

CITY OF SENECA

ORDINANCE NO. 2020-13

AN ORDINANCE TO APPROVE A CONTINUED
OCCUPANCY AND USE AGREEMENT BETWEEN THE
CITY OF SENECA, SOUTH CAROLINA AND
OCONEE COUNTY, SOUTH CAROLINA

WHEREAS, the City of Seneca, South Carolina, is a body politic and corporate and a municipal corporation organized under the laws of the State of South Carolina; and,

WHEREAS, Oconee County, South Carolina, is a body politic and corporate and a political subdivision of the State of South Carolina; and,

WHEREAS, S.C. Code Ann. § 5-7-40 authorizes the City of Seneca to own real property within and outside of its corporate limits and further authorizes the City of Seneca to sell, convey, lease, or otherwise dispose of real property upon such terms and conditions as council deems advisable; and,

WHEREAS, the City of Seneca is the owner of real property consisting of approximately 98+/- acres ("Premises") as more fully described in the Continued Occupancy and Use Agreement ("Agreement") and its accompanying documents, which are attached as Exhibit A hereto; and,

WHEREAS, Oconee County has leased the Premises from the City of Seneca since July 1, 1990; and,

WHEREAS, the City of Seneca and Oconee County desire to continue Oconee County's occupancy and use of the Premises as specified in the Agreement; and,

WHEREAS, City Council has determined that it is in the interests of the citizens and the City of Seneca to enter into the Agreement with Oconee County.

NOW, THEREFORE, upon motion of City Council, and BY SENECA CITY COUNCIL, in Council duly assembled, and with a quorum present and voting, BE IT ORDAINED:

Section 1: *Agreement.* City Council hereby approves the continued use and occupancy of the Premises by Oconee County and authorizes the proposed Agreement between the City of Seneca and Oconee County in substantially the same form as that which is attached as Exhibit A hereto. City Council further authorizes the Mayor or City Administrator of the City of Seneca to execute the Agreement, as well as such other documents incidental thereto as may be necessary to achieve the purposes of the Agreement, on behalf of the City.

Section 2: *Minor Modifications Allowed.* The City Administrator, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the

Agreement and exhibits thereto as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Administrator or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

PROPOSED ORDINANCE APPROVED AS TO FORM this _____ day of _____, 2020.

R. BOATNER BOWMAN, City Attorney

APPROVED AND RATIFIED on First Reading this 14th day of July, 2020 by a vote of

_____ YES _____ NO _____ ABSTAIN

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this _____ day of _____, 2020 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor

Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. **Execution.** This Agreement may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The foregoing being acceptable to the parties, each so signifies by executing this Agreement below.

City of Seneca

Witness: _____

By: _____

Its: _____

Date: _____

Oconee County

Witness: _____

By: _____

Its: _____

Date: _____

CITY OF SOUTH CAROLINA)
)
 CITY OF OCONEE)

L E A S E

THIS AGREEMENT made and entered into this 1st day of July, 1990, by and between the CITY OF SENECA, hereinafter referred to as the Lessor, and OCONEE COUNTY, hereinafter referred to as the Lessee,

WITNESSETH:

I

For and in consideration of the annual rental of ONE AND NO/100 (\$1.00) DOLLAR per year and the mutual promises and covenants herein contained, the Lessor does hereby agree to lease and demise to the Lessee, and the Lessee agrees to rent from the Lessor for a term of thirty (30) years, that is, beginning on the 1st day of July, 1990, and ending on the 30th day of June, 2020, the within described premises, for the uses and specific purposes and under the terms and conditions hereinafter provided, to wit:

All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, in the Seneca School District containing fifty (50) acres, more or less, and being all that portion of the property of the Lessor situate in the Hardyville Community used by the Lessor and designated by it as a solid waste disposal area.

II

The Lessee, Oconee County, as additional consideration for the Lease and demise of the within described premises, hereby covenants and agrees with Lessor, City of Seneca, as follows, to

Wit: Recorded this 30 day of Sept, A.D., 19 91
 Vol. 669 Page 26 and certified

Salvino G. Smith C.C.O.P.G.S.

Oconee County, S.C.

FILED FOR RECORD
 OCONEE COUNTY
 S.C.
 SEP 30 3 42 PM '91
 CLERK OF COURT

) That during the continuance of the term herein created, Lessee shall be in charge and control of the premises and shall employ the same solely for an area to dispose of solid waste according and subject to the regulations of the South Carolina State Board of Health, the South Carolina Board of Pollution Control and any other Federal or State regulatory agencies regulating such facilities.

