

13/000626

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN
THE JDAI CONSULTANT SERVICES AGREEMENT

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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board;

WHEREAS, the County has a Juvenile Services Comprehensive Plan which addresses the changing needs of the County's juveniles and the County's systems that serve those juveniles and their families;

WHEREAS, one of the goals within the 2012-2014 Juvenile Services Comprehensive Plan includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative ("JDAI"), a nationally renowned reform process that effectively: lowers detention populations, enhances public safety, saves taxpayer money, reduces the overrepresentation of minority youth, and introduces other overall juvenile justice system improvements;

WHEREAS, the County has established a JDAI Leadership Committee ("Committee") which includes representatives from the County's juvenile court, law enforcement, probation, diversion, public defender, attorney and administrative offices as well as representatives from the community who have an interest in juvenile issues;

WHEREAS, the Committee requires a JDAI consultant to assist with the implementation process of the JDAI; and

WHEREAS, the JDAI Consultant Services Agreement, outlining the duties of the JDAI Consultant for the JDAI implementation process has been proposed, 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, are hereby authorized to execute on behalf of this Board, the JDAI Consultant Services Agreement, 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 7th day of May, 2013.

Attest

SEAL



Jim Wan
Sarpy County Board Chairman

Debra J. Houghtaling
County Clerk



Office of the County Attorney

Hall of Justice · 1210 Golden Gate Drive · Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 · FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

MEMORANDUM

To: Sarpy County Board of Commissioners
From: Bonnie N. Moore, Deputy Sarpy County Attorney *BMM*
RE: JDAI Consultant
Date: May 3, 2013

Dear Commissioners,

At the May 7, 2013 County Board Meeting, you will be asked to consider a Resolution entitled "Resolution Authorizing the Chairman to Sign the JDAI Consultant Services Agreement." This memo will provide you some background regarding that Resolution.

The County has a Juvenile Services Comprehensive Plan, which includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative ("JDAI"). JDAI is a nationally renowned reform process. The Juvenile Justice Center (with the approval of the Board), previously contracted with an individual to provide assistance in implementing the JDAI; however, that individual voluntarily terminated the contract in December 2012. Since that time, Dick Shea, the Director of the Juvenile Justice Center, along with Sheriff Davis, have identified Rebecca Cleveland as an individual with the experience and knowledge necessary to fulfill the prior contractor's duties.

The contract position of JDAI Consultant is paid for with grant funding from the Nebraska Crime Commission. The rate of pay is \$25 per hour and it is anticipated that the position will be part-time (20 hours per week). However, because there are ample funds available from this year's grant, the JDAI Consultant would be allowed to exceed 20 hours per week up until July 1, 2013. If the Board approves the Resolution on Tuesday, May 7th, then Ms. Cleveland would begin working shortly thereafter.

I have attached the Resolution and JDAI Consultant Services Agreement for your review. Please let me know if you have any questions. Thank you.

JDAI CONSULTANT SERVICES AGREEMENT

This JDAI Consultant Services Agreement ("Agreement") is entered into by and between the County of Sarpy, a body politic and corporate in the State of Nebraska, hereinafter "County" and Rebecca Cleveland, hereinafter "JDAI Consultant." The County and the JDAI Consultant are referred to collectively hereinafter as "the Parties":

WHEREAS, the County has a Juvenile Services Comprehensive Plan which addresses the changing needs of the County's juveniles and the County's systems that serve those juveniles and their families;

WHEREAS, one of the goals within the 2012-2014 Juvenile Services Comprehensive Plan includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative ("JDAI"), a nationally renowned reform process that effectively: lowers detention populations, enhances public safety, saves taxpayer money, reduces the overrepresentation of minority youth, and introduces other overall juvenile justice system improvements;

WHEREAS, the County has established a JDAI Leadership Committee ("Committee") which includes representatives from the County's juvenile court, law enforcement, probation, diversion, public defender, attorney, and administrative offices as well as representatives from the community who have an interest in juvenile issues; and

WHEREAS, the Committee requires a JDAI Consultant to assist with the implementation process of JDAI.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter expressed, the County and the JDAI Consultant hereby acknowledge, covenant, and agree as follows:

- I. DUTIES OF THE JDAI CONSULTANT:
 - a. Work closely with the Lead JDAI Coordinator, through the JDAI Year 1 Developmental Milestones and Tasks (a copy of which is attached hereto and incorporated herein as "Exhibit A") and other matters pertaining to the JDAI.
 - b. Facilitate the development of a JDAI work plan as it pertains to data.
 - c. Keep the Committee informed of progress and challenges with regular reports/communications summarizing recent issues with data.
 - d. Assist in the preparation of the Annual JDAI and Quarterly Data Reports.
 - e. Keep track of dates and hours worked.
 - f. Comply with all applicable laws (including but not limited to federal law, state law, and county ordinances) pertaining to the work to be performed under this Agreement.

