

**A G E N D A**  
**SPECIAL MEETING, OCONEE COUNTY COUNCIL**  
**OCONEE COUNTY ADMINISTRATIVE OFFICES**  
**415 SOUTH PINE STREET, WALHALLA, SC**  
**TUESDAY, FEBRUARY 22, 2000**  
**9:00 AM**

1. Call to Order
2. Invocation
3. Discussion and Possible Action Concerning finalization of Purchase of Real Property Located on Highway 76 Near Westminster for Road Department and/or Other Purposes
4. Consideration of Approval of Pre-Application for Federal Assistance for Airport Improvement Projects at Oconee Regional Airport
5. Disposition of County Owned Lot at Keowee Key
6. Adjourn

**MEMBERS, OCONEE COUNTY COUNCIL**

Mr. Tim O. Hall, III, District I Mr. J. Harold Thomas, District II  
Mr. Harry R. Hamilton, District III, Mrs. Ann H. Hughes, District IV  
Mr. Charles R. Timms, District V

**MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting Tuesday, February 22, 2000 at 9:00 AM in Council Chambers with all members except Mr. Timms present. The County Attorney was also present.

**Press:**

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, WYFF TV, WLOS TV & WSPA TV.

Members of the press present: Dick Mangrum – WGOG Radio & Dave Williams – Anderson Independent.

**Call to Order:**

The meeting was called to order by Supervisor-Chairman Orr who welcomed those present.

**Invocation:**

The invocation was given by Mr. Hamilton.

**Airport:**

Upon recommendation of Mr. Marion Lyles, Airport Manager, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 4 – 0 that the county make application to the Federal Aviation Administration for a grant in the amount of \$2,064,787 federal funds, \$114,710 state funds and \$114,710 local funds for: 1) Runway 7-25 Safety Area Improvements; 2) Runway Overlay, Widening and Expansion and 3) Apron Rehabilitation and Overlay with the local funds coming from line item 010 009 00150 09190 and 010 009 00150 09860. (See attached application)

**Keowee Key Lot:**

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 4 – 0 that the motion to sell the county owned lot at Keowee Key by sealed bid be rescinded and the lot be sold at a public auction with a \$10,000 minimum bid.

**Department of Juvenile Justice Agreement:**

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 4 – 0 that the attached “Memorandum of Agreement” between Oconee County and Department of Juvenile Justice be adopted contingent upon approval of the County Attorney and the Law Enforcement Center Captain.

**Executive Session:**

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 3 – 1 (Mrs. Hughes voting against) that Council go into executive session for the purpose of discussing contractual matters and receipt of legal advice.

**Open Session:**

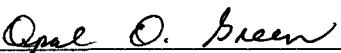
When open session resumed Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 3 – 1 (Mrs. Hughes voting against) that \$17,000 be taken from contingency for the purchase of a 2.71 acre tract of land located on Highway 76 for use by the road department and other county operations.

Mr. Hall made a motion, seconded by Mr. Thomas, approved 4 – 0 that the county adopt an ordinance placing a moratorium on the establishment of gun clubs and shooting ranges prior to the adoption of the Performance Standards Ordinance.

**Adjourn:**

Adjourn: 9:50 AM

Respectfully Submitted,

  
\_\_\_\_\_  
Opal O. Green  
Council Clerk

**APPLICATION FOR FEDERAL ASSISTANCE**

2. DATE SUBMITTED February 16, 2000	Applicant Identifier AIP-3-45-0016-09
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier AIP-3-45-0016-09

1. TYPE OF SUBMISSION Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction
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5. APPLICANT INFORMATION

Legal Name Oconee County, South Carolina	Organization Unit Oconee County
Address (give city, county, state, and zip code) Oconee County Regional Airport 365 Airport Road Seneca, SC 29678 (OCONEE COUNTY)	Name and telephone number of the person to be contacted on matters involving this application (give area code) Mr. Harrison E. Orr, County Supervisor (864) 638-4244

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

5	7	—	6	0	0	0	3	9	1
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7. TYPE OF APPLICANT: (enter appropriate letter in box)

A. State	H. Independent School Dist.	<input checked="" type="checkbox"/>
B. County	I. State Controlled Institution of Higher Learning	
C. Municipal	J. Private University	
D. Township	K. Indian Tribe	
E. Interstate	L. Individual	
F. Intermunicipal	M. Profit Organization	
G. Special District	N. Other (Specify)	

