Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Board approved the referenced minutes as published.

BLUE AGENDA - Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Budget and Control Board approved all items on the blue agenda.

Blue agenda items are identified as such in these minutes.

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RATIFICATION OF ACTIONS PREVIOUSLY APPROVED (BLUE AGENDA #1) -

In keeping with the spirit of the Freedom of Information Act, the Budget and Control Board, upon a motion by Mr. Patterson, seconded by Mr. Morris, ratified the action taken in a poll dated April 17, 1980 in which an emergency order for the accomplishment of the work described in P/N 80-4H-115, relating to an application to dredge and transport material from the Wando River, was issued.

Additional details on this action may be found in the minutes of the referenced poll.

CONSULTANT SERVICES CONTRACTS (BLUE AGENDA #2) - Upon a motion

by Mr. Patterson, seconded by Mr. Morris, the Budget and Control Board approved the following consultant services contracts:

- (a) Department of Health and Environmental Control
Consultant: CH2M Hill Southeast, Inc., Columbia, SC
Maximum Amount: \$16,197.38; 100% federal funds
Time Period: 4/24/80 plus 120 days
Purpose: To collect, tabulate and plot, for this verification study, all meteorologic, tidal elevation, flow release, and water quality data collected by any and all federal, state and local agencies before, during and after the Cooper River low flow study of 11/14/78 to 12/4/78.
- (b) Educational Television Commission
Consultant: Public Service Satellite Consortium, Inc.
Washington, D.C.
Maximum Amount: \$13,572 plus travel estimated at \$4,509
100% state funds
Time Period: 5/1/80 - 9/30/80
Purpose: To assist the ETV Commission in the planning efforts toward providing statewide telecommunication services to the people of South Carolina. The study was directed by the ETV Commissioners to find alternate means of telecommunications distribution.

(c) Public Service Commission

Consultant: ICF, Inc, Washington, D.C.

Maximum Amount: \$30,000; 100% federal funds

Time Period: 6/1/80 - 9/30/80

Purpose: To assist in the Commission's determination of issues raised by PURPA Section 210.

(d) Department of Social Services

Consultant: Blue Cross/Blue Shield, Columbia, SC

Maximum Amount: \$72,394.64 estimated; 90% federal, 10% state funds

Time Period: 18 months

Purpose: To assist in a pilot program to implement the health care financing administration, coding, nomenclature, reimbursement and utilization controls for the Medicaid and Medicare programs.

(e) University of South Carolina

Consultant: Service Engineering Associates, Atlanta, Georgia

Maximum Amount: \$14,600; 100% state funds

Time Period: not specified

Purpose: In light of additional 1,000,000 square feet of new academic and general space added at the University since a basic study on custodial productivity was completed in 1974 and in view of an additional 145,000 square feet of space being added in the coming year, an update of the earlier study is proposed.

(f) Wildlife and Marine Resources

Consultant: W. R. Williams, Jr., Travelers Rest, SC

Maximum Amount: \$15,000; 100% Recreation Land Trust Funds

Time Period: 4/21/80 - 7/11/80

Purpose: To conduct a boundary survey and prepare a plat for a tract of land in Greenville County known as the "Watson-Cooper property" which is to be acquired by Wildlife and Marine Resources.

Information relating to this matter has been retained in these files and is identified as Exhibit 1.

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CLEMSON UNIVERSITY - A&E SELECTION APPROVAL REQUEST (SMALL PROJECTS)

(BLUE AGENDA #3) - After being advised that the required selection procedure had been followed, the Budget and Control Board approved Clemson University's selection of Tectonics Engineering Consultants, Inc., to prepare shop drawings, specifications, assist in bidding and supervise the replacement of all water pipes in the livestock laboratory building located at the Sandhill Experiment Station near Pontiac. The selection was made under the small projects procedure and a maximum fee of \$1,800 is proposed.

Information relating to this matter has been retained in these files and is identified as Exhibit 2.

[Secretary's Note: Senator Dennis joined the meeting at this point.]

BOARD OF CORRECTIONS - CHAIRMAN ZEIGLER'S PRESENTATION ON DELAY

OF CAPITAL PROJECTS AND SITE FOR PRISON FACILITY - Executive Director Putnam reviewed briefly the background on this item by noting that the Dorchester County legislative delegation had appeared before the Board on April 8 to urge the Board to reverse its earlier decision to assign approximately 200 acres of the Coast Experiment Station land to the Department of Corrections for use as a prison site.

Board of Corrections Chairman Eugene N. Zeigler then read a prepared statement in which he: (1) reviewed the Department's ten-year capital improvement program; (2) reviewed efforts by the Department of Corrections to comply with the negotiated consent agreement in the Mattison v. South Carolina Board of Corrections case; and (3) reviewed the responsibilities of the Board of Corrections in these matters.

With reference to the ten-year capital improvement program, Chairman Zeigler noted that this keystone to improving conditions in State prisons

attempts to incorporate two basic ideas: namely, adequate construction to relieve overcrowding and the regionalization of correctional facilities. He also pointed out that the inmate population of the Department increased dramatically during the 1970's and had increased from about 4,000 prisoners five years ago to somewhat over 8,000 prisoners today. Mr. Zeigler also indicated that a number of steps had been taken to utilize more efficiently the facilities available and to slow the growth of the prison population but the number now is increasing at about 250 to 300 per year. He concluded by expressing the view that neither the Board of Corrections nor the Budget and Control Board can put a moratorium on inmate population growth.

Chairman Zeigler then reviewed the Department's construction program and outlined a series of events which produced delays which meant that contracts for the construction of the first two facilities originally authorized in 1975 were not awarded until November/December of 1978. Chairman Zeigler also expressed concern about the Board's decision to declare a construction moratorium and reflected the Board of Corrections view that their agency should be exempted from any construction freeze.

Chairman Zeigler noted that the 528-bed, medium-security facility proposed for the Coast Experiment Station site in Dorchester County is an essential part of the Department's regionalization plan and recounted the sequence of events on the assignment of that property to the Department by the Budget and Control Board. He indicated that the Board of Corrections respectfully requests that the Board deny the appeal by the Dorchester County legislative delegation and permit the Department of Corrections to move forward with the facility on the referenced site. He noted that the Department's best estimate is that each month this particular project is delayed costs

the taxpayers an additional \$175,000.

Chairman Zeigler then reviewed the efforts of the Department of Corrections to secure a site for the coastal region facility by noting that the initial plan was to build the facility on a portion of the 1,100 acres on the MacDougall Youth Correction Center site near Holly Hill in Berkeley County. He stated that, as a result of substantial opposition by citizens of Berkeley County and Senator Dennis, the Board of Corrections agreed to relocate the facility if a suitable site could be obtained at no additional cost. He then noted that the Department learned of the former Clemson property located near Summerville in Dorchester County and that the Department's efforts to have the Budget and Control Board assign approximately 200 acres of that land were successful. After opposition arose in Dorchester County (which was followed by the exploration of numerous alternative sites), Mr. Zeigler indicated that Department of Corrections staff and representatives of the Dorchester County Administrator's office jointly recommended three sites to the County Council as acceptable alternate sites but that, after two separate deliberations, the County Council was adamant in refusing to accept these recommendations and, in fact, had met on April 7 and voted unanimously to oppose the location of the prison facility anywhere in Dorchester County. Mr. Zeigler advised the Board that the South Carolina Law Enforcement Officers Association, after learning of the position taken by the Dorchester County Council, issued a resolution supporting the Department's efforts to construct a facility on the former Clemson property.

Chairman Zeigler summarized by noting that the Board of Corrections is frustrated in its attempts to use two State-owned tracts of land which are suitable in every way as a site for a vitally-needed prison. He further

noted that no funds were appropriated for the purchase of a site for this facility and that it is his Board's decision that it would be fiscally irresponsible to ask for funds for the purchase of a site under these circumstances.

Chairman Zeigler concluded his remarks on this aspect of the issue by expressing the view that, if there has been any failing on the part of the Board and staff of the Department of Corrections, it has not been an insensitivity to the needs and wishes of the people of Berkeley and Dorchester Counties; rather, he felt they had gone the proverbial "extra mile" in trying to accommodate the conflicting views of persons living in those counties, but to no avail.

With respect to the Mattison case, Chairman Zeigler emphasized that the Department of Corrections is in the federal court and that justice is being required of them whether they like it or not. He then reviewed briefly the events leading to the negotiated consent agreement in the referenced case and noted that the Board of Corrections had entered into that agreement on the advice of the Attorney General and after obtaining concurrence from both the Budget and Control Board and the General Assembly. He pointed out that compliance with this agreement is largely contingent upon the timely construction of the additional facilities called for in the ten-year plan and expressed the view that, without the plan, it is doubtful that the plaintiffs would have been willing to negotiate an agreement rather than litigate. Chairman Zeigler also noted that he is represented personally in that suit and that he had signed the consent agreement relying upon the State's commitment to carry out the plan and that, without that assurance, he would not have done so. He advised the Board that, if the State indicates that it is faltering in carrying out its commitment to the ten-year plan, either by moratorium on construction or delay in authorizing the building of the 528-bed facility

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in Dorchester County, he would personally consider petitioning the district court to allow him to remove his name as a consenting defendant. He expressed the view that if the negotiated settlement falls apart it will occur to some party to the lawsuit to make the Budget and Control Board a defendant so that orders of the court will fall directly on the Board rather than indirectly through the Board of Corrections. Chairman Zeigler concluded his presentation on this aspect of the subject by emphasizing that the Board of Corrections is supporting Commissioner Leeke's efforts to provide adequate housing and to prevent further judicial intervention. He pointed out that more than twenty state correctional systems are defendants in federal litigation alleging unconstitutional conditions in their prisons and that the federal courts have made it clear that once the state deprives an individual of his freedom it must provide the resources necessary to maintain that individual under constitutionally acceptable conditions.

With regard to the issue of responsibilities of the Board of Corrections, Chairman Zeigler expressed the view that it has the statutory and moral duty to run a prison system with humane firmness. He further pointed out that the Department is mandated to provide proper housing and care, to include humane treatment and opportunity, encouragement and training in the matter of reformation and that, quite clearly, the agency's ability to meet its obligation is completely dependent upon the provision of the proper resources by the General Assembly and the Budget and Control Board.

Chairman Zeigler concluded that the staff of the Department of Corrections and the Board of Corrections have done everything possible to cooperate with Dorchester County officials and he denied categorically the charge that Department staff or the Board have been guilty of arrogance. He indicated that

Corrections officials are trying to keep faith with a consent agreement resulting from overcrowded facilities in the face of a continuing rise in inmate population. Chairman Ziegler concluded by stating that the Board of Corrections urgently and respectfully requests that the Budget and Control Board: (1) deny the appeal by the Dorchester County legislative delegation to rescind the transfer of property to the Department of Corrections and authorize the Department to proceed with the construction of a 528-bed, medium-security facility on the Clemson site near Summerville in Dorchester County; and (2) exempt the Department of Corrections from the moratorium on construction so that it may proceed with the construction of the referenced facility and other facilities which the Department desperately needs.

Governor Riley expressed appreciation to Chairman Zeigler for his presentation. Mr. Morris noted the unusual growth in inmates and Chairman Zeigler observed that some of this growth was in response to judicial reform although the numbers incarcerated have increased nationwide. Governor Riley noted that ensuring speedy trials represents reform on one end of the process but, without reform on the other, a log jam is created. Chairman Zeigler, in response to Governor Riley's request for a prognosis on future inmate population, indicated that a constant increase of between 250 and 300 each year can be anticipated unless the criminal law is changed radically.

Commissioner Leeke expressed the view that the population basically has stabilized and noted that a 1976 study had indicated a population of 12,500 by the mid-1980's but that with earned work credit and other measures it now appears that a population of about 8,600 will be reached by about 1986. Chairman Zeigler expressed the view that any attempt at lessening sentence lengths would not prove popular in the General Assembly and that it will be a long

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time before the need to rewrite the State's criminal law will be recognized.

Dorchester County Council member Don Handelsman presented copies of a letter dated April 24 and addressed to Governor Riley, signed by Council Vice Chairman Rollins Edwards, Councilman Handelsman and Councilman Walter B. Wall, Jr. Councilman Handelsman requested that the Board delay a decision on the Dorchester site issue until mid-July in order to afford time for his Council to reach a decision supported by a majority of the Council membership. Councilman Handelsman also indicated that he and other members on the Council recognize that the position that no prison may be located in Dorchester County is an unacceptable position for the County to take. Councilman Handelsman pointed out that he had conferred with Senator L. Marion Gressette prior to making his statement at this meeting.

Chairman Zeigler stated that the Department of Corrections had never imposed any condition on the decision by the Dorchester County Council and that any requirement that the decision with regard to a prison site be unanimous apparently is a self-imposed requirement.

Following this discussion, Governor Riley stated that this meeting was intended to be an information-gathering session and that the Board would not act on the question at this time.

Information relating to this matter has been retained in these files and is identified as Exhibit 3.

FINANCE DIVISION - SECOND SUPPLEMENTAL RECOMMENDATIONS - Executive

Director Putnam prefaced State Auditor Vaughn's review of the staff recommendations for a second supplemental appropriation bill by noting that he had not yet heard if the House Ways and Means Committee and the Senate Finance Committee had adopted formally the general fund revenue estimate revision presented to the Board at its April 8 meeting by the Board of Economic Advisors and adopted by the Budget and Control Board at that time.

State Auditor Vaughn called the Board's attention to the inclusion of \$4.9 million of identified lapses used in concluding that \$12,794,938 are available for supplemental #2.

Mr. Vaughn, in particular, called the Board's attention to the personal service funds (base pay increase and merit) and indicated that he is confident these funds will be lapsed and indicated that these accounts could be frozen now.

State Auditor Vaughn then reviewed the staff recommendations and agency requests and called the Board's attention to the additional funds included in the recommendations for gasoline for the Department of Education. He pointed out that the prior actions of the Board apparently have not taken care of the situation and also noted the proposed proviso which would authorize the Department of Education to carry forward and use for school bus purchases any funds appropriated but not used to purchase gasoline.

Mr. Vaughn also pointed out that \$1,537,000 had been recommended for the DSS Medical Assistance Program (Medicaid).

With regard to the staff recommendation for equipment for Technical and Comprehensive Education, Executive Director Putnam noted that \$710,000 had been specifically identified as being needed in connection with a nurses

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training program and suggested that this amount be shown as a separate item for that purpose. Senator Dennis noted that the Senate wanted the nursing training program to be on a statewide rather than a localized basis and that equipment to support the program is required.

Following this discussion, upon a motion by Senator Dennis, seconded by Mr. Patterson, the Board agreed to identify separately \$710,000 of the \$1,755,979 recommended by the staff for equipment for Technical and Comprehensive Education as being equipment for the nursing training program.

State Auditor Vaughn then noted that \$1,000,000 had been recommended for the energy tax incentive program and Governor Riley asked the Board to review the provisos which would accompany it. Governor Riley noted that the recommendation is a tax relief program and that it involves a deduction approach as desired by the State Tax Commission. He also noted that the supplemental appropriation proposal is intended to offset the revenue reduction and estimated savings of \$5,000,000 to the people.

State Auditor Vaughn asked that a \$15,000 item included under the Office of Executive Director of the Board for the Civil Contingent Fund be deleted. Senator Dennis expressed his agreement with the elimination of this item from the supplemental recommendations but he also expressed the view that a legitimate contractual obligation had been incurred and pointed out he had not agreed to eliminate the matter from further legislative consideration.

Executive Director Putnam requested clarification on the Board's actions relating to operating items for which funds are recommended for purposes of the record and pointed out that some of these items are not asterisked. He inquired as to the desirability of writing the minutes on this matter to provide that any general operations funds not be carried over whether or not

they are marked with an asterisk. State Auditor Vaughn noted that the items included for carryover are for one-time expenses and recommended that the items included in the staff recommendations which are asterisked not be carried forward. Mr. Vaughn also expressed the view that this is consistent with the intent of the General Assembly.

Mr. Vaughn also pointed out that no new positions are involved in the funding recommendations of the staff.

In response to Representative Mangum's query, Mr. Patterson explained the proposed proviso which would authorize the State Treasurer to invest in repurchase agreements when collateralized by legal investments. Mr. Patterson noted that this proviso would clearly authorize making short term investments when the repurchase agreements are collateralized by government bonds, treasury bills and the like. He noted that the proviso would give flexibility to his office to keep funds invested for short periods of time. Mr. Patterson further pointed out that the Attorney General's Office has indicated that these kinds of investments could be made by the Treasurer now under existing statutory authority but that this back-up legislation would clarify the matter.

Following this discussion, upon a motion by Mr. Patterson, seconded by Mr. Morris, the Board approved the staff recommendations for a second supplemental appropriation bill as revised at the present meeting.

Information relating to this matter has been retained in these files and is identified as Exhibit 4.

OFFICE OF EXECUTIVE DIRECTOR - NEXT STEPS ON PERMANENT IMPROVEMENTS -

After Executive Director Putnam advised the Board that, through staff error, the Board inadvertently approved several projects of the University of South Carolina at its April 8 meeting which had not been acted upon by the Commission on Higher Education, the Board agreed to reconsider these matters and without objection rescinded the April 8 action which established the following University of South Carolina - Columbia Campus permanent improvement projects and sources of funds: Russell House Addition IV, Greene Street/Signage, \$1,685,000 Student Facilities Reserve Funds; McBryde Renovation, \$150,000 Student Facilities Reserve Funds; Commissary Renovation, \$115,000 Student Facilities Reserve Funds; and Sumter Parking \$1,400,000 Parking Revenue Bonds.

Following a brief discussion, the Board, upon a motion by Mr. Patterson, seconded by Senator Dennis, exempted from the concept adopted at the April 8 meeting of not implementing permanent improvement projects not yet underway those projects of the Adjutant General's Office which would involve any loss of federal funding and the Patriots Point Development Authority project to acquire and install the nuclear ship Savannah.

Executive Director Putnam advised that the Joint Bond Review Committee apparently did endorse the Board's concept of not implementing permanent improvement projects not yet underway but that no minutes or other official record of that Committee action has been received as yet. He indicated an intention to supply further details to the Board and the Bond Review Committee on this subject.

Information relating to this matter has been retained in these files and is identified as Exhibit 5.

DEPARTMENT OF MENTAL RETARDATION - LEASE OF FACILITIES AND SUMTER

PROPERTY PURCHASE - The Board unanimously agreed to add two items of the Department of Mental Retardation to the agenda for consideration at the present meeting and Commissioner Charles Barnett and Deputy Commissioner Walter Todd of that agency were in attendance to discuss these matters.

Executive Director Putnam explained the Department of Mental Retardation's desire to lease a State-owned facility now nearing completion in the Greenville area to a non-profit organization. He indicated that he had discussed the matter with Deputy Attorney General Frank Sloan who had orally expressed his approval of the arrangement on the condition that the lessee perform services directly related to the functions and responsibilities of the Department of Mental Retardation. Mr. Putnam then recommended that the Board authorize the Department of Mental Retardation to enter into an arm's length lease arrangement with the Greenville County Mental Retardation Board covering the Hollis community residence, a 16-bed facility.

Upon a motion by Senator Dennis, seconded by Mr. Patterson, the Board authorized the Department of Mental Retardation to lease the Hollis community residence, a 16-bed facility now nearing completion, to the Greenville County Mental Retardation Board on the condition that the lessee will perform services directly related to the functions and responsibilities of the Department of Mental Retardation.

Dr. Barnett described this particular arrangement as a transitional step which is designed to encourage the non-profit sector to construct and operate these types of facilities. He expressed his hope that the effort in Greenville would demonstrate to the entire State the feasibility of this sort of arrangement. He also indicated that the capital outlay involved

would be repaid over an eight-year period.

Senator Dennis then called the Board's attention to a bill under consideration by the General Assembly to limit State agency contracts to periods of not more than four years. Computer Systems Management Division Director Burr indicated that this legislation could cause problems in lease/purchase arrangements which normally extend for five-year periods. Senator Dennis then asked Deputy Attorney General Frank Sloan to look into the matter and indicated his intention to ask the General Assembly to examine the issue more closely.

Mr. Patterson queried Dr. Barnett on the issue of the cost effectiveness of the proposed lease arrangement and expressed great interest in determining if providing the services under the lease contract approach is cheaper than providing them directly as is now the practice. Dr. Barnett expressed doubt that savings could be realized under the approach because of the requirement to meet Medicaid standards. Dr. Barnett did request assistance from the staffs of the several Board divisions on the lease arrangement form.

[Secretary's Note: Senator Dennis indicated the necessity that he retire to the Senate chambers and excused himself from the meeting at this point.]

Executive Director Putnam advised the Board of the Department of Mental Retardation's request to purchase properties located in Sumter for a site for a community residence using excess paying patient fee debt service revenues.

Dr. Barnett indicated that his Department has the cash funds available and that there is some urgency involved in securing the Board's approval on this in that the effort to identify and clear the availability of the properties has been underway for some time. Dr. Barnett also indicated that his Department encounters resistance somewhat similar to that experienced by the Department

of Corrections in locating its facilities. He pointed out that the \$13,000 to be paid for the property is less than its estimated fair market value.

Mr. Putnam noted that if the Board were to approve this request that action would have to be reviewed by the Joint Bond Review Committee.

Following this discussion, upon a motion by Mr. Morris, seconded by Representative Mangum, the Board authorized the Department of Mental Retardation to purchase property at a cost of \$13,000 as a site for a community residence in Sumter, using excess patient fee debt service revenues, subject to the review of the Joint Bond Review Committee.

Information relating to this matter has been retained in these files and is identified as Exhibit 6.

SUPREME COURT - PERSONAL SERVICE FUNDS TRANSFER - Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Board authorized the Supreme Court to transfer \$70,000 from various personal service accounts to support the Judicial Commitment Program and the Defense of Indigents and to replace the personal service funds by transfers from the general base pay increase, 1979-80 account.

Information relating to this matter has been retained in these files and is identified as Exhibit 7.

MENTAL HEALTH - FUNDS TRANSFER REQUEST - Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Board authorized the Department of Mental Health to transfer approximately \$110,000 of funds appropriated for court screening and \$32,600 of funds appropriated for autistic children's programs to Spartanburg, Anderson, and Columbia Area Mental Health Centers to assist in offsetting projected deficits of those centers in the current fiscal year.

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Information relating to this matter has been retained in these files and is identified as Exhibit 8.

HEALTH AND ENVIRONMENTAL CONTROL - HEALTH CARE EXTENSION GRANTS -

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Board approved Health Care Extension fund grants as follows: (a) \$4,000 to Chester County for renovation of the Chester County Health Department; (b) \$7,000 to Union County for the renovation of the County health department building; and (c) \$14,000 to the Peters Field Human Services Corporation for a family health education and services project. This Board action was taken in response to the request of DHEC Commissioner Robert S. Jackson who advised the Board that his Board had given tentative approval to these projects at its meeting on April 24.

Information relating to this matter has been retained in these files and is identified as Exhibit 9.

STATE COLLEGE BOARD OF TRUSTEES (COLLEGE OF CHARLESTON) - \$3,030,000

STUDENT AND FACULTY HOUSING REVENUE BOND ISSUE - Upon a motion by Mr. Patterson, seconded by Mr. Morris, the Board adopted a resolution approving the issuance by the State College Board of Trustees of \$3,030,000 Student and Faculty Housing Revenue Bonds of the College of Charleston and authorizing the College Board of Trustees to sell such bonds at a private sale to the United States of America, acting by and through the Secretary of Housing and Urban Development, with such bonds to bear interest at the rate of 3% per annum.

Information relating to this matter has been retained in these files and is identified as Exhibit 10.

STATE FIRE COMMISSION - ESTABLISHMENT OF APPEALS PROCEDURE - Upon

a motion by Mr. Patterson, seconded by Mr. Morris, the Board authorized State Fire Commission Chairman David A. MacLellan to recommend to the Budget and Control Board a seven-person Appeals Board of the Fire Marshal's Office to be selected from the Fire Commission membership and to serve on an annual rotating basis.

Information relating to this matter has been retained in these files and is identified as Exhibit 11.

SCHOOL FOR THE DEAF AND THE BLIND - REESTABLISHMENT OF POSITION -

Upon a motion by Mr. Morris, seconded by Representative Mangum, the Board authorized the School for the Deaf and the Blind to reestablish one Vehicle Operator II, grade 14, position, after being advised that the position had been deleted after remaining vacant for in excess of twelve months as a result of an extended grievance procedure.

Information relating to this matter has been retained in these files and is identified as Exhibit 12.

GENERAL SERVICES - LEASE/PURCHASE AGREEMENT (ARCHIVES AND HISTORY) -

Prior to considering this item, the Board agreed without objection to add to the agenda for consideration at the present meeting an additional item relating to telephone service for the State Ports Authority.

With regard to the lease/purchase agreement for a microfilm processor for the Department of Archives and History which had been approved by the Board at its meeting on February 21, Division Director Counts advised that the Municipal Leasing Corporation had increased the rate of interest involved in this agreement from 11.91% at the time of its approval to 16%. In view of the excessive interest rate on the new agreement, Mr. Counts recommended

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that the Board revoke its previous approval and suggested that the agency seek an alternative means of securing the equipment involved.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Board revoked its prior action which authorized the Department of Archives and History to execute a lease/purchase agreement for a microfilm processor.

Information relating to this matter has been retained in these files and is identified as Exhibit 13.

GENERAL SERVICES - LEASE/PURCHASE AGREEMENT (GOVERNOR'S OFFICE) -

Division Director Counts advised the Board that the Governor's Office of Administrative Services has requested permission to enter into a lease/purchase agreement for an IBM model 6640 document printer for a total purchase price of \$11,526.92 over a period of 60 months. Mr. Counts reported that the monthly installment costs would be \$372.22 and that an interest rate of 11.25% per annum will be charged. Mr. Counts further advised that the lease/purchase agreement will provide a monthly cost avoidance of \$281.78 and suggested that, although the interest rate is higher than has been approved in some cases previously, the cost avoidance is so great as to warrant consideration of approving this agreement.

Following a brief discussion, upon a motion by Mr. Morris, seconded by Mr. Patterson, the Board authorized the Governor's Office to enter into a lease/purchase agreement under the terms and conditions outlined by Mr. Counts.

In response to a question from Mr. Putnam, Mr. Counts indicated that his staff evaluates any item secured by an agency or institution under lease/purchase agreements and further indicated that all of this equipment is reworked by the companies at the time a lease/purchase agreement is entered

into and that a service agreement is included in the price.

Information relating to this matter has been retained in these files and is identified as Exhibit 14.

GENERAL SERVICES - OFFICE SUPPLIES PURCHASES - Division Director Counts, as background, reported to the Board that 1976 Code Section 11-25-420 requires that the Board shall purchase all stationery and office supplies and that, for a number of years, this has been impractical and that various agencies have found it necessary to make small purchases of stationery and office supplies directly from commercial vendors. Mr. Counts further indicated that to comply with this statute, vouchers for payment of supplies purchased by the agencies directly have been submitted to General Services for after the fact approval causing considerable delay in the payment of these invoices and doing little to comply with the intent of the law.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Board approved Mr. Counts' recommendation that all vouchers for the purchase of stationery and office supplies from commercial vendors bear a certification on the invoice that "purchases are made in compliance with Purchasing Policies and Procedures as adopted by the Budget and Control Board" along with the signature of the individual authorized to procure such items.

Information relating to this matter has been retained in these files and is identified as Exhibit 15.

[Secretary's Note: Mr. Patterson excused himself from the meeting at this point.]

GENERAL SERVICES - RIGHT-OF-WAY EASEMENT (BERKELEY COUNTY) - Upon a motion by Representative Mangum, seconded by Mr. Morris, the Board approved the granting to the South Carolina Electric and Gas Company of a right-of-way easement for the construction, operation and maintenance of natural gas transmission lines crossing under the Back River and marshlands owned by the State in Berkeley County for a consideration of \$3,400. The referenced easement is 3,000 more or less south of Prioleau Creek and runs north 80° 38' east and being 1,995 feet in length and 36 feet in width and being more particularly shown and delineated on drawing A-61301, sheet one of three dated March 18, 1980, prepared by E. R. Parkstone.

Information relating to this matter has been retained in these files and is identified as Exhibit 16.

GENERAL SERVICES - STATE PORTS AUTHORITY PHONE SERVICE - As indicated, the Board agreed without objection to add this item to the agenda for consideration at the present meeting at the request of Division Director Counts. Mr. Counts advised the Board that the appropriation acts each year for years have authorized the Board to provide a centralized telephone system for the benefit of the several departments and agencies of the State government. He further reported that the State Ports Authority has asked the phone company to revise its phone system and directed the phone company not to advise the Division of General Services of the proposed changes because the Ports Authority did not want the Division of General Services involved in the matter. Mr. Counts also indicated that the Ports Authority has signed a copy of a contract authorizing changes in its phone system but that the changes proposed are not the most efficient and economical available which could be provided through the Charleston centrex system. Mr. Counts indicated that the question basically is whether

or not the Board wants to exclude the Ports Authority from the usual procedure or not. Mr. Counts recommended that the State Ports Authority be included in the Charleston centrex system and be subject to the usual State procedures in this regard.

Mr. Counts noted that the Ports Authority has advised the phone company that it has authority to enter into these contracts and related matters without securing the approval of the Board or of others.

In response to Mr. Morris, Mr. Counts indicated that the Public Service Authority is not included in the centrex system. Mr. Counts also expressed the view that it would be a mistake to exclude the Ports Authority in that it wants the WATS and DAIN services where great economic benefits are to be realized but the Authority does not want to participate in the local centrex system.

Mr. Counts indicated that his staff has not yet studied the situation in detail but that the prospective savings involved by including the Ports Authority within the Charleston centrex system could be significant.

Following this discussion, upon a motion by Mr. Morris, seconded by Representative Mangum, the Board authorized the Director of the Division of General Services to contact the Executive Director or the Chairman of the State Ports Authority and advise that the Board recommends that phone service for the Authority be provided through the Charleston centrex system and further directed the Director of General Services to advise the telephone company not to proceed with any work to change the Authority system until given further notice by the Division.

24 - 4/29/80

FINANCE DIVISION - RECLASSIFICATION OF EXISTING POSITION - The Board without objection agreed to add the consideration of this item to the present agenda. Executive Director Putnam advised the Board that a well-trained person to negotiate indirect cost rates on federal grants and contracts is needed and is urged in a Legislative Audit Council report on the subject. Mr. Putnam noted that the agencies apparently now tend to negotiate lower indirect cost rates since the funds involved are returned to the general fund. Mr. Putnam also noted that the Senate Finance Committee had added a position for this purpose and that the revenue estimate for 1980-81 had been increased by \$500,000 on the strength of the additional position to pursue these reimbursements.

Following a brief discussion, the Board without objection authorized the Finance Division to reclassify an existing vacant position in order to secure an individual during the current fiscal year to negotiate indirect cost rates on federal grants and contracts.

BUDGET AND CONTROL BOARD - FUTURE MEETING - The Board agreed to hold its next regular meeting at 10:00 a.m., Tuesday, May 13, 1980, as previously scheduled.

EXECUTIVE SESSION - Executive Director Putnam announced that one legal settlement, one contractual matter and five personnel items had been proposed for consideration in executive session. The Board without objection agreed to consider these matters in executive session whereupon Governor Riley declared the meeting to be in executive session.

RATIFICATION OF EXECUTIVE SESSION ACTIONS - Following the Board's

consideration of executive session items, the meeting was opened and the Board without objection ratified the following actions taken in executive session:

(1) Received and accepted the resignation of Mr. R. D. Counts as Director of the Division of General Services after hearing his request for permission to retire effective June 19, 1980 and discussed at length possible replacements for that position.

[Secretary's Note: With Governor Riley, Mr. Morris, and Representative Mangum present, the Board discussed at length the subject of replacing Mr. Counts as Director of the Division of General Services. The Board determined to recess the executive session portion of this meeting on this subject with the understanding that the matter would be pursued at the earliest opportunity when the entire membership of the Board could consider the question. The Board took note of the fact that no media representatives were present to be advised of this procedure at the time the executive session actions were ratified.]

(2) Approved an offer of settlement in the Gourdine, et al, versus R. Archie Ellis, et al, case;

(3) Authorized the Department of Mental Retardation to procure a Burroughs B1855 computer system at a five-year cost of \$406,375;

(4) Received as information and agreed to let the time expire on State Employee Grievance Committee findings and decisions in cases involving the Department of Highways and Public Transportation and the University of South Carolina; and

(5) Received as information a report on a personnel matter involving the Division of Motor Vehicle Management.

The regular session portion of the meeting was adjourned at 1:00 p.m.

[Secretary's Note: In compliance with Section 9 of Act 593 of 1978 (the Freedom of Information Act), public notice of and the agenda for this meeting were posted on bulletin boards in the office of the Governor's Press Secretary in the State House and near the Board Secretary's office in the Wade Hampton Office Building on April 28, 1980.]

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 1

BLUE AGENDA

MEETING OF April 29, 1980

STATE BUDGET & CONTROL BOARD

ITEM NUMBER

2

Agency: (a) Health and Environmental Control;
(b) Educational Television Commission;
(c) Public Service Commission;
(d) Department of Social Services;
(e) University of South Carolina; and
(f) Wildlife and Marine Resources

Subject: Consultant Services Contracts

Please refer to attachments for details.

Board Action Requested:

Approve

Staff Comment:

Attachments:

Summary plus attachments

CONSULTANT SERVICE CONTRACTS - \$10,000 AND OVER

4/29/80

AGENCY/CONSULTANT	MAXIMUM DOLLARS	SOURCE OF FUNDS	TIME PERIOD	PURPOSE
(a) HEALTH AND ENVIRONMENTAL CONTROL CH2M Hill Southeast, Inc. Columbia, SC	\$16,197.38	100% federal	4/24/80 - plus 120 days	To collect, tabulate and plot, for this verification study, all meteorologic, tidal elevation, flow release, and water quality data collected by any and all federal, state and local agencies before, during and after the Cooper River low flow study of 11/14/80 to 12/4/78.
(b) EDUCATIONAL TELEVISION COMMISSION Public Service Satellite Consortium, Inc. Washington, D.C.	\$13,572 plus travel est. at \$4,509	100% state	5/1/80 - 9/30/80	To assist the ETV Commission in the planning efforts toward providing statewide telecommunication services to the people of South Carolina. The study was directed by the ETV Commissioners to find alternate means of telecommunications distribution.
(c) PUBLIC SERVICE COMMISSION ICF, Inc. Washington, D.C.	\$30,000	100% federal	6/1/80 - 9/30/80	To assist in the Commission's determination of issues raised by PURPA Section 210.
(d) DEPARTMENT OF SOCIAL SERVICES Blue Cross/Blue Shield Columbia, SC	\$72,394.64 estimated	90% federal 10% state	18 months	To assist in a pilot program to implement the health care financing administration, coding, nomenclature, reimbursement and utilization controls for the Medicaid and Medicare programs.
(e) UNIVERSITY OF SOUTH CAROLINA Service Engineering Associates Atlanta, Georgia	\$14,600	100% state	not specified	In light of additional 1,000,000 square feet of new academic and general space added at the University since a basic study on custodial productivity was completed in 1974 and in view of an additional 145,000 square feet of space being added in the coming year, an update of the earlier study is proposed.
(f) WILDLIFE AND MARINE RESOURCES W. R. Williams, Jr. Travelers Rest, SC	\$15,000	100% Recreation Land Trust Funds	4/21/80 - 7/11/80	To conduct a boundary survey and prepare a plat for a tract of land in Greenville County known as the "Watson-Cooper property" which is to be acquired by Wildlife and Marine Resources.

EXHIBIT
APR 29 1980
NO. 1
STATE BUDGET & CONTROL BOARD

APR 24 1980

REPORT ON CONSULTANTSName of State Agency: S.C. Dept. of Health & Environmental ControlDate of Report: March 31, 1980 Prepared by: Albert HornerName of Consultant or Firm: CH2M Hill Southeast, Inc.Address of Consultant or Firm: 810 Dutch Square Blvd. - Columbia, South Carolina

Terms of Consultant Contract:

Beginning Date: April 24, 1980 Ending Date 120 DAYS LaterRate of Pay: \$ _____ per _____; Maximum under this contract: \$ 16,197.38Source of Funds: Federal (100%); _____ (%); _____ (%).

Purpose or Goal of Consultant:

To collect, tabulate and plot, for the purpose of this verification study, all meteorologic, tidal elevation, flow release, and water quality data that was collected by any and all federal, state, and local agencies before, during and after the Cooper River Low Flow Study of November 14, 1978 to December 4, 1978. This will include available sources of hydraulic and water quality information beyond that collected in the study and will cover the entire Charleston Harbor estuarine system, including the Wando and Ashley Rivers and the Harbor area.

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes _____

No X _____

If yes, How many Bids or Proposals were Received? _____

RECEIVED

S. C. BUDGET AND
CONTROL BOARD

JUSTIFICATION OF SOLE SOURCE CONTRACT
WITH
CH2M HILL SOUTHEAST, INC.
FOR
CHARLESTON HARBOR MODEL LOW FLOW VERIFICATION PROJECT

1. CH2M HILL was responsible for development, calibration and verification of the model as used in the Berkeley-Charleston-Dorchester Council of Governments 208 Plan and thus has intimate knowledge of methodology and assumptions used.
2. CH2M HILL modified the original DEM to fit the needs of Charleston Harbor and wrote the documentation for the modified version.
3. CH2M HILL has the personnel available with intimate knowledge of the model, Charleston Harbor, and SCDHEC that was gained in performing the Berkeley-Charleston-Dorchester Council of Governments 208 Engineering Portion.
4. CH2M HILL has a regional office in Columbia to support work at SCDHEC offices.
5. CH2M HILL has computer analysis available to aid in getting the model operational. The DEM version used, and data and backup files are in the CH2M HILL Computer Program Library for access.
6. CH2M HILL wrote the scope of work for the project.
7. CH2M HILL is responsible for defining the need of a low flow monitoring program and was instrumental in the design and initiation of the data collection to be used in verifying the model.
8. CH2M HILL is experienced and knowledgeable of data requirements and availability for use in the model and methods of obtaining and coordinating this information.
9. For all the above reasons, CH2M HILL is justified for sole source consideration in its technical qualifications and experience for the proposed work as no other consultant could show such.

EXHIBIT

JUSTIFICATION OF SOLE SOURCE CONTRACT

APR 29 1980

NO. 1

WITH
CH2M HILL SOUTHEAST, INC.

STATE BUDGET & CONTROL BOARD

FOR

CHARLESTON HARBOR MODEL LOW FLOW VERIFICATION PROJECT

1. CH2M HILL was responsible for development, calibration and verification of the model as used in the Berkeley-Charleston-Dorchester Council of Governments 208 Plan and thus has intimate knowledge of methodology and assumptions used.
2. CH2M HILL modified the original DEM to fit the needs of Charleston Harbor and wrote the documentation for the modified version.
3. CH2M HILL has the personnel available with intimate knowledge of the model, Charleston Harbor, and SCDHEC that was gained in performing the Berkeley-Charleston-Dorchester Council of Governments 208 Engineering Portion.
4. CH2M HILL has a regional office in Columbia to support work at SCDHEC offices.
5. CH2M HILL has computer analysis available to aid in getting the model operational. The DEM version used, and data and backup files are in the CH2M HILL Computer Program Library for access.
6. CH2M HILL wrote the scope of work for the project.
7. CH2M HILL is responsible for defining the need of a low flow monitoring program and was instrumental in the design and initiation of the data collection to be used in verifying the model.
8. CH2M HILL is experienced and knowledgeable of data requirements and availability for use in the model and methods of obtaining and coordinating this information.
9. For all the above reasons, CH2M HILL is justified for sole source consideration in its technical qualifications and experience for the proposed work as no other consultant could show such.

FROM THE DESK OF
JOHN McPHERSON

4-24-80

Reason this is late
need some corrected
pages which came on
4-14-80

EXHIBIT

APR 29 1980 NO. 1

STATE BUDGET & CONTROL BOARD

CONTRACT BETWEEN

THE

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

CH2M HILL SOUTHEAST, INC.

FOR THE PERFORMANCE OF SPECIFIED PROFESSIONAL SERVICES

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

THIS AGREEMENT, entered into as of this _____ day of _____, 19____, by and between CH2M HILL SOUTHEAST, INC., (herein referred to as the "Contractor") and the SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, Office of Environmental Quality Control (hereinafter referred to as the "Department") in accordance with Contract Number _____.

WITNESSETH THAT:

WHEREAS the Department desires to engage the Contractor to render certain technical and/or professional services hereafter described in connection with an undertaking (herein referred to as the "Project").

NOW, THEREFORE, the parties hereto do mutually agree as follows.

1. EMPLOYMENT OF CONTRACTOR: The Department hereby agrees to engage the services of the Contractor and the Contractor hereby agrees to perform the services hereafter set forth in connection with the Project of the Department.

2. SCOPE OF SERVICES: See Attachment A which is hereby incorporated as a portion of this contract.

3. DATA TO BE FURNISHED TO CONTRACTOR: All information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work shall be furnished to the Contractor without charge, in their existing form, by the Department. The Department shall cooperate with the Contractor insofar as is practicable in the carrying out of the Project.

4. PERSONNEL:

A. The Contractor represents that he has or will secure

at his own expense all personnel required to perform in the services under this Contract. Such personnel shall not be employed by or have any contractual relationship with the Department.

B. All services required hereunder will be performed by the Contractor or under his direct supervision, and all personnel engaged in the work shall be fully qualified for their assigned task and shall be authorized under State and/or local law to perform such services, where applicable.

5. TIME OF PERFORMANCE: The services of the Contractor are to commence as soon as practicable after the issuance of a notice to proceed by the Department and shall be undertaken and completed in such sequence to assure their expeditious completion in light of the purposes of the Contract; but in any event, all of the services required hereunder shall be completed within 120 days following issuance of notice to proceed. Upon completion of the Project, the Department shall accept the services or indicate, within thirty (30) working days from the date of completion, the reasons for unacceptability. If during the course of the Project the Contractor finds that he cannot fulfill his obligations by the time agreed upon above, the Contractor shall immediately notify the Department, in writing, detailing the reasons for a delay and requesting an appropriate time extension. The Department reserves the right to determine whether or not a time extension is appropriate, and how much additional time should be allowed for performance of this Contract.