- II. DUTIES OF THE COUNTY:
 - a. The County will be responsible for providing records and information requested by the JDAI Consultant pertinent to the JDAI implementation process.

- b. The County will provide and support a computer laptop for the JDAI Consultant to access information within the County's information systems.
- c. The County will provide work space at the Juvenile Justice Center for those times when the JDAI Consultant needs to work on site.

III. PAYMENT:

- a. Compensation for services described above shall be invoiced at \$25.00 per hour.
- b. The County will fund this Agreement with a grant from the Nebraska Crime Commission. The County is required to apply for the grant funding each year, therefore, compensation is subject to the following limitations:
 - i. May 7, 2013 – June 30, 2013: compensation shall not exceed \$25,000.
 - ii. July 1, 2013 – June 30, 2014: compensation shall not exceed an amount to be determined by the grant funding available as of July 1, 2013.
 - iii. July 1, 2014 – June 30, 2015: compensation shall not exceed an amount to be determined by the grant funding available as of July 1, 2014.
- c. The JDAI Consultant will keep track of dates and times worked and submit an invoice to the JJC Representative listing those dates and times.
- d. The JDAI Consultant shall submit the above-referenced invoice to the JJC Representative no more frequently than every two (2) weeks. These invoices shall be due and payable within thirty (30) days of receipt by the JJC Representative.
- e. If the County objects to all or any portion of an invoice, the County shall so notify the JDAI Consultant within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. If the reason for the dispute is resolved, the disputed portion of invoice shall be paid upon resolution of the dispute.

IV. TERM: This Agreement shall be in effect until June 30, 2015, unless sooner terminated pursuant to Sections IX and/or X, below; it shall be automatically renewed on July 1, 2013 and July 1, 2014, provided grant funding for the position of JDAI Consultant is received by those dates.

V. INSURANCE: During the course of services, the JDAI Consultant shall maintain Automobile Liability insurance and Workmen's Compensation Insurance (in accordance with the Workman's Compensation laws of the State of Nebraska).

VI. ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without the written consent of the other Party.

VII. INDEPENDENT CONTRACTOR STATUS: At all times in the performance of this Agreement, the JDAI Consultant shall be an independent contractor and not an employee or agent of the County. As such, the JDAI Consultant shall not be entitled to receive from the County, any health insurance, retirement, or other similar benefits.

VIII. TAXES AND WITHHOLDINGS: The JDAI Consultant shall be responsible for any and all taxes related to payment for her duties under this Agreement, including, but

not limited to employment taxes. Furthermore, consistent with the JDAI Consultant's independent contractor status, no withholdings shall be taken from the JDAI's Consultant's payments from the County for services rendered under this Agreement.

- IX. **TERMINATION:** The County or JDAI Consultant may terminate this Agreement at any time, with or without cause, upon giving the other party fourteen (14) days prior written notice. The County shall within forty-five (45) calendar days of termination, pay the JDAI Consultant for all services rendered in accordance with the provisions of this Agreement.
- X. **BREACH:** Should the JDAI Consultant breach, violate, or abrogate any term, condition, clause or provision of this Agreement, the County, pursuant to Section VIII, above, may terminate this Agreement. Alternatively, the County has the option of notifying the JDAI Consultant in writing that a breach, violation, or abrogation of any term, condition, clause or provision has occurred. If satisfactory correction of such action(s) does not occur within fourteen (14) days from such written notice, the County may terminate this Agreement and obtain an alternate provider to render all services required by this Agreement. This provision shall not be construed so as to preclude the pursuit of other remedies for breach of contract as allowed by law.
- XI. **CONFLICT OF INTEREST:** Pursuant to Neb Rev. Stat. § 23-3113 (Reissue 2007), the County and the JDAI Consultant hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- XII. **OWNERSHIP OF DOCUMENTS:** All documentation or data, in whatever form or media, prepared or obtained under the terms of this Agreement shall become the property of the County and shall be delivered to the County upon the request of the County, without restriction or limitation as to its further use. Furthermore, any such documentation or data shall be surrendered to the County upon the termination of this Agreement.
- XIII. **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 County and the JDAI Consultant 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 County and the JDAI Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

- XIV. **HOLD HARMLESS:** The JDAI Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the County, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the JDAI Consultant.
- XV. **RESIDENCY VERIFICATION CLAUSE:** The JDAI Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114. The JDAI Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of individuals 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 individuals. If the JDAI Consultant is an individual or sole proprietorship, the following applies:
- a. The JDAI Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - b. If the JDAI Consultant indicates on such attestation form that he or she is a qualified alien, the JDAI Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the JDAI Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements ("SAVE") Program.
 - c. The JDAI Consultant understands and agrees that lawful presence in the United States is required and the JDAI Consultant may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
- XVI. **SCOPE OF AGREEMENT:** This Agreement, along with the Exhibit "A", respectively, contain the entire Agreement between the County and the JDAI Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and the JDAI Consultant.

