

A G E N D A

SPECIAL MEETING, OCONEE COUNTY COUNCIL - JUNE 22, 1993

7:00 PM

1. Call to Order
2. Invocation
3. Consideration of Approval of DSS Contract - Mrs. Sallie C. Smith, Clerk of Court
4. Consideration of Purchase of Computer System Pursuant to Section II, C, 4 of Ordinance 85-2, "Oconee County Manual of Centralized Purchasing" - Ms. Marianne Dillard, Purchasing Director, Mr. Dillard E. Medford, Chief Magistrate, Mr. Steve Pruitt, Chief Deputy and Mr. Bob Busch, LEC Director
5. Consideration of Transfer for Aeronautics Commission
6. Consideration of Transfer for Election Commission
7. First Reading of Ordinance 93-7, "An Ordinance Authorizing the Issuance and Sale of \$7,200,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina, for the Purpose of Defraying the Cost of Acquiring, By Construction and Purchase, Solid Waste Facilities and Equipment of County-Wide Benefit: Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto"
8. Third & Final Reading of Ordinance 93-6, "The 1993-94 Oconee County Budget Ordinance"
9. Old Business
10. New Business
11. Adjourn

*****6:45*** PM Administrative Briefing**

(All Meetings Open to Public)

MEMBERS, OCONEE COUNTY COUNCIL

Mrs. M. Fran Burrell, District I Mr. Harrison E. Orr, District II
Mr. Michael E. Harper, District III Mr. Roy B. Strickland, District IV
Mr. Alton K. Williams, District V

MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL

The Oconee County Council held a special meeting Monday, June 22, 1993 at 7:00 PM in Council Chambers with all Council Members present. Mr. Timothy M. Cain, County Attorney, was also present.

Members of the press notified: Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WYFF TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Eric Gorsky - Anderson Independent, McGregor McCance - Greenville News & Jim Hendren - Journal/Tribune.

The meeting was called to order by Supervisor-Chairman Crain who welcomed the guests and media.

Call to Order

The invocation as given by Mr. Orr.

Invocation

At the request of Mrs. Sallie Smith, Clerk of Court, Mr. Strickland made a motion, seconded by Mr. Orr, approved 4 - 0 (Mr. Harper had not come in at this time) that the attached Agreement of Cooperation for Fiscal Year 1993-94 between the Oconee County Clerk of Court and the SC Department of Social Services be adopted.

DSS
Contract

On the recommendation of Mr. Dillard E. Medford, Chief Magistrate, Mr. Bob Busch, Law Enforcement Director, Mr. Steve Pruitt, Chief Deputy, and Ms. Marianne Dillard, Purchasing Director, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the county purchase a computer for the Law Enforcement Center through a lease purchase agreement at a cost of \$64,720.59 for lease and maintenance for the first year and a per cost of \$69,917.88 for the lease and maintenance for the second and third year. (See attached quotes)

LEC
Computer

Mr. Strickland made a motion, seconded Mr. Orr, approved 5 - 0 that a letter of intent be sent to Smith Data stating that it is the County's intent to issue a purchase order for the computer system at the beginning of the 1993-94 fiscal year.

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfer for the Aeronautics Commission be adopted.

Aeronautics
(Transfer)

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfers for the Election Commission be adopted.

Election
Commission
(Transfer)

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Ordinance 93-7, "An Ordinance Authorizing the Issuance and Sale of \$7,200,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina, for the Purpose of Defraying the Cost of Acquiring, by Construction and Purchase, Solid Waste Facilities and Equipment of County-Wide Benefit; Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto" be adopted on first reading.

Ord. 93-7

At the request of Mr. Tommy Crumpton, Rock Crusher Director, Mr. Orr made a motion, seconded by Mr. Williams, approved 5 - 0 that \$1,964.48 in line item 017 054 00150 000024 be used for electrical work in the installation of the crushing plant.

Rock
Crusher

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfer for the Motor Pool be adopted.

Motor Pool
(Transfer)

Mr. Williams made a motion, seconded by Mr. Strickland that the Oconee County Departmental Allocation Table as presented by the SC Appalachian Council of Governments be adopted as presented.

COG
Allocation
Table

Mr. Strickland then made a motion, seconded by Mr. Williams, approved 5 - 0 that the allocation table be amended to change the job titles for the employees in the Planning & Development Commission Department back to the current titles, the job questionnaires and Ordinance 79-17, "An Ordinance Creating the Oconee County Planning & Development Commission" be resubmitted to the SC Appalachian Council of Governments for re-evaluation.

The allocation table as amended was then adopted 4 - 1 with Mrs. Burrell voting against.

Mr. Strickland made a motion, seconded by Mr. Harper that Ordinance 93-6, "The 1993-94 Oconee County Budget Ordinance" be adopted on third and final reading.

Ord. 93-6

Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that the Budget Ordinance be amended to include the attached changes and Sections 21, 22, 23, 24 & 26 as attached.

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Ordinance 93-6, "The 1993-94 Oconee County Budget Ordinance" was then adopted 5 - 0.

Mr. Harper made a motion, seconded by Mr. Orr, approved 5 - 0 that Council go into executive session for the purpose of discussions with respect to the acquisition of property in conjunction with the Solid Waste Management Act.

Executive
Session

When open session resumed, Mr. Crain stated that Council had received information regarding land for possible sites for the manned convenience centers during the executive session.


Open
Session

Adjourn: 9:15 PM

Norman D. Crain
Supervisor-Chairman
Oconee County Council



• SAMUEL GRISWOLD, PH. D.
INTERIM COMMISSIONER

South Carolina 
Department of Social Services
OFFICE OF CHILD SUPPORT ENFORCEMENT
POST OFFICE BOX 1469
COLUMBIA, SOUTH CAROLINA 29202-1469

May 12, 1993

The Honorable Sallie C. Smith
Oconee County Clerk of Court
Post Office Box 158
Walhalla, South Carolina 29691

Dear Ms. Smith:

Enclosed please find two copies of the Agreement of Cooperation for Fiscal Year 1993-94. The following substantive changes have been made to the content of the Agreement of Cooperation:

1. Page two-item two: "The unit cost rate for the period July 1, 1993 through June 30, 1994 is approved at the rate of four dollars and sixty-seven cents (\$4.67) per transaction." This is an increase from last year's rate of \$4.62.
2. Page eight-item seventeen: "This includes the safeguarding of all tax record information". The Internal Revenue Service requires the safeguarding of all Federal tax information.
3. Page ten-item one: The incentive payment rate shall be reinstated at the original level as follows:

7.50 or less	4.50%
7.51 to 15.00	4.75%
15.00 and above	5.00%".

Please ensure that both copies of the Agreement of Cooperation be signed, witnessed, dated and one copy returned to this office by June 25, 1993, in order for reimbursement to continue without interruption. Please retain one of the originals of the Agreement of Cooperation for your file. Also, please sign the enclosed certification regarding lobbying and return it along with the Agreement of Cooperation.

Thank you for your assistance in this matter. Please contact Ms. Donna Strom at 737-5875 should you need additional information.

Sincerely,

Larry J. McKeown, Director
Child Support Enforcement Division

LJM:swf

Enclosures

AGREEMENT OF COOPERATION

CONTRACT NUMBER: 94-0038-0-0505

In consideration of the mutual exchange of provisions between the parties hereto, this Agreement is entered into by and between the Oconee County, South Carolina, hereinafter referred to as the "County" and the South Carolina, Department of Social Services, hereinafter referred to as the "DSS", on this first day of July 1993, for the coordination of their respective efforts in the area of Child Support Enforcement pursuant to Title IV-D of the Social Security Act, Federal regulations promulgated pursuant thereto, and the South Carolina State Plan for the Child Support Enforcement Program and for the compensation of the Family Court Section of the County. Notwithstanding existing County funds allocated to the Clerks of Court, any federal funds earned by the Clerks of Court under a contract with the DSS pursuant to Title IV-D of the Social Security Act must first be used by the Family Court Section of the respective offices of the Clerks of Court for establishment, collection and enforcement of child support obligations for the fiscal year in which the payments are earned. Monies paid to the Clerk pursuant to this section may not be used to replace other operating funds for the Clerk of Court's budget. Thereafter, excess funds shall revert to the general fund of the County in accordance with S.C. Code Section 43-5-235 (a)(3), as amended.

