

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

12/000203

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CONTRACT WITH THE
DOUGLAS COUNTY FOR SECURE DETENTION OF JUVENILES IN CUSTODY OF SARPY
COUNTY AT THE DOUGLAS COUNTY YOUTH CENTER

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, A CONTRACT HAS BEEN PROPOSED BY WHICH Douglas County will provide secure detention services at the Douglas County Youth Center for juveniles in the custody of Sarpy County, and 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, be and hereby are authorized to execute on behalf of this Board a contract with Douglas County for secure detention at the Douglas County Youth Center of juveniles in the custody of Sarpy County, 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 7th day of February, 2012.

Attest

SEAL



Debra J. Houghtaling
County Clerk

[Signature]
Sarpy County Board Chairman

JUVENILE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 2012, by and between the County of Sarpy, Nebraska, hereinafter referred to as "County" and Douglas County, Nebraska, hereinafter referred to as "Douglas County" on behalf of the Douglas County Youth Center, hereinafter referred to as the "DCYC". The DCYC is a youth detention facility operated by Douglas County located at 1301 South 41st Street, Omaha Nebraska 68105.

WHEREAS, the Interlocal Cooperation Act, § 13-801 et seq. (N.R.S. Reissue 2007) provides that two or more public agencies may enter into agreement for joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the County desires that Douglas County provide Detention Services to certain persons held as detainees by the County under the County's lawful authority pursuant to statutes made and provided in such cases; and

~~WHEREAS, Douglas County is willing to perform this service for the County under certain terms and conditions:~~

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows by the parties hereto:

1. Douglas County will provide Detention Services to persons held as detainees by the County under the County's lawful authority. Said Detention Services shall include food, institutional clothing, shelter, personal hygiene items, programs and services, recreation, crisis counseling, and necessary staff support.
2. Douglas County will also provide available medical care to Detainees on-site at DCYC. And obtain off-site care, including but not limited to medical, mental health, dental/orthodontic, or vision care. Douglas County is hereby authorized to provide such on-site medical care, to obtain off-site care and agrees to notify County of any such care provided or obtained within a reasonable time.
3. Detention Services shall be in full compliance with applicable federal, state, and local laws, rules, and regulations including Nebraska Minimum Jail Standards for Juvenile Detention Facilities.
4. In consideration for the Detention Services provided by Douglas County, the County shall pay Douglas County the sum of \$180.00 per County detainee per day. County will pay for the first day of a detainee's detention but not for the last day of detention. Douglas County will bill County for all juveniles placed by County at the DCYC. County shall be responsible for all juveniles placed by County at the DCYC. If County determines that its youth is or was a ward of the State, it is County's responsibility to seek reimbursement from the Nebraska Department of Health and Human Services.
5. In addition to the sum set out in paragraph 3 above, County shall be financially responsible for all care provided off-site to its detainees including but not limited to medical, mental health, dental, orthodontic and vision care including but not

limited to treatment, services and medications. County shall pay the service provider directly. If such billings are sent to Douglas County, Douglas County will forward said billings on to County.

6. The DCYC shall submit itemized monthly statements to the County. Such statements shall include: the name of each detainee held, name of person authorizing detention, the dates and times of admittance and discharge, the length of stay, the per diem charges for each detainee, and the additional charges for each detainee as provided in paragraph 5, above. All charges shall be paid by the County within 30 days from the date on which the statement is received.
7. The County shall furnish all transportation of the detainee to and from the DCYC as well as to and from all off-site care, except as may be necessary for emergency care, medical or otherwise. If transportation to emergency care is provided by a third party, i.e. an ambulance, etc., County will pay that service provider directly. If such billings are sent to Douglas County, Douglas County will forward said billings on to County. In the unlikely event that Douglas County provides transportation to emergency care, Douglas County may bill and County shall pay a reasonable sum for such transport.
8. At the time of admittance of any detainee, the County shall provide:
 - (a) A court order or some other form of documentation authorizing detention, which is in accordance with the state and federal laws governing the detention of juveniles.
 - (b) A medical consent authorization form signed by the parent or legal guardian of the detainee, or by the court exercising jurisdiction over the detainee.
 - (c) The authorization called for in (a) and (b) above may be provided by fax on official letterhead, with the documents to be provided to the DCYC within 48 hours. The County shall provide a list of all individuals designated by the County to provide the authorization called for above.
9. Following admittance of any County detainee, the County shall report to DCYC, at least weekly, on the status of the case in which the detainee is involved, and DCYC shall make similar weekly reports to the County regarding the individual's detention.
10. DCYC reserves the right to refuse any request for admission; however, any such request by the County shall not be unreasonably refused. DCYC may, upon a minimum of 24 hours notice, require the County to remove and assume custody of a detainee.
11. The County shall be granted reasonable access to DCYC's facility for purposes of inspection and inquiry pertinent to the facility's general operation or detention of County detainees.

