



Administration and Finance Committee

Joyce Dickerson	Paul Livingston	Greg Pearce (Chair)	Jim Manning	Kelvin Washington
District 2	District 4	District 6	District 8	District 10

December 15, 2015 - 6:00 PM

2020 Hampton St.

Call to Order

Approval of Minutes

- 1 Regular Session: November 24, 2015 [PAGES 4-8]

Approval of Agenda

Items for Action

- 2 Changes to Policy on Requiring Employees to Sign Documents [PAGES 9-14]
- 3 Motion to Increase the Daily Inmate per Diem for Applicable Jurisdictions [PAGES 15-47]

Items Pending Analysis: No Action Required

- 4 Council member Jackson's Motion Regarding Hourly Rates for Transportation Engineers and Part-time Interns [PAGE 48]

Adjournment



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

ADMINISTRATION & FINANCE COMMITTEE

November 24, 2015
6:00 PM
County Council Chambers

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building

CALL TO ORDER

Mr. Pearce called the meeting to order at approximately 6:02 PM

APPROVAL OF MINUTES

Regular Session: October 27, 2015 – Mr. Livingston moved, seconded by Ms. Dickerson, to approve the minutes as amended. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. McDonald requested the items under “Items Pending Analysis” be moved to action items.

Mr. Washington inquired if there was backup material for the items.

Mr. Madden stated staff’s review of the items was not completed in time to be included in the agenda packet. The backup material will be included in the Council agenda packet.

Ms. Dickerson moved, seconded by Mr. Livingston, to adopt the agenda as amended. The vote in favor was unanimous.

ITEMS FOR ACTION

Council-Administrator Form of Government Training: Council Rule Amendment; Disciplinary Policy for Employees – Mr. McDonald stated the Committee requested the current language in the policy about the chain of command, which states “Richland County encourages employees to know and utilize their respective chain of command.” It is staff’s understanding, Mr. Malinowski would like to strengthen the language of the policy.

Mr. Malinowski stated the following statement details his intent. “Additionally, as it pertains to the communication between employees and Council members the policy states the following: Any employee who is also a citizen of Richland County shall be allowed to communicate non-employment related inquiries or complaints to his/her County Council member without interference, restraint, coercion, discrimination, or



Council Members Present

Greg Pearce, Chair
District Six

Joyce Dickerson
District Two

Paul Livingston
District Four

Kelvin E. Washington, Sr.
District Ten

Others Present:

Bill Malinowski
Norman Jackson
Julie-Ann Dixon
Damon Jeter
Torrey Rush
Tony McDonald
Sparty Hammett
Warren Harley
Brandon Madden
Michelle Onley
Larry Smith
Roxanne Ancheta
Daniel Driggers
Monique McDaniels
Kim Roberts
Geo Price
Chad Fosnight
Cheryl Patrick
Janet Claggett
Tracy Hegler

reprisal from the employee's department head or supervisors, or having his/her employment jeopardized in any manner. For employment related issues, employees should follow their designated chain of command." It is a matter of Council members advising employees to follow the chain-of-command. If the employee is not satisfied with the outcome after following the chain-of-command, then speak with the County Council.

Ms. Dickerson does not feel that Council should close-minded or closed to any employee. Council should have enough integrity to know when it is something an employee should not be talking with a Council member about.

Mr. Washington is concerned with equal application of disciplinary action (i.e. signing of documents).

Mr. Washington moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to accept as information. The vote in favor was unanimous.

Changes to Policy on Requiring Employees to Sign Documents – Mr. McDonald stated the intent of the motion is to change the current policy to require employees who have received disciplinary action sign the documentation related to the action. The purpose for having the employee sign the documentation is: (1) to have proof the employee has seen the disciplinary action; and (2) to provide proof the supervisor has provided the documentation to the employee. There is a statement on the disciplinary action form the employee is required to sign, which states the signature on the form does not indicate the employee agree with the action. There is also a space to provide a rebuttal if the employee chooses.

Mr. Manning moved, seconded by Ms. Dickerson, to defer to the December committee to allow staff to provide the committee with a copy of the disciplinary action form. The vote in favor was unanimous.

Council member Jackson's Motion Regarding Hourly Rates for Transportation Engineers and Part-time Interns – Mr. Perry stated some of the confusion was when the contract was drawn up by the attorneys it included the 2.87 overhead multiplier in the rates. (i.e. the Program Manager would actually make \$81/hr. and not \$233/hr.)

The only time these rates would apply is if the County decided to give additional work to the Program Development Team. There is also language in the contract that states both sides have to mutually agree to a change in scope.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council with a recommendation to accept as information.

Mr. Jackson stated the PDT contract provided to Council did not make it clear there was a 2.87 multiplier attached to the rates.

Mr. Jackson requested documentation of how much the part-time interns are being paid per hour.

Ms. Dickerson requested the document Mr. Jackson is referring to so she can compare it to the information in the committee packet.

Mr. Perry stated he is the contract manager for the PDT contract. The PDT submits a monthly invoice. The invoice is compared to the agreement to decide if it is a reasonable charge. The contract is not a costs plus contract. The contract is a \$6,020,000 a year lump sum contract.

Administration & Finance Committee
Tuesday, November 24, 2015
Page Three

Mr. Washington inquired if the exhibit included in the agenda packet was attached to the contract the PDT signed.

Mr. Perry replied in the affirmative.

Mr. Washington inquired if there was an assumption this is what the employees would be paid. If so, does the County have to adhere to the numbers in the exhibit?

