

A G E N D A

OCONEE COUNTY COUNCIL MEETING - TUESDAY, JUNE 21, 1994

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Discussion Regarding Purchase of Sludge Dryer for Sewer Commission - Mr. Howard Adams, Chairman & Mr. Robert Winchester, Director
5. Consideration of Request to Use up to \$4,500 in State DEA Funds to Purchase Satellite Dish to use in Tele-conference Training - Sheriff James Singleton
6. Consideration of Request to Use Federal DEA Funds to Purchase an all Terrain Vehicle - Sheriff James Singleton
7. Consideration of Mutual Aid Agreement By and Between Oconee County Sheriff's Department and the Municipalities - Sheriff James Singleton
8. Consideration of Transfer for Treasurer's Office - Mrs. Peggy Hightower, Treasurer
9. Consideration of Transfer for Rural Fire - Mr. Dewitt Mize, Rural Fire Marshal
10. Consideration of Bids for Hose Nozzles for Rural Fire - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Director
11. Consideration of Renewal of DSS Contract - Mrs. Sallie Smith, Clerk of Court
12. Consideration of "Memorandum of Agreement" by and Between SC Department of Juvenile Justice and Oconee County
13. Second Reading of Ordinance 94-7, "An Ordinance to Develop a Jointly Owned and Operated Industrial/Business park in Conjunction with Oconee County, Such Industrial/Business Park to be Geographically Located in Williamsburg and Oconee Counties and Established Pursuant to South Carolina Code of Laws of 1976 Section 4-1-170, Et Sequitor, as Amended; to Provide for a Written Agreement with Williamsburg County providing for

Page 2
AGENDA
June 21, 1994

the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Tax to the Counties and Relevant Taxing Entities; and, to Provide that Jobs Tax Credits Allowed by Law be Provided for Industries Locating in Said Park, and to Permit a User Fee in Lieu of Ad Valorem Taxation" Mr. Robert Gaillard, Planning Director

14. Discussion Regarding the proposed Land Use Plan Ordinance" & "Clemson-Oconee County Airport Height Limitation & Land Use Compatibility Ordinance" as They Relate to Eagle Ridge Development - Mr. Ed Byars
15. Old Business
16. New Business
17. Adjourn

1:30 pm Law Enforcement, Safety, Health, Welfare & Services Committee for the purpose of discussing the purchase of Sludge Dryer for Sewer Commission

2:45 pm Administrative Briefing

(All meetings open to public)

Wednesday, June 22, 1994 ***10:00 am*** Purchasing, Contracting, Real Estate, Building & Grounds Committee Meeting to discuss the Indoor Air Quality Preliminary Assessment of the Oconee County Courthouse Basement prepared by Goldie & Associates

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, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, June 21, 1994 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, WLOS TV & SC Black Media Group.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Ashton Hester - Keowee Courier, Kathleen Stoll - Anderson Independent & Angela Davis - Journal/Tribune.

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

Call to Order

The invocation was given by Mr. Harper.

Invocation

Mr. Orr made a motion, seconded by Mrs. Burrell that the minutes of the June 7, 1994 meeting be adopted.

Minutes

Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that the last paragraph referencing the rental of Alexander S. Macaulay's offices for the Tenth Circuit Judge be amended that Mr. Williams made the motion, seconded by Mr. Strickland.

At the request of Sheriff James Singleton, Mr. Williams made a motion, seconded by Mr. Harper, approved 5 - 0 that the Sheriff's Department be allowed to use up to \$4,500 in State DEA funds to purchase a satellite dish to use in tele-conference training of the officers.

Sheriff

Also at the request of Mr. Singleton, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the Sheriff's Office be allowed to use Federal DEA funds to purchase and maintain an all terrain vehicle. This vehicle is expected to cost between \$4,000 and \$4,500.

Also at the request of Mr. Singleton, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached mutual aid agreement by and between the Oconee County Sheriff's Department and the Oconee County Municipalities be entered into upon approval by the County Attorney.

Further, at the request of Mr. Singleton, Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that the bailiff salaries be increased from \$4.25 per hour to \$5.00 per hour beginning July, 1994. (See attached request)

Sheriff

Mr. Orr made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the attached transfer for the Treasurer's Office be adopted.

Treasurer
(Transfer)

Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached transfer to Rural Fire be adopted.

Rural Fire
(Transfer)

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal and Ms. Marianne Dillard, Purchasing Director, Mr. Harper made a motion, seconded by Mrs. Burrell that Section B. Formal Bid Process, Subsection (b) Public Notice Public Notice of the Invitation for Bids shall be given not less than seven (7) days prior to the date set forth therein for the opening of the bids.....be waived and the bid for hose nozzles for Rural Fire be awarded to Harold's Sales & Service Co., Inc. at a total cost of \$6,618.19. This motion was adopted 5 - 0. (See attached bid sheet)

(Bid)

This was waived due to the fact that although Purchasing had sent the notice to the Journal/Tribune in time to have it published the seven (7) days, they only received it in time to advertise it five (5) days which they did.

Upon recommendation of Mrs. Sallie Smith, Clerk of Court, Mr. Orr made a motion, seconded by Mr. Harper, approved 5 - 0 that the attached Agreement of Cooperation by and between Oconee County and the SC Department of Social Services be adopted.

Clerk of
Court
(DSS)

Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that Ordinance 94-7, "An Ordinance to Develop a Jointly Owned and Operated Industrial/Business Park in Conjunction with Oconee County, Such Industrial/Business Park to be Geographically Located in Williamsburg and Oconee Counties and Established Pursuant to South Carolina Code of Laws of 1976 Section 4-1-170, Et Sequitor, as Amended; to Provide for a Written Agreement with Williamsburg County Providing for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Tax to the Counties and Relevant Taxing Entities; and, to Provide that Jobs Tax Credits Allowed by Law be Provided for Industries Locating in Said Park, and to Permit a User Fee in Lieu of Ad Valorem Taxation" be adopted on second reading.

Ord. 94-7

At the request of Mr. Robert Gaillard, Planning Director, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the grant Council approved May 17, 1994 to improve access to the Square D plant be amended not to exceed \$150,000. There are no local funds involved in this grant.

Square D
Grant

Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached agreement by and between the SC Department of Juvenile Justice and Oconee County for the detention of juveniles be adopted.

DJJ
Agreement

Mr. Cain, County Attorney, advised Council to listen attentively to Mr. Byars, but to let any comments made regarding Eagle Ridge Development be through the attorneys.

Eagle
Ridge

Mr. Ed Byars addressed Council regarding Eagle Ridge Development. He informed Council the proposed ordinances were not the problem they had first anticipated. He urged Mr. Crain & Mr. Willimon, Aeronautics Commission Chairman, to expedite looking at the releases that Mr. Cain is preparing.

At the request of Mr. Jim Manley, DSS, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that the attached letter expressing support for the SC Families for Kids be adopted and mailed to Dr. J. Samuel Griswold, Ph.D., Chairman.

