

Sumter County Ordinance No. 18-890

**An Ordinance to Approve
The Revised Sumter-Lee Regional Detention Center Contract**

WHEREAS, Sumter County Council has carefully considered all aspects of funding and operating the Sumter-Lee Regional Detention Center; and

WHEREAS, Sumter County Council has determined that it is in the best interest of the citizens of Sumter County that it maintain its relationship with Lee County Council regarding funding and operating the Sumter-Lee Regional Detention Center; and

WHEREAS, Sumter County Council has further determined that it is in the best interest of the citizens of Sumter County that the existing contract be revised to reflect changes which have occurred since the last contract was made with Lee County Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF SUMTER COUNTY, SOUTH CAROLINA, AT ITS REGULAR MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF:

That the attached Revised Sumter-Lee Regional Detention Center Contract between the Sumter County Council, Lee County Council is hereby approved by the Sumter County Council.

This Ordinance shall take effect upon third reading.

This Ordinance is done, ratified and adopted July 10, 2018.

THE COUNTY COUNCIL FOR SUMTER COUNTY,
SOUTH CAROLINA (SEAL)

BY: James T. McCain, Jr.

James T. McCain, Jr.

Its: Chairman

ATTEST:


Mary W. Blanding
Its: Clerk of County Council

First Reading: June 12, 2018.

Second Reading: June 26, 2018.

Third Reading and Adoption: July 10, 2018.

REVISED SUMTER-LEE REGIONAL DETENTION CENTER CONTRACT

WHEREAS, Sumter County and Lee County are legally obligated to provide detention centers for certain prisoners;

WHEREAS, Lee County has determined that the most economically feasible method for meeting its legal obligation is to house certain of the prisoners it is obligated to house in the Sumter-Lee Regional Detention Center and to contribute to the expansion, renovation, maintenance, and operation of the Sumter-Lee Regional Detention Center; and

WHEREAS, Sumter County has determined that the most economically feasible method for meeting its obligations to house its prisoners is with the fiscal support of Lee County in the expansion, renovation, maintenance, and operation of the Sumter-Lee Regional Detention Center;

NOW, THEREFORE, Lee County, by its duly constituted officials, and Sumter County, by its duly constituted officials mutually agree as follows:

1. Sumter County will house all Lee County prisoners, as designated by Lee County, at the Sumter-Lee Regional Detention Center (hereinafter "S-LRDC").
2. The Sumter-Lee Regional Detention Center shall be operated by the Sumter County Sheriff in accordance with an Agreement, the effective date of which is October 24, 2017. The Sumter County Sheriff shall appoint the Director of the S-LRDC and shall supervise his/her operation of the S-LRDC. The Sumter County Sheriff shall also have the sole power to terminate the appointment of the Director and to appoint his/her successor. All decisions concerning the scope and nature of capital projects relating to the S-LRDC, as defined below, shall be made by Sumter County, but Sumter County shall take into consideration such information and requests made by Lee County officials in making such decisions.
3. Lee County will contribute ten (10%) per cent of all costs of any capital projects related to the S-LRDC. These capital projects include, the expansion and renovation of the existing S-LRDC, the construction of a new S-LRDC, and any other future capital improvements to the S-LRDC.
4. The operating budget of the S-LRDC will be determined by Sumter County Council and such operating budget shall include the cost of Sumter County's obligation to transport Lee County prisoners under this agreement. A copy of the proposed annual operating budget shall be submitted to Lee County Council at least sixty (60) days prior to approval by the Sumter County Council in order to provide Lee County Council with the opportunity to provide input into the budget. Sumter County shall take into consideration such information and requests made by Lee County officials in determining the annual operating budget of the S-LRDC.

