

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

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CONTRACT WITH THE**  
**DOUGLAS COUNTY FOR STAFF SECURE DETENTION OF JUVENILES IN CUSTODY OF**  
**DOUGLAS COUNTY AT THE SARPY COUNTY JUVENILE JUSTICE 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 Sarpy County will provide staff secure detention services for juveniles in the custody of Douglas 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 staff secure detention of juveniles in the custody of Douglas County at the Sarpy County Juvenile Justice Center, 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 7<sup>th</sup> day of February, 2012.

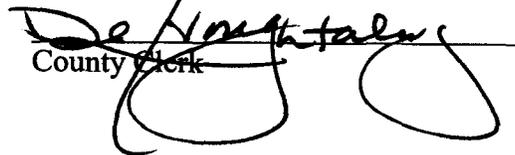
Attest

SEAL





Sarpy County Board Chairman

  
County Clerk

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

**WHEREAS**, the Inter-local Cooperation Act, NEB.REV.STAT. §13-801 *et seq.*, provides that two or more public agencies may enter into agreement for the joint cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and,

**WHEREAS**, Douglas County desires to contract with Sarpy County, Nebraska to house juveniles at the Sarpy County Juvenile Justice Center, a staff secure housing facility operated by Sarpy County at 9701 Portal Road Papillion, NE.

**NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA** that the attached Interlocal Agreement with Sarpy County, Nebraska 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 31<sup>st</sup> day of January, 2012.

Motion by Borgeson, second by Tusa 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

Resolution No. 86  
ADOPTED: January 31, 2012

**Agreement Between Douglas County, Nebraska and  
Sarpy County, Nebraska**

This Agreement is entered into by Douglas County, Nebraska, a political subdivision of the State of Nebraska ("Douglas County") and Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("Sarpy County"), for the purposes of engaging in a pilot project for staff-secure detention services.

WHEREAS, the Inter-local Cooperation Act, NEB.REV.STAT. §13-801 *et seq.*, provides that two or more public agencies may enter into agreement for the joint cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Douglas County desires to contract with Sarpy County to house juveniles at the Sarpy County Juvenile Justice Center, a staff secure housing facility operated by Sarpy County at 9701 Portal Road Papillion, NE; and

WHEREAS, Sarpy County is willing to perform this service for Douglas County under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Description of Services.** Sarpy County will provide up to ten (10) beds for youth, detained in Douglas County, who are determined by Probation Intake to be at risk to themselves or others, but whom either cannot be detained at the Douglas County Youth Center (DCYC) pursuant to Nebraska revised statutes or is determined by Probation Intake to not require the level of detention provided at the DCYC. Pursuant to the terms of this Agreement, Sarpy County will assume the supervision, safekeeping, care and sustenance of those juveniles who are taken to the Sarpy County facility and are held under Douglas County's lawful authority.

**2. Payment for Services and Purpose of this Agreement.** Douglas County will pay to Sarpy County one hundred and eighty dollars (\$180.00) per day for each youth that Douglas County sends to Sarpy County for Staff-Secure Detention. There is no requirement that Douglas County pay for a bed that is not used. Douglas County agrees to pay for the first day of detention, but not the last day. Sarpy County will send Douglas County a monthly invoice for this payment, and Douglas County will pay said invoice within thirty (30) days of receipt. Such statement will include: the name and date of birth of each juvenile, name of the person authorizing detention, the dates and times of admittance and discharge, length of stay, and the total amount due for each juvenile.

Douglas County is responsible for all juveniles placed by Douglas County at the Sarpy County Juvenile Justice Center. If Douglas County determines that its juvenile is or was a ward of the State, it is Douglas County's responsibility to seek reimbursement from the Nebraska Department of Health and Human Services.

The parties agree that the intent of this Agreement is for Sarpy County to charge Douglas County the same rate for staff-secure detention services that Douglas County charges Sarpy County to provide secure detention services. Therefore, at any time during the term of this Agreement the rate Douglas County charges to Sarpy County for secure detention services changes pursuant to any applicable agreement, then the rate that Sarpy County charges Douglas County for staff-secure detention services pursuant to this Agreement shall be changed to match that rate. Said

new rate under this Agreement shall be effective the same day as the new rate under the other applicable agreement in which Douglas County charges Sarpy County to detain Sarpy County juveniles in a secure detention facility.

