

MARCIE T. SOUTHERLAND
COUNTY AND YOUTH COURT JUDGE

SHERRY D. BARNETT
COUNTY COURT ADMINISTRATOR

RACHEL HARDY
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Warren County
State of Mississippi

March 5, 2020

Honorable Staci O'Neal
P. O. Box 1626
Canton, MS 39046



RE: Interlocal Agreement with Warren County To House Juveniles

Dear Judge O'Neal:

A few weeks ago, Kathy Holden, Director of Warren County Juvenile Detention Center, advised me that pursuant to a contractual agreement entered into between our respective counties, when the need arises, Madison County houses youth offenders in the Warren County Juvenile Detention Center. Please know that we appreciate working with you in this regard and at all other times when the opportunity presents itself.

Beginning in January, 2020, the makeup of the Warren County Board of Supervisors changed in that we have four newly elected board members. In speaking with Warren County Board Attorney Blake Teller in regards to Youth Court, he and I had the opportunity to discuss the housing of youth offenders from other counties. Blake and I agree that in order for Madison County to house youth offenders in Warren County Juvenile Youth Detention Center, our respective boards of supervisors must sign an Interlocal Agreement.

Enclosed herewith please find the proposed Interlocal Agreement signed by the President of Warren County Board of Supervisors which I ask that you provide to your board's attorney and Board of Supervisors for review and approval.

Upon review of the enclosed proposed Interlocal Agreement, if you or your board attorney have any questions, please to not hesitate to call. I look forward to Warren County Juvenile Detention Center continuing to provide housing for your youth offenders, however, as

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advised, Blake Teller and I find that the Interlocal Agreement signed by our respective boards is required.

Once your board has approved and signed the enclosed Interlocal Agreement, please forward same to me for filing in the Chancery Clerk's office. Again, if you have any questions, please do not hesitate to call.

With warmest regards,

A handwritten signature in blue ink, appearing to read "Marcie Southerland". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail.

MARCIE SOUTHERLAND
COUNTY JUDGE

enclosure

**INTERLOCAL AGREEMENT WITH WARREN
COUNTY TO HOUSE JUVENILES**

WHEREAS, Warren County Board of Supervisors, (hereinafter “Warren County”), owns and operates the Warren County Juvenile Detention Center, (hereinafter “Detention Center”), at 1100 Grove Street, Vicksburg, Warren County, Mississippi; and

WHEREAS, Madison County, (hereinafter “Madison County”), desires to house its juveniles at the Detention Center upon the terms and conditions as set out herein; and

WHEREAS, pursuant to Miss. Code Ann. § 43-21-301(5)(d) and § 17-1-3 of the Mississippi Code of 1972, as amended, Warren County and Madison County are authorized to enter into this Interlocal Agreement to House Juveniles.

IT IS, THEREFORE, agreed by Warren County to house juveniles of Madison County upon the following terms and conditions:

1. All Madison County juveniles must be delivered to the Detention Center accompanied with a signed Court Order from the Madison County Youth Court Judge. The Order must contain the nature of the charges and/or copy of an arrest report. Any juvenile received at the Detention Center after business hours must have a signed Court Order on file the following business day by 10:00 a.m. or Madison County will be notified to make arrangements to transport the juvenile back to its jurisdiction.

2. For each Madison County juvenile housed at the Detention Center, there will be a fee of one hundred twenty-five dollars (\$125.00) per day. A statement of housing charges will be transmitted on a 28-day cycle. Upon receipt of the statement, Madison County shall immediately pay the amount due by check payable to:

**Warren County General Fund
Delivered to: Warren County Youth Court
Attn: Rachel Hardy
1100-B Grove Street
Vicksburg, MS 39180**

3. Medical. For each Madison County juvenile delivered to the Detention Center, all pertinent medical information and medications must be provided upon arrival at the Detention Center. If, during any Madison County juvenile's stay at the Detention Center, such juvenile requires any medical or dental treatment, or hospitalization, or prescription drugs, Madison County shall be solely responsible for such costs, and Warren County is hereby authorized to direct any such medical, dental, prescription drug, or hospital provider, sufficient information for Madison County to be directly billed by such provider. Madison County's direct billing information is as follows:

4. Transportation. Transportation for Madison County juveniles shall be at the responsibility and cost of Madison County. Such transportation costs include transportation to and from medical, dental, prescription drug, or hospital providers. Warren County will only provide transportation for Madison County juveniles in emergency situations.

5. Termination. This Agreement may be terminated by either party with written notice to the other, which notice shall be provided to the above stated locations. Upon termination by either party, Madison County shall immediately make arrangements to transport its juvenile(s) from the Detention Center back to its own facilities. All costs incurred through the

time of removal of the Madison County juvenile(s) shall be billed by Warren County to Madison County as stated above. Warren County reserves the right to refuse acceptance of a juvenile for housing for any reason.

6. This Agreement shall be presented to the Attorney General for approval pursuant to § 17-13-11 of the Mississippi Code of 1972, as amended.

WITNESS OUR SIGNATURES on this the 3rd day of February, 2020.

ATTEST:

WARREN COUNTY BOARD OF SUPERVISORS

Donna F. Hardy
CHANCERY CLERK

BY: Jeff Holland
JEFF HOLLAND, President

ATTEST:

MADISON COUNTY BOARD OF SUPERVISORS

CHANCERY CLERK

BY: _____
President

STATE OF MISSISSIPPI
COUNTY OF WARREN

PERSONALLY appeared before the undersigned authority in and for said County and State, Jeff Holland, who, as President of the Warren County Board of Supervisors, for and on behalf of and in the name and by the authority of WARREN COUNTY, MISSISSIPPI, acknowledged that he executed, signed and delivered the foregoing Interlocal Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized to do.

GIVEN under my hand and Official Seal this the 3rd day of February, 2020.

Beverly D. Johnson
NOTARY PUBLIC

MY COMMISSION EXPIRES: Feb. 10, 2021



STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before the undersigned authority in and for said County and State, _____, who, as President of the Madison County Board of Supervisors, for and on behalf of and in the name and by the authority of MADISON COUNTY, MISSISSIPPI, acknowledged that he executed, signed and delivered the foregoing Interlocal Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized to do.

GIVEN under my hand and Official Seal this the _____ day of _____, 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____