

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH OTOE COUNTY
FOR ELECTRONIC MONITORING EQUIPMENT SUPPORT SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (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, et. seq., by which Sarpy County, Nebraska will provide certain assistance to Otoe County, Nebraska to implement a county wide electronic monitoring program for juvenile offenders, a copy of which is attached; and,

WHEREAS, Sarpy County is willing to provide such services as described in the attached agreement.

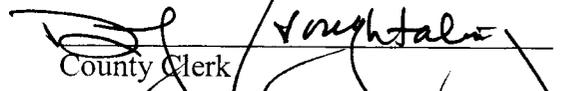
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the Agreement to provide assistance to Otoe County, Nebraska to implement an electronic monitoring program for juvenile offenders, a copy of which is attached, and any other related documents, the same being approved by the Board.

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 January 2014.

Attest
SEAL




 Sarpy County Board Chairman


 County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
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

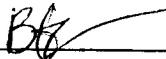
From: Beth Garber

Re: MOU – Electronic Monitoring with Otoe County

In 2010 The County Board approved an agreement with Otoe County for Sarpy County Juvenile Justice Center to provide assistance with electronic monitoring of juveniles in Otoe County. The previous agreement was administered by the Otoe County Sheriff; however they requested this be changed to the Probation Office within Otoe County.

The attached agreement keeps all of the terms the same with the only adjustment being the administration of the agreement in Otoe County changing to Probation. Should you have any questions, please contact me at bgarber@sarpy.com.

December 30, 2013



Beth Garber

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



A registered trade name of People United For Families, Inc.

6142 Highway 75, Nebraska City, NE 68410
Phone (402) 873-6343 fax (402) 873-6345

December 11, 2013

Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

Ms. Deb Houghtaling and/or Mr. Hanson:

Enclosed are the revised MOU's between Sarpy and Otoe Counties for the continuation of electronic monitoring services through the Juvenile Justice Center.

I have included 2 signed copies for commissioner's to review and approve at their January 7th meeting, returning one copy to the Partners for Otoe County office at the address listed above, Attn: Vanessa Sherman.

Please contact me should you need any additional information or have any questions.

Sincerely,

Vanessa Sherman
Project Director
Partners for Otoe County

PARTNERS FOR OTOE COUNTY – OUR PROGRAMS AND SERVICES



**MEMORANDUM OF UNDERSTANDING
TO PROVIDE JUVENILE ELECTRONIC MONITOR SERVICES
BETWEEN COUNTY OF OTOE, NE AND COUNTY OF SARPY, NE**

This agreement is made and entered into by and between the County of Otoe, Nebraska Board of Commissioners (hereinafter, "Otoe County") on behalf of the county and the County of Sarpy (hereinafter, "Sarpy County"), Nebraska Board of Commissioners on behalf of the county.

WHEREAS, Otoe County was awarded a Juvenile Service Grant from the Nebraska State Crime Commission for implementing a county wide electronic monitoring program for juvenile offenders, and

WHEREAS, Sarpy County has the skills, training, and ability to provide supportive services to Probation Officers for monitoring of youth placed on an electronic monitor pre-adjudication, and

WHEREAS, the undersigned parties do so wish to unite their efforts and resources to provide juveniles of Otoe County with a pre-adjudication service as an alternative to detention.

NOW THEREFORE, It is agreed by and between the parties, pursuant to Neb. Rev. Stat, §13-807 (REISSUE 2012), as follows:

- I. The purpose of this Contract is to provide electronic monitoring assistance for Otoe County.
- II. The powers of Sarpy County and Otoe County are generally set forth in the Nebraska State Statutes, Sarpy County Ordinances, and Otoe County Ordinances.
- III. The objective of this Agreement is to provide the ability for Otoe County to implement and maintain an electronic monitoring program for juveniles at minimal cost, without duplication of the manpower, equipment, training or expertise currently maintained by Sarpy County, and to compensate Sarpy County for providing assistance.

FURTHER THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

- A. **Term and Renewals.** This Agreement will be effective Jan 1, 2014, for a term of twelve (12) months. The Agreement will renew automatically for additional one year terms, unless terminated as otherwise provided for in this agreement.
- B. **Administration.** Except as more specifically described herein, this Agreement will be administered by the Probation Office in Otoe County and the Sarpy County Sheriff for Sarpy County.
- C. **Method of Finance.** Funding necessary to accomplish the undertakings set forth in this Agreement will be provided for as set out in the grant awarded to Otoe County from the Nebraska Crime Commission. Any other financial sources, including but not limited to grants to Otoe County from other grants and gifts, legally available to fund juvenile services may also be used to fund the undertakings of Otoe County described herein.
- D. **Obligation of Otoe County to Support the Electronic Monitor Program.** Otoe County, or the Otoe County Board of Commissioners in consideration of recommendations made by the Otoe County Attorney and the Probation Office in Otoe County, will:
 1. Develop policies, guidelines and objectives for the juvenile electronic monitor program

2. Evaluate the program's ability to meet objectives and engage in strategic planning in order to facilitate improvements
3. Provide for program administration and start up of the electronic monitoring program
4. Provide employees to be trained by Sarpy County on how to operate and perform the necessary checks of the electronic monitoring equipment for juveniles.
 - a. Be responsible to obtaining, installing and returning the monitoring equipment.
5. Be responsible for responding to notifications from Sarpy County regarding any alerts generated by the equipment.
6. Be responsible for generating all required reports for Otoe County juveniles on monitoring equipment.
7. Agree to reimburse Sarpy County for all equipment and training charges related to Otoe County within fifteen (15) days of billing date.
8. Provide to Sarpy County the contact information for notification in the event that an alert is generated by the equipment.
9. Provide any other support needed to effectively and consistently implement the juvenile electronic monitoring system for Otoe County.