Mr. Smith stated he would have to review the contract and not just the exhibit.

Mr. Washington feels the numbers in the exhibit are exorbitant for overhead.

Mr. Washington made a substitute motion, seconded by Mr. Livingston, to defer this item until the December Committee meeting to allow Legal time to review the contract. The vote in favor was unanimous.

Consulting and Representation Services – Disaster Recovery RFP – Mr. Pearce stated the request from staff is not take this up tonight because the evaluations have not been completed. The request is to forward it to the December 8th Council meeting without a recommendation.

Mr. Livingston moved, seconded by Ms. Dickerson, to forward to Council without a recommendation to the December 8th Council meeting.

Mr. Washington inquired as to when the evaluations will be completed and the results forwarded to Council members.

Ms. Patrick stated she received 13 bids/proposals on November 16th. The bids were distributed to the evaluation team on November 17th. The scoring proposals are due to Ms. Patrick on December 2nd. At that time, she will enter the data into a spreadsheet. Once the data has been entered into the spreadsheet it will be provided to Council.

Mr. Washington inquired if the evaluation team were County employees.

Ms. Patrick stated the evaluation team is comprised of 3 County employees.

Mr. Washington inquired if the recommendation will be to select one consultant.

Ms. Patrick stated this RFP is all encompassing for disaster related recovery. The recommendation is typically for one firm. You would not want the firms to cross over each other when they are trying to do FEMA related reimbursements.

Mr. Jeter inquired if the firm is to only be responsible for the unincorporated portion of Richland County.

Mr. McDonald stated the City of Columbia is doing its own recovery efforts and they have hired a similar firm to the same thing for the City. The other municipalities (i.e. Town of Eastover, Blythewood, Arcadia Lakes, etc.) have been taken under the County's umbrella for recovery.

Mr. Jackson inquired if the County is incorporating anything from the Tennessee trip into the recovery plan.

Mr. Harley stated the Tennessee personnel encouraged the County to utilize multiple contractors with regard to debris removal.

Ms. Dickerson stated Tennessee's form of government and the County's form of government are vastly different, which makes a difference when trying to coordinate projects.

Mr. Washington inquired if the scope for the consultant covered the social aspects discussed in Tennessee or is it just technical.

Ms. Patrick stated it is an all-encompassing disaster-related recovery services RFP.

Mr. Washington stated the technical aspects will take care of themselves, but the County is going to have to have a team out there to handle the social aspects.

Ms. Patrick stated the RFP is for long-term in case there is another disaster that occurs in Richland County.

Mr. Washington inquired if the RFP can be utilized to go back and choose a company to concentrate on a specific area.

Ms. Patrick stated the possibility can be researched, but she cannot say for certain that can be done. The debris removal plan will be the next matter to come forward.

The vote in favor was unanimous to forward this item to the December 8th Council meeting without a recommendation.

Richland County Sheriff's Department Victims of Crime Act Special Solicitation Grant; Equipment Only; 20% match – Mr. Pearce stated this item is a Victim's Assistance grant. There is a small match of \$14,480 required.

Mr. McDonald stated the \$14,480 would come from the grant match account in the budget.

Ms. Dove stated there are no positions attached to the grant. The grant is strictly for equipment.

Mr. Livingston inquired if there are any recurring costs.

Ms. Dove replied this is a one-time expenditure for equipment.

Ms. Dickerson moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the request to accept the Victims of Crime Act-Special Solicitation grant, if awarded, to fund equipment, training costs and supplies for the Richland County Sheriff's Department Victims Service Unit to further support citizens, specifically victims of crime. The total amount of grant funding applied for is \$72,400, which includes a 20% grant match of \$14,480. The vote in favor was unanimous.

Decker Center Change Order #1 – Mr. Fosnight stated the request is to allow the use of contingency funds in the project. There was \$31 million approved for the project and due to construction bids coming in lower than anticipated there is a contingency fund set up in the project. There are a total of 9 change orders due to some unforeseen conditions related to the project.

In most cases there is a contingency set up in the construction contract. In the case of this project, there is a contingency set up for the project but not specifically for the construction contract.

Mr. Livingston requested a list of the change orders prior to this item coming to Council.

Mr. Fosnight stated the change orders are a part of the ROA that will be included in the Council agenda.

Mr. Washington requested an example of the change orders.

Mr. Fosnight stated there was unsuitable soil underneath one of the exterior staircases that was being built. All of the soil had to be excavated out and replace it.

Mr. Fosnight stated the total for the change orders is \$54,000.

Mr. Rush cautioned staff regarding change orders.

Mr. Fosnight stated some of the change orders were County initiated, but the majority are due to unforeseen conditions. As far as being cognizant of the change orders, there are a number of different levels of review before it is deemed necessary.

Mr. Jeter inquired about the amount of the contingency.

Mr. Fosnight stated it is 2% of the construction costs or approximately \$2 million.

Mr. Washington moved, seconded by Ms. Dickerson, to forward to Council with a recommendation for approval. The vote was in favor.

Magistrates, Authorization of Negotiation of Purchase Contract for 144 O'Neil Ct. and 4913 North Main St properties – Mr. Washington stated these are properties the county is looking to negotiate on for locating two of the magistrates that are currently either in rental space (Upper Township) or no location at all (Dentsville). The funding is available in the bond issuance.

Mr. Livingston inquired if the portion of O'Neil Ct. that flooded is the location being considered.

Mr. McDonald replied it was not.

