

AGREEMENT

CONDITIONS OF GRANT

Juvenile Detention Center Grants

A grant is hereby awarded, commencing on the 1st day of July 2015, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to the Sedgwick County Juvenile Detention Facility, hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2016. Acceptance of grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

I. GRANTEE AGREES TO:

- A. Utilize grants funds for the construction, renovation, remodeling or operational costs of the detention facility pursuant to K.S.A. 79-4803 and amendments thereto, as submitted in the GRANTEE'S grant application.
- B. Maintain throughout the period of this grant, licensure of the juvenile detention facility as per applicable KDHE statutes and regulations.
- C. Seek per capita reimbursement for juvenile offenders as permitted under applicable state law (See Attachment A) at the rate of \$120.00 per day. Such requests for reimbursement shall be submitted to the Community Supervision Agency (CSA) of the Administrative County responsible for the supervision of the juvenile offender.
- D. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- E. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- F. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- G. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- H. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- I. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- J. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- K. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- L. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.

II. JUVENILE SERVICES AGREES TO:

- A. Receive, review for correct application of law, and process invoices received from the CSA requesting reimbursement of detention expenses as per applicable state law and Attachment A.

JUVENILE SERVICES GRANT CONDITIONS

Page 1 of 2

- B. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- C. Conduct audits and reviews of GRANTEE to determine their level of compliance with this grant and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- D. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

APPROVED BY: Director, Juvenile Detention Center

Name:

Steven D. Stonehouse
(Please Print First Name, MI, and Last Name)

Signature:



Date: 7/2/15

APPROVED BY: Kansas Department of Corrections, Juvenile Services

Name:

Ray Roberts, Secretary

Signature:

_____ Date: _____

Approved As To Form

Justin M. Waggoner
Justin M. Waggoner,
Assistant County Counselor