

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/000732

RESOLUTION APPROVING AMENDMENT ONE OF THE JUVENILE STAFF SECURE
DETENTION SERVICES CONTRACT

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, a contract for juvenile staff secure detention for the Nebraska Department of Health and Human Services was approved by the Board by Resolution 2012-215 on June 26, 2012; and,

WHEREAS, the attached amendment to said contract will extend the term until June 30, 2014.

NOW, THEREFORE, BE IT RESOLVED that the attached addendum to the juvenile staff secure detention services agreement is hereby approved.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute such form agreements with various parties, under the terms and conditions stated therein.

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 4th day of June, 2013.

ATTEST:



Renee Jansman
 Sarpy County Clerk *Chief Deputy*

Jamilton
 Sarpy County Board Chairman

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: Staff Secure Detention Contract

During the May 28, 2013 Board meeting, the County Board will be asked to approve the attached amendment to a contract with the Department of Health and Human Services (DHHS). This amendment is a continuation for the provision of staff secure detention of juveniles in the custody of DHHS at a rate of \$220 per juvenile per day.

Please feel free to contact me with any questions.

May 24, 2013



Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Dick Shea
Nicole O'Keefe

AB#
574672

52802-04

JUVENILE DETENTION SERVICES CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND

SARPY COUNTY JUVENILE JUSTICE CENTER

AMENDMENT ONE, MAY 2013

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **COUNTY OF SARPY, NEBRASKA**, on behalf of **Sarpy County Sheriff's Department and Juvenile Justice Center located at 9701 Portal Road, Papillion, Nebraska 68046** (hereinafter "Contractor").

The Contract between the parties dated 7/02/2012 is hereby amended as follows:

Article I. A. TERM is amended to read:

This contract is in effect from July 1, 2012 to June 30, 2014.

Article II. CONSIDERATION, paragraph A is amended to read:

- A. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$1,704,000 (One Million Seven Hundred Four Thousand) for the services specified herein. Once the not to exceed amount is reached no further services will be provided until authorized in writing by DHHS.

Article III. SCOPE OF SERVICES, paragraph A is amended to add:

15. Prison Rape Elimination Act. The Contractor will comply with the Prison Rape Elimination Act of 2003 (42. U.S.C. §15601 et seq) and with all applicable PREA Juvenile Facility Standards to prevent, detect, monitor, investigate, and eradicate any form of sexual abuse or sexual harassment, if such standards are approved by the State of Nebraska for implementation.
16. RESULTS BASED ACCOUNTABILITY. The Contractor agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirements necessary for implementation of the Division of Children and Families' Results Based Accountability initiative.

Article III. SCOPE OF SERVICES C is deleted:

All other terms and conditions remain in full force and effect.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

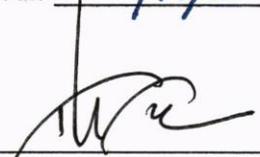
FOR DHHS:



Signature

Kerry T. Winterer, Chief Executive Officer
Department of Health and Human Services

DATE: 6/19/13

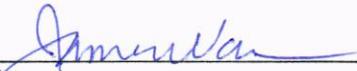


Signature

Thomas Pristow, Director
Division of Children and Family Services
Department of Health and Human Services

DATE: 6/17/13

FOR CONTRACTOR:



Signature

Chairperson, Sappy County
Board of Commissioners

DATE: 6/4/13