



Freddie B. Pough
Executive Director

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Columbia, SC 29221-1069
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Henry McMaster
Governor



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M.B. POLICE DEPARTMENT

July 1, 2020

City of Myrtle Beach
Administrator
P. O. Box 2468
Myrtle Beach, South Carolina 29578-2468

Dear Administrator:

Enclosed please find a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2020 - 2021. The per diem rate is **\$50.00 per day** for any juvenile housed at our detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

This agreement will not obligate you in any way unless your agency/department chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing. Should you anticipate the need to use our facility anytime during the 2020 - 2021 fiscal year, please sign the enclosed contract within 30 days of receipt and return to: Department of Juvenile Justice, Attention: Jovan Haynes, Facility Administrator, Juvenile Detention Center, 1725 Shivers Road, Columbia, South Carolina 29210. **This agreement will not be accepted by SCDJJ if altered or amended in any way.**

In lieu of detaining juveniles in SCDJJ's secure detention center, the Department has developed a Short-Term Alternative Placement (STAP) Program by contracting with providers throughout the state to offer residential alternatives to secure detention for non-violent youth. This STAP service is made available to you at no cost, and the number of available STAP providers/locations is scheduled to increase in fall 2020 (see attached). **We would encourage you to make all public safety or local law enforcement in your jurisdiction aware of this alternative to secure detention so that they can utilize this "no cost" option, whenever they determine such to be appropriate.** Additional information about these options can be obtained by contacting your local SCDJJ County Manager or by calling DJJ's Office of Community Alternatives at (803) 896-9117.

In addition, beginning July 1, 2020, local law enforcement will be required to complete the Local Law Enforcement Detention Verification Form (attached) before a juvenile is booked at the SCDJJ Detention Center as confirmation that the youth is eligible for secure detention according to the statutory criteria outlined in S.C. Code of Laws § 63-19-820. Please note that if the transporting officer is not the officer who took the juvenile into custody, it is the transporting officer's duty to contact the case officer to ensure that this Form is completed correctly and in its

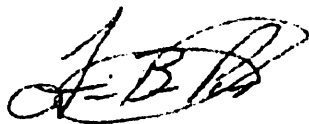
Empowering Our Youth for the Future

entirety. Again, the SCDJJ Detention Center will NOT accept a youth until local law enforcement has fully completed and signed the attached form.

Please also note that, per the terms of the attached MOA, SCDJJ's acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. With the implementation of Raise the Age legislation on July 1, 2019, SCDJJ's Juvenile Detention Center has experienced a higher volume of juvenile detainees. Please be aware that SCDJJ will be monitoring capacity of the Juvenile Detention Center on a daily basis and may be unable to accept or retain juvenile detainees when doing so would cause the facility to exceed its rated capacity. As stated above, SCDJJ has developed STAP beds for use as an alternative to detention for non-violent youth and encourages the use of STAP beds with appropriate youth. In addition, in order to ensure that your jurisdiction has a long-term solution in place for the detention of juveniles, you may want to consider collaborating with your local government partners in neighboring jurisdictions to explore the establishment of regional juvenile detention centers in your area.

Should you have any questions, please contact Velvet McGowan, Deputy Director of Institutional Services at (803) 896-9797. Your timely response is appreciated.

Sincerely,



Freddie B. Pough
Director

Enclosures

cc: Jovan Haynes, Facility Administrator, SCDJJ Detention Center
Velvet McGowan, Deputy Director, Institutional Services Division

**MEMORANDUM
OF
AGREEMENT
FOR THE DETENTION OF JUVENILES**

THIS AGREEMENT is made this 1st day of July, 2020, by and between the South Carolina Department of Juvenile Justice (SCDJJ) by and through its duly authorized employee and the governing body of City of Myrtle Beach, hereinafter referred to as City of Myrtle Beach, by and through its duly authorized official and/or employee;

WHEREAS, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, City of Myrtle Beach does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

WHEREAS, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family or General Sessions Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

WHEREAS, the General Assembly has mandated that "the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred" be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body's jurisdictional limits;

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

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830 (A), those juveniles who are charged with committing criminal/status offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820 (B), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

JUVENILE DETENTION MEMORANDUM OF AGREEMENT

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3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or
4. 16 years old and charged as an adult with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more.

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, City of Myrtle Beach agrees to remove any detainees accepted and detained under criteria 3 and 4 above, on or within one week after that detainee's 17th birthday.

City of Myrtle Beach agrees to assign an open Purchase Order Number _____, to be effective from July 1, 2020 to June 30, 2021.

City of Myrtle Beach agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Myrtle Beach will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill City of Myrtle Beach on a monthly basis; said bills to be sent on or before the 15th day of the month after the month where the costs are incurred, with payment to be made on or before the first (1st) day of the following month. If City of Myrtle Beach fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide City of Myrtle Beach with a report on City of Myrtle Beach's use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (SCDJJ Detention Screening Process; Policy Number F-7.0), no juvenile shall be placed in and/or transported to, a SCDJJ detention facility until law enforcement has notified SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

JUVENILE DETENTION MEMORANDUM OF AGREEMENT

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City of Myrtle Beach shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency. Additionally, upon arrival at the SCDJJ Juvenile Detention Center, the transporting officer shall complete and sign SCDJJ's Local Law Enforcement – Detention Verification Form, which certifies the juvenile's eligibility for secure detention pursuant to S.C. Code of Law § 63-19-820.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

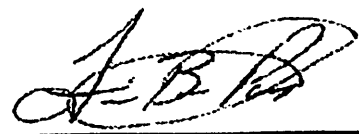
SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2021. Either party may cancel this agreement upon thirty (30) days' written notice.

Sums paid or payable under this contract shall not exceed \$ _____ for fiscal year 2020-2021 as determined by both parties. However, if juveniles continue to be presented for secure detention by City of Myrtle Beach once the above budgeted amount has been reached, City of Myrtle Beach agrees to pay for the cost of any additional detainees as provided for in the paragraph addressing detention rates.

APPROVED:

Administrator/Manager
(or other Authorized Official)



Freddie B. Pough, Director
South Carolina Department of Juvenile Justice

Date

July 1, 2020
Date