Mr. Manning moved, seconded by Ms. Dickerson, to forward to Council without a recommendation. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:53 PM.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

Richland County Council Request of Action

Subject:

Changes to Policy on Requiring Employees to Sign Documents

Report of Disciplinary Action



EMPLOYEE NAME _____ DEPARTMENT NAME _____
 JOB TITLE _____ EMPLOYEE # _____ DATE _____
 STATE SPECIFIC POLICY, LAW AND/OR INFRACTION THAT HAS OCCURRED.

DETAILED SUMMARY OF INCIDENT OR DISCIPLINARY ACTION:

(If more space is needed, please attach all supporting documentation on additional sheets.)

THE ORIGINAL FORM SHALL BE SENT TO HUMAN RESOURCES TO BE REVIEWED, PROCESSED, AND FILED IN THE EMPLOYEE’S PERSONNEL FILE. THE DEPARTMENT HEAD IS RESPONSIBLE FOR ASSURING THE EMPLOYEE RECEIVES A COPY OF THIS FORM (WHEN THEY SIGN IT) AND RELEVANT ATTACHMENTS.

ACTION:

- COUNSELING NOTICE
- OFFICIAL REPRIMAND
- PROBATION FROM: _____ TO: _____
- SUSPENSION FROM: _____ TO: _____
- DEMOTION
- TERMINATION EFFECTIVE DATE: _____
- OTHER DISCIPLINARY ACTION: _____

RECOMMENDATION/APPROVAL BY:

 Supervisor’s Signature Date

 Manager’s Signature Date

 Department Head’s Signature Date

I HAVE READ THIS REPORT AND UNDERSTAND THE DISCIPLINARY ACTION OUTLINED. IF I AM A REGULAR EMPLOYEE, I UNDERSTAND THAT I HAVE THE RIGHT TO FILE A GRIEVANCE REGARDING THIS ACTION, IF DONE SO WITHIN FOURTEEN DAYS FROM THE DATE OF NOTIFICATION OF THIS ACTION. I UNDERSTAND THAT I MAY CONTACT THE OFFICE OF HUMAN RESOURCES FOR GRIEVANCE INFORMATION, IF NECESSARY. I UNDERSTAND THAT FAILURE TO SIGN FOR RECEIPT OF FORM MAY RESULT IN FURTHER DISCIPLINARY ACTION. MY SIGNATURE DOES NOT INDICATE AGREEMENT WITH THE CONTENTS, BUT ACKNOWLEDGES REVIEW AND RECEIPT OF DISCIPLINARY ACTION.

Employee Comments: (Employee may make additional comments on additional sheets if needed)

 Employee Signature (Date)

 Human Resources Director (Date)
 (Review)

 County Administrator (Date)
 (Approval)

FORWARD TO HRD

Revised 12/15/04

Richland County Council Request of Action

Subject: Changes to Policy on Requiring Employees to Sign Documents

A. Purpose

County Council is requested to consider Mr. Jackson's motion to review the County's Human Resources policy on requiring employees to sign documents.

B. Background / Discussion

At the September 8, 2015 Council meeting, Mr. Jackson brought forth the following motion:

“Review HR policy on any subjection to violate employees’ civil rights. Example signing documents or be fired except memos. There should be other means showing employees receipt of document such as witness noting refusal to sign”

Pursuant to this motion, the Human Resources Department has prepared possible changes to the Richland County Employee Handbook regarding disciplinary actions taken on employees who do not sign official County documents (page 39 of the Employee Handbook) and the process to document that employees were informed and employees were provided documents.

The current County's policy, located on page 39 of the Richland County Employee Handbook, and which was recommended by outside HR legal counsel, and therefore does not violate an employee's civil rights, is as follows:

Performance Evaluations

The County may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that he/she has been made aware of it. While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because he/she receives a favorable evaluation.

Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and Department Head must submit terminations to the County Administrator for review. Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document.

If an employee refuses to sign the document he/she will be relieved of duty without pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled work-day, he/she will be presumed to have resigned and will be separated from the payroll.

The optional changes are as follows:

Performance Evaluations Appraisals

The County may periodically conduct oral or written evaluations of employees' performance. Employees must sign written **evaluations-performance appraisals**. The employee's signature does not necessarily indicate agreement with the contents of the **evaluations-performance appraisals**, only that he/she has been made aware of it. **If an employee refuses to sign their performance appraisal, they may write "I refuse to sign" on the document and sign and date under their written refusal to sign. If the employee refuses to write a note and sign, the supervisor and a witness can sign and document the employee refused.** While favorable performance **evaluations appraisals** may be a factor in determining wage increases, no employee is entitled to a wage increase because he/she receives a favorable **evaluations performance appraisal**.

Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE. Supervisors and Department Head must submit terminations to the County Administrator for review. Employees must sign counseling memoranda, policy statements, performance **evaluations appraisals** and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document. ~~If an employee refuses to sign the document he/she will be relieved of duty without pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled work-day, he/she will be presumed to have resigned and will be separated from the payroll., they may write "I refuse to sign" on the document and sign and date under their written refusal to sign. If the employee chooses not to sign or document that they refuse to sign, a witness will be called in to certify that the employee reviewed the appropriate document but refused to sign.~~

C. Legislative / Chronological History

September 8, 2015 – Mr. Jackson made the following motion at the Council meeting:
"Review HR policy on any subjection to violate employees' civil rights. Example signing documents or be fired except memos. There should be other means showing employees receipt of document such as witness noting refusal to sign"

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Consider Mr. Jackson’s motion and approve the suggested changes to the Richland County Employee Handbook as outlined above.
2. Consider Mr. Jackson’s motion and modify the suggested changes to the Richland County Employee Handbook
3. Consider Mr. Jackson’s motion and do not proceed with making any changes to the Richland County Employee Handbook.