12. DCYC shall provide, upon request, a copy of all pertinent policies and procedures relating to resident and visitor rules. DCYC shall provide to County, upon request, any and all records it may possess concerning a detainee held under the County's authority.
13. This Agreement shall become effective as of February 1, 2012. This Agreement shall remain in full force and effect as provided herein subject to annual modification (per diem increase). This Agreement will terminate on June 30, 2014, unless terminated earlier as provided herein.
14. This Agreement may be terminated by either party by giving to the other party written notice of its intention to terminate at least 30 days prior to the proposed date of termination.
15. In the event Douglas County finds it necessary to increase the County detainee per diem, Douglas County will provide the County a 90 day written notice of said increase. ~~Douglas County may only increase the per diem once per calendar year ("annual modification").~~
16. The County hereby agrees to indemnify, defend and hold harmless, to the fullest extent allowed by law, Douglas County, its agents and employees, from and against all liability, expense, cost, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement or demand, including reasonable attorney fees (hereinafter "CLAIMS"), arising out of or resulting from the acts or omissions of the County, its agents and employee in performing this agreement; provided that Douglas County gives County prompt, written notice of any CLAIMS. Douglas County shall cooperate in the defense or settlement negotiation of all CLAIMS.

It is further understood and agreed that Douglas County agrees to indemnify, defend and hold harmless, to the fullest extent allowed by law, Sarpy County, its agents and employees, from and against all liability, expense, cost, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement or demand, including reasonable attorney fees (hereinafter "CLAIMS"), arising out of or resulting from the acts or omissions of the Douglas County, its agents and employee in performing this agreement; provided that Sarpy County gives Douglas County prompt, written notice of any CLAIMS. Sarpy County shall cooperate in the defense or settlement negotiation of all CLAIMS.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Political Subdivision Tort Claims Act or other applicable provisions of law.

17. **GENERAL TERMS AND CONDITIONS.**

A. Independent Contractor. The Parties shall act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither of the Parties nor its personnel, employees, agents or contractors shall be entitled to any benefits of the other. The Parties

shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

B. Amendment/Merger. This instrument contains the entire agreement of the parties and is intended as a complete and exclusive statement of the promises or conditions. This Agreement supersedes all prior oral or written representations and statements between the Parties. This Agreement shall be binding on all successors and assigns of the respective parties. Any amendment to this Agreement shall be in writing, dated and signed by all parties in order to be effective; except, Douglas County may increase the per diem ("annual modification") as provided herein.

C. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, both parties agree that each will not 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.

D. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect to this Agreement shall be in the courts of Douglas County, Nebraska or for any federal action, it shall be in Omaha, Nebraska, the United States District Court for the State of Nebraska.

E. Assignment. This Agreement is exclusive to the parties and may not be assigned except on prior written consent of the non-assigning party. Any attempted assignment without such approval shall be void and shall constitute a material breach of contract.

F. Severability/Waiver. If any part of this Agreement shall be adjudged contrary to law, that part shall be severed and the remaining provisions shall remain in full force and effect. The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which is it not obligated to do hereunder shall not be

deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

G. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-108- 114).

Both parties hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.

Neither Party is an individual or sole proprietorship. If a party were an individual or sole proprietorship, the following would apply:

- a) The Party 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 Party indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c) The Party understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

H. Third Party Rights. This Agreement does not create any third-party rights to employees, detainees, or others who are not a party to this Agreement.

