



L. Eden Hendrick  
Executive Director

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Henry McMaster  
Governor



July 1, 2025

Town of Bluffton  
Administrator

20 Bridge Street  
Bluffton, South Carolina 29910-036

This is the FY26 renewal. FY27 is still pending receipt from the State.

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) Juvenile Detention Complex for fiscal year 2025-2026.

Pursuant to S.C. Code of Laws §63-19-1610, the per diem rate for operational costs is **\$50.00 per day** for any youth housed at a SCDJJ detention facility. Pursuant to Proviso 67.17 of the Fiscal Year 2025-2026 budget, local governments utilizing a SCDJJ detention facility will pay an additional capital expenditure charge of **\$125.00 per day** for the first 25 days a youth is detained. Furthermore, pursuant to S.C. Code of Laws § 63-19-360(4) and §16-19-850, all transportation to and from a SCDJJ detention facility is the responsibility of the detaining law enforcement agency/department.

This MOA will not obligate you in any way unless your agency/department chooses to, or is ordered by a court to, detain a youth awaiting disposition. Should you anticipate the need to use a SCDJJ secure detention facility anytime during the 2025-2026 fiscal year, please sign the enclosed MOA and return to: SC Department of Juvenile Justice, Attention: Deputy Director Priscilla Pee, Midlands Evaluation and Development Center, 4900 Broad River Road, Columbia, SC 29212. **This agreement will not be accepted by SCDJJ if altered or amended in any way.**

As an alternative to detaining youth in a SCDJJ secure detention facility, SCDJJ has developed a Short-Term Alternative Placement (STAP) Program by contracting with providers throughout the state to offer residential services for non-violent youth. This STAP service is made available at no cost. An additional benefit to utilizing STAP is that while local law enforcement provides initial transport to the STAP location, SCDJJ arranges all follow-up transports to/from Court. **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 Director or by calling SCDJJ's Office of Community Alternatives at (803) 896-9117.

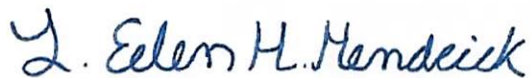
With the implementation of Raise the Age legislation on July 1, 2019, along with other factors, SCDJJ's Juvenile Detention Complex has experienced a higher volume of detainees. Please be

advised, due to the high number of youth, certain processes and procedures may take longer than expected, including admission to and release from the facility.

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, to ensure that your jurisdiction has a long-term solution in place for the detention of youth and to reduce transportation time to/from a secure detention facility, please 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 Priscilla Pee, Deputy Director of Security and Operations, at (803) 896-9311. Your timely response is appreciated.

Sincerely,



L. Eden Hendrick  
Executive Director

Enclosure

cc: Matthew Rameriz, Associate Deputy Director  
Priscilla Pee, Deputy Director

## JUVENILE DETENTION MEMORANDUM OF AGREEMENT

Page 1 of 3

**MEMORANDUM OF AGREEMENT  
FOR THE DETENTION OF YOUTH**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2025, by and between the South Carolina Department of Juvenile Justice (SCDJJ), by and through its duly authorized employee, and the governing body of Town of Bluffton, hereinafter referred to as Town of Bluffton, by and through its duly authorized official and/or employee.

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

**WHEREAS**, Town of Bluffton does not operate or manage its own detention facility for youth; and

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

**WHEREAS**, the General Assembly has mandated that “the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred” and that “[l]ocal governments utilizing the juvenile detention services provided by the Department of Juvenile Justice” be responsible for paying a portion of the costs of the detention services provided by SCDJJ for youth who are charged with committing crimes within the governing body’s jurisdictional limits or ordered by the Family Court to be detained.

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

SCDJJ will admit into its Juvenile Detention Complex in Columbia, and detain such youth in this Complex, subject to its design/operational capacity and any limitations set forth in Section 63-19-830(A), those youth who are charged with committing 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 (applicable only to crimes alleged to have occurred prior to 7/1/2019).

Persons 17 years old and older who are charged as adults will not be admitted to SCDJJ’s Juvenile Detention Complex. Acceptance and retention of detainees in its Juvenile Detention Complex will

be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, Town of Bluffton agrees to remove any detainees accepted and detained under criteria 3 and 4 above, on or within one week after that detainee's 17<sup>th</sup> birthday.

Town of Bluffton agrees to assign an open Purchase Order Number 2015-03, to be effective from July 1, 2024 to June 30, 2025.

Town of Bluffton 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, Town of Bluffton 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). Town of Bluffton will make payments to SCDJJ on a monthly basis as the costs accrue.

In addition, Town of Bluffton agrees to comply with Proviso 67.17 as contained in the Fiscal Year 2025-2026 budget:

67.17. (DJJ: Capital Expenditure Charge) Local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice shall pay a capital expenditure charge of \$125 per day per child not to exceed 25 days to the department for new admissions after July 1, 2025, to cover capital expenditures and investments in the facilities that house such juveniles. This capital expenditure is in addition to the per diem charge of \$50 that offsets operating expenses. If full funding is not received from the local governments, then the remainder of the funds due shall be transferred to the department from the local government fund on behalf of such local governments. The transfer to the department on behalf of the local government shall be deemed to have been distributed to the local government.

Accordingly, Town of Bluffton will pay SCDJJ an additional \$125.00 per day per child for the first 25 days the child is detained. A child being detained any portion of a day will result in a \$125.00 charge for that day. Town of Bluffton will make payments to SCDJJ on a monthly basis as the costs accrue.

SCDJJ agrees to bill Town of Bluffton on a monthly basis; said bills to be sent on or before the 15<sup>th</sup> day of the month after the month where the costs are incurred. Town of Bluffton agrees to make payment to SCDJJ on or before the first (1<sup>st</sup>) day of the following month. If Town of Bluffton 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.

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 youth to and from DJJ's Juvenile Detention Complex. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a youth to and from SCDJJ's Juvenile Detention Complex, and the fact that a particular local law enforcement agency or entity transports a youth 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 youth detention.

In accordance with state law relating to Juvenile Detention and consistent with the criteria outlined in SCDJJ Policy 408 (Community Detention Screening and Detention Hearing Process), no youth 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.

Town of Bluffton shall provide the SCDJJ Juvenile Detention Complex with all relevant information pertaining to the youth, 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.

SCDJJ's Juvenile Detention Complex shall have the right to refuse admission when a youth 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 Complex shall also have the right to refuse admission when a youth is deemed inappropriate by the Complex for placement due to age, 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 Complex at risk, should such a youth be accepted.

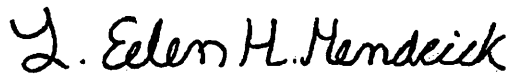
SCDJJ shall not be financially responsible for the cost of medical care provided to a youth detained in its Juvenile Detention Complex for any injury, illness, condition, or medical need that pre-existed the youth's admission to its Detention Complex.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2026. Either party may cancel this agreement upon thirty (30) days' written notice.

**APPROVED:**



Administrator/Manager  
(or other Authorized Official)



L. Eden Hendrick, Director  
South Carolina Department of Juvenile Justice

7/22/2025

Date

July 1, 2025

Date