6. COMPENSATION: For performance of the SCOPE OF WORK, fees to be paid the Contractor shall be the amount of the Contractor's Direct Salary expended for the service, plus a percentage of Direct Salary for Salary Overhead, plus a percentage of Direct Salary for General Overhead, plus direct expenses in connection therewith, plus a Fixed Follar Profit of \$2,429.61. Salary Overheads and General Overheads are defined under GENERAL PROVISIONS.

The Cost Ceiling represented by Direct Salary, plus Salary and General Overheads and direct expenses shall not exceed \$16,197.38 without a formal amendment of this Contract. A change of work scope is not a prerequisite for said amendment. A labor cost summary is presented in Attachment B to this Contract.

In the event the entire scope of work provided for under the cost reimbursement provisions of this Agreement is not completed within the Cost Ceiling established, the Contractor shall continue with any or all parts of the work for which an amendment Cost Ceiling is established.

The Fixed Dollar Profit may not be increased except in the case of an amendment to this Contract which increases the scope of work.

7. METHOD OF PAYMENT: Invoices will be presented monthly to the Department by the Contractor and will adequately reflect and document all time and costs incurred during the billing period. It is agreed that payment to the Contract is to be made within thirty (30) days after date of billing, the amount due for such services rendered during the the month.

8. LATE PAYMENT: If payment of the amount due as prescribed under COMPENSATION, or any portion thereof, is not made within thirty (30) days after date of billing, interest on the unpaid balance thereof will accrue at the rate of six percent (6%) per annum and become due and payable at the time said overdue payments are made.

9. INTEREST OF MEMBERS OF DEPARTMENT AND OTHERS: No officer, member or employee of the Department and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

10. ASSIGNABILITY: The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Department thereto. Provided, however, that claims for money due or to become due to the Contractor from the Department under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department in writing.

11. INTEREST OF CONTRACTOR: The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

12. FINDING CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Department requests to be kept confidential shall not be made available to any individual or organization (save the Administration of the United States Environmental Protection Agency or his designated representative) by the Contractor without the prior written approval of the Department.

13. GENERAL PROVISIONS: It is mutually agreed by the parties hereto:

A. That, the Contractor's Salary Overheads are defined as a percentage of wages or salaries of employees working on the Project necessary to cover all taxes, payments, and premiums measured by or applicable at the time of performance to such wages or salaries, such as, but not limited to, worker's Compensation Insurance, Social Security, State and Federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances

for vacation, sick leave, and holiday pay. Said percentage is estimated to be 36 percent of direct wages and salaries of the Contractor's employees during calendar year 1980.

B. That, the Contractor's General Overhead Costs are defined as those general and administrative costs, exclusive of salary overheads included under paragraph A, allowable under the cost principles of 41 CFR 1-15.4 that are actually incurred by the Contractor during the period of performance of the services. Said General Overhead Costs are estimated to be 110 percent of direct wages and salaries of the Contractor's employees during the calendar year 1980.

C. That, the Contractor's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs (as defined hereinbefore). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the Contractor. Direct expenses shall include, but not limited to, necessary transportation costs, including mileage at the Contractor's current rate per mile when the Contractor's own automobiles are used, meals and lodging, laboratory tests and

analyses, computer services, magnetic card typewriter services, telephone, printing, binding, and multilith charges.

D. Retainage of the Contractor's earned payments by the Department shall also accrue interest at 12 percent per annum until released by the Department.

E. That, in the event progress payments for the Contractor's services are limited in amount by provisions imposed by a governmental funding agency, the Department shall make additional payments from its own funds sufficient to pay the total progress payments due or such overdue payments shall bear the interest costs specified hereinbefore.

F. That, if any portion of the Project covered by this Contract and designed or specified by the Contractor shall be suspended, abated, abandoned, or terminated, the Department shall pay the Contractor for the services rendered for such suspended, abated, abandoned, or terminated work, the payment to be based insofar as possible on the amounts established in this Contract, or, where the Contract cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of the work completed.

G. That, all claims, counter-claims, disputes and other matters in question between the Department and the Contractor arising out of or relating to this Contract or in the breach thereof will be

decided by arbitration only if both parties hereto specifically agree to the use of arbitration in regard to the individual matter in dispute (except that all claims, counter-claims, disputes or other matters regarding cost or pricing data or audit questions shall be mandatorily arbitrated upon unilateral request of the Contractor).

H. That, in the event of any legal or other controversy requiring the services of the Contractor in providing expert testimony in connection with the Project, and except suits arising out of errors or omissions of the Contractor, the Department shall pay the Contractor for services rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on a basis to be negotiated.

I. That, the Department will pay the Contractor for labor and expenses incurred in satisfying the requirements and assisting in any audit required by the Department, the United States Environmental Protection Agency, the Comptroller General, the United States Department of Labor, the State Regulatory Agency or any of their duly authorized representatives. The basis of payment will be defined by an Amendment to this Contract.

J. The provisions of EPA "Appendix C1 to 40 CFR Part 35, subpart E which is attached as Attachment C to this Contract is hereby made a part of this Contract except as modified herein.

K. The Contractor will be available to provide consulting services to the Department beyond the duration of this Contract. For these services the Department will pay the Contractor the amount of the Contractor's salary cost expended for the service, multiplied by a factor of 2.1, plus direct expenses in connection therewith. Salary cost is defined as wages or salaries paid the Contractor's employees working on the project plus salary overhead as defined under General Provisions.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Contract as of the date first above written.

South Carolina Department of Health
and Environmental Control

(Department)

BY: _____
John E. Jenkins, P.E., Deputy
Commissioner
Environmental Quality Control

CH2M HILL SOUTHEAST, INC.

(Contractor)

BY: Glenn W. Dubois 3/31/80
Vice President

ATTEST: _____

ATTACHMENT A

SCOPE OF SERVICES

TASK: 80-15.1

TITLE: Low Flow Data Collection, Tabulation, and Plotting

OBJECTIVE: To collect, tabulate, and plot, for the purpose of this verification study, all meteorologic, tidal elevation, flow release, and water quality data that was collected by any and all federal, state, and local agencies before, during, and after the Cooper River Low Flow Study of November 14, 1978 to December 4, 1978. This will include available sources of hydraulic and water quality information beyond that collected in the study and will cover the entire Charleston Harbor estuarine system, including the Wando and Ashley Rivers and the Harbor area.

DESCRIPTION: All data collection and tabulation shall be performed by CH2M HILL for the purpose of setup and verification of the Charleston Study period. The majority of this effort shall be conducted in CH2M HILL offices. Final graphics shall not be a product of this effort.

INPUT: Hydraulic (tidal), meteorologic, flow, and water quality data.

OUTPUT: Data tabulation and plots.

ESTIMATED MAN HOURS: 96

ESTIMATED COST: \$3,400

TASK: 80-15.2

TITLE: Dynamic Estuary Model Loading and Operations Testing

OBJECTIVE: To make available and operational the Dynamic Estuary Model to the SCDHEC on their computer system.

DESCRIPTION: CH2M HILL shall assist SCDHEC in the loading and operations testing of the Dynamic Estuary Model on the SCDHEC computer sytem. Such assistance shall be provided in an advisory capacity and shall be available at the SCDHEC office.

INPUT: CH2M HILL consultation services.

OUTPUT: Operational Dynamic Estuary Model on SCDHEC computer system.

ESTIMATED MAN HOURS: 32

ESTIMATED COSTS: \$1,500

TASK: 80-15.3

TITLE: Dynamic Estuary Model Informative Meetings

OBJECTIVE: In conjunction with SCDHEC personnel discuss the theory, setup, and application of the Dynamic Estuary Model with special reference to application in the Charleston Harbor estuarine system.

DESCRIPTION: CH2M HILL and SCDHEC shall hold formal meetings at the SCDHEC office including DEM Documentation Manuals. Topics to be covered shall be basic modeling concepts, DEM structure, DEM hydraulic and water quality algorithms, DEM data input requirements, DEM input format, Charleston Harbor Estuary Model, applications of Charleston Harbor Estuary Model, and previous DEM calibrations.

INPUT: SCDHEC and CH2M HILL modeling personnel, graphic displays, and DEM Documentation Manuals.

OUTPUT: DEM Documentation Manuals and basics understood.

ESTIMATED MAN HOURS: 56

ESTIMATED COST: \$2,900

TASK: 80-15.4

TITLE: Charleston Harbor Model Low Flow Verification Set Up

OBJECTIVE: To set up input stream for Charleston Harbor Model for the period of time covered in the Cooper River Low Flow Study.

DESCRIPTION: CH2M HILL shall, as an extension of Task 80-15.3, assist SCDHEC personnel in setting up the input stream to the model for the Cooper River Low Flow Study application. This shall be accomplished in the form of an exercise with each participating staff member performing the same tasks. Output of Task 80-15.1, "Low Flow Data Collection, Tabulation, and Plotting", and Chapter VII of the BCD COG 208 Areawide Waste Treatment Management Plan shall serve to provide the base information required.

INPUT: Tasks 80-15.1, 80-15.2, and 80-15.3. CH2M HILL consultation services. Chapter VII, BCD COG 208 Areawide Waste Treatment Management Plan.

OUTPUT: SCDHEC personnel assisted in Dynamic Estuary Model input formulation and coding. Input stream for Charleston Harbor Model for Cooper River Low Flow Study.

ESTIMATED MAN HOURS: 40

ESTIMATED COST: \$2,400

TASK: 80-15.5

TITLE: Charleston Harbor Model Low Flow Verification

OBJECTIVE: Conduct a verification of the Charleston Harbor Model as developed in the BCD COG 208 Areawide Treatment Management Plan to the Cooper River Low Flow Study.

DESCRIPTION: CH2M HILL shall assist SCDHEC to run the Charleston Harbor Model for conditions during the Cooper River Low Flow Study and compare model results to recorded data. Technical support shall be provided by SCDHEC staff in the form of data tabulation, plotting, and typing. All work shall be done on the SCDHEC computer system and in the SCDHEC office.

INPUT: Tasks 80-15.1, 80-15.4 CH2M HILL consultation services.

OUTPUT: Charleston Harbor Model verification run of Cooper River Low Flow Study conditions. Comparison plots and tables.

ESTIMATED MAN HOUR: 40

ESTIMATED COST: \$2,300

TASK: 80-15.6

TITLE: Charleston Harbor Model Low Flow Calibration
Adjustment

OBJECTIVE: To recalibrate the Charleston Harbor Model
to conditions recorded in the Cooper River
Low Flow Study, if necessary.

DESCRIPTION: As a result of Task 80-15.5, "Charleston Harbor
Model Low Flow Verification", CH2M HILL shall
determine if it is necessary to adjust or re-
calibrate the Low Flow Study. If so, CH2M HILL
shall assist SCDHEC to perform the required
recalibration on the SCDHEC computer system in
the SCDHEC office. Technical support in the
form of data tabulation, plotting, and typing
shall be provided by SCDHEC.

INPUT: Task 80-15.5. CH2M HILL consultation services.

OUTPUT: Charleston Harbor Model recalibrated to the
Cooper River Low Flow Study.

ESTIMATED MAN HOURS: 40

ESTIMATED COST: \$2,400

TASK: 80-15.7

TITLE: Charleston Harbor Model Long-Term Low Flow
Simulation

OBJECTIVE: To run the recalibrated Charleston Harbor Model
for an extended low flow condition to determine
low flow calibration conditions.

DESCRIPTION: CH2M HILL shall direct and assist SCDHEC to set up
and run the recalibrated Charleston Harbor Model
for an extended low flow condition. From this
simulation run, low flow equilibrium water quality
conditions shall be determined and the required
time for the estuary to reach this condition cal-
culated. Initial conditions shall correspond to
those of the Cooper River Low Flow Study and the
long-term simulation run shall be a hypothetical
extension of that study. All work shall be performed
at SCDHEC offices and technical support in the form
of data tabulation, plotting, and typing shall be
provided by SCDHEC staff.

INPUT: Task 80-15.6. CH2M HILL consultation services.

OUTPUT: Charleston Harbor Model prediction of long-term
low flow water quality and hydraulic conditions.

ESTIMATED MAN HOURS: 32

ESTIMATED COST: \$1,700

TASK: 80-15.8

TITLE: Charleston Harbor Model Low Flow Verification Report

OBJECTIVE: Provide a draft report of the results of Tasks 80-15.1, 80-15.5, 80-15.6, and 80-15.7.

DESCRIPTION: CH2M HILL shall direct and assist SCDHEC in the preparation of a draft report of "Low Flow Verification of Charleston Harbor Model." Such assistance shall be in the form of outline preparation, lists of tables and figures to be included, re-writing, editing, and review. Direction shall be provided from both SCDHEC and CH2M HILL offices.

INPUT: Tasks 80-15.1, 80-15.5, 80-15.6, and 80-15.7.
CH2M HILL consultation services.

OUTPUT: Draft report "Low Flow Verification of Charleston Harbor Model."

ESTIMATED MAN HOURS: 40

ESTIMATED COST: \$2,000

ATTACHMENT B

LABOR AND COST SUMMARY

	<u>Staff Hours</u>	<u>Rate</u>	<u>Total</u>
Engineer III	352	\$12.41	\$ 4,368.32
Engineer VI	12	\$18.11	\$ 217.32
Technician IV	16	\$10.96	\$ 175.36
Office	8	\$ 5.86	\$ 46.88
A. Total Estimated Personnel Cost			\$ 4,807.88
B. Salary and G&A Overhead (A x 1.46)			\$ 7,019.50
C. Expenses (See Estimate Below)			\$ 4,370.00
D. Total Estimated Cost			\$16,197.38
E. Fixed Fee (Profit) (15% x D)			\$ 2,429.61
F. Total			\$18,626.99

EXPENSES ESTIMATE

Postage/Freight	\$ 50.00
Telephone	\$ 100.00
Copier	\$ 50.00
Travel	
Local Travel (Car Rental \$30/day for 36 days)	\$ 1,080.00
Hotel & Meals (\$40/day for 36 days)	\$ 1,440.00
Air Travel (4 roundtrips DEN to CAE)	\$ 1,650.00
Total Expenses	\$ 4,370.00

is based on a constant cost per unit of consumption.

APPENDIX C-1—REQUIRED PROVISIONS—
CONSULTING ENGINEERING AGREEMENTS

1. General
2. Responsibility of the Engineer
3. Scope of Work
4. Changes
5. Termination
6. Remedies
7. Payment
8. Project Design
9. Audit; Access to Records
10. Price Reduction for Defective Cost or Pricing Data
11. Subcontracts
12. Labor Standards
13. Equal Employment Opportunity
14. Utilization of Small or Minority Business
15. Covenant Against Contingent Fees
16. Gratuities
17. Patents
18. Copyrights and Rights in Data

1. GENERAL

(a) The owner and the engineer agree that the following provisions apply to the EPA grant-eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.

(b) The work under this agreement is funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor the U.S. Environmental Protection Agency (hereinafter, "EPA") is a party to this agreement. This agreement which covers grant-eligible work is subject to regulations contained in 40 CFR 35.936, 35.937, and 35.939 in effect on the date of execution of this agreement. As used in these clauses, the words "the date of execution of this agreement" mean the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

(c) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.

2. RESPONSIBILITY OF THE ENGINEER

(a) The engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the engineer under this agreement. The engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

(b) The engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable EPA requirements in effect on the date of execution of this agreement.

(c) The owner's or EPA's approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the engineer of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement

or of any cause of action arising out of the performance of this agreement.

(d) The engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or EPA caused by the engineer's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The engineer shall not be responsible for any time delays in the project caused by circumstances beyond the engineer's control. Where innovative processes or techniques (see 40 CFR 35.908) are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.

3. SCOPE OF WORK

The services to be performed by the engineer shall include all services required to complete the task or step in accordance with applicable EPA regulations (40 CFR Part 35, Subpart E in effect on the date of execution of this agreement) to the extent of the scope of work as defined and set out in the engineering services agreement to which these provisions are attached.

4. CHANGES

(a) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the engineer's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. The engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the engineer of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

(b) No services for which an additional compensation will be charged by the engineer shall be furnished without the written authorization of the owner.

(c) In the event that there is a modification of EPA requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.

5. TERMINATION

(a) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new step) and the engineer is given (1) not less than ten (10) calendar days written notice (delivered by

certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

(c) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the engineer at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the engineer's default. If the engineer terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the engineer for services rendered and expenses incurred before the termination, in addition to termination settlement costs the engineer reasonably incurs relating to commitments which had become firm before the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the engineer may have accumulated in performing this agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the engineer from all claims and damages arising out of improper use of the engineer's work.

(f) If, after termination for failure of the engineer to fulfill contractual obligations, it is determined that the engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (c) of this clause provides.

6. REMEDIES

Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the engineer arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

7. PAYMENT

(a) Payment shall be made in accordance with the payment schedule incorporated in this agreement as soon as practicable upon submission of statements requesting payment by the engineer to the owner. If no such payment schedule is incorporated in this agreement, the payment provisions of paragraph (b) of this clause shall apply.

(b) The engineer may request monthly progress payments and the owner shall make them as soon as practicable upon submission of statements requesting payment to the engineer to the owner. When such progress payments are made, the owner may

withhold up to ten (10) percent of the vouchered amount until satisfactory completion by the engineer of work and services within a step called for under this agreement. When the owner determines that the work under this agreement or any specified task hereunder is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for his protection, he shall release to the engineer such excess amount.

(c) No payment request made under paragraph (a) or (b) of this clause shall exceed the estimated amount and value of the work and services performed by the engineer under this agreement. The engineer shall prepare the estimates of work performed and shall supplement them with such supporting data as the owner may require.

(d) Upon satisfactory completion of the work performed under this agreement, as a condition precedent to final payment under this agreement or to settlement upon termination of the agreement, the engineer shall execute and deliver to the owner a release of all claims against the owner arising under or by virtue of this agreement, other than such claims, if any, as may be specifically exempted by the engineer from the operation of the release in stated amounts to be set forth therein.

8. PROJECT DESIGN

(a) In the performance of this agreement, the engineer shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes, consistent with 40 CFR 35.936-3 and 35.936-13 in effect on the date of execution of this agreement, except to the extent to which innovative technology may be used under 40 CFR 35.908 in effect on the date of execution of this agreement.

(b) The engineer shall not, in the performance of the work under this agreement, produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the engineer knows to be available only from a sole source, unless the engineer has adequately justified the use of a sole source in writing.

(c) The engineer shall not, in the performance of the work under this agreement, produce a design or specification which would be restrictive in violation of sec. 204(a)(6) of the Clean Water Act. This statute requires that no specification for bids or statement of work shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, or at least two brand names or trade names of comparable quality or utility are listed and are followed by the words "or equal." With regard to materials, if a single material is specified, the engineer must be prepared to substantiate the basis for the selection of the material.

(d) The engineer shall report to the owner any sole source or restrictive design or specification giving the reason or reasons why it is necessary to restrict the design or specification.

(e) The engineer shall not knowingly specify or approve the performance of work at a facility which is in violation of clean air or water standards and which is listed by the Director of the EPA Office of Federal Activities under 40 CFR Part 15.

9. AUDIT, ACCESS TO RECORDS

(a) The engineer shall maintain books, records, documents, and other evidence directly pertinent to performance on EPA grant work under this agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR 30.605, 30.805, and 35.935-7 in effect on the date of execution of this agreement. The engineer shall also maintain the financial information and data used by the engineer in the preparation or support of the cost submission required under 40 CFR 35.937-6(b) in effect on the date of execution of this agreement and a copy of the cost summary submitted to the owner. The U.S. Environmental Protection Agency, the Comptroller General of the United States, the U.S. Department of Labor, owner, and [the State water pollution control agency] or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The engineer will provide proper facilities for such access and inspection.

(b) The engineer agrees to include paragraphs (a) through (e) of this clause in all his contracts and all tier subcontracts directly related to project performance that are in excess of \$10,000.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(d) The engineer agrees to the disclosure of all information and reports resulting from access to records under paragraphs (a) and (b) of this clause, to any of the agencies referred to in paragraph (a), provided that the engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the engineer.

(e) The engineer shall maintain and make available records under paragraphs (a) and (b) of this clause during performance on EPA grant work under this agreement and until 3 years from the date of final EPA grant payment for the project. In addition, those records which relate to any "Dispute" appeal under an EPA grant agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception.

10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(This clause is applicable if the amount of this agreement exceeds \$100,000.)

(a) If the owner or EPA determines that any price, including profit, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any significant sums because the engineer or any subcontractor furnished incomplete or inaccurate cost or pricing data

or data not current as certified in his certification of current cost or pricing data (EPA form 5700-41), then such price, cost, or profit shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(b) Failure to agree on a reduction shall be subject to the remedies clause of this agreement.

(Note.—Since the agreement is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the engineer may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the engineer. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

11. SUBCONTRACTS

(a) Any subcontractors and outside associates or consultants required by the engineer in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.

(b) The engineer may not subcontract services in excess of thirty (30) percent (or — percent, if the owner and the engineer hereby agree) of the contract price to subcontractors or consultants without the owner's prior written approval.

12. LABOR STANDARDS

To the extent that this agreement involves "construction" (as defined by the Secretary of Labor), the engineer agrees that such construction work shall be subject to the following labor standards provisions, to the extent applicable:

(a) Davis-Bacon Act (40 U.S.C. 276a-276a-7);

(b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);

(c) Copeland Anti-Kickback Act (18 U.S.C. 874); and

(d) Executive Order 11246 (Equal Employment Opportunity);

and implementing rules, regulations, and relevant orders of the Secretary of Labor or EPA. The engineer further agrees that this agreement shall include and be subject to the "Labor Standards Provisions for Federally Assisted Construction Contracts" (EPA form 5720-4) in effect at the time of execution of this agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with EPA policy as expressed in 40 CFR 30.420-5, the engineer agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

14. UTILIZATION OF SMALL AND MINORITY BUSINESS

In accordance with EPA policy as expressed in 40 CFR 35.936-7, the engineer agrees that qualified small business and minority business enterprises shall have the maximum practicable opportunity to par-

ticipate in the performance of EPA grant-assisted contracts and subcontracts.

15. COVENANT AGAINST CONTINGENT FEES

The engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. GRATUITIES

(a) If it is found, after notice and hearing, by the owner that the engineer, or any of the engineer's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the owner, of the State, or of EPA in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this agreement, the owner may, by written notice to the engineer, terminate the right of the engineer to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a) hereof, the owner shall be entitled: (1) To pursue the same remedies against the engineer as it could pursue in the event of a breach of the contract by the engineer, and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than 3 nor more than 10 times the costs the engineer incurs in providing any such gratuities to any such officer or employee.

17. PATENTS

If this agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of or under this agreement, such invention or discovery shall be subject to the reporting and rights provisions of subpart D of 40 CFR part 30, in effect on the date of execution of this agreement, including appendix B of part 30. In such case, the engineer shall report the discovery or invention to EPA directly or through the owner, and shall otherwise comply with the owner's responsibilities in accordance with subpart D of 40 CFR part 30. The engineer agrees that the disposition of rights to inventions made under this agreement shall be in accordance with the terms and conditions of appendix B. The engineer shall include appropriate patent provisions to achieve the purpose of this condition in all subcontracts involving research, developmental, experimental, or demonstration work.

18. COPYRIGHTS AND RIGHTS IN DATA

(a) The engineer agrees that any plans, drawings, designs, specifications, computer

programs (which are substantially paid for with EPA grant funds), technical reports, operating manuals, and other work submitted with a step 1 facilities plan or with a step 2 or step 3 grant application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement (referred to in this clause as "Subject Data") are subject to the rights in the United States, as set forth in subpart D of 40 CFR part 30 and in appendix C to 40 CFR part 30, in effect on the date of execution of this agreement. These rights include the right to use, duplicate, and disclose such subject data, in whole or in part, in any manner for any purpose whatsoever, and to have others do so. For purposes of this clause, "grantee" as used in appendix C refers to the engineer. If the material is copyrightable, the engineer may copyright it, as appendix C permits, subject to the rights in the Government in appendix C, but the owner and the Federal Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The engineer shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.

(b) All such subject data furnished by the engineer pursuant to this agreement are instruments of his services in respect of the project. It is understood that the engineer does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the engineer's specific written verification or adaptation, such reuse will be at the risk of the owner, without liability to the engineer. Any such verification or adaptation will entitle the engineer to further compensation at rates agreed upon by the owner and the engineer.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I-GENERAL

1. GRANTEE South Carolina Department of Health and Environmental Control		2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CH2M HILL SOUTHEAST, INC.		4. DATE OF PROPOSAL March 25, 1980
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 810 Dutch Square Blvd. Columbia, S. C. 29210		6. TYPE OF SERVICE TO BE FURNISHED Consulting Services

PART II-COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
See Attachment B to Contract		\$	\$ 4,807.88	
DIRECT LABOR TOTAL:				\$ 4,807.88
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	* BASE =	ESTIMATED COST	
See Attachment B to Contract		\$	\$ 7,019.50	
INDIRECT COSTS TOTAL:				\$ 7,019.50
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$ 2,730.00	
(2) PER DIEM			\$ 1,440.00	
TRAVEL SUBTOTAL:			\$ 4,170.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
		\$	\$	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
			\$	
SUBCONTRACTS SUBTOTAL:			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
Postage and Freight			\$ 50.00	
Telephones and Copiers			150.00	
OTHER SUBTOTAL:			\$ 200.00	
e. OTHER DIRECT COSTS TOTAL:				\$ 4,370.00
10. TOTAL ESTIMATED COST				\$ 16,197.38
11. PROFIT				\$ 2,429.61
12. TOTAL PRICE				\$ 18,626.99

PART III - PRICE SUMMARY

[illegible]

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If "Yes" give name address and telephone number of reviewing office)

Defense Contract Audit Agency
San Francisco Regional Office, Seattle Branch
Room 4-1, 815 Airport Way South
Seattle, Washington 98135 Tele: (206) 442-4770

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

14c.

This proposal is submitted for use in connection with and in response to (1) Request for Proposal
from SCDHEC. This is to certify to the best of my knowledge.

from SCDHEC. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of

(2) _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) 3/25/80
DATE OF EXECUTION

Gen W. Duber
SIGNATURE OF PROPOSER

Vice President

TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER _____

TITLE OF REVIEWER

16. EPA REVIEWER (If applicable)

DATE OF EXECUTION

SIGNATURE OF REVIEWER _____

TITLE OF REVIEWER

STATE AUDITOR'S OFFICE

APR 24 1980

REPORT ON CONSULTANTS

Name of State Agency: South Carolina Educational Television Commission

Date of Report: 4-23-80 Prepared by: Joseph T. Karr *JTK*

Name of Consultant or Firm: Public Service Satellite Consortium, Inc.

Address of Consultant or Firm: 1660 L Street N.W., Suite 907, Washington, D.C. 20036

Terms of Consultant Contract:

Beginning Date: May 1, 1980 Ending Date September 30, 1980 plus travel

Rate of Pay: \$ per ; Maximum under this contract: \$ 13,572 expenses
estimated at \$4,509

Source of Funds: State (100%); (%); (%).

Purpose or Goal of Consultant:

To assist the South Carolina ETV Commission in the planning efforts toward providing statewide telecommunications services to the people of South Carolina.

This study was directed by the ETV Commissioners to find alternate means of telecommunications distribution.

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes No X

If yes, How many Bids or Proposals were Received?

EXHIBIT

APR 29 1980 NO. 1

STATE BUDGET & CONTROL BOARD

STATE AUDITOR'S OFFICE

APR 24 1980

REPORT ON CONSULTANTS

Name of State Agency: SOUTH CAROLINA PUBLIC SERVICE COMMISSION

Date of Report: APRIL 24, 1980 Prepared by: G. LOREN TOOLE, Telephone # 759

Name of Consultant or Firm: ICF, INCORPORATED

Address of Consultant or Firm: 1850 K STREET, N.W., WASHINGTON, D.C. 20006

Terms of Consultant Contract:

Beginning Date: JUNE 1, 1980 Ending Date SEPTEMBER 30, 1980

Rate of Pay: \$ per ; Maximum under this contract: \$ 30,000.00

Source of Funds: FEDERAL (100%); (%); (%).

Purpose or Goal of Consultant:

To assist the Commission's determination of issues raised by PURPA Section 210. A detailed task description is attached.

(This work proposal is also pending approval by DOE. No budget revision will be required. A total of \$130,000.00 was originally allocated to consulting services of which \$90,000.00 has already been contracted to ICF. The remaining portion is available for similar work and will be used to extend ICF's current area of analysis).

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes XXXXXX No

If yes, How many Bids or Proposals were Received? Seven (7)

EXHIBIT

APR 29 1980 NO. 1

STATE BUDGET & CONTROL BOARD

EXHIBIT

APR 29 1980 NO. 1

STATE BUDGET & CONTROL BOARD

PROPOSAL TO ANALYZE ISSUES RELATED
TO IMPLEMENTATION OF PURPA SECTION 210
RULES PRESCRIBED BY FERC

Submitted to:

The South Carolina Public Service Commission
Columbia, South Carolina

April 3, 1980

ICF Incorporated
Suite 950
1850 K Street, N.W.
Washington, D.C. 20006

I. OVERVIEW

The Federal Energy Regulatory Commission (FERC) has prescribed rules pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA) to encourage the development and use of cogeneration and small power production. These rules (issued by the FERC on February 19, 1980) must be implemented by the South Carolina Public Service Commission by February 1981. The rules raise a number of issues of importance to South Carolina ratepayers, utilities, cogenerators and small power producers (both existing and potential). ICF, as described below, proposes to assist the South Carolina Commission in identifying and analyzing these issues. The analytic support will facilitate implementation of the Section 210 rules.

The rules provide that:

- Electric utilities must purchase electric energy and capacity made available by qualifying cogenerating and small power production facilities;
- The rate paid by a utility must reflect the avoided costs of the purchasing utility. "Avoided costs" are defined as "the costs to an electric utility of energy or capacity or both which, but for the purchase from a qualifying (cogenerating or small power production) facility, the electric utility would generate or construct itself or purchase from another source."^{1/} The definition requires consideration of marginal costs of capacity and energy.

^{1/} Federal Energy Regulatory Commission, Order No. 89, Final Rule Regarding the Implementation of Section 210 of the Public Utility Regulatory Policies Act of 1978, Docket No. RM 79055, February 19, 1980.

- Electric utilities must provide data which will allow avoided costs to be calculated;
- Electric utilities must furnish electric service to qualifying facilities on a non-discriminatory basis at a rate that is just and reasonable and in the public interest;
- Electric utilities must provide certain types of service to supplement or backup generation from qualifying facilities; and
- All qualifying cogeneration facilities and certain qualifying small power production facilities are exempted from certain federal and state laws in an effort to avoid classifying these facilities as electric utilities and hence subject to regulation as electric utilities.

The South Carolina Commission has substantial flexibility in implementing the Section 210 rules. Possible means of implementation include generic hearings, treatment on a utility-specific basis in rate cases, or "any other means reasonably designed to give effect to the Commission's (FERC's) rules."^{1/}

ICF will assist the South Carolina Commission by providing economic and policy analysis of several issues raised by the Section 210 rules. ICF will not address legal determinations regarding the requirements of Section 210 on the South Carolina Commission, or the legal effects of the rules on existing PSC regulations and state laws.

^{1/} Ibid.

II. APPROACH

A. Rate Design Issues

The Section 210 rules indicate that rates for the purchase and sale of electricity to cogenerators and small power producers must be just, reasonable, in the public interest, and non-discriminatory. Beyond these very general guidelines, the rules provide more specific guidance on rate design, particularly in the case of rates for purchases of electricity by utilities (buy-back). Implementation of the rules, however, is the responsibility of state regulatory authorities.

1. Buy-Back rates

Rates for purchases of electricity by utilities cannot be less than the avoided costs of capacity and energy or purchased power displaced by the purchases.^{1/} Designing these rates will require the PSC to address two principal areas of concern: measurement of avoided costs and translation of avoided costs into specific rates.

a. Measurement of avoided costs -- Avoided costs must be measured on a marginal, or incremental, basis. As developed in our analyses of the PURPA Title I rate standards, alternative methodologies are available for measuring marginal costs, and the choice of a particular methodology may have implications for specific rate designs. Avoided costs must include energy savings and -- where warranted by reliability considerations -- capacity

^{1/} An upper bound on these rates has been established in the rules at the cost of generating electricity by the utility using renewable resource technologies.

savings. The capacity savings in turn must be net of any fuel savings which would have accrued from substituting more fuel-efficient capacity for less fuel-efficient capacity. This suggests that both short-term and long-term impacts of electricity purchases on the utility must be considered.

Although a specific costing methodology is not advocated in the rules -- FERC recognizes that implementation requires "flexibility for experimentation and accommodation of special circumstances" -- an incremental approach is proposed. In this approach utility electric generating costs would be modelled (e.g., by using a system planning or optimization model) for some future period both with and without the capacity and energy displaced by "new" cogeneration and small power production. The difference between the costs would measure the incremental costs avoided through electricity purchases by the utility.

Issues to be addressed in this regard include the following:

- What is an appropriate, implementable approach for measuring avoided costs?
- What specific marginal costing methodologies are available, and what are the implications of each for measuring avoided costs?
- Is it appropriate to include capacity impacts in the measurement of avoided costs or only energy impacts?
- Is a long run or a short run perspective or some mix most appropriate?
- Are avoided costs to be determined on a time-differentiated basis (by season or by time-of-day)?
- What data are required to measure avoided costs? What validation procedures should be followed in gathering and using the data? What are the sources of the data, and what resources are needed to collect the data?

b. Translation of avoided costs into rates -- once avoided costs are measured, specific rates or rate formulas must be developed. Several alternative rate structures may be consistent with the measured avoided costs. The Section 210 rules require that "standard rates" be established for purchases of electricity by utilities from facilities with a generating capacity of 100 kw or less.^{1/} Standard rates may be developed for purchases from facilities with a generating capacity greater than 100 kw. The conditions and structure of these standard rates -- and other rates -- are the responsibility of the PSC. Issues to be addressed in establishing buy-back rates include:

- To what extent should rates be differentiated by technology or capacity of the cogenerator or small power producer? How are technologies to be grouped and appropriate "rate classes" to be established?
- Are rates to be differentiated by season or by time-of-day? If so, what are appropriate rating periods and rates? What can be expected in terms of customer response to time-differentiated buy-back rates?
- Should the rates contain only energy-related prices or capacity credits as well? Does this differ by technology or size of facility?
- To what extent should/can the rates reflect the reliability of individual facilities and/or the reliability/diversity of facilities in the aggregate? With respect to utility purchases of electricity, what constitutes "firm" and "non-firm" power?
- What conditions should be established regarding power purchases during emergencies and scheduling of facility maintenance?
- What policies should be established and how should buy-back rates reflect costs of interconnection equipment and line extensions?

^{1/} These standard rates can differentiate among technologies based upon supply characteristics of the technologies.

- How would utilities' revenues be affected by these rates under the rules for simultaneous purchases and sales of electricity to "new" capacity?

2. Rates for Electricity Sales by Utilities

In addition to buy-back rates, the Section 210 rules address rates for sales of electricity by utilities to cogenerators and small power producers. Less specific guidance is provided for designing these rates. However, the rules indicate that they should not be discriminatory: cogenerators and small power producers should be billed at the same rate as similar customers who do not have electric generating capabilities unless it can be shown that costs-of-service are different. Cost-based rates and conditions of service must be considered for the following:

- back-up service,
- supplementary service,
- maintenance service, and
- interruptible service.

Several ratemaking issues are associated with developing these rates. Of particular interest is the relationship with the PURPA Title I ratemaking standards, particularly (marginal) cost-of-service, time-of-day and seasonal pricing, and industrial interruptible service/load management. As indicated in Attachment 2 and 4, preliminary analyses suggest that the design of these rates -- particularly for back-up service -- can be important to the cost-effectiveness of cogeneration to customers and, therefore, to the potential development of this energy resource.

B. Tasks to be Performed

Task 1: Develop Set of Major Issues Relating to Section 210 Rules

ICF will review the Section 210 rules to develop a list of the most significant issues pertaining to the rules which must be acted upon by the PSC. The list will expand and elaborate on the issues described above. ICF will not analyze all of these issues. Rather, the list will be used to select a subset of issues for detailed analysis.

Task 2: In Consultation with the South Carolina PSC Staff, Select a Subset of Issues for Detailed Analysis

Limited available time and funding preclude detailed analysis of all the issues to be developed in Task 1. A subset of issues will be selected. Criteria for selection will be established with the PSC staff. We will consider the extent to which resolution of a given issue may significantly affect the following:

- cost-effectiveness of cogeneration in South Carolina;
- present and future electric utility revenue requirements;
- utility financing requirements;
- electric rate and revenue stability;
- load factors and load shape;
- fuel use;
- implementation costs.

Task 3: Develop and Analyze Alternatives Based on Issues Selected in

Task 2

In order to examine the issues, alternatives capturing the utility and customer impacts of each issue will be developed. For example, several definitions of avoided costs based on alternative methodologies for marginal

cost estimation can be developed. Evaluation of these alternative methodologies and the implications for utility rate design is currently underway by ICF for the South Carolina utilities.

Data requirements necessary for analyses of the alternatives will be developed. ICF is currently collecting and validating much of the necessary data as part of the present PURPA Title I analyses. Supplemental data requests will be prepared if necessary.

Analytic results will be prepared and transmitted to the PSC staff. The results will take the form of a report on the impacts of alternatives associated with each principal issue. The impacts of each alternative on the major parameters of interest described above (customer cost-effectiveness, utility fuel use, financing requirements, etc.) will be presented.

As noted above, the South Carolina PSC has substantial flexibility in implementing the Section 210 rules. The PSC can advocate specific methodologies for calculation of avoided costs, or can specify criteria for an acceptable methodology (leaving choice of specific methodologies to the utilities). Similarly, the PSC can treat rate development in its orders by advocating specific rate types and structures or by outlining rate design criteria. The ICF analysis will prove useful to the PSC as it makes these implementation decisions.

C. Deliverable Products

ICF will deliver two products:

- A discussion paper under Task 1 listing the major issues resulting from the Section 210 rules which are to be addressed by the PSC. This will be used to select the subset of issues for detailed analysis.
- A report on the impacts of alternative treatments of each issue on utility characteristics, and on cogeneration and small power producers.

In addition, ICF will assist the PSC staff in preparing testimony and cross-examination of witnesses.

III. PROJECT PERSONNEL AND QUALIFICATIONS

Dr. Robert M. Spann will be responsible for the project. Dr. Spann will be assisted by Kenneth Linder, an ICF Project Manager, and by Hiram Brett and ✓ Charles Dickson, ICF Associates.

All project personnel have had analytical experience with the utilities serving South Carolina. In addition, all except Mr. Linder are currently working on PURPA-related issues for the South Carolina Commission.

Resumes for the project personnel are included as Attachment 1. ICF has conducted several analyses relating to cogeneration for various clients:

- ICF has analyzed the impacts on customer bills of alternative cogeneration standby rates. The analysis was developed based on rates, marginal costs, and other information for the Duke Power Company. This analysis was prepared for the U.S. Department of Energy and is presented as Attachment 2.
- A survey of industrial cogeneration rates has been conducted by ICF. The survey focused on two issues: 1) the pricing of utility power used to supplement or back-up generation from cogeneration; and 2) the pricing of cogenerated power sold to electric utilities. This survey, conducted for the Department of Energy, is included as Attachment 3.
- ICF has analyzed the cost-effectiveness to hypothetical cogenerators within the service areas of Duke and CP&L. This analysis included net present value of savings and payback for cogeneration investments. This analysis is included as Attachment 4.

This experience, ICF's knowledge of South Carolina utilities, our work on the ongoing PURPA Title I analysis, and in-house availability of all the required analytical tools, make ICF highly qualified for the analysis.

IV. SCHEDULE AND COST ESTIMATE

ICF can complete the work by November 30, 1980. This will leave the South Carolina Commission ample time to review our results prior to the implementation of the Section 210 rules (implementation must commence by February, 1981).

The cost for the project for work completed through November 30, 1980 will be \$20,000, including travel. The estimates assumes that DOE will allow us to access the DOE computer for required computer work without additional cost. This cost estimate covers the completion of our report, and any testimony or cross-examination of witnesses through November 30, 1980. Should testimony, cross-examination, etc. be required outside this time-frame, we would be willing to assist the PSC in drafting proposals for second year PURPA funding from DOE.

VIRGIL L. CONRAD
COMMISSIONER

South Carolina
Department of Social Services
EXHIBIT

March 28, 1980

APR 29 1980

NO. 1

STATE BUDGET & CONTROL BOARD

Mr. Edward P. Brophy
Budget and Control Board
212 Wade Hampton Office Bldg.
P. O. Box 12444
Columbia, South Carolina 29211

Dear Mr. Brophy:

Last week you met with us and we were discussing the Integration Project for Medicare and Medicaid and Blue Cross and Blue Shield.

I discussed with you our need for additional staff and our desire to comply with the Budget and Control Board's restriction on additional allocations. I have attached a draft copy of our proposed contract with Blue Cross and Blue Shield whereby they would employ and pay individuals working on the project for a period of approximately eighteen (18) months. It would be most helpful if you could secure approval for us to proceed with the contract.

Please let me hear from you as soon as possible and I wish to take this opportunity to thank you for your help and your interest in this project.

Sincerely yours,

Blanche G. McCullough
(Mrs.) Blanche G. McCullough
Executive Assistant
Health Care Financing

BGMCC:jp

Attachment



Rec'd 4/1/80

AGREEMENT

between

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES

and

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

THIS AGREEMENT is between Blue Cross and Blue Shield of South Carolina, a corporation organized and existing under the laws of the State of South Carolina, having an office and place of business in Columbia, South Carolina (hereinafter referred to as BLUE CROSS/BLUE SHIELD) and the STATE OF SOUTH CAROLINA, DEPARTMENT OF SOCIAL SERVICES, having an office and place of business in Columbia, South Carolina (hereinafter referred to as "DSS").

W I T N E S S E T H

WHEREAS Blue Cross/Blue Shield is a Medicare Part A intermediary and Part B carrier under the terms and responsibilities of Title XVIII Medicare and its agreements with the Secretary of the Department of Health, Education, and Welfare.

WHEREAS the Department of Social Services is the single state agency charged with administering the Medical Assistance Program, Title XIX, in South Carolina.