F. Recommendation

This is a policy decision for Council.

Recommended by: Norman Jackson
 Department: County Council
 Date: 9/8/2015

F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 10/22/15
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

No recommendation because this is a policy decision for Council with no financial impact.

Human Resources

Reviewed by: Dwight Hanna Date: 10/23/15
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Council's discretion because this is a policy decision. However, it is very important and beneficial to the employee that all employees are clearly informed of serious disciplinary actions and/or potential of termination for not signing a document. In addition, it is important the County is able to provide clear documentation if requested that the employee was informed about actions such as but not limited to disciplinary actions. The current policy was proposed by outside legal counsel. There are two main purposes of the current policy. One is to ensure the employee is made aware of the action and reason for the action. The other main purpose is to document the County has complied with the obligation to inform the employee of the action.

In an effort to address the concerns raised, the County could request departments either use the County's Disciplinary Action Form which includes clear language that the employee's signature does not mean agreement. And in cases where the department does not use the County's Disciplinary Action Form we can request departments use the language from the County's Disciplinary Action Form if employees are requested to sign documents and it is possible disciplinary action will be taken if the employee does not sign.

Legal

Reviewed by: Elizabeth McLean

Date: 11/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Please see attached opinion by outside labor counsel. This office agrees with the legal conclusions of outside counsel; however, the application of the policy, if inconsistent, could change that conclusion. The opinion assumes that each employee is told that signing does not mean they agree with the document and they are told that they can attach a separate document reciting their version of events. Again, policies must be applied consistently and the discipline should be proportionate to the offense.

Administration

Reviewed by: Roxanne Ancheta

Date: November 17, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision of Council. Any changes recommended by Council should be vetted by appropriate legal counsel. As previously stated, the County's current policy was recommended by outside HR (labor) legal counsel, and does not violate an employee's civil rights.

Richland County Council Request of Action

Subject:

Motion to Increase the Daily Inmate per Diem for Applicable Jurisdictions

Richland County Council Request of Action

Subject: Motion to Increase the Daily Inmate per Diem for Applicable Jurisdictions

A. Purpose

County Council is requested to consider Mr. Malinowski's motion to increase the daily inmate per diem for applicable jurisdictions at the Alvin S. Glenn Detention Center (Detention Center).

B. Background / Discussion

At the November 17, 2015 Council meeting, Mr. Malinowski brought forth the following motion:

“Motion to increase the daily inmate per diem for applicable jurisdictions at the Alvin S. Glenn Detention Center from \$25 / day to \$35 / day beginning July 1, 2016, and increasing \$10 each July 1 thereafter until reaching at least 95% of the current average daily cost per inmate. Once the rate has stabilized to reflect at least 95% of the actual daily costs, the per diem will automatically increase annually by the Consumer Price Index (CPI), as do other applicable Richland County taxes and fees. The current average daily cost per inmate is \$67.72. The current per diem provides only 37% of the daily cost, while increasing the per diem to \$35 in FY 17 would provide 52% of the daily cost. As a comparison, the County currently pays the City of Columbia a daily animal per diem of \$14 for animals housed at the animal shelter.”

The per diem fee for the Detention Center was established by Richland County ordinance 046-03HR for all governmental entities using the detention services of the Alvin S. Glenn Detention Center beginning on July 1, 2003 – see Appendix B of the attached ordinance.

In April 2008, Council approved entering into intergovernmental agreement with all governmental entities using the Detention Center, agreeing to the inmate per diem rate of \$25.

The County's per diem rate has not changed since it was implemented, pursuant to the aforementioned intergovernmental agreements, in 2008.

The per diem rates implemented in other Counties vary. However, the current daily inmate per diem rates for Florence and Greenville Counties are \$56 and \$56.47, respectively.

The County has per diem agreements with Benedict College, the Town of Cayce, the Town of Forest Acres, the Town of Irmo, University of South Carolina, Columbia College, the City of Columbia and the Town of Eastover – see attached agreements.

C. Legislative / Chronological History

Council motion brought forth by Mr. Malinowski at the November 17, 2015 Council meeting.

D. Financial Impact

Based on information gathered by the Detention Center, the potential impact of increasing the inmate per diem rate from \$25 to \$35 is outlined in the table below. Please note that this table is using FY15 revenues as an example.

Arresting Agency	Number Processed	Total Number of Prison Days	Per Diem Rate	Revenue FY 2014-15	Proposed Increase	Possible Increase	Total Proposed Revenue
CPD	5633	19262	\$25.00	\$481,550.00	\$35.00	\$192,620.00	\$674,170.00
Irmo	118	914	\$25.00	\$22,850.00	\$35.00	\$9,140.00	\$31,990.00
USC	510	1585	\$25.00	\$39,625.00	\$35.00	\$15,850.00	\$55,475.00
FAPD	282	891	\$25.00	\$22,275.00	\$35.00	\$8,910.00	\$31,185.00
Cayce	7	315	\$25.00	\$7,875.00	\$35.00	\$3,150.00	\$11,025.00
Totals				\$574,175.00		\$229,670.00	\$803,845.00

E. Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not increase the inmate per diem rate.