ARTICLE I - DEFINITIONS

The following terms shall be defined as:

1. IV-D Case - This refers to a case, either Aid to Families with Dependent Children (AFDC) or Non Aid to Families with Dependent Children (Non-AFDC) or Foster Care or Medicaid Only (MAO) cases collected pursuant to Title IV-D for which the DSS has a valid assignment of rights on file with the County and which is eligible for Federal Financial Participation (FFP) under Title IV-D of the Social Security Act;
2. Federal Financial Participation (FFP)- This refers to the approved current Federal matching rate of sixty-six percent (66%) available for a federally approved unit cost fee through June 30, 1994. FFP will be provided at the federally approved rate for this contract period. The unit cost fee may be adjusted at any time during this contract period if the federal matching rate changes. The County will be notified in writing of any such changes. The unit cost fee for the period July 1, 1993 through June 30, 1994 approved at the rate of four dollars and sixty-seven cents (\$4.67) per transaction in matching funds is available to the County under the terms of this Agreement.
3. The transaction is a check written representing collections of Child Support to DSS, or the custodial parent, or to another Court. Lump sum payments such as one check from wage withholding, one check for lump sum arrearage payment, and one check for current child support and arrearages may not be broken down and counted as multiple transactions.

ARTICLE II - OBLIGATIONS OF DSS

Under this Agreement of Cooperation, the Child Support Enforcement Division (CSED) will be considered that entity of DSS empowered to meet the responsibilities set forth in this Article. The CSED is also designated as the Unit which will interact with the County in meeting the responsibilities set forth in Article III. The CSED shall have the following responsibilities:

1. Providing the County with pertinent information for families receiving AFDC pursuant to Title IV-D of the Social Security Act and for families applying as Non-AFDC applicants for Child Support Enforcement services or Foster Care cases or MAO cases collected pursuant to Title IV-D. Such information will include:
 - A. the name, current address, race, sex, employment data, (if available) in addition to any other information the DSS has in its case record concerning the putative or deserting parent(s);
 - B. the name(s) of the children and custodian, the current and past amounts of the assistance awards, verification of the continued eligibility for AFDC of these child(ren), their birthdays and current address; and
 - C. other information routinely required by the court to establish paternity, secure support and enforce court orders;⁴
2. Cooperating with the County in obtaining and enforcing court orders under reciprocal arrangement with other states;
3. Providing child support specialists and attorneys as necessary to protect the interest of DSS in the actions taken for establishment of paternity, establishment of the support obligation and in the enforcement of the support obligation for families receiving AFDC benefits, for families applying

as Non-AFDC applicants, for Foster Care cases and MAO cases collected pursuant to Title IV-D, for Child Support Enforcement services;

4. Ensuring the remittance to the County by the Department of Social Services' Child Support Enforcement Division that portion of the support collections to which they are entitled as provided in the Social Security Act, Title IV, Part D, Section 458. A copy of the letter transmitting that incentive payment and the amount of the check remitted to the County Treasurer will be forwarded to the Clerk of Court.
5. Providing on site technical assistance and support to the Offices of the Clerk of Court to facilitate their carrying out the responsibilities identified in Article III.
6. Providing information to the County regarding AFDC case closures. This information should include the names of the absent parent and the custodial parent, and the date of closure of the custodial parent's AFDC case. It will be the responsibility of DSS to notify the Clerk's Office when to convert a case from AFDC to Non-AFDC.

ARTICLE III - OBLIGATIONS OF THE COUNTY

The following are responsibilities and duties of the County:

1. Assistance in the use of the courts as established by the Family Court Act for establishment of paternity and support obligations, the enforcement of child support obligations and cooperation with DSS in the scheduling and hearing of cases referred to the Court pursuant to Title IV-D of the Social Security Act;
2. Cooperation with DSS in the establishment of paternity, including Court or other actions established under state statutes or regulations having the effect of law;

3. Cooperation with DSS, through civil or criminal proceedings, in the establishment of paternity and support obligations by providing specific court days for new and pending actions, prompt filing of legal documents, and ensuring timely service of papers;

4. Cooperation with DSS in providing arrearage information to consumer reporting agencies;

5. Enforcement of support obligations including:

Those activities associated with the collection and the enforcement of Court Orders through contempt citations, issuance of warrants, income withholding, and the obtaining and enforcing of Court-ordered support through civil or criminal proceedings either in the state that granted the order or in another state;

Enforcement also requires:

- a) Compute arrearages and provide printouts as requested,
- b) Prepare Rules to Show Cause in compliance with family court Rule Number 24 (These procedures must meet the minimally acceptable federal requirements of necessary action in seventy-five (75%) of these case requiring such action.),
- c) Serve Rules to Show Cause or clearly indicate Rules as Title IV-D for service through use of a "IV-D" stamp or other method,
- d) Set aside specific days for DSS cases to be heard,
- e) Prepare Affidavits and Notices,
- f) Notify DSS of service of process information and identify the cases in which additional locate activity is required,
- g) Expeditious notice of service of Bench Warrants and notice to DSS when a Bench Warrant is executed.

- h) Notify DSS of any action(s) filed in the Clerk of Court Office involving DSS cases,
 - i) Ensuring access by the DSS personnel to Clerk of Court records,
 - j) Implement income withholding in compliance with Section 20-7-1315-et seq. of the South Carolina Code of Laws and Federal Regulations. These procedures must meet the minimally acceptable federal requirements of necessary action in seventy-five percent (75%) of the cases requiring such action,
 - k) Implement unemployment benefits insurance (UBI) withholding in accordance with S.C. Code Section 41-35-140 and federal regulations,
 - l) Implement in conjunction with CSED the collections and distribution of past due child support from federal and state tax refunds in accordance with Federal Regulation 45 CFR 302.72 and S.C. Code Sections 12-7-2240 and 43-5-220 as amended. These refunds must be credited promptly upon receipt of the collection report from the CSED.
6. The establishment and maintenance of an effective system for the collection of child support payments as ordered by the Court and so paid under other provisions. Such collections that are directly distributed to a custodial parent or to another state shall be mailed to the payee within two working days of receipt and reported to DSS daily. Collections to be distributed by DSS shall be directly deposited within one^ubanking day to the South Carolina State Treasurer bank account or a check written for distribution. The validated deposit slip from the bank, bank deposit DSS Form 29100 and the report of collections from the Clerks computer system or collections report DSS Form 2745 should also be mailed to the DSS Financial Services Division within one banking day.
- Correspondence relating to collections shall be sent to:

IV-D Financial Services Division
South Carolina Department of Social Services
Post Office Box 810
Columbia, South Carolina 29202-0810
Attention: Receipts Unit

7. Unclaimed child support funds must be administered in accordance with Federal regulations and State law (Reference the Uniform Unclaimed Property Act at S.C. Code Section 27-18-10 et seq.);
8. Maintenance of records as to the current status of all payments made by the noncustodial parent for the support of the children to include all records necessary for contempt proceedings;
9. Report collections in a manner described by DSS as needed to be in compliance with agency and federal reporting requirements;
10. Assistance in providing information, distributing applications and assisting in completion of applications for persons not receiving assistance from DSS;
11. The Clerks of Court shall use a system of accounting and internal controls to maximize the security and accountability of cash receipts including but not limited to those generally accepted accounting procedures outlined in Appendices E and F of the Clerk of Court Manual.
12. In accordance with Federal Regulation 45 CFR 302.19, the County shall ensure that every person who has access to or control over funds collected under this Agreement is covered by a bond against loss resulting from employee dishonesty or negligence; and the County will assume any loss not covered by this bond.
13. In accordance with Federal Regulation 45 CFR 302.20, the Clerk of Court will ensure separation of duties as appropriate in case handling and accounting functions.

14. In accordance with Federal Regulation 45 CFR 304.50, any interest earned from IV-D Services must be reported as program income on a quarterly basis to the DSS CSED along with a check for the 66% of the total amount which is the Federal Share.
15. None of the work or services covered by this Agreement will be subcontracted, transferred, or assigned without prior written approval of DSS. Any work or services subcontracted, transferred, or assigned hereunder with the permission of DSS shall be specified by written contract or agreement and shall be subject to each of the provisions of the Agreement and attachments and exhibits hereto. Each approved subcontract, transfer, or assignment shall be attached hereto. All subcontracts, transfers, or assignees shall be subject to the requirements of this Agreement and the County shall be responsible for the performance of each of them.
16. The Clerk of Court will in no way lose control of the operation of the Clerk's Office of the County pursuant to terms of this Agreement, but will freely provide DSS access and assistance in the use of the court system;
17. Safeguard all child support information in accordance with applicable public laws and federal regulations. This includes the safeguarding of all tax record information.
18. The County shall provide a corrective action plan in response to any DSS, State or Federal audit findings and/or recommendations. If the Clerk's office needs assistance in the preparation of such a plan, they may request technical assistance through the DSS. However, the submittal and content of a corrective action plan is the county's responsibility. The approval of the corrective action plan is the responsibility of DSS.
19. The Clerk of Court shall provide a copy of any county audits and provide a corrective action plan in response to any findings that concern its IV-D

operations. The County will be considered a subrecipient of Federal programs funds and will be subject to audit requirements under OMB Circular A-128.

