

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

12/001470

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN
CONSULTING SERVICES AGREEMENT WITH NICOLE KENNEDY

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, the County has a Juvenile Services Comprehensive Plan which addresses the changing needs of County juveniles and the County systems that serve them and their families; and,

WHEREAS, one of the goals within the 2012-2014 Juvenile Services Comprehensive Plan includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI), a nationally renowned reform process that effectively: lowers detention populations, enhances public safety, saves taxpayer money, reduces the overrepresentation of minority youth, and introduces other overall juvenile justice system improvements; and,

WHEREAS, County has established a JDAI Leadership Committee (Committee) which includes representatives from County's juvenile court, law enforcement, probation, diversion, public defender, attorney and administrative offices as well as representatives from the community who have an interest in juvenile issues; and,

WHEREAS, Committee requires a Consultant to assist with the implementation process; and,

WHEREAS, a Consulting Services Agreement has been proposed which outlines the Consultant's duties for the JDAI implementation, which said Agreement is reasonable and is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, are hereby authorized to execute on behalf of this Board the Consulting Services Agreement with Nicole Kennedy, a copy of which is attached hereto,

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 11th day of September, 2012.

Attest

SEAL



Debra J. Houghtaling
 County Clerk

Rusty H.
 Sarpy County Board Chairman

CONSULTING SERVICES AGREEMENT

This Agreement is entered into by and between the County of Sarpy, a political subdivision in the State of Nebraska, hereinafter "County" and Nicole Kennedy, hereinafter "Consultant". County and Consultant are referred to collectively hereinafter as "the Parties" and individually as a "Party".

WHEREAS, County has a Juvenile Services Comprehensive Plan which addresses the changing needs of County juveniles and the County systems that serve them and their families, and,

WHEREAS, one of the goals within the 2012-2014 Juvenile Services Comprehensive Plan includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI), a nationally renowned reform process that effectively: lowers detention populations, enhances public safety, saves taxpayer money, reduces the overrepresentation of minority youth, and introduces other overall juvenile justice system improvements, and,

WHEREAS, County has established a JDAI Leadership Committee (Committee) which includes representatives from County's juvenile court, law enforcement, probation, diversion, public defender, attorney and administrative offices as well as representatives from the community who have an interest in juvenile issues.

WHEREAS, Committee requires a Consultant to assist with the implementation process.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants of the parties hereinafter expressed, the PARTIES hereby acknowledge, covenant, and agree as follows:

I. DUTIES OF CONSULTANT:

- a. Lead County by coordination with Committee through the JDAI Year 1 Developmental Milestones and Tasks, a copy of which is attached hereto and incorporated herein as Exhibit "A".
- b. Coordinate regular meetings of the Committee, including all JDAI workgroups, as necessary. Duties include agenda planning, pre-meeting data review and analysis, preparation of data and other materials to be shared and discussed at the meeting, assisting the Chair with running the meeting (as necessary), and keeping minutes.
- c. Facilitate the development of a JDAI work plan.
- d. Meet, as necessary, with various parties and key stakeholders on an individual or small group basis.
- e. Review and request relevant data from the Sarpy County Juvenile Justice Center representative (JJC representative) and other County departments as appropriate.
- f. Review and analyze data and consult with JJC representative and Committee co-chairs on such analyses.
- g. Prepare, for review and endorsement by the Committee, various written documents, procedures, agreements, formal position statements, and action plans.

- i. The Consultant will work with the JJC representative and the Committee co-chairs.
- h. Assess the success and impact of JDAI related policies, procedures and practices.
- i. Act as the liaison with the Annie E. Casey Foundation.
- j. Collect and analyze data to assess the success and impact of detention alternative programs.
- k. Keep the Committee informed of progress and challenges with regular reports/communications summarizing recent issues, policy/procedure changes, significant developments, and other activities.
- l. Keep track of dates and hours worked.

II. DUTIES OF COUNTY:

- a. County will be responsible for providing records and information requested by the Consultant pertinent to the JDAI implementation.
- b. County will provide and support a computer laptop for Consultant to access information within County systems.
- c. County will provide space at the Juvenile Justice Center for those times when Consultant needs to work on site.

