

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION TO APPROVE AGREEMENT WITH NEBRASKA DEPARTMENT OF CORRECTIONAL
SERVICES FOR HOUSING OF WORK RELEASE OFFENDERS**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (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, an arrangement has been proposed in which Sarpy County's Work Release offenders will be housed at the Nebraska Department of Correctional Services, and a standard form Agreement governing such arrangement is attached hereto.

WHEREAS, such standard form Agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED that the standard form Agreement with the Nebraska Department of Correctional Services, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED that the Sheriff or his designee is hereby authorized to execute such form Agreements with the Nebraska Department of Correctional Services, under the terms and conditions stated therein, and any other related documents, the same being approved by this Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 8th day of November, 2011.



Sarpy County Board Chairman

ATTEST:





Sarpy County Clerk

**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
CONTRACT FOR WORK RELEASE OFFENDERS WITH SARPY COUNTY**

This Contract for Safekeeping is entered into between the Nebraska Department of Correctional Services (Department) and Sarpy County (County) for the safekeeping of _____ (Offender), who is in the lawful custody of Sarpy County (Custodial Authority). The Custodial Authority warrants that he/she has lawful custody of the offender and that the Offender is an adult lawfully in custody of Sarpy County (Nebraska Revised Statutes 29-1001, Reissued 2008).

SARPY COUNTY AND THE DEPARTMENT AGREE THAT THESE TERMS AND CONDITIONS APPLY TO THE OFFENDER'S INCARCERATION WITHIN THE DEPARTMENT:

1. The Department will provide the custody and maintenance for the Offender beginning on _____.
2. The Custodial Authority agrees that the County will pay all costs of custody and maintenance for the Offender incurred by the Department unless otherwise noted.
3. The costs of custody to be paid by the County include, but are not limited to:
 - a. \$40.10 per diem daily rate. This rate will be reviewed annually and adjusted according to actual expenses for the prior fiscal year, based on the average actual expenses for the Community Corrections Center Omaha (CCCO) and Community Corrections Center Lincoln. The County shall receive at least 30 days notice of the revised rate, approximately October 1st of each year.
 - b. Extraordinary and non-routine care including, but not limited to, medical treatment, hospitalization, prescriptions and surgical, dental and optometry care or treatment.
 - c. Any other expenses incurred by the Department as a result of holding the Offender unless otherwise noted.
4. The Custodial Authority is responsible for all costs and arrangements for transporting the Offender to and from CCCO of the Department.
5. The Department will submit a billing to the County on a monthly basis and as soon as possible after the termination of the Agreement, shall submit a final billing for all costs incurred.
6. The County shall pay all billings within forty-five days of receipt.
7. The Department and County agree the Offender will be returned to the County at the discretion of the Department. If the Department determines the Offender should be returned to the County, the County and the Custodial Authority agree to remove the Offender from CCCO by the date designated by the Director or designee.
8. The Custodial Authority will notify the Department the same day if a court decision acquits the Offender of charges, ordered released from custody or convicted and sentenced on a criminal charge.
9. The Department, the Custodial Authority and the County agree that the Department will provide the community standard of health care to the Offender while he or she is in the custody of the Department. If the Department determines that the Offender poses a danger to himself or others because of a mental illness, or is gravely disabled by reason of mental illness and cannot be stabilized using all voluntary treatment options including medication under the Correctional Health Care Act, the County agrees the County will seek a court order allowing the Department to provide psychiatric treatment for the Offender over his or her objections, if necessary, to provide the community standard of health care; otherwise, the County shall immediately remove the Offender from CCCO.
10. The County agrees the County will participate in care decisions regarding the medical treatment of the offender. The County agrees to participate in regular meetings with the Department to make these decisions if requested by the Department. The Department agrees to provide information to the County as needed. Unless the offender requires emergency medical treatment, DCS shall notify the County in advance of any medical treatment the County is responsible for payment.
11. The Offender shall pay the Department a fee of \$12/day one week in advance. This fee will cover, but is not limited to, Offender breathalyzer and urinalysis tests as requested by the County.
12. The Department is responsible for the offender while he/she is in CCCO; the County is responsible for the offender while at his place of employment, including monitoring of the offender.
13. The Department and County agree to amend the terms of this agreement as agreed upon.

I, _____ Custodial Authority have read and understand this Contract for Work Release Offenders to be housed at the Community Corrections Center Omaha of the Department. I hereby warrant that I have the authority to enter into this Contract on behalf of Sarpy County, Nebraska and myself as evidenced by my signature on this Contract.

Signature of Custodial Authority

Receiving Personnel/Community Corrections Center Omaha

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349

Debby Peoples, Asst. Purchasing Agent
(402) 593-4164

Beth Cunard, Senior Buyer/Contract Administrator
(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

Sarpy County currently has an agreement with Douglas County for outsourcing work release prisoners for \$54.79 per day per inmate. This situation has worked well for both Counties. As an alternate site, the Sheriff's Office has contacted the Nebraska Department of Correctional Services for placement of these prisoners. The Department of Correctional Services has agreed to house prisoners in the County Work Release Program for \$40.10 per inmate per day. With an average of five work release prisoners per day, this will save Sarpy County approximately \$26,000 per year.

The Department of Corrections, located in east Omaha, requires the attached agreement to be signed by a deputy upon the inmate arrival to the facility. Therefore, it is recommended that the Board approve and authorize the use of this agreement for Sarpy County work release prisoners. If you have any questions, please feel free to contact me.

November 4, 2011



Beth Cunard

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