DSS

Upon recommendation of Mr. Jack Hirst, CCS Director & Ms. Marianne Dillard, Purchasing Director, Mr. Harper made a motion, seconded by Mr. Orr, approved 5 - 0 that the Purchasing Director be allowed to issue HDR a purchase order in an amount of up to \$7,500 for topographic work and the application for a vertical expansion to be submitted to the SC DHEC for the Seneca Landfill. This is the expansion that SC DHEC agreed to in the consent order with Anderson, Oconee & Pickens Counties and will carry Oconee County through February, 1997 or until the regional landfill is completed.

Landfill

At the request of Mr. Hirst, Mr. Orr made a motion, seconded by Mrs. Burrell, approved 5 - 0 that CCS be allowed to apply for a curb side used oil recycling grant in the amount of \$10,000. There are no local funds involved in this grant.

Also at the request of Mr. Hirst, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that \$4,000 in the 1994-95 CCS budget be designated for fencing for the Seneca landfill.

At the request of Mr. Alan Horn, Emergency Preparedness Director, Mr. Harper made a motion, seconded by Mr. Williams, approved 5 - 0 that the attached transfer for Emergency Preparedness be adopted.

Emp. Prep.
(Transfer)

Mr. Harper made a motion, seconded by Mr. Strickland, approved 5 - 0 that Ms. Lillie Blue be appointed to the Oconee ATAX Committee replacing Ms. Susan Adams who has moved out of the county.

ATAX
Appt.

To Mr. Williams inquiry, Mr. Crain informed Council the County does have a contact person for the Rosa Clark Clinic.

Rosa Clark

At the request of Mr. Cain, County Attorney, Mr. Harper made a motion, seconded by Mrs. Burrell, approved 5 - 0 that Council go into executive session to discuss a personnel matter.

Executive
Session

There was no action taken when Council resumed open session.

Open
Session

Adjourn: 4:35 pm

Norman D. Crain
Supervisor-Chairman
Oconee County Council

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

COUNTY OF OCONEE

THIS AGREEMENT made and entered into this _____ day of _____, 1994, by and between the Oconee County Sheriff's department and the City of Seneca Police Department.

WHEREAS, pursuant to authority granted by Sections 23-1-210 and 23-1-215 of the Code of Laws of South Carolina it is agreed by and between the Sheriff of Oconee County and the City of Seneca Police Department that they may transfer certain of their duly appointed law enforcement officers for temporary periods of time to work in law enforcement within the other agency's jurisdiction under the conditions set forth herein. When so transferred, the officers will have all powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1) The temporary transfer may be requested in response to any law enforcement related need, including but no limited to: officer needs emergency assistance, civil disorder, natural disaster, other emergency situations and criminal investigations. The transfer may include surveillance equipment and police canine services.

2) The temporary transfers provided by this agreement shall in no manner affect or reduce compensation, insurance, pension, or retirement rights of the transferred officers and they shall continue to be paid by the sending agency. The agency to which officers are transferred shall not be responsible for financial

reimbursement to the sending agency, except to such extent, in such amounts, and upon such conditions as have been agreed upon in writing between the agencies prior to the transfer. The parties will as nearly as circumstances and need permit, make every effort to reimburse each other for services by providing services of a like kind and quantity.

3) Agencies will provide requested assistance as their primary responsibilities and available resources allow.

4) Parties shall follow the following procedure:

A. Request

A request for assistance shall only be made by the senior duty officer of the law enforcement agency requiring such assistance. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

B. Reply

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Officer-In-Charge

The personnel temporarily transferred by the assisting law enforcement agency shall report to the officer-in-charge of the requesting law enforcement agency at the designated location or by

way of radio contact and shall be subject to the orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.

D. Release

The law enforcement officers temporarily transferred shall be released by the officer-in-charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement agencies shall use their best efforts to complete the requested service prior to being released.

5) Officers investigating criminal activity, including drug law violations, may work outside their resident jurisdiction pursuant to this agreement. Municipal officers outside their jurisdiction will work at the direction of the Sheriff or his designee. The division of funds from forfeited assets resulting from joint narcotics investigations will be done on a case-by-case basis by prior agreement, when feasible.

6) It is agreed and understood that the parties hereto shall be solely responsible for maintaining insurance protection and workers compensation coverage on its employees at all times.

7) Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the law enforcement agency requesting such assistance.

8) This agreement may be terminated by either party upon five (5) days written notice to the other.

9) This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

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

OCONEE COUNTY, SOUTH CAROLINA

By: _____
James E. Singleton, Sheriff

And: _____
Supervisor

And: _____
Council Chairman

By: John W. Filds
Mayor

Wally R. Smith
Cynthia M Stewart

Wally R. Smith
Cynthia M Stewart

And: Mark P. L.
Asst. Chief of Police



OCONEE COUNTY SHERIFF'S DEPT.

208 BOOKER DRIVE, COUNTY MAILROOM
WALHALLA, SOUTH CAROLINA 29691

JAMES SINGLETON, SHERIFF

June 16, 1994

Norman D. Crain
Supervisor-Chairman
Oconee County Council
208 Booker Drive
Walhalla, SC 29691

Dear Norman:

As per our phone conversation on June 13, 1994, I am requesting a salary increase for the Bailiffs from \$4.25 per hour to \$5.00 per hour. There are sufficient funds in the budget for this increase. These employees have been working several years with out a pay raise. I feel the pay increase is well deserved.

Your consideration in this matter will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads 'James Singleton'.

James Singleton
Sheriff
Oconee County Sheriff's Dept.

JS:vb

BUDGET ADJUSTMENT AUTHORIZATION

Revised 03-28-86

DATE June 15 DEPARTMENT Treasurer CHANGE NO. _____

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93-94 BUDGET:

1. TO: Capital Expenditure #010-020-00150-00840 \$ 310⁰⁰
(fill in line item name) (fill in line code)

FROM: Postage #010-020-00150-00033 \$ 310⁰⁰
(fill in line item name) (fill in line code)

Justification: No purchase legal size filing cabinet /
workstation to accomodate Bonds and related reports

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____

Justification: _____

Peggy J. Hightower
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/21/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

Opal O. Green
Council Clerk

~~SUBCOMMITTEE CHAIRMAN~~
~~MEMBER BUDGET SUBCOMMITTEE~~
~~MEMBER COUNTY COUNCIL~~

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 06/21/94 DEPARTMENT RURAL FIRE CHANGE NO. 0003

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN MY 93 - 94 BUDGET:

1. TO: TRAINING # 010 - 005 - 00150 - 00084 \$ 316.00
(fill in line item name) (fill in line code)

FROM: OPERATIONAL # 010 - 005 - 00150 - 00032 \$ 316.00
(fill in line item name) (fill in line code)

Justification: TO PAY FOR ANNUAL DINNER AT OUTDOOR LAB

2. TO: TRAINING # 010 - 005 - 00150 - 00084 \$ 316.00
(fill in line item name) (fill in line code)

FROM: CAPITAL EXPENDITURES # 010 - 005 - 00150 - 00840 \$ 316.00
(fill in line item name) (fill in line code)

Justification:

TO PAY FOR ANNUAL DINNER AT OUTDOOR LAB

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

Dewett D. Mize
DEPARTMENT HEAD SIGNATURE

APPROVED: 6/21/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

OCONEE COUNTY BID TABULATION

BID FOR: Sixteen (16) Nozzles for Rural Fire **DATE:** June 20, 1994

BID NO: 93-57 **LOCATION:** Walhalla, SC **TIME:** 2:00 p.m.