6. Type of Application:

New       Continuation       Revision

If Revision, enter appropriate letter(s) in box(es)

A. Increase Award    B. Decrease Award    C. Increase Duration  
D. Decrease Duration    Other (specify)

9. NAME OF FEDERAL AGENCY:

Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

2	0	1	0	6
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TITLE: Airport Improvement Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

- 1) Runway 7-25 Safety Area Improvements
- 2) Runway Overlay, Widening, and Extension
- 3) Apron Rehabilitation and Overlay

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)

Oconee County, South Carolina

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF
Start Date 09/01/00	Ending Date 08/31/01
a. Applicant	b. Project
Tenth	Eleventh

15. ESTIMATED FUNDING

a. Federal	\$	2,064,787.00
b. Applicant	\$	114,710.00
c. State	\$	114,710.00
d. Local	\$	.00
e. Other	\$	.00
f. Program Income	\$	.00
g. TOTAL	\$	2,294,207.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES      THIS APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE February 16, 2000

b. NO       PROGRAM IS NOT COVERED BY EO 12372  
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Typed Name of Authorized Representative Harrison E. Orr	b. Title County Supervisor	c. Telephone number (864) 638-4242
d. Signature of Authorized Representative <i>HARRISON E. ORR</i>	e. Date Signed	

## Program Narrative Oconee County Regional Airport

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The Oconee County Regional Airport is an integral part of the local economy. Many of the local businesses and industries utilize the current airport facilities. However, there are many others that cannot use the existing facility due to length of runway, pavement strength, limited approach, etc. The projects included in this application begin to address these issues and provide vital improvements necessary to help make our Airport a success. The projects included in this preapplication will include the Construction for Runway 7-25 Overlay, Widening, and Extension, and Apron Rehabilitation and Overlay; and Runway 7-25 Safety Area Improvements. Plans and specifications for these projects have been completed under a previous grant and are ready to bid. The need for these projects has been previously documented. These construction projects will enable us to improve our service to our clients and provide a safer operating environment for aircraft utilizing our facilities. The projects included are as follows:

### Runway 7-25 Safety Area Improvements

Project includes all necessary grading to bring existing/proposed Runway Safety Areas into full compliance of the applicable regulations. The project addresses safety/grading issues at both ends of the runway.

### Runway Overlay, Widening, and Extension

Project includes widening and extending the current runway to 4,400' x 100'. The existing runway is being lengthened by 244' and widened by 25' and will receive a nominal 3" overlay. This project will bring the existing runway strength up to 30,000 pounds.

### Apron Rehabilitation and Overlay

Project involves the reconstruction of the original apron located directly in front of the terminal building and an overlay of the apron area located to the east of the terminal building. The reconstructed section will provide a pavement strength of 60,000 pounds, and the overlaid apron will provide a pavement strength of 30,000 pounds.

**Proposed Budget  
Oconee County Regional Airport**

1.	Administrative Expense	\$5,000.00
2.	Construction: Administration/Engineering	
	DBE Plan/Miscellaneous Engineering	15,000.00
	Runway Safety Area Improvements	8,000.00
	Runway Overlay, Widening, and Extension	31,000.00
	Apron Rehabilitation and Overlay	<u>11,000.00</u>
	Subtotal	<b>\$65,000.00</b>
3.	Inspection (Resident Project Representative Services)	
	Runway Safety Area Improvements	40,000.00
	Runway Overlay, Widening, and Extension	45,000.00
	Apron Rehabilitation and Overlay	<u>25,000.00</u>
	Subtotal	<b>\$110,000.00</b>
4.	Testing Services	
	Runway Safety Area Improvements	7,000.00
	Runway Overlay, Widening, and Extension	24,000.00
	Apron Rehabilitation and Overlay	<u>14,000.00</u>
	Subtotal	<b>45,000.00</b>
5.	Construction	
	Runway Safety Area Improvements	268,087.00
	Runway Overlay, Widening, and Extension	1,414,225.00
	Apron Rehabilitation and Overlay	<u>386,895.00</u>
	Subtotal	<b>\$2,069,207.00</b>
<b>Total Estimated Budget</b>		<b>\$2,294,207.00</b>
<b>Total Budget Breakdown</b>		
	90% FAA	\$2,064,787.00
	5% SCDOA	114,710.00
	5% Oconee County	114,710.00