WHEREAS the DSS is desirous of purchasing consultative services from Blue Cross/Blue Shield to assist in a pilot program to implement the Health Care Financing Administration Common Coding, Nomenclature, Reimbursement and Utilization Controls for the Title XIX (Medicaid) and Title XVIII (Medicare) Program.

NOW, THEREFORE in consideration of the premises and of the mutual promises of each party to the other herein contained, the parties hereto hereby agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED BY BLUE CROSS/BLUE SHIELD

A.1 Blue Cross/Blue Shield agrees to provide consultative services for the Health Care Financing Administration Common Coding Pilot Program to be furnished by personnel who are qualified pursuant to specifications enumerated in Schedule A of this contract. These personnel will be reimbursed at a rate not to exceed that set forth in Schedule B of this contract.

A.2 Blue Cross/Blue Shield shall employ personnel meeting the minimum requirements as identified in the position descriptions in Schedule A and in the appropriate numbers as identified by the budget (Schedule B).

A.3 Blue Cross/Blue Shield will adopt all South Carolina State Agency personnel policies including, but not limited to, those dealing with leave, vacation, holidays, and disciplinary action when employing the individuals specified in Schedule A.

A.4 Any person assigned to the Pilot Program whose performance is inconsistent with the standards of the project as determined by Blue Cross/Blue Shield will be referred to the DSS for appropriate disciplinary action.

A.5 DSS will have prior approval authority over the employment and rate of pay for all personnel providing expertise for services through this contract.

ARTICLE II

COMPENSATION

B.1 DSS agrees to pay Blue Cross/Blue Shield in accordance with monthly itemized billings to be submitted to the DSS by Blue Cross/Blue Shield to the following address:

Attention: Director
Division of Planning and Operations
S. C. Department of Social Services
P. O. Box 1520
Columbia, S. C. 29202

DSS agrees to pay all proper billings within thirty (30) days of receipt of invoices.

B.2 The maximum amount payable by DSS for services to be provided pursuant to this contract is contained in Schedule B (budget) of this contract.

ARTICLE III

TERM OF AGREEMENT

This agreement shall commence on _____, 1980 and end on _____, *NOT TO EXCEED AN EIGHTEEN (18) MONTH PERIOD.*

ARTICLE IV

TERMINATION AND AMENDMENT

A. Blue Cross/Blue Shield may terminate this contract by written notice to DSS as follows:

1. Upon sixty (60) days notice to DSS.
2. On the first of the month following notice to Blue Cross/Blue Shield that its contract as Medicare Part B carrier for South Carolina has been terminated.
3. On the first of the month following notice that any law, regulation or directive of the State or Federal Government

prohibits performance under Article I.

B. DSS may terminate this contract by written notice to Blue Cross/Blue Shield as follows:

1. Upon sixty (60) days notice to Blue Cross/Blue Shield.
2. On the first of the month following notice that any law, regulation or directive of the State or Federal Government prohibits reimbursement to Blue Cross/Blue Shield for the services described in Article I.

3. IMMEDIATELY UPON NOTIFICATION OF FEDERAL NON-REIMBURSEMENT OR WITHDRAWAL OF FUNDING FOR THE EIGHTEEN (18) MONTH IMPLEMENTATION PERIOD
C. This contract may be amended, in writing, as deemed mutually satisfactory by the parties hereto.

D. Schedule A and Schedule B are hereby incorporated as integral parts of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as stated herein and dated the _____ day of _____, 1980.

BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA

By: _____
Joseph F. Sullivan

Title: _____
President

WITNESSES:

SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES

By: _____
Virgil L. Conrad

Title: _____
Commissioner

WITNESSES:

SCHEDULE B

BUDGET

	<u>GRADE</u>	<u>CLASS</u>	<u>SALARY</u>
1 Head Nurse	28	4014	\$13,062
1 Program Analyst	23	4708	10,736
1 Prog. Info. Coord. I	26	4614	12,077
1 Secretary II	17	0502	8,485
Total Salaries			<u>\$44,360</u>
7% cost of living increase			3,105.20
Fringe Benefits			<u>7,900.44</u>
Total Personnel			<u>\$55,365.64</u>
<u>Other Expenses</u>			
Travel			\$15,000
Equipment			
Desk - 2 each			506
Chair - 2 each			330
File Cabinet - 1 each			105
Bookcase - 1 each			88
Total Equipment			<u>1,029</u>
Office Supplies			<u>1,000</u>
Total Other Expenses			<u>17,029</u>
Grand Total			<u><u>\$72,394.64</u></u>
Source of Funds:			
Federal			\$65,155.00
State			7,239.64
Total			<u><u>\$72,394.64</u></u>

SCHEDULE A
STATE OF SOUTH CAROLINA
POSITION QUESTIONNAIRE

<p>1. Agency Name S.C. Department of Social Services</p> <p>2. Section Health Care Financing</p> <p>3. Job Location (City and County) Columbia - Richland</p> <p>4. Present Classification or Job Title</p> <p>5. Job Title of Supervisor Classification Code Director, Resource Development & Management</p> <p>6. Work is (Check appropriate box)</p> <table style="width: 100%;"> <tr> <td style="width: 33%;">Permanent</td> <td style="width: 33%;">Temporary</td> <td style="width: 33%;">Number of months</td> </tr> <tr> <td><input checked="" type="checkbox"/> Full Time</td> <td><input checked="" type="checkbox"/> Full Time</td> <td>of temporary</td> </tr> <tr> <td><input type="checkbox"/> Part Time</td> <td><input type="checkbox"/> Part Time</td> <td>employment 18 mos</td> </tr> </table>	Permanent	Temporary	Number of months	<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Full Time	of temporary	<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	employment 18 mos	<p>Reason for Request:</p> <p><input checked="" type="checkbox"/> New Position</p> <p><input type="checkbox"/> Reclassification Request</p> <p><input type="checkbox"/> Requested by State Personnel Division</p> <p><input type="checkbox"/> Program Analyst</p> <hr/> <p style="text-align: center;">FOR PERSONNEL DIVISION USE ONLY</p> <p>Approved Class _____</p> <p>Class Code _____ Agency Code _____</p> <p>Slot Code _____</p> <p>Approval _____ Date _____</p>
Permanent	Temporary	Number of months								
<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Full Time	of temporary								
<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	employment 18 mos								
<p>7. Description of Position</p> <p>A. General Responsibilities:</p> <p>Under general supervision, plans and evaluates program data in support of the Medical Assistance Division functions. Assists in the evaluation of data processing systems to determine those suited to the needs of the various branches. Receives general oral and written instructions and accomplishments are subject to general review.</p>										
<p>B. Specific Duties</p> <table style="width: 100%;"> <tr> <td style="width: 80%;"> <ol style="list-style-type: none"> 1. Assists in surveying, collecting, compiling, and evaluating program data in support of the Medical Assistance Division functions. 2. Established and implements administrative details including all report forms. 3. Prepares statistical studies and visual studies pertaining to the Medicaid Program. 4. Consults with division personnel concerning data essential in the development and formulation of program policies. 5. Coordinates with all Medical Assistance units to ascertain computer information requirements and advise of available computer reports and published data. 6. Coordinates program activities with other divisions of the agency and other agencies. 7. Maintains up-to-date status on all on-going programs concerning MMIS. 8. Performs other duties as directed. </td> <td style="width: 20%; text-align: center; vertical-align: top;"> <p>Approx. % of Time</p> <p>20</p> <p>5</p> <p>5</p> <p>20</p> <p>25</p> <p>10</p> <p>10</p> <p>5</p> </td> </tr> <tr> <td colspan="2" style="text-align: right;">100%</td> </tr> </table>		<ol style="list-style-type: none"> 1. Assists in surveying, collecting, compiling, and evaluating program data in support of the Medical Assistance Division functions. 2. Established and implements administrative details including all report forms. 3. Prepares statistical studies and visual studies pertaining to the Medicaid Program. 4. Consults with division personnel concerning data essential in the development and formulation of program policies. 5. Coordinates with all Medical Assistance units to ascertain computer information requirements and advise of available computer reports and published data. 6. Coordinates program activities with other divisions of the agency and other agencies. 7. Maintains up-to-date status on all on-going programs concerning MMIS. 8. Performs other duties as directed. 	<p>Approx. % of Time</p> <p>20</p> <p>5</p> <p>5</p> <p>20</p> <p>25</p> <p>10</p> <p>10</p> <p>5</p>	100%						
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100%										

POSITION QUESTIONNAIRE PART I (Con't.)

<p>8. Machines or Equipment Operated; Indicate Per Cent of Time Spent on Each.</p>					
<p>9. Working Conditions; Indicate Number of Hours in Work Week Plus any other Factors which Describe the Conditions Under Which You Work.</p> <p>37.5 hours per week plus necessary overtime if required. Overnight travel required periodically.</p>					
<p>10. Supervision Received; Describe How Your Work is Reviewed by Your Supervisor.</p> <p>Receives general, oral and written instructions. Accomplishments are subject to review.</p>					
<p>11. Relationships or Contacts with Others; Exclude Supervisor and Those Supervised.</p>					
<p align="center">Title</p> <p>DSS Staff Data Processing Staff DHEW Staff</p>		<p align="center">Freq. of Contact</p> <p>daily freq. occas.</p>	<p align="center">Title</p>		<p align="center">Freq. of Contact</p>
<p>12. Supervisory Responsibilities; List the Number, Titles and Organization of Employees Supervised.</p>					
<p>A. Organization Unit</p>		<p>No. of Emp. Supervised</p>	<p>B. Job Titles of Three Highest Level Subordinates</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>		<p>No. of Emp.</p>
<p>Total No. of Emp. Supervised</p>					
<p>PART II TO BE COMPLETED BY IMMEDIATE SUPERVISOR</p>					
<p>13. Qualifications</p> <p>A. Minimum General Education</p> <p>B. S. Degree</p> <p>B. Specialized Education or Training</p> <p>Working knowledge of health care programs</p> <p>C. Minimum Work Experience</p> <p>Two years experience in an administrative or supervisory position.</p> <p>D. Special Skills or Attributes Required</p> <p>Ability to establish working relationships with people and the preparation of oral and written reports.</p>					
<p>14. Supervisor's Comments on Description of Employee Duties</p>					
<p>Employee's Signature</p>		<p>Date</p>	<p>Supervisor's Signature</p>		<p>Date</p>
<p>Department Head</p>		<p>Date</p>			

SCHEDULE A
STATE OF SOUTH CAROLINA
POSITION QUESTIONNAIRE

<p>1. Agency Name <u>S. C. Department of Social Services</u></p> <p>2. Section <u>Division of Medical Care</u></p> <p>3. Job Location (City and County) <u>Columbia - Richland</u></p> <p>4. Present Classification or Job Title</p>	<p>Reason for Request:</p> <p><input checked="" type="checkbox"/> New Position</p> <p><input type="checkbox"/> Reclassification Request</p> <p><input type="checkbox"/> Requested by State Personnel Division</p> <p><u>xx</u> Head Nurse</p>									
FOR PERSONNEL DIVISION USE ONLY										
<p>5. Job Title of Supervisor <u>Program Administrator</u></p> <p>6. Work is (Check appropriate box)</p> <table style="width: 100%;"> <tr> <td style="width: 33%;">Permanent</td> <td style="width: 33%;">Temporary</td> <td style="width: 34%;">Number of months</td> </tr> <tr> <td><input type="checkbox"/> Full Time</td> <td><input checked="" type="checkbox"/> Full Time</td> <td>of temporary <u>18</u></td> </tr> <tr> <td><input type="checkbox"/> Part Time</td> <td><input type="checkbox"/> Part Time</td> <td>employment <u>24 mos.</u></td> </tr> </table>	Permanent	Temporary	Number of months	<input type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Full Time	of temporary <u>18</u>	<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	employment <u>24 mos.</u>	<p>Classification Code</p> <p>Approved Class _____</p> <p>Class Code _____ Agency Code _____</p> <p>Slot Code _____</p> <p>Approval _____ Date _____</p>
Permanent	Temporary	Number of months								
<input type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Full Time	of temporary <u>18</u>								
<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	employment <u>24 mos.</u>								
<p>7. Description of Position</p> <p>A. General Responsibilities:</p> <p>Performs all functions as required by Program Administrator necessary to conduct the HCFA Medicaid/Medicare Integration Project.</p>										
<p>B. Specific Duties</p> <ol style="list-style-type: none"> 1. Maintain knowledge of MMIS, Federal and State Medicaid regulations, Title XIX and Title XVIII regulations as applicable to project. 2. Coordinates activities of the Project relevant to analysis of HCFA Utilization and reimbursement guidelines for all Medical Services. 3. Schedule Integration Project Activities to ensure timely completion of all requirements. 4. Develops and submits all Project reports. 5. Liaison activities with BC/BS of South Carolina as well as HCFA Personnel. 6. Attends and actively participates in all Integration Project meetings. 7. Develops and maintains all records relevant to the Project as required by HCFA. 										
<p>Approx. % of Time</p> <p style="border: 1px solid black; padding: 2px;">100%</p>										

AGENCY COPY

POSITION QUESTIONNAIRE PART I (Con't.)

8. Machines or Equipment Operated; Indicate Per Cent of Time Spent on Each.

9. Working Conditions; Indicate Number of Hours in Work Week Plus any other Factors which Describe the Conditions Under Which You Work.

Good; 37½ hours per week

10. Supervision Received; Describe How Your Work is Reviewed by Your Supervisor.

Results of work performed accessed by supervisor; conferences as necessary.

11. Relationships or Contacts with Others. Exclude Supervisor and Those Supervised.

Title	Freq. of Contact	Title	Freq. of Contact
Agency personnel	daily	HC/BS Personnel	weekly
Project Coordinator	daily	HCFA personnel	monthly
Project Team Members	daily		

12. Supervisory Responsibilities; List the Number, Titles and Organization of Employees Supervised.

A. Organization Unit	No. of Emp. Supervised	B. Job Titles of Three Highest Level Subordinates	No. of Emp.
		1.	
		2.	
Total No. of Emp. Supervised		3.	

PART II TO BE COMPLETED BY IMMEDIATE SUPERVISOR

13. Qualifications

A. Minimum General Education

Licensed as a Registered nurse by the South Carolina Board of Nursing.

B. Specialized Education or Training

A Bachelors Degree in Nursing and one (1) year experience as R.N., or, a Diploma in Nursing and two (2) years experience as R.N.; or an associate degree in nursing and three (3) years experience as R.N.

C. Minimum Work Experience

1. Special Skills or Attributes Required

1. Ability to plan, organize and supervise the work of others.

2. Ability to establish and maintain a satisfactory rapport with Integration Project

2 Team members at all levels.

14. Supervisor's Comments on Description of Employee Duties

Employee's Signature	Date	Supervisor's Signature	Date	Department Head	Date

SCHEDULE A

**STATE OF SOUTH CAROLINA
POSITION QUESTIONNAIRE**

1. Agency Name <u>S. C. Department of Social Services</u>			Reason for Request: <input checked="" type="checkbox"/> New Position <input type="checkbox"/> Reclassification Request <input type="checkbox"/> Requested by State Personnel Division <input checked="" type="checkbox"/> <u>Program Information Coordinator I</u>													
2. Section <u>Provider Resources</u>			FOR PERSONNEL DIVISION USE ONLY													
3. Job Location (City and County) <u>Columbia - Richland</u>																
4. Present Classification or Job Title			Approved Class _____													
5. Job Title of Supervisor <u>PROJECT ADMINISTRATOR</u>		Classification Code _____	Class Code _____ Agency Code _____													
6. Work is (Check appropriate box) <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Permanent</td> <td style="width:33%;">Temporary</td> <td style="width:34%;">Number of months</td> </tr> <tr> <td><input checked="" type="checkbox"/> Full Time</td> <td><input checked="" type="checkbox"/> Full Time</td> <td>of temporary</td> </tr> <tr> <td><input type="checkbox"/> Part Time</td> <td><input type="checkbox"/> Part Time</td> <td>employment <u>18 mos</u></td> </tr> </table>			Permanent	Temporary	Number of months	<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Full Time	of temporary	<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	employment <u>18 mos</u>	Slot Code _____				
Permanent	Temporary	Number of months														
<input checked="" type="checkbox"/> Full Time	<input checked="" type="checkbox"/> Full Time	of temporary														
<input type="checkbox"/> Part Time	<input type="checkbox"/> Part Time	employment <u>18 mos</u>														
7. Description of Position A. General Responsibilities: <p>Under limited supervision, is responsible for rapid assimilation of Medicaid rules and regulation to facilitate coordination with outside agencies toward development of joint comprehensive provider manuals and training programs; conducting said training programs and maintain liason with professional associations.</p>			Approval _____ Date _____													
B. Specific Duties: <table style="width:100%; border: none;"> <tr> <td style="width:85%;">- Coordination with DSS staff toward development of common objectives, time frames and limitations with regard to Medicaid Policy and goals of the project.</td> <td style="width:15%; text-align: center;">15</td> </tr> <tr> <td>- Coordination with outside sources to develop joint provider manuals.</td> <td style="text-align: center;">20</td> </tr> <tr> <td>- Writing, editing and obtaining approval for manuals.</td> <td style="text-align: center;">30</td> </tr> <tr> <td>- Development of training programs to include in house and outside coordination.</td> <td style="text-align: center;">15</td> </tr> <tr> <td>- Conducting seminars/workshops to explain policy and programs, assist in problem solving and develop working relationships with providers.</td> <td style="text-align: center;">15</td> </tr> <tr> <td>- Other duties as appropriate.</td> <td style="text-align: center;">5</td> </tr> </table>			- Coordination with DSS staff toward development of common objectives, time frames and limitations with regard to Medicaid Policy and goals of the project.	15	- Coordination with outside sources to develop joint provider manuals.	20	- Writing, editing and obtaining approval for manuals.	30	- Development of training programs to include in house and outside coordination.	15	- Conducting seminars/workshops to explain policy and programs, assist in problem solving and develop working relationships with providers.	15	- Other duties as appropriate.	5	Approx. % of Time	
- Coordination with DSS staff toward development of common objectives, time frames and limitations with regard to Medicaid Policy and goals of the project.	15															
- Coordination with outside sources to develop joint provider manuals.	20															
- Writing, editing and obtaining approval for manuals.	30															
- Development of training programs to include in house and outside coordination.	15															
- Conducting seminars/workshops to explain policy and programs, assist in problem solving and develop working relationships with providers.	15															
- Other duties as appropriate.	5															
			100%													

POSITION QUESTIONNAIRE PART I (Cont.)

8. Machines or Equipment Operated; Indicate Per Cent of Time Spent on Each.

Tape recorder - as needed

9. Working Conditions; Indicate Number of Hours in Work Week Plus any other Factors which Describe the Conditions Under Which You Work.

37.5 hours/week
frequent in-town travel
occasional out-of-town travel

10. Supervision Received; Describe How Your Work is Reviewed by Your Supervisor.

General supervision/overall review

11. Relationships or Contacts with Others; Exclude Supervisor and Those Supervised.

Title	Freq. of Contact	Title	Freq. of Contact
Other agency staff	daily	Regional/Federal HEW	frequently
Outside agencies	daily		
Professional associations	occas.		
Health Care providers	freq.		

12. Supervisory Responsibilities; List the Number, Titles and Organization of Employees Supervised.

A. Organization Unit	No. of Emp. Supervised	B. Job Titles of Three Highest Level Subordinates	No. of Emp.
		1.	
		2.	
Total No. of Emp. Supervised		3.	

PART II TO BE COMPLETED BY IMMEDIATE SUPERVISOR

13. Qualifications

A. Minimum General Education

Bachelor's Degree

B. Specialized Education or Training

--

C. Minimum Work Experience

Two years - social service, business or public administration, health related, or education.

D. Special Skills or Attributes Required

Ability to comprehend complex Health Care Financing programs, ability to communicate that knowledge verbally and in writing.

14. Supervisor's Comments on Description of Employee Duties

Employee's Signature	Date	Supervisor's Signature	Date	Department Head	Date
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SCHEDULE A
STATE OF SOUTH CAROLINA
POSITION QUESTIONNAIRE

1. Agency Name S. C. Department of Social Services			Reason for Request: <input checked="" type="checkbox"/> New Position <input type="checkbox"/> Reclassification Request <input type="checkbox"/> Requested by State Personnel Division <input checked="" type="checkbox"/> Secretary II				
2. Section Division of Medical Care			FOR PERSONNEL DIVISION USE ONLY				
3. Job Location (City and County) Columbia, - Richland							
4. Present Classification or Job Title							
5. Job Title of Supervisor Project Administrator		Classification Code					
6. Work is (Check appropriate box) <table style="width: 100%;"> <tr> <td style="width: 33%;"> Permanent <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time </td> <td style="width: 33%;"> Temporary <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time </td> <td style="width: 33%;"> Number of months of temporary employment 24 mos. </td> </tr> </table>			Permanent <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time	Temporary <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time	Number of months of temporary employment 24 mos.	Approved Class _____ Class Code _____ Agency Code _____ Slot Code _____ Approval _____ Date _____	
Permanent <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time	Temporary <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time	Number of months of temporary employment 24 mos.					
7. Description of Position A. General Responsibilities: <p>Under limited supervision, performs administrative and secretarial duties to assist the Medicaid/Medicare Integration Project Director and Team.</p>							
B. Specific Duties				Approx. % of Time			
1. Performs secretarial duties (i.e. typing, dictation, etc. for the Project Team.				100%			
2. Attends all meetings associated with Integration Project, composes, types and distributes minutes.							
3. In coordination with the Project Team Director composes and maintains all Status Reports.							
4. Sets up and maintains files for all computer printouts, correspondence and reports.							
5. Sets up conference rooms and coordinates all meetings.							
6. Insures that all supplies, equipment, and necessary support materials are available for Project Team members. Coordinates with Division Secretary.							
7. Screens and types all Integration Project Proposals. Sets up charts and graphs as needed.							
8. Types all correspondence for the Team. Composes replies to routine inquiries as required.							

POSITION QUESTIONNAIRE PART I (Con't.)

8. Machines or Equipment Operated; Indicate Per Cent of Time Spent on Each.

~~Typewriter~~ Calculator
copy Machines
Cathode Ray Terminal (CRT)

9. Working Conditions; Indicate Number of Hours in Work Week Plus any other Factors which Describe the Conditions Under Which You Work.

37.5 hours per week
Working conditions excellent.

10. Supervision Received; Describe How Your Work is Reviewed by Your Supervisor.

All correspondence and reports are reviewed by Supervisor. Conferences as needed.

11. Relationships or Contacts with Others; Exclude Supervisor and Those Supervised.

Title	Freq. of Contact	Title	Freq. of Contact
DSS Project Team members	daily	Health Care Financing Project	
Blue Cross and Blue Shield Project		Team members (Regional and Central	
Team members	weekly	offices)	weekly
Other DSS Staff	DSS		

12. Supervisory Responsibilities; List the Number, Titles and Organization of Employees Supervised.

A. Organization Unit	No. of Emp. Supervised	B. Job Titles of Three Highest Level Subordinates	No. of Emp.
N/A		1.	
		2.	
Total No. of Emp. Supervised		3.	

PART II TO BE COMPLETED BY IMMEDIATE SUPERVISOR

13. Qualifications

A. Minimum General Education

High School Education

B. Specialized Education or Training

Secretarial, general office

C. Minimum Work Experience

two (2) years secretarial

D. Special Skills or Attributes Required typing skills, ability to take dictation or use dictating machine. Ability to write clearly and concisely.

14. Supervisor's Comments on Description of Employee Duties

Duties adequately described.

Employee's Signature	Date	Supervisor's Signature	Date	Department Head	Date

STATE OF SOUTH CAROLINA

POSITION QUESTIONNAIRE

Continued from Page 1

7. B. Specific Duties	Approx. % Of Time
<p>9. Keeps address and telephone file for all Project Team members and other resource personnel.</p> <p>10. Maintains log of expenditures for documentation of project costs. This includes, but is not limited to, all travel cost, supplies, printing, salaries, and long distance phone calls.</p> <p>11. Maintains all updates all reference materials required by the Project Team. This includes the Medicare Carriers Manual and the Reimbursement and Utilization Review Guidelines Manual.</p> <p>12. Maintains travel schedule and itinerary for the Project Team Director. Insures that travel arrangements are coordinated for all Project Team members. Maintains log of all out of state conferences attended and coordinates to complete necessary travel vouchers.</p> <p>13. Takes dictation or uses dictaphone machine as required.</p> <p>14. Receives and routes telephone inquiries. Greets and directs visitors.</p> <p>15. Performs other duties as directed.</p>	



cc: V.P. B. A. Daetwyler
V.P. Robert W. Denton
V.P. David P. Rinker
Asst. V.P. Douglas Fitzgerald

UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF OPERATIONS

April 10, 1980

EXHIBIT

APR 29 1980 NO. 1

STATE BUDGET & CONTROL BOARD

State Budget and Control Board
212 Wade Hampton Office Building
P. O. Box 12444
Columbia, South Carolina 29211

Attention: Mr. William A. McInnis

SUBJECT: Consulting Services - Custodial Operations

Gentlemen:

In 1974, the University had a \$50,000 study of our custodial services performed by Service Engineering Associates of Atlanta, Georgia. As a result of that study, several organizational changes were made, a training program was installed and, since then, custodial productivity has materially increased.

In view of current tight budgetary considerations, we think renewed attention should be given to the possibility of additional productivity improvements. Accordingly, we think it would be desirable to have Service Engineering Associates update their 1974 recommendations. In addition, since 1974 the University has added 1,071,136 square feet of new academic and general space. In the coming year, we anticipate there will be an additional increase of 144,931 square feet as we become responsible for the Former Federal Building and the renovated Barnwell College.

As shown on the attached February 27, 1980 "Proposal for Consulting Services", the proposed study would not be as extensive as the original one and is budgeted only at \$14,600. The previous study was financed from University operating funds and we believe that it would be appropriate to do the same with the present proposal. Accordingly, we would like permission to enter into this contract with Service Engineering Associates, and hope that the results will be as fruitful as their first study.

Yours truly,

H. Brunton
Vice President - Operations

HB/mf/as

Enclosure



PROPOSAL FOR CONSULTING SERVICES

TO: University of South Carolina
Columbia, SC

DATE: February 27, 1980

THE SERVICE: Service Engineering Associates, Inc. proposes a consulting service to secure the client's custodial objectives at the lowest cost. The work is directed by professional engineers with broad experience in the Facilities Management field. Work commences at a date mutually convenient, usually within a month after acceptance of the proposal.

UPDATE OF 1974 PROGRAM

Service Engineering Associates provided consulting work for the University of South Carolina in 1974. The first phase of this program encompassed manpower recommendations, job assignments, procedures and frequencies. Implementation of the program and the development of training slides was the second phase of the service.

Our work in the updating of the 1974 program will consist of:

1. SURVEY AND DATA COLLECTION PROCEDURE

A comprehensive survey will be conducted of the University facilities using special forms and techniques developed for this purpose, to obtain the data necessary for complete program development.

The survey will specifically concern the custodial operations. The survey will provide a compilation of all variables relating to custodial activities necessary for the statistical analysis and the application of time standards. A detailed physical survey will be conducted of each area of all buildings added since the 1974 study on the campus. Interviews will be held with concerned parties, including department heads, faculty members, staff members, lead custodians, custodial workers, etc.

The University is asked to provide schematic layouts of all buildings.

2. ANALYSIS OF DATA

An engineering analysis will be conducted in the S-E-A office by the same consultants involved in the survey. This analysis will provide a creative, non-critical approach to the attainment of the University's cost and quality objectives. Additional surveys may be conducted during this phase for the evaluation of tentative conclusions.

The variables to be analyzed include:

- a. types of construction
- b. age of buildings

- continued next page -

2. ANALYSIS OF DATA (continued)

- c. usage of each area
- d. traffic patterns
- e. usage hours and schedules
- f. building surfaces
- g. degrees of obstruction
- h. special events
- i. other factors affecting the soiling and cleaning of the buildings
- j. objectives and limitations as set by management

3. CUSTODIAL OPERATIONS MANUAL

This manual will provide a complete and comprehensive operations program for the custodial function within each building. It will provide a complete plan of action, covering such subjects as:

- a. Organization of the custodial function, with indication of levels of responsibility and authority.
- b. Supervisory requirements.
- c. Exact staffing requirements for accomplishing the cleaning work in each building.
- d. Standardized housekeeping procedures, including routine cleaning tasks and frequencies and project tasks.
- e. Individual work assignments for each worker, based upon the application of time allowances.
- f. Work hours, work days, and methods of providing relief.
- g. Equipment requirements in each building.
- h. Ordering, inventory, and distribution instruction for materials and supplies.
- i. Standardized materials list.
- j. Daily work schedules.
- k. Delineation of maintenance duties to be performed by custodial personnel, if any.
- l. Supervisory instruction, including motivation, discipline, etc.
- m. Inspection and evaluation system.
- n. Other items concerning the custodial operations.

- continued next page -

UNIVERSITY OF SOUTH CAROLINA
Columbia, SC
February 27, 1980

4. REVISIONS

Revisions will be made to the Documents as needed, including all changes and accepted recommendations and resubmitted to the University Administration. The programs will then be ready for implementation.

VALIDATION: This proposal is valid for a period of 90 days.

THE FEE (including all travel and expenses):

For updated program.....\$14,600

PAYMENT SCHEDULE:

Four monthly payments of \$5,110, \$3,650, \$2,920 and \$2,920, respectively.

ACCEPTED:

Name *Bl. D. Taylor*

Title System Vice President for Finance

Date April 9, 1980

Purchase Order #

Respectfully submitted:

SERVICE ENGINEERING ASSOCIATES, INC.

E. B. Feldman

Edwin B. Feldman, P.E.
President

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

APR 15 1980

Name of State Agency: Wildlife & Marine Resources

Date of Report: 4/10/80 Prepared by: T. S. Kohl Saat

Name of Consultant or Firm: W. R. Williams, Jr.

Address of Consultant or Firm: 15 S. Main St., Travelers Rest, S. C.

Terms of Consultant Contract:

Beginning Date: 4/21/80 Ending Date 7/11/80

Rate of Pay: \$ 0.38 per lineal foot ; Maximum under this contract: \$ 15,000

Source of Funds: S.C. Recreation Land
Trust Fund (100%); (%); (%).

Purpose or Goal of Consultant:

Conduct a boundary survey and prepare a plat for a tract of land
in Greenville County known as the "Watson-Cooper property", to be
acquired by this Department.

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes X No

If yes, How many Bids or Proposals were Received? 2

EXHIBIT

APR 29 1980 NO. 1

STATE BUDGET & CONTROL BOARD

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 2

BLUE AGENDA

MEETING OF April 29, 1980

ITEM NUMBER

3

STATE BUDGET & CONTROL BOARD

Agency: Clemson University

Subject: A&E Selection Approval Request (Small Projects)

Clemson University has selected Tectonics Engineering Consultants, Inc., to prepare shop drawings, specifications, assist in bidding and to supervise the replacement of all water pipes in the livestock laboratory building located at the Sandhill Experiment Station near Pontiac. This selection was made under the small projects procedure and a maximum fee of \$1,800 is proposed.

The required selection procedure has been followed.

Board Action Requested:

Approve selection of Tectonics Engineering Consultants, Inc., for referenced project.

Staff Comment:

Attachments:

Report on Consultants form and attachments

STATE AUDITOR'S OFFICE

REPORT ON CONSULTANTS

APR 15 1980

EXHIBIT

Name of State Agency: Clemson University
Date of Report: April 3, 1980 Prepared by: WJ
Name of Consultant or Firm: Tectonics Engineering Consultants, Inc.
Address of Consultant or Firm: 828 Woodrow Street, Columbia, S. C. 29205

APR 29 1980

NO. 2

STATE BUDGET & CONTROL BOARD

Terms of Consultant Contract:

Beginning Date: April 15, 1980 Ending Date June 30, 1980Rate of Pay: \$ 1800.00 per job; Maximum under this contract: \$ 1800.00Source of Funds: Institutional (%); Revenue (%); (%).

Purpose or Goal of Consultant:

To prepare shop drawings, specifications, assist in bidding, and supervise replacement of all water pipes in Livestock Laboratory building located at Sandhill Experiment Station near Pontiac (Columbia). Fee payable 80% upon completion of drawings, 20% at completion of job.

Was this Individual or Firm Selected through the Submission of Bids or Proposals?

Yes X No

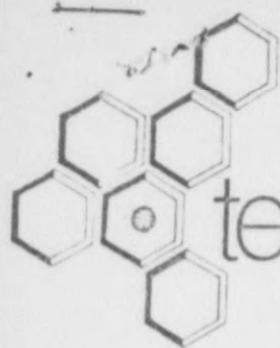
If yes, How many Bids or Proposals were Received? Other firm recommended
by State Engineer failed
to return calls after he
looked at the job site.

RECEIVED
STATE BUDGET AND
CONTROL BOARD

APPROVED
APR 29 1980

Small A+E Project Procedure
STATE BUDGET AND CONTROL BOARD

WA McInnis



tectonics engineering consultants inc.

EXHIBIT

APR 29 1980

NO. 2

STATE BUDGET & CONTROL BOARD

12 February 1980

Clemson Livestock Laboratory
P. O. Box 218
Elgin, SC 29045

ATTN: Mr. W. J. Stamey
RE: Water pipe renovations for
Clemson Livestock Laboratory

Dear Mr. Stamey:

I appreciate the opportunity to meet with you a few days ago concerning the renovation of your domestic water lines. It is my understanding that:

1. You would like all existing galvanized water lines replaced with copper or PVC.
2. Construction to take place in such a manner as to minimize the amount of water off time for your building.
3. Water pressure to be increased to an acceptable level.

A ballpark guess at the contractor cost for the above referenced work is \$10,000 to \$15,000.

It is my understanding that the engineering services you desire are:

1. Investigation and study of existing water pipes to determine exact needs of existing system.
2. All required calculations.
3. Preparation of contract documents consisting of drawings, specifications, and bid forms.
4. Reproduction of contract documents for bidding.
5. Assistance in taking of bids.
6. Checking of shop drawings.

EXHIBIT

APR 29 1980

NO. 2

STATE BUDGET & CONTROL BOARD
12 February 1980

Mr. Stamey

-2-

7. Progress inspections throughout the construction period and final inspection.
8. Assistance in reviewing progress payments to the Contractor.

For these services, our fee would be \$1,800.00 (one thousand, eight hundred dollars) payable in the proportions of 80% at completion of design of drawings and specifications and the balance of 20% due after completion of construction.

If you decide to have us proceed with the work, we would be able to start within a few days after notification and should be able to complete the documents in three to four weeks.

If the above is acceptable to you, please sign below and return one copy to us.

Yours truly,

W. Zach McGhee, Jr., PE

WZM/fdb

Encl.

PROPOSAL FOR WORK AS SPECIFIED ABOVE, ACCEPTED:

SIGNATURE

DATE

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 3

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

ITEM NUMBER

2

STATE BUDGET & CONTROL BOARD

Agency: Department of Corrections

Subject: Site for Coastal Region Correctional Facility

As a follow-up to the discussion at the April 8 Board meeting, representatives from the Department of Corrections will appear before the Board to discuss further the referenced subject.

As background for this discussion, a review of the Department's ten-year capital improvements program will be presented.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Copy of Department of Corrections ten-year capital improvements program

PRESENTATION TO THE SOUTH CAROLINA BUDGET AND CONTROL BOARD

by Eugene N. Zeigler, Chairman
South Carolina Board of Corrections
April 29, 1980

EXHIBIT

APR 29 1980 NO. 3

STATE BUDGET & CONTROL BOARD

Governor Riley, members of the Budget and Control Board--I appear before you today as Chairman of the State Board of Corrections to voice the Board's vigorous opposition to a contemplated nine-month to one-year delay of capital improvements projects scheduled to be commenced by the Department of Corrections, and to urge that you reaffirm your decision to authorize the Department of Corrections to commence construction of a 528-bed, medium-security facility on the Clemson property near Summerville in Dorchester County. Time is of the essence in both funding and site selection. Delay in either or both will waste State funds and invite chaos in the prison system of South Carolina.

When Governor John West appointed me to the Board of Corrections in January, 1975, to fill the unexpired term of the late "Dickie" Palmer, one of my former colleagues in the Senate is reported to have asked another Senator, "I wonder how Nick will get along with the prisoners?" The other, recalling two of my recent defeats in running for state-wide office, replied, "Don't worry about Nick, he'll get along better with the prisoners than he did with the politicians."

Ideally, the person filling the position of Chairman of the Board of Corrections should be able to get along equally well with both politicians and prisoners. It is my hope that I can achieve that salutary balance this morning.

Never have I blushed, however, at being called a politician. I am confident none of you have. My personal and political association with each of you goes back at least twenty years, including service in the House of Representatives, in the Senate, and even as a special judge in Richland County. It was in this last capacity that I had the pleasure of having State Treasurer Grady Patterson appear before me as an advocate. He was in the Attorney General's Office, and I am heartened this morning by the recollection that I decided the case in favor of the State of South Carolina. The closeness of my association with each of you made me resolve in this new association to pay you the most sincere compliment one politician can pay another--I am going to level with you--I am going to tell it like it is. There are three areas of discussion: The Ten-Year Plan, the Mattison law suit and the duties of the Board of Corrections.

FIRST, THE STATE ADOPTED IN 1976 A RATIONAL PLAN TO SOLVE THE PROBLEM OF OVERCROWDING--THE TEN-YEAR CAPITAL IMPROVEMENTS PROGRAM. It is the keystone to improving conditions in our state prisons. That program is designed to meet the South Carolina Department of Corrections' requirements for correctional institutions, and essential support facilities for the ten-year period ending June 30, 1989. This plan has endeavored to incorporate two basic ideas: adequate construction to relieve overcrowding in South Carolina prisons and regionalization of correctional facilities.

INMATE POPULATION GROWTH

The inmate population of the Department increased dramatically during the 1970's and made construction of new bedspaces not only advisable but also absolutely essential. The average daily number of prisoners increased from

2,537 in Fiscal Year 1969-70 to 7,623 in Fiscal Year 1978-79. The greatest increase was experienced during Fiscal Years 1974-75 and 1975-76 when the number of prisoners under the Department's jurisdiction increased by 85.2 percent, from 3,693 on June 30, 1974 to 6,840 on June 30, 1976. When Governor West appointed me to the Board five years ago, there were about 4,000 prisoners. Today there are over 8,000.

The unprecedented inmate population increase has resulted in critical overcrowding of our facilities. This, together with the constant strain placed on its financial resources, became a major concern of the Department. Measures taken to overcome this problem included the renovation of existing facilities, expanded use of agreements whereby inmates are housed in county jails and other designated facilities, revision of youthful offender institutional release policies, and periodic revision of capital improvements plans.

Although these measures have slowed the growth of the prison population, the number is increasing at approximately 250-300 per year. There is no way that either the Board of Corrections or the Budget and Control Board can put a moratorium on inmate population growth.

BACKGROUND ON CONSTRUCTION PROGRAM

Because the needs for inmate housing, by necessity, require four to five years lead time from the initiation of fund procurement to the opening of a facility, timely action is critical. A Five-Year Plan was developed in 1974 which called for the closing of the Central Correctional Institution where overcrowding and inhumane conditions were scandalously bad and for the expenditure of \$47.5 million to replace it.

Approval was given for issuance of capital improvement bonds in the amount of \$37.5 million; however, it proved to be too little and too late. The painful facts are these:

- (1) There was a one-year freeze resulting in the statutory limitation placed on bonded indebtedness. No construction could be initiated or continued with inmate labor.
- (2) In 1976, the General Assembly authorized the release of \$20.6 million for construction, conditioned upon prior approval by the Budget and Control Board. As part of its requirements for approval, the Budget and Control Board ordered the development of a Ten-Year Growth and Capital Improvement Plan to replace the Five-Year Plan before releasing any of these funds. Additionally, the prison population was increasing so rapidly that closing the Central Correctional Institution became virtually impossible.
- (3) It took approximately one year to develop a Ten-Year Plan, and new construction to meet over population was at standstill. The completed plan, presented to the Budget and Control Board in January, 1977, provided for the construction of twenty (20) new correctional facilities, and the addition to and renovation of certain of our existing facilities to provide 8,064 new bedspaces at a cost of \$116.1 million in 1976 constant dollars. That dollar no longer exists.

- (4) In order to reduce architectural fees and ensure efficient operation of the construction program for the twenty new facilities called for by the Ten-Year Plan, the Budget and Control Board withheld the release of the \$20.6 million until prototypical designs for construction could be developed and a construction manager employed. Developing prototypical designs and hiring a construction manager consumed approximately another year.

As a result of these delays, the contracts for the construction of the first two facilities for which funds were originally authorized in 1975 could not be awarded until November/December, 1978.

At the request of the Budget and Control Board, the Ten-Year Capital Improvements Plan has been updated each year since 1976 to reflect changes in inmate population projections and construction cost. A total of \$66.5 million has been approved for the Department to complete projects included in the first three phases of the Ten-Year Plan. This includes the 528-bed, medium-security facility in the coastal area. All of these projects are scheduled to be completed by June 30, 1982.

ONE-YEAR MORATORIUM ON CONSTRUCTION

In this season of financial conservation and retrenchment, I can appreciate the reasons for the Budget and Control Board's decision to declare a one-year moratorium on all construction. Such a freeze, however, places the Board of Corrections in an untenable position, if any significant change for the better in the overcrowding of our prisons is going to take place.

The State cannot afford further delays in our construction efforts. According to statistics issued by the United States Department of Justice for yearend 1976 and 1977, South Carolina incarcerates more adults per 100,000 persons than any other state in the nation. We cannot even thank God for Mississippi in this situation. Internationally, however, the picture is brighter. Dr. Hardy Wickwar informs me that South Carolina has a higher incarceration rate than all of the nations of the free world, except for South Africa. So we can comfort ourselves by saying, "Thank God for South Africa!"

Our problems are more acute because we must try to do more with less, and time does not wait for us. The prisoners continue to pour in. Briefly stated, the one-year moratorium on construction will have appallingly adverse effects, as follows:

- (1) At the current rate of inflation (approximately 13 percent), the one-year moratorium will add more than \$4,500,000 to the cost of the remainder of our approved Ten-Year Plan projects.
- (2) A one-year moratorium will result in an almost two-year delay in our construction because:
 - (a) Our twenty (20) civilian construction workers who will have to be laid off will not be available for rehire when the moratorium is lifted.
 - (b) The recruitment and training of inmate construction crews will be disrupted because these individuals will have to be reassigned,

and it will take several months to get those who have not been released reassembled once the moratorium has been lifted.

