



CHRISTIAN COUNTY MISSOURI

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Christian County Missouri

Approved
Dec 18, 2017 8:20 AM

Official Numbered Item 12-18-17-3

Ozark Regional Juvenile Detention Contract Renewal

Information

Department:	Christian County Commission	Sponsors:	
Category:	Discussion		

Attachments

- Ozark Regional Juvenile Detention Contract scan.002
- scan
- scan.002
- scan

Meeting History

Dec 18, 2017 8:20 AM **Christian County Commission** **October Term** **Draft**

Attendees: Judge Laura Johnson

The Commission met with presenter Judge Laura Johnson in regards to the Ozarks Regional Juvenile Detention District contract renewal. Discussion was held, and Eastern Commissioner Phillips expressed his concern that renewal of said contract is not in the County's best financial interest, and said that he would like to pursue other alternatives. Judge Johnson noted that they have run out of time, and doesn't think they'll be able to work out any type of multi-county agreement as an alternative within the time frame allotted. Further discussion was held, and Presiding Commissioner Weter entertained a motion to exercise the option of renewing said contract for another five years.

RESULT: APPROVED [UNANIMOUS]
MOVER: Hosea Bilyeu, Western Commissioner
SECONDER: Ray Weter, Presiding Commissioner
AYES: Ray Weter, Ralph Phillips, Hosea Bilyeu

Discussion

Add Comment

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CONTRACT FOR CONTINUATION OF THE OZARKS REGIONAL JUVENILE DETENTION DISTRICT

This Contract for continuation of the Ozarks Regional Juvenile Detention District (hereinafter the District) is made and entered into this 22nd day of December, 2017, by and between the following Missouri counties, acting by and through their respective County Commissions: Wright, Douglas, Ozark, Christian, and Taney (hereinafter the Counties). The District was established by agreement between the Counties dated February 1, 2001, and this Agreement provides for the continuation of the District and the juvenile services it provides.

WHEREAS, the Counties desire to establish, continue and organize the Ozarks Regional Juvenile Detention District in accordance with R.S.Mo., 211.500 in order to adequately provide for juvenile detention services and facilities; and

WHEREAS, the Counties have agreed to the following terms and conditions for establishment and continuation of the District and to set forth the duties of each county relating to the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Counties, the Counties do hereby agree as follows:

1. The name of the District shall be the Ozarks Regional Juvenile Detention District.
2. The names of the Counties within the District are Wright, Douglas, Ozark, Christian, and Taney. The boundaries of the District shall be the boundaries of each of these Counties.

3. The formula for calculating each county's contribution to the costs of the District shall be based on the population of each county, as a percentage of the total population of all of the Counties based on the 2010 census, as follows:

County	2010 Population	2010 Percentage of Total Population
Wright	18,815	10.98%
Douglas	13,684	07.99%
Ozark	9,723	05.68%
Christian	77,422	45.19%
Taney	51,675	30.16%
TOTALS	171,319	100.00%

Each county shall be responsible for all costs and expenses of the District in accordance with the percentages set forth above. These expenses and costs shall include, but not be limited to, rent for the building and premises where the juvenile detention center will be located; salaries and expenses of employees and independent contractors of the District; supplies and equipment for operation of the District; and all other reasonable and necessary expenses of the District.

4. The types of juveniles which the Ozarks Regional Juvenile Detention Center may house shall include all juveniles subject to the jurisdiction of the Circuit Court of each of the Counties which are a party to this Agreement; juveniles held for the State of Missouri, Division of Youth Services; and juveniles

from other districts and agencies outside the district as approved by the Presiding Circuit Judges of the District.

5. The District shall lease a building and premises located in Mountain Grove, Missouri that will be used as the juvenile detention center. The Lease shall be for a term of five (5) years, with the option of another five (5) years renewal at the same rate, to be approved by the Presiding Circuit Judges of the Counties included in the Ozarks Regional Juvenile Detention District, unless earlier terminated as provided in the Lease.

6. The Wright County Juvenile Office will have the right to keep its offices in the juvenile detention center, and no rent shall be charged to the Wright County Juvenile Office.

7. The duties of the Executive Director of the Detention Center shall be as described on Exhibit A attached hereto. The Executive Director shall be subject to the direct control of the Presiding Circuit Judges of the Counties included within the Ozarks Regional Juvenile Detention District, which shall have the authority to hire the Executive Director, set the Executive Director's annual salary, establish and/or change the duties of the Executive Director, and discipline or discharge the Executive Director.