20. The Clerks of Court will be responsible for financial losses due to administrative accounting errors, i.e. posting to an incorrect case. DSS will have the right to withhold from payments due to the Clerk of Court funds equal to such losses.
21. Ensuring that insofar as any terms of this Agreement may require performance by county officials outside the Office of the Clerk of Court, the Clerk and/or other parties executing this Agreement are fully authorized to bind not only the Office of the Clerk of Court but also County government itself to all terms herein.
22. Repay DSS for any billings which are inappropriately reimbursed.

ARTICLE IV - TERMS AND CONDITIONS

The DSS and the County shall abide by the following terms and conditions to ensure the mutual interest of both parties in the provision of child support enforcement to eligible persons in South Carolina.

1. The County shall provide the child support services as specified herein to commence July 1, 1993, and to terminate June 30, 1994. This contract is effective between the parties as of the effective date specified herein; if any services are provided on or after July 1, 1993, but prior to the execution date of this contract such services shall be retroactively reimbursed for the quarter in which it was executed, in accordance with this contract.
2. The County shall provide child support enforcement as specified herein according to the requirements of applicable public laws and federal regulations

which include but are not limited to the use of funds to influence awards, grants, loans or contracts (45 CFR 93) (FSA-AT-90-26).

3. Compensation and method of payment:

A. Compensation

- 1) When pursuant to this Agreement the County provides the required assistance and makes collections of child support assigned under Title 45 of the Code of Federal Regulations, Section 302.33, the DSS CSED will make to the Family Court Section of the Clerk of Court's Office (in accordance with 45 CFR, Sections 302.33 and 302.52), incentive payments based on the county's cost effective ratio. The cost effective ratio is computed monthly by dividing IV-D collections by IV-D expenditures. A cost effective ratio of 7.50 or less will result in incentive payments of four and one half percent (4.50%) of AFDC, Non-AFDC, Foster Care and MAO collections. A cost effective ratio of 7.51 to 15.00 will result in incentive payments of four and three quarters percent (4.75%) of AFDC, Non-AFDC, Foster Care and MAO collections. A cost effective ratio above 15.00 will result in incentive payments of five percent (5%) of AFDC, Non-AFDC, Foster Care and MAO collections. Incentives on Non-AFDC collections are capped at an amount equal to one hundred and fifteen percent (115 %) of the AFDC amounts. Above this level, program incentives earned will be distributed at the discretion of DSS to assure maximum program benefits to the state and county.
- 2) Amounts collected in interstate cases will be credited, for purposes of computing incentive payments, to both initiating and responding states.

- 3) In order to obtain FFP for the Family Court Section of the Clerks of Court Office, the County agrees to provide the differences between the prevailing Federal matching rate for expenditure pursuant to this Agreement and the DSS will provide the FFP matching funds for an approved unit cost fee as defined in Article I, Section 2 of this Agreement. The unit cost rate will be established based on the average of costs incurred in the Family Courts minus any fees, interest, or other income (45 CFR 304.50), used in the sample. Unit cost reimbursement may be claimed on all AFDC, Non-AFDC, Foster Care and MAO cases for reimbursement to the County and shall be on a monthly basis, subject to a receipt of a suitable request for reimbursement from the County specifying that is has performed the services under this Agreement, complied with all applicable federal and state laws and regulations and is entitled to reimbursement under the terms of this Agreement. Such request shall be submitted to the DSS on DSS approved forms (DSS 1164) which must be received before any payment is made. The forms should be accompanied by a list containing the following identifying information:
- a) Date of check;
 - b) Check number;
 - c) Payor (Obligor/Respondent);
 - d) Custodial parent name; and
 - e) Amount.

In no case shall a reimbursement be made for costs which are in violation of the terms of this Agreement, or which are ineligible for

FFP under applicable Federal regulations. The reimbursement request must be submitted to:

South Carolina Department of Social Services
Child Support Enforcement Division
Management Support Branch
Post Office Box 1469
Columbia, South Carolina 29202-1469

- 4) Incentive and unit cost payments will be made for the Family Court Section of the Clerk of Court Office to the County Treasurer with a copy to the Clerk of Court.

B. Method of Payment

Incentive reimbursement to the County will be made within sixty (60) days after the end of the month in which the collection was made by the County. Unit cost reimbursement will be made the month following receipt of the DSS approved billing form.

ARTICLE V - OPERATING PROCEDURES

1. Amendment

DSS and the County may, from time to time, propose changes to be made in the terms and conditions to be performed hereunder. Any changes are mutually agreed upon by and between the County and DSS shall be incorporated in written amendments to this Agreement.

2. Termination

- A. The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal and local monies for the funding of this effort and program and the continuing availability of state and local personnel as existing at the date of execution of this Agreement and shall terminate if

such funds or such personnel cease to be available. The determination as to the availability of adequate funding shall be within the sole discretion of DSS.

- B. This Agreement may be revoked or terminated on the last day of any calendar month when it is determined by DSS or the County that the other party has failed to comply with the conditions detailed herein.
 - C. If the DSS or the County decides to terminate this Agreement, notification will be made to the other party by deposit of certified mail at least sixty (60) days in advance of the termination date which will be the last day of a calendar month.
 - D. Should this Agreement be terminated, all incentives and unit cost earned and payable up to the date of termination for which the County is eligible under the terms of this Agreement shall be paid without prejudice to such payment because of termination of this Agreement.
3. Compliance with local, state and federal rules, regulations and laws.
- A. DSS and the County agree to comply with Title IV-D of the Social Security Act and its regulations as well as all applicable laws, ordinances, codes and regulations of the federal, state and local government in action taken in furtherance of this Agreement and further agree that any actions or promises made pursuant to this Agreement are limited thereby.
 - B. Operations pursuant to this Agreement are subject to audit and review by DSS and the U.S. Department of Health and Human Services (DHHS), or their duly authorized representatives and they shall have access to and the right to examine any pertinent documents, books, papers and records of the County which are sought to be examined or audited. The County's records, documents and papers pertaining to this contract shall

be retained for three (3) years after final payment under this contract. If any litigation, claims or audits or other action involving the records have been initiated prior to the expiration of three (3) year period, such records shall be retained until completion of the action and resolution of all issues. Upon completion of audits, DSS shall furnish the County with written notice containing the adjustments for each exception, and a statement of the amount disallowed for each exception. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to DSS in the full amount of the sum disallowed within thirty (30) days after receipt of notice. Notice will be sent to the County by certified mail.

- C. Audit disallowances shall be accepted as final unless appealed within thirty (30) days after mailing of notice of disallowances in accordance with DSS Appeals Regulations. Payments shall be made within thirty (30) days from the mailing of notice of disallowances regardless of the filing of an appeal. The provisions of this section shall apply to interim audits during the contract period and final audits after termination or expiration of this contract.
- D. In addition to financial audits, program compliance audits may be conducted by DSS and the federal DHHS. It is the responsibility of the County to develop and implement any necessary corrective action plans. Technical assistance as required will be provided by DSS.
- E. Any and all suits for the enforcement of the obligations of this contract or audit disallowances and all judicial review sought pursuant to 1-23-380, S.C. Code of Laws (1976) as amended, shall be instituted and maintained in any court of competent jurisdiction in the County of Richland State of South Carolina.

F. Reporting Requirements - The County shall provide such additional information as is required.

4. Integration

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to Article V, paragraph 1.

5. Employment and Project Personnel

In all hiring or employment made possible by or resulting from this Agreement there (1) will be no discrimination against any employee or applicant for employment because of age, race, color, religion, sex, disability or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and the employees are treated during employment, without regard to their age, race, color, religion, sex, disability or national origin and (3) ensure reasonable accommodations to the known physical or mental limitations of otherwise qualified employee or applicant with a disability.. These requirements shall apply to, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that qualified applicants will receive considerations for employment without regard to age, race, color, religion, sex, disability or national origin.

6. Safety Precaution

DSS assumes no responsibility with respect to accidents, illnesses, claims arising out of any work undertaken by employees of the County pursuant to this Agreement. The County is expected to take necessary steps to ensure and/or protect itself and its personnel from liability in connection with the aforementioned accidents, illnesses and claims. The County agrees to comply with all applicable local, state and federal occupational and safety acts, rules and regulations.

7. Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

ARTICLE VI - SAFEGUARDING AND CONFIDENTIALITY OF INFORMATION

The DSS will provide to court and law enforcement officials information necessary for the identification of putative or deserting parents, and the establishment of paternity and securing and enforcement of child support. In accordance with 45 CFR 303.21 and 45 CFR 303.70, the use or disclosure of such information is limited to purposes directly connected with child support enforcement.

In witness whereof, the DSS and the County do hereby agree to the terms and conditions of this Agreement as specified herein as of the first day of July 1993.