(2) That the Lessee will employ a sanitary land-fill method of disposal of solid waste materials collected by the Lessee, brought on the premises by residents of Oconee County and/or by the City of Seneca or its designated assignee or assignees. Notwithstanding any regulations or rules adopted by the Lessee or any agency thereof concerning the disposal of solid waste materials on the premises, the Lessee agrees to take, receive and dispose of solid waste material from the City of Seneca or its designated assignee without charge or cost to the City or such assignee.

(3) The Lessee agrees, at its own expense, to provide the necessary labor, equipment and supplies to operate a sanitary land-fill within the rules and regulations as are now promulgated or as may be promulgated during the continuance of these presents by all interested and appropriate state and federal regulatory agencies. The failure of the Lessee to properly operate and maintain the premises under the rules and regulations of any such agencies and in a satisfactory manner to the representatives thereof shall constitute a breach of the terms and conditions of

his Lease and shall give the City the right and option to cancel the same upon failure of the Lessee to correct such deficiencies within twenty (20) days after receipt of notice thereof from the City or an appropriate regulatory agency.

(4) The Lessee agrees further that the sanitary land-fill procedures recommended by State and Federal agencies to enable the prolonged use and full enjoyment of the premises as a sanitary land-fill will be observed, and further the Lessee agrees to erect such necessary fences and other control devices to regulate the use of such facilities by the general public or by private waste collectors so as to prevent the premises from becoming a public or a private nuisance.

(5) The Lessee agrees to present to the City a restoration plan six (6) months prior to the termination or close-out of the land-fill operation whichever occurs first. The County agrees to implement and successfully complete implementation of the plan as submitted by the County and approved by the City prior to the County removing such equipment necessary to perform the operations. The Lessee agrees to comply with the rules and regulations of the South Carolina State Board of Health and South Carolina Soil Conservation Agency in regards to their requirements as it relates to the closing out of a sanitary land-fill operations.

(6) The Lessee agrees to save harmless and protect the City of Seneca from any and all claims arising out of the use of the premises as a sanitary land-fill by the Lessee, including but not

limited to claims for damage to persons or property, or actions based upon the theory of public or private nuisances.

III

The Lessor, City of Seneca, for itself, its successors and assigns, hereby agrees with the Lessee as follows, to wit:

(1) To allow the Lessee to promulgate rules and regulations concerning the operation of a sanitary land-fill upon the premises, regulating its use by the general public and by private contractors, PROVIDED HOWEVER, that in no event shall any charge be made by Lessee to the City of Seneca or its assignees for the use of the premises.

(2) That it will notify the Lessee of any breach of the terms of this Agreement and will allow the Lessee twenty (20) days in which to correct such breach prior to retaking the premises under the terms hereof.

(3) That it will allow the Lessee, upon termination or expiration of this Lease, to remove any of the Lessee's equipment therefrom, PROVIDED NEVERTHELESS, that upon surrender of the premises by the Lessee, the same be left in a good and orderly condition and manner, and all necessary waste disposal to the time of surrender thereof shall have been accomplished and completed within the rules and regulations of the South Carolina State Board of Health or other regulatory agencies.

(4) That during the term of this Lease, Lessor hereby transfers, gives, conveys and assigns to Lessee all right, title and interest which it presently has or may hereafter acquire in

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named City of Seneca by its Mayor and Clerk sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 25th
day of September, 1991.

James E. Grant
W. DeWitt Martin
James E. Grant
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3-27-2000

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Oconee County by its Supervisor-Chairman sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes mentioned therein, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 26th
day of September, 1991.

Opel O. Green
Opel O. Green
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 08/20/2000

or to the landfill gas presently located or which may hereafter be located in or on the premises and specifically grants unto the Lessee the right to mine, produce and process or cause to be mined, produced and processed any and all landfill gas in or on the premises and to solely receive all rent and royalties accruing therefrom.

IV

(1) All parties agree that the use of this property by the County is not transferrable to any other government agency or private individuals during the term of this agreement without the consent of the governing body for the City of Seneca except, however, County may sublease the property for exploration, mining and processing of landfill gas to Cargan Resources, Inc. and/or other corporations engaged in the exploration, mining, production and processing of same.

TO ALL OF WHICH, the parties have heretofore agreed, and in witness whereof, have hereunto placed their hands and affixed their seals, by their officers and agents authorized to do so, this day and date first above written.