Douglas 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 visions care including but not limited to treatment, services, and medications. Douglas County shall pay the service provider directly. If such billings are sent to Sarpy County, Sarpy County will forward said billings to Douglas County.

**3. Scope of Services.** Douglas County agrees to provide authority for staff secure detention to Sarpy County by providing a copy of Detention Authorization and/or Court Order. If a juvenile is identified by Douglas County as having a specific mental health or medical need, then that information will be provided to Sarpy County, if available.

It is the responsibility of Douglas County to notify Sarpy County when the juvenile should be released and further to provide appropriate written documentation for the release authorization, i.e. Court Orders or Transport Orders.

Douglas County agrees to communicate with Sarpy County detention center staff and the juvenile while the juvenile is in staff secure detention. Therefore, Douglas County agrees to share information prior to placement and during placement about each juvenile, including relevant health and background facts and on-going case information, to plan with Sarpy County regarding the services to be developed and provided to the child, and to insure safety for the juvenile and others. In addition, Douglas County will provide any law violations that resulted in the juvenile being placed into the custody of Douglas County and the Medicaid number of the juvenile. Medications and doctors' orders will accompany the juvenile at the time of placement when possible.

Sarpy County reserves the right to refuse any request for admission and at any time require Douglas County by written notice to remove and assume custody of any juveniles referred by Douglas County. If Sarpy County determines that a juvenile currently residing in the Juvenile Justice Center is not appropriate for placement in said facility, notice shall be given to Douglas County and the juvenile shall be removed within 12 hours of notification.

If the daily resident population exceeds 28 or Sarpy County determines that the Juvenile Justice Center cannot accept further juveniles based upon staffing or bed space, Douglas County agrees to remove the juvenile within 12 hours of placement. Sarpy County shall give immediate phone notification to Douglas County of the need to remove a juvenile.

Notice for this Section 3 regarding the removal and release of a juvenile shall be to the following:

**For Douglas County:**

John Seaman  
Douglas County Youth Center  
1301 S. 41<sup>st</sup> Street  
Omaha, NE 68105  
402-444-1903

**For Sarpy County:**

Shift Supervisor  
Phone: 402-537-7000  
Fax: 402-537-7080  
9701 Portal Road  
Papillion, NE 68046

Sarpy County is authorized to provide/obtain all necessary emergency medical care of juveniles placed in their care by Douglas County. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, Sarpy County shall contact Douglas County no later than the next working day. Sarpy County will document all medical contacts, emergency and non-emergency, in the juvenile's case record. Douglas County shall pay the service provider directly. If such billings are sent to Sarpy County, Sarpy County will forward said billings to Douglas County.

**4. Independent Contractor.** Both parties understand and agree that Sarpy County is an independent contractor under the provisions of this Agreement and not employed by or otherwise affiliated with Douglas County. 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.

**5. Term, Termination, and Renewal of the Agreement.** The Agreement will begin January 1, 2012, and end December 31, 2012. Either Party may terminate this Agreement without cause with thirty (30) days written notice to the other party. This Agreement shall automatically renew for two (2) successive one-year terms unless either Party gives written notice of its intention not to renew sixty (60) days before the expiration of the current term.

**6. Insurance.** Sarpy County agrees to purchase and maintain during this Agreement comprehensive general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in aggregate with a five million dollar (\$5,000,000.00) umbrella policy and Workers Compensation Insurance as provided by statute. Sarpy County shall be responsible for all of its premiums, deductibles and co-pays associated with such insurance. Sarpy County shall also purchase and maintain during the term of this Agreement Professional Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, three million (\$3,000,000.00) in aggregate and a five million (\$5,000,000.00) umbrella policy. Sarpy County shall be responsible for all premiums, deductibles and co-pays associated with all such insurance. Sarpy County's insurance carrier

shall provide Douglas County with a Certificate of Insurance for each such policy upon Douglas County's request to Sarpy County.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Sarpy County or his interests. Sarpy County is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit Sarpy County's liability hereunder or to fulfill the indemnification provisions of this Agreement.

**7. Release and Indemnity.** Each party will indemnify, defend and hold harmless the other party from any and all liability, expense, cost, reasonable attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

This provision is 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.