SOUTH CAROLINA DEPARTMENT OF
SOCIAL SERVICES

OCONEE COUNTY

By: *J. Samuel Griswold*
J. Samuel Griswold
Interim Commissioner

By: _____
Sallie C. Smith
Clerk of Court

By: _____
Norman Crain
County Chairman

Date: *May 11*, 1993

Date: _____, 1993

Julia A. West
Witness

Witness

Christine S. Robinson
Witness

Witness

In witness whereof, the DSS and the County do hereby agree to the terms and conditions of this Agreement as specified herein as of the first day of July 1993.

SOUTH CAROLINA DEPARTMENT OF
SOCIAL SERVICES

By: Sam Griswold
J. Samuel Griswold
Interim Commissioner

OCONEE COUNTY

By: _____
Sallie C. Smith
Clerk of Court

By: Norman C. Crain
Norman Crain
County Chairman

Date: May 11, 1993

Date: _____, 1993

Julia A. Westra
Witness

Christine S. Robinson
Witness

Witness

Witness



Lease Purchase Option
for Oconee County Law Enforcement Center

The following lease purchase amounts are calculated on financing total hardware and software costs, sales tax, and freight with the total amount financed being \$130,649.23. The figures are based on an annual interest rate of eight (8) percent for three (3), four (4), and five (5) year periods of time.

<u># of years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Lease Payment	\$4,094.06	\$3,189.52	\$2,649.09

The above prices do not include hardware and software maintenance charges. Those are as follows:

First Year

1. First three (3) months-----no charge
2. Remaining nine (9) months @ \$1,732.43 per month--\$15,591.87

Second Year

Twelve (12) months @ \$1,732.43 per month-----\$20,789.16

1st Year - Lease	\$49,128.72
Maintenance	15,591.87
	<hr/>
	\$64,720.59

2nd & 3rd Year - Lease	\$49,128.72
Maintenance	20,789.16
	<hr/>
	\$69,917.88

OCONEE COUNTY
LAW ENFORCEMENT CENTER PROPOSAL
JUNE 21, 1993

FIRST YEAR COSTS

LAW ENFORCEMENT

TOTAL HARDWARE AND SOFTWARE	\$52,939.55
FREIGHT	160.00
S.C. SALES TAX	2,787.23
9 MONTHS MAINTENANCE @704.17	6,337.53

TOTAL FIRST YEAR COST	\$62,224.31

COMMUNICATIONS OFFICE

TOTAL HARDWARE AND SOFTWARE	\$16,177.40
FREIGHT	80.00
S.C. SALES TAX	898.20
9 MONTHS MAINTENANCE @198.50	1,786.50

TOTAL FIRST YEAR COST	\$18,942.10

DETENTION CENTER

TOTAL HARDWARE AND SOFTWARE	\$16,693.63
FREIGHT	80.00
S.C. SALES TAX	885.68
9 MONTHS MAINTENANCE @239.84	2,158.56

TOTAL FIRST YEAR COST	\$19,817.87

MAGISTRATE OFFICE

TOTAL HARDWARE AND SOFTWARE	\$29,096.57
FREIGHT	150.00
S.C. SALES TAX	1,531.33
9 MONTHS MAINTENANCE @389.00	3,501.00

TOTAL FIRST YEAR COST	\$34,278.90

SENECA MAGISTRATE

TOTAL HARDWARE AND SOFTWARE	\$ 8,652.39
FREIGHT	40.00
S.C. SALES TAX	477.25
9 MONTHS MAINTENANCE @200.92	1,808.28

TOTAL FIRST YEAR COST	\$10,977.92

GRAND TOTAL FIRST YEAR-ALL SYSTEMS \$146,241.10

SECOND YEAR COSTS

MAINTENANCE-12 MONTHS @51,732.43	\$20,789.16
S.C. SALES TAX	467.51

TOTAL SECOND YEAR COST	\$21,256.67



PROPOSAL FOR
OCONEE COUNTY LAW ENFORCEMENT CENTER

FROM
SMITH DATA PROCESSING
JANUARY 29, 1993
PROPOSAL BY: BURT LANCASTER

PROPOSAL FOR A SDP LAW ENFORCEMENT SYSTEM

01/29/93

PREPARED BY: BURT LANCASTER

OCONEE COUNTY SHERIFF'S DEPT.
WALHALLA, S.C.

*9 workstations
mono - 3130
9 pin printers - 3503.90*

E X H I B I T A

HARDWARE AND SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAIN
1	A768525G0M	R/F PS/2 MOD 25 CLR	706.80	706.80	15.00
7	B256384M50	M50 212MB 486 SLC/33	1,883.20	13,182.40	147.00
1	B5595770NF	M 77 400M 486SLC/66M <i>HOST</i>	4,217.40	4,217.40	28.00
7	C108512001	PS/2 14" CLR & STAND	345.60	2,419.20	45.50
1	C9515001	PS/2 14" COLOR SVGA <i>DRUG</i>	646.80	646.80	6.50
1	D05T16F113	TR ADAPTER/A 16/4	660.00	660.00	3.50
8	D10T25F736	TR ADAPTER 16/4	550.00	4,400.00	28.00
1	D15T609101	TR MULTISTATION AU	576.40	576.40	3.50
9	D20T633909	TR ADAPTER CABLE	24.20	217.80	4.50
	E15M7500	PS/2 MTN 500 MEG EXT <i>TAPE</i>	2,744.50	2,744.50	24.00
	E50403712	DATA CARTRIDGE DC-62	39.50	316.00	.00
4	F20ML391P	OKI 391P PRT 270 CPS	742.95	2,971.80	88.00
1	K05INSTALL	INSTALLATION <i>HIGH</i>	1,800.00	1,800.00	.00
TOTAL HARDWARE COST				34,859.10	393.50
1	LAW1	INCIDENT REPORTING/C	8,000.00	8,000.00	113.33
1	LAW3	X TRAINING RECORDS	3,000.00	3,000.00	42.50
1	LAW4	WARRANT TRACKING	3,000.00	3,000.00	56.67
1	LAW5	X LEGAL PAPERS	3,000.00	3,000.00	56.67
1	LAW8	PAWN TICKETS <i>NOT YET</i>	3,000.00	3,000.00	42.50
TOTAL SOFTWARE COST				20,000.00	311.67
TOTAL HARDWARE AND SOFTWARE COST ...				54,859.10	705.17

THE ABOVE PRICES DO NOT INCLUDE FREIGHT
AND SALES TAX.

PROPOSAL TO UPGRADE HARDWARE FOR COMMUNICATIONS OFFICE 01/29/93

PREPARED BY: BURT LANCASTER

OCONEE COUNTY DISPATCH OFFICE
WALHALLA, S.C.

*No software commission
D^{or} Webster software
from money to IBM
No workstations
3 tape backup
do on diskettes*

E X H I B I T A

HARDWARE AND SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAIN
1	A768525G0M	R/F PS/2 MOD 25 CLR	706.80	706.80	15.00
1	B256384M50	M50 212MB 486 SLC/33	1,883.20	1,883.20	21.00
1	B5595770NF	M 77 400M 486SLC/66M	4,217.40	4,217.40	28.00
2	C108512001	PS/2 14"CLR & STAND	345.60	691.20	13.00
1	D05T16F113	TR ADAPTER/A 16/4	660.00	660.00	3.50
2	D10T25F736	TR ADAPTER 16/4	550.00	1,100.00	7.00
1	D15T609101	TR MULTISTATION AU	576.40	576.40	3.50
1	D20T633909	TR ADAPTER CABLE	24.20	24.20	.50
1	F20ML391P	OKI 391P PRT 270 CPS	742.95	742.95	22.00
	K05INSTALL	INSTALLATION	600.00	600.00	.00
TOTAL HARDWARE COST				11,202.15	113.50
TOTAL HARDWARE AND SOFTWARE COST ...				11,202.15	113.50

THE ABOVE PRICES DO NOT INCLUDE FREIGHT
AND SALES TAX.

PROPOSAL FOR A SDP JAIL SYSTEM

01/29/93

PREPARED BY: BURT LANCASTER

OCONEE COUNTY DETENTION CENTER
WALHALLA, S.C.

*4 workstations
use 2 printers then done*

E X H I B I T A

HARDWARE AND SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAIN
2	A768525G0M	R/F PS/2 MOD 25 CLR	706.80	1,413.60	30.00
1	B106384C20	C20 80MB 386SLC/25MH	933.90	933.90	15.00
1	B3095570BA	M 57 212M 486SLC/25M	2,610.30	2,610.30	21.00
2	C108512001	PS/2 14"CLR & STAND	345.60	691.20	13.00
1	D05T16F113	TR ADAPTER/A 16/4	660.00	660.00	3.50
3	D10T25F736	TR ADAPTER 16/4	550.00	1,650.00	10.50
1	D15T609101	TR MULTISTATION AU	576.40	576.40	3.50
4	D20T633909	TR ADAPTER CABLE	24.20	96.80	2.00
1	E10M8000I	PS/2 MTN 160 MEG INT <i>TAP</i>	669.90	669.90	7.00
1	E30403725	DATA CARTRIDGE DC-21	31.99	255.92	.00
1	F10ML321P	OKI 321P PRT 300 CPS	563.94	563.94	20.00
1	K05INSTALL	INSTALLATION	900.00	900.00	.00
TOTAL HARDWARE COST				11,021.96	125.50
1	LAW2	JAIL BOOKING	3,000.00	3,000.00	56.67
1	LAW4	X JAIL MAINTENANCE	4,000.00	4,000.00	56.67
TOTAL SOFTWARE COST.....				7,000.00	113.34
TOTAL HARDWARE AND SOFTWARE COST ...				18,021.96	238.84

THE ABOVE PRICES DO NOT INCLUDE FREIGHT
& SALES TAX.