Signed, Sealed and Delivered
in the Presence of:

Larry D. Gist
W. Wertzman
Jewel + Mc Jenkins

Opal O. Green
~~Ally C. Brown~~

CITY OF SENECA, LESSOR (SEAL)

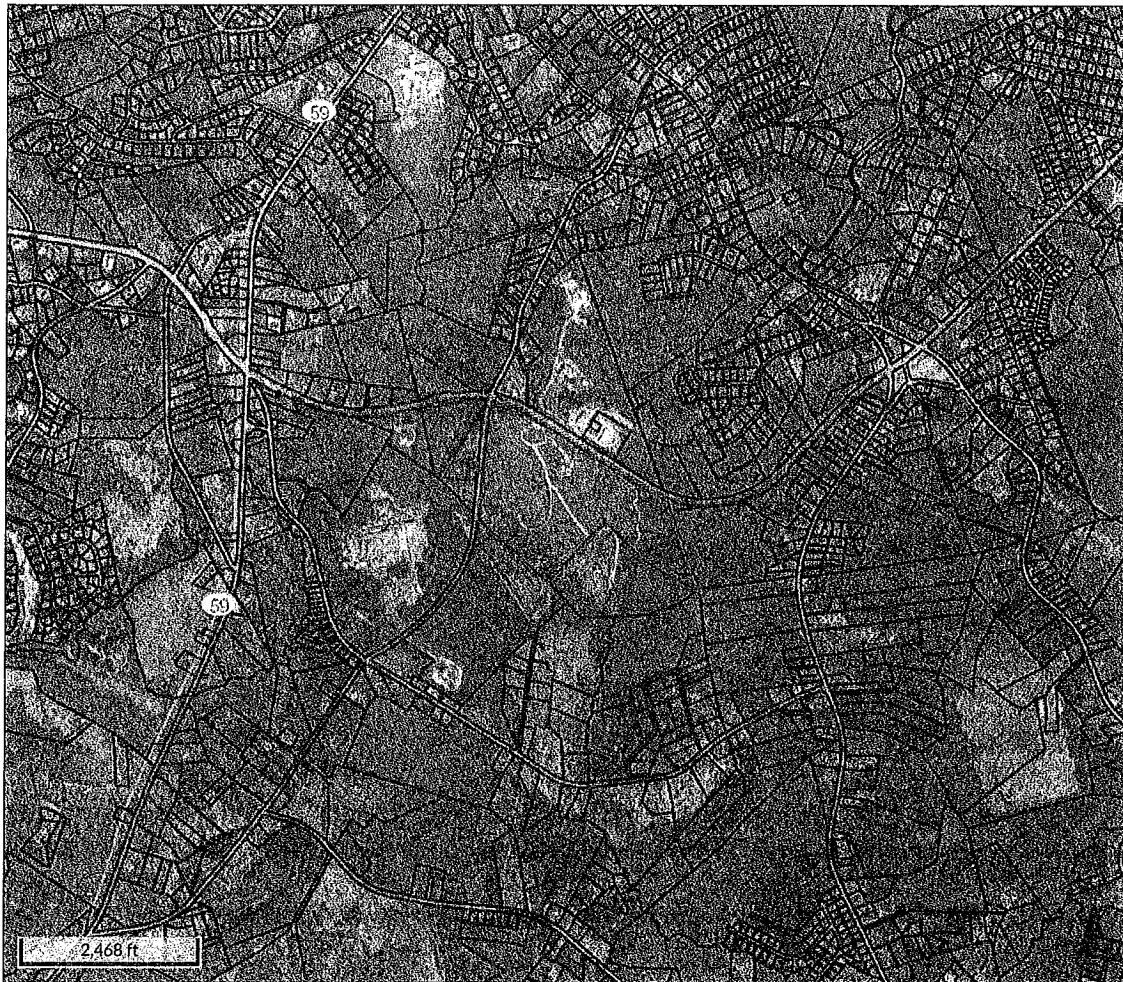
BY W. A. Jones
MAYOR

ATTEST: Walter R. Smith
CLERK

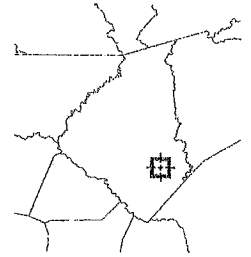
OCONEE COUNTY, Lessee (SEAL)

BY: Veronica C. Linn
SUPERVISOR-CHAIRMAN, OCONEE
COUNTY



EXHIBIT B



Overview



Legend

-  Parcels
-  Landhook

Parcel ID	268-00-03-001	Alternate ID	35586	Owner Address	SENECA TOWN OF	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	Unclassified Exempt			Date	Price	Reason	Qual
Property Address		Acreage	98.83		SENECA, SC 296780000	n/a	0	n/a	n/a
						n/a	0	n/a	n/a
District	007								
Brief Tax Description	ADD BP FOR 93								
	(Note: Not to be used on legal documents)								

Date created: 5/19/2020
Last Data Uploaded: 5/18/2020 10:04:03 PM

Developed by  **Schneider**
GEOSPATIAL

SCDOT: PT-20N7CA-06
FAIN / GRANT#: SC-2020-009-00
FEDERAL AWARD DATE: May 04, 2020
Award R&D: No
Indirect Cost: No
FY: 2020

SUPPLEMENTAL AGREEMENT AND
CONTRACT MODIFICATION # 1
BETWEEN
THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
AND
CITY OF SENECA

SECTION I. GENERAL RECITALS

THIS SUPPLEMENTAL AGREEMENT AND CONTRACT MODIFICATION 1, made and entered into this _____ day of _____, 2020, by and between the South Carolina Department of Transportation, Columbia, South Carolina, hereinafter referred to as "SCDOT", and City of Seneca, a public transit provider, organized and existing under and by virtue of the laws of the State of South Carolina, with its principal offices in Seneca, South Carolina, located at 200 West Lane Clemson, hereinafter referred to as "Subrecipient".

