

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT BETWEEN CASS 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,

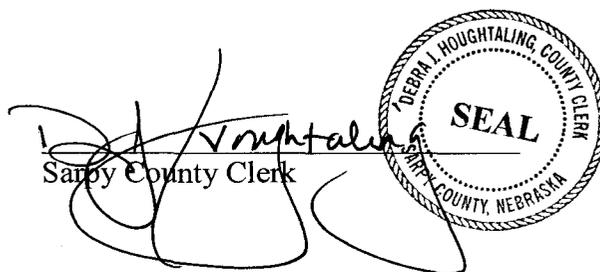
WHEREAS, an agreement has been proposed pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2012), for the housing of Cass County juveniles in the Sarpy County Juvenile Justice Center, a copy of which is attached hereto.

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 Cass 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 Cass 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 30th day of September, 2014.


 Chairman, Sarpy County Board


 Sarpy County Clerk



SHANNON HADRABA
INTERIM CASS COUNTY CLERK
346 MAIN STREET
PLATTSMOUTH, NE 68048-1964
TEL:(402) 296-9300 FAX (402) 296-9332



September 16, 2014

Beth Garber
Sarpy County Purchasing Department
1210 Golden Gate Drive, Suite 1220
Papillion, NE 68046

The following is a true and exact copy of the motion as it appears in the minutes of September 16, 2014 meeting of the Cass County Commissioners:

- 9F. Discuss/Action – Interlocal Agreement with Sarpy County to house Juveniles
MOTION: Henry moved, Warsing seconded, to approve the Interlocal Agreement with Sarpy County to house Juveniles in the amount of \$204.00 per day. Warsing, McCartney, Peterson, Henry and Murdoch voted aye. Motion carried.

Witness my hand this 16th day of September 2014.

Shannon Hadraba
Interim Cass County Clerk

cc:

9.16.2014 BOC 9F

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 Cass 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; however the rate is modified to \$204.00 per detainee per day. Cass County works closely with Sarpy County with various programs including holding adult Sarpy inmates. Their close proximity makes them unique compared to other entities.

Please feel free to contact me with any questions.

September 18, 2014

Beth Garber

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

INTERLOCAL COOPERATION AGREEMENT

This Agreement made and entered into this 30th day of September, _____ by and between the County of Cass, 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 \$204.00 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;

- c. If hospitalization is anticipated or care outside the facility is needed, unless emergency care, the County shall be notified prior to services being rendered.
 - d. The cost of additional agency personnel in situations where one to one counseling is deemed necessary for the safety and security of the juvenile.
4. The Holdover Facility shall submit itemized statements after a youth is discharged. Such statements shall include: the name and address 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 special charges for each detainee as provided in paragraph 3 above. All charges shall be paid by the County within 60 days from the date of which statement is received.
5. The County shall provide the Holdover Facility with transportation and placement Orders upon issuance by the Court.
6. The County shall make all requests for admission and give all notices of discharge in advance when practicable.
7. The Holdover Facility reserves the right to refuse any request for admission, and may, at any time, require the County to remove and assume custody of any detainee.
8. The County shall furnish all transportation of the detainee to and from the Holdover Facility unless other arrangements are made as provided in Section 3(c).
9. At the time of admittance of detainee, the County shall provide:
 - a. A court order or a juvenile probation officer detention authorization, which is in accordance with the state and federal laws governing the detention of juveniles; and
 - b. As soon as possible but no later than 48 hours of admittance, a medical consent authorization form signed by the parent or legal guardian of the detainee, or by the court exercising jurisdiction over the detainee.
10. Following admittance of any detainee, the County shall report to the Holdover Facility, on the status of the case in which the detainee is involved, and the Holdover Facility shall make similar reports to the County regarding the individual's detention.
11. Except in an emergency situation, the Holdover Facility will not permanently remove or release any County detainee without proper authorization from the County, subject to the provisions of paragraph 7.

EXECUTED BY THE COUNTY OF CASS, NEBRASKA this 16 day of September
2014.



Shannon Hadabas
County Clerk

COUNTY OF CASS, NEBRASKA

By: Janet M. McCartney
Chairperson, Board of Commissioners

EXECUTED BY THE COUNTY OF SARPY, NEBRASKA this 30th day of
September, 2014.

SEAL



ATTEST:

Debra J. Houghtaling
County Clerk

COUNTY OF SARPY, NEBRASKA

By: Jim Kluge
Chairperson, Board of Commissioners