BIDDERS	Harolds Sales & Service Co., Inc.	Carolina FireMasters, Inc.	Slagle's Fire Eq. & Supply Co., Inc.		
16 - 1.5" Mid Range Turbojet Nozzles 1723P	393.94/ea	437.75/ea	416.59/ea.		
Sub-total	6,303.04	7,004.00	6,665.44		
S. C. Sales Tax	315.15	350.20	333.27		
Total	6,618.19	7,354.20	6,998.71		

ATTENDING OPENING: Dewitt Mize - Rural Fire; Marianne Dillard, Jenny Peay - Purchasing; Carol Baumgarner - Delegation

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The HAROLD'S SALES AND SERVICE CO., INC.
submits herewith our bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for _____
sixteen (16) nozzles for Rural Fire

		Unit Price	Total
16	1.5" Mid-Range Turbojet Nozzles #1723P	\$ <u>393.94</u>	\$ <u>6,303.04</u>
	S. C. Sales Tax		\$ <u>315.15</u>
	TOTAL		\$ <u>6,618.19</u>

HAROLD'S SALES & SERVICE CO., INC.
978 INDUSTRIAL PARK DR.
P. O. BOX 6505
MARIETTA, GA 30065
404-422-2777

Bid shall include delivery to location stated on Bid Notice.
Show any exception, deviation, extra computation, or information on Bid
Supplemental Form attached hereto.

Delivery Date: 30-45 Days ARO

BIDDING ORGANIZATION: Harold's Sales and Service Co., Inc.

ADDRESS: P. O. Box # 6505

CITY, STATE, ZIP CODE: Marietta, GA. 30065

SIGNATURE OF BIDDERS REPRESENTATIVE: Ann Cory

TITLE: Ann Cory, Sales Representative

DATE: 6/10/94

TELEPHONE: 404-422-2777 extension 412

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The _____
submits herewith our bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for _____
sixteen (16) nozzles for Rural Fire

		Unit Price	Total
16	1.5" Mid-Range Turbojet Nozzles #1723P	\$ _____	\$ see attached
	S. C. Sales Tax		\$ _____
	TOTAL		\$ _____

Bid shall include delivery to location stated on Bid Notice.
Show any exception, deviation, extra computation, or information on Bid
Supplemental Form attached hereto.

Delivery Date: 3- weeks

BIDDING ORGANIZATION: Carolina FireMasters

ADDRESS: P. O. Box P.O. Box 1116 Hwy 38 So.

CITY, STATE, ZIP CODE: Bennettsville, SC 29512

SIGNATURE OF BIDDERS REPRESENTATIVE: *J. W. Hunt*

TITLE: Equipment manager

DATE: 6-17-94

TELEPHONE: 800-741-7410

BID FORM
OCONEE COUNTY
PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

The Jack L. Slagles Fire Equipment Company
submits herewith our bid in response to bid request number shown above, and in
compliance with the description(s) and/or specification(s) listed below for _____
sixteen (16) nozzles for Rural Fire

	Unit Price	Total
16 1.5" Mid-Range Turbojet Nozzles #1723P	\$ <u>416.59 ea</u>	\$ <u>4999.08</u>
S. C. Sales Tax	<u>Bidding SAME AB1723P AKRON</u>	\$ <u>249.95</u>
TOTAL	<u>FOB DESTINATION</u>	\$ <u>5249.03</u>

Bid shall include delivery to location stated on Bid Notice.
Show any exception, deviation, extra computation, or information on Bid
Supplemental Form attached hereto.

Delivery Date: 20 to 30 DAYS AFTER Receipt OF ORDER.
BIDDING ORGANIZATION: JACK L. SLAGLES FIRE EQUIPMENT COMPANY
ADDRESS: P. O. Box P.O. Box 2184
CITY, STATE, ZIP CODE: CAYCE, SC 29171
SIGNATURE OF BIDDERS REPRESENTATIVE: Ronald Humphries
TITLE: Inside Sales Representative
DATE: 06/17/94
TELEPHONE: 803-791-4555

AGREEMENT OF COOPERATION

CONTRACT NUMBER: 95-0037-0-0536

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 1994, 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, 1995. 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, 1994 through June 30, 1995 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;
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 banking 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, 1994, and to terminate June 30, 1995. This contract is effective between the parties as of the effective date specified herein; if any services are provided on or after July 1, 1994, 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
Fiscal Grants Management
Treasurer Division
Post Office Box 1520
Columbia, South Carolina 29202-1520

- 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 1994.

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES

OCONEE COUNTY

By: *James E. Kirk*
James E. Kirk,
Deputy State Director
Self Sufficiency

By: *Norman D. Crain*
Typed Name: NORMAN D. CRAIN
Title: Oconee County Supervisor
Chairman - County Council

Date: April 22, 1994
J. M. T. A.
Witness
Arthur M. Bradley
Witness

Date: 6/22/94
Opal O. Green
Witness
Boye S. Hopkins
Witness

By: _____
Typed Name: _____
Title: _____

Date: _____

Witness

Witness

By: _____
Typed Name: _____
Title: _____

Date: _____

Witness

Witness

ORDINANCE NO.

ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN WILLIAMSBURG AND OCONEE COUNTIES AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 SECTION 4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH WILLIAMSBURG COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAX TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND, TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR INDUSTRIES LOCATING IN SAID PARK, AND TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION.

WHEREAS, Oconee County and Williamsburg County (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, Oconee County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act").

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

SECTION 1: Oconee County is hereby authorized to execute and deliver a written agreement to develop jointly an industrial and business park (the "Park") with Williamsburg County. The Park is to be located both within the boundaries of Oconee County and Williamsburg County. The form of the joint industrial park agreement (the "Agreement") is attached hereto and all terms of the Agreement are incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and the Administrator of the County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to

constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

SECTION II. The maximum tax credits allowable by South Carolina Code of Laws of 1976 Section 12-7-1220, as amended, will apply to any business enterprise locating in the Park.

SECTION III. Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the county in which the premises is located. That portion of the fees from the Park premises located in Williamsburg County and allocated pursuant to the Agreement to Oconee County shall be paid by the Williamsburg County Treasurer to the Oconee County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with the Agreement. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Williamsburg County shall be paid by the Oconee County Treasurer to the Williamsburg County Treasurer within five business days of receipt for distribution, such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV. The administration, development, promotion, and operation of the Park shall be the responsibility of the County in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

SECTION V. In order to avoid any conflict of laws or ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Oconee County and the Williamsburg County ordinances will be the reference for such regulations or laws in connection with the Park premises located within Williamsburg County. Nothing herein shall be taken to supersede any state or federal law or regulation. The County in which the premises is located is specifically authorized to adopt restrictive covenants and land use requirements for the Park at that County's sole discretion.

SECTION VI. The Sheriff's Department for the county within which the Park premises is located will have initial jurisdiction to make arrests and to exercise all authority and power within the boundaries of the Park premises located within Oconee County and fire, sewer, water and EMS services will be provided by the service district within whose jurisdiction the Park premises are located.

SECTION VII. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION VIII. The Agreement may not be terminated except by concurrent ordinances of Oconee County Council and Williamsburg County Council. In any event, this Ordinance shall terminate twenty (20) years from the date of its execution by both parties.