F. Recommendation

Policy decision for Council.

Recommended by: Councilmember Malinowski

Department: County Council

Date: November 17, 2015

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 12/4/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The request is a policy decision for Council. Based on the ROA, the proposed increase could generate approximately \$229k annually that could further off-set the cost incurred by the County.

Detention Center

Reviewed by: Ronaldo Myers

Date: 12/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Although the local municipalities pay portion of the daily cost of holding a detainee housed at the ASGDC, the County continues to bear the burden of detainees’ medical expense. Hospital stays are absorbed through the indigent cost funds – paid by Richland County; however, this does not cover outpatient

services some of the municipalities' detainees might incur. For FY 14/15 ASGDC spent in outpatient services was approximately \$300,000.00. Outpatient services cover doctor visit, dialysis and specialty clinics.

I recommended adding all municipalities pay for the outside cost for medical expenses. This could be billed separately.

Legal

Reviewed by: Elizabeth McLean

Date: 12/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The agreements with the municipalities state “the County reserves the right to adjust the amount of the per diem fee at any time during the course of the agreement if, due to the enactment of any state, local, or federal legislation, or for any other reason, the operating costs of the Alvin S. Glenn Detention Center increase.”

The decision whether to increase the per diem fees is a policy decision for Council. Such change should be undertaken by ordinance with such ordinance referencing the increase in costs to run the Alvin S. Glenn detention Center.

Administration

Reviewed by: Kevin Bronson

Date: 12/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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.


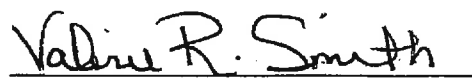
The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

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

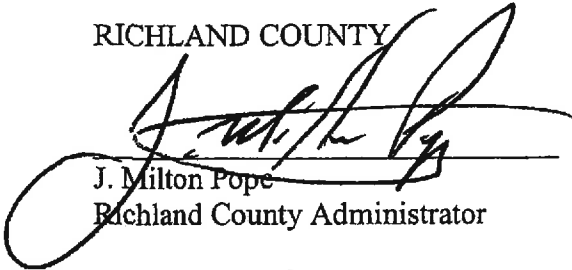
CITY OF COLUMBIA


Charles P. Austin, Sr.
City Manager



WITNESSES:

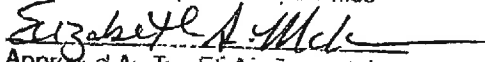
RICHLAND COUNTY


J. Milton Pope
Richland County Administrator

WITNESSES:

Richland County Attorney's Office


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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)**

THIS AGREEMENT entered into this 29 day of May, 2008, is
by and between the Town of Eastover ("Town"), and Richland County, South Carolina
("County").

RECITALS

WHEREAS, the County and Town 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, Eastover 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, Richland County ordinance 046-0311R established a fee for all
governmental entities using the detention services of the Alvin S. Glenn Detention Center
beginning on July 1, 2005; 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 Town arrestees shall be processed and housed under the rules, regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center.

2. Daily Maintenance Fee.

The Town agrees to pay a daily maintenance fee of \$25.00 per arrestee/per day detained, as according to ordinance 046-0311R, 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. Upon signature of this agreement all previous per diem fees 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 Offense.

3. Payment of Fee

The County shall mail an invoice for services quarterly. The Town has fifteen (15) days from the invoice date to remit payment to the County. If payment has not been received by the County within the allotted fifteen (15) day period, a 5% 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 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 Town in writing of new fees. The new fee schedule shall take effect immediately upon written notification to the Town. For the purposes of this section, notification shall be considered completed upon mailing of the notification

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. Amendment

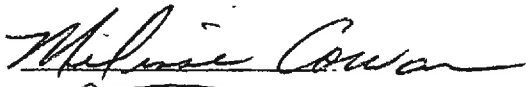
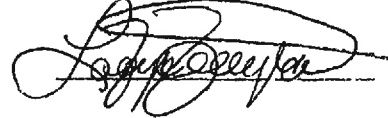
Any modification of this Agreement shall be in writing and signed by both parties

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 28 day of may, 2008, set our hand and seal hereon.

TOWN OF EASTOVER

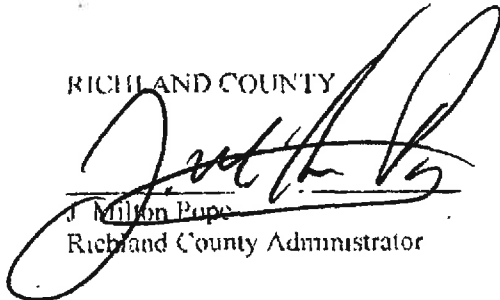
WITNESSES.

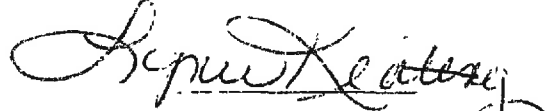
LEE FABER 
Mayor

RICHLAND COUNTY

WITNESSES:


J. Milton Pope
Richland County Administrator


Marissauellah

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)**

THIS AGREEMENT entered into this 27th day of May, 2008, is
by and between Columbia College ("College") and Richland County, South Carolina ("County").

RECITALS

WHEREAS, the County and the College 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 College 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, Richland County established a fee for all governmental entities using the detention services of the Alvin S. Glenn Detention Center beginning on July 1, 2003; 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 College. All College arrestees shall be processed and housed under the rules, regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center.