8. The annual budget of the Ozarks Regional Juvenile Detention District shall be submitted for review by each Presiding Circuit Judge within seven (7) days after January 1 of each year this Agreement remains in effect. The budget shall include all details requested by each Presiding Circuit Judge of the Counties which are parties to this Agreement. The budget shall specifically

include the following: total number of employees projected for the coming year; total employee expenses, including wages, salaries, benefits and taxes; equipment costs and expenses; cost of supplies, and rent, maintenance, and other building expenses.

9. Upon approval of the District's budget by the Presiding Circuit Judges, the budget shall be submitted to the County Commission of each County. The annual budget of the Ozarks Regional Juvenile Detention District shall be approved by the County Commissions on or before the thirty-first (31st) day of January of each year this Agreement remains in effect.

10. The term of this Agreement shall be five (5) years, and in all respects identical to the term of the Lease of the juvenile detention center. This Agreement may be extended for an additional five (5) years, at the same rate, upon approval by the Presiding Circuit Judges of the Counties included within the Ozarks Regional Juvenile Detention District.

11. The Presiding Circuit Judges for each judicial circuit in the counties which are parties to this Agreement shall be responsible for oversight of all operations and activities of the District. Each Presiding Circuit Judge may designate or delegate to an Associate Circuit Court Judge in his/her judicial district the duties and responsibilities to act in this capacity.

12. In the event of any dispute or disagreement between the parties arising from or relating to this Agreement, or any dispute concerning the rights, duties, or obligations of the parties to this Agreement, then such dispute shall be resolved by binding arbitration between the parties in accordance with the

Missouri Arbitration Act, Chapter 435, RSMo. The arbitration shall be held in Mountain Grove, Missouri. The arbitrator shall be selected by the Presiding Circuit Judges of the Counties included within the Ozarks Regional Juvenile Detention District, and the arbitrator shall be a sitting or retired Circuit Judge who holds or held office outside the judicial circuits covered by this Agreement. The decision of the Arbitrator shall be final and binding upon all of the parties to this Agreement, and may be enforced by a judgment of a Court confirming the arbitration award.

13. Counties outside the Ozarks Regional Juvenile Detention District should not pay less per diem than the district counties. The cost per diem shall be calculated at the end of each calendar year and the cost for non-district counties shall be adjusted in order that non-district counties will not pay less than district counties.

This Agreement was reviewed and approved by the County Commission of each County which is a party to this Agreement, and is signed below by an authorized representative of each County. This Agreement may be executed by the parties in counterparts, by email/pdf or facsimile signatures, and such counterparts, taken together, shall be deemed to be a fully executed original of this Agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

WRIGHT COUNTY, MISSOURI

By: *Tom Walker*
Name/Title *Presiding Commissioner*

DOUGLAS COUNTY, MISSOURI

By: *[Signature]*
Name/Title *Presiding Commissioner*

OZARK COUNTY, MISSOURI

By: *John Turner* *PRESIDENT*
Name/Title

CHRISTIAN COUNTY, MISSOURI

By: _____
Name/Title

TANEY COUNTY, MISSOURI

By: _____
Name/Title

WRIGHT COUNTY, MISSOURI

By: _____
Name/Title

DOUGLAS COUNTY, MISSOURI

By: _____
Name/Title

OZARK COUNTY, MISSOURI

By: _____
Name/Title

CHRISTIAN COUNTY, MISSOURI

By: Ray Waters
Name/Title

TANEY COUNTY, MISSOURI

By: _____
Name/Title

WRIGHT COUNTY, MISSOURI

By: Josh Walker
Name/Title Presiding Commissioner

DOUGLAS COUNTY, MISSOURI

By: [Signature]
Name/Title Presiding Commissioner

OZARK COUNTY, MISSOURI

By: John Lunn - PRESIDENT
Name/Title

CHRISTIAN COUNTY, MISSOURI

By: _____
Name/Title

TANEY COUNTY, MISSOURI

By: Mike Scofield - Presiding Commissioner
Name/Title

WRIGHT COUNTY, MISSOURI

By: _____
Name/Title

DOUGLAS COUNTY, MISSOURI

By: _____
Name/Title

OZARK COUNTY, MISSOURI

By: _____
Name/Title

CHRISTIAN COUNTY, MISSOURI

By: *Ray W. [Signature]*
Name/Title

TANEY COUNTY, MISSOURI

By: _____
Name/Title