

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION RESCINDING INTERLOCAL AGREEMENT WITH DOUGLAS
COUNTY FOR HOUSING WORK RELEASE PRISONERS AND APPROVING NEW
INTERLOCAL AGREEMENT FOR WORK RELEASE

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, on May 11, 2010, Sarpy County approved an Interlocal Agreement with Douglas County for the housing of work release prisoners, and the changes brought about by said Agreement were not approved by the Douglas County Board of Commissioners; and,

WHEREAS, Douglas County approved a new Interlocal Agreement for work release prisoners of which is attached.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Interlocal Agreement with Douglas County for housing work release prisoners having been previously approved by this Board on May 11, 2010, is hereby rescinded with the Chairman of this Board, together with the County Clerk are hereby authorized to execute the new Interlocal Agreement on behalf of this Board. The Agreement is made pursuant to the Interlocal Cooperation Act, Neb Rev. Stat. §12-801 to 827 (Reissue 1997), concerning the housing of work release prisoners, a copy of which is attached hereto.

DATED this 8th day of June, 2010.

Moved by Rich Janzen, seconded by Rusty Hice, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]

none

Pat Thomas

ABSTAIN:

none

Cenee Lusman
County Clerk - Asst. Clerk
[Signature]



Approved as to form:
[Signature]
Deputy County Attorney

INTERLOCAL AGREEMENT

This Agreement is entered into on this 15th day of June, 2010, by and between Douglas County, Nebraska, a political subdivision of the State of Nebraska and Sarpy County, Nebraska, a political subdivision of the State of Nebraska.

Whereas Douglas County and Sarpy County have agreed to enter into a contract to receive and house certain inmates from Sarpy County who have been granted Work Release privileges pursuant to Neb. Rev. Stat. Ch. 47, art. 4, R.R.S. 2004.

Whereas pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2007), the parties wish to permit local government units to make the most of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW THEREFORE, in consideration of the foregoing and pursuant to the terms and conditions herein, Douglas County and Sarpy County agree as follows:

- 1 Services Provided:** On or about May 25, 2010, Douglas County shall extend its agreement to provide to certain qualified Sarpy County inmates housing and other usual services associated with the Work Release program within the following limits set forth below. The Douglas County Department of Corrections' Work Release program is located in the Criminal Justice Center at 1709 Jackson Street, Omaha, Nebraska.
- 2 Inmate Selection:** Sarpy County shall screen inmates for Work Release eligibility and will obtain necessary court authorization/approval of qualified inmates for placement onto Work Release. Douglas County will provide Sarpy County with written Work Release inmate eligibility criteria, and Sarpy County will follow Sarpy County and Douglas County Work Release eligibility criteria when selecting Work Release inmates. In the event an inmate that is sentenced to Work Release by a Sarpy County judge does not meet Douglas County eligibility requirements or is otherwise rejected for admission to Work Release, Douglas County will contact the sentencing judge and explain the circumstances that led to the rejection.
- 3 Right of Refusal of Acceptance:** Sarpy County will seek verification of approval from Douglas County of all Work Release placements prior to transporting inmates to Douglas County. This approval will be given within eight hours, if possible. Douglas County reserves the right to change or override the Work Release program eligibility criteria and deny acceptance of a Work Release inmate for reasons of safety and security. Douglas County also reserves the right to deny acceptance of a

Work Release inmate for reasons to include, but not limited to, bed space limitations at the Criminal Justice Center.

- 4 **Revocation of Work Release Privilege:** Douglas County may revoke or restrict the Work Release privileges of any inmate for infractions of the rules and regulations, misconduct, or due to concerns for their safety or the safety of others. Douglas County will provide immediate verbal notification of such revocation or restriction to Sarpy County and forward written notification within 24 hours. Upon notification to Sarpy County by Douglas County, Sarpy County has up to twelve (12) hours to pick up inmates from Douglas County who have been either removed or revoked from the Work Release program.