SECTION IX. Oconee County hereby designates the following distribution of that portion of the fee-in-lieu of ad valorem taxes received by Oconee County pursuant to the Agreement for Park premises located in Williamsburg County.

Oconee County	100 %
---------------	-------

SECTION X. Oconee County hereby designates that the distribution of the fee-in-lieu of ad valorem taxes pursuant to the Agreement received by Oconee County for Park premises located in Oconee County by paid to each of the taxing entities in Oconee County which levy an ad valorem property tax in any of the areas comprising the Oconee Park in the same percentage as is equal to that taxing entity's percentage of the millage rate being levied in the then current tax year for property tax purposes, provided that the County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. A portion of the fee-in-lieu of ad valorem taxes which Oconee County receives pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of Special Source Revenue Bonds.

SECTION XI. This Ordinance shall be effective after third and final reading and publication.

OCONEE COUNTY COUNCIL

By: Norman D. Crain, Chairman, County
Council, Oconee County, South Carolina

ATTEST:

By: Opal O. Green, Clerk Oconee
County, South Carolina

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Oconee County Council

Mary Frances Burrell
District One
Post Office Box 53
Tamassee, SC 29686

Harrison E. Orr
District Two
P.O. Box 1068
Walhalla, SC 29691

Michael E. Harper
District Three
Post Office Box 977
Seneca, SC 29679

Public Service Building
208 Booker Drive
Walhalla, SC 29691
(803) 638-4244

Norman D. Crain
Supervisor, Chairman
317 Old Seneca Road
Westminster, SC 29693
(803) 638-4242 - Office

Roy B. Strickland
District Four
203 Isundega Street
Westminster, SC 29693

Alton K. Williams
District Five
901 Pine Grove Road
Seneca, SC 29678

Timothy M. Cain
County Attorney
Post Office Box 698
Seneca, SC 29679

June 17, 1994

LEGAL AD.....

PLEASE ADVERTISE IN YOUR PAPER AS A LEGAL AD ON JUNE 22, 1994

NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to proceedings in connection with the formation of an Oconee County, South Carolina and Williamsburg County, South Carolina Joint County Industrial/Business Park to be entered into by Oconee County with Williamsburg County. Said public hearing is to occur at a meeting of the Oconee County Council on Thursday, July 7, 1994 at 7:00 pm in Council Chambers, 208 Booker Drive, Walhalla, SC. All interested citizens are invited to make written and/or oral comments at this hearing.

OCONEE COUNTY, SOUTH CAROLINA
Norman D. Crain
Supervisor-Chairman

C: Journal/Tribune
Keowee Courier
Westminster News

June 15, 1994

J. Samuel Griswold, Ph.D., Chairman
South Carolina Families for Kids
2711 Middleburg Drive, Suite 307
Columbia, South Carolina 29204

Dear Dr. Griswold:

On behalf of the Oconee County Council, I wish to express our support for South Carolina Families for Kids, the public-private partnership between the Department of Social Services and the United Way of South Carolina. We are aware that this statewide partnership is working to improve services for foster and adoptive children and understand that community involvement in this initiative is needed.

The stated goals of this cooperative initiative, with its emphasis on community-based services, is one which we enthusiastically endorse. The diverse involvement of our citizens, families and children throughout our community in the visioning process will greatly enhance South Carolina's child welfare plan and ultimately will facilitate better services for all foster and adoptive children. We look forward to working with you to help our community's foster and adoptive families.

Sincerely,

Norman D. Crain, Chairman
Oconee County Council

SOUTH CAROLINA FAMILIES FOR KIDS

What is South Carolina Families For Kids?

South Carolina Families For Kids is a public - private partnership of the South Carolina Department of Social Services and the United Way of South Carolina, formed for the purpose of facilitating reform of the child welfare system in South Carolina. A 29 - member statewide board, chaired by Dr. J. Samuel Griswold and operating under the auspices of the United Way of South Carolina, has worked successfully for almost a year to implement a broad - based, grass roots visioning process in which nearly 6000 child welfare stakeholders have participated. The research obtained from this visioning process is currently being used to formulate a more responsive and community - based child welfare system for foster and adoptive children.

How has this important initiative been funded?

South Carolina is fortunate to have been selected as one of nineteen national sites by the *W. K. Kellogg Foundation* for a \$100,000 planning grant which has supported an extensive, community - based visioning process. Additional support for the initiative has been given by the Department of Social Services and the United Way of South Carolina. Finally, South Carolina qualified for additional federal dollars because of the Kellogg funding and this has assisted in making the initiative successful.

Who has participated in the visioning process so far?

Feedback about the current child welfare system and identification of successful programs have come from a variety of different groups and individuals who have responded to surveys and participated in interviews, focus groups, and community meetings. Six - hundred (600) foster and adoptive families, and about 4800 human services staff in four state agencies were asked to complete surveys and/or participate in focus groups and interviews. Over 500 foster and adoptive children told of their experiences in the child welfare system in 23 workshops conducted around the state. The children's work already has been shown in a traveling art exhibit in Columbia and Charleston. Finally, nearly 1600 citizens and key community stakeholders attended over 50 community meetings in which solutions for the reform of the child welfare system were discussed. In addition to the major state agencies, local United Ways, churches, and a large number of private and volunteer organizations, significant support for the initiative has come from the Bench / Bar Committee of Family Court Judges and attorneys which was formed to facilitate child -centered improvements in courts procedures and law.

What are the five goals established for South Carolina Families For Kids?

The visioning process has been guided by five major goals, which if implemented would significantly improve services to children and their families in South Carolina. These goals, as endorsed by the *W. K. Kellogg Foundation*, are: [1] Family strengthening; [2] Coordinated, community - based assessment; [3] Consistent casework team practices; [4] Stable foster care; and [5] Resolution of a child's situation in the child welfare system within 12 months. Each of these goals is interwoven; together they form South Carolina's vision for child welfare reform.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1994, by and between the S.C. Department of Juvenile Justice (DJJ) by and through its duly authorized employee and the Governing body of _____ County, hereinafter referred to as County, by and through its duly authorized official and/or employee;

WHEREAS, the Juvenile Detention Act of 1990, in compliance with the Juvenile Justice and Delinquency Prevention Act, 1974, mandates, in effect, that juveniles who are held in secure detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, _____ County does not operate or manage its own secure detention facility for juveniles, or otherwise have such a facility available for the secure detention of juveniles charged with a criminal offense from said county; and

WHEREAS, the S.C. Department of Juvenile Justice, as the juvenile justice agency for the State of South Carolina, is generally responsible for most other functions of this State's juvenile justice system and for providing most of the other services this State chooses to provide to youth charged or adjudicated delinquent for having committed criminal violations of South Carolina law; and

WHEREAS, DJJ maintains and operates a secure detention facility for the detention of juveniles, ordered detained in secure custody pending their adjudicatory and/or dispositional hearings in the Family Court, which has passed all necessary state inspections, and is a suitable facility for the secure detention of juveniles;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. DJJ will accept in its Juvenile Detention Center those juveniles ordered by the Family Court in _____ County, or who are recommended by a DJJ Screening Agent, to be detained in a secure detention facility. Acceptance will be on a space available basis and will be in accordance with admission criteria as established by the DJJ screening policy.
2. _____ County agrees to assign an open Purchase Order Number _____, to be effective for fiscal year 1994/1995 for billing purposes, from _____, 1994, to _____, 1995.
3. _____ County agrees to pay to DJJ the per diem fee of \$110.00 per 24 hour day, (less than 24 hours at a rate of \$4.59 an hour) for each juvenile placed at the DJJ Juvenile Detention Center from _____ County. Payment to be made on a monthly basis as the cost accrues, without the necessity of awaiting any reimbursement which may be due to _____ County from other sources.

