

FILED  
OFFICE OF CLERK  
OF COURT

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2017-1449

2017 JUN 27 PM 3:00

COUNTY OF LANCASTER

CLERK OF COURT  
LANCASTER, SC

**AN ORDINANCE**

**TO AMEND ARTICLE CHAPTER 2, ARTICLE II, DIVISION 5 (PRISONER HOUSING FEES) OF THE LANCASTER COUNTY CODE OF ORDINANCES BY THE ADDITION OF SECTION 2-231(b) AND, FURTHER, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF LANCASTER THAT IS CONSISTENT WITH THE LANGUAGE AND PROVISIONS CONTAINED IN SECTION 2-231(b).**

**WHEREAS**, Lancaster County Council previously has adopted Ordinance No. 2013-1205 wherein various terms and conditions were established by Lancaster County for the housing and maintenance of a municipality prisoner being held in the county detention; and

**WHEREAS**, upon the recommendation of the Lancaster County Sheriff and the Lancaster County Administrator, Lancaster County Council has been advised of an alternative method and approach for establishing a fair and reasonable compensation to be paid to the county for this detention service provided to a municipality; and

**WHEREAS**, Lancaster County Council has reviewed the alternative method and has found the approach to be acceptable; and, further, Lancaster County has reviewed the attached Intergovernmental Agreement between the City of Lancaster and the County of Lancaster and find the Agreement's purpose to be consistent with the alternative method of compensation contemplated by this ordinance.

**NOW, THEREFORE**, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**Section 1. Determinations.**

- A. Section 2-231 of the present Lancaster County Code of Ordinances is amended so as to designate henceforth the existing Section 2-231 as Section 2-231(a);**
- B. Section 2-231(b) is added to Section 2-231 and shall read as follows – A municipality within the County of Lancaster shall have the option to negotiate with Lancaster County and its Sheriff in an effort to create and alternative arrangement whereby municipal prisoner housing fees may be set by a method other than the per diem rate noted heretofore. Should mutually acceptable terms and conditions be**

established, the contract shall be memorialized through an Intergovernmental Agreement approved by the two respective governmental bodies;

- C. Lastly, the Intergovernmental Agreement attached hereto and incorporated herein by reference as fully as if repeated verbatim herein between the City of Lancaster and the County of Lancaster is approved and adopted and the Administrator is authorized to execute the Agreement in behalf of the County.

**Section 2. Severability.**

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections or clauses shall not be affected.

**Section 3. Conflicting Provisions**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 4. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this 26<sup>th</sup> day of June, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

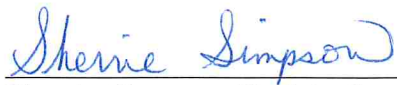


Steve Harper, Chair, County Council



Larry Honeycutt, Secretary, County Council

ATTEST:



Sherrie Simpson, Clerk to Council

First Reading: May 22, 2017

Second Reading: June 12, 2017

Third Reading: June 26, 2017

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF LANCASTER         )     INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the City of Lancaster, South Carolina, hereinafter referred to as the City, the County of Lancaster, South Carolina, hereinafter referred to as the County, and Barry S. Faile, the duly elected Sheriff of Lancaster County, South Carolina, hereinafter referred to as the Sheriff, pursuant to the authority of Article VIII, Section 13 of the Constitution of the State of South Carolina and Sections 4-9-30(3), 4-9-41, and 6-1-20 of the Code of Laws of South Carolina as amended.

RECITALS

WHEREAS, the City has temporary holding facilities for arrestees of the Lancaster Police Department and has performed booking and processing for these arrestees at its Municipal Justice Center, 405 East Arch Street, Lancaster, but has discontinued holding, booking, and processing arrestees at the Municipal Justice Center; and

WHEREAS, the Sheriff operates the Lancaster County Detention Center at 1941 Pageland Highway, Lancaster, where arrestees of all law enforcement agencies within the County of Lancaster are housed; and

WHEREAS, the Sheriff agrees to assume the duties of holding, booking, and processing arrestees of the Lancaster Police Department;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth below, the City, the County, and the Sheriff hereby agree as follows:



Persons arrested by the Lancaster Police Department shall be transported by the Lancaster Police Department to the Lancaster County Detention Center for detention, booking, and processing by correctional officers employed by the County.

The City shall pay to the County the annual sum of \$54,480, which represents the yearly salary and benefits of a correctional officer within the lower tier of the career ladder itemized as follows:

Salary	\$36,000
FICA	2,754
Retirement	4,162
Health Insurance	11,441
Workers' Compensation	123
Total	\$54,480.

The County shall include these funds in the budget of the Lancaster County Sheriff's Office, and the Sheriff shall create and fill an additional correctional officer position with these funds.