III. PAYMENT:

- a. Compensation for services described above shall be invoiced at \$25.00 per hour.
- b. County funds this Agreement with a grant from the Nebraska Crime Commission. Each year County is required to apply for the grant funding. Therefore, compensation is subject to the following limitations:
 - i. September 1, 2012 – June 30, 2013: compensation shall not exceed \$25,000.
 - ii. July 1, 2013 – June 30, 2014: compensation shall not exceed \$25,000.
 - iii. July 1, 2014 – June 30, 2015: compensation shall not exceed \$18,750.
- c. Consultant will keep track of dates and times worked and submit an invoice to Juvenile Justice Center representative.
- d. Invoices for time worked shall be submitted by Consultant no more frequently than every two (2) weeks and shall be due and payable within thirty (30) days of receipt.
- e. If County objects to all or any portion of an invoice, the County shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute.

IV. TERM: This Agreement shall remain in effect for a period beginning on September 1, 2012 and ending on June 30, 2015.

V. INSURANCE: During the course of services, the Consultant shall maintain Workmen's Compensation Insurance in accordance with the Workman's Compensation laws of the State of Nebraska and Automobile Liability insurance.

- VI. ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without the written consent of the other.
- VII. INDEPENDENT CONTRACTOR: Consultant shall in the performance of the Agreement at all times be an independent contractor and not an employee or agent of the County.
- VIII. TERMINATION: Either the County or Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) days prior written notice. County shall within forty-five (45) calendar days of termination pay the Consultant for all services rendered in accordance with the provisions of this Agreement.
- IX. CONFLICT OF INTEREST: Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2007), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.
- X. BREACH: Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this Agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory correction of the breach, violation or abrogation of any term, condition, clause or provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this Agreement and obtain an alternate provider to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- XI. SAVINGS CLAUSE: This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.
- XII. HOLD HARMLESS: Consultant agrees to hold harmless and indemnify County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss

of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the County, its officers, employees, assignees, or agents. Any liability on the part of County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. County does not assume liability for the actions of Consultant.

- XIII. RESIDENCY VERIFICATION CLAUSE: The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Consultant is required and hereby agrees 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. If the Consultant is an individual or sole proprietorship, the following applies:
- a. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - b. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108
- XIV. SCOPE OF AGREEMENT: This Agreement, along with the Exhibit "A", respectively, contains the entire Agreement between the County and Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Consultant.
- XV. NOTICE: Notice to the County and Consultant shall be given in writing to the agents for each party named below.

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

Consultant: Nicole Kennedy
10224 White Cap Lane
Bellevue NE 68123

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 15 day of November 2012.

CONSULTANT:

Nicole C Kennedy
Nicole Kennedy

COUNTY OF SARPY:

Attest
SEAL



Debra L. Houghtaling
County Clerk

Frederick L. 9/11/12
Sarpy County Board Chairman

Approved as to form:

Wendy A. B.
Sarpy County Attorney

EXHIBIT A

JDAI YEAR 1 DEVELOPMENTAL MILESTONES AND TASKS

Site Immersion in JDAI: Juvenile justice and related public system policy makers become familiar with and can articulate in the values, strategies, and goals of detention reform.

1. Develop overall stakeholder education and leadership.
 - Convene leadership to assume responsibility for implementation and conduct kick off meeting
 - Attend model site visit
 - Conduct “JDAI 01” conference training
 - Study publications and JDAI material (Pathways, DVD, JDAI Year One Starter Kit)

Initiative Organization: An administrative infrastructure is developed to support and direct the reform process.

1. Develop and operationalize site governance structure
 - Ensure that the JDAI collaborative has appropriate stakeholders, authority and support staff
 - Form topical work groups and engage community (i.e., non-system) representatives
 - Establish contact expectations and communications plan with Team Leader
 - Orient new collaborate members as needed.

Collecting and Analyzing Data: the JDAI collaborative develops the human resource and technical infrastructure needed to produce routine descriptive statistics on detention utilization and to assess the impact of various reform strategies.