(c) Due to the critical need for additional bedspace, a significant portion of the work now planned to be done with inmate labor will have to be accomplished through contract at a higher cost once the moratorium is lifted.

(d) The one-year delay will probably require the cancellation and renegotiation of several contracts which are under consideration but have not yet been executed.

Our best estimates are that these delays will add an additional \$2.9 million to the cost of projects that will be suspended as a result of the moratorium.

Because the one-year moratorium on construction will have such a severe adverse impact on the Department of Corrections, the Board of Corrections is convinced that this Agency should be exempt from the freeze. We feel that exempting the Department of Corrections from the freeze would not only help us to cope with the enumerable operational problems, but we also believe that it will save money in the long run. The cost of the projects which would be frozen will obviously be less if done now, simply by avoiding the adverse effects of inflation. Additional savings may result if the projects continue on schedule because of increased competition resulting from layoffs in the private construction industry. Many construction firms would, no doubt, work for less profit now in order to obtain our business.

EXHIBIT

APR 29 1980 NO. 3

REGIONALIZATION OF CORRECTIONAL FACILITIES

STATE BUDGET & CONTROL BOARD

The other important factor of the Ten-Year Plan is the disbursal of inmates over the State. This has an equally rational basis and a history of thoughtful study.

The Spring of 1973 marked the completion of a comprehensive study of far-reaching magnitude for adult corrections in South Carolina. The recommendations of that study, South Carolina Adult Corrections Study, were endorsed by the Governor's Committee on Criminal Justice, Crime and Delinquency in July 1973; and the overall concept of regionalized corrections set forth in the study was adopted as policy by the South Carolina Department of Corrections. Since that time, major efforts of the Department have been directed toward the regionalization of adult corrections in South Carolina. The 528-bed, medium-security facility proposed for the Clemson site is an essential part of the regionalization plan.

DORCHESTER COUNTY SITE PROBLEMS

By letter dated March 11, 1980, and signed by Mr. Rudy Counts (See Attachment #1), the Budget and Control Board authorized the transfer of approximately 200 acres of the former Clemson Experiment Station property near Summerville in Dorchester County to the South Carolina Department of Corrections for the construction of a 528-bed, medium-security facility for inmates from the Coastal Region. On April 8, the Dorchester County Legislative Delegation appeared before the Budget and Control Board asking that the transfer of this property be

rescinded. The Board of Corrections respectfully requests that you deny the appeal by the Dorchester County Legislative Delegation and permit us to move forward with construction. We need the bedspace. We need to act with fiscal responsibility. Our best estimate is that each month that this project is delayed costs the taxpayers an additional \$175,000. This means that we will either have to build a smaller facility or secure additional funds.

Let me give you some background concerning our efforts to secure a site for this facility.

Our initial plan was to build this facility on a portion of the 1,100 acres on the MacDougall Youth Correction Center near Holly Hill in Berkeley County. Because this land was already owned by the State, no funds were requested for land purchase for this facility. We advised Senator Dennis of our plans (see Attachment #2), and initial indications were that there would be no opposition from that community in Berkeley County. Following established practice, the Department of Corrections decided that a public hearing would be advisable. As a result of substantial public opposition by citizens of Berkeley County and Senator Dennis, the Board of Corrections agreed to relocate the facility if a suitable site could be obtained at no additional cost.

The Department of Corrections then learned of the Clemson property located near Summerville in Dorchester County. A successful effort was made to have the Budget and Control Board transfer approximately 200 acres of this land to the Department for facility construction. Opposition then arose in Dorchester County. At the request of the Dorchester County Council, a public hearing was held on March 6 in Summerville. After several additional meetings with the

Dorchester County officials, the Board of Corrections directed the Commissioner to proceed with plans to construct the facility on the Clemson site; however, the Board did agree to give the Dorchester County Council thirty (30) days in which to find a mutually acceptable alternate site which could be exchanged at no cost. During this thirty-day delay, the South Carolina Department of Corrections' staff and representatives of the Dorchester County Administrator's Office explored more than a dozen possible sites which could be obtained without additional cost and jointly recommended three of these to the County Council as acceptable alternate sites. After two separate deliberations, the County Council was adamant in refusing to accept either of these recommendations. In fact, in their meeting on April 7, the Dorchester County Council met and unanimously voted to oppose the location of this facility anywhere in Dorchester County (see Attachment #3). This unbending attitude has been the subject of editorial comment in the Summerville Journal Scene on April 25, 1980 (See Attachment #4). Obviously, this is a matter of concern not just to the Department of Corrections but to other segments of the Criminal Justice System as well. Upon learning of this controversy, the South Carolina Law Enforcement Officers Association issued a resolution supporting the Department's efforts to construct a facility on the Clemson property (See Attachment #5).

The net result is this. The Board of Corrections is being frustrated in using two State-owned tracts of land which are suitable in every way for the building of a vitally needed prison. There are no funds appropriated for the purchase of a site. It is the Board's position that it would be fiscally irresponsible to ask for funds for site purchase under these circumstances. If this course were taken, it would necessitate going back to the Legislature to ask for additional funds. That would result in many months of further

unnecessary and costly delay; and it would be, in my opinion, also futile. The Department of Corrections is operating with a deficit of nearly \$1 million for the fiscal year (1979-80). The present appropriation for the Department for 1980-81 has a built-in deficit of nearly \$2 million. No amount of personal pleading on my part or the Commissioner's part has changed that unhappy situation so the possibility of securing funds for the purchase of land under these circumstances would seem to be remote.

In dealing with the problem of site acceptance, if there has been any failing on the part of the Board and staff of the Department of Corrections, it has not been an insensitivity to the needs and wishes of the people of Berkeley and Dorchester Counties. To the contrary, the Department has gone the proverbial "extra mile" in trying to accommodate the conflicting views of the persons living in those counties, but to no avail.

SECOND, THE DEPARTMENT OF CORRECTIONS IS IN THE FEDERAL COURT; AND JUSTICE IS BEING REQUIRED OF US WHETHER WE LIKE IT OR NOT.

As you are aware, the Department of Corrections is making a concerted effort to comply with the provisions of the negotiated consent agreement in the Mattison v. South Carolina Board of Corrections, Civil Action Number 76-318, which alleges overcrowding and unsafe conditions at the Central Correctional Institution (see Attachment #6). The Board of Corrections entered into that negotiated consent agreement on the advice of the Attorney General and after obtaining concurrence from both the Budget and Control Board (see Attachment #7) and the General Assembly (see Attachment #8). Compliance with this agreement is largely contingent upon the timely construction of the additional facilities

called for in our Ten-Year Plan approved by the Budget and Control Board. Without it, it is doubtful that the plaintiffs would have been willing to negotiate an agreement rather than litigate. I am represented personally in that suit and signed the consent agreement relying upon the State's commitment to carry out the Ten-Year Plan. Without that assurance, I would not have done so. If the State indicates that it is faltering in carrying out its commitment to the Ten-Year Plan, either by a moratorium on construction or delay in authorizing the building of 528-bed facility in Dorchester County, I, personally, shall consider petitioning the District Court to allow me to remove my name as a consenting defendant. In good conscience, I cannot agree to relieve overcrowding if the Board is denied the funds necessary to do the job. It is my opinion that if the negotiated settlement of the Mattison suit falls apart, it will occur to some party to the law suit to make the Budget and Control Board a defendant so that orders of the court will fall directly on them rather than indirectly through the Board of Corrections. The seriousness of the situation is underscored by a letter dated April 24, 1980, from Deputy Attorney General C. Tolbert Goolsby, Jr. (See Attachment #9).

While it is true that the Mattison suit focuses only on the Central Correctional Institution, many of our other facilities are more overcrowded than the Central Correctional Institution was at the time the suit was filed. If you look at the figures, to relieve the overcrowding at CCI we have tripled the occupancy of almost each cell at Kirkland. Unless our construction program moves forward without interruption, there is a high probability that other litigation will be filed on the basis of overcrowding in other institutions. In fact, inmates from other facilities have alluded to this possibility. We believe that further litigation has been prevented because we have been able to

convince the inmates that our on-going construction program for the entire prison system is bringing relief into sight.

The Board of Corrections is supporting Commissioner Leeke's efforts to provide adequate housing and to prevent further judicial intervention. As you know, more than twenty State correctional systems are defendants in Federal litigation alleging unconstitutional conditions in their prisons. The Federal Courts have made it quite clear that once the State deprives an individual of his freedom, it must provide the resources necessary to maintain that individual under constitutionally acceptable conditions. The Federal Courts do not take into consideration the resources available to the State, balanced budgets, or high interest rates when they issue their mandates. The Board of Corrections is convinced that any further delays will place the Department of Corrections and the State of South Carolina in grave jeopardy of Federal litigation, which will be far more costly than any savings which might result from a one-year moratorium on construction.

THIRD, THE BOARD OF CORRECTIONS HAS THE STATUTORY AND MORAL DUTY TO RUN A PRISON SYSTEM WITH HUMANE FIRMNESS.

It is fashionable among politicians who want to give a reassuring touch of conservatism to their speeches to quote Edmund Burke. I do not claim to be an exception to this practice. Mr. Burke in defending the American Colonies against the argument that the British parliament had the legal right to tax them although they were not represented in that body, said "It is not what a lawyer tells me I may do, but what humanity, reason, and justice tell me I ought to do."

I have argued the reasonableness of the Ten-Year Plan and the justice which is being required by the Federal Courts. I have saved the discussion of our obligation to humanity for last, even though Burke places it first in his trilogy.

As all of you are aware, the South Carolina Department of Corrections is mandated to provide proper housing and care (food, clothing, and management) to include humane treatment and opportunity, encouragement and training in the matter of reformation. Quite clearly, the Agency's ability to meet its obligation as reflected in the above-mandate is completely dependent on the General Assembly's and the Budget and Control Board's providing the proper resources with which to satisfy these constitutional and statutory duties (Article XII, Section 2, South Carolina Constitution and Sections 24-1-20 and 24-1-30, South Carolina Code of Laws, 1976).

The inmates of our prisons have no alumni associations, no well financed lobbyist, and no powerful Legislators to press their demands on state government. That duty must fall on the Board of Corrections and on the conscience of every citizen of this State. It has been said that one can judge the character of a nation by its prisons. Carll Tucker in a recent article put it as follows:

Many countries have harsh prisons, far harsher, I am told, than ours. But those countries have not set themselves up as model defenders of human rights or as abjurors of punishments cruel or unusual. Their abominable prisons may be consistent with their political philosophy. Ours are not. Unpleasant though it may be, we must stop ignoring what is ugly, admit and address our imperfections.

I have great confidence in the innate sense of decency and fairness of the people of South Carolina. It is our purpose and duty to make the State's prisons reflect that sense of decency and fairness.

CONCLUSION

We feel that the staff of the Department of Corrections and the Board of Corrections have done everything possible to cooperate with the Dorchester County officials. I categorically deny the charge that they or the Board have been guilty of arrogance. We recognize that no one wants a prison in his community; however, we have a very real problem. Our facilities are overcrowded. We are trying to keep faith with a consent agreement resulting from this overcrowding. Our population is continuing to rise. Inflation is steadily escalating construction costs, and we have reached the point where we must begin construction. This is the State's problem, not solely a Department of Corrections' or Board of Corrections' problem. We are dependent on your understanding and continued support if we are to meet our statutory and moral responsibilities; therefore, the Board of Corrections urgently and respectfully requests that the Budget and Control Board: (1) deny the appeal by the Dorchester County Legislative Delegation to rescind the transfer of property to the Department of Corrections and authorize us to proceed with the construction of a 528-bed, medium-security facility on the Clemson site near Summerville in Dorchester County and (2) exempt the Department of Corrections from the moratorium on construction so that we may proceed with the construction of this and other facilities which this Agency so desperately needs.

Attachment #1
RECEIVED

MAR 13 1980

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

300 GERVAIS STREET, COLUMBIA, S.C. 29201



March 11, 1980

R.D. COUNTS
DIVISION DIRECTOR
803/758-2226

EXHIBIT

APR 29 1980

NO. 3

STATE BUDGET & CONTROL BOARD

*See Leach -
see action
Board Member
Info
Batsou
meet.
W.J. Allen*

Mr. William D. Leeke
Commissioner
S.C. Department of Corrections
P. O. Box 21787
Columbia, South Carolina 29210

Dear Bill:

The Budget and Control Board directed that we assign approximately 200 acres of the Clemson Coast Experiment Station property to your agency.

I have delineated in red the boundaries of that portion of the property we discussed by phone several days ago. This is approximately 208 acres, and I will notify the Board at its meeting March 11 of this assignment.

Please advise when all of the environmental issues have been settled and when you would propose to begin construction.

Very truly yours,

Rudy
R. D. Counts
Division Director

RDC:hc

Enclosure



south carolina department of corrections

P. O. BOX 21787 / 11111 BRIDGES RIVER ROAD / COLUMBIA, SOUTH CAROLINA 29221
TELEPHONE: (803) 258-4333
WILLIAM D. LEENE, Commissioner

ATTACHMENT #2

11-2101
819-4635

December 18, 1978

EXHIBIT

The Honorable Renibert C. Dennis
Dennis & Dennis
Moncks Corner, South Carolina

APR 29 1980 NO. 3

STATE BUDGET & CONTROL BOARD

Dear Senator Dennis:

In my presentation to the Budget & Control Board on December 13, 1978 I requested that an additional \$31,895,261 in capital improvement bond funds be made available to the Department of Corrections by the General Assembly during its 1979 session. Hopefully, the Budget & Control Board and the General Assembly will act favorably on this request.

Since site acquisition is a major problem I am taking this opportunity to request your guidance with respect to one institution included in our request for additional funds. Plans for our next phase of construction call for a 528 bed medium security institution in the Coastal Region. We would like to construct that facility in Berkley County on a portion of the land now occupied by the MacDougall Youth Correction Center. This site offers several advantages to us:

1. There would be no land acquisition costs since the Department of Corrections now owns more than 1,000 acres in this tract.
2. Services and staff between the new institution and MacDougall Youth Center could be more efficiently coordinated and supervised.
3. We have operated the MacDougall Youth Corrections Center at this location for more than ten years and with excellent cooperation and support from the community.

We have already received funds and obtained sites for three institutions of similar size in the Appalachian Region.

This 528-bed institution is needed in the Coastal Region to accommodate inmates sentenced from that area. Almost a third of our commitments come from the Coastal Region, and our facilities in that area are limited to the MYCC and community pre-release centers located in Charleston and Florence.

BOARD OF
CORRECTIONS

CHARLES C. MOORE
Chairman
Spartanburg, S.C.

CLARENCE E. WATKINS
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Member
Stark, S.C.

BETTY M. CONDON
Member
Mt. Pleasant, S.C.

GOV. JAMES B. EDWARDS, Member, Ex-Officio, Columbia, S.C.

Page 2
R. Dennis

If this facility is located in Berkeley County, I can assure you that we will continue to be good neighbors. In addition, this institution will be an economic asset to the community because it will employ more than 100 permanent staff.

I would like to meet with you at your convenience to discuss this matter in more detail.

Sincerely,



William D. Leeke
Commissioner

WDL:jd

cc Mr. Charles A. Leath
Dr. Hubert M. Clements

Council Opposes Prison

By CHARLES WEBB
Staff Reporter

SUMMERVILLE — Dorchester County Council voted unanimously Monday night to oppose location of a planned state prison facility anywhere in the county.

Members of council plan to attend a meeting of the state Board of Corrections in Columbia today to present council's resolution.

The state board has voted to locate a 528-bed medium-security prison at a state-owned site just outside Summerville unless the county comes up with an alternate site by today.

Council Chairman Kenneth F. Waggoner said before the vote that state Sen. L. Marion Gressette, president pro tempore of the Senate, had told him he opposed location of a prison in the county and would support a resolution to that effect by council.

State Rep. William S. Branton and County Administrator Mark Hehn said they felt a unanimous resolution by council would have more effect than if council were split.

Councilman Walter B. Wall voted for the resolution after first listing some of the economic benefits such a prison could bring the county. He said he voted for it to ensure a unanimous front.

Wall said he opposed location of the prison at the planned site near Summerville.

Hehn said a lot of people feel the prison should be located in Berkeley County, where the state already owns 1,000 acres at the site of the MacDougall Youth Correction Center near Ridgeville.

Council discussed several possible alternative sites for the prison, five of which are in the northwest part of the county.

Three of the five discussed are near Reevesville, one near the Orangeburg County line and one at the intersection of I-95 and I-26, members of council said.

Council voted on third and final reading to hold a special election for the vacated District 4 council seat on July 1.

The election originally had been scheduled for June 3, but the ordinance setting it up had to be changed when both the Democratic and Republican parties decided to hold primaries, county attorney James A. Bell said.

The seat had been held by Shirley J. Lang. But Gov. Richard W. Riley recently signed an executive order declaring the seat vacant.

Mrs. Lang was appointed to the seat by Riley in November of 1979 following the indictment of former Councilman Wilbur Sweat. But an executive order declaring the seat vacant after Sweat pleaded guilty to another offense also ended Mrs. Lang's appointment.

Mrs. Lang is running for the Democratic nomination in the special election, as are Raymond Walsh and Alfonzo Greene. Sweat did not file for re-election.

Republicans in the District 4 race are Earl DuPriest and Harold Burnup.

EXHIBIT

APR 29 1980

NO. 3

STATE BUDGET & CONTROL BOARD

Editorial from:

SUMMERVILLE JOURNAL SCENE

April 25, 1980

EXHIBIT

APR 29 1980

NO. 3

STATE BUDGET & CONTROL BOARD

PRISON BY DEFAULT

The way things look now Dorchester County Council may get blamed for a state decision to build its new prison here.

Although no final decision has yet been made on a prison site, the County Council continues to oppose it being built anywhere in the County. That certainly can't be construed as being cooperative with state officials in finding a alternate site to the Clemson property.

The State Budget and Control Board was willing to keep it off the Clemson property because Senator Marion Gressette and others argued that that property's use is for an industrial development.

Now every site that is suggested as a alternate is opposed by folks who live near by.

And being politically sensitive, our Council immediately passed yet another motion opposing a prison on that site as well.

If our County Council is concerned about future industrial growth around this area, it needs to show a little backbone and stop blocking any and all attempts to find an alternate site.

We have had more than a few residents -from the swamp- tell us how badly jobs are needed in that area and some say they would like to see the prison put in this County.

The State Budget and Control Board agreed to give Senator Gressette and the County nine (9) months to aid state officials in seeking a site other than the Clemson property.

With the attitude Council is showing now we suspect the Budget and Control Board will decide Dorchester County leaders aren't holding up their end of the bargain.

And when they come to that conclusion, we can expect the prison to be built on the Clemson tract.

It is unfortunate, indeed, that with all the clout and hard work Senator Gressette has put into saving the Clemson site he can't seem to get any help from County Council.

The real villain in this case may not be the Council but single membered districts.

Because of that, every Councilman is inclined to respond to the needs of his own little constituency rather than the needs of the County as a whole.

Reacting to the howl and cry of those who don't want a prison near them at any cost, Council will most likely be responsible for seeing that it ends up on the Clemson tract.

But who knows, some of them may have had that in mind from the beginning?



South Carolina
Law Enforcement Officers Association

421 ZIMALCREST DRIVE
SUITE 304
COLUMBIA, SOUTH CAROLINA 29210

EDWARD R. TALLON, SR.
Executive Director

ATTACHMENT #5
RECEIVED
(803) 798-6960

APR 25 1980

cc: Leath
Allen
Mack
Board

April 24, 1980

EXHIBIT

Mr. William D. Leake, Commissioner
Department Of Corrections
P. O. Box 21787
Columbia, SC 29221

APR 29 1980 NO. 3

STATE BUDGET & CONTROL BOARD

Dear Bill,

Attached is a copy of the resolution sent to the Budget & Control Board, Senator Dennis, Senator Smith, Representative Mangum and Representative Hendricks.

I hope this will help your department. The SCLEOA stands ready to assist in any way your deem necessary. If I can be of further assistance, please feel free to call.

With warm personal regards, I remain

Sincerely yours,

Edward R. Tallon, Sr.
Executive Director

ERT
/amk

RESOLUTION

WHEREAS, the S. C. Law Enforcement Officers' Association recognizes that the S. C. Department of Corrections is responsible for an inmate population which exceeds its current space capabilities;

WHEREAS, the SCLEOA realizes that the S. C. Department of Corrections is negotiating a settlement to prevent a takeover of the state prison system by the federal courts because of overcrowding;

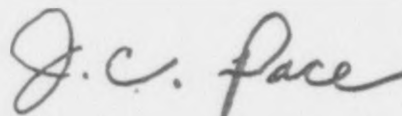
WHEREAS, members of the S. C. General Assembly are aware of the fact that more prisons need to be constructed in this state;

WHEREAS, the SCLEOA recognizes the need for a medium-security institution in the Coastal area of the State;

WHEREAS, the SCLEOA supports the use of the Clemson land in Dorchester County for use as a site for a 528-man medium-security institution;

WHEREAS, such use of the state property will keep the state from having to purchase additional land for construction of this institution;

THEREFORE BE IT RESOLVED, that the Board of Directors of the S. C. Law Enforcement Officers' Association goes on record this twenty-fourth day of April, 1980 as recognizing the need for additional prison institutions to help us in the fight for law and order and strongly endorses the use of the Clemson property in Dorchester County as the site for the medium-security institution.



J. C. Pace
President, SCLEOA

/amk

EXHIBIT

APR 29 1980 NO. 3

IN THE UNITED STATES DISTRICT COURT STATE BUDGET & CONTROL BOARD
FOR THE DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

CALVIN R. MATTISON, <u>ET AL.</u> ,)	CIVIL ACTION NO. 76-318
)	
Plaintiffs,)	
)	
-vs-)	COMPROMISE AGREEMENT
)	
THE SOUTH CAROLINA BOARD OF)	
CORRECTIONS, <u>ET AL.</u> ,)	
)	
Defendants.)	

I. The Signatories To This Agreement

The signatories hereto enter into this Agreement as counsel for the following named parties and absent class members, in the respective class referred to below.

1. Roy T. Stuckey, Esquire, Vance L. Cowden, Esquire, John L. Davidson, Esquire, and William T. Toal, Esquire, as co-counsel¹ for the following Plaintiffs:

- a. Melvin Miller, Marvin Ward, W. Boyd Fine, and Sam Lawler, Ronald Solomon, Plaintiff - 1, and Plaintiff - 2, the four previously anonymous Plaintiffs.
- b. The class of Plaintiffs certified by an order of the Honorable Robert W. Hemphill, Judge, United States District Court for the District of South Carolina, dated November 16, 1977, defining that class as follows:

¹By an Order dated May 6, 1976, the Honorable Robert W. Hemphill appointed "Roy T. Stuckey, Esquire, Staff Director, University of South Carolina Law Center, Columbia, South Carolina, and such of his assistants as he may designate" as attorneys for the Plaintiffs.

All persons who are now incarcerated in Central, all persons who are now in the custody of the Defendant Leeke, and who are subject to being transferred to Central,* and all persons who in the future will either be incarcerated in Central or in the custody of Defendant Leeke, and who would be subject to transfer to Central.

*Regardless of age, sex, or race.

All of the above counsel will be referred to collectively hereinafter as "Plaintiffs' Counsel"; and the named Plaintiffs and certified class will be collectively referred to as the "Settling Plaintiffs."

2. C. Tolbert Goolsby, Jr., Deputy Attorney General, Treva G. Ashworth, Assistant Attorney General, Katherine W. Hill, Assistant Attorney General, Keith M. Babcock, State Attorney, and Larry C. Batson, Legal Advisor, South Carolina Department of Corrections, as co-counsel for the following Defendants:

- a. Each governmental entity named as a Defendant.
- b. Each named individual Defendant, except E. N. Zeigler.

3. T. Travis Medlock, Esquire, as counsel for Defendant E. N. Zeigler.

4. All of the counsel above referred to in paragraphs I. 2 and I. 3 will be referred to collectively hereinafter as "Defendants' Counsel"; and the named Defendant governmental entities and individual Defendants will be collectively referred to as the "Settling Defendants."

II. Representations of the Settling
Parties and Signatories To This
Agreement

5. WHEREAS, the Settling Plaintiffs and Settling Defendants are desirous of effecting a settlement of this action, and have held discussions for the purpose of effecting such settlement in the course of which certain general terms of settlement have been discussed.

6. WHEREAS, Plaintiffs' Counsel and Defendants' Counsel represent that they are authorized on behalf of their respective clients referred to above to effect such settlement on the terms and conditions stated herein.

7. NOW, THEREFORE, the Settling Plaintiffs and Settling Defendants, in mutual consideration of these promises and of the below covenants, have entered into this Agreement this 26th day of July, 1978.

III. Terms of Compromise

8. The Settling Defendants, hereby enter into this Settlement Agreement with the Settling Plaintiffs, and agree to the following terms and conditions:

- A. Employment of Additional Security
Officers at Central. Within thirty (30) months after execution of this Agreement, the Settling Defendants will cause the employment and deployment, at Central, of an additional number of correctional officers sufficient to provide one officer at each ward in Central,

on a 24-hour basis, seven (7) days per week.

B. Reduction of Population in CB-1;

Inmate Volunteers Only in CB-1.

Within thirty (30) months after execution of this Agreement, the Settling Defendants will cause a reduction in the prison population in CB-1 at Central, such that all cells shall have only a single occupant. The Settling Defendants further agree that, after thirty (30) months from the execution of this Agreement, only inmates who volunteer in writing may be confined in CB-1; provided, that the Settling Defendants may take reasonable and necessary steps, including granting of additional privileges, to induce inmates to volunteer for confinement in CB-1. The Settling Defendants further agree that inmate volunteers shall be transferred from CB-1 within ten (10) days of a written request for such a change; provided, that if within a 45-day period more than twenty (20%) per cent of the inmates who have volunteered to live in CB-1 request a transfer, the Settling Defendants shall have an additional one hundred twenty (120) days to effectuate the transfers.

- C. Structural Modifications in CB-1 at Central. Within thirty (30) months after execution of this Agreement, the Settling Defendants will cause the removal of the interior steel cells in CB-1 and shall install reasonable and appropriate recreational facilities in that area.
- D. Reduction of Population in Wards at Central. Within forty eight (48) months after execution of this Agreement, the Settling Defendants shall cause the reduction in population in Wards 1 through 10 to no more than fifty five (55) inmates per ward and in the Honor Ward to no more than one hundred (100) inmates; provided, that if circumstances would reasonably permit it, this reduction of population will be accomplished in advance of that time.
- E. Classification Plan. Within thirty (30) months of the execution of this Agreement, the Settling Defendants will cause the development and implementation of a classification system

within Central the purpose of which will be to identify and control inmates with violent propensities toward other inmates or correctional officers and to remove those with violent propensities from the wards.

F. Limitation Upon Double-Celling in Certain Cases. Within sixty (60)

months of the execution of this Agreement, the Settling Defendants agree that, at Central, the following prisoners will be single-celled (one man per cell), except for volunteers:

- i. psychiatric patients;
- ii. safekeepers;
- iii. prisoners under sentence of death;
- iv. inmates on protective custody;
- v. disciplinary cases, except that for ninety (90) days following confinement such inmates may be double-celled (two men per cell).

All other prisoners in CB-2 and CB-3 may be double-celled.

G. Population at Central Limited: Exceptions.

The Settling Defendants agree that, as of the day of execution of this Agreement, the maximum number of prisoners to be confined at Central, or at any living area in Central, shall be the number of prisoners confined on

the day of execution of this Agreement; provided, that this maximum capacity shall be reduced when required by paragraphs III. 8 B and III. 8 D above; provided further, that the maximum inmate capacity at Central may be increased by the Settling Defendants through structural alterations or additions, but the inmate population in any altered or added living area shall not exceed bona fide design capacity.

9. The Settling Plaintiffs hereby enter into this Agreement with the Settling Defendants, and agree to the following terms and conditions:

A. Dismissal of Claims. All claims of relief and causes of action set forth in paragraphs 22 through 54 and 71 (A) through 71 (DD) shall be dismissed with prejudice; except, that all pendent state law claims arising out of the Orders of the Governor of South Carolina, Regulations of the Department of Health and Environmental Control, Regulations of the State Budget and Control Board, and Standards, Regulations, and Policies of the Department of Corrections shall be

dismissed without prejudice.

B. Powers and Rights of Settling
Defendants in Cases of Emergency.

The Settling Plaintiffs agree that the obligations of the Settling Defendants under paragraph III.

8 A-G shall be suspended during any state of emergency, and for a reasonable period of time thereafter, provided that the Settling Defendants must make a bona fide determination that the facilities at Central must be used to deal with the emergency.

A state of emergency shall include the following or events of similar magnitude: (1) destruction or major disturbance at another institution operated by the Settling Defendants; (2) destruction or major disturbance at another institution operated by the State of South Carolina, any of its political subdivisions, the Federal Government, or any other states; (3) major civilian disturbance or riot; (4) major disaster (natural or man-made); (5) war; and (6) emergencies declared by State or Federal constitutional authorities.

10. The Settling Defendants and the Settling Plaintiffs jointly agree as follows:

- A. Stipulation. To execute the attached Stipulation of Dismissal (Exhibit A).
- B. The following procedure is to be employed in cases wherein the Settling Plaintiffs seek to enforce this Judgment by a contempt proceeding:
 - i. Within nine (9) months after the execution of this Agreement, the Settling Defendants will create a procedure at Central for the purpose of hearing and adjudicating inmate Complaints arising out of the operation of this Agreement.
 - ii. The procedure, structure, and organization shall be established by the Settling Defendants; except:
 - (a) The Settling Defendants shall designate the officer at Central to receive inmate Complaints, which must be verified by the inmate filing the Complaint;

- (b) The Hearing Panels shall be partially composed of inmates;
 - (c) The Hearing Panels shall not only make an initial decision as to the necessity of a hearing, but also hold such hearings where appropriate;
 - (d) The final step shall be a presentation of the Complaint to the Board of Corrections; and
 - (e) The entire procedure from the filing of the Complaint to the decision by the Board of Corrections shall be completed within sixty (60) days.
- iii. All claims that the Settling Defendants are in contempt for non-compliance with the terms or conditions of this Agreement shall be first presented in the form of a Complaint as specified above, and those remedies exhausted before the Complaint is presented to the Court.

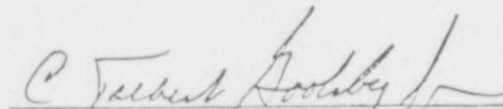
- iv. An inmate filing a Complaint shall receive written notice of the final administrative determination rendered by the Settling Defendants.
- v. A Complaint must be presented to the Court within thirty (30) of the receipt by the inmate of notice of the final administrative determination rendered by the Settling Defendants or it is barred, and this time limitation shall be specified in the notice referred to in Section 10 (B) (iv).
- vi. When a Complaint is presented to the Court, a certified copy of the Administrative Record shall be filed with the Court within thirty (30) days of the filing of the Complaint.
- vii. The Court may use the Administrative Record in any manner consistent with the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or established Rules of Federal Law.

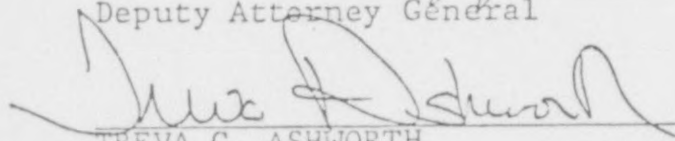
- viii. The findings of fact or conclusions of law in any stage in the above procedure shall be neither binding upon nor advisory to the Court.
- ix. The time limits listed in Sections 10 (B) (ii), 10 (B) (v), and 10 (B) (vi) shall be computed in accordance with the procedure specified in the Federal Rules of Civil Procedure.
- C. Neither the Agreement nor the judgment that follows from the Agreement, nor anything contained herein or therein, shall constitute evidence or an admission or adjudication with respect to any allegation in the Complaint or any fact or conclusion of law with respect to any matter alleged in or arising out of the Complaint or of any wrongdoing or misconduct on the part of the Defendants.
- D. The Settling Plaintiffs and Settling Defendants waive the entry of findings of fact and conclusions of law under Rule 52 of the Federal

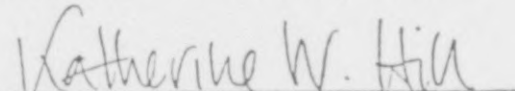
Rules of Civil Procedure and
consent to entry by the Court of
the final judgment in the form
annexed to the Agreement as
Exhibit A, at any time after the
date of the signing of the
Agreement upon motion of either
party.

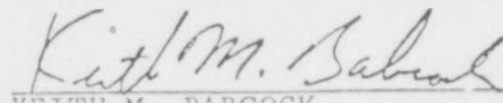
11. This Stipulation contains the entire Agreement
between the parties and neither Settling Plaintiffs nor
Settling Defendants have made additional promises to induce
the other parties to enter into this Stipulation or to
consent to the entry of the Judgment.

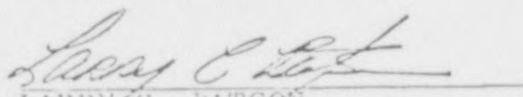
FOR THE DEFENDANTS:

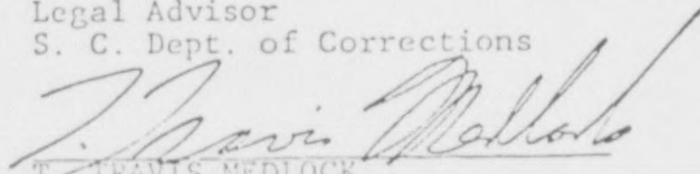

C. TOLBERT GOOLSBY, JR.
Deputy Attorney General


TREVA G. ASHWORTH
Assistant Attorney General

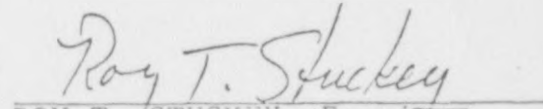

KATHERINE W. HILL
Assistant Attorney General



KEITH M. BABCOCK
State Attorney

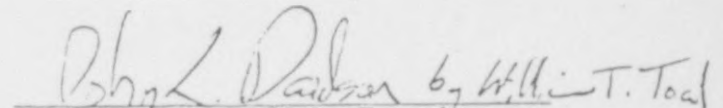

LARRY C. BATSON
Legal Advisor
S. C. Dept. of Corrections

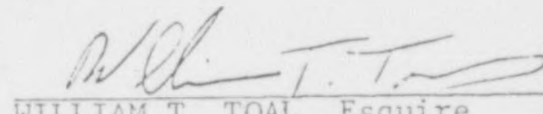

T. TRAVIS MEDLOCK
Attorney for Defendant
E. N. Zeigler

FOR THE PLAINTIFFS:


ROY T. STUCKEY, Esquire


VANCE L. COWDEN, Esquire


JOHN L. DAVIDSON, Esquire
(


WILLIAM T. TOAL, Esquire

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

CALVIN R. MATTISON, <u>ET. AL.</u> ,)	
)	CIVIL ACTION NO.76-318
Plaintiffs,)	
)	
-vs-)	STIPULATION OF DISMISSAL
)	
)	PURSUANT TO RULE 41
THE SOUTH CAROLINA BOARD OF)	
CORRECTIONS, <u>ET. AL.</u> ,)	
)	
Defendants.)	

The Plaintiffs and the Defendants, by their
respective counsel, stipulate, and agree to the following,
subject to the approval of the Court and notice and an
opportunity to be heard to be accorded to all class members,
pursuant to Rule 23 (e) of the Federal Rules of Civil
Procedure:

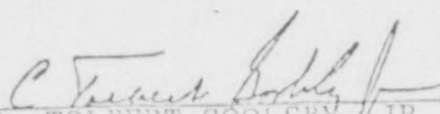
1. Jurisdiction. The Defendants stipulate that they have been properly served with process, that they are subject to the jurisdiction of the Court, and that the amount in controversy is greater than \$10,000.00, exclusive of interest and costs.
2. Final Order. Findings of fact and conclusions of law are hereby waived. The Court shall enter a final judgment in accordance with the provisions of paragraphs 5 through 11 of the Compromise Agreement annexed hereto and incorporated herein by reference.
3. Dismissal of Claims. All claims asserted in paragraphs 22 through 54 of the amended Complaint in this action shall be dismissed by the Court with prejudice; except, that all pendent state law claims arising out of the Orders of the Governor of South Carolina, Regulations of


the Department of Health and Environmental Control, Regulations of the State Budget and Control Board, and Standards, Regulations, and Policies of the Department of Corrections shall be dismissed without prejudice.

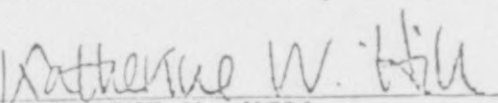
4. Costs and Costs of Notice to Class Members. The Settling Defendants will pay the court costs of this action and any costs necessary to notify the members of the class of this Stipulation, as required by this Court under Rule 23 (e).
5. This Stipulation is not, and shall not be construed to be, either an admission by Defendants of the validity of any of the claims asserted in this action, or of their liability for any thereof, or of any wrongdoing whatsoever, nor shall the Stipulation be construed as an admission by Plaintiffs of any lack of merit in their allegations. Any statements or arguments made on behalf of any Plaintiff or Defendant at the settlement hearing or in support of the settlement shall not be used as evidence in any way in any subsequent trial, proceeding, or hearing either in this action or in any other action or proceedings between the parties thereto, should such occur.
6. If the settlement, as herein provided, is not approved by the Court, then this Stipulation, except paragraph 5 hereof, and all proceedings hereunder shall be considered as cancelled and void and of no force or effect; and all parties to this action and to this Stipulation shall stand in the same position without prejudice as if the Stipulation had not been entered into and submitted to the Court for its consideration and approval.

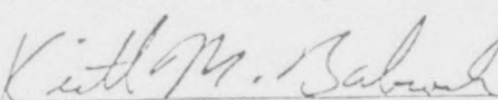
Dated _____ July 26, 1978.

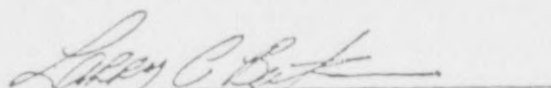
FOR THE DEFENDANTS:

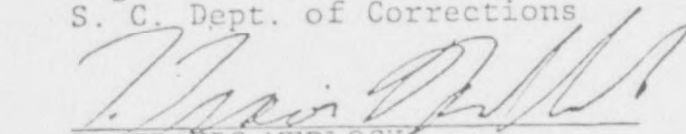

C. TOLBERT GOOLSBY, JR.
Deputy Attorney General


TREVA G. ASHWORTH
Assistant Attorney General

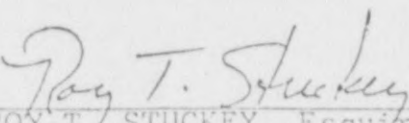

KATHERINE W. HILL
Assistant Attorney General

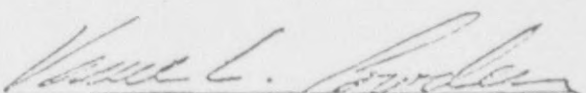

KEITH M. BABCOCK
Staff Attorney

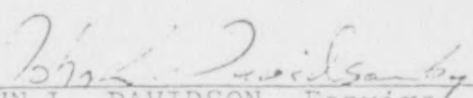

LARRY C. BATSON
Legal Advisor
S. C. Dept. of Corrections

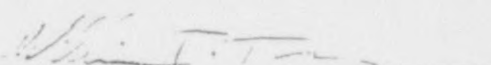

T. TRAVIS MEDLOCK
Attorney for Defendant
E. N. Zeigler

FOR THE PLAINTIFFS:


ROY T. STUCKEY, Esquire


VANCE L. COWDEN, Esquire


JOHN L. DAVIDSON, Esquire
William T. Toal


WILLIAM T. TOAL, Esquire

EXHIBIT

STATE OF SOUTH CAROLINA

APR 29 1980

NO. 3

OFFICE OF THE STATE AUDITOR

P. O. BOX 11533

COLUMBIA

29211

STATE BUDGET & CONTROL BOARD

TELEPHONE
(803) 758-3106WILLIAM T. PUTNAM
STATE AUDITOR

January 26, 1978

Commissioner William D. Leeke
Department of Corrections
Post Office Box 21787
Columbia, South Carolina 29221

Dear Bill:

At its meeting on January 25, 1978, the Budget and Control Board endorsed the negotiated consent decree conditions relating to the pending federal court suit Mattison, et. al. V. S. C. Board of Corrections, et. al. (CA-76-318), as recommended by the Board of Corrections. The Budget and Control Board also agreed to recommend to the General Assembly that it approve the items included under the terms of this negotiated settlement. These items include an additional \$750,793 1978-79 appropriation (\$467,252 of this amount to be contingent upon the unavailability of CETA funds) and the release of \$16,033,936 of previously-authorized Capital Improvement Bond funds for a segment of your Capital Improvement Plan Phase II.

At this same meeting, the Budget and Control Board also endorsed the passage of the proposed Litter Control Act now under consideration by the General Assembly.

Sincerely,

Bill

William A. McInnis
Assistant State Auditor

WAM:sc

(Please Furnish Original Attached to This, with Six Carbon Copies Loose)

S 1011

By XX Finance Committee

A Concurrent Resolution

TO EXPRESS THE SUPPORT OF THE GENERAL ASSEMBLY FOR THE SETTLEMENT OF THE CLASS ACTION PORTION OF THE LAW SUIT NOW PENDING IN UNITED STATES DISTRICT COURT, CAPTIONED CALVIN R. MATTISON, ET AL., VS. SOUTH CAROLINA BOARD OF CORRECTIONS, ET AL., (CIVIL ACTION NO. 76-318), AND TO AUTHORIZE THE NAMED DEFENDANTS TO ENTER INTO SUCH SETTLEMENT AND TO EXPRESS THE INTENT OF THE GENERAL ASSEMBLY TO IMPLEMENT SUCH SETTLEMENT.