Engineer's Opinion of Probable Cost  
Oconee County Regional Airport  
November 30, 1999

**Schedule IA - Runway 7 Safety Area Improvements**

Item	Unit	Quantity	Unit Cost	Ext. Total
1. Mobilization	L.S.	1	\$10,000.00	\$10,000.00
2. Clearing and Grubbing	Acre	1.3	3,000.00	3,900.00
3. Unclassified Excavation	C.Y.	24,000	5.00	120,000.00
4. Rock Excavation	C.Y.	500	40.00	20,000.00
5. Temporary Seeding and Mulching	Acre	9	1,000.00	9,000.00
6. Temporary Silt Fence	L.F.	1,600	3.00	4,800.00
7. Temporary Slope Drains (12")	L.F.	390	20.00	7,800.00
8. Temporary Rock Inlet Protection	Each	4	200.00	800.00
9. Temporary Construction Entrance	Each	1	2,000.00	2,000.00
10. Temporary Diversion Ditch	L.F.	1,250	3.50	4,375.00
11. Temporary Sediment Basin	Each	3	3,000.00	9,000.00
12. Rip Rap Outlet Protection	Each	4	1,800.00	7,200.00
13. Excelsior Matting	S.Y.	4,800	2.00	9,600.00
14. Seeding	Acre	9	1,000.00	9,000.00
15. Mulching	Acre	9	600.00	5,400.00
<b>Total Estimated Construction</b>				<b>\$222,875.00</b>

Engineer's Opinion of Probable Cost  
Oconee County Regional Airport  
November 30, 1999

**Schedule IB - Runway 25 Safety Area Improvements**

Item	Unit	Quantity	Unit Cost	Ext. Total
1. Mobilization	L.S.	1	\$4,000.00	\$4,000.00
2. Clearing and Grubbing	Acre	0.3	3,000.00	900.00
3. Unclassified Excavation	C.Y.	200	6.00	1,200.00
4. Borrow Embankment	C.Y.	2,100	8.00	16,800.00
5. Temporary Seeding and Mulching	Acre	2	1,000.00	2,000.00
6. Temporary Silt Fence	L.F.	825	3.00	2,475.00
7. Temporary Slope Drains (12")	L.F.	85	20.00	1,700.00
8. Temporary Rock Inlet Protection	Each	1	200.00	200.00
9. Temporary Construction Entrance	Each	1	2,000.00	2,000.00
10. Temporary Diversion Ditch	L.F.	525	3.50	1,837.50
11. Temporary Sediment Basin	Each	1	3,000.00	3,000.00
12. Rip Rap Outlet Protection	Each	1	1,800.00	1,800.00
13. Excelsior Matting	S.Y.	2,050	2.00	4,100.00
14. Seeding	Acre	2	1,000.00	2,000.00
15. Mulching	Acre	2	600.00	1,200.00
<b>Total Estimated Construction</b>				<b>\$45,212.50</b>



Engineer's Opinion of Probable Cost  
 Oconee County Regional Airport  
 November 30, 1999