In addition to the per diem rate set out in paragraph 3, _____ County agrees to pay for all required emergency medical (including psychological and psychiatric evaluations) and dental care and treatment (excluding routine care and preventive treatment) for those juveniles placed in the DJJ Juvenile Detention Center from said County.

MEMORANDUM OF AGREEMENT

PAGE 2

4. DJJ agrees to bill _____ County for the expenses enumerated herein on a monthly basis; said bills to be sent to _____ County on or before the 15th day of the month immediately after the costs are incurred, with payment to be made on or before the first (1st) day of the following month.
5. _____ County or the arresting agency shall be responsible for transporting all juveniles to and from the DJJ Juvenile Detention Center.
6. In accordance with ACT #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in the DJJ Community Services Policies and Procedures (24-Hour Detention/Release; Policy number 2.09). No juvenile shall be placed in and/or transported to, a DJJ detention facility unless and/or until a DJJ employee/screening agent or court official, has determined that placement in secure detention is appropriate and though contact with the facility, that bed space is available and sufficient staffing available to accommodate the juvenile to be detained.
7. _____ County shall provide the DJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological or psychiatric problems, charges pending before the court, screening or detention form, etc.
8. The DJJ Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a DJJ employee or screening agent. DJJ' Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indication of alcohol or other drug intoxication, etc.
9. Either party may cancel this agreement upon thirty (30) days written notice.
10. Sums paid or payable under this contract shall not exceed \$ _____ for fiscal year 1994-1995.

APPROVED:

County Administrator
(or other Authorized County Official)

S.C. Department of Juvenile Justice

Date

Date

Commissioner: Douglas E. Bryant

Board: Richard E. Jabbour, DDS, Chairman
Robert J. Stripling, Jr., Vice Chairman
Sandra J. Molander, Secretary

William E. Applegate, III,
John H. Burris
Tony Graham, Jr., MD
John B. Pate, MD

Promoting Health, Protecting the Environment

July 1, 1994

Dear Local Government Representative:

Enclosed are the original 1994 grant instruments (or grant instrument as the case may be) for your signature. Please execute and return as quickly as possible, but no later than July 15th. Before you return the originals to me, copies of your instruments should be made for the recycling coordinator and the financial representative indicated on your application.

I would like to point out several changes in the 1994 grant program.

First, the program has gone to the cost reimbursement method rather than allocating monies up front. This means that the local government will spend the monies first and then apply to our office for reimbursement. We will supply the expenditure forms for reimbursement to the contact person listed on the application.

Second, the Recycling Coordinator (or contact person) should be aware of new public education language listed under Part II, "Special Terms and Conditions", number 13.

Third, the Recycling Coordinator (or contact person) should be aware of new procurement language under "Standard Terms and Conditions", numbers two and three.

And, fourth, any approved out-of-state travel this year is restricted to the southeastern United States, namely the states of Virginia, North Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, and Kentucky.

You need to be aware that if you disagree with the funding that was approved for your local government by the State Solid Waste Advisory Council, you have thirty days from the receipt of this letter to write to the chairman of the Solid Waste Advisory Council. His name and address are listed at the bottom of the aggrieved procedures regulation, which is attached. Upon receipt of your letter, we will notify you of the appeal procedures and a hearing date. At the same time, I need to inform you that available funds are severely limited. This is due to two factors - the Recycling Market Development Council's successful efforts with the Legislature in receiving funding through the Solid Waste Management Grant Program, and budget projections were slightly higher than what was actually received in fees from the Comptroller General's Office.

Local Government Representative

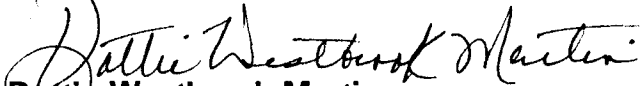
1, 1994

Page Two

Office staff is looking forward to a new and productive grant year. Efforts by staff to keep up with the solid waste and recycling needs within the local governments are ongoing. I hope you will feel comfortable during the year to express any concerns or needs you may have about the grant program to me or to any other staffmember.

We look forward to working with you.

Yours very truly,



Dottie Westbrook Martin

Grant Coordinator

N. Aggrieved Party Procedures.

1. Any party aggrieved by a grant decision of the Office may apply in writing within thirty (30) days of notification of that decision to the State Solid Waste Advisory Council for a review of that decision.

2. Within forty-five (45) days of the original notification date, the Office shall inform the aggrieved party of the hearing date, place and time established to review the decision of the Office.

3. The State Solid Waste Advisory Council shall review the Office decision within sixty (60) days of the original notification date.

4. Upon the cessation of the State Solid Waste Advisory Council, grant decision reviews shall be heard by the appropriate review committee. The grant decision reviews shall be heard within the same time frame established for the State Solid Waste Advisory Council.

Mailing Address

Roland H. Windham, Jr., Chairman
State Solid Waste Advisory Council
Post Office Box 5666
Spartanburg, S.C. 29304

SOLID WASTE MANAGEMENT GRANT AGREEMENT
Section 44-96-130, S.C. Code of Laws

PART I - GRANT NOTIFICATION INFORMATION

Grantee: Oconee County

Mailing Address:
208 Booker Drive
Walhalla, SC 29691

Federal Employer Identification Number: 57-6000391

Grant Number: (SW)37 Date of Award: June 16, 1994

Grant Period: July 1, 1994 - June 30, 1995

Grant Amount: \$30,000.00

Authorized Representative:

Name: Norman D. Crain
Title: Supervisor
Phone Number: 638-4242

Contact Person:

Name: Jack M. Hirst
Address: 208 Booker Drive
Walhalla, SC 29691
Phone: 638-4224

Financial Officer:

Name: Ned Hunnicutt
Phone: 638-4236

Population Estimate of Grantee: 57,494

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
OFFICE OF SOLID WASTE REDUCTION & RECYCLING

GRANT INSTRUMENT
PART ONE

SCOPE OF SERVICES STATEMENT

INTRODUCTION

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Local Government Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. The County of Oconee submitted to the Office on May 13, 1994 an application for solid waste management funds.

A maximum of \$30,000.00 will be granted for this project to the government of Oconee County (hereinafter referred to as the Grantee).

SCOPE OF WORK

Oconee County will apply the grant funds toward HDR consulting fees for the design and implementation of the materials recovery facility. Approved budget items are:

HDR Engineering (Consultants)	\$30,000.00
-------------------------------	-------------

The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in its progress/expenditure reports and its final report.

The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in this Scope of Work. All subcontracting of work pertaining to this grant must conform to all applicable state and local laws.

REPORTING REQUIREMENTS

The Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Office may reasonably require including, but not limited to, financial and progress reports.