2. Daily Maintenance Fee.

The College agrees to pay a daily maintenance fee of \$25.00 per arrestee/per day detained, as according to ordinance 046-03HR, 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. Upon signature of this agreement, all previous per diem fees 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 Offense.

3. Payment of Fee.

The County shall mail an invoice for services quarterly. The College has fifteen (15) days from the invoice date to remit payment to the County. If payment has not been received by the County within the allotted fifteen (15) day period, a 5% 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 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 College in writing of the new fees. The new fee schedule shall take effect immediately upon written notification to the College. For

the purposes of this section, notification shall be considered completed upon mailing of the notification.

5. Term.

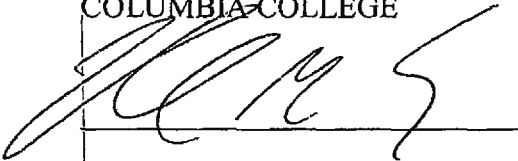
This agreement shall be in effect for a period of five (5) years and shall automatically be extended for additional five (5) year terms unless either party gives written notice of intent to terminate at least one (1) year prior to the expiration of each such five (5) year term.

6. Amendment.

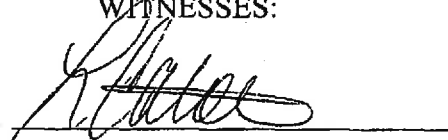
Any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 27th day of MAY, 2008, set our hand and seal hereon.

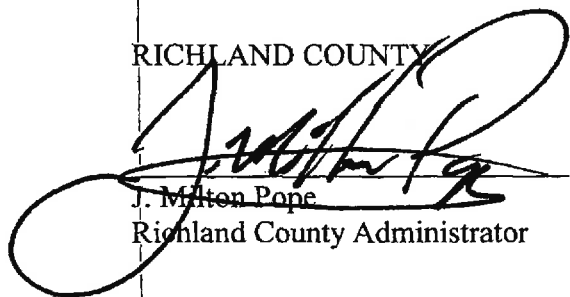
COLUMBIA COLLEGE



WITNESSES:

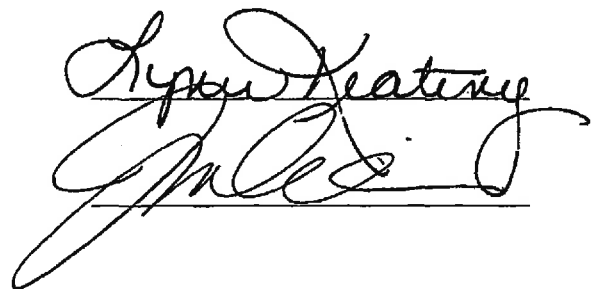


RICHLAND COUNTY



J. Milton Pope
Richland County Administrator

WITNESSES:



STATE OF SOUTH CAROLINA)

INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)

COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 2 day of June, 2008, is by and between University of South Carolina ("University") and Richland County, South Carolina ("County").

RECITALS

WHEREAS, the County and the University 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, the University of South Carolina 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, Richland County established a fee for all governmental entities using the detention services of the Alvin S. Glenn Detention Center beginning on July 1, 2003; 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 University. All University arrestees shall be processed and housed under the rules, regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center.

2. Daily Maintenance Fee.

The University agrees to pay a daily maintenance fee of \$25.00 per arrestee/per day detained, as according to ordinance 046-03HR, 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. Upon signature of this agreement, all previous per diem fees 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 Offense.

3. Payment of Fee.

The County shall mail an invoice for services quarterly. The University has fifteen (15) days from the invoice date to remit payment to the County. If payment has not been received by the County within the allotted fifteen (15) day period, a 5% 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 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 University in writing of the new fees. The new fee schedule shall take effect immediately upon written notification to the University. For the purposes of this section, notification shall be considered completed upon mailing of the notification.

5. Term.

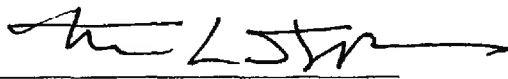
This agreement shall be in effect for a period of five (5) years and shall automatically be extended for additional five (5) year terms unless either party gives written notice of intent to terminate at least one (1) year prior to the expiration of each such five (5) year term.

6. Amendment.

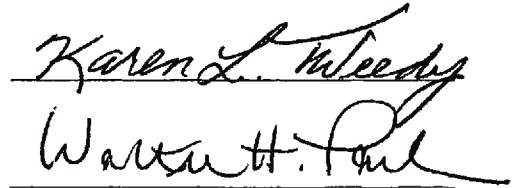
Any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 23rd day of
May _____, 2008, set our hand and seal hereon.

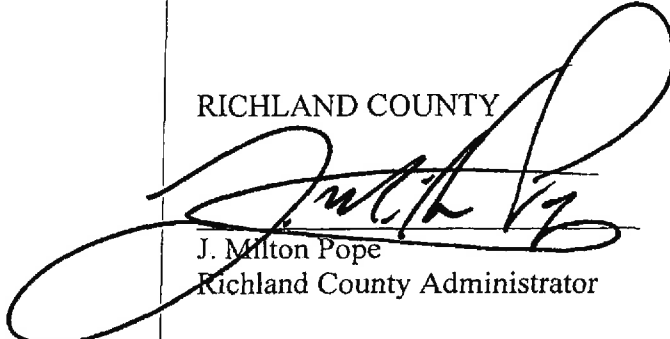
UNIVERSITY OF SOUTH CAROLINA



WITNESSES:

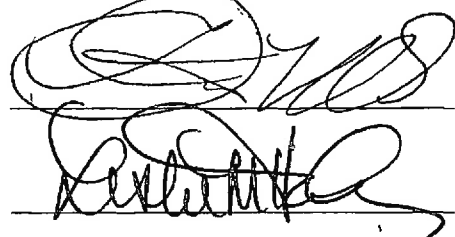


RICHLAND COUNTY



J. Milton Pope
Richland County Administrator

WITNESSES



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)**

THIS AGREEMENT entered into this 10 day of June, 2008, is
by and between the Town of Irmo ("Town"), and Richland County, South Carolina ("County").