XVII. NOTICE: Notice to the County and the JDAI Consultant shall be given in writing to the agents for each party named below.

County:

JDAI Consultant:

Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

Rebecca Cleveland
9216 South Glenview Drive
LaVista, NE 68128

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 9th day of May, 2013.

JDAI CONSULTANT:



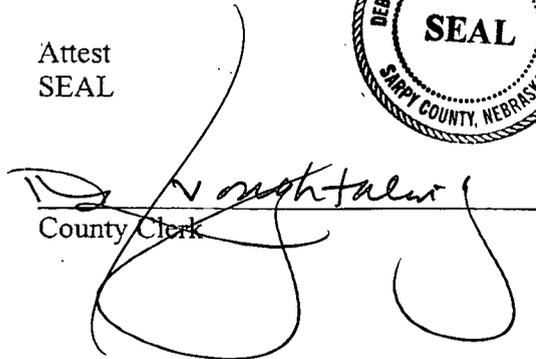
Rebecca Cleveland

COUNTY OF SARPY:

Attest
SEAL



 5/7/13
Sarpy County Board Chairman


County Clerk

Approved as to form:

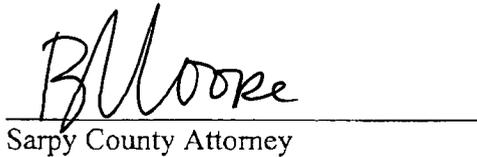

Sarpy County Attorney

EXHIBIT A

JDAI YEAR 1 DEVELOPMENTAL MILESTONES AND TASKS

Site Immersion in JDAI: Juvenile justice and related public system policy makers become familiar with and can articulate the values, strategies, and goals of detention reform.

1. Develop overall stakeholder education and leadership.
 - Study publications and JDAI material (Pathways, DVD, and JDAI Year One Starter Kit).

Data Collection and Analysis: The JDAI collaborative develops the human resource and technical infrastructure needed to produce routine descriptive statistics on detention utilization and to assess the impact of various reform strategies.

1. Identify and initiate information technology changes needed to produce descriptive statistical reports.
 - Catalog existing site data systems and capacities.
 - Provide the Technical Assistance Leader with all available statistical reports for review.
 - Provide the Technical Assistance Leader with data definitions and screens for review.
 - Review and act upon any Technical Assistance reports regarding data system actions needed to produce statistical reports.
2. Conduct and participate in discussions and/or trainings on using data to drive detention reform.
 - Review data reports from other sites.
 - Conduct a “Using Data 101” Training.
3. Complete a baseline detention utilization study.
 - Review data collection manuals.
 - Conduct and complete the detention utilization study.
 - Disaggregate data by race/ethnicity/gender.
 - Include arrests by offense and referral source.
 - Analyze study results.
4. Begin data collection to meet reporting expectations.
 - Prepare quarterly statistical reports that monitor fundamental indicators (e.g., admissions, ADP, ALOS) and racial disparities/disproportionate minority confinement (“DMC”).
 - Complete annual “Results Report” for the Annie E. Casey Foundation.
 - Compile public safety indicators (e.g., pre-adjudication failure to appear & re-arrest rates).
5. Develop geographic profile detention use.

6. Conduct data reviews.

- Develop distribution lists and schedule for dissemination of reports.
- Review and analyze data reports at Executive/Steering Committee meetings and related work groups.

Targeted Reform Activities: In year one, sites should develop a juvenile detention risk assessment instrument to ensure fairness, effectiveness, and objectivity in the detention screening process. Sites also develop the capacity to conduct a self-inspection of the juvenile detention facility. Sites may also address “low hanging fruit” identified through system assessment and utilization study of workgroup reports.

1. Risk assessment instrument (“RAI”) development.

- Undergo training on RAI design, testing, and implementation.
- Study relevant tools and materials provided by the Technical Assistance Team Leader.
- Initiate development or modification of the RAI.
- Test RAI for racial/ethnic/gender biases or unintended consequences.
- Pilot the new/modified RAI.
- Begin data collection and reporting on RAI.

2. Conditions of confinement self-inspection process.

- Convene an inspection team which includes diverse system and community representatives.
- Study relevant tools and materials provided by the Technical Assistance Team.
- Plan and participate in self-inspection training.
- Conduct self inspection.
- Produce report on the findings of the self inspection.
- Convene stakeholders to review the self-inspection report and determine the next steps.

3. Address “low-hanging fruit.”

- Identify areas of policy practice or programming that stakeholders believe can be readily changed to produce improved results.
- Review what other sites have done to improve specific problem areas identified.
- Produce recommendations for change from relevant workgroups.
- Implement reforms as circumstances permit.