Progress/Expenditure Reporting

Progress/Expenditure reports shall contain pertinent information, i.e. in detail by budget categories, program status and sufficient enough for preaudit and postaudit review. Progress/Expenditure report forms will be provided by the Office. Original receipts, vouchers, and purchase orders must be maintained by the Local Government through July 31, 1997 or until all auditing procedures have been accomplished and have been closed out or until any litigation has been settled by the Courts. Progress/expenditure reports must be filed by the local government before any reimbursements will be issued. The reimbursement will be at the discretion of the Office of Reduction and Recycling and must pertain directly to the scope of work in the grant agreement.

PAYMENTS

The method of payment shall be as follow: All reimbursements may be requested with the progress/expenditure report which will be supplied by the Office of Reduction and Recycling. Appropriate invoices and documentation will accompany each payment requests. Payments will be made to address the approved budget requirements as submitted and approved herein. Failure to comply with the terms of this agreement shall result in refusal of payment of grant funds to the Grantee.

PART II - SPECIAL TERMS AND CONDITIONS

1. The Grantee's authorized representative and financial administrator must sign the grant instrument and return the original and two copies.
2. The solid waste management project must directly promote the project for which the grant was intended. By reference, the grantee's application referred to in the Introduction is incorporated and made a part hereto.
3. The Grantee must maintain an all purpose grant file with copies of related documents including, but not limited to, all expenditure information, vouchers, receipts, contracts, subcontracts, leases, agreements and legal documents for inspection and review by the Office.
4. Changes in expenditures or the scope of work that was not previously approved as originally submitted through the application process must be preapproved by the Office.
5. The Grantee shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Office.
6. Allowable costs may be charged to this agreement only during the term of this agreement. This means that costs charged off to this grant must be incurred prior to June 30, 1995.
7. These grant funds as specified under 44-96-130 must be maintained in a restricted account or separate general ledger.
8. Grant funds shall be included in the grantee's Annual Audit. Any subgrants made by the grantee shall also include a provision for the subgranted funds to be included in the subgrantee's annual audit. A copy of all annual audits shall be submitted to the Office of Solid Waste Reduction and Recycling (DHEC) by October 31st of each year.
9. The Office has the right to terminate a grant award and demand refund of grant funds for non-compliance with the terms of the award. Such action may also result in the Office declaring the local government ineligible for further participation in the program until the local government complies with the terms of the grant award.
10. Grantee shall obtain all necessary construction-related permits before initiating construction.
11. The Office reserves the right to unilaterally cancel this grant for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to this grant.

12. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.

13. All reimbursements approved for local government public education programs must first be pre-approved by the Office of Reduction and Recycling. This means that the Office of Reduction must have direct in-put into the local government's public education program. This in-put includes reviewing proposals and bids that are submitted for local government public education services, reviewing the design and plans for structures (internal and external) that are erected for solid waste and recycling public education purposes, reviewing the design of informational articles, reviewing solid waste or recycling data/information contained in informational articles, reviewing public presentations, reviewing billboard designs, reviewing any paid media advertisements or public service announcements. Conflicts arising out of a review will be heard by the State Solid Waste Advisory Council. Aggrieved parties will adhere to the procedures as set out in regulation.

STANDARD TERMS AND CONDITIONS

1. Grantee's Responsibility.

The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

2. Procurement

The Grantee must comply with proper competitive bidding and procurement procedures consistent with the local government's own procurement policy. Non-competitive contract awards under this grant are not allowed unless the grantee receives prior written approval from the Office of Reduction and Recycling.

3. Contracts Under the Grant

The Grantee shall submit to the Office of Recycling for Pre-award review and approval any contract over \$5,000.00 for work or services covered by this Grant. The submission shall be accompanied by a copy of all proposals or bids submitted.

4. Conflict of Interest.

Personnel or other officials connected with this grant shall adhere to the requirements given below.

a. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

b. Advice: No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

c. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:

- 1) Using his official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels, or
- 5) Affecting adversely the confidence of the public in the integrity of the State government or the program.

5. Approval Authority.

The Office reserves the right for content approval prior to printing of informational pieces and prior approval for other program elements, including out-of-state travel which is limited to the Southeast part of the United States - namely the states of Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee and Kentucky and any changes in personnel positions funded under this grant.

6. Termination of Grant

This grant may be terminated by the Office provided a thirty (30) day advance notice in writing is given to the Grantee, except in the following cases:

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner the obligations under this grant, or if the grantee shall violate any of the covenants, agreements or

stipulations of the grant, or otherwise default on the grant due to negligence, the Office shall have the right to terminate this grant without giving a thirty (30) day advance notice.

7. Final Reporting.

A final report for the solid waste management project in its entirety must be submitted to the Office within fifteen (15) days of the close of the grant period. The Final Report shall detail all grant-related activities undertaken throughout the grant period. It must also include an analysis of whether the products, services or operations resulting from this grant met, exceeded or did not meet the terms under the Scope of Work.

8. Indemnification for Legal or Consultant Services.

If this grant is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which required completion of all services. The Provisions shall further require that in any event all services are not fully rendered as provided for in the contract, any monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty. The term "agency", as referred to herein, means the Grantee.


9. Utilization of Minority Businesses.

The grantee is encouraged to utilize qualified minority firms where cost and performance will not conflict with time schedules.

OFFER AND ACCEPTANCE

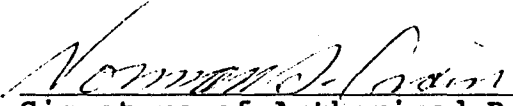
The State of South Carolina, acting by and through the Office of Solid Waste Reduction and Recycling (DHEC), hereby offers assistance to the local government of Oconee County for all allowable costs incurred up to and not exceeding \$30,000.00.

THE OFFICE OF SOLID WASTE REDUCTION AND RECYCLING (DHEC):



R. Lewis Shaw, P.E., Deputy Commissioner 6/30/97
Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:



Signature of Authorized Representative 7/6/94
Date



Signature of Financial Administrator 7-6-94
Date

RECYCLING USED OIL GRANT AGREEMENT
Section 44-96-160, S.C. Code of Laws

PART I - GRANT NOTIFICATION INFORMATION

Grantee: Oconee County

Federal Employer Identification Number: 57-6000391

Grant Number: 37 WO **Date of Award:** June 16, 1994

Grant Period: July 1, 1994 through June 30, 1995

Grant Amount: \$10,400.00

Authorized Representative: Norman D. Crain, Supervisor
208 Booker Dr., Walhalla, 29691

Phone Number: 638-4242

Contact Person: Jack M. Hirst, SW Director
same address

Phone Number: 638-4224

Financial Representative: Ned Hunnicutt, Fin. Dir.
same address
638-4236

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

OFFICE OF SOLID WASTE REDUCTION AND RECYCLING

**GRANT INSTRUMENT
PART ONE**

SCOPE OF SERVICES STATEMENT

INTRODUCTION

The Department of Health and Environmental Control, Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. The County of Oconee submitted to the Office on May 13 , 1994 an application for used oil recycling funds.

A maximum of \$10,400.00 will be granted for this project to the government of Oconee County (hereinafter referred to as the Grantee).