IN THE SENATE

DATE

ORDERED

Introduced APR 26 1978Consideration tomorrowConsidered MAY 4 1978Adopted


"

"

"

SENT TO HOUSE

By Order of the Senate



S. D. Thomas
Clerk

IN THE HOUSE

DATE

ADOPTED

ORDERED

Introduced MAY 09 1978

Considered

"

"

"

CONCURRED IN
as Amended
and RETURNED to SENATE
By Order of the House

Louis J. Shealy
Clerk

IN THE SENATE

MAY 9 1978

House Amendments agreed to and a message sent accordingly

Concurrence of House RECEIVED AS INFORMATION

S. D. Thomas
Clerk

Copies Sent to

LEG. COUNCIL
OF S. C.
4-21-78

A CONCURRENT RESOLUTION

TO EXPRESS THE SUPPORT OF THE GENERAL ASSEMBLY FOR THE SETTLEMENT
OF THE CLASS ACTION PORTION OF THE LAW SUIT NOW PENDING IN UNITED
STATES DISTRICT COURT, CAPTIONED CALVIN R. MATTISON, ET AL.,
VS. SOUTH CAROLINA BOARD OF CORRECTIONS, ET AL., (CIVIL ACTION
NO. 76-318), AND TO AUTHORIZE THE NAMED DEFENDANTS TO ENTER INTO
SUCH SETTLEMENT AND TO EXPRESS THE INTENT OF THE GENERAL ASSEMBLY
TO IMPLEMENT SUCH SETTLEMENT.

Whereas, a law suit, captioned Calvin R. Mattison, et al. vs.
The South Carolina Board of Corrections, et al., (Civil
Action No. 76-318), is presently pending in the United States
District Court for the District of South Carolina involving the
Central Correctional Institution of the South Carolina Depart-
ment of Corrections; and

Whereas, the parties have entered into extensive negotiations
involving the settlement of the class action portion of this
law suit; and

LEG. COUNCIL
OF S. C.
JAN 1977

Whereas, the parties have reached a proposed settlement of such class action; and

Whereas, the named defendants are unable to effect such settlement without the support and authorization of the General Assembly; and

Whereas, the General Assembly finds that such settlement would be in the best interest of the State of South Carolina. Now, therefore,

Be it resolved by the Senate, the House of Representatives concurring:

That the General Assembly by this resolution declares its support for the settlement of the class action portion of the law suit captioned Calvin R. Mattison, et al., vs. The South Carolina Board of Corrections, et al., (Civil Action No. 76-318), presently pending in the United States District Court for the District of South Carolina involving the Central Correctional Institution of the South Carolina Department of Corrections.

Be it further resolved that the named defendants in such law suit are hereby authorized to enter into the proposed settlement of the class action involved in such law suit.

Be it further resolved that it is the considered intent of the General Assembly as evidenced by this resolution that a maximum sum of seven hundred fifty thousand seven hundred ninety-three dollars including federal funds, if available, shall be

appropriated for the purpose of implementing the abovementioned settlement. Provided, that if federal funds become available to fund any part of this appropriation the State's share in an amount equal to the amount of federal funds used shall be returned to the General Fund of the State.

Be it further resolved that the General Assembly also intends to authorize the issuance of a maximum of sixteen million thirty-four thousand dollars in state capital improvements bonds to further implement the settlement of the class action against the Department of Corrections and the initiation of Phase I construction for the Department.

The State of South Carolina



Office of the Attorney General

C. TOLBERT GOOLSBY, JR.
DEPUTY ATTORNEY GENERAL

WADE HAMPTON OFFICE BUILDING
POST OFFICE BOX 11549
COLUMBIA, S. C. 29211
TELEPHONE 803-758-8667

RECEIVED

APR 25 1980

COMMISSIONER

DANIEL R. McLEOD
ATTORNEY GENERAL

April 24, 1980

cc: Ration
Board

Honorable Richard W. Riley
Governor, State of South Carolina
Post Office Box 11450
Columbia, South Carolina 29211

Re: Mattison, et al. v. Board of Corrections,
et al.
Civil Action No. 76-318

Dear Governor Riley:

I am writing to inform you of the updated status of the above-referenced matter.

As you are aware, the original complaint in this matter was filed by four inmates pro se in the United States District Court for the District of South Carolina in 1975. Unlike so many pro se complaints, this purported to be a class action and contained a large number of allegations which could fairly be divided into four major categories:

- (1) overcrowding;
- (2) inadequate facilities;
- (3) inadequate security for inmates; and
- (4) inverse racial discrimination.

Subsequent to its filing and pursuant to the District Court's order of February 23, 1976, a lengthy and comprehensive special report was prepared and presented to the court. On May 6, 1976, the Honorable Robert W. Hemphill, United States District Judge, requested that the Corrections Clinic of the University of South Carolina Law School contact the named plaintiffs to ascertain their acceptability as appointed counsel. On May 27, 1976, the Corrections Clinic was, by order of the court, appointed to represent the plaintiffs in their

Honorable Richard W. Riley
Page two
April 24, 1980

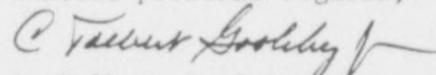
allegations of overcrowding and inadequate facilities, and inadequate security for inmates.

On January 5, 1977, an amended complaint was filed, and this office was notified that the defendants would require representation. I was appointed to represent all the defendants with the exception of Mr. Eugene N. Zeigler, member of the South Carolina Board of Corrections who chose to be represented by retained private counsel. After thorough analysis of the appropriate case law and prolonged discussion of the underlying factual situation, I determined that the best course of action would be to attempt to settle the case without a trial. This determination was based in part on our awareness of the costs of extended litigation and the likelihood that the Department of Corrections could not prevail concerning those allegations of overcrowding and inadequate facilities.

Subsequent to that determination, attorneys for all parties engaged in a series of negotiation meetings which resulted in a proposed settlement agreement and a stipulation of dismissal. On January 25, 1978, the Budget and Control Board endorsed the settlement agreement. Furthermore, the Board recommended to the General Assembly that it approve the monetary items necessary to begin compliance with the settlement agreement, and on May 9, 1978, a concurrent resolution was passed by both houses of the legislature supporting the settlement effort. The settlement agreement was signed by attorneys for all parties on July 26, 1978. The stipulation of dismissal is awaiting execution by the court as of this date.

Since the signing of the settlement agreement, the South Carolina Department of Corrections has proceeded diligently under that agreement and as of this date is in total compliance. However, such continued compliance could be jeopardized if there is any interruption in the Department's construction program. Mr. Leeke has informed me that the Budget and Control Board is currently considering suspension of all bonding efforts and imposing a one year moratorium on construction of public buildings in South Carolina. Such a moratorium could have an adverse effect on the Department's ability to comply with the settlement agreement. Therefore, if it would be amenable to you, I would like to schedule a period of time in which we could meet and discuss in greater detail the provisions of the consent order in the Mattison case.

Kindest personal regards,


C. Tolbert Goolsby, Jr.

CTGJr/jvh

cc: Honorable Daniel R. McLeod
Honorable William D. Leeke
Honorable E. N. Zeigler

KENNETH F. WAGGONER
Chairman

ROLLINS EDWARDS
Vice Chairman

DONALD HANDELSMAN

J. MARC HEHN
County Administrator



EXHIBIT

APR 29 1980

NO. 3

STATE BUDGET & CONTROL BOARD

GEORGE P. KNIGHT
WILBUR M. SWEAT

WALTER B. WALL, JR.
T. COKE WEEKS

INEZ McALHANY
Clerk To Council

COUNTY COUNCIL OF DORCHESTER COUNTY

P. O. BOX 416

ST. GEORGE, SOUTH CAROLINA 29477

April 24, 1980

The Honorable Richard W. Riley
Chairman, State Budget and Control Board
Post Office Box 11450
Columbia, South Carolina 29211

Dear Governor Riley:

Dorchester County Council has been unable to unanimously agree on an alternate site for the proposed medium security prison.

We, the undersigned representatives of Dorchester County Council, realize that an alternate site must be offered before the Budget and Control Board can take action to reserve the old Clemson Experimental Station for industrial development.

We ask you to allow us sufficient time to find that site within our county that satisfies the needs of the Department of Corrections and does not disrupt our delicate industrial development potential, nor cause an inordinate hardship on our citizens.

Sincerely,

KENNETH F. WAGGONER, CHAIRMAN
District #3

Rollins Edwards
ROLLINS EDWARDS, VICE CHAIRMAN
District #8

Don Handelsman
DON HANDELSMAN, COUNCILMAN
District #7

GEORGE P. KNIGHT, COUNCILMAN
District #2

Walter B. Wall, Jr.
WALTER B. WALL, JR., COUNCILMAN
District #5

T. COKE WEEKS, COUNCILMAN
District #1

EXHIBIT

APR 29 1980

NO. (33) 798-6960



South Carolina
Law Enforcement Officers Association

421 ZIMALCREST DRIVE
SUITE 304
COLUMBIA, SOUTH CAROLINA 29210

STATE BUDGET & CONTROL BOARD

RECEIVED

APR 28 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

EDWARD R. TALLON, SR.
Executive Director

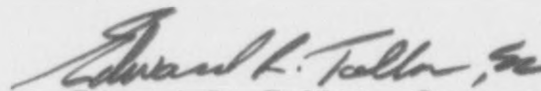
April 24, 1980

Mr. William T. Putman
Executive Director
S. C. Budget & Control Board
Box 12444
Columbia, South Carolina 29211

Dear Mr. Putman:

The Board of Directors of the South Carolina Law Enforcement Officers Association have issued to attached resolution concerning the proposed site in Dorchester County for a new prison facility. If you have any questions concerning our position, please feel free to call.

Sincerely,


Edward R. Tallon, Sr.
Executive Director

ERT
/amk

RESOLUTION

WHEREAS, the S. C. Law Enforcement Officers' Association recognizes that the S. C. Department of Corrections is responsible for an inmate population which exceeds its current space capabilities;

WHEREAS, the SCLEOA realizes that the S. C. Department of Corrections is negotiating a settlement to prevent a takeover of the state prison system by the federal courts because of overcrowding;

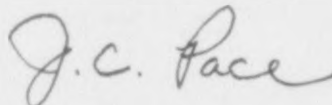
WHEREAS, members of the S. C. General Assembly are aware of the fact that more prisons need to be constructed in this state;

WHEREAS, the SCLEOA recognizes the need for a medium-security institution in the Coastal area of the State;

WHEREAS, the SCLEOA supports the use of the Clemson land in Dorchester County for use as a site for a 528-man medium-security institution;

WHEREAS, such use of the state property will keep the state from having to purchase additional land for construction of this institution;

THEREFORE BE IT RESOLVED, that the Board of Directors of the S. C. Law Enforcement Officers' Association goes on record this twenty-fourth day of April, 1980 as recognizing the need for additional prison institutions to help us in the fight for law and order and strongly endorses the use of the Clemson property in Dorchester County as the site for the medium-security institution.



J. C. Pace
President, SCLEOA

/amk

EXHIBIT

APR 29 1980 NO. 3

STATE BUDGET & CONTROL BOARD

**TEN YEAR
CAPITAL IMPROVEMENTS
PROGRAM**

FOR FISCAL YEARS 1979-80 THRU 1988-89

**SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS**

WILLIAM D. LEEKE, Commissioner

DIVISION OF RESOURCE AND
INFORMATION MANAGEMENT

TEN YEAR
CAPITAL IMPROVEMENTS
PROGRAM

FOR FISCAL YEARS 1979-80 THRU 1988-89

SOUTH CAROLINA
DEPARTMENT OF CORRECTIONS

DATE OF PUBLICATION - DECEMBER 1979

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PROJECTED SAVINGS USING INMATE LABOR (APPENDIX)	A-1

INTRODUCTION

This capital improvements program is designed to meet the South Carolina Department of Corrections' requirements for correctional institutions and essential support facilities for the ten-year period ending June 30, 1989. The inmate population forecasts used to determine bedspace requirements are substantially reduced from forecasts developed prior to Fiscal Year 1978-79 due to the implementation of innovations such as the Extended Work Release Program and Earned Work Credit.

In addition to the \$66,528,978 which has already been approved for projects totalling 2,928 bedspaces, this program provides for the construction of new facilities including 2,688 bedspaces at an estimated \$70,084,729 based on 1979 costs and \$115,714,088 at inflated dollars. The construction schedule presented herein is based on the approval of these funds as follows:

<u>PHASE</u>	<u>BUDGET YEAR</u>	<u>1979 COST</u>	<u>INFLATED DOLLARS</u>
IV	FY 1981-82	\$48,633,865	\$73,699,776
V	FY 1983-84	17,712,270	32,626,813
VI	FY 1985-86	3,738,594	9,387,499

In addition to meeting the needs for future inmate population increases, the construction program allows for the closure of some existing institutions and for reduction of the inmate population in the remainder to their maximum operating capacity. The bedspace supply for Fiscal Year 1988-89 will be 8,900, as follows:

Existing Facilities	5,396
Approved Facilities	<u>2,928</u>
Existing & Approved Facilities	8,324
Less Planned Closures	<u>2,112</u>
Balance After Closures	6,212
Proposed Facilities	<u>2,688</u>
Supply FY 1988-89	8,900

SECTION I - BACKGROUND INFORMATION

REGIONALIZATION

The Spring of 1973 marked the completion of a comprehensive study of far reaching magnitude for adult corrections in South Carolina. The recommendations of that study, South Carolina Adult Corrections Study, were endorsed by the Governor's Committee on Criminal Justice, Crime and Delinquency in July 1973, and the overall concept of regionalized corrections set forth in the study was adopted as policy by the South Carolina Department of Corrections (SCDC). Since that time, major efforts of the Department have been directed toward the regionalization of adult corrections in South Carolina and the procurement of capital improvements funds for the construction of essential correctional facilities.

As a result of studies conducted in 1974 and 1976, the Department determined that three correctional regions were sufficient to implement the community-based corrections concept recommended by the Adult Corrections Study. These three correctional regions are comprised of contiguous State Planning Districts and have been designated as the Appalachian, Midlands, and Coastal Correctional Regions.

INMATE POPULATION GROWTH

The inmate population of the SCDC increased dramatically during the 1970's. The average daily number of incarcerated inmates increased from 2,537 in Fiscal Year 1969-70 to 7,623 in Fiscal Year 1978-79. The greatest increase was experienced during Fiscal Years 1974-75 and 1975-76 when the number of incarcerated inmates under the Department's jurisdiction increased by 85.2 percent, from 3,693 on June 30, 1974 to 6,840 on June 30, 1976.

On June 30, 1979, the number had increased to 7,691, including 718 SCDC inmates housed in county and other designated facilities.

The unprecedented inmate population increase resulted in critical overcrowding of SCDC institutions and this, together with the constant strain placed on its financial resources, became the major concern of the Department. Measures taken to overcome this problem included the renovation of existing facilities, realignment of existing space, acquisition of additional facilities, expanded use of agreements whereby SCDC inmates are housed in county jails and other designated facilities, revision of youthful offender institutional release policies, and periodic revision of capital improvements plans.

COMPREHENSIVE GROWTH AND CAPITAL IMPROVEMENTS PLAN

In 1973 and 1974, the SCDC submitted capital improvements proposals to the State Budget and Control Board and in 1975 developed a master plan for the future growth of the Department through 1982. As the inmate population increased dramatically in 1975 and since continual increase was anticipated, it became apparent that the Department's capital improvements needs had to be reevaluated. In May 1976, the consulting firm of Stephen Carter and Associates was retained to complete a ten-year capital improvements plan for the Department. The resultant document, Comprehensive Growth and Capital Improvements Plan, addressed future population projections, facility construction requirements, cost reducing alternatives to inmate population growth, and future directions for regionalization. The number of inmates in SCDC facilities was forecast to be 8,040 in 1980 and 12,500 by 1986. To accommodate this population level, the consultant recommended a three-phase capital improvements plan which included the construction of 8,064 new bedspaces to replace some existing facilities and to meet additional needs. The total cost was estimated to be \$116 million at the 1976 price level.

Other major proposals presented in the plan include the following:

- Development of proto-typical construction designs.
- More extensive use of inmate labor on construction projects.
- Closure of eight existing facilities and Cell Block No. 1 of Central Correctional Institution.
- Realignment of the Department into three correctional regions.
- Modification of the Department's inmate classification system to permit assignment of a greater percentage of inmates to minimum security institutions.
- Development of uniform staffing standards and other management controls.
- Development of legislative and judicial alternatives to incarceration.

In late 1977, Stephen Carter and Associates completed a study on the use of inmate labor as a means to reduce the cost of constructing the substantial number of facilities required to meet the Department's needs. This study, Inmate Construction Program, included an update of construction requirements presented earlier in the Comprehensive Growth and Capital Improvements Plan. The revised proposal called for the construction of facilities providing 8,160 new bedspaces at an estimated cost of \$107 million at the 1977 price level. The proposal included the massive use of inmate labor, to include the construction of 62.4 percent of the proposed bedspaces.

As a result of these efforts, \$66,528,978 (\$19,720,760 in 1977; \$16,033,936 in 1978; \$30,774,282 in 1979) in capital improvements funds were approved for the Department for the implementation of Phase I, Phase II, and Phase III projects, which include a total of 2,928 new bedspaces. Current plans provide for the completion of all approved projects by June 30, 1982.

EXTENDED WORK RELEASE PROGRAM

On June 13, 1977, the Department was granted legislative authority to implement an Extended Work Release Program. The program allows exceptional work release inmates, convicted of a first and not more than a second offense for a non-violent crime, to live with a community sponsor while continuing gainful employment, thereby removing them from correctional facilities and reducing the number of inmates confined.

EARNED WORK CREDIT

On May 5, 1978, legislation (Litter Control Act of 1978) was enacted authorizing the Commissioner, SCDC, to allow a reduction from the term of sentence of inmates assigned to productive duty. The allowable credit (earned work credit) authorized by the Act is from zero to one day for every two days so employed, with the maximum annual credit being limited to 180 days. The Act provides that no inmate suffering the penalty of life imprisonment shall be entitled to receive credits under this provision. Earned work credits can also be used as a factor in determining the time to be served before an inmate is eligible for parole consideration, with the exception of those convicted of armed robbery. Although not specifically referred to in the Act, an inmate serving a sentence under the provisions of the Youthful Offender Act may not be awarded earned work credits due to the indeterminate length of sentence.

SECTION II - BEDSPACE SUPPLY

The SCDC currently operates 32 correctional facilities including 30 institutions and centers and two special purpose dormitories. The regional location, type security and capacities of each are indicated in TABLE 1.

Design Capacity is the planned capacity of the facility at the time of construction or acquisition, modified as appropriate to include subsequent changes resulting from add-on construction, major renovations, etc. This is the optimal capacity, all things considered.

Maximum Operating Capacity is the maximum safe operating capacity based on an overall average of 50 square feet of sleeping space per inmate. This capacity was initially determined by Stephen Carter and Associates in 1976, using for computation the net area designed for sleeping space at each facility. Facilities were resurveyed in September 1978 and modifications made based on facility additions, major renovations, compliance with fire safety requirements, deletion of unusable space, etc. Use of this capacity requires double occupancy of many cells and rooms which were designed for single occupancy.

The current supply of bedspaces available for inmates assigned to SCDC facilities is based on the maximum operating capacities indicated in TABLE 1. It is planned that the number of inmates housed in each existing facility will be reduced to the indicated maximum operating capacity as new bedspaces become available for relocation of the excess population. It is assumed that there will be no court action or other decision which would cause the Department to reduce the number of inmates in any facility below the maximum operating capacity.

Ten of the centers currently operated by the Department are leased (includes one where SCDC owns the facility but leases the land) and may not be available throughout the ten-year period. However, for the purpose of this presentation it is assumed that the lease agreements will continue in effect except where it is considered beneficial to the State to terminate their use due to economical and other considerations when replacement bedspaces become available.

TABLE 1
CAPACITIES OF EXISTING FACILITIES

	DESIGN CAPACITY	MAXIMUM OPERATING CAPACITY*	ACTUAL POPULATION Oct. 30, 1979
APPALACHIAN CORRECTIONAL REGION			
Medium/Maximum Security			
Intake Service Center	90	87	125
Minimum Security			
Cherokee	56	67	70
Duncan	40	44	53
Givens	76	111	120
Greenwood	48	53	94
Hillcrest	60	81	115
Laurens	40	67	57
Northside	30	37	46
Oaklawn	60	54	106
Travelers Rest	50	74	92
SUB-TOTALS	460	588	753
Pre-Release			
Blue Ridge (dual usage)	32	64	50
Work Release			
Blue Ridge (dual usage)	111	136	160
Piedmont	90	111	107
SUB-TOTALS	201	247	267
APPALACHIAN TOTALS	783	986	1,195
MIDLANDS CORRECTIONAL REGION			
Medium/Maximum Security			
CCI	1,100	1,186	1,671
Kirkland	448	621	1,097
Manning	300	344	440
Maximum Security Center	80	111	96
R & E Center (including Annex)	180	90	184
SUB-TOTALS	2,108	2,352	3,488

TABLE 1 (CONTINUED)
CAPACITIES OF EXISTING FACILITIES

	DESIGN CAPACITY	MAXIMUM OPERATING CAPACITY*	ACTUAL POPULATION Oct. 30, 1979
MIDLANDS CORRECTIONAL REGION (Cont'd)			
Minimum Security			
Aiken	238	260	164
Goodman	84	84	99
Lexington	40	55	88
Walden (includes 52 bed addition)	150	150	142
Women's	168	168	266
SUB-TOTALS	680	717	759
Pre-Release			
Watkins	129	203	157
Work Release			
Campbell	100	100	147
Catawba	70	105	84
Employment Program Dorm, GCI	50	51	73
Lower Savannah	45	52	77
Women's Work Release Dorm, GCI	49	51	58
SUB-TOTALS	314	359	439
MIDLANDS TOTALS	3,231	3,631	4,843
COASTAL CORRECTIONAL REGION			
Medium/Maximum Security	None	None	None
Minimum Security			
MacDougall	240	384	432
Wateree**	240	264	480
SUB-TOTALS	480	648	912
Pre-Release	None	None	None
Work Release			
Coastal	62	56	101
Palmer	50	75	100
SUB-TOTALS	112	131	201
COASTAL TOTALS	592	779	1,113
SCDC SUMMARY			
Medium/Maximum Security	2,198	2,439	3,613
Minimum Security	1,620	1,953	2,424
Pre-Release	161	267	207
Work Release	627	737	907
SCDC TOTALS	4,606	5,396	7,151

*Based on overall average of 50 square feet of sleeping area per inmate.

**Wateree River Correctional Institution currently is administratively attached to Coastal Correctional Region, and is scheduled to revert to the control of Midlands Correctional Region during FY 1985-86.

APPROVED FACILITIES

In addition to facilities currently being operated by the Department, capital improvements funds have been authorized for the construction of new facilities and additions which will provide 2,928 additional bedspaces. These projects are listed in TABLES 2, 3 and 4. The completion of the projects listed in these tables will increase the supply of bedspaces to 8,324.

TABLE 2
STATUS OF APPROVED CAPITAL IMPROVEMENTS PROJECTS
PHASE I

PROJECTS	CURRENT STATUS (Oct. 31, 1979)	ESTIMATED COMPLETION DATE	APPROVED FUNDS	FUNDS EXPENDED (Sept. 30, 1979)
Prototypical Design	A/E Services Continues		\$ 1,146,500	\$ 946,898
Oaklawn - 576 Bed Medium/Maximum Security	40% Complete	08-31-80	14,069,490	3,341,378
Dutchman - 528 Bed Minimum Security	45% Complete	08-31-80	9,161,858	2,101,251
*96 Bed Minimum Security (Addition to Wateree)	25% Complete	06-30-80	622,837	116,505
*Abattoir	98% Complete	11-15-79	435,000	216,969
*Renovations - Kirkland	99% Complete	11-15-79	150,000	176,906
*Renovations - Wateree	30% Complete	12-31-80	377,000	82,891**
*Roof Repair - MacDougall	50% Complete	09-30-80	40,000	22,068
*Renovations - State Park Health Center	60% Complete	01-31-80	180,000	58,661
TOTALS PHASE I (1,200 Beds)			\$26,182,685	\$7,063,527

*Inmate Construction Projects.

**Includes \$20,000 transferred to approved E-1 for paint spray booth.

TABLE 3
STATUS OF APPROVED CAPITAL IMPROVEMENTS PROJECTS
PHASE II

PROJECTS	CURRENT STATUS (Oct. 31, 1979)	ESTIMATED COMPLETION DATE	APPROVED FUNDS	FUNDS EXPENDED (Sept. 30, 1979)
528 Bed Minimum Security - Dutchman 2	Design Underway	03-31-82	\$10,609,538	\$ 8,989
*144 Bed Pre-Release - Northside Addition	15% Complete**	07-31-80	1,448,991	34,664
*96 Bed Work Release - Spartanburg	1% Complete	12-31-80	980,748	13,998
*96 Bed Minimum Security (Addition to Wateree)	22% Complete	06-30-80	622,929	60,633
96 Bed Work Release - Coastal Region	Work to Start June 1980	06-30-81	1,157,118	1,225
*Outpatient Clinic - Oaklawn	Design Underway	04-30-81	970,544	673
*Renovations	7% Complete	06-30-82	1,490,000	362,987***
Civilian Personnel			854,000	7,538
Construction Equipment			<u>273,936</u>	<u>2,730</u>
TOTALS PHASE II (960 Beds)			\$18,407,804	\$493,437

*Inmate Construction Projects.

**The first two of three 48-bed housing units are scheduled to be completed in April, 1980, and the third in June. The entire project will be completed July 31, 1980.

***Includes funds transferred to approved E-1 renovations projects.

TABLE 4
STATUS OF APPROVED CAPITAL IMPROVEMENTS PROJECTS
PHASE III

PROJECTS	PLANNED START DATE	ESTIMATED COMPLETION DATE	APPROVED FUNDS	FUNDS EXPENDED
**528 Bed Medium/Maximum Security - Coastal Region	06-01-80	02-28-82	\$17,452,420	-0-
*96 Bed Medium Security (Addition to Women's Corr. Center)	09-01-80	03-31-82	810,289	-0-
*144 Bed Pre-Release - Midlands Region	04-01-80	12-31-81	1,722,825	-0-
***Dairy - Wateree	04-01-80	06-30-81	800,000	-0-
Warehouse, Food Service - SCDC Headquarters	03-01-80	12-31-80	223,277	-0-
Warehouse, Industries - SCDC Headquarters	06-01-80	05-31-81	448,450	-0-
*Warehouse, Regional - Appalachian Region	03-01-80	12-31-80	196,603	-0-
*Regional Office - Appalachian Region	Site Work Underway	11-30-80	223,077	-0-
Bond Service Cost			61,548	-0-
TOTAL PHASE III (768 Beds)			\$21,938,489	-0-
GRAND TOTAL PHASES I, II, AND III (2,928 Beds)			\$66,528,978	\$ 7,556,964

*Inmate Construction Projects.

**Combined Contract and Inmate Construction.

***Funds available through transfer from Industries Warehouse project; inmate construction; approved by Budget and Control Board; approval by State Capital Improvement Bonds Committee pending.

FACILITY CLOSURES

A number of existing facilities are scheduled to be closed due to their small size, poor physical condition and operating cost inefficiencies. In addition, the Central Correctional Institution complex was recommended for closure in connection with the Doxiadis Study for the future urban development of Columbia. This bastille-like complex, the oldest portion of which was constructed in the 1860's, is too large by modern correctional standards and costly to maintain. Additionally, the majority of the institution's physical layout makes it extremely difficult to prevent violation of regulations and to control disorders. In an attempt to resolve a law suit in the federal district court challenging the SCDC because of overcrowding and the alledged inability to provide for inmate safety at this institution, the Department is operating the facility in accordance with a proposed and negotiated agreement.

The facilities proposed for closure are shown in TABLE 5. The closure of these facilities will reduce the supply of bedspaces by 2,112 to a total maximum operating capacity of 6,212.

TABLE 5
FACILITY CLOSURES

FACILITY	DESIGN CAPACITY	CUMULATIVE CLOSURES (DESIGN)	MAXIMUM OPERATING CAPACITY	CUMULATIVE CLOSURES (MAX. OP)	ESTIMATED CLOSURE DATE
Cherokee	56	56	67	67	FY 1980-81
Duncan *	40	96	44	111	FY 1980-81
Laurens *	40	136	67	178	FY 1980-81
Oaklawn	60	196	54	232	FY 1980-81
Piedmont *	90	286	111	343	FY 1980-81

TABLE 5 (CONTINUED)

FACILITY CLOSURES

FACILITY	DESIGN CAPACITY	CUMULATIVE CLOSURES (DESIGN)	MAXIMUM OPERATING CAPACITY	CUMULATIVE CLOSURES (MAX. OP)	ESTIMATED CLOSURE DATE
Travelers Rest	50	336	74	417	FY 1980-81
Lexington*	40	376	55	472	FY 1981-82
Blue Ridge*	143	519	200	672	FY 1983-84
Maximum Security Center	80	599	111	783	FY 1984-85
R & E Center* and Annex*	180	779	90	873	FY 1984-85
Central Correctional Institution**	1,100	1,879	1,186	2,059	FY 1985-86
Greenwood	48	1,927	53	2,112	FY 1985-86
TOTALS	1,927		2,112		

*Leased facilities.

**Any revenue derived from the sale of CCI will be returned to the general funds of the State of South Carolina.

FACILITY CONVERSIONS

As new construction projects are completed, several existing facilities or portions thereof should be converted to another type security or functional use. The proposed conversions are shown in TABLE 6. The facility conversions will not affect the total supply of bedspaces but will alter the facility type indicated in TABLE 1.

TABLE 6
FACILITY CONVERSIONS

FACILITY	DESIGN CAPACITY	MAXIMUM OPERATING CAPACITY	NEW USE	ESTIMATED CONVERSION DATE/EVENT
Blue Ridge (30-Day Pre-Release portion)	32	64	Work release or employment program.	FY 1980-81. When Northside addition operational.
Intake Service Center, Greenville	90	87	Medium Security	FY 1980-81. When new Oaklawn facil- ity operational.
Watkins	129	203	Minimum Security	FY 1981-82. When new pre-release center operational.
Campbell	100	100	Employment program.	FY 1983-84. When new work release center operational Columbia area.
Employment Program Dorm	50	51	Minimum Security	FY 1983-84. When Campbell converted to employment pro- gram use.
Women's Work Release Dorm	49	51	Minimum Security	FY 1983-84. When female inmates relocated to new work release centers in all correctional regions.

SECTION III - PROPOSED CAPITAL IMPROVEMENTS PROJECTS

TABLE 7 depicts the inmate population forecast for the Department for each fiscal year through 1988-89. It should be noted that the forecasts presented in this table assume no change in legislation, adjudication pattern of courts, or parole decisions which would result in acceleration or deceleration of inmate admissions or affect the sentencing, admission, parole or release of inmates.

Based on the forecasts, the total average SCDC inmate population is projected to increase to only 9,864 for Fiscal Year 1988-89, a considerable reduction from the number previously used in the 1977 study for 1986. The result will be a substantial decrease in construction requirements and additional operating costs during the ten-year period.

In view of the declining trend of the number of SCDC inmates housed in county and other designated facilities, it is estimated that the average number will decrease to 600 for Fiscal Year 1981-82 and continue at that level for the foreseeable future. It is further estimated that the number of inmates living in the community outside of correctional facilities while participating in the Extended Work Release Program will average 200 throughout the ten-year period. Based on these estimates, the forecasts indicate that the Department will be required to provide bedspace in SCDC institutions for an average of 9,064 inmates in Fiscal Year 1988-89, as compared to 12,500 previously predicted for 1986.

TABLE 7

INMATE POPULATION FORECAST
DEPARTMENT OF CORRECTIONS
(Averages by Fiscal Year)

FISCAL YEARS 1979-80 THROUGH 1983-84

LOCATION	FY 1979-80	FY 1980-81	FY 1981-82	FY 1982-83	FY 1983-84
SCDC Institutions	6,928	7,194	7,687	7,908	8,164
Designated Facilities	800*	800	600	600	600
Extended Work Release	200*	200	200	200	200
TOTALS - All INMATES	7,928	8,194	8,487	8,708	8,964
Highest Total Inmate Count During Fiscal Year	8,061	8,340	8,598	8,836	9,090

FLOW OF INMATES

Admissions from Courts	4,892	5,013	5,248	5,462	5,681
Releases	4,614	4,799	4,969	5,205	5,442

FISCAL YEARS 1984-85 THROUGH 1988-89

LOCATION	FY 1984-85	FY 1985-86	FY 1986-87	FY 1987-88	FY 1988-89
SCDC Institutions	8,417	8,544	8,669	8,815	9,064
Designated Facilities	600	600	600	600	600
Extended Work Release	200	200	200	200	200
TOTALS - ALL INMATES	9,217	9,344	9,469	9,615	9,864
Highest Total Inmate Count During Fiscal Year	9,280	9,406	9,542	9,740	9,950

FLOW OF INMATES

Admissions from Courts	5,881	5,961	5,969	5,987	6,005
Releases	5,630	5,772	5,844	5,852	5,873

*Based on current experience, the number targeted for FY 1979-80 is not holding up and may not hold up for FY 1980-81. This situation will continue to be monitored.

As indicated on page 12 in Section II, after approved facilities are operational and proposed facility closures are removed from the current inventory, the Department's bedspace supply at maximum operating capacity will be 6,212. The demand for bedspaces based

on current inmate population forecasts through Fiscal Year 1988-89, as indicated in TABLE 7, will increase from a daily average of 6,928 in Fiscal Year 1979-80 to 9,064 in Fiscal Year 1988-89. The additional projects presented in TABLES 8 and 9, when operational, will provide the necessary bedspaces to meet this demand through the end of the ten year period.

The estimated costs indicated in TABLES 8, 9 and 10 (which presents the estimated capital improvements expenditures by fiscal year) are based on 1979 dollars, with estimated inflated costs at 12 percent per annum also shown. The true cost of projects will be influenced by actual future inflationary trends and other factors which might result in changes in construction costs.

It is possible that the inmate custody grades, and therefore bedspace requirements in the four type institutions (medium/maximum, minimum security, pre-release, work release) may change in the future due to modifications in inmate classification policies and other considerations. Changes which do occur will be reflected in future annual revisions of this capital improvements program.

With the exception of a new abattoir, the Comprehensive Growth and Capital Improvements Plan did not provide for new administrative and support facilities to meet the increasing operational requirements of the Department and to replace space currently being leased. These essential projects, other than those for which funds are already approved (TABLES 2 through 4), are included in TABLES 8 and 9.

Since the original SCDC Comprehensive Growth and Capital Improvements Plan was published, the SCDC has received adequate capital improvements funds to meet the renovations needs contained in the plan. The matter of renovations will continue to be reviewed and any future needs identified will be included in subsequent updates of this Ten Year Capital Improvements Program.

The estimated cost of each project listed in TABLES 8 and 9 includes the cost of basic equipment, land purchase where required, fees and contingencies, and the cost of construction program personnel and equipment for inmate construction program projects. Completion of these projects will add 2,688 bedspaces to the Department's inventory.

TABLE 8
PROPOSED NEW PROJECTS TO BE REQUESTED
FOR FISCAL YEAR 1981-82

PROJECTS	LOCATION	COST EST. 1979 DOLLARS	CONSTRUCTION START	DATE COMPLETE	COST EST. INFLATED
*Outpatient Clinic	Coastal	\$ 1,066,240	01-01-82	12-31-82	\$ 1,417,718
*576 Bed Medium/ Maximum Security	Midlands	14,838,768	01-01-82	01-31-85	22,222,157
**Warehouse, Industries	Midlands	771,100	02-01-82	01-31-83	1,025,287
*Regional Office	Midlands	194,208	03-01-82	01-31-83	260,470
*Educational/Program Services Facility (Women's)	Midlands	142,912	04-01-82	01-31-83	195,721
432 Bed Medium Security	Appalachian	14,404,992	06-01-82	12-31-83	20,754,160
*144 Bed Work Release	Midlands	1,622,870	06-01-82	06-30-83	2,244,581
*Warehouse, Engineer- ing-SCDC Headquarters	Midlands	170,128	08-01-82	06-30-83	239,015
*96 Bed Work Release	Appalachian	1,099,056	01-01-83	01-31-84	1,652,825
*96 Bed Work Release	Appalachian	1,099,056	01-01-83	01-31-84	1,652,825
*432 Bed Medium Security	Appalachian	12,505,808	06-01-83	01-31-86	20,945,858
Bond Service Cost		<u>718,727</u>			<u>1,089,159</u>
TOTALS (1,776 Beds)		\$48,633,865			\$73,699,776

*Inmate Construction Projects.

**Completion of project included in Phase III from which funds were transferred for construction of new dairy at Wateree; inmate construction.

TABLE 9

ADDITIONAL PROPOSED NEW PROJECTS
THROUGH FISCAL YEAR 1988-89

PROJECTS	LOCATION	COST EST. 1979 DOLLARS	CONSTRUCTION START	DATE COMPLETE	COST EST. INFLATED
384 Bed Medium Security	Coastal	\$13,679,120	09-01-83	03-31-86	\$24,791,060
*Pre-Sentence Psychiatric Eval- uation Unit, 48 Bed	Midlands**	1,454,208	01-01-84	01-31-86	2,623,704
***Capital Punishment Facility	Midlands	250,000	01-01-85	12-31-85	467,020
*Regional Office	Coastal	194,208	06-01-85	04-30-86	374,618
*144 Bed Medium Security (Addition)	Coastal	1,872,976	11-01-85	01-31-87	3,888,241
*96 Bed Work Release	Appalachian	1,099,056	01-01-87	01-31-88	2,690,127
*96 Bed Minimum Security (Ad- dition to MYCC)	Coastal	697,760	01-01-87	01-31-88	1,635,445
*96 Bed Pre- Release	Coastal	1,320,256	11-01-87	01-31-89	3,437,010
*48 Bed Work Release (Addition to Lo. Savannah)	Midlands	283,136	01-01-88	01-31-89	743,093
*48 Bed Work Release (Ad- dition to Palmer)	Coastal	283,136	01-01-88	01-31-89	743,093
Bond Service Cost		<u>317,008</u>			<u>620,901</u>
TOTALS (912 Beds)		\$21,450,864			\$42,014,312

*Inmate Construction Projects.

**The location of the Pre-Sentence Psychiatric Evaluation Unit has not been resolved. The facility may be located on Department of Corrections or, alternatively, Department of Mental Health property.

***Pending final determination by the Board of Corrections; inmate construction.

TABLE 10

CAPITAL IMPROVEMENTS EXPENDITURES PROGRAM
PROPOSED NEW PROJECTS
FISCAL YEARS 1981-82 THROUGH 1988-89
(Estimated Costs Based on 1979 Dollars)

PROJECTS	LOCATION	METHOD	FY 1981-82	FY 1982-83	FY 1983-84	FY 1984-85	FY 1985-86	FY 1986-87	FY 1987-88	FY 1988-89
1. Outpatient Clinic	Coastal	Inmate	533,120	533,120						
2. 576 Bed Medium/ Maximum Security	Midlands	Inmate	2,443,840	4,889,920	4,974,984	2,530,024				
3. Warehouse, Industries	Midlands	Inmate	385,550	385,550						
4. Regional Office	Midlands	Inmate	82,208	112,000						
5. Educational/Program Services Facility (Women's)	Midlands	Inmate	33,600	109,312						
6. 432 Bed Medium Security	Appalachian	Contract	1,400,000	8,691,200	3,921,344					
Multi-Purpose Building		Inmate			392,448					
7. 144 Bed Work Release	Midlands	Inmate	235,200	1,387,670						
8. Warehouse, Engineering (SCDC Headquarters)	Midlands	Inmate		170,128						
9. 96 Bed Work Release	Appalachian	Inmate		453,936	645,120					
10. 96 Bed Work Release	Appalachian	Inmate		453,936	645,120					
11. 432 Bed Medium Security	Appalachian	Inmate		1,008,000	5,405,120	4,733,120	1,359,568			
12. 384 Bed Medium Security	Coastal	Contract			1,400,000	7,795,200	3,921,344			
Multi-Purpose Building		Inmate					392,448			
Warehouse		Inmate					170,128			
13. Pre-Sentence Psychiatric Evaluation Unit, 48 Bed	Midlands	Inmate			196,000	795,200	463,008			
14. Capital Punishment Facility	Midlands	Inmate				125,000	125,000			
15. Regional Office	Coastal	Inmate				41,216	152,992			
16. 144 Bed Medium Security (Addition to Item 12)	Coastal	Inmate					1,070,272	802,704		
17. 96 Bed Work Release	Appalachian	Inmate					117,936	981,120		
18. 96 Bed Minimum Security (MYCC)	Coastal	Inmate							349,440	348,320
19. 96 Bed Pre-Release	Coastal	Inmate							754,432	565,824
20. 48 Bed Work Release (Lower Savannah)	Midlands	Inmate							141,568	141,568
21. 48 Bed Work Release (Palmer)	Coastal	Inmate							141,568	141,568
22. Bond Service Cost			76,703	272,921	263,702	240,296	114,822	13,810	35,522	17,959
TOTALS (1979 Dollars)			5,190,221	18,467,693	17,843,838	16,260,056	7,769,582	934,450	2,403,650	1,215,239
ESTIMATED INFLATED COSTS*			6,510,483	25,945,462	28,076,961	28,655,446	15,335,905	2,851,742	5,948,580	2,389,502

* Inflated to year(s) incurred, at 12 percent per annum.

GRAND TOTAL 1979 DOLLARS \$ 70,084,729

GRAND TOTAL INFLATED COSTS \$115,714,088

Of the total of 2,688 new bedspaces, 1,872 (69.64 percent) are in institutions and centers planned to be constructed through the inmate construction program, and 816 (30.36 percent) by contract. Inmate labor also is planned for a number of additional facilities, as follows:

- Capital Punishment Facility (Pending final determination)
- Educational/Program Services Facility (Women's Correctional Center)
- Engineering Warehouse (SCDC Headquarters)
- Industries Warehouse, completion (SCDC Headquarters)
- Outpatient Clinic (Coastal)
- Regional Warehouse (Coastal)
- Pre-Sentence Psychiatric Evaluation Unit (Midlands)
- Two multi-purpose buildings (Appalachian and Coastal)
- Two regional offices (Midlands and Coastal)

Of the total estimated 1979 dollar cost of \$70,084,729 the cost of projects planned for construction by inmate labor is \$42,548,705 (60.71 percent) and by contract \$27,536,024 (39.29 percent). The estimated savings to be realized from the use of inmate labor on the proposed projects, based on 1979 costs, is \$14,182,902 (See Appendix).

