

DETENTION AGREEMENT

THIS AGREEMENT entered into on this _____ day of _____, 2017, and which subsequently automatically renews effective on November 1, 2017, for a period of one (1) year, until October 31, 2018, by and between the PARISH OF LAFAYETTE, LAFAYETTE JUVENILE DETENTION HOME, represented herein by its duly authorized Mayor-President, JOEL ROBIDEAUX, and

St. Charles Parish Government

(PARISH/AGENCY NAME)

(PARISH/AGENCY REPRESENTATIVE - PRINT NAME)

who declared as follows:

WHEREAS, the Lafayette Juvenile Detention Home (hereinafter referred to as “Detention Home”), operates as a holding facility for the detention of juveniles being detained as juvenile delinquents and/or juveniles adjudicated by the courts to the State of Louisiana Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ); and

WHEREAS, St. Charles Parish Government, (hereinafter referred to as “Parish”), has requested that the Detention Home admit, from time to time, juveniles from Parish that are classified as those that can be held in the Detention Home; and

WHEREAS, Detention Home requires as a condition of its acceptance of Parish’s juveniles, assurances from Parish that it shall pay Detention Home a per diem during such time as Parish juveniles are detained at the Detention Home.

NOW, THEREFORE, in and for the mutual considerations contained herein, the parties hereto hereby agree as follows:

I.

Detention Home agrees to admit juveniles from Parish from time to time at Detention Home’s sole discretion, with Lafayette Parish juveniles receiving priority, on the following terms and conditions:

II.

Parish agrees that for any juvenile for whom detention is granted at the Detention Home at Parish’s request, the Parish shall pay the daily per diem rate of Two Hundred Fifty Dollars (\$250.00) per day, plus any medical expenses in excess of routine medical matters handled by Detention Home’s regular physician. **The per diem rate is subject to change upon 30 days advance written notice to the Parish.**

III.

Parish agrees that in the event it requests detention of juveniles who either are adjudicated to, or, while detained, become adjudicated to, the Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ), and when the Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (DPSC/YS/OJJ) reimburses Detention Home for a portion of the per diem per RS 15:824§824.B.(1)(a), the Parish agrees that it shall pay the Difference Rate for the detention of such juveniles, which is an amount that is equal to the difference between the Detention Home regular per diem and the DPSC/YS/OJJ reimbursement rate.

IV.

Parish agrees to make payment to Detention Home within thirty (30) days of its receipt of an invoice indicating the amount owed for the detention of juveniles at the request of Parish.

V.

In the event Parish fails to make payment timely, Parish agrees to immediately remove the juvenile from custody of Detention Home and, further that Detention Home shall have the right to refuse admittance of any further juveniles from Parish until such time as payment in full is made for all outstanding accounts due to Detention Home from the Parish.

WHEREFORE, the parties hereto have affixed their signatures as their free and voluntary act or the free and voluntary act of the governmental bodies they represent, all under the day and date set forth above.

WITNESSES:

LAFAYETTE JUVENILE DETENTION HOME
PARISH OF LAFAYETTE

BY: _____
Joel Robideaux, Mayor-President
Lafayette City-Parish Consolidated Government

(Parish/Agency Representative)
St. Charles Parish Government