

**COUNTY BOARD OF CORRECTIONS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING CORRECTIONS OPERATING AGREEMENT**  
**PURSUANT TO NEB. REV. STAT. §23-2809**

WHEREAS, the County Board of Corrections is charged with the operation of correctional facilities in Sarpy County by virtue of Neb. Rev. Stat. §23-2804(Reissue 2012); and,

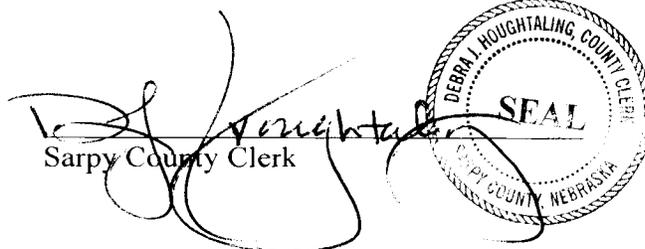
WHEREAS, of Neb. Rev. Stat. §23-2809(Reissue 2012) a board of corrections may enter into contracts to provide goods or services essential to the operation and maintenance of the county jail; and,

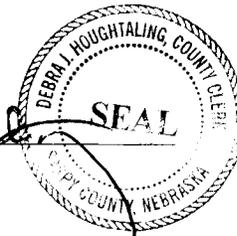
WHEREAS, an Operating Agreement has been proposed by which the Sarpy County Sheriff would staff and operate the correctional facilities in Sarpy County, and said Agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair, is hereby authorized to sign the Operating Agreement with the Sarpy County Sheriff, a copy of which is attached hereto, the same being approved by this 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 3<sup>rd</sup> day of December, 2013.

  
 Chairman, Sarpy County Board

  
 Sarpy County Clerk



## **OPERATING AGREEMENT**

This Operating Agreement (hereinafter, "Agreement") is made effective as of the 3<sup>rd</sup> day of December, 2013, by and among the Sarpy County Board of Corrections, (hereinafter, "Board") and the Sarpy County Sheriff's Office (hereinafter, "Sheriff"), collectively referred to as "the Parties".

**WHEREAS**, the Board is given charge of the County Jail and correctional facilities and of all persons by law confined therein by virtue of Neb. Rev. Stat. § 23-2800, *et seq.*; such duties haven previously been exercised by the Sheriff; and,

**WHEREAS**, the Agreement states that the Sheriff would provide the goods and services essential to the operation and maintenance of the County Jail, as allowed by Neb. Rev. Stat. § 23-2809 and as described below; and

**WHEREAS**, the Board and Sheriff desire to enter into the Agreement.

**NOW, THEREFORE**, in consideration of the premises, the provisions and the respective covenants and agreements set forth in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. DUTIES OF BOARD**

Commencing on the Effective Date and continuing during the Term, the Board will be obligated to:

1. Provide supplies, improvements, buildings, structures, fixtures, equipment as may be necessary to operate the Sarpy County Jail and Juvenile Justice Center (hereinafter known as the "Facilities") in accordance with customary and usual practices and standards, all Federal and State laws, rules and regulations, and such rules and other regulations which may apply
2. The Board will build and maintain in operable condition and good working order the improvements, buildings, structures, fixtures, equipment used in the Sarpy County Jail, in conformity in all material respects with all applicable codes and rules, and will repair and replace such improvements, buildings, structures and equipment as necessary in order to operate the Facilities in accordance with this Section.
3. The Board will provide a financial budget adequate to perform the above tasks and to adequately fund the personnel needs of the Sheriff under this agreement. The establishment of said budget and any expenditures from said budget shall be

done in compliance with law and the usual practices and procedures of Sarpy County.