Based upon the approval and completion of capital improvements projects proposed in TABLES 8 and 9, the number of available bedspaces at maximum operating capacity will increase to 8,900 by Fiscal Year 1988-89. The distribution of the forecasted number of inmates among SCDC institutions and centers for each fiscal year throughout the ten-year period is shown in TABLE 11.

TABLE 11

DISTRIBUTION OF INMATES AMONG SCDC INSTITUTIONS/CENTERS
FISCAL YEARS 1980-81 THROUGH 1988-89

	FY 1980-81	FY 1981-82	FY 1982-83	FY 1983-84	FY 1984-85	FY 1985-86	FY 1986-87	FY 1987-88	FY 1988-89
<u>APPALACHIAN</u>									
Blue Ridge	144	144	200	0	0	0	0	0	0
Dutchman (8/80)	528	528	528	528	528	528	528	528	528
Dutchman 2 (3/82)	0	528	528	528	528	528	528	528	528
Givens	100	100	100	100	100	100	100	100	100
Greenwood	80	80	80	80	80	0	0	0	0
Hillcrest	96	0	0	0	0	111	111	111	111
ISC	100	87	117	117	117	87	87	87	87
Northside	25	25	37	37	37	37	37	37	37
Addition (7/80)	144	144	144	144	144	144	144	144	144
Oaklawn (new 8/80)	576	576	576	576	576	576	576	576	576
Piedmont (new 12/80)	96	96	96	96	96	96	96	96	96
New Inst. 1 (12/83)	0	0	0	432	432	432	432	432	432
New Inst. 2 (1/86)	0	0	0	0	0	432	432	432	432
New WR Center 1 (1/84)	0	0	0	96	96	96	96	96	96
New WR Center 2 (1/84)	0	0	0	96	96	96	96	96	96
New WR Center 3 (1/88)	0	0	0	0	0	0	0	96	96
REGIONAL TOTALS	1,889	2,308	2,406	2,830	2,830	3,263	3,263	3,359	3,359
<u>MIDLANDS</u>									
Aiken	238	238	260	260	260	260	260	240	260
Campbell	130	130	130	100	100	100	100	100	100
Catawba	80	80	96	96	96	96	96	96	96
CCI	1,265	1,099	1,102	839	715	0	0	0	0
CJA	28	28	28	28	28	28	28	28	28
EPD	64	64	64	0	0	0	0	0	0
Goodman	100	100	100	186	186	186	170	170	170
Kirkland	759	621	621	621	621	642	621	614	667
Lexington	80	0	0	0	0	0	0	0	0
Lower Savannah	72	72	72	72	72	72	72	72	48
Addition (1/89)	0	0	0	0	0	0	0	0	48
Manning	400	344	344	344	344	344	344	344	344

TABLE 11 (CONTINUED)

DISTRIBUTION OF INMATES AMONG SCDC INSTITUTIONS/CENTERS
FISCAL YEARS 1980-81 THROUGH 1988-89

	FY 1980-81	FY 1981-82	FY 1982-83	FY 1983-84	FY 1984-85	FY 1985-86	FY 1986-87	FY 1987-88	FY 1988-89
MSC	100	60	60	60	0	0	0	0	0
R & E	250	150	150	150	0	0	0	0	0
Walden	192	150	150	150	150	150	150	150	150
Wateree	SEE COASTAL REGION					264	264	264	264
Addition (6/80)						96	96	96	96
Addition (6/80)						96	96	96	96
Watkins	170	180	180	180	180	180	180	180	180
WWRD	50	50	50	0	0	0	0	0	0
Women's	273	191	205	214	225	229	234	240	251
Addition (3/82)	0	96	96	96	96	96	96	96	96
New Inst. (1/85)	0	0	0	0	576	576	576	576	576
New PR Center (12/81)	0	144	144	144	144	144	144	144	144
New WR Center (6/83)	0	0	0	144	144	144	144	144	144
REGIONAL TOTALS	4,251	3,797	3,852	3,684	3,937	3,703	3,671	3,650	3,758
COASTAL									
Coastal	96	96	96	96	96	96	96	96	96
MacDougall	330	330	384	384	384	384	397	372	384
Addition (1/88)	0	0	0	0	0	0	0	96	96
Palmer	90	90	90	90	90	90	90	90	75
Addition (1/89)	0	0	0	0	0	0	0	0	48
Wateree	250	250	264	264	264	SEE MIDLANDS REGION			
Addition (6/80)	96	96	96	96	96				
Addition (6/80)	96	96	96	96	96				
New Inst. 1 (2/82)	0	528	528	528	528	528	528	528	528
New Inst. 2 (3/86)	0	0	0	0	0	384	384	384	384
Addition (1/87)	0	0	0	0	0	0	144	144	144
New PR Center (1/89)	0	0	0	0	0	0	0	0	96
New WR Center (6/81)	96	96	96	96	96	96	96	96	96
REGIONAL TOTALS	1,054	1,582	1,650	1,650	1,650	1,578	1,735	1,806	1,947
TOTALS ALL INSTITUTIONS	7,194	7,687	7,908	8,164	8,417	8,544	8,669	8,815	9,064*

*The supply of bedspaces at maximum operating capacity will be 8,900 at this time. Discounting bedspace requirements for 58 inmates who live at job sites in non-SCDC facilities, the SCDC will have an average daily shortage of 106 bedspaces during FY 1988-89.

SECTION IV - SUMMARY

Population forecasts indicate that the Department will be required to provide bedspace in SCDC institutions and centers for a daily average of 9,064 inmates during Fiscal Year 1988-89.

The current supply of bedspaces based on maximum operating capacity (overall average of 50 square feet of sleeping space per inmate) of institutions and centers is 5,396.

Approved construction projects will provide 2,928 bedspaces. The additional construction projects proposed here will provide 2,688 bedspaces.

The Department will lose 2,112 bedspaces through the closure of 12 existing facilities.

The net supply of bedspaces will be 8,900. Discounting bedspace requirement for 58 inmates who sleep at their job sites in non-SCDC facilities, during Fiscal Year 1988-89 the Department will have an average daily shortage of 106 bedspaces at maximum operating capacity.

TABLE 12

CURRENT SUPPLY OF BEDSPACES

TYPE FACILITY	APPALACHIAN	MIDLANDS	COASTAL	TOTAL
Medium/Maximum	87	2,352		2,439
Minimum Security	588	981	384	1,953
Pre-Release	64	203		267
Work Release	247	359	131	737
TOTALS	986	3,895	515	5,396

TABLE 13

BEDSPACES PROVIDED BY APPROVED PROJECTS

TYPE FACILITY	APPALACHIAN	MIDLANDS	COASTAL	TOTAL
Medium/Maximum	576		528	1,104
Minimum Security	1,056	288		1,344
Pre-Release	144	144		288
Work Release	96		96	192
TOTALS	1,872	432	624	2,928

TABLE 14

BEDSPACES GAINED THROUGH PROPOSED PROJECTS

TYPE FACILITY	APPALACHIAN	MIDLANDS	COASTAL	TOTAL
Medium/Maximum	864	576	528	1,968
Minimum Security			96	96
Pre-Release			96	96
Work Release	288	192	48	528
TOTALS	1,152	768	768	2,688

TABLE 15

BEDSPACES LOST THROUGH FACILITY CLOSURES

TYPE FACILITY	APPALACHIAN	MIDLANDS	COASTAL	TOTAL
Medium/Maximum		1,387		1,387
Minimum Security	359	55		414
Pre-Release				
Work Release	311			311
TOTALS	670	1,442		2,112

TABLE 16

BEDSPACE SUPPLY JUNE 30, 1989*

TYPE FACILITY	APPALACHIAN		MIDLANDS		COASTAL		TOTAL	
	NUMBER	%	NUMBER	%	NUMBER	%	NUMBER	%
Medium/Maximum	1,527	45.7	1,541	42.2	1,056	55.4	4,124	46.3
Minimum Security	1,248	37.4	1,519	41.6	480	25.2	3,247	36.5
Pre-Release	181	5.4	144	3.9	96	5.0	421	4.7
Work Release	384	11.5	449	12.3	275	14.4	1,108	12.5
TOTALS	3,340	100.0	3,653	100.0	1,907	100.0	8,900	100.0

*Includes adjustments for conversion of current bedspaces from one type to another, per TABLE 6.

TABLE 17

PROPOSED DISTRIBUTION OF INMATE POPULATION
 AMONG SCDL INSTITUTIONS/CENTERS BY TYPE
 FACILITY FISCAL YEAR 1988-89

TYPE FACILITY	APPALACHIAN	MIDLANDS	COASTAL	TOTAL
Medium/Maximum	1,527	1,587	1,056	4,170
Minimum Security	1,267*	1,591**	480	3,338***
Pre-Release	181	144	96	421
Work Release	384	436	315	1,135
TOTALS	3,359*	3,758**	1,947	9,064***

*Includes 30 inmates who live at job sites.

**Includes 28 inmates who live at job sites.

***Includes 58 inmates who live at job sites.

APPENDIX

PROJECTED SAVINGS USING INMATE LABOR

The Department of Corrections is planning to perform 44.04 percent of the construction of the Ten Year Capital Improvements Projects utilizing inmate labor. Based on 1979 costs, this amounts to \$60,167,687 of the \$136,613,707 for approved and proposed projects in the Ten Year Plan.

The Department anticipates a savings of \$20,055,896 (\$5,872,994 for approved projects; \$14,182,902 for proposed projects) of the amount of work performed using inmate labor. This figure reflects a savings of 25 percent. This percentage was arrived at by dividing the cost of a construction project into three categories: Material Cost, Labor Cost, and Other.

On an average construction project, these cost will be proportioned as follows:

Material Cost	52%
Labor Cost	24%
Other	24%
TOTAL	100%

The above percentages on an SCDC inmate labor project will be proportioned as follows:

Material Cost	52%
Labor Cost	11%
Other	12%
TOTAL	75%

The difference between the two cost figures, 25 percent, represents the amount of savings the Department of Corrections should realize through the utilization of inmate labor.

The difference in the Labor Cost is based upon the fact that the maximum pay an inmate can receive on the construction project is fourteen cents per hour. The average pay in the construction industry within South Carolina is approximately \$4.50 per hour. At first glance, it would appear that the labor savings should be a higher figure; however, each inmate construction project requires a civilian foreman over each major trade, i.e., Electrical, Plumbing, Masonry, HVAC, Carpentry, and a Civilian Superintendent, to ensure quality control and timely completion.

The difference in the Other cost is based upon the overhead and profit costs which are not incurred by the Department of Corrections. The following table* shows a comparison between average overhead costs of a general contractor and the Department of Corrections. When reading the table, it must be considered that the average general contractor will perform approximately 35 percent of the work on a project with his own forces. The remaining 65 percent of the work will be subcontracted to specialized firms and these firms have their own overhead and profit costs to consider.

<u>TITLE</u>	<u>GENERAL CONTRACTOR & SUBCONTRACTOR %</u>	<u>SCDC %</u>
Main Office	7.4	6.9
Tools and Minor Equipment	.4	.4
Workmen's Compensation & Employee Liability	3.5	1.7**
Field Office, Sheds, Photos, etc.	.8	.8
Performance Bond	.7	0
Unemployment Tax	1.9	1.0**
Social Security	2.3	1.2**
Profit	7.0	0
TOTAL	24.0%	12.0%

*The information shown in the table was obtained from local firms in the Midlands Region of South Carolina.

**These figures show a wide discrepancy because of two reasons: Inmates do not receive payment for these entries and approximately 50 percent of the office and field civilian personnel work as consultants and therefore do not receive any benefits.

EXHIBIT

APR 29 1980

NO. 3

STATE BUDGET & CONTROL BOARD

A 2

EXHIBIT

APR 29 1980

NO. 4

STATE BUDGET & CONTROL BOARD

SUPPLEMENTAL APPROPRIATION
REQUEST AND RECOMMENDATIONS
FISCAL YEAR 1979-80

ITEMS

1. Schedule of Funds Available
2. Estimated Lapses in FY 79-80 BPI and Merit
Personal Service Funds (as of April 28, 1980).
3. Schedule of Requests and Recommendations
4. Proposed Provisos

EXHIBIT

APR 29 1980 NO. 4

STATE BUDGET & CONTROL BOARD

SCHEDULE OF FUNDS AVAILABLE FOR SUPPLEMENTAL APPROPRIATIONS

General Fund Surplus - July 1, 1979 12,665,413

Add

Anticipated Revenue - Fiscal Year 79-80	1,586,123,828	
General Appropriation -	<u>1,556,722,588</u>	
Anticipated Revenue over		
Appropriation		29,401,240

Identified Lapses 79-80:		
Aid to Subdivisions	3,905,884	
Civil Contingent Fund	50,657	
Base Pay and Merit Increases	<u>1,023,827</u>	
Total Identified Lapses		4,980,368

Indirect Cost Recovery 184,357

Total 47,231,378

Deductions

Provision for General Fund Reserve	7,964,051	
Funds Appropriated in Part III of		
1980-81 Bill	23,640,669	
Surplus Appropriation - National Guard		
Activation	85,720	
Supplemental Appropriation		
Recommendation No. 1	<u>2,746,000</u>	
Total Deductions		<u>34,436,440</u>

Total Available for Supplemental No. 2 12,794,938

EXHIBIT

APR 29 1980 NO. 4

STATE BUDGET & CONTROL BOARD

Personal Service Funds
BPI and Merit
Estimated 1979-80
Lapse Funds

The Senate	15,721	
House of Representatives	27,619	
Special Services, Both Houses	1,541	
Codification Laws Leg. Council	3,230	
Legislative Audit Council	1,460	
Legislative Information Systems	9,331	
House of Rep. Mem. Research Commission	1,287	
State Reorganization Commission	7,952	
Comptroller General's Office	35,000*	*Estimate
State Treasurer's Office	28,127*	
State Election Commission	4,359	
B&C Board - Office of Executive Director	13,571	
B&C Board - Research and Statistical Division	4,600	
B&C Board - General Services Division	84,839	
B&C Board- Retirement Division	1,808	
B&C Board- Personnel Division	52,932	
B&C Board - Local Government Division	2,299	
Higher Education Tuition Grants Commission	2,805	
Advisory Council Vocational and Technical Education	34	
State Board for Tech. & Comprehensive Education	30,428	
Department of Archives and History	33,634	
S. C. State Library	42,197	
State Museum Commission	3,921	
Department of Mental Retardation	57,455	
State Agency of Vocational Rehabilitation	92,634	
John De La Howe	24,224	
Adv. Bd. for Review of Foster Care of Children	5,292*	
Children's Bureau	29,643	
Commission for the Blind	45,812	
State Housing Authority	22,098*	
Commission on Human Affairs	277	
Dept. of Veterans Affairs	10,664	
Department of Corrections	31,952	
Department of Youth Services	61,718	
Department of Agriculture	8,125	
Wildlife and Marine Resources Dept.	68,085	
Clark's Hill- Russell Authority of S. C.	1,082	
Insurance Department	13,663	
Department of Labor	93,889*	
Alcoholic Beverage Control Commission	39,698	
State Ethics Commission	1,990	
Board of Architectural Examiners	839	
Board of Dentistry	715	
Board of Engineering Examiners	125	
Board of Certification of Environmental Systems Operators	139	
Board of Funeral Service	528	
Board of Medical Examiners	308	
Board of Nursing	1,056	
Real Estate Commission	292	
Residential Home Builders Commission	2,829	
Total	<u>1,023,827</u>	

EXHIBIT

SCHEDULE OF SUPPLEMENTAL APPROPRIATION
REQUEST AND RECOMMENDATIONS
FISCAL YEAR 1979-80

APR 29 1980

NO. 4

STATE BUDGET & CONTROL BOARD

Agency Code		Agency Request	Staff Recommendations
A 20	Legislative Audit Council: Building Renovations	<u>200</u>	
A 25	Legislative Information Systems: Building Renovations	<u>300</u>	
B04	Judicial Department: Building Renovations	<u>1,500</u>	
D10	Governor's Office - SLED:		
	Building Renovations	10,000	
	Equipment - Automotive	490,000	490,000
	Equipment - Breathalyzer	42,000	42,000
	Supplies - Breathalyzer	71,000	71,000
	Printing - Breathalyzer	3,500	3,500
D 20	Governor's Office:		
	Building Renovations	1,000	
	Governor's Task Force on Health Care		
	Cost Containment	50,000	50,000
	Survey on Medically Needy	20,000	
	Minority Business & Rural Development	200,000	200,000
	Funds Flow System	80,000	
	Governor's Summer School for the		
	Artistically Talented	115,000	115,000
	Energy Tax Incentive Program	3,500,000	1,000,000
	TOTAL GOVERNOR'S OFFICE	<u>4,582,500</u>	<u>1,971,500</u>
E 04	Lieutenant Governor:		
	Equipment Automotive	<u>9,800</u>	<u>9,800</u>
E 08	Secretary of State:		
	Printing	<u>2,500</u>	
E 12	Comptroller General:		
	Building Renovations	<u>1,800</u>	
E 16	State Treasurer:		
	Building Renovations	6,500	6,500
	Contractual Services	10,000	10,000
	TOTAL STATE TREASURER	<u>16,500</u>	<u>16,500</u>

Agency Code		Agency Request	Staff Recommendations
E 20	Attorney General:		
	Building Renovations	31,148	
	Library Equipment-Dennis Building	43,061	43,061
	Contractual Service-Telephone	1,421	1,421*
	TOTAL ATTORNEY GENERAL	<u>75,630</u>	<u>44,482</u>
E 24	Adjutant General:		
	Administration:		
	Contractual Services-Intrusion System	7,800	7,800*
	Travel	3,000	
	Military Personnel:		
	Personal Service-Clk Typist II	1,878	
	Tuition Assistance	75,000	40,000*
	Buildings & Grounds:		
	Building Renovations	22,000	22,000
	Emergency Preparedness:		
	Rents-State Owned Buildings	9,405	9,405*
	Employer Contribution	337	
	TOTAL ADJUTANT GENERAL'S OFFICE	<u>119,420</u>	<u>79,205</u>
E 28	Election Commission:		
	Election Expense	933,000	
	Voter Registration System	101,922	
	TOTAL ELECTION COMMISSION	<u>1,034,922</u>	
	Budget and Control Board:		
F02	Executive Director:		
	Civil Contingency Fund	15,000	15,000
	NOTE: NEED PROVISIO		
F04	Finance:		
	Supplies	4,000	
	Equipment	28,872	28,872
	TOTAL FINANCE	<u>32,872</u>	<u>28,872</u>
F 12	General Services:		
	Construction and Renovation:		
	Structure Removal	5,000	
	Governor's Mansion	53,800	35,800
	Engineering Operations Unit:		
	Insurance	12,000	12,000*
	Equipment	2,800	2,800*
	Debt Service	64,713	64,713*
	TOTAL GENERAL SERVICES	<u>138,313</u>	<u>115,313</u>
F 16	Motor Vehicle Management:		
	Equipment-Automobiles & Radio		
	Equip for ABC Commission	53,220	53,220
F 24	Personnel:		
	Building Renovations	1,170	

Agency Code		Agency Request	Staff Recommendations
H 03	Commission on Higher Education: Building Quality & Utilization Survey	<u>100,000</u>	<u>100,000</u>
H 06	Tuition Grants: Grants Program	<u>304,622</u>	
H 09	The Citadel:		
	Instruction	31,435	
	Academic Support:		
	Library/Museum	23,318	
	Other Academic Support	16,916	
	Student Services	19,166	
	Institutional Support	41,028	
	Operations & Maintenance:		
	Contractual Services	363,981	
	Supplies	115,322	
	Equipment	46,108	
	Equipment-Library Acquisition	138,000	138,000
	TOTAL THE CITADEL	<u>795,274</u>	<u>138,000</u>
H 12	Clemson University		
	Research:		
	Building Construction	750,000	
	Public Service:		
	Other Contractual Services	184,357	184,357*
	Building Construction	250,000	
	Institutional Support:		
	Services-Research, Surveys	100,000	
	TOTAL CLEMSON UNIVERSITY	<u>1,284,357</u>	<u>184,357</u>
H 15	College of Charleston:		
	Instruction:		
	Equipment	146,000	
	Academic Support:		
	Library Books	103,000	
	Operation & Maintenance of Plant:		
	Utilities	128,000	
	Other Contractual Services	32,000	
	Other Equipment	52,000	
	TOTAL COLLEGE OF CHARLESTON	<u>461,000</u>	
H 18	Francis Marion College:		
	Instruction:		
	Equipment	19,700	
	Other Academic Support		
	Equipment	9,400	
	Contractual Services	3,850	
	Operation & Maintenance of Plant:		
	Motor Vehicles	12,000	
	Equipment	28,400	
	Repair Smith Student Center	274,000	274,000
	TOTAL FRANCIS MARION COLLEGE	<u>347,350</u>	<u>274,000</u>

<u>Agency Code</u>		<u>Agency Request</u>	<u>Staff Recommendations</u>
H 21	Lander College:		
	Instruction:		
	Equipment	109,345	
	Institutional Supports		
	Motor Vehicles	13,000	
	TOTAL LANDER COLLEGE	<u>122,345</u>	
H 24	S.C. State College:		
	Instruction:		
	Contractual Services	54,461	
	Supplies	24,668	
	Fixed Charges	2,297	
	Equipment	27,420	
	Student Services:		
	Equipment	1,535	
	Institutional Support:		
	Equipment	20,998	
	Operation & Maintenance of Plant:		
	General Repairs	40,000	
	Maintenance	49,102	
	Other Equipment	14,571	
	Non-Recurring Appropriations:		
	Equipment	278,098	
	TOTAL STATE COLLEGE	<u>513,150</u>	
H 27	USC - Columbia:		
	Instruction - Equipment	2,647,717	
	Academic Support - Library Equipment	750,000	
	Student Services - Equipment	35,721	
	Institutional Support - Equipment	8,993,674	
	Operations & Maintenance	250,000	
	TOTAL USC - COLUMBIA	<u>12,677,112</u>	
H 29	USC - Aiken:		
	Instruction - Equipment	106,235	
	Academic Support - Library Equipment	125,000	
	Academic Support - General Equipment	16,558	
	Institutional Support - Equipment	24,660	
	TOTAL USC - AIKEN	<u>272,453</u>	
H 32	USC - Coastal:		
	Instruction - Equipment	100,000	
	Academic Support - Library Equipment	260,000	
	Institutional Support - Equipment	190,000	
	TOTAL USC - COASTAL	<u>550,000</u>	
H 34	USC - Spartanburg:		
	Instruction - Equipment	191,200	
	Academic Support - Library Equipment	200,000	
	TOTAL USC - SPARTANBURG	<u>391,200</u>	

<u>Agency Code</u>		<u>Agency Request</u>	<u>Staff Recommendations</u>
H 36	USC - Beaufort:		
	Instruction - Equipment	35,040	
	Academic Support - Library Equipment	25,000	
	TOTAL USC - BEAUFORT	<u>60,040</u>	
H 37	USC - Lancaster:		
	Academic Support - Library Equipment	<u>50,000</u>	
H 38	USC - Salkehatchie:		
	Instruction - Equipment	54,913	
	Academic Support - Library Equipment	25,000	
	TOTAL USC - SALKEHATCHIE	<u>79,913</u>	
H 39	USC - Sumter:		
	Instruction - Equipment	34,250	
	Academic Support - Library Equipment	60,000	
	Institutional Support - Equipment	40,800	
	Operations & Maintenance	6,500	
	TOTAL USC - SUMTER	<u>141,550</u>	
H 40	USC - Union:		
	Instruction - Equipment	45,893	
	Academic Support - Library Equipment	35,000	
	TOTAL USC - UNION	<u>80,893</u>	
H 47	Winthrop College:		
	Instruction - Equipment	193,000	
	Operations & Maintenance of Plant:		
	Contractual Services	198,000	
	Equipment	68,000	
	Library Equipment & Acquisition	150,000	
	TOTAL WINTHROP COLLEGE	<u>609,000</u>	
H 51	Medical University of S.C. Charleston Higher Education Consortium	<u>20,000</u>	
H 59	Technical & Comprehensive Education: Equipment	<u>2,055,979</u>	<u>1,755,979</u>
H 63	Department of Education:		
	Building Renovations	11,000	
	Gasoline	4,620,000	682,861
	School Buses	2,600,000	2,000,000
	School Textbooks	1,836,479	1,836,479
	Service Vehicles	81,250	81,250
	Film Library Loan System	260,000	
	Adult Education	25,339	25,339 *
	TOTAL DEPARTMENT OF EDUCATION	<u>9,434,068</u>	<u>4,625,929</u>

<u>Agency Code</u>		<u>Agency Request</u>	<u>Staff Recommendations</u>
H 67	ETV Commission:		
	Contractual Services	50,000	50,000
	Building Renovations	18,937	
	Closed Circuit	332,083	
	TOTAL ETV COMMISSION	<u>401,020</u>	<u>50,000</u>
H 71	Wil Lou Gray Opportunity School:		
	Administration - Equipment	600	
	Support Services:		
	Contractual Services	8,300	
	Equipment	7,800	
	Permanent Improvements	33,800	33,800
	TOTAL WIL LOU GRAY		
	OPPORTUNITY SCHOOL	<u>50,500</u>	<u>33,800</u>
H 75	School for the Deaf & the Blind:		
	Building Renovations	<u>1,000</u>	
H 79	Department of Archives & History:		
	Administration:		
	Motor Vehicles	12,000	
	Records Management - Equipment	42,000	42,000
	Building Renovations	750	
	TOTAL ARCHIVES & HISTORY	<u>54,750</u>	<u>42,000</u>
H 83	Confederate Relic Room		
	Equipment - Palmetto Arms	2,100	2,100
	TOTAL CONFEDERATE RELIC ROOM	<u>2,100</u>	<u>2,100</u>

Agency Code		Agency Request	Staff Recommendations
J 04	Health & Environmental Control:		
	Emergency Medical Services	120,000	120,000
	Building Renovations	11,360	
	Family Planning	279,274	70,000
	Vaccine for Immunizations	250,000	
	Environmental Quality Control-Equipment	61,850	
	Medical & Dental Scholarships	80,600	
	Congaree Swamp Monitoring	34,300	
	Nurse Scholarship Program	80,000	
	General Operations-State Parks	205,529	135,000 *
	S.C. Rural Water & Sewer Grants	400,000	
	TOTAL HEALTH & ENVIRONMENTAL CONTROL	1,522,913	325,000
J 12	Department of Mental Health:		
	State Hospital:		
	Classified Positions	344,500	125,000 *
	Employer Contributions	47,851	15,363 *
	Crafts-Farrow:		
	Classified Positions	305,500	97,300 *
	Employer Contributions	43,434	12,037 *
	Projects & Grants:		
	Classified Positions	47,659	
	Employer Contributions	7,625	
	Other Operating Expenses	41,619	
	Anderson-Oconee-Pickens:		
	Classified Positions	77,076	
	Employer Contributions	10,164	
	Other Operating Expenses	76,257	
	Catawba Center for G & D:		
	Other Operating Expenses	28,991	
	Charleston Area Center:		
	Contractual Services	4,412	
	Coastal Empire Center:		
	Other Operating Expenses	11,733	
	Columbia Area Center:		
	Classified Positions	180,122	
	Employer Contributions	30,030	
	Contractual Services	23,851	
	Greenville Area Center:		
	Other Operating Expenses	5,186	
	Orangeburg Area Center:		
	Other Operating Expenses	50,193	
	Pee Dee Center:		
	Classified Positions	3,416	
	Employer Contributions	533	
	South Greenville Center:		
	Classified Positions	33,943	
	Employer Contributions	5,262	
	Spartanburg Area Center:		
	Classified Positions	97,084	
	Employer Contributions	15,251	
	Roof Repairs	45,000	
	Alternate Care:		
	Other Operating Expenses	8,521	
	TOTAL MENTAL HEALTH	1,545,213	249,700

<u>Agency Code</u>		<u>Agency Request</u>	<u>Staff Recommendations</u>
J 16	Mental Retardation: Building Renovations	<u>38,600</u>	
J 20	Alcohol and Drug Abuse: Building Renovations	<u>1,000</u>	
L 04	Department of Social Services:		
	Medical Assistance Program	2,500,000	1,537,000 *
	Building Renovations	2,206	
	Day Care	1,800,000	
	Case Worker Training	80,000	80,000
	TOTAL DEPARTMENT OF SOCIAL SERVS	<u>4,382,206</u>	<u>1,617,000</u>
L 08	Department Of Vocational Rehabilitation: Building Renovations - Palmeto Ctr	<u>57,981</u>	<u>57,981</u>
L 20	Children's Bureau:		
	Administration-Other Operating Exp.	4,800	
	Foster Care - Other Operating Exp.	2,000	
	Adoption - Travel	4,000	
	Title XX Audit Exception	9,714	9,714 *
	Other Operating Expenses 1980-81	40,787	
	TOTAL CHILDREN'S BUREAU	<u>61,301</u>	<u>9,714</u>
N 04	Department of Corrections:		
	Building Renovations	9,566	
	Utilities	126,000	
	Medical & Health	218,000	50,000 *
	Food Supplies	380,000	50,000 *
	Household, Laundry & Janitorial Supplies	80,000	
	Motor Vehicle Supplies	232,000	50,000 *
	TOTAL DEPARTMENT OF CORRECTIONS	<u>1,045,566</u>	<u>150,000</u>
N 12	Department of Youth Services: Building Renovations	<u>12,660</u>	
P 04	Water Resources Commission: Equipment	<u>52,000</u>	
P 08	Land Resources Commission:		
	Contractual Services	150,000	
	Soil Survey	50,000	
	TOTAL LAND RESOURCES COMMISSION	<u>200,000</u>	

<u>Agency Code</u>		<u>Agency Request</u>	<u>Staff Recommendations</u>
P 12	Forestry Commission:		
	Administration:		
	Other Operating Expense	21,518	
	Forest Landowner Assistance:		
	Supplies-Motor Vehicle	250,000	
	Equipment-Motor Vehicle	807,421	
	Indirect Cost Replacement	42,944	
	TOTAL FORESTRY COMMISSION	<u>1,121,883</u>	
P 16	Department of Agriculture:		
	Contractual Services	135,250	128,250
	Equipment	66,000	16,000
	Motor Vehicle	6,500	6,500
	TOTAL AGRICULTURE	<u>207,750</u>	<u>150,750</u>
P 24	Wildlife and Marine Resources:		
	Administrative and Support:		
	Other Contractual Services	50,000	
	Motor Vehicles	24,000	
	Information and Public Affairs:		
	Motor Vehicles	24,000	
	Law Enforcement:		
	Motor Vehicles	500,000	368,641
	Agriculture, Marine & Forestry Equip	75,000	
	Aircraft Equipment	16,000	
	Marine Administration:		
	Other Contractual Services	81,000	
	Equipment	80,000	
	Marine Research Institute:		
	Equipment	150,000	
	Building Renovations	4,514	
	Repairs-Capers Island	51,000	51,000
	TOTAL WILDLIFE AND MARINE RESOURCES	<u>1,055,514</u>	<u>419,641</u>
P 28	Parks, Recreation and Tourism:		
	Carpet and Equipment-Welcome Center	45,975	45,975
	Building Renovations	20,000	20,000
	Discover Upcountry Carolina Association	20,000	
	Musgrove State Park-Permanent Improve	37,269	
	Heyward Cemetery	1,200	
	Welcome Center Uniforms	15,000	
	Charlestowne Landing-Equipment	120,000	
	State Parks-Heavy Equipment Replacement	172,000	
	Foreign Tourism Promotion	100,000	
	Dillon Park Project	22,000	
	Swamp Fox Country Tourism Comm.	40,000	
	Spoletto USA	175,000	
	TOTAL PARKS, RECREATION & TOURISM	<u>768,444</u>	<u>65,975</u>

<u>Agency Code</u>		<u>Agency Request</u>	<u>Staff Recommendations</u>
P 32	State Development Board:		
	Promotional Films	25,000	
	Buildings Repairs	100	
	Other Operating Expenses	50,000	25,000
	TOTAL STATE DEVELOPMENT	<u>75,100</u>	<u>25,000</u>
P 36	Patriot's Point Dev. Authority:		
	Lawsuit Reimbursement	<u>37,500</u>	<u>37,500*</u>
P 48	Old Exchange Building Commission:		
	Classified Positions	25,330	
	Equipment	27,085	
	Other Operating Expenses	14,633	
	TOTAL OLD EXCHANGE BLDG COMM	<u>67,048</u>	

Agency Code		Agency Request	Staff Recommendations
R 08	Industrial Commission:		
	Judicial:		
	Commissioner	5,176	5,176
	Classified Positions	2,667	
	Employer Contributions	1,068	706
	Contractual Services	6,000	
	Administration:		
	Classified Positions	7,941	7,941
	Employer Contributions	1,082	1,082
	Other Contractual Services	10,200	
	TOTAL INDUSTRIAL COMMISSION	<u>34,134</u>	<u>14,905</u>
R 20	Insurance Department:		
	Building Renovations	10,500	
	Contractual Services	18,832	18,832
	Supplies	29,686	29,686
	Equipment	3,925	3,925
	TOTAL INSURANCE DEPARTMENT	<u>62,943</u>	<u>52,443</u>
R 28	Consumer Affairs:		
	Building Renovations	<u>300</u>	
R 44	State Tax Commission:		
	Classified Positions	199,697	
	Temporary Positions	29,893	
	Employer Contributions	29,170	
	Contractual Services	27,928	33,000
	Supplies - Postage	33,076	33,076 *
	TOTAL STATE TAX COMMISSION	<u>319,764</u>	<u>66,076</u>
R 48	Alcoholic Beverage Control Commission:		
	Supplies - Motor Vehicle	18,000	
	Travel	5,000	
	TOTAL ABC COMMISSION	<u>23,000</u>	
	Note: See Motor Vehicle Management for Automobiles & Radios.		
R 99	Funeral Service Board:		
	Contractual Services	<u>3,000</u>	
S 12	State Board of Examiners for Nursing Home Administrators:		
	Per Diem	1,225	
	Contractual Services	2,353	
	TOTAL NURSING HOME ADMINISTRATORS	<u>3,578</u>	
S 36	Real Estate Commission:		
	Research & Education	27,000	
	Building Renovations	500	500
	TOTAL REAL ESTATE COMMISSION	<u>27,500</u>	<u>500</u>

Agency Code		Agency Request	Staff Recommendations
S 40	Residential Home Builders: Building Renovations	<u>1,692</u>	<u>1,692</u>
U04	Aeronautics Commission: Building Renovations	<u>2,000</u>	<u>2,000</u>
X 08	Contributions:		
	Charleston Museum	125,000	
	Historical Camden	50,000	
	Greenville Museum	113,520	
	The Museum-Greenwood	70,000	
	Battle of Star Fort Historical Drama	12,000	
	TOTAL CONTRIBUTIONS	<u>370,520</u>	
----	S. C. Public Service Merit Selection Panel		
	Per Diem	3,850	3,850
	Other Operating Expenses	<u>4,279</u>	<u>4,279</u>
	TOTAL PUBLIC SERVICE MERIT SELECTION PANEL	<u>8,129</u>	<u>8,129</u>
	TOTAL ALL STATE AGENCIES	<u>50,054,562</u>	<u>12,779,158</u>

EXHIBIT

APR 29 1980 NO. 4

STATE BUDGET & CONTROL BOARD

12,794,063
(15,000)
\$12,779,063

- 15,000
+ 14,905
- 95
12,779,158
~~12,794,063~~
(95)
12,779,063

Provided that \$15,000 appropriated in this Act to the Civil
Contingent Fund may be used for the purpose of reimbursing moving
expenses of eligible state employees as determined by the State
Budget and Control Board.

Provided Further that any unexpended gasoline funds appropriated
in this Act to the Department of Education may be used for School
Bus Purchases in 1980-81.

Provided that the one million dollars appropriated in this Act for the Energy Tax Incentive Program shall fund an income tax deduction for qualified energy conservation expenditures and renewable energy source expenditures. The allowable deduction shall equal 25 percent of the purchase price with a maximum deduction of \$1,000, and

Provided further that the Budget and Control Board is authorized to promulgate regulations for the establishment of the Energy Tax Incentive Program, and

Provided further that the South Carolina Tax Commission is authorized to establish procedures for implementation of the Energy Tax Incentive Program, and

Provided further that upon certification by the Tax Commission the Budget and Control Board is authorized to reimburse the State General Fund the amount, not to exceed one million dollars, necessary to offset the revenue reduction.

Provided, further, that the deduction shall be allowed for expenditures made on or after July 1, 1980.

Note: staff recommends that the Board adopt this proviso in principle and authorize the staff to coordinate development of the final form with the Legislative Council.

Provided further that the unexpended 1979-80 balance, not to exceed \$20,000 for Discover Upcountry Carolina Association, may be carried forward and expended for that purpose by the Division of Parks, Recreation and Tourism in 1980-81, and

Provided further that the unexpended 1979-80 balance, not to exceed \$40,000 for Musgrove State Park - Permanent Improvement may be carried forward and expended for that purpose by the Division of Parks, Recreation and Tourism in 1981.

Provided further that all funds appropriated in this Act except the \$2,333,825 indicated by asterisks may be carried forward and expended for the same purposes in Fiscal Year 1980-81.

Note: the final bill will display items to be carried forward in a separate section from those which will lapse at the end of 1979-80.

In addition to making investments specified in Section 11-9-660, the State Treasurer may invest in Repurchase Agreements when collateralized by legal investments.

EXHIBIT

APR 29 1980 NO. 4

STATE BUDGET & CONTROL BOARD

EXHIBIT

STATE BUDGET AND CONTROL BOARD

REGULAR SESSION AGENDA

MEETING OF

APR 29 1980

NO. 5

ITEM NUMBER

NDA

STATE BUDGET & CONTROL BOARD

Agency: University of South Carolina

Subject: Establishment of Financing for Various Permanent Improvement Projects

The University of South Carolina is requesting that the following projects be established and that the sources of funds as indicated be approved:

Proj. No.	Project Name	Amount	Source
0	Blossom/Pickens Land Purchase	200,000	Student Facilities Reserve Funds
*1	Russell House Addition IV, Greene Street/Signage	1,685,000	Student Facilities Reserve Funds
*2	McBryde Renovation	150,000	Student Facilities Reserve Funds
*3	Commissary Renovation	150,000	Student Facilities Reserve Funds
4	Computer Center Parking Facility	700,000	Parking Revenue Bond Reserve Funds
*5	Sumter Parking	1,400,000	Parking Revenue Bonds
6	Benson Renovation	35,000	Renovation Reserve
7	Davis Phase I Renovation	85,000	Renovation Reserve
8	Williams Brice Stadium Expansion	10,075,000	\$8.1 mil. Stadium Bonds; \$1.975 mil. Private
9	Athletic Field House	1,000,000	Athletic Funds

*** RECONSIDERED 4/29. 4/8 APPROVAL RESCINDED.**

Board Action Requested:

Consider

Staff Comment:

Attachments:

Summary plus attachments

UNIVERSITY OF SOUTH CAROLINA - COLUMBIA CAMPUS
NEW OR REVISED CAPITAL PROJECTS - USC FUNDS ONLY

	Previously Authorized	Instit. Bonds	Student Facil. Reserv.	Parking Bonds	Renovation Reserve	Other
Total Available Funds	-	3,500,000	2,350,000	2,100,000	570,000	-
Projects Approved by CHE with Changes Approved by ESCEJ						
H27-92 Russell House 111	4,300,000	-	200,000	-	-	-
H27-005 Farth & Water Sc.	4,613,112	600,000	-	-	-	-
Projects Approved by CHE						
H27-008 Computer Center	5,810,000	-	-	④* 700,000 (OR-CASH)	450,000	-
Blossom/Pickens	-	-	① 200,000	-	-	-
Central Energy IV	-	2,400,000	-	-	-	-
Wms.-Brice Stadium	-	-	-	-	-	⑧ 10,075,000(1)
Athletic Field House	-	-	-	-	-	⑨ 1,000,000(2)
Renovation Reserve Projects						
Benson	603,000	-	-	-	⑥ 35,000	-
Davis (Phase I)	-	-	-	-	⑦ 85,000	-
Projects Being Submitted to CHF						
Sumter Parking	-	-	-	⑤* 1,400,000	-	-
Russell House Add IV	-	-	-	-	-	-
Greene St./Signage	-	-	① 1,685,000	-	-	-
McBryde Renov.	-	-	② 150,000	-	-	-
Commissary Renov.	-	-	③ 115,000	-	-	-
		3,000,000	2,350,000	2,100,000	570,000	
Uncommitted Funds Business Adm. Addition Project		500,000	0	0	0	

- (1) \$8,100,000 Stadium Bonds: \$1,975,000 private
(2) \$1,000,000 Athletic Funds

* After approval of feasibility study.

○ = APPROVED PREVIOUSLY

STATE BUDGET & CONTROL BOARD

APR 29 1980 NO. 5

EXHIBIT



cc: Mr. John A. McPherson, Jr.
Vice President David P. Rinker
Vice President B. A. Daetwyler
Asst. V.P. Douglas I. Fitzgerald

UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF OPERATIONS

December 12, 1979

EXHIBIT

APR 29 1980 NO. 5

STATE DIRECT & CONTROL BOARD

Mr. James R. Michael
Assistant Director
S.C. Commission on Higher Education
Rutledge Building
1429 Senate Street
Columbia, South Carolina 29201

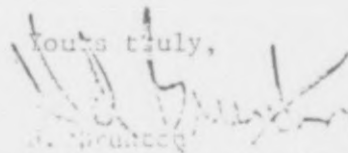
SUBJECT: Property Acquisition/Development - Southwest Corner Blossom/Pickens

Dear Jim:

I am attaching an Approval of a Permanent Improvement Project (Form E-1) for the above property. As shown in the attached justification, this project is not really an expansion of the University Campus, but rather a property acquisition that has been made necessary because of a decision by the courts.

You will note that the financing plan shows that \$200,000 would come from a reserve currently in the Student Facilities Bonds. The legislation on those particular bonds limits the projects for which the funds may be used. Mr. Daetwyler has checked with Huger Sinkler, the bond attorney, and he believes that a student parking lot, in his opinion, could be included in the intent of the Student Facilities Bonds.

If you have any questions regarding this proposal, please let me know. Vice President David Rinker or I would be very happy to meet with you or the committee, if needed.