I. Dispute Resolution. Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

J. Notice. All notices required to be sent hereunder shall be deemed sufficient if in writing and if personally delivered or if mailed by certified mail, postage prepaid, to:

In the case of Sarpy County:

Dick Shea
Sarpy County Juvenile Justice Center
9701 Portal Road
Papillion, NE 68046
(402) 537-7000

AND

Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

In the case of the DCYC:

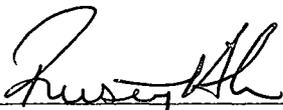
Mr. Brad Alexander, Superintendent
Douglas County Youth Center
1301 South 41st Street
Omaha, NE 68105
(402) 444-1924.

The place or persons for such notices may be changed from time to time by written notice to either party.

K. Compliance with Laws. In performance of this Agreement, both parties will comply with all applicable governmental laws, regulations, and ordinances.

L. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

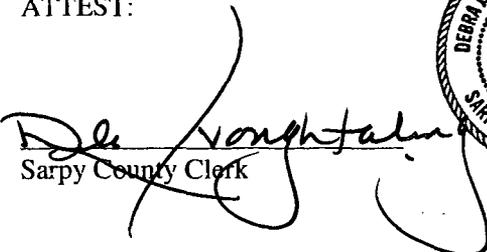
SARPY COUNTY, NEBRASKA



Chairperson, Sarpy County Board of Commissioners

DATE: 2/7/2012

ATTEST:



Sarpy County Clerk

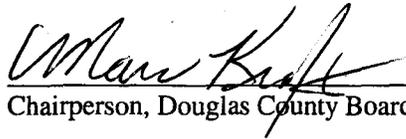


APPROVED AS TO FORM:



Sarpy County Attorney

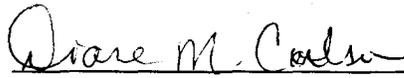
DOUGLAS COUNTY, NEBRASKA



Chairperson, Douglas County Board of Commissioners

DATE: 3-28-2012

APPROVED AS TO FORM:



Deputy Douglas County Attorney

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved

WHEREAS, Sarpy County desires that Douglas County provide Detention Services to certain persons held as detainees by Sarpy County under the County's lawful authority pursuant to statutes made and provided in such cases; and

WHEREAS, Douglas County is willing to perform this service for Sarpy County under specified terms and conditions; and

WHEREAS, This Agreement shall become effective as of February 1, 2012. This Agreement shall remain in full force and effect as provided herein subject to annual modification (per diem increase). This Agreement will terminate on June 30, 2014, unless terminated earlier as provided herein.

WHEREAS, Douglas County desires to renew said agreement with Sarpy County, and,

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT the attached agreement between Douglas County and Sarpy County for February 1, 2012 to June 30, 2014 is hereby approved and adopted and the Chair of this Board is authorized and directed to above listed services.

DATED this 31st day of January 2012

Motion by Tusa, second by Boyle to approve. I move the adoption of the resolution.
Adopted: January 31, 2012
Yeas: Borgeson, Boyle, Duda, Morgan, Rodgers, Tusa, Kraft

(CERTIFIED COPY)



Thomas F. Cavanaugh
Douglas County Clerk

DOUGLAS COUNTY YOUTH CENTER

Brad Alexander
Superintendent
1301 South 41st Street
Omaha NE 68105

Phone Number (402) 444-7492
Fax Number (402) 444-4252

February 10, 2012

Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

Dear Sarpy County Clerk,

Enclosed are (2) originals of the agreement with Sarpy County to provide Detention services at a rate of \$180.00 which has been executed by the Chair of the Douglas County Board of Commissioners.

Please sign the enclosed documents and return originals in the envelope provided.

Thank you for your time.



Denise Greunke
Administrative Assistant
Douglas County Youth Center

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

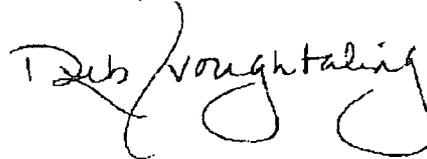
February 15, 2012

Denise Greunke
Douglas County Youth Center
1301 South 41st Street
Omaha NE 68105

RE: Sarpy County and Douglas County Agreement for Detention Services

Enclosed is the fully executed agreement and a copy of the Sarpy County Board resolution for the above referenced interlocal agreement.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/cv