**8. Confidentiality.** Sarpy County acknowledges that in order to perform services ("Services") under this Agreement, it may require access to personal health information (hereinafter "INFORMATION"). INFORMATION that may be disclosed to or used by Sarpy County includes, but is not limited to, names and demographics of the juveniles, treatment, programs, and patient medical records. Such INFORMATION is confidential. The permitted and required uses and disclosures of INFORMATION are specifically limited to that necessary for Sarpy County to provide the Services under this Agreement. In addition, Sarpy County agrees to:

- a. not disclose or provide INFORMATION to anyone other than its employees, Douglas County or other approved party. No other information is to be disclosed to any party.
- b. To use and disclose INFORMATION only as permitted or required by this Agreement and as allowed by the applicable laws;
- c. Use reasonable safeguards to prevent use or disclosure of INFORMATION not otherwise provided for by this Agreement or allowed by law;
- d. That it will not at any time or in any manner, either directly or indirectly, use any INFORMATION for its own benefit, or otherwise divulge, disclose, or communicate in any manner any INFORMATION to any third party except as allowable by law, this Agreement or with written consent of Douglas County;
- e. At termination of this Agreement, return to Douglas County or destroy all INFORMATION received from, or created or received by Sarpy County on behalf of Douglas County that it or its employees, subcontractors or agents

still maintain in any form, and retain no copies of such INFORMATION. If Sarpy County is unable to return or destroy such INFORMATION, the terms of this section shall apply to such INFORMATION for as long as it or its employees, subcontractors or agents has possession of or access to such INFORMATION; and

- f. Sarpy County also agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- g. Notwithstanding any other provision of this Agreement, and in addition to any other remedies that Douglas County may have, Douglas County may immediately terminate this Agreement without penalty or recourse to it if it determines, in its sole discretion, that Sarpy County, its employees, subcontractors or agents have violated a material term of this section.
- h. The parties' obligations and rights under this section shall survive termination of this Agreement.

**9. 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, and shall be binding on all successors and assigns of the respective parties. Any change or amendments to this Agreement shall be in writing and signed by all parties in order to be effective; except, any changes in the per diem rate pursuant to the provisions of paragraph 2 shall not require written amendment.

**10. Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Sarpy County agrees that it shall 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.

**11. 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.

**12. Assignment and Delegation.** This Agreement is exclusive to the parties and may not be assigned nor duties delegated by Sarpy County except on prior written consent by Douglas County. Any attempted assignment without such approval shall be void and shall constitute a material breach of contract.

**13. Drug Free Policy.** Sarpy County assures Douglas County that it has established and maintains a drug free workplace policy.

**14. Funding Out Clause or Loss of Appropriation.** Due to possible future reductions in County, State and/or Federal appropriations, Douglas County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, Douglas County reserves the right to terminate this Agreement. In the event of such termination, Douglas County shall send Sarpy County a Notice of Termination by certified mail, return receipt requested, or may deliver said notice in person with proof of delivery. The effective date of such termination shall be specified in the notice as

the date of service of the notice or the actual effective date of the funding reduction, whichever is later. If Douglas County terminates the Agreement pursuant to this section, Douglas County shall pay to Sarpy County all due compensation for services provided by Sarpy County prior to termination.

**15. 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 Douglas County or Sarpy County which it is not obligated to do hereunder shall not be deemed to impose any obligation upon Douglas County or Sarpy County to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

**16. Documents Incorporated by Reference.** All references in this Agreement to laws, rules, regulations, guidelines, and directives which set forth standards and procedures to be followed by Sarpy County in discharging its obligations under this Agreement, as well as any amendments, during the term of this Agreement shall be deemed incorporated by reference and made a part of this Agreement, with the same force and effect as if fully set forth herein.

**17. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-108-114).** Sarpy County 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 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 Contractor is an individual or sole proprietorship, the following applies:

- A. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- B. If the Contractor 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 Contractor 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.

**18. Third Party Rights.** This Agreement does not create any third-party rights to employees, juveniles served pursuant to this Agreement, or others who are not a party to this Agreement.

**19. 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.

**20. 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  
Phone: 402-537-7000

and

Deb Houghtaling, Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

In the case of Douglas County:

Kathleen Kelley, CAO  
1819 Farnam Street, Suite LC2  
Omaha, NE 68183  
(402) 444-6237

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

**21. Licensing.** Sarpy County agrees to comply with any and all required licensing provisions of the Nebraska Revised Statutes and all other applicable State, Federal or local laws or regulations in the performance of this Agreement.