The term of this Agreement shall begin on July 1, 2017, and shall end on June 30, 2019. The annual payment shall be made quarterly and paid on or before the fifteenth (15<sup>th</sup>) day of July, October, January, and April each year.

The City shall also pay to the County the sum of \$13,620 retroactively for detention, booking, and processing services provided by correctional officers employed by the County for arrestees of the Lancaster Police Department for the period April 1, 2017, through June 30, 2017. The County shall include these funds in the budget of the Lancaster County Sheriff's Office, and the Sheriff shall use these funds for the additional correctional officer position described above. This sum shall be paid on or before July 31, 2017.

At the end of the term of this Intergovernmental Agreement, a new Agreement shall be negotiated and executed by the parties if the parties desire that correctional officers employed by the County continue to provide detention, booking, and processing services for arrestees of the

Lancaster Police Department. The parties shall endeavor to negotiate such terms, including the funds to be paid for those services, and execute the Agreement by May 31 prior to the commencement of the term of the new Agreement.

The City, the County, and the Sheriff recognize that a current governing body cannot bind a subsequent and successive governing body and that appropriations for this Agreement must be approved in conjunction with each year's annual budget.

The Lancaster Police Department shall be responsible for transportation of its arrestees to and from an appropriate medical facility for medical clearance for incarceration if such clearance is required pursuant to Lancaster Police Department or Lancaster County Detention Center policy before the arrestee is booked and processed into the detention center.

The Lancaster Police Department shall be responsible for transportation of its arrestees to and from bond hearings in the Lancaster Municipal Court and preliminary hearings at the Lancaster County Courthouse until such time as bond hearings and/or preliminary hearings can be conducted via closed circuit television or other video means. The Sheriff shall assist the City in securing a room within the detention center in which Lancaster Municipal Court associate judges can conduct bond hearings if the need or convenience arises.

The Lancaster Police Department shall be responsible for transportation of its pretrial detainees and its sentenced inmates who are incarcerated for criminal charges within the jurisdiction of the Lancaster Municipal Court when movement of the inmate is required for any other purpose including, but not limited to, non-emergency medical care and court appearances.

The correctional officer employed by the Sheriff pursuant to this Agreement shall at all times be considered an employee of the Sheriff and will act under the exclusive authority and direction of the Sheriff. All matters relating to the correctional officer's employment including,

but not limited to, work schedule, rate of pay, benefits, leave time, training, and discipline shall be established and regulated solely by the Sheriff. Nothing in this Agreement shall be construed to create or establish an employer-employee relationship between the City and the correctional officer.

This Agreement, consisting of five (5) pages, shall constitute the full agreement between the parties, and any amendments, alterations, or modifications hereof shall be in writing and signed and dated by authorized representatives of the City, the County, and the Sheriff.

If any party decides not to enforce any provision of this Agreement, such decision in favor of non-enforcement shall not be deemed a waiver of the right of the non-enforcing party in the future to enforce that provision in the event of any subsequent breach or failure to comply in full with the provisions of this Agreement.

The City, the County, and the Sheriff agree that the laws of the State of South Carolina shall govern this Agreement, and venue and jurisdiction for any dispute arising between the parties concerning its terms shall lie in the Court of Common Pleas for Lancaster County, South Carolina.

This Agreement may be terminated by either party, without cause, upon one hundred eighty (180) days written notice to the other parties. Upon such termination or nonrenewal of this Agreement, the City shall pay the per diem rate for the housing and maintenance of prisoners of municipalities within the County of Lancaster as set forth in Chapter 2, Article V, Division 5, Sections 2-231, 2-232, 2-234, and 2-235 of the Code of Ordinances of the County of Lancaster.

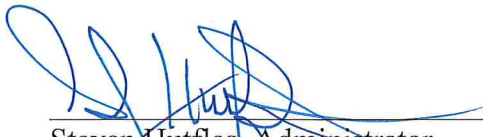
All notices and other communications required pursuant to this Agreement shall be sufficiently given and shall be deemed given when placed into the United States Postal Service, certified mail, return receipt requested, addressed to the parties at the below addresses:


City of Lancaster  
Attention: City Administrator  
P. O. Box 1149  
Lancaster, South Carolina 29721


County of Lancaster  
Attention: County Administrator  
P. O. Box 1809  
Lancaster, South Carolina 29721

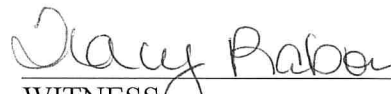
Lancaster County Sheriff's Office  
Attention: Sheriff  
P. O. Box 908  
Lancaster, South Carolina 29721


IN WITNESS WHEREOF the parties have executed this Intergovernmental Agreement  
this 26<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Steven Hutfles, Administrator  
City of Lancaster

  
\_\_\_\_\_  
Steve Willis, Administrator  
County of Lancaster

  
\_\_\_\_\_  
Barry S. Faile, Sheriff  
County of Lancaster

  
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