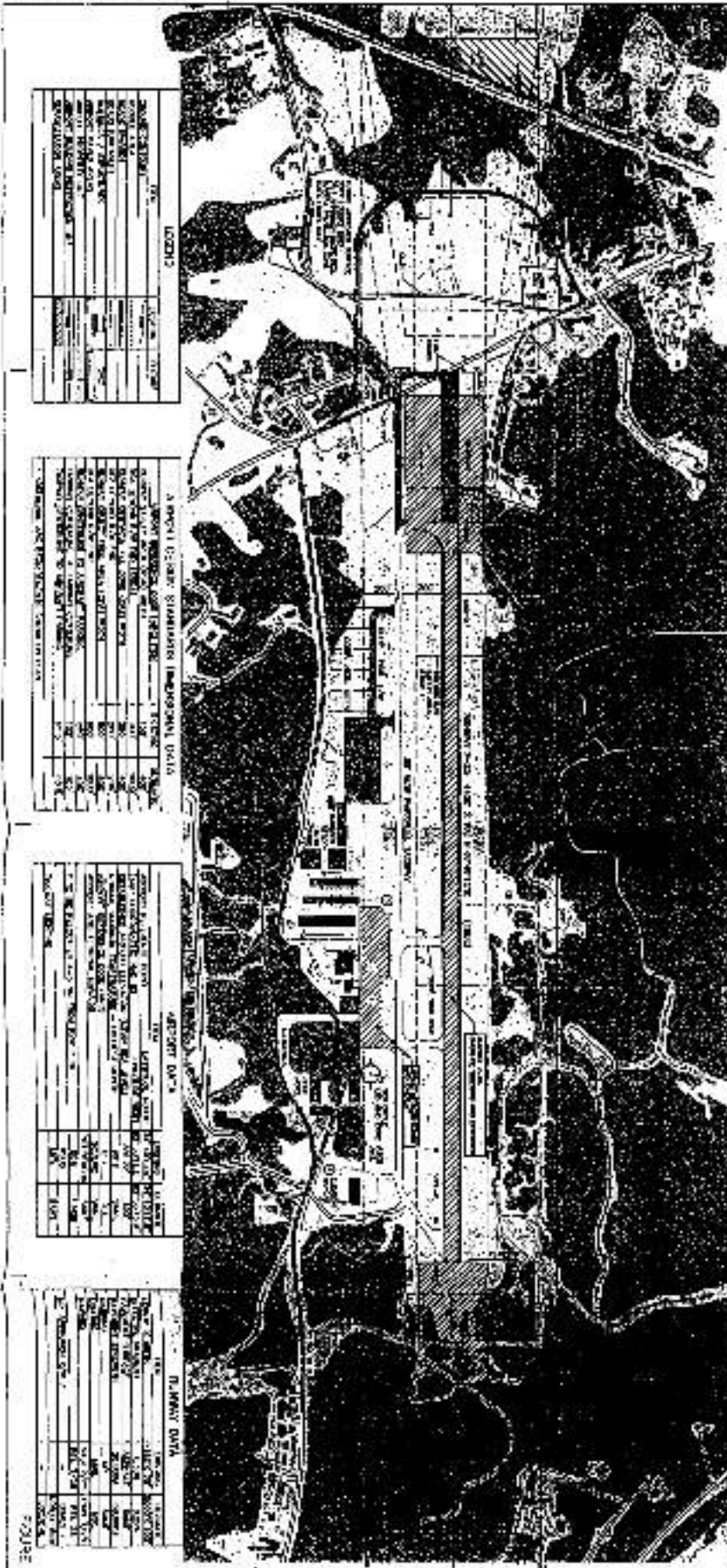
**Schedule II - Runway Overlay, Widening, and Extension**