WITNESSETH:

WHEREAS, on February 1, 2020, the parties hereto entered into an agreement, hereinafter designated as the Basic Agreement, for the provision of transportation services in the (rural) areas of Oconee County using 100% CARES Act Transit Funds Phase I for administration, operations, and capital assistance during COVID-19 pandemic; and

WHEREAS, the Subrecipient contract has been modified to change the scope of the project and extend the contract period.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

SECTION II. MODIFICATION

The Basic Agreement is modified to reflect an additional \$273,664.00 in CARES Act federal funds. A detailed description of the revisions outlined in this agreement is contained in

ATTACHMENT A-- REVISED PROJECT DESCRIPTION/SCOPE OF SERVICE and/or
ATTACHMENT B-- REVISED BUDGET SUMMARY, attached hereto and made a part hereof.

SECTION III. GENERAL PROVISIONS

All provisions of the Basic Agreement and any other supplemental agreement and contract modification thereto, except herein modified or changed, will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

Signed, sealed and executed for the Subrecipient:

CITY OF SENECA

WITNESS:

By: _____
(Signature) (Date)

Fed. ID #57-6000954
DUNS # 80-8335251

Title: _____

Phone #: _____

Signed, sealed and executed for SCDOT:

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WITNESS:

APPROVED BY:

Director, Office of Public Transit Date

RECOMMENDED BY:

Grants/Program Manager Date

COMMISSION APPROVAL DATE:

April 10, 2020

ATTACHMENT A

PROJECT DESCRIPTION/SCOPE OF SERVICES

Project Description meets the requirement to the Federal Funding Accountability and Transparency (FFATA)

City of Seneca will use CARES Act Transit funds to support their administrative, operations, ADA and other capital charges during the COVID-19 pandemic.

ATTACHMENT B

FUNDING SUMMARY

Exh C

CITY OF SENECA

ORDINANCE NO. 2020-14

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ORDINANCE
OF THE CITY OF SENECA

WHEREAS, that certain property located at 10126 Clemson Boulevard and denoted by Tax Map # 520-14-03-009, as shown on a plat of survey attached herein as Exhibit "A", and:

WHEREAS, pursuant to application, said property shown in exhibit "A" is requested to be rezoned from RM-16 to HC.

BE IT ENACTED BY THE governing Body of the City Of Seneca and Council duly assembled, and by the authority of same that the Official Zoning Ordinance of the City Of Seneca is herein amended to rezone property located at 10126 Clemson Boulevard and denoted by Tax Map # 520-14-03-009, as shown on a plat of survey attached herein as Exhibit "A" to HC.

DONE AND DULY ORDAINED BY THE municipal Council of the City of Seneca, in Council duly assembled on the date hereinafter set forth.

PROPOSED ORDINANCE APPROVED AS TO FORM this _____ 2020.

R. Boatner Bowman, City Attorney

APPROVED AND RATIFIED on First Reading this 28th day of July 2020 by a vote of

_____ YES _____ NO _____ ABSTAIN

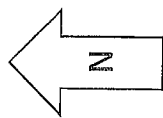

APPROVED, RATIFIED and ADOPTED on Second and Final Reading this _____ day of
_____ 2020 by a vote of

_____ YES _____ NO _____ ABSTAIN

_____, Clerk

Attest:

_____, Mayor





Freddie B. Pough
Executive Director

P.O. Box 21069
Columbia, SC 29221-1069

djj.sc.gov

Henry McMaster
Governor



Exh D

July 1, 2020

City of Seneca
Administrator
P. O. Box 4773
Seneca, South Carolina 29679-4773

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 Seneca, hereinafter referred to as City of Seneca, 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 Seneca 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

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 Seneca 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 Seneca agrees to assign an open Purchase Order Number 29828, to be effective from July 1, 2020 to June 30, 2021.

City of Seneca 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 Seneca 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 Seneca 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 Seneca 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 Seneca with a report on City of Seneca'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.

City of Seneca 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 \$ 1,000.00 for fiscal year 2020-2021 as determined by both parties. However, if juveniles continue to be presented for secure detention by City of Seneca once the above budgeted amount has been reached, City of Seneca 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