PROPOSAL FOR A SDP MAGISTRATE SYSTEM

01/29/93

PREPARED BY: BURT LANCASTER

OCONEE COUNTY MAGISTRATE
WALHALLA OFFICE
WALHALLA, S.C.

*5 workstations
2 hard disc
2 without
Re-use laser printer*

E X H I B I T A

HARDWARE AND SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAIN
2	A768525G0M	R/F PS/2 MOD 25 CLR	706.80	1,413.60	30.00
2	B206384F40	F40 170MB 486 SLC/25	1,524.60	3,049.20	36.00
1	B5595770NF	M 77 400M 486SLC/66M	4,217.40	4,217.40	28.00
3	C108512001	PS/2 14"CLR & STAND	345.60	1,036.80	19.50
1	D05T16F113	TR ADAPTER/A 16/4	660.00	660.00	3.50
4	D10T25F736	TR ADAPTER 16/4	550.00	2,200.00	14.00
1	D15T609101	TR MULTISTATION AU	576.40	576.40	3.50
5	D20T633909	TR ADAPTER CABLE	24.20	121.00	2.50
	E15M7500	PS/2 MTN 500 MEG EXT <i>TAPE</i>	2,744.50	2,744.50	24.00
	E50403712	DATA CARTRIDGE DC-62	39.50	316.00	.00
3	F10ML321P	OKI 321P PRT 300 CPS <i>open</i>	563.94	1,691.82	60.00
1	K05INSTALL	INSTALLATION	1,000.00	1,000.00	.00
TOTAL HARDWARE COST				19,026.72	221.00
1	COC3	JURY SELECTION AND <i>NOTIFY</i>	5,000.00	5,000.00	70.83
1	MAG1	MAGISTRATE	7,000.00	7,000.00	99.17
TOTAL SOFTWARE COST.....				12,000.00	170.00
TOTAL HARDWARE AND SOFTWARE COST ...				31,026.72	391.00

THE ABOVE PRICES DO NOT INCLUDE FREIGHT
AND SALES TAX.

PROPOSAL FOR A SDP MAGISTRATE SYSTEM

01/29/93

PREPARED BY: BURT LANCASTER

OCONEE COUNTY MAGISTRATE
 SENECA OFFICE
 SENECA, S.C.

*2 workstations
stand alone*

E X H I B I T A

HARDWARE AND SOFTWARE COSTS

QTY	MODEL	DESCRIPTION	PRICE	EXTENDED	MTHLY MAIN
1	A358557059	PS/2 MOD 57 160 MEG	1,694.00	1,694.00	37.00
1	A768525G0M	R/F PS/2 MOD 25 CLR	706.80	706.80	15.00
1	C108512001	PS/2 14"CLR & STAND	345.60	345.60	6.50
1	D306451013	DUAL ASYNC ADAPTER	170.50	170.50	1.25
1	E10M8000I	PS/2 MTN 160 MEG INT	669.90	669.90	7.00
8	E30403725	DATA CARTRIDGE DC-21	31.99	255.92	.00
1	F05ML320P	OKI 320P PRT 300 CPS	404.82	404.82	16.00
1	F10ML321P	OKI 321P PRT 300 CPS	563.94	563.94	20.00
	K05INSTALL	INSTALLATION	350.00	350.00	.00
TOTAL HARDWARE COST				5,161.48	102.75
1	MAG2	REMOTE MAGISTRATE	3,500.00	3,500.00	99.17
TOTAL SOFTWARE COST.....				3,500.00	99.17
TOTAL HARDWARE AND SOFTWARE COST ...				8,661.48	201.92

THE ABOVE PRICES DO NOT INCLUDE FREIGHT
 OR SALES TAX.

OCONEE COUNTY
 LAW ENFORCEMENT CENTER PROPOSAL
 JANUARY 29, 1992

FIRST YEAR COSTS

LAW ENFORCEMENT

TOTAL HARDWARE AND SOFTWARE	\$54,859.10
FREIGHT	160.00
S.C. SALES TAX	2,883.21
9 MONTHS MAINTENANCE @705.17	6,346.53
	=====
TOTAL FIRST YEAR COST	\$64,248.84

COMMUNICATIONS OFFICE

TOTAL HARDWARE AND SOFTWARE	\$11,202.15
FREIGHT	80.00
S.C. SALES TAX	560.11
9 MONTHS MAINTENANCE @113.50	1,021.50
	=====
TOTAL FIRST YEAR COST	\$12,863.76

DETENTION CENTER

TOTAL HARDWARE AND SOFTWARE	\$18,021.96
FREIGHT	80.00
S.C. SALES TAX	952.10
9 MONTHS MAINTENANCE @238.84	2,149.56
	=====
TOTAL FIRST YEAR COST	\$21,203.62

MAGISTRATE OFFICE

TOTAL HARDWARE AND SOFTWARE	\$31,026.72
FREIGHT	150.00
S.C. SALES TAX	1,627.84
9 MONTHS MAINTENANCE @391.00	3,519.00
	=====
TOTAL FIRST YEAR COST	\$36,323.56

SENECA MAGISTRATE

TOTAL HARDWARE AND SOFTWARE	\$ 8,661.48
FREIGHT	40.00
S.C. SALES TAX	477.70
9 MONTHS MAINTENANCE @201.92	1,817.28
	=====
TOTAL FIRST YEAR COST	\$10,996.46

 GRAND TOTAL FIRST YEAR-ALL SYSTEMS \$145,636.24

SECOND YEAR COSTS

MAINTENANCE-12 MONTHS @\$1650.43	\$19,805.16
S.C. SALES TAX	416.51
	=====
TOTAL SECOND YEAR COST	\$20,221.67

Oconee County Law Enforcement Center
SDP PS/2 Proposal
January 29, 1993

Terms

Please have the authorized person sign one copy and return it to Smith Data Processing.

A hardware maintenance agreement should be entered into which is payable 90 (ninety) days after installation and monthly thereafter.

A software maintenance agreement should be entered into which is payable 90 (ninety) days after installation and monthly thereafter.

PRICES IN QUOTE ARE VALID FOR THIRTY (30) DAYS.

J.M. SMITH CORPORATION
d/b/a SMITH DATA PROCESSING

BY: Burt E. Lancaster BY: _____
Burt E. Lancaster
ITS: Marketing Representative ITS: _____
DATE: 1/29/92 DATE: _____



**smith
data processing**

p.o. box 6052
spartanburg, s.c. 29304

(803) 578-9455

Ms. Marianne Dillard
Purchasing Director
Oconee County
208 Booker Drive
Walhalla, S.C. 29691

June 11, 1993

Dear Marianne,

As we have discussed, there have been some developments recently in our exchange of ideas for a computer system for the Oconee County Law Enforcement Center. These are some things that we have pondered in our research, and feel at this point that it is extremely important to clarify some of these issues.

The major area that has drawn our attention is that of the Computer Aided Dispatch (CAD) system currently operating on the Unisys system for Oconee County. We had originally discussed this system and found that the Communications department was satisfied with the program they had with Bob Webster. I had discussed with Mr. Webster the possibility of running this system in a networking environment on PC's, but never received a definite commitment on his part to do so.

Upon further discussions with the Oconee County Sheriff's Department, it was related to me that one of the major benefits they hoped to receive from a new computer system was the ability to have one company handle all aspects of the system. During this conversation the suggestion was made that Smith Data Processing might write a CAD system to be compatible with the other systems we were proposing. This would enable us to follow a case from it's beginning in dispatch, through the records division, all the way to the jail with a smooth flow of data entry .

It was related to you and Steve Pruitt that I would need to discuss this with my superiors to determine the ability and time table to do such a program. I have completed these conversations and would like to issue a response to this request. After discussions with Tom McLeod, the Governmental Manager, we have determined that we can accomplish the development of such a program with input from the Oconee County Sheriffs Department.



Since the Communications Department is relatively satisfied with the current program in operation, we decided that this would be the best place to start. I met with Steve Pruitt and the Communications Department on June 2, to begin to research this project and to gather information about the specific needs and wants this department experiences. We feel that we are in a position now to move forward with this project, just as soon as we receive approval from Oconee County. We estimate that it will take approximately two months to complete the CAD project, therefore, if we start around the first of July, it should be complete late August to mid September.