## **II. DUTIES OF SHERIFF**

Commencing on the Effective Date and continuing during the Term, the Sheriff will be obligated to:

1. Operate the Facilities in accordance with the provisions of Neb. Rev. Stat. §§ 47-101 to 47-104, if applicable, and such other relevant laws, rules and regulations.
2. Provide adequate personnel to operate the Facilities, and to supervise, discipline and otherwise manage said personnel within the budget provided for said purpose.
3. To work in conjunction with the Director to provide for the maintenance of the facilities, to recommend a necessary budget, to assist the Director with the performance of his or her duties, and to otherwise provide the control and direction of the Facilities, except as may be directed by the Board of Corrections.

## **III. DUTIES OF DIRECTOR OF CORRECTIONS**

The Board shall appoint a Director of Corrections (“Director”) who will be the administrative officer of the County Division of Corrections, as required by Neb. Rev. Stat. § 23-2805. Said Director shall have such duties as may be determined by the Board. At the discretion of the Board of Corrections, said Director may have duties as a County employee outside of his duties as Director of Corrections. The duties of the Director may include:

1. The Director of Corrections shall be under the supervision of the Board and shall be the liaison between the Sheriff and the Board of Corrections. In such capacity, the recommendations of the Sheriff regarding the operation of the Facilities shall be reviewed by the Director, who shall, in his or her discretion, report said recommendations to the Board, along with the Director’s comments or recommendations.
2. The Director shall review and administer all inmate grievances using the procedures adopted by the Board.
3. The Director shall be responsible for maintaining compliance with all applicable laws, rules and regulations shall have access to all parts of the Facilities.

#### **IV. COMPOSITION OF THE WORKFORCE**

The Board of Corrections may choose to replace or otherwise change the composition of the workforce within the Facilities, and may, at the discretion of the Board, choose to replace employees of the Sheriff with employees of the Board of Corrections. Any actions under this provision shall require that the Board provide 120 days' notice to the Sheriff. Any change of the workforce under this paragraph shall not be cause for the reduction in any amounts budgeted for the Sheriff pursuant to this agreement.

#### **V. TERMINATION and MODIFICATION**

Either Party may terminate this Agreement upon giving written notice to the other Party at least one calendar year before the effective termination of this Agreement. This Agreement may be modified only upon written agreement by both parties.

#### **VI. 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 Parties 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 Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition or provisions held to be invalid.

#### **VII. COMPLY WITH ALL LAWS**

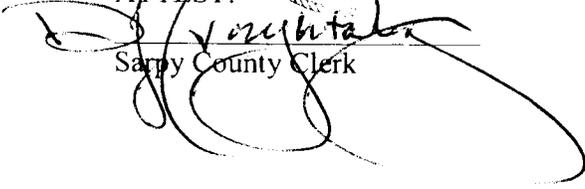
The Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law. The Parties hereto promise and agree to comply with all Federal and State laws, rules and regulations, and such rules and other regulations which may apply to this Agreement, including but not limited to those set forth herein. It is explicitly understood by the Parties that the purpose of this Agreement is to provide for the functioning of the County Jail in a manner that complies with existing law, and no part of this Agreement is to be construed in a manner that is a violation of Neb. Rev. Stat. § 23-2800, *et seq.* or of Neb. Rev. Stat. §§ 47-101 to 47-104.

IN WITNESS WHEREOF, we, the Parties hereto, affix our signatures and seals in duplicate this 3<sup>rd</sup> day of December, 2013

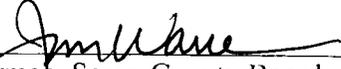


(Seal)

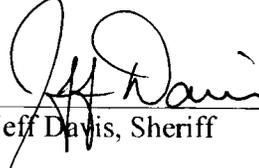
ATTEST:

  
Sarpy County Clerk

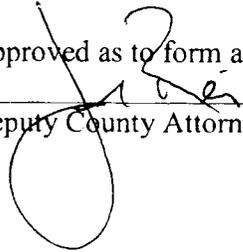
COUNTY OF SARPY, NEBRASKA,  
A Body Politic and Corporate,

By   
Chairman, Sarpy County Board  
of Commissioners

SHERIFF OF SARPY COUNTY,  
NEBRASKA

  
Jeff Davis, Sheriff

Approved as to form and content:

  
Deputy County Attorney