SCOPE OF WORK

The Grantee will -

Purchase one used oil filter crusher	\$1,700.00,
Develop a public education program	\$8,670.00
(Newspaper ads - \$1,000.00	
(Brochures - \$2,600.00	
(Costume - \$3,570.00	
(Radio Spots - \$1,500.00	

Total:	\$10,400.00

For specific directives relating to public education program policy, refer to Part II, Special Terms and Conditions, Number 13.

The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in its progress/expenditure reports and its final report.

The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in this Scope of Work. All subcontracting of work pertaining to this grant must conform to all applicable state and local laws.

REPORTING REQUIREMENTS

The Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Office may reasonably require including, but not limited to, financial and progress reports.

Progress/Expenditure Reporting

Progress/expenditure reports shall contain pertinent information, i.e. in detail by budget categories, program status and sufficient enough for preaudit and postaudit review. Progress/expenditure report forms will be provided by the Office. Original receipts, vouchers, and purchase orders must be maintained by the Local Government through July 31, 1997 or until all auditing procedures have been accomplished and have been closed out or until any litigation has been settled by the Courts. Progress/expenditure reports must be filed by the local government before any reimbursements will be issued. The reimbursement will be at the discretion of the Office of Reduction and Recycling and must pertain directly to the scope of work in the grant agreement.

PAYMENTS

The method of payment shall be as follows: Payments will be made on a monthly/quarterly reimbursement basis. All reimbursements may be requested with the progress/expenditure report which will be supplied by the Office of Reduction and Recycling. Appropriate copies of invoices and documentation will accompany each payment request. Payments will be made to address the approved budget requirements as submitted and approved herein. Failure to comply with the terms of this agreement shall result in refusal of payment of grant funds to the Grantee.

PART II - SPECIAL TERMS AND CONDITIONS

1. The authorized local government representative and the financial administrator must sign the grant instrument and return the original and two copies to the Office of Reduction and Recycling.
2. The used oil project must directly promote the project for which the grant was intended. By reference, the grantee's application referred to in the Introduction is incorporated and made a part hereto.
3. The Grantee must maintain an all purpose grant file with copies of related documents including, but not limited to, all expenditure information, vouchers, receipts, contracts, subcontracts, leases, agreements and legal documents for inspection and review by the Office.
4. Changes in expenditures or the scope of work that was not previously approved as originally submitted through the application process must be preapproved by the Office.
5. The Grantee shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Office.
6. Allowable costs may be charged to this agreement only during the term of this agreement. This means that costs charged off to this grant must be incurred prior to June 30, 1995.
7. These grant funds as specified under 44-96-160 must be maintained in a restricted or separate account.
8. Grant funds shall be included in the grantee's Annual Audit. Any subgrants made by the grantee shall also include a provision for the subgranted funds to be included in the subgrantee's annual audit. A copy of all annual audits shall be submitted to the Office of Solid Waste Reduction and Recycling (DHEC) by October 31st of each year.
9. The Office has the right to terminate a grant award and demand refund of grant funds for non-compliance with the terms of the award. Such action may also result in the Office declaring the local government ineligible for further participation in the program until the local government complies with the terms of the grant award.
10. Grantee shall obtain all necessary construction-related permits before initiating construction.

11. The Office reserves the right to unilaterally cancel this grant for refusal by the grantee to allow public access to all documents, papers, letters, or other material subject to this grant.

12. The Grantee is prohibited from using grant funds for the purpose of lobbying the Legislature or a State Agency.

13. All reimbursements approved for local government public education programs must first be pre-approved by the Office of Reduction and Recycling. This means that the Office of Reduction and Recycling must have direct in-put into the local government's public education program. This in-put includes reviewing proposals and bids that are submitted for local government public education services, reviewing the design and plans for structures (internal and external) that are erected for solid waste and recycling public purposes, reviewing the design of informational articles, reviewing solid waste or recycling data/information contained in informational articles, reviewing public presentations, reviewing billboard designs, reviewing any paid media advertisements or public service announcements. Conflicts arising out of a review will be heard by the State Solid Waste Advisory Council. Aggrieved parties will adhere to the procedures as set out in regulations.

14. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed \$500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.

STANDARD TERMS AND CONDITIONS

1. Grantee's Responsibility.

The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

2. Conflict of Interest.

Personnel or other officials connected with this grant shall adhere to the requirements given below.

a. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

b. Advice: No DHEC employee shall be responsible for the completion of the grant project particularly as such participation would relate to the duties of a recycling coordinator, administrator or public works director, etc.

c. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:

- 1) Using his official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels, or
- 5) Affecting adversely the confidence of the public in the integrity of the State government or the program.

3. Approval Authority.

The Office reserves the right for content approval prior to printing of informational pieces and prior approval for other program elements, including out-of-state travel and any changes in personnel positions funded under this grant.

4. Termination of Grant

This grant may be terminated by the Office provided a thirty (30) day advance notice in writing is given to the Grantee, except in the following cases:

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner the obligations under this grant, or if the grantee shall violate any of the covenants, agreements or stipulations of the grant, or otherwise default on the grant due to negligence, the Office shall have the right to terminate this grant without giving a thirty (30) day advance notice.

5. Final Reporting.

A final report for the solid waste management project in its entirety must be submitted to the Office within fifteen (15) days of the close of the grant period. The Final Report shall detail all

grant-related activities undertaken throughout the grant period. It must also include an analysis of whether the products, services or operations resulting from this grant met, exceeded or did not meet the terms under the Scope of Work. The report will include documentation as to whether or not the grant assisted the grantee in meeting local government recycling and source reduction goals.

6. Indemnification for Legal or Consultant Services.

If this grant is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which required completion of all services. The Provisions shall further require that in any event all services are not fully rendered as provided for in the contract, any monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty. The term "agency", as referred to herein, means the Grantee.

7. Utilization of Minority Businesses.

The grantee is encouraged to utilize qualified minority firms where cost and performance will not conflict with time schedules.

BUDGET ADJUSTMENT AUTHORIZATION

Revised 07-01-90

DATE 6-21-94 DEPARTMENT Emergency Preparedness CHANGE NO. 2

IT IS REQUESTED THAT THE FOLLOWING CHANGES BE MADE IN NY 93 - 94 BUDGET:

1. TO: Maintenance on Equipment # 10 - 053 - 00150 - 00024 \$ 150.00
(fill in line item name) (fill in line code)

FROM: Operational Supplies # 10 - 053 - 00150 - 00032 \$ 150.00
(fill in line item name) (fill in line code)

Justification: In order to purchase a replacement part that will bring a piece of emergency equipment (jaws of life) to operational status.

2. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____

3. TO: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

FROM: _____ # _____ \$ _____
(fill in line item name) (fill in line code)

Justification: _____


DEPARTMENT HEAD SIGNATURE

APPROVED: 6/21/94
Date of Council Meeting

DATE: _____
Received by Council Clerk

DISAPPROVED: _____
Date of Council Meeting

ATTEST: Opal O. Green
COUNCIL CLERK

Fax Sheet



Date 6/16/94

Number of Pages (includes cover page) 4

Message To

Authorization Code 0325

Project # _____

Name JACK HIRST
MARIAUNE DILLARD

Telecopy # 803 638 4225
803 638 4197

Firm _____

City _____ State _____

If you do not receive all of the pages, please call (704) 338-1800 as soon as possible.