5. Until the end of the fiscal year ending June 30, 2018, Lee County will contribute and pay to Sumter County ten (10.09%) per cent of the annual operating budget of the S-LRDC. Beginning with the fiscal year beginning July 1, 2018, and every year thereafter, the responsibility of Lee County to contribute to the operating budget of the S-LRDC shall be based on the average percentage of Lee County detainees housed at the S-LRDC during the previous five fiscal years of the total average number of prisoners house at the S-LRDC during the previous five fiscal years, which shall be calculated on the basis of inmate days. However, the maximum increase or decrease for either county's contribution from one year to the next shall be one percentage point even if the number of inmate days for either county's detainees in any particular fiscal year exceeds one percent over the prior average of the past five fiscal years. The Director of the S-LRDC shall be responsible for keeping such records as may be necessary to make such determination and shall provide Lee County with a monthly tabulation of days for each county as well as the municipal days attributed to the City of Bishopville. In the event that the actual cost of operation of the S-LRDC exceeds the budgeted cost, Lee County shall pay to Sumter County its applicable percentage of the excess cost. Lee County shall make quarterly payments towards the operating cost of the S-LRDC within ten (10) days of receipt of an invoice from Sumter County. Any revenue generated by the S-LRDC shall also be shared by Sumter and Lee County on the same percentage basis as the operational expenses.

6. All costs of capital projects and the operating budgets of the S-LRDC, other than those assumed by Lee County under this agreement, shall be borne by Sumter County.

7. Each law enforcement agency in Sumter and Lee Counties shall be responsible for the initial transportation of a prisoner to the Correction Center, e.g. upon initial arrest of the prisoner. Thereafter the Sumter-Lee Regional Detention Center will transport such prisoners to and from such places in Lee County, or elsewhere, as necessary.

8. In the event Matching Grants are obtained for the benefit of the S-LRDC, each County shall be responsible for the matching funds in amounts proportional to the operating cost funding ratio in effect at the time the grant is secured.

9. The S-LRDC shall at all times keep full and accurate records of its actions and doings and of its receipts and expenditures. The receipts and expenditures of the S-LRDC shall be audited annually as part of the audit of Sumter County. A copy of the Sumter County audit report shall be provided to the administrator of Lee County. The records of the S-LRDC shall be at all times available for inspection by Lee County or its authorized representative. In addition, the Director of the Correction Center shall provide a quarterly statement of operations of the jail to Lee County.

10. Sumter County shall house all prisoners incarcerated at the S-LRDC in the legally required manner, in compliance will all applicable valid federal and State of South Carolina law. Sumter County assumes all liability for the operation of the jail.

11. In the event that the S-LRDC is unable to house a prisoner from either of the Counties, the Director of the S-LRDC shall make arrangements for the housing of such prisoner in suitable detention facilities elsewhere. The cost of housing such prisoner in a detention

facility elsewhere shall be considering an operating cost of the S-LRDC for purposes of this agreement.

12. There shall be a semi-annual meeting between the Lee County and Sumter County Administrators, the Sumter and Lee County jail administrators, and the Chairman of the Public Safety Committees for the respective counties for the purpose of discussing the operation of the jail. 13. Any disagreements regarding the construction of this agreement, and any complaints regarding the obligations of or the performance by either County under the agreement shall be submitted to a committee comprised of the Administrator of each County, the Chairperson of County Council of each County, and one member of the Public Safety Committee of each County. This committee shall meet at such time and place as designated by the Chairperson of Sumter County Council. The decisions of this committee regarding the matter before it shall be binding on each County.

14. The term of this agreement shall be thirty (30) years with an option to renew for an additional thirty (30) years. Each county shall notify the other no less than six months before the termination of the initial thirty year term of its decision whether to renew this agreement. Failure of either county to notify timely the other county shall constitute a forfeiture of the option. In the absence of a renewal, this agreement shall terminate on the last day of the fiscal year of the thirtieth year following the first day of the fiscal year beginning after the effective date of this agreement. The effective date of the agreement shall be July 1, 2018. Notwithstanding the foregoing, Lee County may terminate this contract effective at the end of the fiscal year of each county upon giving six (6) months notice to the Sumter County Council. Sumter County may terminate this contract effective at the end of the fiscal year of each county upon giving twenty-four (24) months notice to the Lee County Council or until such time as Lee County can construct a jail, not to exceed 48 months.

15. Lee County's 10% capital contribution funding obligations may be made in annual installments over a five year period, with no interest accruing, documented by a promissory note payable to Sumter County.

Lee County, South Carolina

BY: [Signature]
Chairman of Lee County Council

ATTEST

BY: [Signature]
Clerk to Council

Date: July 10, 2018

Sumter County, South Carolina

BY: [Signature]
Chairman of Sumter County Council

ATTEST

BY: [Signature]
Clerk to Council

Date: July 10, 2018

