

RESOLUTION NO.: R-2008-034

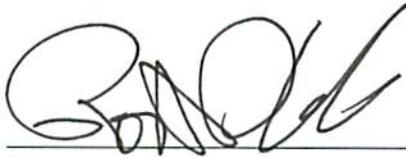
Ratifying and authorizing the City Manager to execute the final draft of the Intergovernmental Agreement (Detention Facility Services) between the City of Columbia and Richland County

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 9th day of July, 2008, that the final draft of the Intergovernmental Agreement (Detention Facility Services) between the City of Columbia and Richland County, a copy of which is attached hereto and incorporated herein by reference, was approved by City Council on June 25, 2008 and is hereby ratified and the City Manager is authorized to execute same.

Requested by:

City Manager _____



Mayor

Approved by:



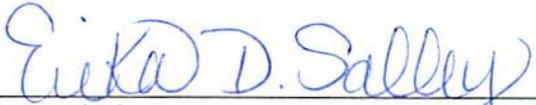
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 7/9/2008
Final Reading: 7/9/2008



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)

THIS AGREEMENT entered into this 30 day of June, 2008, is by and between the City of Columbia ("City"), and Richland County, South Carolina ("County").

RECITALS

WHEREAS, the County and City Councils desire to provide adequate detention facilities for the detainees and/or sentenced individuals of the County; and

WHEREAS, the parties desire to provide the safest and most cost efficient detention system for the citizens of Richland County; and

WHEREAS, the Alvin S. Glenn Detention Center is the County detention facility; and
WHEREAS, Columbia is using and desires to continue using the detention services of the Alvin S. Glenn Detention Center; and

WHEREAS, the County incurs considerable costs in providing detention services for the detainees and/or sentenced individuals; and

WHEREAS, S.C.Code Ann. Section 4-9-40 provides that "any county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters,"; and

WHEREAS, S.C. Code Ann. Section 24-3-30(a) states that "a county or municipality, through mutual agreement or contract, may arrange with another county or municipality or a local regional correctional facility for the detention of its prisoners,";

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

1. Detention Services

The County agrees to provide detention services at the Alvin S. Glenn Detention Center for all persons arrested and transported to the Alvin S. Glenn Detention Center by the City. All

City arrestees shall be processed and housed under the rules, regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center. County shall provide the City with a copy of the rules regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center and any subsequent amendments thereto for informational purposes only.

2. Daily Maintenance Fee.

The City agrees to pay a daily maintenance fee of twenty-five and no/100 (\$25.00) dollars per arrestee/per day detained for use of the detention services of the Alvin S. Glenn Detention Center, which fee shall be used by the County to offset any costs associated with such use, which shall include, but not be limited to the costs associated with the housing, feeding, clothing, medical care, and supervision of detainees, arrestees, inmates, and/or prisoners. The daily maintenance fee will not be assessed if the arrestee is released prior to being included in any first head count performed by detention center staff. Assessment of the daily maintenance fee will commence when the arrestee is first included in any head count performed by detention center staff. A day detained is defined as each twenty-four (24) hour period, or any portion thereof, after the initial head count of the arrestee.¹ Upon signature of this agreement all previous per diem fees, claimed to be owed by the City to the County and disputed by the City, will be waived. No fee shall be assessed for those individuals arrested by the Richland County Sheriff's Department, nor for any individual charged with a General Sessions Court offense.

3. Payment of Fee.

The County shall invoice the City for services quarterly. If the County does not receive payment in full within sixty (60) days from the date of the receipt of the invoice, a five (5%) percent late fee shall be assessed.

4. Adjustment of Fee Amount.

The County reserves the right to adjust the amount of the per diem fee at any time during the course of this agreement if, due to the enactment of any state, local, or federal legislation, or for

¹ Example: An arrestee is delivered to the Alvin Glen Detention Center at 2:00 o'clock a.m. The head count occurs at 5:00 o'clock a.m. If the arrestee is released at any time prior to 5:00 o'clock a.m. the next day, the City would pay for one day. If the arrestee is released after 5:00 o'clock a.m. the next day, the City would pay for two days. The per day detained would be each twenty-four (24) hour period or portion thereof from 5:00 o'clock a.m. until 5:00 o'clock a.m. the next day.

any other reason, the operating costs of the Alvin S. Glenn Detention Center increase. The adjustment of the fee shall be solely for the purpose of recouping such operating costs.

Upon any fee adjustment, the County shall notify the City in writing at least ninety (90) days prior to the end of the County's then current fiscal year. Any new fee schedule shall take effect on July 1 of the fiscal year following notification to the City.

5. Term.

This agreement shall be in effect for a period of five (5) years and shall automatically be extended for additional five (5) year terms unless either party gives written notice of intent to terminate at least one (1) year prior to the expiration of each such five (5) year term.

6. Breach.

In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

7. Waiver.

The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

8. Notice.

Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
Attention: City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Columbia City Attorney
Post Office Box 667
Columbia, SC 29201

Written notice to the County shall be made by placing such notice in the United States Mail,
Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
Attention: County Administrator
Post Office Box 192
Columbia, SC 29202

9. Entire Agreement and Amendment.

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

10. Controlling Law

This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

11. Severability.

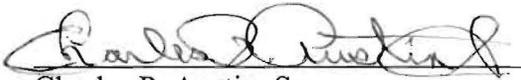
If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

12. Captions and Headings.

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 30 day of June, 2008, set our hand and seal hereon.

CITY OF COLUMBIA


Charles P. Austin, Sr.
City Manager

WITNESSES:

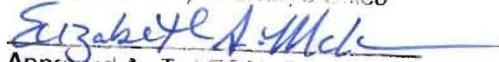



RICHLAND COUNTY


J. Milton Pope
Richland County Administrator

WITNESSES:




Richland County Attorney's Office

Approved As To LEGAL Form Only.
No Opinion rendered As To Content.