Yours truly,


Vice President - Operations

HB/mf/as

Enclosure

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.
2. DOCUMENTS ARE OF POOR QUALITY AND MAY NOT PHOTOGRAPH WELL.
3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.
4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVANT TO THE READABLE INFORMATION.
5. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.
6. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.
7. EXTREMELY DARK COLORED DOCUMENTS THAT LACK CONTRAST BETWEEN WRITING AND BACKGROUND.

EXHIBIT

APR 29 1980

NO. 5

STATE BUDGET & CONTROL BOARD

INDIVIDUAL PROJECT PROPOSAL - FORM A-1

FOR NEXT IMPROVEMENT PROJECT PROPOSED FOR FISCAL YEAR BEGINNING JULY 1, 1979

1. INSTITUTION: UNIV. OF SOUTH CAROLINA - COLUMBIA
 2. PROJECT NAME: Russell House Addition IV/Greene Street/Signage
 3. PROJECT PRIORITIES: a. This project is priority # among the projects proposed for approval this year.
 b. Total funds needed: For A&E costs \$ 6,000 ; For construction and other costs \$ 6,000
 c. The purpose of this project is to: Renovate/Expand the Student Union; improve Greene Street; identify campus.

4. THIS PROJECT CONSISTS OF: Completing an unfinished basement; enlargement and modification of present cafeteria into a "scatter" arrangement; consideration of a further addition or annex; modification of Greene Street into parking/plaza; new direction and identification signs.

5. THIS PROJECT WILL ADDRESS THE FOLLOWING SPECIFIC NEEDS:
 Despite three previous additions to Russell House (the Student Union), space requirements for student organizations, meetings and functions continue to outstrip the building facilities; the present cafeteria is now more than 20 years old and is inadequate in size and equipment; Greene Street needs to be made part of the campus; building needs better identification and signs have to be added to campus.

6. AN ALTERNATIVE, THE NEEDS DESCRIBED IN #5 COULD ALSO BE ADDRESSED BY:
 Renting other facilities

7. IMPACT OF PROJECT UPON INSTITUTION PROGRAM(S) AND BUDGET(S):
 A. IF PROJECT IS NOT APPROVED:
 Unmet student needs

B. IF PROJECT IS APPROVED (SPECIFY ADDITIONAL ANNUAL OPERATING COSTS APPLICABLE):
 \$30,000/year

8. STATUS OF PROJECT PLANS:
 a. A&E PLANS ARE: (1) completed; (2) not started; (3) partially underway (est. completion date 6/80); (4) not required. (Phase I only)
 b. If any required A&E work is not underway, what are the estimated (1) costs of A&E planning (through design development phase)? \$ 40,000 ; and (2) number of months required to complete A&E planning? 6

9. A&E AND PROJECT COSTS AND PROPOSED SOURCES OF FUNDS:
 A. TOTAL ESTIMATED COST OF PROJECT: \$ 1,685,000
 B. TOTAL ESTIMATED COST OF PROJECT INCLUDING THE FOLLOWING:

(1) Land Purchase	0	(5) Renovation	500,000
(2) Site & Grading	150,000	(6) A&E Fees	50,000
(3) Basic Equipment	300,000	(7) Contingencies	75,000
(4) Construction	600,000	(8) All Other	0
TOTAL		1,685,000	

C. TOTAL SOURCE(S) OF FUNDS:
 1. Capital Improvement Fund: 1,685,000
 2. Construction (Fiduciary) Fund: 0
 3. Other Fund: (Student Facilities Fund) 0

D. TOTAL PROJECT COST: \$ 1,685,000
 E. TOTAL PROJECT COST: \$ 1,685,000

F. UNIV. OF SOUTH CAROLINA - Columbia

1

EXHIBIT

APR 29 1980

NO. 5

STATE BUDGET & CONTROL BOARD

INDIVIDUAL PROJECT PROPOSAL - FORM A-1

STUDENT IMPROVEMENT PROJECT PROPOSED FOR FISCAL YEAR BEGINNING JULY 1, 1979

1. INSTITUTION: UNIVERSITY OF SOUTH CAROLINA - COLUMBIA
 2. PROJECT NAME: McBRIDE RENOVATION

3. A. This project is priority # among the projects proposed for approval this year.

B. Total funds needed: For A&E costs - / - ; For construction and other costs 5 / 80

4. THE PURPOSE OF THIS PROJECT IS TO:

Repair building damage and replace old equipment.

5. THIS PROJECT CONSISTS OF:

Replacement of all exit doors, hallway lights and ceilings, plumbing and complete repainting.

6. THIS PROJECT WILL ADDRESS THE FOLLOWING SPECIFIC NEEDS:

McBride Quadrangle consists of 3 similar buildings, the lower floors being used for fraternity "commons" areas and the upper floors containing housing. Built in 1955, the buildings have deteriorated and require considerable renovation and refurbishing.

7. AS AN ALTERNATIVE, THE NEEDS DESCRIBED IN 6. COULD ALSO BE ADDRESSED BY:

"Cut corners" again by trying to do a "patch" job.

8. IMPACT OF PROJECT UPON INSTITUTION PROGRAM(S) AND BUDGET(S):

A. IF PROJECT IS NOT APPROVED:

Building deterioration will accelerate requiring large expenditure in the future.

B. IF PROJECT IS APPROVED (SPECIFY ADDITIONAL ANNUAL OPERATING COSTS ASSOCIATED):

No change in operating costs.

9. STATUS OF PROJECT PLANS:

A. A&E PLANS ARE: (1) completed; (2) not started; (3) underway (est. completion date); (4) not required.

B. If any required A&E work is not underway, what are the estimated (1) costs of A&E planning (through design development phase)? \$ -- ; and (2) number of months required to complete A&E planning? --

10. ESTIMATED PROJECT COSTS AND PROPOSED SOURCES OF FUNDS:

A. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

B. TOTAL ESTIMATED COST OF PROJECT INCLUDES THE FOLLOWING:

(1) Land Purchase. . . . \$	(5) Demolition. . . . \$ 150,000
(2) Site Grading. . . . \$	(6) A&E Fees. . . . \$
(3) Site Equipment. . . . \$	(7) Contingencies. . . . \$
(4) Construction. . . . \$	(8) All Other (). . . . \$
Subtotal. . . . \$ 150,000	

C. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

D. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

E. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

F. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

G. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

H. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

I. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

J. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

K. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

L. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

M. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

N. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

O. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

P. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

Q. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

R. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

S. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

T. TOTAL ESTIMATED COST OF PROJECT. \$ 150,000

UNIVERSITY OF SOUTH CAROLINA - COLUMBIA

2

REVISION OF PROJECT COST ESTIMATE

Date March 4, 1980

Institution or Agency University of South Carolina - Columbia Campus

Name of Project Computer Service Center No. H27-008
53000 W860

To: State Budget and Control Board
Columbia, South Carolina

Your approval of the following revised cost estimate on the above project is requested.

A statement is attached indicating the necessity of these revisions. *

Item	8-31-79 Last Estimate	Revised Estimate	Change
Site	\$	\$	\$
COND Chiller - West Energy	491,490	491,490	-
Construction	4,308,510	5,715,699	+1,407,189
Fees	310,000	350,000	+ 40,000
Renovation	80,000	--	- 80,000
Basic Equipment and Supplies	100,000	150,000	+ 50,000
Landscaping	20,000	20,000	-
Builder's Risk Insurance	3,000	3,000	-
Other Soil tests, surveys, ads	5,000	5,000	-
Bond Fees	5,764	5,764	-
Contingencies	S. O. CONTING. 486,236	229,047	- 257,189
Total Estimated Cost	Last Est. \$ 5,810,000	Rev. Est. \$ 6,960,000	\$ +1,150,000

Source of Funds

Capital Improv. Bond (78) \$5,810,000 \$5,810,000
 Parking Revenue Bond OR CASH - 700,000 (Signed) H. Brunton
 Renovation Reserve Acct. - 450,000
\$5,810,000 \$6,960,000 Title H. Brunton, Vice President - Operations

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: _____
State Auditor

DATE: _____

4



cc: Vice President B. A. Daetwyler
Vice President David P. Rinker
Asst. V.P. W. S. Turbeville

UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF OPERATIONS

March 4, 1980

S. C. Budget and Control Board
P. O. Box 11333
Columbia, South Carolina 29211

Attention: Mr. John A. McPherson, Jr., P. E.

SUBJECT: Computer Services Center, Project H27-008

Gentlemen:

On March 9, 1979, the Budget and Control Board approved a \$5,810,000 project for a new University Computer Services Center. Since that time, there have been two major modifications in the project, as follows:

1. The building resulted in the elimination of 189 surface parking spaces. In order to compensate for this loss, a three-level parking structure was added to the project, with a capacity of 210 cars.
2. The initial project included only \$30,000 for renovations. Subsequent studies indicated the desirability of more extensive renovations, including substantial modifications to the mechanical and electrical systems. This work was included in the basic construction contract, estimated to cost approximately \$400,000.

OR
CASH

On February 12, 1980, construction bids were opened and, as anticipated, exceeded the existing project budget. The University proposes to add \$700,000 of Parking Revenue Bonds to the project and \$450,000 from the Renovation Reserve Account. It is believed that these additions are logical in view of the project modifications described above.

Approved

The University respectfully requests permission to increase the project from \$5,810,000 to \$6,960,000 and to award the construction contract to the lowest bidder, M. B. Kahn.

Yours truly,

H. Brunton

Vice President - Operations

HB/mf/as

Attachments: Form E-11
Form E-2
Proof of Advertising
Bid Tabulation
Bid Form
Bid Bond

REVISION OF PROJECT COST ESTIMATE

Date March 4, 1980

Institution or Agency University of South Carolina - Columbia Campus

Name of Project Computer Service Center No. H27-008
53000 W860

To: State Budget and Control Board
Columbia, South Carolina

Your approval of the following revised cost estimate on the above project is requested.

A statement is attached indicating the necessity of these revisions. *

Item	8-31-79 Last Estimate	Revised Estimate	Change
Site	\$	\$	\$
Chiller Chiller - West Energy	491,490	491,490	-
Construction	4,308,510	5,715,699	+1,407,189
Fees	310,000	350,000	+ 40,000
Renovation	80,000	--	- 80,000
Basic Equipment and Supplies	100,000	150,000	+ 50,000
Landscaping	20,000	20,000	-
Builder's Risk Insurance	3,000	3,000	-
Other Soil tests, surveys, ads	5,000	5,000	-
Bond Fees	5,764	5,764	-
Contingencies	486,236	229,047	- 257,189
Total Estimated Cost	Last Est. \$5,810,000	Rev. Est. \$6,960,000	\$ +1,150,000
Source of Funds			
Capital Improv. Bond (78)	\$5,810,000	\$5,810,000	
Parking Revenue Bond <u>OR CASH</u>	-	700,000	(Signed) <u>H. Brunton</u>
Renovation Reserve Acct.	-	450,000	H. Brunton, Vice President - Operations
	\$5,810,000	\$6,960,000	Title

* If the total estimated cost of the project has been increased, the source of the additional funds required should be indicated also.

APPROVED: _____
State Auditor

DATE: _____

4

EXHIBIT

APR 29 1980

NO. 5

STATE BUDGET & CONTROL BOARD

UNIVERSITY PROJECT PROPOSAL - FORM A-1

UNIVERSITY IMPROVEMENT PROJECT PROPOSED FOR FISCAL YEAR BEGINNING JULY 1, 1979

1. INSTITUTION: Univ. of South Carolina - Columbia CONTACT PERSON: H. Brunton

2. PROJECT NAME: SUMTER PARKING FACILITY (Federal Building) OFFICE: 777-5101 DATE FOR COMPLETION: 3/5/80

3. PROJECT PRIORITY: 1

4. This project is priority # 1 among the 1 projects proposed for approval this year.

5. Funds needed: For AGE costs 6 / 80; for construction and other costs 6 / 80

6. THE PURPOSE OF THIS PROJECT IS TO:

Provide parking facilities around former Federal Building

7. THIS PROJECT CONSISTS OF:

Acquisition of property; development of parking structure; provision for future expansion.

8. THIS PROJECT WILL ADDRESS THE FOLLOWING SPECIFIC NEEDS:

The most acute current parking problem is the need for visitor spaces. This need will be accelerated when the former Federal Building on Sumter Street is occupied primarily by administrative functions that have a heavy flow of visitors. Sumter Street parking is already critical because of other visitors to the Horseshoe and visitors to the State Capital Complex. (Because of the latter need, exploratory discussions are being held with State General Services Division.

9. AN ALTERNATIVE, THE NEEDS DESCRIBED IN #8 COULD ALSO BE ADDRESSED BY:

Encouraging visitors to park other places and use Shuttle Bus.

10. STATE OF PROJECT UPON INSTITUTION APPROVAL(S) AND BUDGET(S):

A. IF PROJECT IS NOT APPROVED:

Difficulty of visitors reaching the Federal Building

Severe frustrations and poor public relations

B. IF PROJECT IS APPROVED (SPECIFY ADDITIONAL ANNUAL OPERATING COSTS ASSOCIATED):

Parking Patrol costs will be charged to parking income

Minimum grounds and maintenance expense

11. STATUS OF PROJECT PLANS:

A. AGE PLANS ARE: (1) completed; (2) not started; (3) underway (est. completion date); (4) not required.

B. If any required AGE work is not underway, what are the estimated (1) costs of AGE planning (through design development phase)? \$40,000; and (2) number of months required to complete AGE planning? 6

12. ESTIMATED PROJECT COSTS AND PROPOSED SOURCES OF FUNDS:

A. TOTAL ESTIMATED COST OF PROJECT: \$ 1,400,000

B. TOTAL ESTIMATED COST OF PROJECT INCLUDES THE FOLLOWING:

(1) Land Purchase: \$ 400,000 (5) Renovation: \$ 0

(2) Site & Grading: \$ 0 (6) AGE Fees: \$ 40,000

(3) Major Equipment: \$ 0 (7) Contingencies: \$ 100,000

(4) Construction: \$ 800,000 (8) All Other: \$ 0

\$ 1,200,000 \$ 0 \$ 100,000 \$ 0 \$ 1,400,000

C. SOURCE OF FUNDS:

(1) State Improvement Fund: \$ 1,400,000

(2) Construction (Initial and Subsequent): \$ 0

(3) Other: \$ 0

(4) Parking Revenue: \$ 0

(5) Other: \$ 0

(6) Other: \$ 0

(7) Other: \$ 0

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cc: Vice President B. A. Daetwyler
Vice President David P. Rinker
Asst. V.P. W. S. Turbeville

UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF OPERATIONS

March 5, 1980

Mr. John A. McPherson, Jr., P.E.
Chief Engineer - Finance Division
State Auditor's Office
P. O. Box 11333
Columbia, South Carolina 29211

SUBJECT: Renovation Reserve Projects

Dear John:

For the past two years the University has maintained a backlog of medium-size renovation projects which are held in abeyance until funds are available in the Renovation Reserve Account. As you know, this reserve is replenished every semester after we collect student fees, at which time we recommend new projects.

In regard to the allocation of funds from the Spring Semester, we have just submitted a request to allocate \$450,000 for renovation work in connection with the Computer Service Center Project (H27-008). After allocating such funds, approximately \$120,000 will remain in the reserve. We propose to allocate this as follows:

Benson School Renovation	\$35,000 (6)
Davis College Renovation	\$85,000 (7)

We are attaching a Form E-11, which will increase the Benson School Project from \$603,000 to \$638,000, which we believe will be sufficient to complete requested casework and additional electrical connections.

We are also attaching a request asking approval to spend \$85,000 on the first phase of the Davis Renovation. Until we do architectural and engineering studies, we will not know precisely how much this project will cost, which is why we are labeling this Phase I. These initial funds, however, will enable us to get started on such studies and possibly do some preliminary work. We will probably ask for approval to spend additional funds for this project in the future. In addition, very extensive modifications have to be made to make Davis handicap-accessible and we plan to ask for handicap-accessibility funds for this phase of the work.

If you have any questions regarding either one of these projects, please let me know.

RECEIVED

Yours truly,

H. Brunton

Vice President - Operations

HB/mf/as

Enclosures

CONTROL BOARD

(6-7)

APPLICATION FOR APPROVAL OF A PERMANENT IMPROVEMENT PROJECT

DATE November 7, 19 79

Institution or Agency University of South Carolina - Columbia Campus

Name of Project Williams - Brice Stadium Addition

Total Estimated Cost - - - - - \$ 10,075,000

To: State Budget and Control Board
Columbia, South Carolina

In accord with procedures outlined in your "Manual for the Planning and Execution of State Permanent Improvement Projects", your approval of the project described herein is requested.

I. JUSTIFICATION

(The Owner should attach hereto a full and complete resume of facts contributing to the need of this proposed project. The objective should be to provide sufficient information to fully acquaint the Board with conditions, prospective growth and/or other circumstances that led the Owner to propose this particular project.

Copies of studies or surveys, made either by the Owner or by an outside commercial or other firm, should be made available to the Board. Comments should be included concerning any alternative proposals, if any, considered by the Owner).

II. DESCRIPTION OF PROJECT

A. Type (New building, addition to existing building, renovation, alteration, etc.):

New upper deck added to East Side of existing Williams-Brice Stadium

B. Intended Use:

C. If New Construction is Involved:

1. Attach (a) Architect's schematic drawing with facilities labeled.
(b) Outline specifications.
(c) Small scale locality map.
(d) Analysis of Architect's Preliminary Construction Estimate.

2. No. Square Feet:

3. Principal Facilities (No. of stories, rooms, offices, etc.) 15,500 seat addition

D. If renovation and/or alteration of an existing building is involved, attach a statement outlining generally the principal work to be done.

E. If land acquisition is involved, attach a plat of the property, showing general location and acreage. Comment on any problems of acquisition or title that may exist.

F. For any unusual type project, the Owner should confer with the Board in the preparation of this Request, and attach such descriptive data as the Board may require in this particular instance.

(8)

III. ESTIMATED COST

Site	\$	
Grading		
Construction		9,000,000
Fees		500,000
Renovation		
Basic Equipment and Supplies		
Landscaping		
Builder's Risk Insurance		5,000
Other (Specify) <u>Bond Fees</u>		15,000
Contingencies		555,000
TOTAL ESTIMATED COST	\$	10,075,000

It is further estimated that this project will add \$ 1,500 per year to operation and maintenance costs of this agency. *

IV. FINANCING PLAN

A. Funds already in Hand	\$	
Source:		
B. Proposed Bond Issue		7,200,000
(If a bond issue is proposed, the Board should be consulted prior to preparation of this application, to determine the details to be submitted herewith).		
C. Other (describe) <u>Private contributions (note: this amount will</u>		
<u>be more precisely defined after architect/engineer</u>		
<u>plans are formulated.</u>		2,875,000
TOTAL	\$	10,075,000

Has your governing board taken formal action authorizing the submission of this application? yes

(Signed)

Title

James B. Holderman, President

BOARD'S ACTION

APPROVED:

State Auditor

DATE:

*Note: present clean-up costs are \$2,000/gate

(8)

APPLICATION FOR APPROVAL OF A PERMANENT IMPROVEMENT PROJECT

DATE November 7, 1979

Institution or Agency University of South Carolina - Columbia Campus

Name of Project Athletic Field House

Total Estimated Cost - - - - - \$ 1,000,000

To:—State Budget and Control Board
Columbia, South Carolina

In accord with procedures outlined in your "Manual for the Planning and Execution of State Permanent Improvement Projects", your approval of the project described herein is requested.

I. JUSTIFICATION

(The Owner should attach hereto a full and complete resume of facts contributing to the need of this proposed project. The objective should be to provide sufficient information to fully acquaint the Board with conditions, prospective growth and/or other circumstances that led the Owner to propose this particular project.

Copies of studies or surveys, made either by the Owner or by an outside commercial or other firm, should be made available to the Board. Comments should be included concerning any alternative proposals, if any, considered by the Owner).

II. DESCRIPTION OF PROJECT

A. Type (New building, addition to existing building, renovation, alteration, etc.):

Enclose present Intramural field on block bounded by Whaley-Bull-Hayward-
and Marion with a bubble roof, install on indoor surface.

B. Intended Use:

C. If New Construction is Involved:

1. Attach (a) Architect's schematic drawing with facilities labeled.
(b) Outline specifications.
(c) Small scale Locality map.
(d) Analysis of Architect's Preliminary Construction Estimate

2. No. Square Feet:

3. Principal Facilities (No. of stories, rooms, offices, etc.)

Single story open field house

Men's/women's locker rooms

- D. If renovation and/or alteration of an existing building is involved, attach a statement outlining generally the principal work to be done.
1. If land acquisition is involved, attach a plat of the property, showing general location and acreage. Comment on any problems of acquisition or title that may exist.
1. For any unusual type project, the Owner should confer with the Board in the preparation of this Request, and attach such descriptive data as the Board may require in this particular instance.

III. ESTIMATED COST

Site - - - - -	\$	
Grading - - - - -		
Construction - - - - -		850,000
Fees - - - - -		60,000
Renovation - - - - -		
Basic Equipment and Supplies - - - - -		
Landscaping - - - - -		
Builder's Risk Insurance - - - - -		
Other (Specify) _____		
Contingencies - - - - -		90,000
TOTAL ESTIMATED COST - - - - -	\$	1,000,000

It is further estimated that this project will add \$ 10,000 per year to operation and maintenance costs of this agency.

IV. FINANCING PLAN

A. Funds already in Hand - - - - -	\$	1,000,000
Source: <u>Athletic Department Operating Reserve</u>		
B. Proposed Bond Issue - - - - -		
(If a bond issue is proposed, the Board should be consulted prior to preparation of this application, to determine the details to be submitted herewith).		
C. Other (describe) _____		
TOTAL - - - - -	\$	1,000,000

Has your governing board taken formal action authorizing the submission of this application?

(Signed)

Title

James B. Holderman, President

BOARD'S ACTION

APPROVED

State Auditor

DATE

9



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

SYSTEM VICE PRESIDENT
BUSINESS AND FINANCE

April 1, 1980

RECEIVED

APR 01 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Mr. William T. Putnam
Executive Director
State Budget and Control Board
P. O. Box 12444
Columbia, South Carolina 29211

Dear Bill:

The University of South Carolina has requested State approval for a number of capital improvement projects. Some of the projects will need State Capital Improvement Bond funds and some will require institutional bonding. There is a third group awaiting approval of the Budget and Control Board and the Joint Bond Committee which are already funded that require no further financing.

One project in this third category for which approval is critical at this time is the Athletic Field House. It is scheduled for use in September 1980, and in order to meet that schedule it would be necessary to let the contract almost immediately. The financing is entirely with Athletic Department funds and these are in hand.

With a copy of this letter I am requesting simultaneous review and approval by the State Capital Improvement Bonds Committee.

An early determination of this project would be greatly appreciated.

Sincerely,

B. A. Daetwyler

BD:11

cc: The Honorable Charles E. Hodges
State Capital Improvement Bonds Committee

CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER B. TODD
Deputy Commissioner,
Administration

WADE C. WIETERS, Ed.D.
Deputy Commissioner,
Professional Services



STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2712 MIDDLEBURG DRIVE
P. O. BOX 4706
COLUMBIA, SOUTH CAROLINA 29240

MENTAL RETARDATION COMMISSION
R. B. Robinson, Chairman
Vince Moseley, M.D., Vice Chairman
Mrs. Elizabeth P. Stall, Secretary
James B. Berry, M.D.
Rev. J. E. Hunter, D.Min.
Robert H. Lovvorn
Herbert Rudnick

EXHIBIT

APR 29 1980 NO. 6

STATE BUDGET & CONTROL BOARD

MEMORANDUM

April 28, 1980

TO: Members,
State Budget and Control Board

FROM: Charles D. Barnett, Ph.D.
Commissioner

RE: Request To Allow South Carolina Department Of Mental
Retardation To Lease A Community Residence To The
Greenville County Mental Retardation Board

BACKGROUND

Both nationally and in South Carolina, the trend in housing for certain mentally retarded/developmentally disabled (MR-DD) persons is to provide living accommodations which serve small client groupings (8-16) under more normal and less restrictive conditions within selected communities. To this end, SCDMR began developing such residences several years ago. All of the present twenty operating units are directly managed by the Department. Most of these facilities qualify for Medicaid (Title XIX) federal support, matched with State funds, and all involve staffing by State employees.

GOAL

The feasibility and effectiveness of local MR-DD housing arrangements have been readily demonstrated by DMR's experience to date. The program has now reached the stage where the DMR would like to encourage private and public non-profit sponsorship of such living units. Because of problem of front-end costs, mainly construction, the present proposal may be viewed as a transitional step wherein local operation is proposed in order to demonstrate the viability of non-State management without at this time injecting the added problem of local financing.

RATIONALE/OBJECTIVES

The proposal has the following specific objectives:

(1) To demonstrate the efficacy of local management of a community residence through a lease/contract agreement with a well-known and qualified local vendor.

(2) To control the number of State employees necessary within DMR to manage future operations of this type. Similar arrangements are in negotiation with Spartanburg and Gaffney officials.

(3) To provide a mechanism, whereby the State of South Carolina may recoup its capital outlay for the construction of selected community residences through a lease fee paid by the contracted operator over a set amortization period.

(4) To facilitate continued and appropriate deinstitutionalization of DMR's currently overpopulated Whitten Center, thereby enabling additional Clinton residential units to be Medicaid licensed over time.

(5) To seek innovative approaches which have the capability of promoting better integration of former institutional and local clients into community affairs and provide better access to local resources.

(6) To demonstrate new mechanisms of State-local service delivery in behalf of mentally retarded citizens.

THE FACILITY

The "Hollis Community Residence" is a 16-bed facility currently nearing completion. It is situated within the Hollis Center Complex, a new day program facility which would serve residence clients on land donated to the State by The Greenville Association for Retarded Citizens.

Total cost of the facility, including equipment, is about \$285,000. Construction to Medicaid and handicapped standards will be accomplished.

CLIENTS

Twelve current Whitten Center residents and four local mentally retarded persons will comprise the client grouping to be served by the residence. All will be moderately retarded adults whose program needs can be met by the Hollis Center's Piedmont Skills Division - a long-term sheltered work program.

Memorandum
April 28, 1980
Page Three

The deinstitutionalization of twelve current Whitten Center clients will facilitate further movement of that facility to national Medicaid standards by reducing the population of the Clinton unit. In effect, a double gain will accrue in that the clients will move from non-Medicaid units to a Medicaid facility, reducing present State costs, while concurrently assisting Whitten Center to qualify additional on-campus housing units for Medicaid.

THE VENDOR/OPERATOR

The Greenville County MR Board is a properly established entity under Act 1127 of 1974. Mrs. Barbara Stone serves as Executive Director of the Board and also serves as Director of the Hollis Center. Greenville's local programs have been among the earliest and most effective in the State. Mrs. Stone has long been recognized as one of the most capable local leaders within South Carolina. The Greenville County MR Board is the oldest and possibly most successful of current County Boards.

TERMS OF LEASE

Amount: \$3,000 monthly. This would provide an approximately 12% annual return on the State's investment. Also, it would equal \$6.25 per square foot which is approximately the going lease rate for nursing home space.

Period: Five years - renewable with option to adjust rent after initial period.

Responsibilities: Tenant provides utilities, janitorial, yard services, maintenance, and medical/professional mal practice and tort insurance. Meets and maintains Title XIX and DMR licensure standards.

Department provides initial and replacement items of permanent equipment. Provides exterior repairs to structure and roof. Provides fire and casualty insurance on facility and equipment.

ONGOING DMR ROLE

The SCDMR will provide technical assistance, monitoring and licensure of the Hollis Community Residences. Vacancies which may occur will be filled by DMR from present institutional client caseloads.

Memorandum
April 28, 1980
Page Four

OPERATING MONIES/MEDICAID (TITLE XIX) MATCH ARRANGEMENT

In addition to authorization to lease this residence, DMR requests approval to provide the required operating monies/Title XIX match until the operator can come under the regular DSS Medicaid match program applicable to regular "nursing homes." No additional State funds will be needed for this purpose. The match would be required irregardless of whether the State (DMR) or The Greenville County Board operates the unit. The currently projected FY 81 match approximates \$50,951. Additionally, DMR projects the need to provide approximately \$18,871 per month for three (3) months in up-front operating costs to the Greenville Board prior to the residence's full qualification for Medicaid. Again, however, this projected expense would be necessary under DMR direct operation as well.

PRIOR APPROVALS/ENDORSEMENTS

The proposed lease concept has been approved by The South Carolina Mental Retardation Commission and The Greenville County MR Board. Prior to the present lease proposal, the Appalachia Health Service Agency (HSA) had cleared the project, paving the way for Medicaid participation.

FURTHER ASSISTANCE NEEDED BY DMR

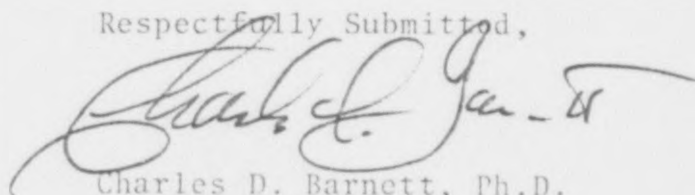
Upon concurrence of The State Budget Board relative to concept, DMR requests appropriate staff assistance from the Board in finalization of the lease document and conditions.

APPROVALS REQUESTED

(1) Authorization for DMR to lease its Greenville Community Residence to The Greenville County MR Board for operation.

(2) Authorization for DMR to provide from its budget the operating monies/Title XIX match necessary to enable the Greenville County MR Board to assume operation of the residence.

Respectfully Submitted,



Charles D. Barnett, Ph.D.
Commissioner

CDB/lcp

ME
has file
CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER B. TODD
Deputy Commissioner,
Administration

WADE C. WIETERS, Ed.D.
Deputy Commissioner,
Professional Services



MENTAL RETARDATION COMMISSION
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Rev. Melvin R. Hyman
Robert H. Lovvorn
Herbert Rudnick

STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2712 MIDDLEBURG DRIVE
P. O. BOX 4706
COLUMBIA, SOUTH CAROLINA 29240

April 9, 1980

Mr. William T. Putnam
Executive Director
Budget and Control Board
Post Office Box 12444
Columbia, South Carolina 29211

RECEIVED

APR 11 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Dear Bill:

I was about to make a point last night at the DD function when we were interrupted.

As you know, we are building several new community residences and envision that we will want to lease one or more of these to private, non-profit operators (e.g., Greenville County MR Board). There are numerous advantages to this approach, not the least of which is the fact that Medicaid eligibility of these facilities can mean a lease payment back to the State which will amortize the State's capital outlay over a set period. Also, in that staff would be non-State, we can address the problem of increasing numbers of State workers through this approach.

Attached is a preliminary summary of conditions which will be the basis for the lease agreement proposal. My question now is whether this matter will need to come before the Budget Board or whether it can be approved by your office. If it requires full Board approval, please schedule me on the agenda at the earliest possible date. Our Greenville residence is rapidly nearing completion and we will propose that the Greenville County MR Board operate this program.

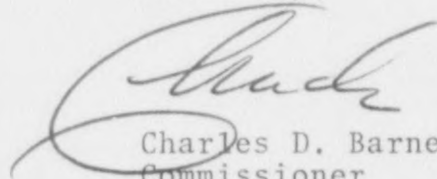
There is ample precedent for this arrangement in other places around the country. Our ultimate goal is to demonstrate the efficacy of this approach and encourage private providers to both construct and operate future units with Medicaid support.

Mr. William T. Putnam
April 9, 1980
Page Two

One aspect of the proposed arrangement, based on the DSS Medicaid match problem, is that DMR would put up this match. We would need to do this if we operate the unit but we would plan to work toward incorporation of the match into the DSS budget as soon as feasible, i.e., as would apply to other non-State, local nursing homes which is essentially what this facility is.

I look forward to hearing from you as to the approval level we will need to seek on the lease proposal.

Cordially,

A handwritten signature in cursive script, appearing to read "Charles D. Barnett".

Charles D. Barnett, Ph.D.
Commissioner

CDB/elt
Enclosure

Some Basic Considerations In Local Management
Of DMR Owned Community Residences

1. Provides model of community housing which can be duplicated by other owners/providers.
2. Offers potential of better coordination/integration of clients into local service programs with community support.
3. Does not require additional State employees in that staff would be hired and controlled by non-governmental sponsor.
4. Provides mechanism for State to amortize its capital costs outlay by providing for collection of annual lease fee which operator can charge to Medicaid.

Provider Obligations

1. Obtain certificate of need from HSA with DMR endorsement and assistance.
2. Obtain and maintain Nursing Home License.
3. Meet Medicaid (Title XIX) Certification Standards.
4. Provided qualified nursing home administrator.
5. Enter into lease agreement.
6. Pay DMR lease fee.
7. Be responsible for personnel selection, management, and associated costs.
8. Be responsible for the facility and grounds, equipment and maintenance as agreed to under conditions set out by DMR.
9. Be responsible for contracted services, utilities, supplies, repairs and operating expenses.
10. Give assurance of proper off-building services appropriate to client being available.
11. Provide reasonable and timely access to facility and to client records by DMR personnel.
12. Agree to an annual survey by a special review panel specified by DMR.
13. Agree to ex-officio DMR membership on its Board; such member being non-voting but having access to all meetings, proceedings, and records.

14. Participate with DMR in client selection under guidelines agreed to in the lease.
15. Obtain liability insurance for employees

DMR Obligations

1. Provide proper support and technical assistance (e.g., securing of Certificate of Need).
2. Pay provider on a client/per day basis until medical certification attained without provider pay back. Pay provider after certification as needed with 100% reimbursement to DMR.
3. Provide State Medicaid match and work toward inclusion of facility in State DSS Title XIX plan.
4. Provide initial furnishing of facility.
5. Approve any proposed structural charges to building.
6. Monitor facility/clients/services no less often than monthly.
7. Assure provider that former residential clients of DMR will be returned to proper DMR facility when mutually agreed that such action is needed.
8. Provide appropriate outpatient services when not otherwise available.
9. Assist provider in promotion of positive public relations and media awareness.
10. Establish conditions under which lease will be terminated by either party.
11. Secure casualty insurance covering the facility and other real property.
12. Hear at the Commission level, upon recommendation of the Commissioner, any differences which may exist between provider and DMR.
13. Obtain necessary clearances and approvals from Budget Board for initiation of lease arrangement.

CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER B. TODD
Deputy Commissioner,
Administration

WADE C. WIETERS, Ed.D.
Deputy Commissioner,
Professional Services



STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2712 MIDDLEBURG DRIVE
P. O. BOX 4706
COLUMBIA, SOUTH CAROLINA 29240

MENTAL RETARDATION COMMISSION
R. B. Robinson, Chairman
Vince Moseley, M.D., Vice Chairman
Mrs. Elizabeth P. Stall, Secretary
James B. Berry, M.D.
Rev. J. E. Hunter, D.Min.
Robert H. Lovvorn
Herbert Rudnick

EXHIBIT

APR 29 1980 NO. 6

STATE BUDGET & CONTROL BOARD

April 16, 1980

Mr. William T. Putnam
Executive Director
S. C. Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Attention: John A. McPherson, Jr., P.E.

Dear Mr. McPherson:

I am enclosing herewith an E-1 for a Community Residence to be constructed at Sumter along with a Bonding Test.

The E-1 includes the purchase of property as well as the cost of construction using the eight bed prototype. Necessary documentation including appraisal, copy of the identified surveyed property and tentative contract agreement for the purchase are attached.

Your cooperation in obtaining Budget and Control Board approval of the E-1 as well as for the purchase of the property is requested and will be appreciated.

Sincerely,

Walter B. Todd
Deputy Commissioner,
Administration

WBT/ETT:d1

Enclosures - a/s

RECEIVED

APR 21 1980

S. C. BUDGET AND
CONTROL BOARD

APPLICATION FOR APPROVAL OF A PERMANENT IMPROVEMENT PROJECT

DATE April 14, 19 80

Institution or Agency South Carolina Department of Mental Retardation

Name of Project Community Residence at Sumter - Pee Dee Region

Total Estimated Cost - - - - - \$ 112,500.00

To: State Budget and Control Board
Columbia, South Carolina

State Treas. I.D. No. _____

In accord with procedures outlined in your "Manual for the Planning and Execution of State Permanent Improvement Projects", your approval of the project described herein is requested.

I. JUSTIFICATION

(The Owner should attach hereto a full and complete resume of facts contributing to the need of this proposed project. The objective should be to provide sufficient information to fully acquaint the Board with conditions, prospective growth and/or other circumstances that led the Owner to propose this particular project.

Copies of studies or surveys, made either by the Owner or by an outside commercial or other firm, should be made available to the Board. Comments should be included concerning any alternative proposals, if any, considered by the Owner).

II. DESCRIPTION OF PROJECT

A. Type (New building, addition to existing building, renovation, alteration, etc.):

New building.

B. Intended Use: As an eight bed ICF Unit to serve residents of the Pee Dee Region

C. If New Construction is Involved:

1. Attach (a) Architect's schematic drawing with facilities labeled.
(b) Outline specifications.
(c) Small scale locality map.
(d) Analysis of Architect's Preliminary Construction Estimate.

2. No. Square Feet:

3. Principal Facilities (No. of stories, rooms, offices, etc.) One story building with four two-bed bedrooms, two and a half baths, living room, dining room, kitchen, den, utility room, and carport.

D. If renovation and/or alteration of an existing building is involved, attach a statement outlining generally the principal work to be done.

E. If land acquisition is involved, attach a plat of the property, showing general location and acreage. Comment on any problems of acquisition or title that may exist.

F. For any unusual type project, the Owner should confer with the Board in the preparation of this Request, and attach such descriptive data as the Board may require in this particular instance.

RECEIVED
APR 21 1980
S. C. BUDGET AND
CONTROL BOARD

III. ESTIMATED COST

Site		\$	
Grading			
Construction			90,000.00
Fees			
Renovation			
Basic Equipment and Supplies			7,675.00
Landscaping			100.00
Builder's Risk Insurance			13,000.00
Other (Specify)	Land Purchase, \$2.00/\$1,000 for Bond Sales		225.00
	Advertising and Testing		500.00
Contingencies			1,000.00
TOTAL ESTIMATED COST		\$	112,500.00

It is further estimated that this project will add \$ 1,200 per year to operation and maintenance costs of this agency.

IV. FINANCING PLAN

A. Funds already in Hand		\$	112,500.00
Source:	R 789 of 1978 (Item 15e)		
	Act 1377 as amended by Act 646 of 1978		
	Item 15e - Department Financed Bonding		
B. Proposed Bond Issue			
	(If a bond issue is proposed, the Board should be consulted prior to preparation of this application, to determine the details to be submitted herewith).		
C. Other (describe)			
TOTAL		\$	112,500.00

Has your governing board taken formal action authorizing the submission of this application? Yes

(Signed)

Charles D. Barnett, Ph.D.
Commissioner

BOARD'S ACTION

APPROVED: _____
State Auditor

DATE: _____



McEWEN - ELLIOTT Realtors

110 North Washington Street, Sumter, South Carolina 29150
Post Office Box 1151 Telephone 803 775-7331

G. B. McEwen, Jr.
William J. Elliott

Sales - Builders - Appraisals

April 3, 1980

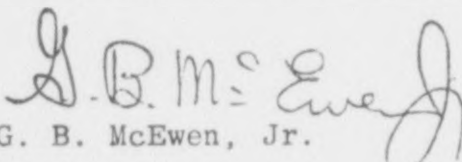
TO WHOM IT MAY CONCERN:

As requested by Mrs. Mary Ann Spencer, I have inspected a parcel of land on the Southwest corner of Thomas Drive and N. Guignard Dr. in Sumter, S.C. The property is presently unimproved. All utilities are available to the site. Zoning on the property is (R-9) residential. The property is known as 910 Guignard and 4 Thomas Dr. There is approximately 1.16 acres in the tract. It is basically level and on grade.

In my opinion, as of this date, the estimated fair market value of the property is \$15,000.

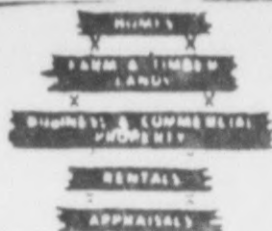
This property has been appraised as free and clear of any liens or encumbrances and as if all right inherent in the land would be included. It is assumed the soundness of the title of this property will be examined by competent legal authority and no attempt has been made to determine same.

I hereby certify that I have no interest in the property present or prospective; that all data gathered and used in this estimate is believed to be absolutely reliable and that the fee charged is no way based on the estimated value.


G. B. McEwen, Jr.

RECEIVED
APR 21 1980

**S. C. BUDGET AND
CONTROL BOARD**



THOMAS REAL ESTATE, INC.

PAUL G. THOMAS, Owner & Broker
507 BROAD ST. — P. O. BOX 1391
SUMTER, S. C. 29150 — PHONE 803-775-7352



REALTOR



One Year Warranty

This Contract of Sale, entered into this the 19th Day of March
Mary C. Spencer

South Carolina Department of Retardation

hereinafter called SELLER, and
hereinafter called PURCHASER,

five dollars

WITNESSETH: That Seller hereby acknowledges receipt from purchaser the sum of \$ 25.00 Dollars to be held in trust by Thomas Real Estate, Inc. as earnest money on account of the purchase of the following described property:

All that real property located on the corner of Guignard Dr. and Thomas Dr. in subdivision known as Bon Aire Terrace, further iden. by street address as 910 N. Guignard Dr. Tax Map loc. G-3-B-4.

The terms and conditions of this Contract of Sale are as follows:

(\$ 5.00) Dollars above acknowledged and the further payment of Five thousand five hundred dollars
(\$ 5,500.00) Dollars within sixty (60) days from date, and

the above listed five dollars (\$ 5.00) is to go toward purchasers closing cost, or the purchase price of the lot.

making the total purchase price of Five thousand five hundred dollars 5,500.00 Dollars.