RECITALS

WHEREAS, the County and Town 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, Irmo 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, Richland County ordinance 046-03HR established a fee for all governmental entities using the detention services of the Alvin S. Glenn Detention Center beginning on July 1, 2003; 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 Town arrestees shall be processed and housed under the rules, regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center.

2. Daily Maintenance Fee.

The Town agrees to pay a daily maintenance fee of \$25.00 per arrestee/per day detained, as according to ordinance 046-03HR, 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. Upon signature of this agreement all previous per diem fees 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 Offense.

3. Payment of Fee.

The County shall mail an invoice for services quarterly. The Town has fifteen (15) days from the invoice date to remit payment to the County. If payment has not been received by the County within the allotted fifteen (15) day period, a 5% 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 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 Town in writing of new fees. The new fee schedule shall take effect immediately upon written notification to the Town. For the

purposes of this section, notification shall be considered completed upon mailing of the notification.

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. Amendment.

Any modification of this Agreement shall be in writing and signed by both parties.

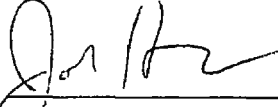
IN WITNESS WHEREOF WE THE UNDERSIGNED have this 10 day of June, 2008, set our hand and seal hereon.


TOWN OF IRMO



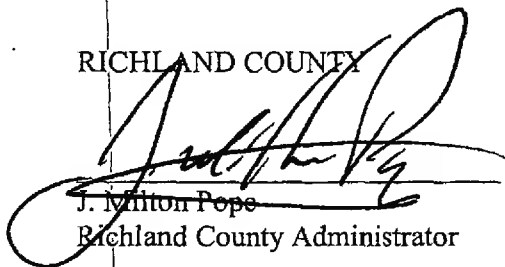
Mayor

WITNESSES:



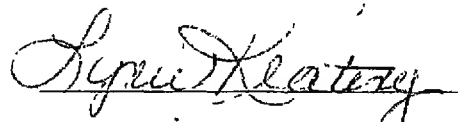


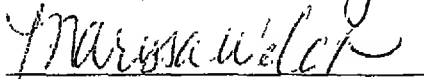
RICHLAND COUNTY



J. Milton Pope
Richland County Administrator

WITNESSES:





STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)

THIS AGREEMENT entered into this 30th day of June 2008, is by and between the City of Forest Acres ("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, City of Forest Acres 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⁽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 any other reason, the operating costs of the Alvin S. Glenn Detention Center increase. The adjustment of the fees 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

¹⁽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.

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 Forest Acres
Attention: City Administrator
5205 N Trenholm Rd
Forest Acres, SC 29206

With a copy to:
Lee Holloway
City Attorney
1712 St. Julian Place; Suite 101
Columbia, SC 29204

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

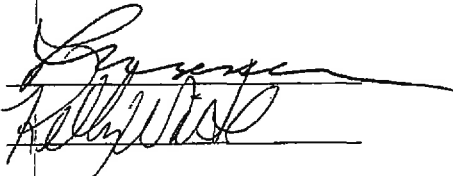
This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

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.

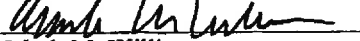
12. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope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

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

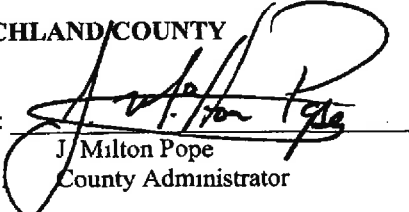
WITNESSES:



CITY OF FOREST ACRES

BY: 
Mark M. Williams
ITS. City Administrator

RICHLAND COUNTY

BY: 
J. Milton Pope
ITS. County Administrator



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
CITY OF CAYCE)

**INTERGOVERNMENTAL
AGREEMENT
Detention Facility Services**

THIS AGREEMENT entered into this 28th of August, 2008, is by and between the City of Cayce ("City"), and Richland County, South Carolina ("County").

RECITALS

WHEREAS, the County and the 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, the City of Cayce desires to use 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, Richland County ordinance 046-3-03HR established a fee for all governmental entities using the detention services of the Alvin S. Glenn Detention Center beginning on July 1, 2003; 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.

2. Daily Maintenance Fee.

The City agrees to pay a daily maintenance fee of \$25.00 per arrestee/per day detained, as according to ordinance 046-03HR, 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. Upon signature of this agreement all previous per diem fees will be waived. No fee shall be assessed for those individuals arrested by the Richland County Sheriff's Department, nor for any individuals arrested by the Richland County Sheriff's Department, nor for any individual charged with a General Sessions Offense.

3. Payment of Fee.

The County shall mail an invoice for services quarterly. The City has fifteen (15) days from the invoice date to remit payment to the County. If payment has not been received by the County within the allotted fifteen (15) day period; a 5% 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 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 of new fees. The new fee schedule shall take effect immediately upon written notification to the City. For the purposes of this section, notification shall be considered completed upon mailing of the notification.