- 5 **Inmate Transportation:** Sarpy County will transport approved inmates to the Douglas County Department of Corrections (Admissions) for the processing of the inmate into the Work Release program. Sarpy County will provide Douglas County with all necessary legal documents required to complete the Work Release placement. Upon notification to Sarpy County by Douglas County, Sarpy County has up to twelve (12) hours to pick up inmates from the Douglas County Department of Corrections who have been either removed or revoked from the Work Release program.

- 6 **Inmate Management:** Sarpy County Work Release inmates will be managed in the same manner as Douglas County Work Release inmates in the following areas:
 - a. Medical Care
 - b. Inmate Financial Accounts including funds collected for the non-payment of child support
 - c. Business Recordkeeping
 - d. Income Withholding (if Court Ordered)
 - e. Treatment Privileges (substance abuse and other)
 - f. Inmate Movement Inside and Outside of the Facility
 - g. Inmate Fees for Room/Board and Drug Testing (paid by inmate to Douglas County)
 - h. Drug Testing Frequency (Sarpy County has the ability to request additional drug testing in special circumstances. Sarpy County will be responsible for the cost of additional drug testing if the cost is not paid by the inmate)
 - i. Douglas County will provide a copy of the Work Release inmate handbook to Sarpy County

Sarpy County will process all furloughs requested by Sarpy County Work Release inmates. Douglas County agrees to monitor Sarpy County Work Release inmates through telephone verification while the inmate is away from the Community Corrections Center. Such telephone verification includes, but is not limited to, a requirement that the inmate call Douglas County Work Release to report arrivals to and departures from work or furlough sites. Sarpy County inmates are also subject to random telephone verifications to determine presence or absence at the work site.

Sarpy County may perform telephone verifications in addition to the telephone verifications performed by Douglas County. Sarpy County assumes all responsibility for physically checking on Sarpy County Work Release inmates while the inmate is out of the Criminal Justice Center. Douglas County will notify Sarpy County of any security concerns discovered through telephone verification/supervision. Sarpy County will notify Douglas County of any security concerns discovered through telephone verification/supervision.

- 7 Consideration:** For the period of May 25, 2010 through May 24, 2011, Sarpy County agrees to pay Douglas County \$44.94 per day for each inmate held at the Criminal Justice Center (Work Release) under the terms of this Agreement. (See Section 12 of this Agreement for billing details.) **Note:** The per diem \$44.94 is established by applying annual CPI adjustments to the contract per diem rate (\$42.50) established in April 2007 at the start of the original contract. Instructions and a sample CPI calculation are at Exhibit 1.
- 8 Inmate Escape:** Douglas County shall process and submit all documentation necessary for the filing of escape charges to the Douglas County Attorney's Office for any Sarpy County Work Release inmate who escapes from Douglas County custody.
- 9 Notification:** Douglas County shall notify Sarpy County immediately (within one (1) hour) in the event of the escape or death of a Sarpy County Work Release inmate and as soon as possible in the event of a serious illness. Sarpy County shall notify Douglas County immediately (within one (1) hour) in the event of the escape or death of a Sarpy County Work Release inmate, assigned to Douglas County, and as soon as possible in the event of a serious illness.
- 10 Releases of Inmates:** Douglas County shall release Sarpy County Work Release inmates from custody only after Sarpy County has confirmed their eligibility for release.
- 11 Term:** This Agreement shall be in full force and effect for a period of one (1) year from effective date of this Agreement (May 25, 2010). Either party may terminate this Agreement at any time upon giving sixty (60) days written notice to the other party.
- 12 Method of Payment:** In regard to billing procedures, the parties agree to the following provisions:

 - A. Billing shall be on a pro-rated, minute by minute, basis and shall start upon the inmate's arrival at Douglas County and end upon the inmate's release from Douglas County.
 - B. On the first day of each month, Douglas County shall prepare and send to Sarpy County an itemized statement listing housing costs for all inmates detained in the Douglas County Criminal Justice Center (Work Release) during the previous month. Such statements shall include: the name and date of birth of each inmate, the dates

and times of admittance and discharge, length of stay, the total amount due for each inmate.

