

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

D.W., by and through his next friend;	)	
Devonsha Fairley, K.V. by and through her	)	
next friend Sina Matheny; A.R., by	)	
and through her next friend Laura Reed;	)	
J.P., by and through his next friend Theresa	)	
Pope; A.B., by and through her	)	
next friend Bernadette Brossett; W.R. by	)	
and through his next friend, Calista	)	
Blackmon; on behalf of themselves and all	)	
persons similarly situated; MISSISSIPPI	)	
PROTECTION AND ADVOCACY	)	
SYSTEM, INC.,	)	
	)	
Plaintiffs,	)	Case No. 1:09 cv 267 LG-RHN
	)	
HARRISON COUNTY, MISSISSIPPI,	)	
	)	
Defendant.	)	
	)	

**MEMORANDUM OF AGREEMENT**

On April 20, 2009 Plaintiffs filed this litigation against Harrison County seeking to protect the federal right of youth detained at the Harrison County Juvenile Detention Center ("Juvenile Detention Center"). On June 11, 2009, the Court entered the first Agreed Order between the parties, which among other provisions, granted Plaintiff Mississippi Protection and Advocacy, Inc. access to the residents and records of the Juvenile Detention Center. Since that date the parties, including the contractor for Harrison County, Mississippi, Mississippi Security Police (hereinafter MSP), have worked collaboratively in an attempt to ensure the well-being of youth detained at the

Juvenile Detention Center. The Plaintiff and MSP have agreed to the following, until the parties can further investigate this case and attempt to negotiate a permanent resolution or obtain a ruling from the Court on any disputed issues, including any jurisdictional issues and any other defenses which are preserved by the Defendant. Counsel for the County and the Mississippi Security Police (MSP) agree to meet with counsel for Plaintiffs and a juvenile justice expert during the week of July 13, 2009 with the goal of crafting a comprehensive settlement agreement that will resolve any outstanding claims. Accordingly, the MSP, as a contractor of the Defendant, and the Plaintiffs agree to the following.

#### **OVERCROWDING**

1. MSP agrees to operate the Harrison County Youth Detention Center with a staff to youth ratio of 1:8 from the hours of 6:00 am until 10:00 pm and 1:10 from the hours of 10:00 pm to 6:00 am for any Youth detained by an order of the Harrison County Youth Court.
2. If the Harrison County Juvenile Detention Facility exceeds 90% of its full capacity for longer than 4 days MSP shall immediately identify youth accused of non-violent offenses who are eligible for less restrictive alternatives to secure detention and request from the Youth Court an emergency release for eligible youth. Full capacity shall be calculated by determining how many youth can be housed in a facility when two youth are assigned to each cell. This calculation shall not include cells that are regularly used for intake or observation, nor shall it include beds that are placed in common areas, like day rooms.

3. MSP agrees that it shall not allow more than two youths share a cell at any time.
4. MSP agrees that no youth shall be forced sleep on the floor.

#### **CELL CONFINEMENT**

5. MSP agrees that no youth shall be locked in a cell during the hours of 6:00 am to 10:00pm. However, MSP shall grant any youth's request to spend time in his or her unlocked cell during the hours of 6:00 am to 10:00 pm.
6. MSP may use 24 hour cell confinement to discipline youth who pose a serious risk bodily injury to staff or other youth. Youth who are placed on 24-hour cell confinement shall be released from their cells daily to maintain appropriate personal hygiene and to engage in one hour of large muscle exercise. Staff must perform visual checks on youth who are subject to 24 hour cell confinement every 15 minutes. Confinement for over 24 hours will be reviewed and authorized every 24 hours by Tony Best. No youth shall be subject to cell confinement for longer than 72 hours.

#### **USE OF RESTRAINTS**

7. MSP agrees that mechanical and/or chemical restraints shall not be used to punish youth or for the convenience of staff. Restraints shall only be used when a resident presents a threat of serious bodily injury to others. Restraints shall be removed from a restrained youth as soon as the threat has deescalated. No resident shall be subject to restraints until staff have first attempted verbal de-escalation techniques. Nothing in this provision shall prohibit restraints from being placed on youth during transportation, if staff have reason to believe that a youth presents a flight risk or will engage in violent behavior during transport.

8. MSP agrees that no restraints shall be placed on youth engaging in self-injurious or suicidal behavior unless restraints are ordered by a licensed mental health professional. If a licensed mental health professional deems restraints necessary to prevent a youth from harming his or herself, that youth shall be immediately transported to a mental health facility or to the emergency room of a local hospital.
9. MSP agrees that no restraints shall be placed on youth who is alone inside a cell.

#### **USE OF FORCE**

10. MSP agrees that physical force shall not be used to punish youth. Staff supervising youth who are detained by an order of the Harrison County Youth Court shall not “slam,” “take down” or “secure youth to the floor” as a form of control or a control technique. MSP Staff shall only use physical force to stop youth from causing serious physical injury to self or others. If physical force is necessary, staff must use the minimum amount required to safely contain the youth. No youth shall be subject to physical force until staff have first attempted verbal de-escalation techniques.

#### **SUICIDE PREVENTION**

11. Youth who exhibit suicidal ideation for longer than 24 hours shall be transported to a mental health facility or to the emergency room of a local hospital for evaluation and/or treatment at the mental health facility or hospital.

#### **HYGINE AND SANITATION**

12. MSP agrees Youth shall be provided with the means to maintain appropriate hygiene, including soap and shampoo for showers, which will occur at least once daily, soap for washing hands after each time the youth use the toilet, and tooth paste and a tooth brush for tooth brushing, which will occur at least twice daily.

13. MSP agrees Youth shall be provided with sleeping mats and blankets that are clean and odorless, and that have no visible stains..
14. Under no circumstances shall youth be deprived of mats and blankets as a punishment.
15. MSP shall provide all detained youth with a clean, sanitary environment, and shall perform an environmental assessment of the youth's living areas to ensure that youth are not exposed to toxic substances while detained at the detention Center.

#### **MISCELLANEOUS PROVISIONS**


16. Male and female youth shall be provided with equal access to educational services, medical care, and indoor and outdoor recreation.
17. MSP staff are prohibited from having inappropriate contact with youth. Inappropriate contact includes, but is not limited to conversations of a sexual nature, verbal sexual harassment, dissemination of sexually explicit materials inside the detention center, and sexual acts or touching.
18. MSP will collaborate with the Plaintiffs to develop a comprehensive policy that will address cross-gender supervision, sexual harassment and gender discrimination.
19. All youth shall have the opportunity to engage in at least one hour of large muscle exercise a day.

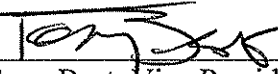
#### **STAFF TRAINING**


20. MSP shall work with Plaintiffs to design and implement a comprehensive training for detention center staff. Training shall include, but are not limited to the mandatory reporting requirements for direct care workers, the requirements of the Prison Rape

Elimination Act, verbal de-escalation techniques, adolescent brain development, and best practices for detention center administration.


AGREED: June 24, 2009

  
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Sheila A. Bedi  
Vanessa Carroll  
Counsel for Plaintiffs

  
\_\_\_\_\_  
Tony Best, Vice President  
Chief Operating Officer  
Mississippi Security Police

  
\_\_\_\_\_  
Wynn Clark, by Tim C. Holleman  
with his permission, Counsel for MSP

Acknowledgement of receipt of this agreement between MSP and the Plaintiffs:

  
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Joe Meadows by Tim C. Holleman  
With his permission, Attorney for  
Harrison County, Mississippi