The thing that has come as a pleasant surprise during all of these negotiations is the price of the CAD software system. It appears that because of the length of time that has passed since I issued original proposals to Oconee County, that prices on hardware have decreased. Because of the decreases in hardware prices, we feel that we will be able to cover the cost of the CAD software program as well as the conversion of the data from the Unisys system to the SDP system at no additional charge to Oconee County.

We had discussed earlier the total purchase price of all software, hardware, training, etc. would run \$130,782.37. We had then broken that down into a three (3) year lease purchase, with payments to total \$49,178.88 annually. With the addition of the CAD software system and the conversion of the data, this cost will remain exactly the same. As I stated earlier, it is possible for us to add these two services at no additional charge because of hardware price decreases.

I hope this will help to clarify any questions you may have about the computer aided dispatch system and any additional costs to be incurred by Oconee County. It is a pleasure to have the opportunity to serve Oconee County in the many capacities which we already serve them. We would certainly welcome the opportunity to provide the same service to the Oconee County Law Enforcement Center. I appreciate the time and effort that you and the employees of Oconee County have put into this project and hope to play a part in making it become a reality.

If you have any questions regarding this letter or I may be of service to you in any way, please feel free to contact me. I am more than willing to help you in any way I possibly can. I look forward to hearing from you soon.

Sincerely,

Burt Lancaster
Burt E. Lancaster
Marketing Representative



smith
data processing

p.o. box 6052
spartanburg, s.c. 29304

(803) 578-9455

Ms. Marianne Dillard
Purchasing Director
Oconee County
208 Booker Drive
Walhalla, S.C. 29691

June 11, 1993

Dear Marianne,

Please find attached an implementation schedule regarding the computer system proposed, by Smith Data Processing, for the Oconee County Law Enforcement Center. I have, to the best of my ability, given you a reasonable time frame on the installation and implementation of this system. You will find that I have outlined certain days for the various aspects involved in the implementation of this system. These days are not specifically set, but merely set as guidelines to the order of their occurrence.

If you have any questions regarding this implementation schedule or I may be of assistance to you in any way, please feel free to contact me. I appreciate the hard work of you and the other staff members of Oconee County on this project and look forward to the opportunity of making it's existence a reality. I will look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script that reads "Burt Lancaster". The signature is written in dark ink and is positioned above the typed name.

Burt E. Lancaster
Marketing Representative



Implementation Schedule

for the Oconee County Law Enforcement Center

The following implementation schedule is based on a July 7, 1993 authorization date of the contract proposed by Smith Data Processing:

July 7-Authorization-The following dates are based on Oconee County authorizing Smith Data to proceed with the contract on or around July 7.

July 13-Site Survey-A site survey will be conducted by Smith Data Processing's installation crew and Oconee County employees to determine the exact placement of all equipment. Additionally, the method of installing cables in the most inconspicuous manner possible will be determined by the crew on this date. After this meeting, it should be clear in the minds of Oconee County and Smith Data exactly where all equipment will be located and also, where and how all wiring will be installed.

July 14-Training/Implementation Planning-Smith Data Processing's Training Coordinator will meet with all department heads and employees as a single group to determine the best method of implementing the new system and the order of training. After meeting with this group, the Training Coordinator will meet with each of these department's on an individual basis to define the exact function of all software related to the department and to answer any questions the department may have. Additionally, the programmer responsible for converting the data from your current system to the SDP system will be on hand to look at screens on the Unisys system and gather the information he will need to convert the data properly. This meeting will serve as a great opportunity for the employees of Oconee County and Smith Data to become acquainted with one another, to define the goals of the Law Enforcement Center, and to determine the best way to reach those goals.

July 19-Hardware Installation-The installation of all hardware components will begin on this day and probably continue through July 23. The installation will consist of three phases; (1) phase one will be the pulling of all cables needed for the communication of data, (2) phase two will consist of the actual link-up of all communication devices, and (3) phase three will be the actual placement of all computers and printers, as well as the testing of all portions of the network to make sure it is functioning properly. I am allowing an entire week for the installation of all the hardware involved. It may not take quite this long, but the one week time span gives us a little leeway to work with to make sure the job is done properly and not rushed.

July 26-Software Training-The training of employees on the various functions of the software will begin this week. The order of training will have been determined during the meeting on July 14 and this training order will be followed throughout, unless it is determined by SDP and Oconee County that some modifications need to be made. The training process on a major project, such as this, will be a long process and it will not happen overnight. It is hard at this point to determine the exact order of training or exactly how long training will take. There are too many intangibles out there to make these determinations. I will say, however, that no matter how long it takes or what it requires, Smith Data will assure Oconee County that it's employees will be trained thoroughly on all applications.

Conversion Schedule-Since every conversion is different, we cannot give an exact date of complete conversion from the Unisys system to the SDP system. Based on past experiences, however, I would estimate that it would take approximately one month to get all data converted and checked out to be sure everything converted properly. In the meantime, the data that we would work with during training would be actual live data. This would allow us to merge the converted data from the Unisys system and the live data to form a complete data base of old records and current records.

CAD/Pawn Tickets-These two modules, which were quoted in the proposal, are to be customized for Oconee County. CAD would take first priority as it is already operational on the Unisys system. I have already researched this system and discussed it with the supervisors in our organization and we are ready to move on this as soon as we receive word from Oconee County. The Pawn Tickets module would be written after the CAD system is finished and operating to the standards set by Oconee County. This module takes second priority, as it is not currently automated. The CAD system would continue to operate on the Unisys system, until the software is finished and ready to become operational. This would be handled in as timely a manner as possible without sacrificing any quality.

General Overview-The above dates come as a recommended time frame of installation from Smith Data. If there are dates that conflict with your schedules or other unforeseen circumstances arise, the dates may be altered as needed by Oconee County or Smith Data. Working from this time schedule, we would have all hardware and software installed by the end of July. Furthermore, training on the all software systems and input of live data will have begun by the end of July. By the end of August, we should have the Unisys data converted and merged with the live data keyed in since July to form a complete data base. I realize that because of the maintenance contract expiring July 1 on your current Unisys system, we must move as quickly as we possibly can to get the system installed and up and running. We will strive toward that goal with an all out effort from everyone in our organization.

Handwritten notes:
All
FSS
2 printers @ 675 ea.

Marianne A. Dillard, Purchasing Agent
Oconee County Purchasing Dept.
Walhalla, S.C. 29691

Dear Marianne,

We contacted UNISYS and the upgrade will not affect the CAD system. I have however included the costs to convert the court system to the latest version.

The following is a final analysis of the costs for the proposed system upgrade as we discussed.

One Time Charges

Hardware Purchases: LEDS	\$ 42,934.00	<i>inc. 2 printers @ 675 ea.</i>
Software Purchases: LEDS	\$ 16,635.00	
Convert Court System to new Version: from UNISYS Charles Bellamy	\$ 2,880.00	<i>3840</i>
Total One Time Costs: includes training/installation	\$ 62,449.00	<i>63,409.00 *</i>

Recurring Costs:

Annual Software Support: LEDS	\$ 2,435.00	} <i>17,520/yr.</i>
Annual On-site Hardware Maintenance: LEDS covers all new and existing H/W	\$ 11,006.00	
<i>Annual CAD support Magistrate Software Support</i>	<i>1,200.00 ± 2,880.00</i>	

Support fees paid to Webster and for court software remain the same and are not included in the breakdown.

Thank you,
Rick DeLoach
LEDS

** Does not include Conversion of
Unisys data. \$2,000-5,000 est.
(70/hr)*

April, 21, 1993

Oconee County Purchasing
Marianne A. Dillard
Mail Room
Walhalla, SC 29691

Dear Ms Dillard:

Attached please find a proposal based on discussions with the following departments: Court, Jail, and Sheriff.

On page 2 through 6 you will find detail cost for the requested software, hardware and maintenance.

Page 7, is a summary containing one time cost for hardware, software and annual maintenance cost.

If you have any questions, please don't hesitate to contact me at your earliest convenience.