Item	Unit	Quantity	Unit Cost	Ext. Total
1. Mobilization	L.S.	1	\$80,000.00	\$80,000.00
2. Herbicide Application	L.S.	1	1,500.00	1,500.00
3. Joint and Crack Repair	L.F.	25,000	1.00	25,000.00
4. Paint Removal	S.F.	30,000	0.30	9,000.00
5. Pavement Repairs	S.F.	400	25.00	10,000.00
6. Cold Milling	S.Y.	1,000	3.00	3,000.00
7. Temporary Seeding and Mulching	Acre	4	1,000.00	4,000.00
8. Crushed Aggregate Base Course	C.Y.	5,500	35.00	192,500.00
9. Bituminous Leveling Course	Ton	7,200	60.00	432,000.00
10. Bituminous Surface Course	Ton	6,800	54.00	367,200.00
11. Bituminous Prime Coat	Gal	6,000	2.00	12,000.00
12. Bituminous Tack Coat	Gal	8,500	2.00	17,000.00
13. Double Bituminous Surface Treatment	S.Y.	55,000	1.50	82,500.00
14. Pavement Marking (First Application)	S.F.	62,000	0.35	21,700.00
15. Runway Marking (Second Application)	S.F.	54,000	0.35	18,900.00
16. Seeding	Acre	4	1,000.00	4,000.00
17. Topsoil	C.Y.	2,000	8.00	16,000.00
18. Mulching	Acre	4	600.00	2,400.00
19. Cable Trench	L.F.	13,600	1.00	13,600.00
20. Rock Excavation (Cable Trench)	C.Y.	100	20.00	2,000.00
21. Underground Cable, 1/C, No. 8 AWG, 5KV, L-824, Type C, Installed	L.F.	16,300	0.80	13,040.00
22. Underground Cable, 1/C, No. 6 AWG, 600 V, Type UF Installed	L.F.	3,100	0.80	2,480.00
23. Bare Copper Counterpoise, No. 6 AWG, Inclg Ground Rods and Connections	L.F.	14,300	0.80	11,440.00
24. One Way 4" PVC Concrete Encased Duct	L.F.	30	32.00	960.00
25. Two Way 4" PVC Concrete Encased Duct	L.F.	60	38.00	2,280.00
26. Four Way 4" PVC Concrete Encased Duct	L.F.	45	45.00	2,025.00
27. Connection to Existing Duct	Each	6	100.00	600.00
28. Handhole, L-867, 16" Class I, Base with Cover and Incidentals	Each	4	300.00	1,200.00
29. Relocated Stake Mounted Taxiway or Runway Light	Each	60	200.00	12,000.00
30. Relocated Taxiway or Runway Light Assembly with New Base	Each	32	300.00	9,600.00
31. L-861T Stake Mounted Taxiway Light, Installed	Each	1	400.00	400.00
32. L-861T Base Mounted Taxiway Light, Installed	Each	1	450.00	450.00
33. Relocated Guidance Signs with New Base Sign	Each	10	1,500.00	15,000.00
34. Relocated REILS, Runway 7	L.S.	1	2,000.00	2,000.00
35. Relocated REILS, Runway 25	L.S.	1	2,000.00	2,000.00
36. L-881 PAPI, Style A, Class I, Installed with Aiming Device Kit	Each	2	10,000.00	20,000.00
37. Removal of Lights, Signs, and VASIs	L.S.	1	4,000.00	4,000.00
38. Removal of 4 Way Electrical Duct	L.F.	45	10.00	450.00
<b>Total Estimated Construction</b>				<b>\$1,414,225.00</b>

Engineer's Opinion of Probable Cost  
 Oconee County Regional Airport  
 November 30, 1999

**Schedule III - Apron Rehabilitation and Overlay**

Item	Unit	Quantity	Unit Cost	Ext. Total
1. Mobilization	L.S.	1	\$22,000.00	\$22,000.00
2. Proofrolling	L.S.	1	1,000.00	1,000.00
3. Removal of Existing Pavement	S.Y.	8,230	3.50	28,805.00
4. Subgrade Preparation	S.Y.	8,230	2.00	16,460.00
5. Joint and Crack Repair	L.F.	400	2.00	800.00
6. Waterproofing Membrane	L.F.	400	3.00	1,200.00
7. Cold Milling	S.Y.	5,120	2.00	10,240.00
8. Tiedown Removal	Each	108	50.00	5,400.00
9. Tiedown Installation	Each	42	150.00	6,300.00
10. Ditch Grading	L.S.	1	2,000.00	2,000.00
11. Temporary Seeding and Mulching	Acre	1	1,000.00	1,000.00
12. Crushed Aggregate Base Course	C.Y.	3,100	35.00	108,500.00
13. Bituminous Surface Course	Ton	2,350	60.00	141,000.00
14. Bituminous Prime Coat	Gal	1,900	2.00	3,800.00
15. Bituminous Tack Coat	Gal	800	2.00	1,600.00
16. 8" Portland Cement Concrete Pavement	S.Y.	340	40.00	13,600.00
17. Pavement Marking	S.F.	1,000	1.00	1,000.00
18. Coal Tar Pitch Emulsion Seal Coat	S.Y.	1,930	3.00	5,790.00
19. 18" RC Pipe, Class III	L.F.	200	24.00	4,800.00
20. 18" RC Pipe, Flared End Section	Each	1	600.00	600.00
21. Manhole	Each	1	1,500.00	1,500.00
22. Drop Inlet	Each	1	1,500.00	1,500.00
23. Seeding	Acre	1	1,000.00	1,000.00
24. Topsoil (Obtained Offsite)	C.Y.	800	8.00	6,400.00
25. Mulching	Acre	1	600.00	600.00
<b>Total Estimated Construction</b>				<b>\$386,895.00</b>



