

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT BETWEEN WASHINGTON COUNTY,
NEBRASKA AND SARPY COUNTY, NEBRASKA FOR HOUSING JUVENILES IN THE
SARPY COUNTY JUVENILE JUSTICE CENTER

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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,

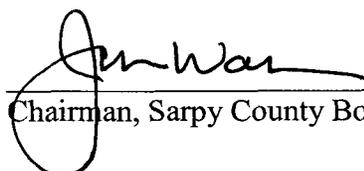
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2012), for the housing of Washington County juveniles in the Sarpy County Juvenile Justice Center, a copy of which is attached hereto.

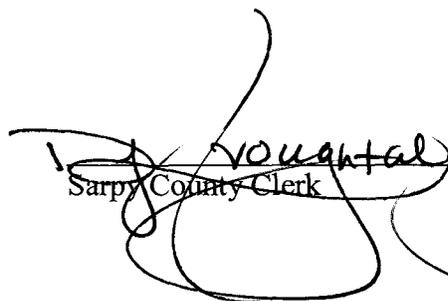
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that, this Board hereby approves and adopts the attached Interlocal Agreement for the housing of Washington County juveniles in the Sarpy County Juvenile Justice Center.

BE IT FURTHER RESOLVED, 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 the Agreement, with Washington County, a copy of which is attached hereto, and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 24th day of September 2013.



Chairman, Sarpy County Board



Sarpy County Clerk



Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: JJC Holding Juveniles for Washington County

The County currently has several agreements with other Counties who utilize the JJC to hold their juveniles. The attached agreement is similar to previous agreements with the same rate of \$170 per detainee per day. Please feel free to contact me with any questions.

September 19, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Dick Shea

INTERLOCAL COOPERATION AGREEMENT

This Agreement made and entered into this 8 day of October, 2013 by and between the County of Washington, Nebraska, hereinafter referred to as "County" and the Sarpy County Juvenile Holdover Facility, hereinafter referred to as the "Holdover Facility."

WHEREAS, this Interlocal Cooperation Act, 13-801 et seq. R.R.S. 1943 (Reissue 2012) 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 the Holdover Facility assume the safekeeping, care and sustenance of certain juveniles held as detainees by the County under the County's lawful authority pursuant to statutes made and provided in such cases; and

WHEREAS, the Holdover Facility is willing to perform this service for the County under certain terms and conditions.

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

1. The Holdover Facility will assume the safekeeping, care and sustenance of persons held as detainees by the County under the County's lawful authority. Said safekeeping, care and sustenance shall include food, clothing, shelter, programs and services, recreation, crisis counseling and necessary staff support.
2. In consideration of the safekeeping, care and sustenance provided by the Holdover Facility, the County shall pay the Holdover Facility the sum of \$170.00 per County detainee for each day. For the purposes of this paragraph, a day shall be a period of time of 24 hours or less. For detainees present in the facility for more than 24 consecutive hours, the charge shall be calculated by dividing the total hours present by 24 to arrive at the number of days, with any fraction remaining to be charged as a full day.
3. In addition to the sums set out in paragraph 2, above, the County shall pay to the Holdover Facility:
 - a. Unless emergency care is needed, the costs of routine medical care at the facility, including medications, required by the detainee while in the custody of the Holdover Facility; and
 - b. The actual cost of repairing property damage caused by the detainees while in the custody of the Holdover Facility;

12. The County shall be granted reasonable access to the Holdover Facility for purposes of inspection and inquiry pertinent to the facility's general operation or detention of individuals held for the County.
13. The Holdover Facility shall provide, upon request, a copy of all pertinent policies and procedures relating to resident and visitor rules.
14. The agreement shall become effective upon execution by both parties and shall remain in full force and effect subject to annual modification in September to determine the retroactive rate effective as of July 1 of each year.
15. This agreement may be terminated by either party giving to the other party written notice of its intention to terminate at least 30 days prior to the proposed date of termination.
16. The County agrees to indemnify and hold harmless, to the fullest extent of the law, Sarpy County, Nebraska, its agents and employees, from and against all losses, claims and damages, including attorney fees, arising out of or resulting from the acts or omissions of the County, its agents and employees in performing this agreement and further agrees to provide at its own expense, liability insurance to indemnify itself in the event it became liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing this agreement; and the Holdover Facility agrees to indemnify and hold harmless, to the fullest extent of the law, Washington County, Nebraska, its agents and employees, from and against all losses, claims and damages, including attorney fees, arising out of or resulting from the acts or omissions of the Holdover Facility, its agents and employees in performing this agreement and further agrees to provide at its own expense, liability insurance to indemnify itself in the event it became liable for payment of a judgment based upon the acts or omissions of its agents and employees in performing this agreement.
17. The County agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The 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 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.
18. The Holdover Facility agrees that it will at all times perform the services called for herein in conformity with all applicable federal, state and local laws, regulations and ordinances.

EXECUTED BY THE COUNTY OF WASHINGTON, NEBRASKA this 8 day of
October, 2013.

SEAL

NEBRASKA

ATTEST:

Gregory M. Grubben
County Clerk



COUNTY OF WASHINGTON,

By: Jeff Reed
Chairperson, Board of Commissioners

EXECUTED BY THE COUNTY OF SARPY, NEBRASKA this 24th day of
September, 2013

SEAL

ATTEST:

Debra L. Houghtaling
County Clerk



COUNTY OF SARPY, NEBRASKA

By: Jimman
Chairperson, Board of Commissioners