Sincerely,

John L. Paulsen
John L. Paulsen

Law Enforcement Data Systems, Inc.

cc: Judge Medford
Under Sheriff Steve Pruitt
Director Bob Bush
File

*There is list price
* 15% discount applied
56 5205 Triplus disc
storage space - +
allows for upgrade -
much faster*

LEDS

LEDS Hardware - Maintenance

ITEM	DESCRIPTION	Per Month	Per Year	# units	LEDS Cost
1	SG 5205 486/33MHZ w/525MB Disk	105	1260	1	1260
	1.3GB TAPE	30	360	1	360
	14in VGA Color Monitor	0	0	1	0
	Keyboard	0	0	1	0
2	B28-LCW CPU w/1MB Memory	13	156	2	312
	Keyboard	0	0	2	0
	12in Monitor	0	0	2	0
3	B28-EXP CPU w/2MB Memory	16	192	1	192
	Keyboard	0	0	1	0
	12in Monitor	0	0	1	0
	Power supply	0	0	1	0
4	B28-WS1 CPU w/2MB Memory	16	192	11	2112
	Keyboard	0	0		0
	12in Monitor	0	0		0
	Power supply	0	0		0
5	Dual Floppy Disk	18	216	1	216
6	20MB Disk w/Floppy	39	468	1	468
7	140MB SCSI Disk	80	960	1	960
8	150MB SCSI Tape	15	180	1	180
9	136 Col 270CPS Printer	15	180	6	1080

LEDS Software - Maintenance

10	BTOS Operating System	52	624	1	624
11	OFIS Writer	8	96	1	96
12	ISAM	4	48	1	48
13	MULTIPLAN	4	48	1	48
14	Context Manager	6	72	1	72

LEDS Hardware Maintenance Total	421	5052		8028
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System Required Purchases

ITEM DESCRIPTION		COST
1 SG 5205 486/33MHZ w/525MB Disk	14995	
1.3GB TAPE	3995	
14in VGA Color Monitor	695	
Keyboard	<u>185</u>	
		\$19,870
2 Remote Support	795	
3 CTOS II/III	1145	
4 ISAM	400	
5 CONTEXT MANAGER	<u>999</u>	
		<u>\$ 3,339</u>

Required Additional Equipment \$23,209 ✓H

Item 3, 4 and 5 may be upgraded at no charge under your current UNISYS agreement

Surca

Court Requested Purchases

ITEM DESCRIPTION	COST	ANNUAL SUPPORT
1 SG-3000 486 CPU 25mhz w/105MB Disk	1,995	
Keyboard	145	
12in VGA Monitor	<u>259</u>	
Cluster Workstation	\$ 2,399	
2 SG-3000 486 CPU 25mhz w/105MB Disk	1,995	
Keyboard	145	
12in VGA Monitor	<u>259</u>	
Cluster Workstation	2,399	
3 MB25-MS9 240MB Disk	2,495	
4 136 Col Printer	460	
5 CTOS II/III Software	1,190	
6 Installation	<u>250</u>	
Court Total	\$ 9,193 <i>VH</i>	\$1,338

*I will lead purchase at Surca for
data conversion*

ITEM DESCRIPTION	COST	ANNUAL SUPPORT
1 SG-3000 486 CPU 25mhz w/105MB Disk Keyboard 12in VGA Monitor	1,995 145 <u>259</u>	
Cluster Workstation	\$ 2,399	
2 SG-3000 486 CPU 25mhz w/105MB Disk Keyboard 12in VGA Monitor	1,995 145 <u>259</u>	
Cluster Workstation	2,399	
3 SG-3000 486 CPU 25mhz w/105MB Disk Keyboard 12in VGA Monitor	1,995 145 <u>259</u>	
Cluster Workstation	2,399	
4 CTOS II/III Software	1,685	
5 Installation	<u>250</u>	
Software Cost	9,132 ✓ H	1,340

2-Printers *
\$460
\$150/unit/year

LEDS Application Software

1 Wants and Warrants	500	75
2 Records Information Management	5000	750
3 Criminal Histories	500	75
4 Uniform Crime Reporting - South Carolina	1000	150
5 Pawn Shop	500	75
6 Personnel	1000	150
7 Civil Processing	1000	150
8 Narcotics	1500	225
9 Report Writer	1500	225
10 Mandatory 8hr training per year		560
11 Training		
12 Installation	<u>3885</u> 250	
Software Cost	16,635 S	2,435

estimate \$60/hr training

LEDS Application Software - Optional

1 Case Investigative Activity	500	75
2 Field Interview	500	75

SYSTEM SUMMARY

Page 6

System

LEDS Hardware Maintenance Total	\$ 8,028
Required Additional Equipment Total	<u>23,209</u>
Total	\$31,327

NOTE:

Current UNISYS Maintenance Expenses	\$13,261.44
LEDS Maintenance Total	<u><8,028.00></u>
Savings per year	\$ 5,233.44

Example - First year expenditure:

Total	\$31,327.00
Current UNISYS Maintenance Expenses	<13,261.44>
LESS GSA Discount (15%)	< 4,699.05>
First year expenditure	<u>\$13,366.51</u>
Net First Year Expense	\$ 105.06

Additional 3 years expenditure:

LEDS Maintenance Total	\$ 8,028.00
	<u>5,000.00</u>
	\$13,028.00

Net 2nd, 3rd and 4th Year Savings \$ <233.00>

The remaining \$13,366.51 can be financed over 3 years for approximately \$5,000 a year

Net 5th Year Savings \$ <\$ 5,233.44>

LEDS

SYSTEM SUMMARY

System Purchases

Hardware Cost	5,339
Annual Support	8,028

System Total	\$13,367
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Court Requested Purchases

Hardware Cost	9,193
Annual Support	1,338

Court Total	\$10,531
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Sheriff Requested Purchases

Hardware Cost	9,132
Software Cost	16,635
Annual Support	3,775

Sheriff Total	\$29,542
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Oconee County Total Cost	\$53,440
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GSA Contracts (discounts) will apply at time of order.

Installation, expenses and additional services maybe additional at time of processing.

Items and pricing information are for planning and estimating purposes only and are subject to change without notice.

JUNE 22, 1993

LINE ITEM CHANGES IN THE 1993-1994 BUDGET

DESCRIPTION	06/15/93	CHANGES	06/22/93
REVENUES			
LOCAL & GENERAL FUND			
800 TAXES			
10-080-00800-10200 CURRENT TAX	9,562,800.	+ 608,400.	10,171,200
10-080-00800-10220 CAR TAX	1,035,250.	+ 39,975.	1,075,225
800 TAXES BOND			
10-080-00804-10200 CURRENT TAX	1,950,000.	- 608,400.	1,341,600
10-080-00804-10220 CAR TAX	159,900.	- 39,975.	119,925
800 OTHER LOCAL REVENUES			
10-080-00805-09999 BAL CARRY FWD	742,822.	+ 6,242.	749,064
TOTAL REVENUE LOCAL & GENERAL FUND	18,075,008.	+ 6,242.	18,081,250
EXPENDITURES			
LOCAL & GENERAL FUND			
RURAL FIRE			
10-005-00150-05881 CAP EXP F/D D/WAY	4,000.	+ 4,000.	8,000
ARTS AND HISTORICAL			
10-006-00150-00850 CAP EXP BUILDING	2,100.	+ 1,177.	3,277
10-006-00150-62510 PERFORM GROUP MATCH	5,000.	+ 1,065.	6,065
TOTAL EXPENSE LOCAL & GENERAL FUND	18,075,008.	+ 6,242.	18,081,250

FISCAL YEAR 1993-1994

SECTION 17.

"APPENDIX A", of this Ordinance contains the per item breakdown of the budget for each office or activity funded herein, and shall be incorporated herein and made a part of this Ordinance and have the full force and effect of law. Any recipient of County funds who is not a part of the County government shall furnish an itemized statement of monies expended by such recipient from the appropriation to such recipient not later than thirty (30) days following the end of the fiscal year for which such appropriation is made.

SECTION 18.

ALL long distance calls made on telephones owned by Oconee County and payable by Oconee County will be logged on a form provided by the Oconee County Council, signed by the department head and submitted to the Supervisor's Office on a monthly basis. Recognizing that occasionally it is necessary for a County Official to make a long distance personal phone call on a county phone, such phone call must be logged, initialed and noted "personal". The County Official must submit a receipt from the Oconee County Treasurer's Office to Accounts Payable when the bill is submitted for payment.

SECTION 19.

CLOTHING furnished by Oconee County to prisoners assigned to the Oconee County Law Enforcement Center shall be distinctly marked as determined by the Oconee County Law Enforcement Committee and the Oconee County Law Enforcement Director provided however, the marked clothing shall be other than the prisoner's shirt. Prisoners working outside the Law Enforcement Center shall wear clothing furnished by Oconee County.

SECTION 20.

Oconee County Ordinance 90-7, commonly referred to as the Oconee County Codes Ordinance, adopted on third and final reading on July 03, 1990 to become effective on July 01, 1991 is hereby amended to read:

"Section 4.5" Effective Date

This Ordinance shall become effective upon funding by County Council.

SECTION 21.

SALARY steps and the salary ranges for each position as established by Sections 21 & 22 of Oconee County Ordinance 91-5 and amended by Ordinance 92-2, are hereby amended to provide for an

FISCAL YEAR 1993-1994

SECTION 21, CONTINUED

increase of three percent (3%) across the board as a cost of living adjustment as reflected by the current Oconee County Annual Salary Schedule attached hereto and incorporated and adopted herein by this reference and identified as Exhibit "A". This amendment shall become effective on July 1, 1993.