Seller hereby covenants and agrees to bind her South Carolina Department of Retardation heirs, executors, administrators or assigns in fee with the proper deed with a general warranty and power renounced, free from any and all encumbrances except such as are herein agreed to be assumed by Purchaser, and subject to restrictions and easements that may be of record or contained in City or County zoning or building regulations and to the following special conditions:

1. The seller of this property is a Realtor with this agency working as a sales associate.
2. This offer is subject to the Central Office and Budget Control Board's approval.
3. If subject agency does not approve, the contract will be immediately voided, and the above listed \$ 5.00 will be refunded.
4. Any monetary expenses involved prior to the S.C. Dept. of Retardation's purchase, such as appraisal fee, will be at the expense of the purchasers.
5. This offer is subject to the purchasers being able to purchase the adjoining two (2) lots fronting on Thomas Dr. iden. as G-3-B-6 on map and presently owned by E. V. Gibson. Further iden. as 4 Thomas Drive.
6. The seller is to pay for deed prep. and stamps on the deed. The purchasers are to pay all other closing cost. The taxes on subject property is to be prorated to date of closing.
7. A commission of 5% is to be paid to Thomas Real Estate, Inc. by the seller. No commission will be due Mary Ann Spencer from Thomas Real Estate on this transaction.

Upon tender of the above mentioned deed, Purchaser agrees to fully comply with the terms of this Contract of Sale. All taxes, assessments and rents are to be prorated to date of completion of sale. All unpaid paying assessments from date of sale are to be assumed by Purchaser and all unpaid assessments to date of sale are to be paid by Seller. Insurance is to be prorated to date of sale or cancelled at option of Purchaser. In case the property herein referred to is destroyed wholly or partially by fire or other casualty, prior to delivery of deed, Purchaser shall have the option for ten days hereafter of proceeding hereunder with an agreed adjustment in the purchase price or of terminating this agreement and being repaid all amounts paid hereunder.

It is expressly agreed that upon the event of any default in performance by the Purchaser to comply with the terms and conditions of this contract, that one-half of said deposit is to be paid to broker and the other half of the commission due, and the remaining portion of said escrow shall, at the option of the Seller, be paid to the Seller as liquidated damages. Upon default by the Seller, if the Purchaser elects to rescind this agreement, he shall be repaid all sums paid hereunder and in addition shall be reimbursed by the Seller for his reasonable expenses of title examination and other legal expenses incurred regarding this contract and including expenses of collecting amounts due hereunder if any. Upon default by Seller, Seller agrees to pay broker his full commission plus legal expenses, if any, to collect the commission due. If Seller defaults after accepting Purchaser's contract then Purchaser elects to rescind the agreement. Seller is still to pay full commission and expenses necessary to collect commission to the broker.

Broker does not guarantee payment of checks as earnest money.

Seller agrees to pay all real estate commission as agreed.

It is agreed by both parties hereto that all money paid under this contract shall pass through the hands of THOMAS REAL ESTATE, INC., as disbursing agent for both parties. All escrow monies will be placed in Thomas Real Estate, Inc.

No agreements not contained herein are to be binding upon either party without the written consent of both parties.

Witness the hands and seals of Seller and Purchaser this day and year above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Maria J. Lawson
WITNESS TO SELLER

Mary C. Spencer
SELLER (SEAL)

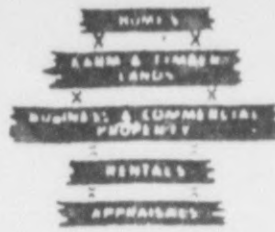
Kenneth H. Hurd
WITNESS TO PURCHASER

BUYER
PURCHASER (SEAL)

WITNESS TO PURCHASER

PURCHASER (SEAL)

This is a fully binding contract. If not understood, seek further advise.



THOMAS REAL ESTATE, INC.
PAUL G. THOMAS, Owner & Broker
507 BROAD ST. — P. O. BOX 1391
SUMTER, S. C. 29150 — PHONE 803-775-7352



This Contract of Sale, entered into this the 19th Day of March, 1980 by and between
Edward V. Gibson
South Carolina Department of Retardation
hereinafter called SELLER, and
hereinafter called PURCHASER.

WITNESSETH: That Seller hereby acknowledges receipt from purchaser the sum of Five dollars (\$ 5.00) Dollars to be held in trust by F.E. Gibson & Sons as earnest money on account of the purchase of the following described property:

All that real property and improvements thereof located in Sumter, S. C. in subdivision known as Bon Aire Terrace, iden. on Sumter County Tax map as G-3-B-6, further iden. as 4 Thomas Drive.

The terms and conditions of this Contract of Sale are as follows.
(\$ 5.00) Dollars above acknowledged and the further payment of Seven thousand five hundred dollars . sixty (60) days from date, and the above listed five dollars (\$5.00) is to go toward purchasers closing cost or the purchase price of the lot.

making the total purchase price of Seven thousand five hundred dollars (\$ 7,500.00) Dollars.
Seller hereby covenants and agrees to bind his heirs, executors, administrators and assigns to convey the subject property to South Carolina Department of Retardation their heirs, executors, administrators or assigns in fee with the proper deed with a general warranty and dower renounced, free from any and all encumbrances except such as are herein agreed to be assumed by Purchaser, and subject to restrictions and easements that may be of record or contained in City or County zoning or building regulations and to the following special conditions:

1. The seller of this property is a Realtor, and broker-in charge of F.E. Gibson & Sons.
2. This offer is subject to the Central Office And Budget Control Board's approval.
3. If subject agency does not approve, the contract will be immediately voided, and the above listed \$5.00 will be refunded.
4. Any monetary expenses involved prior to the S.C. Dept. of Retardation's purchase that are required by that agency, will be at the expense of the purchasers.
5. This offer is subject to the purchasers being able to purchase the adjoining lot on the corner of N. Guignard Dr. & Thomas Dr. presently owned by Mary C. Spencer.
6. The seller is to pay for deed prep. and stamps on the deed. The purchasers are to pay all other closing cost. The taxes on subject property is to be prorated to date of closing.
7. There is no commission due any real estate agency on this contract.

Upon tender of the above mentioned deed, Purchaser agrees to fully comply with the terms of this Contract of Sale. All taxes, assessments and rents are to be prorated to date of completion of sale. All unpaid paying assessments from date of sale are to be assumed by Purchaser and all unpaid assessments to date of sale are to be paid by Seller. Insurance is to be prorated to date of sale or cancelled at option of Purchaser. In case the property herein referred to is destroyed wholly or partially by fire or other casualty, prior to delivery of deed, Purchaser shall have the option for ten days hereafter of proceeding hereunder, with an agreed adjustment in the purchase price or of terminating this agreement and being repaid all amounts paid hereunder.

It is expressly agreed that upon the event of any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract, that one-half of said deposit is to be paid to broker not to exceed the commission due and the remaining portion of said escrow shall, at the option of the Seller, to be paid to the Seller as liquidated damages. Upon default by the Seller, if the Purchaser elects to rescind this agreement, he shall be repaid all sums paid hereunder and in addition shall be reimbursed by the Seller for his reasonable expenses of title examination and other legal expenses incurred regarding this contract and including expenses of collecting amounts due hereunder if any. Upon default by Seller, Seller agrees to pay broker his full commission plus legal expenses, if any, to collect the commission due. If Seller defaults after accepting Purchaser's contract, then Purchaser elects to rescind the agreement, Seller is still to pay full commission and expenses necessary to collect commission to the broker.

Broker does not guarantee payment of checks as earnest money.

Seller agrees to pay all real estate commission as agreed.

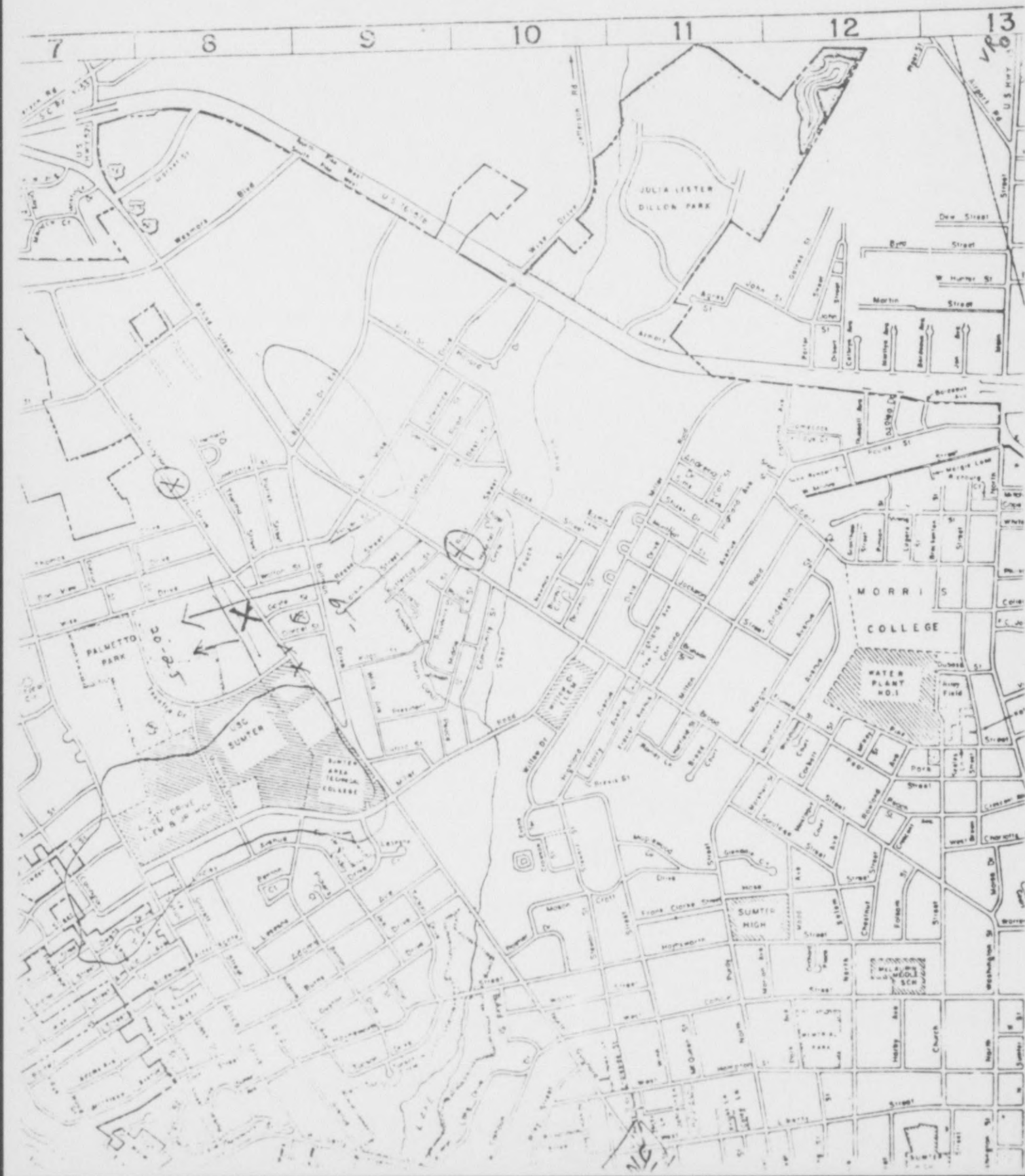
It is agreed by both parties hereto that all money paid under this contract shall pass through the hands of THOMAS REAL ESTATE, INC., as disbursing agent for both parties. All escrow money will be placed in F. E. Gibson & Sons

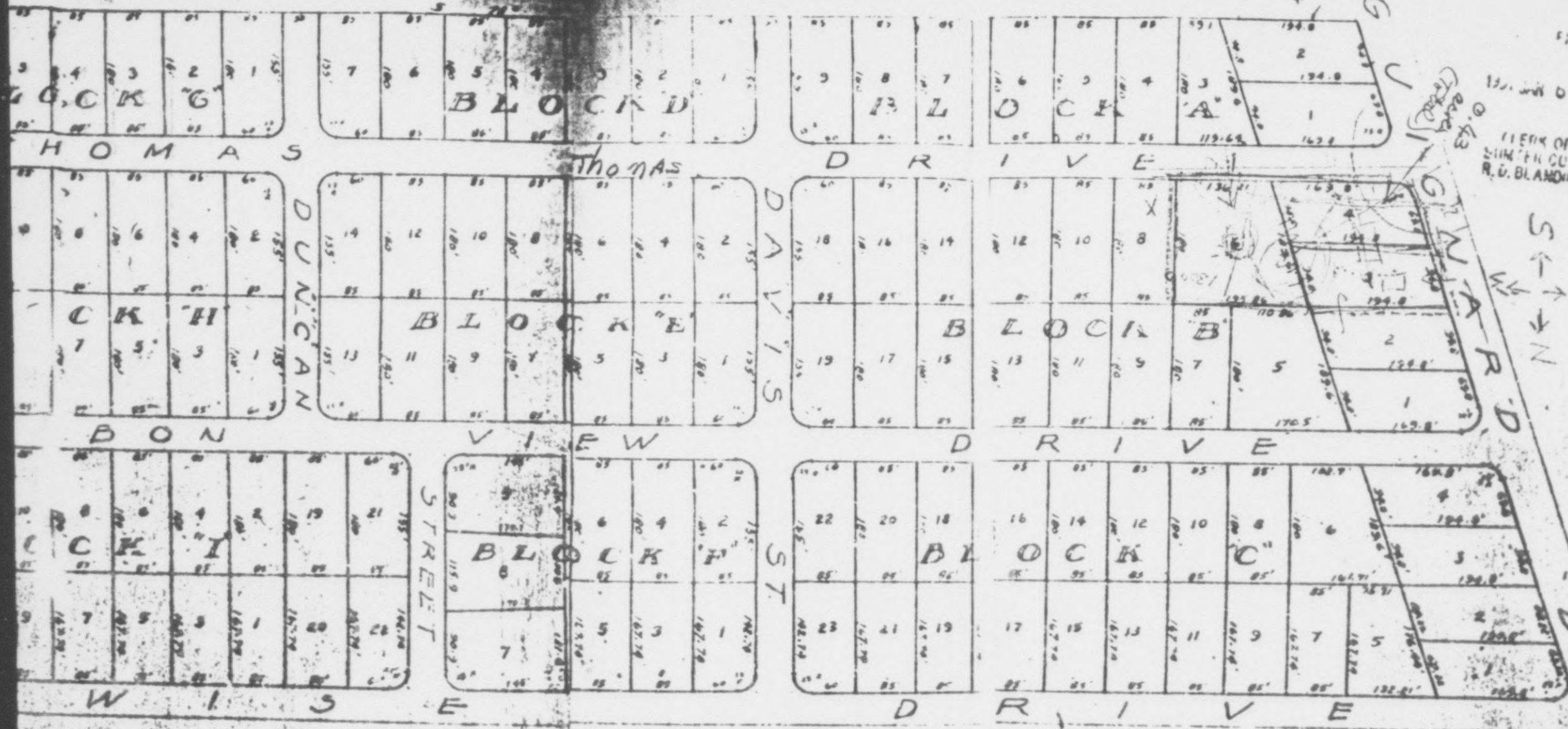
No agreements not contained herein are to be binding upon either party without the written consent of both parties

Witness the hands and seals of Seller and Purchaser this day and year above written

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

WITNESS TO SELLER: *William Law Spencer* (SEAL)
WITNESS TO SELLER: *Kenneth Ward* (SEAL)
WITNESS TO PURCHASER: *Edward V. Gibson* (SEAL)
WITNESS TO PURCHASER: *William Law Spencer* (SEAL)





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CLERK OF COURT
SOUTH CAROLINA
R. D. BLANDING CLERK

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MAP OF BON AIR TERRACE

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 7

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

STATE BUDGET & CONTROL BOARD

ITEM NUMBER

5

Agency: Supreme Court

Subject: Transfer of Personal Service Funds

Chief Justice J. Woodrow Lewis advises that shortages of funds in support of the Judicial Commitment Program and for the Defense of Indigents prompt a request for Board approval of the transfer of \$70,000 from various personal service accounts. Chief Justice Lewis also notes that, if approved, the \$70,000 would have to be replaced in the personal service accounts by means of transfers of funds from the general base pay increase 79-80 account.

Board Action Requested:

Consider

Staff Comment:

Attachments:

Chief Justice Lewis April 9 letter to Putnam plus attachments



APR 16 1980

EXHIBIT

APR 29 1980

NO. 7

The Supreme Court of South Carolina STATE BUDGET & CONTROL BOARD

J. WOODROW LEWIS
CHIEF JUSTICE

P. O. BOX 53
DARLINGTON, S. C. 29532

April 9, 1980

RECEIVED

APR 09 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Mr. William T. Putnam
Executive Director
Budget and Control Board
212 Wade Hampton Office Building
P.O. Box 12444
Columbia, South Carolina 29211

Dear Bill:

This request comes in lieu of a supplemental appropriation request as this department feels the ever increasing pressures of shortage of funds in two major areas.

As you are aware from the monthly reports of expenditures, that have been submitted to you, the most recent enclosed, the Judicial Commitment Act looks as though there are not sufficient funds to reasonably expect to pay all expenses through June 30, 1980.

The appropriation for Defense of Indigents-Defense Fund \$86,781.29, has a current balance of \$9,968.61. The total appropriation for Defense of Indigents is \$774,641.00, of which \$687,859.71 is apportioned among counties per the proviso listed in our budget. We recently have had submitted to this department five separate invoices from the South Carolina Commission on Appellate Defense, all payable to the Budget and Control Board - General Services, which total \$17,980.25. These five invoices are for printing services, October - February, and are legitimate expenses from the Defense Fund. The Commission assures us they have no funds in their budget to cover these costs.

Our request would seek the approval of the Board to transfer from various Personal Service accounts funds totaling \$70,000.00 to be used in these two areas. If approved and the funds are not expended at the fiscal year end the funds would revert to the General Fund. This \$70,000.00 would have to be replaced in the Personal Service accounts by transfers of funds not being put to use in our General Base Pay Increase 79-80 account.

EXHIBIT

APR 29 1980

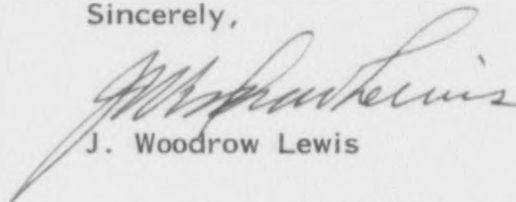
NO. 7

Mr. Bill Putnam
Page 2

STATE BUDGET & CONTROL BOARD

We will provide further information upon your request and
will look forward to the Board's decision.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Woodrow Lewis".

J. Woodrow Lewis

Jack C



RECEIVED

APR 07 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

South Carolina Court Administration

**South Carolina Supreme Court
Columbia, South Carolina**

L. EDMUND ATWATER, III
DIRECTOR

April 4, 1980

P. O. BOX 11788
COLUMBIA, S. C. 29211
(803) 758-2961

EXHIBIT

APR 29 1980

NO. 7

STATE BUDGET & CONTROL BOARD

Mr. William T. Putnam
Executive Director
Budget and Control Board
Post Office Box 12444
Columbia, SC 29211

Dear Mr. Putnam:

I am enclosing this office's monthly report on expenditures for the Judicial Commitment Fund. Please contact me if you should have any questions concerning the Judicial Commitment Program.

Very truly yours,

Louis L. Rosen

Louis L. Rosen
Assistant Director

LLR:rc

Enclosure



EXHIBIT

APR 29 1980

NO. 7

STATE BUDGET & CONTROL BOARD

South Carolina Court Administration

South Carolina Supreme Court

Columbia, South Carolina

L. EDMUND ATWATER, III
DIRECTOR

April 4, 1980

P. O. BOX 11788
COLUMBIA, S. C. 29211
(803) 758-2961

MEMORANDUM

TO: Mr. Louis Rosen, Assistant Director

FROM: Mr. David L. Rathbone, Field Representative *DR*

RE: Judicial Commitment Report for March, 1980

An analysis of the budget report dated March 31, 1980, reveals that approximately \$427,182.50 of the \$550,000.00 appropriated for the Judicial Commitment Program has been expended through March 31, 1980, which leaves an unencumbered balance of \$122,817.50 for the three (3) remaining months of the fiscal year.

Previously a rough monthly average expenditure of \$45,833.33 had been established as a baseline for comparison of monthly expenditures. With the exception of two (2) months, October 1979, and December 1979, the monthly average expenditures have exceeded this baseline projection, i.e., October 1979, \$38,380.00; November 1979, \$59,310.00; December 1979, \$25,835.00; January 1980, \$56,498.75; February 1980, \$63,415.00; and March 1980, \$51,770.00. An average of these six (6) months increases the baseline projection to \$49,201.33, and as evidenced by the last three months even this projection has been exceeded.

In historically reviewing past expenditures for the months of April, May, and June, the past two (2) fiscal years reveal the variability between months and years. Therefore, based on this variability it is difficult to accurately predict monthly expenditures.

South Carolina Court Administration

Mr. Rosen
April 4, 1980
Page Two

<u>Month</u>	<u>FY 1977-78</u>	<u>FY 1978-79</u>
April	\$ 34,540.00	\$ 31,685.00
May	\$ 58,853.00	\$ 51,975.00
June	\$ 62,947.00	\$ 44,680.00
	<u>\$156,340.00</u>	<u>\$128,340.00</u>
	x=52,113.33	x=42,780.00

However even when considering the difficulty in projecting actual expenditures it is apparent that the unencumbered balance of \$122,817.50 is not sufficient to cover expenditures for the three remaining months of the fiscal year.

As in the past, of continued interest is the payment of Judicial Commitment funds to state employees. Enclosure (1) and (2) contain a monthly and yearly breakdown of the funds paid to state employees. Of interest is the decrease in the amount paid to state employees who act as professional examiners, i.e., February 1980, 44%; March 1980, 37% for a decrease of 7%.

In conclusion, as stated in the February report, it appears that additional funds will have to be diverted to the Judicial Commitment Program in the near future.

/bg

cc: Mr. L. Edmund Atwater
Mr. Steven Good
The Honorable J. Woodrow Lewis

South Carolina Court Administration

EXHIBIT

APR 29 1980

NO. 7

Mr. Rosen
April 4, 1980
Page Three

STATE BUDGET & CONTROL BOARD

EXPENDITURES FOR MARCH 1980

Professional Examiners

Non-State Employees	\$21,550.00
State Employees	12,705.00
37% of Total Paid to State Employees	<u>\$34,255.00</u>

Appointed Counsel

Non-State Employees	\$15,885.00
State Employees	110.00
	<u>\$15,995.00</u>

Court Reporters

Non-State Employees	\$ 1,520.00
State Employees	00.00
	<u>\$ 1,520.00</u>

All Categories

Non-State Employees	\$38,955.00
State Employees	12,815.00
25% of Total Paid to State Employees	<u>\$51,770.00</u>

South Carolina Court Administration

EXHIBIT

Mr. Rosen
April 4, 1980
Page Four

APR 29 1980 NO. 7

STATE BUDGET & CONTROL BOARD

EXPENDITURES FOR FY 1979-1980 (JULY THROUGH MARCH)

Professional Examiners

Non-State Employees	\$148,675.00
State Employees	123,700.00
45% of Total Paid to State Employees	<u>\$272,375.00</u>

Appointed Counsel

Non-State Employees	\$137,897.50
State Employees	1,160.00
	<u>\$139,057.50</u>

Court Reporters

Non-State Employees	\$ 15,740.00
State Employees	10.00
	<u>\$ 15,750.00</u>

All Categories

Non-State Employees	\$302,312.50
State Employees	124,870.00
29% of Total Paid to State Employees	<u>\$427,182.50</u>

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 8

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

STATE BUDGET & CONTROL BOARD

ITEM NUMBER

6

Agency: Department of Mental Health

Subject: Funds Transfer Request

Board Action Requested:

Authorize Mental Health to transfer approximately \$110,000 of funds appropriated for court screening and \$32,600 of funds appropriated for autistic children's programs to Spartanburg, Anderson, and Columbia Area Mental Health Centers to assist in offsetting projected deficits at those Centers for the current fiscal year.

Staff Comment:

Dr. Hall advises that, with the approval of this transfer, the net deficit projected would be reduced to about \$75,000 which would be sought by means of a supplemental appropriation.

Attachments:

Hall April 22 letter to Putnam



South Carolina Department of Mental Health

An Equal Opportunity Employer

EXHIBIT

APR 29 1980

NO. 8

STATE BUDGET & CONTROL BOARD

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.
State Commissioner of Mental Health

April 22, 1980

RECEIVED

APR 22 1980

BUDGET AND CONTROL BOARD
OFFICE OF EXECUTIVE DIRECTOR

Mr. William T. Putnam
Executive Director
Budget & Control Board
212 Wade Hampton Office Building
Columbia, S. C. 29211

Dear Mr. Putnam:

Reference is made to our meeting of Thursday, April 17, in which a recommendation was agreed upon to pursue the transfer of projected unused funds in our Court Screening and Autistic Childrens Programs to three Mental Health Centers in order to avoid curtailment of services provided by the centers as a result of a shortfall of local funds, Title XX, CETA and other third party payments.

It is hereby requested that the Department of Mental Health be allowed to transfer approximately \$110,000 Court Screening funds and \$32,600 Autistic Childrens funds to Spartanburg, Anderson and Columbia Area Mental Health Centers to assist in offsetting the projected deficits at these centers for the current fiscal year. With approval of this transfer the net deficit would then be reduced to approximately \$75,000 which would then be sought through the Supplemental Appropriations process.

Your favorable consideration of this request is appreciated.

With warm personal regards, I am

Sincerely,

William S. Hall

William S. Hall, M.D.
State Commissioner of Mental Health

WSH:JB:aw

CC: Dr. Mullins
Mr. Vaughn

EXHIBIT

STATE BUDGET AND CONTROL BOARD

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

APR 29 1980

NO. 10

ITEM NUMBER

8

STATE BUDGET & CONTROL BOARD

Agency: State College Board of Trustees (College of Charleston)

Subject: Issuance of \$3,030,000 Student and Faculty Housing Revenue Bonds

Board Action Requested:

Adopt a resolution approving the issuance by the State College Board of Trustees of \$3,030,000 Student and Faculty Housing Revenue Bonds of the College of Charleston and authorize the College Board of Trustees to sell such bonds at a private sale, to the United States of America, acting by and through the Secretary of Housing and Urban Development, such bonds to bear interest at the rate of 3% per annum.

Staff Comment:

Attachments:

Copy of referenced resolution

APR 25 1980

GUÉRARD AND APPELEGATE, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

125 CHURCH STREET

CHARLESTON, SOUTH CAROLINA 29401

TELEPHONE (803) 722-7600

EXHIBIT

APR 29 1980

NO. 10

STATE BUDGET & CONTROL BOARD

Theodore B. Guérard
W. E. Applegate, III

P. O. Box 1119
Zip Code 29402

John Paul Trouche

April 24, 1980

Mr. William A. McGinnis
Secretary, State Budget and Control Board
Post Office Box 12444
Columbia, South Carolina 29211

In re: \$3,030,000 Student and Faculty Housing Revenue Bond
of the College of Charleston
Project CH-SC0119 (d)
333-bed student residence hall

Dear Bill:

Enclosed you will find original and five copies of a proposed resolution of the Budget and Control Board approving the issuance of the captioned bonds.

The proceeds of these bonds would be used to pay off two bond anticipation notes totaling \$1,600,000 and to defray the cost of constructing the new residence hall which is scheduled for completion next month.

The College has entered into a loan agreement with the Department of Housing and Urban Development whereby the Government will buy these bonds bearing interest at the rate of three per cent (3%) per annum. We hope to be able to deliver these bonds prior to May 30, 1980, which is the date on which the outstanding bond anticipation notes mature.

Will you please present this resolution to the Budget Control Board at its next meeting? When adopted, please return five certified copies to us.

EXHIBIT

APR 29 1980

NO. 10

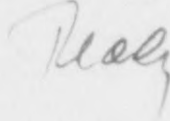
Mr. William A. McGinnis

-2-

April 24, 1980
STATE BUDGET & CONTROL BOARD

Many thanks for your assistance and with kind regards.

Sincerely,



TBG:lwm

Enclosures

cc:Mr. F. Mitchell Johnson
Chairman, Board of Trustees
College of Charleston

Mr. Edward M. Collins, Jr.
President, College of Charleston

Mr. J. Floyd Tyler
Vice-President, Business Affairs

Mr. Vernon G. Rivers
Vice-President, Institutional Research

EXHIBIT

APR 29 1980 NO. 10

A RESOLUTION

STATE BUDGET & CONTROL BOARD

APPROVING THE ISSUANCE BY THE STATE COLLEGE BOARD OF TRUSTEES OF \$3,030,000 STUDENT AND FACULTY HOUSING REVENUE BONDS, SERIES E, OF THE COLLEGE OF CHARLESTON.

BE IT DULY RESOLVED by the State Budget and Control Board, in meeting duly assembled, as follows:

THAT the State Budget and Control Board hereby approves by the adoption of this Resolution the issuance by the State College Board of Trustees of \$3,030,000 Student and Faculty Housing Revenue Bonds, Series E, of the College of Charleston, to mature in annual series or installments on July 1 in each of the years 1981 to 2019, inclusive, as follows:

<u>YEARS</u>	<u>PRINCIPAL PAYMENT</u>	<u>YEARS</u>	<u>PRINCIPAL PAYMENT</u>
1981	\$50,000	2001	\$90,000
1982	50,000	2002	90,000
1983	50,000	2003	90,000
1984	50,000	2004	90,000
1985	55,000	2005	90,000
1986	55,000	2006	90,000
1987	55,000	2007	90,000
1988	60,000	2008	90,000
1989	60,000	2009	90,000
1990	65,000	2010	90,000
1991	70,000	2011	90,000
1992	70,000	2012	90,000
1993	70,000	2013	90,000
1994	70,000	2014	90,000
1995	70,000	2015	90,000
1996	75,000	2016	90,000
1997	80,000	2017	90,000
1998	85,000	2018	90,000
1999	90,000	2019	90,000
2000	90,000		

EXHIBIT

APR 29 1980 NO. 10

- 2 -

STATE BUDGET & CONTROL BOARD

pursuant to the authorization of Section 2 of Act No. 1281 of the Acts of the General Assembly of the State of South Carolina for the year 1970, as amended by Act No. 1652 of the Acts of the General Assembly of the State of South Carolina for the year 1972, and by Act No. 1294 enacted at the 1974 Session of the South Carolina General Assembly, and by Act No. 763 enacted at the 1976 Session of the South Carolina General Assembly, and by Act No. 653 enacted at the 1978 Session of the South Carolina General Assembly; and

THAT the State College Board of Trustees may proceed to sell, at private sale, such bonds, bearing interest at the rate of Three per centum (3%) per annum, to the United States of America, acting by and through the Secretary of Housing and Urban Development.

EXHIBIT

STATE BUDGET AND CONTROL BOARD

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

APR 29 1980

NO. 11

ITEM NUMBER

9

STATE BUDGET & CONTROL BOARD

Agency: State Fire Commission

Subject: Establishment of Appeals Procedure

(To be presented)

Board Action Requested:

Consider

Staff Comment:

Attachments:

EXHIBIT

Budget And Control Board
Agenda

APR 29 1980

NO. 11

STATE BUDGET & CONTROL BOARD

Chief David A MacLellan, Chairman of the South Carolina State Fire Commission requests that the Budget and Control Board empower the Chairman to recommend to the Budget and Control Board a seven-man committee, to be selected from the Commission membership, to serve on an annual rotating basis as the Appeals Board of The South Carolina Fire Marshal's Office.

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 12

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

ITEM NUMBER 10

STATE BUDGET & CONTROL BOARD

Agency: School for the Deaf and the Blind

Subject: Request to Reestablish Position
(Please refer to attachments)

Board Action Requested:

Consider

Staff Comment:

Attachments:

Budget Development form plus attachments

Code No. H75

EXHIBIT

Agency School for the Deaf and the Blind

APR 29 1980

NO. 12

STATE BUDGET & CONTROL BOARD

Subject: Request to reestablish positions abolished under Act 199 of 1979
Appropriation Act as having been vacant 12 months or longer.

Request is to establish 1 positions at The School for the Deaf and
the Blind- Motor Pool as follows:

<u>Date</u> <u>Abolished</u>	<u>Position Title</u>	<u>Grade</u>	<u>Class</u> <u>Code</u>	<u>Est.</u> <u>Annual</u> <u>Salary</u>	<u>Source of Funds (Percent)</u> <u>State Federal Other</u>
02/02/80	Vehicle Opr. II	14	7862	7,543	7,543

Request Justification:

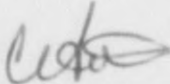
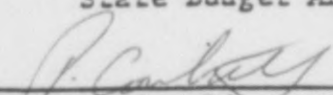
This position remained vacant for twelve (12) months, with State Personnel's knowledge, because of legal ramification. (See attached letter).

☒ Recommend Approval☐ Recommend DisapprovalDr. N. F. Walker

Agency Signature

4/20/80

Date


State Budget Analyst4/21/80
Date
Budget Section Director/Asst. Dir.4-21-80
Date

WILLIAM R. SPENCER
Director of Finance

**SOUTH CAROLINA SCHOOL
FOR THE DEAF AND THE BLIND**

SPARTANBURG, SOUTH CAROLINA 29302
803-585-7711

April 17, 1980

EXHIBIT

APR 29 1980 NO. 12

State Budget & Control Division
Auditor's Office
P.O. Box 11333
Columbia, S. C. 29211

STATE BUDGET & CONTROL BOARD

Attn: Mr. Curtis Holt

Dear Curtis:

This is to thank you for your verbal agreement Friday in our post-noon meeting in your office to re-establish the position slot and associated funding of the Vehicle Operator II position in the Warehouse at the School. You indicated you foresaw no difficulty on this reinstatement, but requested I send a written description of the nature of the problems which led to the automatic deletion of the position. This follows:

The position has been in existence for some time. It came indirectly under a cloud last winter and spring (Feb. 70) when its occupant, a Mr. Bryant, sought the next highest position at the Warehouse, Supply Clerk, and in fact was promoted into it. However, one of his co-applicants at that time, a CETA employee elsewhere in the agency, grieved his own non-selection and since that time, there have been a series of internal and external grievances and appeals going all the way to Atlanta (Dept. of Labor).

As a result of the grievances, there remains some doubt as to who eventually will fill the Supply Clerk position. With State Personnel's knowledge and to avert any possible greater conflict, temporary people were hired in the old Bryant position (Vehicle Operator II) so that if the CETA applicant should win on appeal, Mr. Bryant could go back to his old job as third man in the Warehouse.

It is due to the extensive and elongated nature of the grievance appeals that the Vehicle Operator II slot went unfilled with a permanent employee for 12-14 months and was apparently deleted by State Personnel's computer automatically.

RECEIVED

APR 1 8 1980

STATE AUDITOR'S OFFICE

Mr. Curtis Holt
Budget Analyst

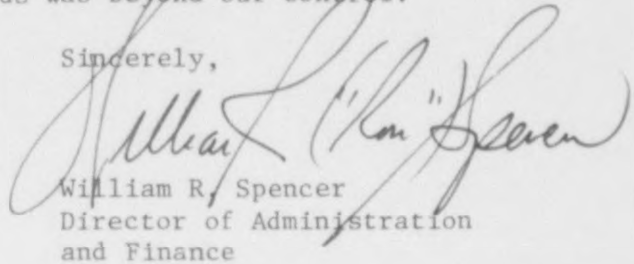
2

April 17, 1980

We still require the position and always have and would have filled it permanently long before but for other CETA grievances, while we now close to final disposition. In fact, for most of this time it was filled by temporary employees and the funds allocated have been largely used.

Further, the position is budgeted for 1980-81 and is needed. Thanks for your understanding and we appreciate your going to the Board on our behalf to reinstate a position whose vacated status was beyond our control.

Sincerely,



William R. Spencer
Director of Administration
and Finance

WRS/w

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 13

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

ITEM NUMBER

11

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Lease Purchase Agreement - Microfilm Processor

At the regular meeting of February 21, 1980, the Board approved a lease purchase agreement for a microfilm processor for the Department of Archives and History. This agreement was for a total amount of \$10,191.95 for sixty (60) months with an interest rate of 11.91%. After approval by the Board the Municipal Leasing Corporation raised the interest rate to 16%.

In view of the excessive interest rate on the new agreement, I recommend the Board revoke the previous approval and that the agency find some alternative means of procuring this equipment.

Board Action Requested:

Staff Comment:

Attachments:

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 14

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

ITEM NUMBER

12

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Lease Purchase Agreement - Governor's Office of Administrative Services

The Governor's Office of Administrative Services requests permission to enter into a lease purchase agreement for an IBM Model 6640 Document Printer for a total purchase price of \$11,526.92 for a period of sixty (60) months. The monthly installment costs will be \$372.22. The interest rate on this agreement will be 11.25%. The lease purchase agreement will provide a monthly cost avoidance of \$281.78.

The interest rate is higher than that previously approved, but the cost avoidance is so great as to warrant consideration of approval of this agreement.

Board Action Requested:

Staff Comment:

Attachments:

EXHIBIT

STATE BUDGET AND CONTROL BOARD

APR 29 1980

NO. 15

REGULAR SESSION AGENDA

MEETING OF April 29, 1980

ITEM NUMBER

13

STATE BUDGET & CONTROL BOARD

Agency: Division of General Services

Subject: Voucher Approval for Purchase of Office Supplies

Statute 11-25-420 of the 1976 Code requires that the State Budget and Control Board shall purchase all stationery and office supplies required by the General Assembly and the several departments, boards and commissions of state government. For a number of years this has been impractical and the departments, boards and commissions have found it necessary to make small purchases of stationery and office supplies directly from commercial vendors. To comply with this statute, vouchers for payment of supplies purchased by the departments, boards, and commissions have been submitted to General Services for an after the fact approval. This has caused considerable delay in the payment of invoices and does little to comply with the intent of the statute.

The Budget and Control Board has approved Purchasing Policies and Procedures which have been codified under the Code of Laws, Chapter 19, Article 2 of Rules and Regulations.

We recommend that instead of an after the fact approval by the Division of General Services that all vouchers for the purchase of stationery and office supplies from commercial vendors bear certification on the invoice that "purchases are made in compliance with Purchasing Policies and Procedures as adopted by the Budget and Control Board" along with the signature of the individual authorized to procure such items.

Board Action Requested:

Staff Comment:

Attachments: Copy of Statute

PUBLIC PRINTING AND PUBLICATIONS § 11-25-420

the penalty above provided. The State Budget and Control Board shall enforce the provisions of this section.

HISTORY: 1962 Code § 1-530; 1952 Code § 1-530; 1942 Code § 2115; 1932 Code § 2115; 1927 (35) 268; 1950 (46) 3605.

ARTICLE 7

PURCHASE OF PRINTING EQUIPMENT AND OFFICE SUPPLIES

SEC.

11-25-410. Board shall approve all purchases of printing equipment and the like.

11-25-420. Purchase of stationery and office supplies.

11-25-430. Revolving fund for purchase of office supplies and other commodities.

§ 11-25-410. Board shall approve all purchases of printing equipment and the like.

No department of the government of this State shall make any purchase of any equipment, machinery or apparatus for the production or reproduction of printing, lithographing or engraving without first having secured the approval in writing of the State Budget and Control Board. The Comptroller General before issuing his warrant for any bill or voucher for any such equipment, machinery or apparatus shall see that such bill or voucher is duly approved by the clerk or secretary of the Board, and the Comptroller General shall refuse to issue his warrant for any bill or voucher not so approved, whether such is to be paid from money derived from fees, licenses, taxes or otherwise. The provisions hereinabove shall not apply to the purchase or to the issuing of any warrant for any bill or voucher for the purchase of any mimeograph or duplicating machine.

HISTORY: 1962 Code § 1-541; 1952 Code § 1-541; 1942 Code § 2090; 1932 Code § 2090; 1926 (34) 908; 1950 (46) 3605.

CASE NOTES

Engraving of highway certificates — 1962 § 1-541] as upholding his view
In a dissenting opinion in *Hall v Richards*, 159 SC 34, 156 SE 12 (1930), that the engraving of highway certificates of indebtedness is included in
Cothran, J. cites this section [Code this chapter.

§ 11-25-420. Purchase of stationery and office supplies.

The State Budget and Control Board shall purchase with such funds as the General Assembly may from time to time provide all stationery and office supplies, not including furniture and fixtures, required by the General Assembly and the several departments, boards and commissions of the State government. The heads of such departments, boards and commissions shall make purchases

EXHIBIT

APR 29 1980

NO. 15

§ 11-25-420

PUBLIC FINANCE

STATE BUDGET & CONTROL BOARD

of all such supplies from the Board, payment for which shall be made by warrant drawn by the Comptroller General. The Board shall refund all collections from such sources to the State Treasurer.

HISTORY: 1962 Code § 1-542; 1952 Code § 1-542; 1942 Code § 2090; 1932 Code § 2090; 1926 (34) 908; 1950 (46) 3605.

§ 11-25-430. Revolving fund for purchase of office supplies and other commodities.

From the accumulated unexpended balances of the revolving fund heretofore appropriated for the purchase of office supplies by the State Budget and Control Board the sum of twenty thousand dollars shall be maintained by the State Treasurer as a permanent and continuing revolving fund for the purchase of office supplies or such other commodities as the General Assembly may hereafter direct, to be administered by the Board. Should the fund exceed twenty thousand dollars at the end of any fiscal year the surplus shall be transferred to the general fund of the State.

HISTORY: 1962 Code § 1-543; 1952 Code § 1-543; 1942 Code § 2090-1; 1932 Code § 2090; Civ. C. '22 § 52; Civ. C. '12 § 42; Civ. C. '02 § 39; R. S. 39; 1898 (22) 700; 1916 (29) 707; 1920 (31) 805; 1940 (41) 1758; 1965 (54) 330.

ARTICLE 9

DISTRIBUTION OF PUBLICATIONS

SEC.

11-25-610. Number of copies of journals to be bound.

11-25-620. Delivery to and distribution by Legislative Council of journals.

11-25-630. Distribution of Acts and Joint Resolutions by Legislative Council.

11-25-640. Persons entitled to receive copies of Acts and Joint Resolutions.

11-25-650. Distribution of copies of publications to University of South Carolina Law Library.

11-25-660. Distribution of copies of publications to State colleges and universities generally.

11-25-670. Distribution of copies of publications to College of Charleston.

11-25-680. Distribution of copies of publications to Library of Congress.

§ 11-25-610. Number of copies of journals to be bound.

A sufficient number of copies of the House and Senate Journals for the use of the members of the General Assembly and for the Legislative Council to make the exchanges with other states shall be printed and bound in a good and substantial manner. The clerk of the Senate and the clerk of the House of Representatives may have this done immediately upon the close of the session or as soon thereafter as practicable.

HISTORY: 1962 Code § 1-561; 1952 Code § 1-561; 1942 Code § 2106; 1932