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 terms.

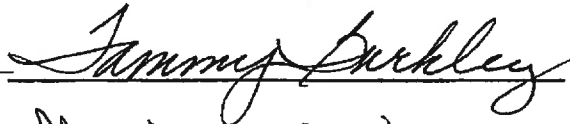

6. Amendment.

Any modification of this Agreement shall be in writing and signed by both parties
IN WITNESS WHEREOF, WE THE UNDERSIGNED have this 28th day of
August, 2008, set our hand and seal hereon.

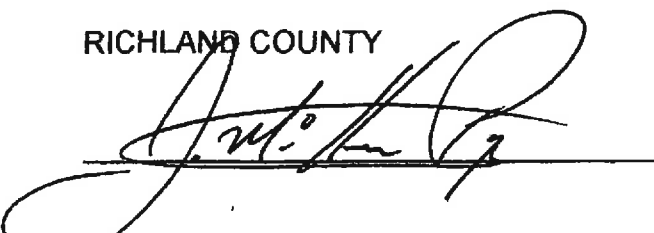
CITY OF CAYCE


City Manager



WITNESSES.

RICHLAND COUNTY


* see Attachment

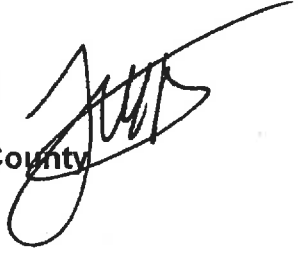
WITNESSES:

*** Attachment**

Final approval is contingent upon action by Richland County Council

This Agreement only applies to individuals arrested in the Richland County portion of the City of Cayce.

A handwritten signature in black ink, appearing to be 'J. Williams', is written over the text 'Richland County' in the second paragraph.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**INTERGOVERNMENTAL AGREEMENT
(Detention Facility Services)**

THIS AGREEMENT entered into this 16 day of June, 2008, is by and between Benedict ("College") and Richland County, South Carolina ("County").

RECITALS

WHEREAS, the County and the College 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, Benedict College 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, Richland County established a fee for all governmental entities using the detention services of the Alvin S. Glenn Detention Center beginning on July 1, 2003; 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 College. All College arrestees shall be processed and housed under the rules, regulations, policies, and procedures of Richland County and the Alvin S. Glenn Detention Center.

2. Daily Maintenance Fee.

The College agrees to pay a daily maintenance fee of \$25.00 per arrestee/per day detained; as according to ordinance 046-03HR, 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. Upon signature of this agreement, all previous per diem fees 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 Offense.

3. Payment of Fee.

The County shall mail an invoice for services quarterly. The College has fifteen (15) days from the invoice date to remit payment to the County. If payment has not been received by the County within the allotted fifteen (15) day period, a 5% 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 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 College in writing of the new fees. The new fee schedule shall take effect immediately upon written notification to the College. For the purposes of this section, notification shall be considered completed upon mailing of the notification.

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. Amendment.

Any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this 16 day of June, 2008, set our hand and seal hereon.

BENEDICT COLLEGE

WITNESSES:

Chief Raymond M. Beynon

Gregory Bellay
Brenda Elders

RICHLAND COUNTY

WITNESSES:

J. Milton Pope
J. Milton Pope
Richland County Administrator

Gregory Bellay
Brenda Elders

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2050
Fax: (803) 576-2137
TDD: (803) 748-4999

Office of the County Administrator



May 8, 2008

Mayor Leroy Faber
Town of Eastover
P.O. Box 3
Eastover, SC 29044

Dear Mayor Faber:

On June 5, 2003, Richland County Council approved a Per Diem Charge for agencies that house detainees at the Alvin S. Glenn Detention Center.

Beginning July 1, 2008, Richland County will re-authorize the Per Diem Fee to a Jail Maintenance Fee. The Jail Maintenance Fee will be assessed at a rate of \$25.00 per inmate, per day for all non-general sessions offenses up to 90 days. (this excludes arrests made by the Richland County Sheriff's Department)

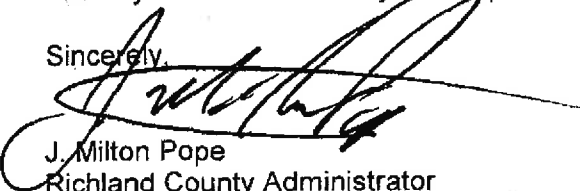
Furthermore, all users of the Alvin S. Glenn Detention Center must sign and return the attached Memorandum of Agreement prior to July 1, 2008.

A meeting will be held on May 14, 2008 from 8:00 to 9:00 AM in the 4th Floor Conference Room to answer any questions.

Richland County will invoice to your agency quarterly with a 30-day payable notice. The invoice will include the detainees name, booking date and number of days incarcerated.

Thank you in advance for your cooperation and I look forward to meeting with you next week.

Sincerely,


J. Milton Pope
Richland County Administrator
popem@rcgov.us
<http://www.richlandonline.com>
Enclosure

Richland County Council Request of Action

Subject:

Council member Jackson's Motion Regarding Hourly Rates for Transportation Engineers and Part-time Interns

Notes:

At the November A&F Committee meeting, the Committee deferred this item to a future Committee meeting. The County's Legal Department will review the language included in the Program Development Team contract as it relates to Exhibit E. Once the Legal Department completes their review, this item will be brought back to the Committee for review and action.