SECTION 22.

THE job descriptions as well as the classification and compensation plan as prepared by the South Carolina Appalachian Council of Governments and amended and approved by the Oconee County Council in session duly assembled and set forth in the "Oconee County Classification Listing" containing proposed job classifications, titles, pay grades and salary ranges are hereby adopted and made a part of this Ordinance as if restated verbatim, PROVIDED HOWEVER, that job descriptions, classifications and compensation for specific positions maybe amended or revised by a majority vote of the Oconee County Council for good cause shown in accordance with existing policies and procedures.

SECTION 23.

ON July 1, 1993, a one-time longevity salary adjustment shall be given to those employees whose pay grade has been changed upward by enactment of this ordinance AND who have been employed in their current position for a minimum of three (3) years prior to July 1, 1993 as follows:

Less than three (3) years of service - No step increase.

Three (3) years of service or more - One (1) step increase within the same pay grade.

EXAMPLE: (1) On July 1, 1993, an employee in pay grade three (3) who has less than three (3) years of service in his/her current position and is currently at Step "A" (\$13,018) will not be advanced to step "B".

EXAMPLE: (2) On July 1, 1993, and employee in pay grade three (3) who has three (3) years or more of service in his/her current position and is currently at step "A" (\$13,018) will be advanced to step "B" (\$13,395).

FISCAL YEAR 1993-1994

SECTION 24.

OCONEE County Ordinance 84-9, commonly referred to and entitled "Employee Classification & Compensation Schedule" as most recently amended by Oconee County Ordinance 92-2 is hereby amended to read as follows:

"SECTION 3.3" - Salary Increases

(b) Longevity Increases/ There shall be thirteen (13) regular pay steps for each pay grade which shall be designated as steps "A" - "M". After completion of one (1) year of service at a pay grade step of the class to which the position has been assigned, and upon receipt of a favorable job evaluation, an employee shall become eligible for consideration for a longevity advancement to the next higher pay step as set forth in the Oconee County Annual Salary Schedule dated July 1, 1993 and attached hereto and adopted and incorporated herein by this reference and identified as Exhibit "B". This amendment shall become effective on July 1, 1994. The remaining provisions of Oconee County Ordinance 84-9, as amended, shall remain in full force and effect.

SECTION 25.

AS established by Section 23 of Ordinance 88-5; the following holidays with pay shall be observed by the County:

NEW YEARS DAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
GENERAL ELECTION DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY
DAY AFTER CHRISTMAS

FISCAL YEAR 1993-1994

SECTION 26.

SALARY line item transfers may be made within a departmental budget administratively upon recommendation of the Department Head/Elected Official and approval of the County Supervisor for the purpose of providing for: (1) temporary employment to replace an employee on leave as per Ordinance 80-2, "Oconee Personnel Policy and Procedures Manual" (2) vacation compensation due by reason of retirement or resignation in good standing (an employee voluntarily resigning and giving a two weeks notice and having no current written disciplinary on file) and/or (3) provide for a new employee starting at a pay step above entry level as per Ordinance 84-9, as amended by Ordinance 91-5, "Employee Classification & Compensation Schedule" which rescinds the 1980 Ordinance and further amended by Section 21 of Ordinance 92-2, "The 1992-93 Oconee County Budget Ordinance".

APPROVED AND ADOPTED ON FIRST READING, THIS 8TH DAY
OF JUNE 1993.

APPROVED AND ADOPTED ON SECOND READING, THIS 15TH DAY
OF JUNE 1993.

APPROVED AND ADOPTED ON THIRD READING, THIS 22ND DAY
OF JUNE 1993.

ATTEST:

Opal O. Green

CLERK, OCONEE COUNTY COUNCIL

Oconee County Rock Quarry

686 Rock Crusher Road
Walhalla, SC 29691

(803) 638-4214

Thomas S. Crumpton
Director

Martha Presswood
Adm. Assistant

June 22, 1993

Mr. Norman Crain, Chairman
Oconee County Council
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Chairman and Council:

On May 19, 1993 I sent a requisition in for \$4,500.00 for Electric Sales and Service to do electrical work on the Crushing Plant.

As work preceeded on the plant and wires in old conduit was pulled, wires to three motors were bad.

In order for these motors to operate all this wiring had to be replaced and the motors had to be rewired.

Not realizing this in advance, the amount of the cost of wiring and electrical work exceeded the requisition by \$1,964.48.

I have this in 017-054-00150-00024 Maintenance of Equipment, and am asking that this amount be paid.

sincerely,



Thomas S. Crumpton, Jr.

TSC/mp

Oconee County Rock Quarry

686 Rock Crusher Road
Walhalla, SC 29691

(803) 638-4214

Thomas S. Crumpton
Director

Martha Presswood
Adm. Assistant

June 23, 1993

Marianne Dillard
Purchasing Agent
201 West Main Street
Walhalla, SC 29691

Dear Ms. Dillard:

In reference to PO# 28564 to Electric Sales and Service for \$4,500.00, while Mr. Johnson was at the Crusher wiring for the new cone crusher, we found some additional wires that needed to be replaced.

At that time I didn't think about it going over the \$5,000.00 limit and we proceeded with the repairs.

I realize I should have stopped and notified your office of this situation at that time, but forgot to.

I know this is an inconvenience, and will do my best to stay within the guidelines in the future.

Sincerely,

Thomas S. Crumpton, Jr.

Thomas S. Crumpton, Jr.

TSC/mp
cc
Mr. Norman Crain
files

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-17-93 DEPARTMENT Aeronautics Comm. CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY _____ BUDGET:

1. TO: Electricity # 10-009-00150-00043 \$ 450⁰⁰
(fill in line item name) (fill in line code)

FROM: Professional # 10-009-00150-00025 \$ 450⁰⁰
(fill in line item name) (fill in line code)

Justification: _____

2. TO: Electricity # 10-009-00150-00043 \$ 100⁰⁰
(fill in line item name) (fill in line code)

FROM: Water # 10-009-00150-00044 \$ 100⁰⁰
(fill in line item name) (fill in line code)

Justification: _____

3. TO: Electricity # 10-009-00150-00043 \$ 165⁰⁰
(fill in line item name) (fill in line code)

FROM: Operational # 10-009-00150-00032 \$ 165⁰⁰
(fill in line item name) (fill in line code)

Justification: _____

Mike Willemine / CA
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/22/93
Date of Council Meeting

DATE: 6/18/93
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 18, 1993 DEPARTMENT ELECTION COMMISSION CHANGE NO. 2

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92 - 93 BUDGET:

1. TO: OPERATIONAL # 10 - 014 - 00150 - 00032 \$ 160.00
(fill in line item name) (fill in line code)

FROM: TRAVEL IN COUNTY # 10 - 014 - 00150 - 00017 \$ 160.00
(fill in line item name) (fill in line code)

Justification: To meet 92-93 obligation

2. TO: OPERATIONAL # 10 - 014 - 00150 - 00032 \$ 220.00
(fill in line item name) (fill in line code)

FROM: TRAVEL OUT OF COUNTY # 10 - 014 - 00150 - 00018 \$ 220.00
(fill in line item name) (fill in line code)

Justification: To meet 92-93 obligation

3. TO: OPERATIONAL # 10 - 014 - 00150 - 00032 \$ 570.00
(fill in line item name) (fill in line code)

FROM: Maint. on Equipment # 10 - 014 - 00150 - 00024 \$ 570.00
(fill in line item name) (fill in line code)

Justification: To meet 92-93 obligation

Robert O. Brock
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/22/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Breen
COUNCIL CLERK

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE June 18, 1993 DEPARTMENT ELECTION COMMISSION CHANGE NO. 3

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 92 - 93 BUDGET:

1. TO: OPERATIONAL # 10 - 014 - 00150 - 00032 \$ 700.00
(fill in line item name) (fill in line code)

FROM: ADVERTISING # 10 - 014 - 00150 - 00063 \$ 700.00
(fill in line item name) (fill in line code)

Justification: To meet 92-93 obligation

2. TO: OPERATIONAL # 10 - 014 - 00150 - 00032 \$ 55.00
(fill in line item name) (fill in line code)

FROM: DUES: ORGANIZATIONS # 10 - 014 - 000150 - 00080 \$ 55.00
(fill in line item name) (fill in line code)

Justification: To meet 92-93 obligation

3. TO: OPERATIONAL # 10 - 014 - 00150 - 00032 \$ 790.00
(fill in line item name) (fill in line code)

FROM: SCHOOLS/SEMINARS/TRAIN # 10 - 014 - 00150 - 00084 \$ 790.00
(fill in line item name) (fill in line code)

Justification: To meet 92-93 obligation

Robert O. Brock
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/22/93
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK