



**Board of County Commissioners - Staff Report**

**Meeting Date:** November 15, 2016  
**Submitting Dept:** Attorney

**Presenter:** Keith Gingery  
**Subject:** Staff Secure Facility

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**Statement / Purpose:** Approval of Staff Secure Facility agreement with Teton Youth and Family Services

**Background / Description (Pros & Cons):** This is a renewal of the same contract that the BCC/Sheriff presently have with Teton Youth and Family Services to operate the Staff Secure Juvenile Facility. Term shall be June 30, 2018. County pays \$15,829.00 per year and in addition \$240.00 per day per juvenile. The daily rate is paid by the agency placing the juvenile.

**Fiscal Impact:** \$15,829.00 per year as the base amount  
\$240 per day per juvenile

**Staff Impact:** Minimal. Some inspection oversight by Sheriff

**Legal Review:** Gingery

**Staff Input / Recommendation:** Approve

**Attachments:** Contract for Staff Secure Facility with Teton Youth and Family Services

**Suggested Motion:** I move to approve the Contract with Teton Youth and Family Services for the Staff Secure Facility

CONTRACT

BETWEEN

TETON COUNTY

AND

TETON YOUTH AND FAMILY SERVICES, INC.

A Wyoming non-profit corporation.

For Staff Secure Facility

THIS CONTRACT is entered into between Teton County, a duly organized county within the State of Wyoming (hereinafter referred to as the County), and the TETON YOUTH AND FAMILY SERVICES, INC. (hereinafter referred to as TYFS).

WHEREAS, the County owns a Juvenile Facility located in Adam's Canyon, Teton County, Wyoming; and

WHEREAS, the TYFS presently uses a portion of the new Juvenile Facility as a crisis shelter for certain populations of juveniles that are not compatible with their Group Home, and

WHEREAS, the Juvenile Facility was designed and built specifically to house both a crisis shelter and a staff secure facility, and

WHEREAS, the County desires to contract with TYFS to operate the Staff Secure Facility to be operated at the same time, but separately and distinctly from the Crisis Shelter housed in the same building, and

WHEREAS, a staff secure juvenile detention facility is defined by W.S.S. 14-4-117 as "a facility used for the detention of minors that is characterized by a trained staff to supervise the movement and activities of detained minors at the facility, without the additional use of hardware secure equipment," and

WHEREAS, the staff secure facility may also be used to house youth at risk of suicide and the County desires for TYFS to also provide services to house youth at risk of suicide.

NOW THEREFORE:

IN CONSIDERATION OF THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

Article I. Operation of the Staff Secure Shelter.

Section 1.01 The County hereby contracts with TYFS to operate the Staff Secure Facility located at the Juvenile Facility in Adams Canyon in Teton County, Wyoming. The TYFS will also be operating the Crisis Shelter within the same facility, but the two operations will be separate and distinct and the operations are separated by a locked door. The Staff Secure Facility being operated by TYFS shall be in compliance with all Federal and State regulations, specifically those regulations promulgated by the Wyoming Association of Sheriffs and Chiefs of Police titled Juvenile Detention Standards. In certain cases, such compliance may be accomplished through the assistance of law enforcement, e.g., law enforcement may complete a pat or frisk search on those juveniles they take into custody before placing them in the staff secure facility. The staff secure facility will also be used to house youth at risk of suicide pursuant to the terms as outlined in Exhibit A attached hereto.

Section 1.02 Term of Agreement. The term of this use agreement shall be until June 30, 2018, with all payments prorated accordingly. Either party may give 30 day's notice that the party wishes to terminate the use without cause.

Section 1.03 Use Payment Teton County will pay \$15,829 per year to TYFS to operate the staff secure facility, billed monthly. In addition, a daily rate of \$240 will apply to all juvenile placements held for legal matters. TYFS will collect daily rate payments directly from Teton County or from the agency in question, e.g., TYFS will collect any and all payments from the State for placement at the Staff

Secure Facility of juveniles who are in the custody of the Department of Family Services (DFS).

Section 1.04 TYFS shall provide their own security for the Staff Secure Facility and shall be solely responsible for the security and well-being of the juvenile(s) being housed by TYFS under the auspices of the Staff Secure Facility.

Section 1.05 The Staff Secure Facility shall only accept those juveniles that meet the criteria from the objective assessments. TYFS may refuse to house a juvenile in the staff secure facility that they determine needs to be housed at a hardware secure facility.

Section 1.06 The Staff Secure Facility is intended for short term placements and, unless exigent circumstances exist, will house a juvenile for a maximum of 72 hours per placement, to include time spent away from the facility in court appearances and/or other administrative or medical obligations.

Section 1.07 The Staff Secure Facility will serve Teton County, to include Grand Teton National Park and southern Yellowstone National Park.

Section 1.08 TYFS will provide a dedicated, separate staff person to supervise the Staff Secure Facility when occupied.

Section 1.09 The Teton County Sheriff's Office will conduct a once a year formal inspection based on the Juvenile Detention Standards, to be held in the first quarter of each calendar year. The Teton County Sheriff's Office will also conduct informal inspection(s) throughout the year.

Section 1.10 Any time a juvenile leaves the facility without permission the Teton County Sheriff's Office will be notified and the Teton County Sheriff's Office will search for the juvenile, with assistance from TYFS as appropriate.

Article II. Obligations of TYFS

Section 2.01 TYFS will pay all utilities on the property.

Section 2.02 TYFS shall maintain liability insurance for all claims arising out of the use of described premises, operations, sub-contractor's operations, and all liability assumed by TYFS under any contract or agreement. TYFS shall maintain liability insurance against claims for personal injury, death, or property damage occurring upon the property, or occurring off of the property if as a direct result of a juvenile being housed at the facility. The insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) day's notice to the County of the intention to cancel. The County shall be named as an additional insured on the general liability policy. TYFS shall provide certificates of insurance to the County at the signing of this agreement. The policy shall be written on the standard commercial general liability policy form with minimum limits of coverage as follows:

(a) General Aggregate	\$3,000,000.00
(b) Personal Injury limits	\$1,000,000.00
(c) Each occurrence limit	\$1,000,000.00
(d) Fire Damage Limit	\$ 100,000.00
(e) Premises Medical Payments Limit	\$ 5,000.00

(Any one person)

Section 2.03 TYFS agrees to indemnify and hold harmless the County from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs, or judgments against it arising from the TYFS's use and occupation of the premises, occasioned wholly or in part by any act or omission of TYFS, or of the guests, employees, assigns, or juveniles under their charge, whether on or off premises.

Section 2.04 The TYFS hereby agrees to be responsible for the repair of all damage to the property as a result of the actions of TYFS, their employees, and juveniles under their charge, with ordinary wear and tear excepted. TYFS may work with the Courts to seek restitution for juvenile-caused damage, as appropriate.

### Article III. Obligations of County

Section 3.01 The County shall be responsible for all major maintenance of the property with the exception of any damage caused by TYFS, their employees, or juveniles under their charge. The County shall provide snow removal at the property. The County shall provide the lawn and garden maintenance at the property.

### Article IV. Agreement Conditions

Section 4.01 The waiver by either party of any breach, condition, or provision of this Agreement shall be limited to the particular condition or provision and shall not operate or be deemed to waive any further breach or breaches of said condition or provision.

Section 4.02 No party shall assign or in any way transfer their rights or obligations, nor shall they substitute another party in their place or otherwise subcontract their rights or obligations without the express written consent of the other party.

Section 4.03 TYFS shall permit the County and its agents at all times to enter upon the premises to view the condition of the premises and improvements.

Section 4.04 In performing this Agreement, the parties shall comply with all applicable Federal, Wyoming, and local laws, ordinances, rules and regulations.

Section 4.05 The County does not waive its sovereign immunity by entering into this agreement, and retains all immunities and defenses provided by law with regard to any action based on or relating to the performance of this agreement.

Section 4.06 The laws of the State of Wyoming shall be applied in the interpretation, execution, and enforcement of the Agreement. Venue under this Agreement shall be the Ninth Judicial District, Teton County, Wyoming.

Section 4.07 This agreement may be amended only in writing, signed by both parties and specifically designated as an amendment to this Agreement.

Section 4.08 Notice to both parties under this agreement shall be made to the following addresses:

Teton County  
P.O. Box 1727  
Jackson, WY 83001

Teton Youth and Family Services, Inc.  
P.O. Box 2631  
Jackson, WY 83001

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TETON COUNTY, STATE OF WYOMING

\_\_\_\_\_  
Barbara Allen, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry Daigle, Teton County Clerk

TETON COUNTY SHERIFF

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Jim Whalen, Sheriff

TETON YOUTH AND FAMILY SERVICES

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