**CHERRY**

OWNER	CONCORD COUNTY
PROJECT	CONCORD COUNTY REGIONAL AIRPORT
DATE	11/15/04
SCALE	AS SHOWN
DRAWN BY	TALBERT & BRIGHT
CHECKED BY	TALBERT & BRIGHT
DATE	11/15/04

**VIPOO (VANDERBILT) AIRPORTS AND TO TUCKER V**

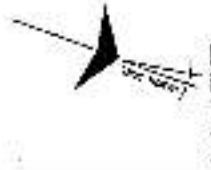
OWNER	VIPOO (VANDERBILT) AIRPORTS AND TO TUCKER V
PROJECT	VIPOO (VANDERBILT) AIRPORTS AND TO TUCKER V
DATE	11/15/04
SCALE	AS SHOWN
DRAWN BY	TALBERT & BRIGHT
CHECKED BY	TALBERT & BRIGHT
DATE	11/15/04

**W. VO JACOBSON**

OWNER	W. VO JACOBSON
PROJECT	W. VO JACOBSON
DATE	11/15/04
SCALE	AS SHOWN
DRAWN BY	TALBERT & BRIGHT
CHECKED BY	TALBERT & BRIGHT
DATE	11/15/04

**MAVO UNBAPTIST**

OWNER	MAVO UNBAPTIST
PROJECT	MAVO UNBAPTIST
DATE	11/15/04
SCALE	AS SHOWN
DRAWN BY	TALBERT & BRIGHT
CHECKED BY	TALBERT & BRIGHT
DATE	11/15/04



DATE	11/15/04
SCALE	AS SHOWN
DRAWN BY	TALBERT & BRIGHT
CHECKED BY	TALBERT & BRIGHT
DATE	11/15/04

CONCORD COUNTY REGIONAL AIRPORT  
 FLEMING SOUTH CAROLINA  
 PREAPPLICATION SKETCH

PROJECT	CONCORD COUNTY REGIONAL AIRPORT
DATE	11/15/04
SCALE	AS SHOWN
DRAWN BY	TALBERT & BRIGHT
CHECKED BY	TALBERT & BRIGHT
DATE	11/15/04

**TALBERT & BRIGHT**  
 10 SHERWOOD & PEARSON DRIVE  
 WASHINGTON DC 20004  
 TEL: 202-462-1100 FAX: 202-462-1101  
 WWW.TALBERTBRIGHT.COM

JPAL



JIM HODGES  
Governor

State of South Carolina  
**Department of Juvenile Justice**

PUBLIC PROTECTION      ACCOUNTABILITY      SKILL DEVELOPMENT



GINA E. WOOD  
Director

February 15, 2000

Oconee County  
County Administrator  
415 South Pine Street  
Walhalla, SC 29691-2145

Dear Administrator:

Please find enclosed a "Memorandum of Agreement," for the secure detention in the Department of Juvenile Justice's Juvenile Detention Center of juveniles who commit crimes within the unincorporated areas of your county. If signed, this Agreement will be effective on March 15, 2000 and will continue through the end of FY 1999-2000 (June 30, 2000).

For this period, the "per diem" charge to local governmental entities for use of our facility will be \$76.18 per day. This fee constituting two-thirds the daily cost of operating DJJ's Detention Center for FY 98-99 at an average daily population of 104 juveniles. While this is an increase over the previous per diem charge of \$63.39 per day (which had been the per diem charged for the past year), any increase to your budgets should be partially offset by changing the way local entities are billed for the cost of outside medical services provided to detained youth. These expenses are now being incorporated into the overall operating costs for our facility. Formally these expenses were billed back to local entities as these costs were incurred.

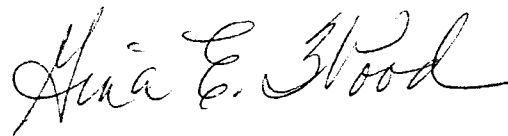
As always, this Agreement, if signed, will not cost you anything unless you choose to, or are ordered to, securely detain a juvenile, while awaiting trial or sentencing.

In order to avoid any last minute confusion, please have the enclosed contract signed and returned to the Department of Juvenile Justice, Attention: Mr. Aaron B. McCorkle, Jr., Facility Administrator, by March 1, 2000.