C. Sarpy County shall pay all charges within 30 days from the date of which the statement is received.

D. Douglas County shall maintain a current list of inmates housed for Sarpy County.

13 Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Sarpy County agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

14 Drug Free Workplace. Sarpy County assures Douglas County that it has established and maintains a drug free workplace policy.

15 Employee Work Eligibility Status. Counties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Both Counties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

16 Indemnity Clause. Douglas County shall indemnify and hold harmless Sarpy County, Nebraska, its Board of Commissioners, Sheriff's Department, agents, employees, or representatives from all claims, demands, suits, actions, payments, liability, and judgments, arising from the activities of Douglas County agents, employees or representatives while the inmates are in the control of Douglas County. Sarpy County shall indemnify and hold harmless Douglas County, Nebraska, its Board of Commissioners, Douglas County agents, employees, or representatives from all claims, demands, suits, actions, payments, liability, and judgments, arising from the activities of Sarpy County agents, employees or representatives while the inmates are in the control of Douglas County.

IN WITNESS WHEREFORE, the governmental subdivisions who are a party hereto have, on the day and year first above written, caused their agreement to be executed by the respective officers duly authorized and have caused their respective seals to be affixed hereto.

DOUGLAS COUNTY BOARD OF COMMISSIONERS,

BY: *Mary Ann Berger*

Date: June 15, 2010

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

ATTEST:

[Signature]

SARPY COUNTY BOARD OF COMMISSIONERS,

BY: *Jane Jones*

Date: 6/8/2010

ATTEST:

Rene Lusmer



Approved as to form:

[Signature]
County Attorney

**BOARD OF CORRECTIONS
DOUGLAS COUNTY, NEBRASKA**

Whereas, the Douglas County has agreed to house certain inmates from Sarpy County who have been granted Work Release privileges, and Sarpy County has agreed to have certain Sarpy County inmates who have been granted Work Release privileges housed at the Douglas County Criminal Justice Center, 1709 Jackson Street; and,

Whereas, this local government collaboration will provide efficiency and fiscal benefits to both Sarpy County and Douglas County.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF CORRECTIONS of Douglas County, Nebraska that the attached interlocal agreement with Sarpy County is hereby approved and adopted; and the Chair of this Board is authorized and directed to execute said agreement on behalf of Douglas County.

Dated this 18th day of May, 2010.

Motion by Duda, second by Tusa to approve. Amendment to change the contract from a three year contract to a one year contract by Boyle, second by Hutchings. Yeas: Boyle, Duda, Hutchings, Kraft, Rodgers, Tusa, Borgeson. Motion Passed. Vote on the contract as amended. Yeas: Boyle, Duda, Hutchings, Kraft, Rodgers, Tusa, Borgeson. Motion Passed. I move the adoption of the resolution as amended.

Adopted: May 18, 2010

(Certified Copy)



Thomas F. Cavanaugh
DOUGLAS COUNTY CLERK

Corrections No. 11
ADOPTED: May 18, 2010

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

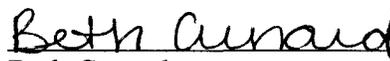
MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Work Release Agreement

On May 11, 2010 the County Board of Commissioners approved an Interlocal Agreement with Douglas County for housing work release prisoners. The Interlocal Agreement approved by the Sarpy County Board was not approved by the Douglas County Board. Douglas County approved a one year agreement instead of a three year agreement. All other terms were accepted.

It is recommended that the previous Interlocal Agreement be rescinded with the attached updated Interlocal Agreement be approved. If you have any questions, please feel free to contact me at 593-4476.

June 3, 2010


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Brian Hanson
Scott Bovick
Greg London