From

Name JOE READING

Message

MAP OF SURVEY AREA IS FOLLOWING
WITH THE MAILED COPY.

HDR Engineering, Inc. Suite 1400
128 S. Tryon Street
Charlotte, North Carolina
28202-5001

Telephone
(704) 338-1800
FAX
(704) 338-6760

Sent by JCR
Time Sent 9:30 P

June 13, 1994

HDR

Mr. Norman Crain
County Supervisor
Oconee County
208 Booker Drive
Walhalla, South Carolina 29691

Re: Modifications to the Seneca Landfill Vertical Expansion
HDR Project No. 7488-001-018

Dear Mr. Crain:

It is our understanding that, as you pursue the regional landfill effort between Oconee, Anderson, and Pickens Counties, DHEC has agreed to extend the permit at the Seneca landfill until February 1997. It is our further understanding that the County would like HDR to update the vertical expansion permit application which HDR prepared in March of 1993 to reflect the time extension offered by DHEC. We have reviewed the original information prepared regarding the vertical expansion and offer the following.

The vertical expansion application prepared by HDR was submitted to DHEC for approval on March 19, 1993. The intent of the vertical expansion, per DHEC requirements at the time, was to provide adequate air space to allow the facility to last until approximately October 9, 1995, at which time the County would be required to place waste in a lined, Subtitle D facility. Subsequently, the County identified that it was desirable to ask DHEC to take no action regarding the vertical expansion application, and instead continue filling under the original permitted contours prepared by Schumacher Engineering Services around 1973. It is our understanding that DHEC agreed with this request, and therefore no action was taken regarding the vertical expansion permit application.

The key aspect in revising the vertical expansion permit application is to ensure that adequate volume is provided under the vertical expansion contours to last until the new February 1997 date. In an effort to assess this, HDR recently reviewed the volume computations prepared during preparation of the original application in March 1993. Since the original application was prepared, Oconee County has installed a truck scale so that actual tonnages are recorded in lieu of the cubic yard estimates used previously. The truck scale data indicates that the actual tonnages received at the Seneca landfill are approximately 35% less than the tonnages estimated based on cubic yard intake.

HDR recalculated the vertical expansion life expectancy using the new, lower tonnages reported by the scale data, and we find that it is possible that the air space provided by the original vertical expansion permit application is adequate to last until February 1997.

HDR Engineering, Inc.

Suite 1400
128 S. Tryon Street
Charlotte, North Carolina
28202-5001

Telephone
704 338-1800

Mr. Norman Crain
June 13, 1994
Page 2

However, the accuracy of the calculation is very questionable, because of several reasons. Firstly, the existing topographic information used by HDR in preparing the original permit application was taken from the Seneca Landfill Closure/Post-closure Plan prepared by Metro Engineering Consultants in April of 1992. The topographic survey was over one year old at the time the vertical expansion permit application was prepared. Since the survey is over two years old now, small inaccuracies in the computations can yield a large error in the actual remaining airspace today. Secondly, in computing landfill volume calculations, assumptions must be made as to the density of the waste placed in the landfill and the percentage of soil which takes up landfill air space as daily and intermediate cover. These ratios and densities can vary greatly from landfill to landfill.

Recommendations

Based on the information cited above, HDR recommends that the County do the following:

1. Update the topographic survey information in the area denoted on the attached drawing.
2. With the updated survey information, HDR will recheck the volume calculations to determine if the air space in the original vertical expansion permit application is indeed adequate to last until February 1997.
3. If the volume appears adequate, HDR will simply update the computations and numerical information contained in the vertical expansion application to reflect the new date and resubmit the package to DHEC for review.

If the volume calculations indicate that the air space provided by the original contours is not adequate to last until February 1997, HDR will perform Item 4 below in lieu of Item 3 above.

4. HDR will revise the vertical expansion contours to provide the required air space. This work will include revision of all drawings including plan views and cross-sections, and an update of the numerical information contained in the application to reflect the new date. The revised application would then be submitted to DHEC for review.

If the County agrees with the approach above, that the cost of the work exclusive of the surveying cost, is estimated to be as follows:

Mr. Norman Crain
June 13, 1994
Page 3

Option 1

Original air space is adequate (Best Case) \$2,700.00

Option 2


Original air space is not adequate, requiring
revision to all plan sheets (Worst Case) \$3,800.00

Since the revision to the vertical expansion application package is a result of the regional landfill effort, HDR could, if reasonable to the County, perform the work on a per diem basis, under Purchase Order 29760, with a not-to-exceed fee of \$3,800.00.

HDR is available to discuss the information presented above with the County at any time.

Respectfully submitted,

HDR Engineering, Inc.



Joseph C. Readling, P.E.
Project Engineer

ICR/nct

Attachments

cc: Marianne Dillard
Jack Hirst

June 17, 1994

HDR

Ms. Marianne Dillard
Oconee County Purchasing Agent
208 Booker Drive
Walhalla, South Carolina 29691

Re: Survey Requirements for Vertical Expansion
at Seneca Landfill
HDR Project No. 7488-001-018

Dear Marianne:

Attached please find a map of the Seneca Landfill indicating the area in which the contour information needs to be updated so that we can complete a revision to the vertical expansion application. We request that the following information be provided with the survey if possible:

- 5-foot contour interval with all contour elevations labeled.
- 10-foot index contour (contour whose elevations are multiples of 10 feet).
- Establish one permanent benchmark of known elevation, preferably measured from a U.S. Geologic benchmark. The horizontal location of the benchmark needs to be tied down to some physical feature which will help us to orient the new survey with the old survey, such as the centerline of a roadway.
- Location, size, and inverts of any drainage structure.
- Location of access road.
- Boundary of current filling area.
- Location and top of casing elevation of the on-site monitoring wells.
- Spot elevations as necessary to provide adequate topographic detail, locations of buildings, or miscellaneous structures.

It is preferred that the surveying information be provided to us on 3½-inch floppy disk with 1.44 MB density in a format that can be interpreted by AutoCAD, Release 12. It is also important that the surveyor try to fit the new contours into the old contours as shown in attached drawing to avoid any discontinuity in the topographic lines.

If you have any questions regarding this request, please call me. I would also like to coordinate this information with the surveyor prior to his starting the work.

Sincerely,

HDR Engineering, Inc.



Joseph C. Readling, P.E.
Project Manager

JCR/nct

cc: Jack Hirst

HDR Engineering, Inc.

Suite 1400
128 S. Tryon Street
Charlotte, North Carolina
28202-6001

Telephone
704 338-1800

Fax Sheet



Date 6.17.94

Number of Pages (includes cover page) 2

Message To

Authorization Code _____ Project # _____

Name Marianne Willard Telecopy # 203 638 4142

Firm _____

City _____ State _____

If you do not receive all of the pages, please call (704) 338-1800 as soon as possible

From

Name Joe Beadling

Message Hard copy to follow!

HDR Engineering, Inc. Suite 1400
128 S. Tryon Street
Charlotte, North Carolina
28202-5001

Telephone (704) 338-1800
FAX (704) 338-6760

Sent by _____
Time Sent _____