County Administrator  
February 15, 2000  
Page 2

It is my hope that all local entities that wish to utilize our Detention facility will enter into contracts with us, as well as keep their accounts current, and that in doing so we will all benefit from a more efficient and effective operation of this State's juvenile detention system.

Sincerely,

A handwritten signature in cursive script that reads "Gina E. Wood". The signature is written in black ink and is positioned above the printed name and title.

Gina E. Wood  
Director

GEW/djs

Enclosure

cc: Aaron B. McCorkle, Jr., Facility Administrator  
DJJ Oconee County

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

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2000, by and between the S. C. Department of Juvenile Justice (DJJ) by and through its duly authorized employee and the governing body of Oconee County, hereinafter referred to as Oconee County, by and through its duly authorized official and/or employee;

**WHEREAS**, the Juvenile Detention Act of 1990, in compliance with the Juvenile Justice and Delinquency Prevention Act of 1974, mandates, in effect, that juveniles who are held in secure detention be confined in separate and distinct facilities from adults similarly confined; and

**WHEREAS**, Oconee County does not operate or manage its own secure detention facility for juveniles, or otherwise have such a facility available to it for the secure detention of juveniles; and

**WHEREAS**, DJJ maintains and operates a secure facility for the detention of juveniles who are awaiting their adjudication and/or dispositional hearings in the Family or General Sessions Courts of this State, which has passed all necessary state inspections, and is a suitable facility for the secure 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 for two-thirds (2/3) the per diem cost of detaining juveniles who are charged with committing crimes within its jurisdictional limits at DJJ's Detention Center;

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

1. DJJ will accept in its Juvenile Detention Center those juveniles who are charged with committing criminal/status offenses within the jurisdictional limits of the above listed entity and who have been/are:
  - a. qualified to be placed in secure detention (as determined by Section 20-7-7210 (A)), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
  - b. ordered to be detained by the Family Court; or
  - c. pending waiver or juveniles (16 and below) who have been waived to the Court of General Sessions to be tried as adults; or

**MEMORANDUM OF AGREEMENT**  
**PAGE 2**

- d. 16 years old and charged as an adult with committing a Category A-D felony.
2. Acceptance will be on a space available basis and will be in accordance with admission criteria established by DJJ.
3. Oconee County agrees to assign an open Purchase Order Number \_\_\_\_\_, to be effective from April 1, 2000 to June 30, 2000.
4. The per diem rate for FY 99-00 for the detention of juveniles, to be paid by "the governing body of the law enforcement agency having original jurisdiction where the offense occurred," is \$76.18 per 24-hour day. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day.) This fee constituting 2/3rds the daily cost of operation of DJJ's Detention Center for FY 98-99 based upon an average daily population, over that period, of 104 juveniles. Payments to DJJ are to be made on a monthly basis as the costs accrue.
5. DJJ agrees to bill Oconee County 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, with payment to be made on or before the first (1<sup>st</sup>) day of the following month.
6. 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.
7. In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (24-Hour Detention/Release; Policy Number 380.01), no juvenile shall be placed in and/or transported to, a DJJ detention facility until law enforcement has notified DJJ and DJJ has conducted a detention screening, or until a Family Court Judge or other judicial official, has determined that placement in secure detention is appropriate.
8. Oconee County shall provide the DJJ 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.

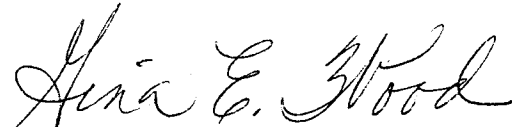
**MEMORANDUM OF AGREEMENT**  
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9. DJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a DJJ employee or screening agent. DJJ'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, or for any other reason which puts the Center at risk, should such a juvenile be accepted.
10. Either party may cancel this Agreement upon thirty (30) days written notice.
11. Sums paid or payable under this contract shall not exceed \$ \_\_\_\_\_ for fiscal year 1999-2000. However, if juveniles continue to be presented for secure detention by Oconee County once this budgeted amount has been reached, Oconee County agrees to pay for the cost of said detention as provided for in paragraph 4.

**APPROVED:**

\_\_\_\_\_  
Administrator/Manager  
(or other Authorized Official)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department of Juvenile Justice

2-15-00  
\_\_\_\_\_  
Date