1. Identify and initiate IT changes needed to produce descriptive statistical reports.
 - Catalog existing site data systems and capacities
 - Provide Technical Assistance Leader with all available statistical reports for review
 - Provide Technical Assistance Leader with data definitions and screens for review
 - Review and act upon any Technical Assistance reports regarding data system actions needed to produce statistical reports.

2. Conduct and participate in discussions and/or trainings on using data to drive detention reform
 - Review data reports from other sites
 - Conduct a “Using Data 101” Training

3. Complete a baseline detention utilization study
 - Review data collection manuals
 - Conduct and complete the detention utilization study
 - Disaggregate data by race/ethnicity/gender
 - Include arrests by offense and referral source
 - Analyze study results

4. Begin data collection to meet reporting expectations
 - Prepare quarterly statistical reports that monitor fundamental indicators (e.g., admissions, ADP, ALOS) and racial disparities/disproportionate minority confinement (DMC)
 - Complete annual “Results Report” for the Annie E. Casey Foundation
 - Compile public safety indicators (e.g., pre-adjudication failure to appear & re-arrest rates).

5. Develop geographic profile detention use.

6. Conduct data reviews
 - Develop distribution lists and schedule for dissemination of reports
 - Review and analyze data reports at Executive/Steering Committee meetings and work groups

Site System Assessment: A thorough documentation and analysis of juvenile detention policies, programs and practices is conducted to inform system reform activities and guide the overall process.

1. Facilitate assessment of detention policies, programs and practice by Technical Assistance Team

- Schedule stakeholder interviews
- Make available existing data as identified by the Technical Assistance Team Leader
- Assist Technical Assistance Team in conducting system assessment
- Be intentional in conducting system assessment through a racial/ethnic/gender lens
- Convene stakeholders to review and reflect upon the Technical Assistance Team's written assessment

Site Work Plan Development: A comprehensive work plan that addresses Phase One reform activities (and other activities deemed appropriate) is developed by the site.

1. Develop initial work plan

- Modify work plan as informed by site assessment, detention utilization study, and other data
- Ensure that plan includes objectives to reduce racial/ethnic disparities (DMC)
- Develop work plans for work groups
- Monitor progress of work plans quarterly
- Develop accountability measures

Targeted Reform Activities: In year one, sites develop a juvenile detention risk assessment instrument (RAI) to ensure fairness, effectiveness and objectivity in the detention screening process. Sites also develop the capacity to conduct a self-inspection of the juvenile detention facility. Sites may also address "low hanging fruit" identified through system assessment, utilization study of workgroup reports.

1. Risk assessment instrument (RAI) development

- Undergo training on RAI design, testing and implementation
- Study relevant tools and materials provided by the Technical Assistance Team Leader
- Initiate development or modification of the RAI
- Test RAI for racial/ethnic/gender biases or unintended consequences
- Pilot the new/modified RAI
- Begin data collection and reporting on RAI

2. Conditions of confinement self-inspection process

- Convene an inspection team which includes diverse system and community representatives
- Study relevant tools and materials provided by Technical Assistance Team
- Plan and participate in self-inspection training
- Conduct self inspection
- Produce report on findings of the self inspection

- Convene stakeholders to review self-inspection report and determine next steps
3. Address “low-hanging fruit”
- Identify areas of policy practice or programming that stakeholders believe can be readily changed to produce improved results
 - Review what other sites have done to improve specific problem areas identified
 - Produce recommendations for change from relevant workgroups
 - Implement reforms as circumstances permit

December 10, 2012

Dear Mr. Shea, Clerk of Sarpy County and the County Board,

Per section VIII of the Consulting Services Agreement, this letter serves as written notice of my intent to terminate my Consulting Services Agreement with Sarpy County. My final day as the Sarpy County JDAI Coordinator will be December 24, 2012.

A copy of this letter has been delivered to the County's agent, Ms. Debra Houghtaling, and to my supervisor, Mr. Dick Shea, Director of the JJC.

I wish the JJC and Sarpy County the best of luck with this important initiative.

Sincerely,

A handwritten signature in black ink that reads "Nicole C. Kennedy". The signature is written in a cursive style with a large, looping "K" at the end.

Nicole C. Kennedy