

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT BETWEEN SAUNDERS COUNTY,
NEBRASKA AND SARPY COUNTY, NEBRASKA FOR HOUSING SARPY COUNTY
INMATES IN THE SAUNDERS COUNTY JAIL

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into an agreement with the County of Saunders for the temporary housing of Sarpy County inmates at the Saunders County Jail, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the agreement between the County of Sarpy and the County of Saunders for the temporary housing of Sarpy County inmates at the Saunders County Jail, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the contract with County of Saunders, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 27th day of October, 2009.

Moved by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

[Signature]

[Signature]

ABSTAIN:

[Signature]

none

[Signature]

[Signature]

County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

**AGREEMENT FOR HOUSING PRISONERS BETWEEN SAUNDERS COUNTY, NEBRASKA
AND SARPY COUNTY, NEBRASKA**

THIS AGREEMENT is made and entered into on this 27th day of October, 2009, by the County of Saunders, Nebraska, by and through the Saunders County Sheriff and the Saunders County Board of Supervisors (hereinafter "Saunders") and the County of Sarpy, Nebraska, by and through the Sarpy County Sheriff and the Sarpy County Board of Commissioners (hereinafter "Sarpy.")

WHEREAS, Saunders desires to contract with Sarpy to receive and temporarily house in the Saunders County Jail, inmate(s) who are under the jurisdiction of Sarpy and Sarpy desires to contract with Saunders to house such Sarpy inmate(s).

NOW THEREFORE, in consideration of the foregoing and pursuant to the terms and conditions delineated herein, the parties hereby agree as follows:

- I. Inmate Housing: Saunders may house Sarpy's inmate(s) from time to time at the request of the Sarpy County Sheriff.
- II. Consideration: Sarpy agrees to pay Saunders the sum of \$45.00 per day per inmate for each day that the inmate(s) are housed by Saunders. A current list of such inmate(s) housed by Saunders for Sarpy shall be maintained by the Saunders County Sheriff or his designee. Further, any and all reimbursements received by Saunders from the State of Nebraska, to cover the costs of housing Sarpy inmate(s) shall be credited against the amount which Sarpy owes Saunders per inmate, per day.
- III. Miscellaneous Provisions: the parties further agree as follows:
 - A. Saunders reserves the right to request the removal, at Sarpy's expense, of any inmate who is determined to have a communicable disease, or who violated the rules of conduct of the Saunders County Jail.
 1. If an inmate is causing abnormal or ongoing disruption to the operation of the Saunders County Jail other than those outlined above, Saunders County, at its own expense, may return such inmate to the custody of the Sarpy Jail upon notification.
 - B. The care, custody and control of an inmate determined to be a mentally ill dangerous person shall be controlled by the Nebraska Mental Health Commitment Act, Neb.Rev.State Statute 83-1001, et.seq. (Reissue 1999 and Supp. 2000).
 - C. All medical expenses for Sarpy's inmate(s) performed or obtained off Saunders premises shall be the responsibility of Sarpy. Saunders shall notify Sarpy as soon as practicable should a medical issue arise.
 - D. Saunders will not charge Sarpy for any services provided by the nursing staff at the Saunders County facility.
- IV. Transportation: Sarpy agrees to provide transportation for initial pick up of inmate(s) at Sarpy's expense. Saunders will provide transportation on a limited basis and will work in cooperation with Sarpy to meet those needs.
- V. Conformance with Jail Standards: Saunders agrees that the Saunders County Jail shall conform at all times with the controlling Nebraska Jail Standards in regards to the conditions and procedures in the Saunders County Jail when housing Sarpy inmate(s).

- VI. Completion of Term: Sarpy agrees that in the event that an inmate is required by Sarpy to be returned to the custody in Sarpy County, such inmate(s) housed by Saunders shall be returned to Sarpy at Sarpy's expense upon the inmate's release from the Saunders County Jail.
- VII. Insurance and Indemnification: At all times when housing Sarpy's inmate(s), Saunders shall have in full force and effect, a policy of insurance to cover any omission, commission, failure to act, negligence, civil rights violation, and any and all other damages and loss for any cause of action related to inmate housing which may accrue while Sarpy's inmate(s) are housed in the Saunders County Jail. Further, Saunders hereby agrees to indemnify Sarpy for any and all damages and loss occurring during the course of Sarpy's inmate(s) length of housing within the Saunders County Jail.
- VIII. Terms of Agreement: The term of this agreement shall be perpetual, commencing on the date first above written and continuing until such time as either party elects to terminate said Agreement by delivering written notice to the other party at least thirty (30) days prior to the effective date of such termination.
- IX. No Additional Entity Created: No separate legal or administrative entity is considered to be created by the Agreement, and Saunders shall remain responsible for all administrative duties for the Saunders County Jail.
- X. Completion of Agreement: This Agreement shall constitute the full and final Agreement between the parties hereto, and may not be modified by any oral representation.
- XI. Savings Clause: The Parties agree that should any paragraph, clause, phrase, or sentence within this Agreement be declared to be null, void, illegal, invalid, or otherwise unenforceable, the remainder of the Agreement shall remain binding and in full force and effect.

SAUNDERS COUNTY SHERIFF

By: *Louis S. Stokeling*

Date: 7-21-09

Approved:
Saunders County Supervisor

By: *Alexis M. Harless*
Chairperson

Attest: *Patricia D. [Signature]*
Saunders County Clerk

Date: 7-21-09

By: *Scott Kelly*
Approved as to Form:
Saunders County Attorney



SARPY COUNTY SHERIFF

By: *Jeffrey H. Davis*

Date: 10/22/09

Approved:
Sarpy County Commissioners

By: *Tom Jones*
Chairperson

Attest: *Debra [Signature]*
Sarpy County Clerk

Date: 10/27/2009

By: *Mark [Signature]*
Approved as to Form:
Sarpy County Attorney



Deb Houghtaling

Sarpy County Clerk

Fred Uhe
Chief Deputy
Fred@Sarpy.com

Renee Lansman
Assistant Chief Deputy
Renee@Sarpy.com

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@Sarpy.com

October 29, 2009

Saunders County Corrections
Attn: Dan Scott, Jail Administrators
387 N Chestnut Street
Wahoo, NE 68066

RE: Interlocal Agreement for Housing Prisoners

Dear Mr. Scott:

Action by the Sarpy County Board of Commissioners, at the meeting of October 27 2009, is as follows:

Resolution (2009-324): Approve and authorize Chairman to sign agreement with Saunders County for temporary housing Sarpy County inmates in the Saunders County Jail.

MOTION: Jansen moved, seconded by Richards, to approve the Consent Agenda items as presented. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed is an original of the subject agreement which has been signed by the Chairman as authorized by the above stated action.

Sincerely,


Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/tj

CC: Saunders County Clerk
Lt. Greg London