**22. Compliance with Laws.** In performance of this Agreement, both parties will comply with all applicable governmental laws, regulations, and ordinances. Without limitation of the foregoing, the parties acknowledge that to the extent that Internal Revenue Code § 3402(t) applies to this Contract, Douglas County shall make withholdings from all payments made pursuant to this Contract. All such withholdings will be in accordance with Internal Revenue Code § 3402(t) and all related regulations.

**23. Background Checks.**

Sarpy County will conduct background checks on all employees. Background checks must, at a minimum, include:

- a. Nebraska and Iowa Sex Offender Registry;
- b. Nebraska and Iowa Child Abuse and Neglect Central Register;
- c. Nebraska and Iowa Adult Abuse and Neglect Central Registry;
- d. Federal Criminal Report (via IntelliCorp web-based reporting); and
- e. Motor Vehicle Record (also via IntelliCorp web-based reporting).

In the event that the individual has resided in Nebraska for less than two (2) years, the Sarpy County will conduct the same or substantially similar background check in the state(s) of previous residence.

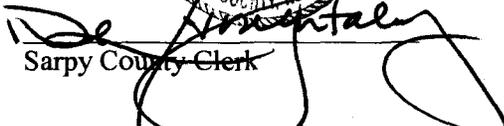
This Agreement is executed on this 7<sup>th</sup>, day of February, 2012.

SARPY COUNTY, NEBRASKA

  
\_\_\_\_\_  
Chairperson, Sarpy County Board of Commissioners

DATE: 2/7/12

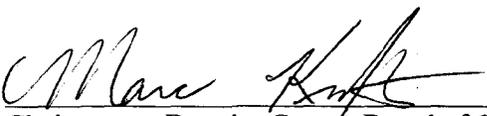
ATTEST:

  
  
\_\_\_\_\_  
Sarpy County Clerk

APPROVED AS TO FORM:

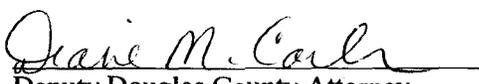
  
\_\_\_\_\_  
Sarpy County Attorney

DOUGLAS COUNTY, NEBRASKA

  
\_\_\_\_\_  
Chairperson, Douglas County Board of Commissioners

DATE: 1-31-2012

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Douglas County Attorney



**BOARD OF COMMISSIONERS  
MARC KRAFT, CHAIR**

**MARY ANN BORGESON**

**MICHAEL BOYLE**

**CLARE DUDA**

**P.J. MORGAN**

**CHRISTOPHER RODGERS**

**PAM TUSA**

**Kathleen A. Kelley, Chief Administrative Officer**

February 6, 2012

Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

RE: Staff-Secure Interlocal Agreement

Deb:

The Staff Secure Interlocal Agreement between Sarpy and Douglas County is attached. There are two originals for the appropriate Sarpy signatures.

Once signed, please return to me the original that is stamped in red "County of Douglas – Official Record" for filing in our Clerk's Office.

Please let me know if you have any questions or concerns regarding this matter. Thank you.

Sincerely,

Patrick Bloomingdale  
Deputy County Administrator

# Deb Houghtaling

Fred Uhe  
Chief Deputy

# Sarpy County Clerk

Renee Lansman  
Assistant Chief Deputy

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1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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February 10, 2012

Patrick Bloomingdale  
Deputy County Administrator  
1819 Farnam St., Ste. LC 2 Civic Center  
Omaha NE 68183

Dear Mr. Bloomingdale,

Action by the Sarpy County Board of Commissioners on February 7, 2012 is as follows:

Resolution 2012-46: Authorize Chairman to sign contract with Douglas County for staff secure detention of juveniles in custody of Douglas County at the Sarpy County Juvenile Justice Center. Dick Shea, Juvenile Justice Center Director

MOTION: Nekuda resolved, seconded by Warren, to approve the resolution for the agreement with Douglas County beginning January 1, 2012 through December 31, 2012 and shall renew for two (2) successive one year terms. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Enclosed please find attached a fully executed agreement per your request.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosure  
DH/kk