E. Obligations of Sarpy County to Support the Electronic Monitor Program. Sarpy County, or the Sarpy County Board of Commissioners in consideration of recommendations made by Sarpy County, will:

1. Aid Otoe County in the development of policies, guidelines and objectives for the juvenile electronic monitor program
2. Provide Otoe County with electronic monitoring equipment to implement the program
3. Provide the necessary electronic monitoring of any equipment utilized by juveniles in Otoe County
4. Provide training for Otoe County's employees on how to operate and perform the necessary checks of the electronic monitoring equipment for juveniles
5. Provide other support needed to effectively and consistently implement the juvenile electronic monitoring system for Otoe County
6. Provide detailed billing statements on a monthly basis for all equipment, supplies or training provided to Otoe County.

G. Property Ownership. Any property, personal or real, acquired for the purpose of furthering the goals and objectives of the Otoe County Juvenile Electronic Monitor and purchased through funds provided by Otoe County, the Juvenile Services County Aid Program or grants awarded to Otoe County will be owned by Otoe County. Any property, real or personal, acquired by funds provided by Sarpy County or gifts or grants will be owned by Sarpy County.

H. Termination. This Agreement may be terminated at any time, by any party hereto for any or no reason, upon no less than 90 days prior written notice, given to all parties. Notwithstanding the foregoing, should applicable state appropriations for the Juvenile Services County Aid Program cease to exist, then this Agreement will terminate commensurate with the date the appropriation ceases to exist. Should this Agreement be terminated in any manner for any reason, any property dedicated to the program will be returned to the entity owning the property.

I. Employment Discrimination. Pursuant to Neb. Rev. Stat. § 48-1122, R.R.S. 1943, the parties hereto 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 race, color, religion, sex, disability, or national origin.

- J. **Compliance with the Law.** The parties hereto agree to comply with any and all laws, rules and regulations, whether local, state or federal, required in the administration and execution of the terms and provisions of this agreement.
- K. **Drug Free Workplace Requirements.** The parties hereto agree to comply with the Drug Free Workplace Requirements of the Nebraska Crime Commission, including a Drug Free Workplace employment policy, to the fullest extent such requirement may be implemented by a Nebraska County as a public body.
- L. **Hold Harmless.** Otoe County will save and hold harmless Sarpy County and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise from the County's operations, activities and obligations, including the acts or omissions of its Board of Commissioners, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any willful negligence attributable to Sarpy County. Sarpy County will save and hold harmless the County and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise out of Sarpy County' operations, activities and obligations, including the acts or omissions of its board of Commissioners, officers, employee's agents or other representatives, provided, however, said indemnification will not extend to any willful negligence attributable to the Otoe County.
- M. **Authority.** The undersigned represent that each has the authority to bind the respective parties to this Agreement and that may and all actions on the part of any governing board, committee or officer has been taken to authorize the execution of this agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any constitution, bylaws or other document governing the activities of the respective parties.
- N. **Miscellaneous.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior contracts, agreements, arrangements, and understandings related to the subject matter thereof. This Agreement will be binding upon and insure to the benefit of the parties and their respective successors, legal representatives and assigns. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. The open recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.
- O. **Assignment.** No party will sell or assign any rights granted to it under this Agreement in whole or in part unless it has received prior written approval from all other parties, expressly authorized such sale or assignment.
- P. **Amendment Notification.** This Contract cannot be amended except by written Contract of both parties. Notice to the Parties shall be given in writing to the agents for each Party named below:

Sarpy County: Ms. Deb Houghtaling
 Sarpy County Clerk
 1210 Golden Gate Drive

Papillion, NE 68046

Otoe County: Janene Bennett
Otoe County Clerk
Box 249
Nebraska City, NE 68410

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates appearing directly beside their signatures.


Date 1/7/14
Sarpy County Board of Commissioners Chair


Date 12-10-2013
Steve Lade,
Otoe County Board of Commissioners Chair

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

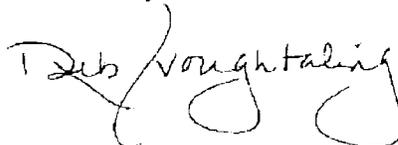
January 8, 2014

Janene Bennett
Otoe County Clerk
Box 249
Nebraska City, NE 68410

RE: Juvenile Electronic Monitor Services

Enclosed is the original above referenced agreement signed by the Sarpy County Board Chairman on January 7, 2014 for your files.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large, looping initial "D".

Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm