

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING ADDENDUM FOR RATE CHANGE FOR PRISONER HOUSING BETWEEN SALINE**  
**COUNTY AND SARPY COUNTY**  
**AND AUTHORIZING CHAIRMAN TO SIGN SAME**

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, Sarpy County requires additional locations to house its prisoners because the Sarpy County Jail is currently at its capacity to house prisoners and still conform to the mandates of the Nebraska Jail Standards; and,

WHEREAS, Sarpy County (hereinafter "County") and Saline County (hereinafter "Saline"), have entered into an Agreement dated March 25, 2003 by resolution 2003-0090 and previously amended on October 16, 2007 by resolution 2007-0271, for the purpose of providing housing for Sarpy County prisoners as needed, and the Agreement evidencing same is attached; and,

WHEREAS, The rate of \$55.00 per day per inmate paid by Sarpy be increased to \$60.00 per day per inmate for each day that the inmate(s) are housed by Saline; and

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the said Agreement is hereby modified and amended, and that the Agreement shall remain in full force and effect, except as modified by the Addendum.

BE IT FURTHER RESOLVED, that the Chairman of this Board is authorized to sign the attached Addendum approving the rate change for prisoner housing in Saline.

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 27<sup>th</sup> day of August, 2012.

  
Sarpy County Board Chairman

Attest  
SEAL  


  
County Clerk

**ADDENDUM CHANGING RATE FOR THE INTERLOCAL AGREEMENT FOR  
HOUSING PRISONERS WITH SALINE COUNTY, NEBRASKA**

This Addendum is made between Sarpy County (hereinafter "County") and Saline County to a certain Contract between said parties in effect from March 25, 2003.

Said Agreement is hereby modified and amended as followed:

1. Section II. Consideration. Sarpy County agrees to pay Saline County the sum of \$60.00 per day per inmate for each day that the inmate(s) are housed by Saline County.
2. All other provisions of the Agreement shall remain unchanged.

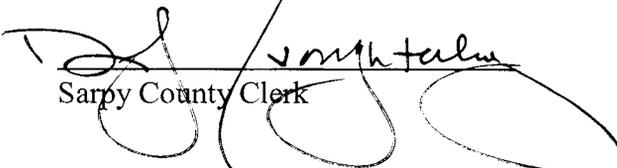
Executed in duplicate this 27<sup>th</sup> day of August, 2013.

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

(Seal)



ATTEST:

  
Sarpy County Clerk

 8/27/13  
Chairman,  
Sarpy County Board of Commissioners

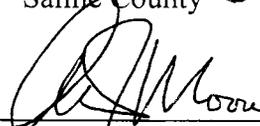
Approved as to form and content:

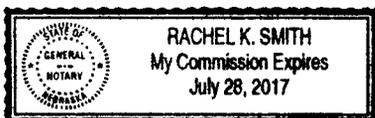
  
Deputy County Attorney

Attest:



Saline County Sheriff

By: 



# 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

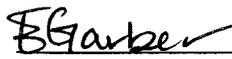
Re: Rate Increase for Housing Prisoners in Saline County

The County recently received a letter requesting the rate for housing County inmates to increase from \$55 per inmate per day to \$60 per inmate per day. Saline stated that their cost to house inmates has steadily increased due to medications and meals along with general supplies. The County has Interlocals with other counties including Butler, Saunders, Cass, Platte and Dawson with rates varying from \$45 (Saunders) to \$55 (Butler). The rate for Saline County decreased from \$65 to \$55 in 2007.

The Sheriff's Office desires to use Saline County to house female inmates. The Jail prefers to house inmates close to the County and Butler will not take females while Saunders and Cass are full. We will work with Lancaster County once the facility is 100% operational.

Please feel free to contact me with any questions.

August 19, 2013

  
Beth Garber

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Capt. Williamson



Alan J. Moore  
SHERIFF

## OFFICE OF THE SHERIFF

Saline County

P.O. Box 911 • Phone (402) 821-2111  
Wilber, Nebraska 68465



Arlen Stahl  
CHIEF DEPUTY SHERIFF

July 31, 2013

Sarpy County Sheriff's Office  
ATTN: Capt. Dan Williamson  
1208 Golden Gate Drive  
Papillion, NE 68046

Subject: Safekeeping Rate

Dear Capt. Williamson:

In 2007, we negotiated a safekeeping rate for Sarpy County at \$55 per inmate per day.

During the past seven years, we have seen our costs to house inmates steadily rise - from OTC medications and meals to clothing, supplies and linens. We have also been willing to occasionally transport Sarpy County inmates which, although minimal, increases our staff pay and fuel costs as well.

It is for the above reasons that I respectfully request re-negotiation of the safekeeping rate for Sarpy County from \$55 to \$60 per inmate per day.

We look forward to continuing to assist Sarpy County in meeting their needs for inmate housing and we appreciate your consideration in this matter.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Alan J. Moore".

Alan J. Moore  
Sheriff

AJM/bak

2003-0090

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT FOR**  
**PRISONER HOUSING WITH SALINE COUNTY AND**  
**AUTHORIZING CHAIRPERSON TO SIGN SAME**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6) (Reissue 1997), Sarpy 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 1997), the powers of a County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County requires additional locations to house its prisoners because the Sarpy County Jail is currently at its capacity to house prisoners and still conform to the mandates of the Nebraska Jail Standards; and,

WHEREAS, Sarpy County has reached an agreement with Saline County to provide housing for Sarpy County prisoners as needed, and the Agreement evidencing same is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Exhibit "A" is approved as the Agreement between Saline County and Sarpy County, and the Chairperson and the Clerk are hereby authorized to sign the Agreement attached hereto as Exhibit "A".

DATED this 25<sup>th</sup> day of March, 2003.

Moved by Tim Schram, seconded by Tim Hay, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

None

Jack Postlewait

[Signature]

\_\_\_\_\_

\_\_\_\_\_

Tim Schram

\_\_\_\_\_

ABSTAIN:

[Signature]

\_\_\_\_\_

None

\_\_\_\_\_

\_\_\_\_\_



[Signature]  
County Clerk

- Distributed to:**
- County Board \_\_\_\_\_
  - Administrator \_\_\_\_\_
  - Fiscal Admin. \_\_\_\_\_
  - Co. Atty. T. Madsen
  - Elected Official(s) P. Thomas, Sheriff
  - Dept. Head(s) \_\_\_\_\_
  - Check here for **ALL Elected Officials/Dept. Heads**
  - Other: Dept./Employee D. Damme, Purchasing
  - Contract file: Saline County, NE
- \*Prisoner's Housing

**AGREEMENT FOR HOUSING PRISONERS  
BETWEEN THE COUNTY OF SALINE, NEBRASKA AND  
THE COUNTY OF SARPY, NEBRASKA**

**THIS AGREEMENT** is made and entered into on this 25<sup>th</sup> day of March, 2003, by the County of Saline, Nebraska, by and through the Saline County Sheriff and the Saline County Board of Commissioners (hereinafter "Saline"), and the County of Sarpy, Nebraska, by and through the Sarpy County Sheriff and the Sarpy County Board of Commissioners (hereinafter "Sarpy").

**WHEREAS**, Saline desires to contract with Sarpy to receive and temporarily house in the Saline County Jail inmate(s) who are under the jurisdiction of Sarpy and Sarpy desires to contract with Saline to house such Sarpy inmate(s).

**NOW, THEREFORE**, in consideration of the foregoing and pursuant to the terms and conditions delineated herein, the parties hereby agree as follows:

- I. Inmate Housing: Saline may house Sarpy's inmate(s) from time to time at the request of the Sarpy County Sheriff.
- II. Consideration: Sarpy agrees to pay Saline the sum of \$65.00 per day per inmate for each day that the inmate(s) are housed by Saline. A current list of such inmate(s) by Saline for Sarpy shall be maintained by the Saline County Sheriff or his designee. Further, any and all reimbursement received by Saline from the State of Nebraska, to cover the cost of housing Sarpy inmate(s) shall be credited against the amount which Sarpy owes Saline per inmate, per day.
- III. Miscellaneous Provisions: The parties further agree as follows:
  - A. Saline reserves the right to request the removal, at Sarpy's expense, of any inmate who is determined to have a communicable disease, or who violates the rules of conduct of the Saline County Jail.
  - B. The care, custody, and control of an inmate determined to be a mentally-ill, dangerous person shall be controlled by the Nebraska Mental Health Commitment Act, Neb. Rev. Stat. 83-1001, et seq. (Reissue 1999 and Supp. 2000).
  - C. All medical expenses for Sarpy's inmate(s) shall be responsibility of Sarpy. Saline shall notify Sarpy as soon as practicable should be a medical issue arise.

- IV. Conformance With Jail Standards: Saline agrees that the Saline County Jail shall conform at all times with the controlling Nebraska Jail Standards in regard to the conditions and procedures in the Saline County Jail when housing Sarpy inmate(s).
- V. Completion of Term: Sarpy agrees that in the event that an inmate is required by Sarpy to be returned to custody in Sarpy County, such inmate(s) housed by Saline shall be returned to Sarpy at Sarpy's cost upon the inmate's release from the Saline County Jail.
- VI. Insurance and Indemnification: At all times when housing Sarpy's inmate(s), Saline shall have in full force and effect, a policy of insurance to cover any omission, commission, failure to act, negligence, civil rights violation, and any and all other damages and loss for any cause of action which may accrue to Sarpy's inmate(s) while housed in the Saline County Jail. Further, Saline hereby agrees to indemnify Sarpy for any and all damages and loss occurring during the course of Sarpy's inmate(s) period of housing within the Saline County Jail, as well as any transportation of such inmate(s) performed by Saline.
- VII. Terms of Agreement: The term of this Agreement shall be perpetual, commencing on the date first above written and continuing until such time as either party elects to terminate said Agreement by delivering written notice to the other party at least thirty (30) days prior to the effective date of such termination.
- VIII. Special Conditions: The following special conditions are also included in this agreement: None
- 
- IX. No Additional Entity Created: No separate legal or administrative entity is considered to be created by this Agreement, and Saline shall remain responsible for all administrative duties for Saline County Jail.
- X. Completion of Agreement: This Agreement shall constitute the full and final Agreement between the parties hereto, and may only be modified or amended in writing.
- XI. Savings Clause: The Parties agrees that should any paragraph, clause, phrase, or sentence within this Agreement be declared to be null, void, illegal, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain binding upon the Parties, and the remaining portions of the Agreement shall remain and continue in full force and effect.

SALINE COUNTY SHERIFF:

By: Alan J. Moore

Dated: 03/04/03

SARPY COUNTY SHERIFF:

By: Patrick J. Thomas

Dated: March 18, 2003

Approved:

Saline County Commissioners

By: Kellis Stueche  
Chairperson

Dated: 3-11-03

Attest: Thyllia Cypis  
Saline County Clerk



Approved as to Form: Todd E. Johnson  
Saline County Attorney

Sarpy County Commissioners



By: Greg M. Boyd  
Chairperson

Dated: 3-25-03

Attest: Debra Knight  
Sarpy County Clerk

(Seal)

Approved as to Form: Michael Johnson  
Deputy Sarpy County Attorney

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION TO SIGN ADDENDUM AMENDING THE INTERLOCAL AGREEMENT FOR PRISONER HOUSING WITH SALINE COUNTY**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), 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 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County (hereinafter "County") and Saline County have entered into an interlocal agreement dated March 25, 2003 for the purpose of Saline County housing Sarpy's prisoners from time to time; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, under the original agreement that the rate charged to Sarpy County for prisoner housing shall be a sum of \$55.00 per day per inmate for each day.

BE IT FURTHER RESOLVED, that the Chairman of this Board is authorized to sign the attached Addendum to amend the Interlocal Agreement for Prisoner Housing to change the rate to \$55.00 per day per inmate for each day.

DATED this 16<sup>th</sup> day of October, 2007.

MOVED by Inez Boyd, seconded by Aldona Doyle, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Don Jones  
Aldona Doyle  
Paul Cook  
Inez Boyd  
Michelle Spurr

none

none  
  
ABSTAIN:  
none

Attest:

SEAL



Debra J. Houghtaling  
Clerk

**ADDENDUM CHANGING RATE FOR THE INTERLOCAL AGREEMENT FOR  
HOUSING PRISONERS WITH SALINE COUNTY, NEBRASKA**

This Addendum is made between Sarpy County (hereinafter "County") and Saline County to a certain Contract between said parties in effect from March 25, 2003.

Said Agreement is hereby modified and amended as followed:

1. Sarpy County agrees to pay Saline County the sum of \$55.00 per day per inmate for each day that the inmate(s) are housed by Saline County per Section II. Consideration of the Agreement.
2. All other provisions of the Agreement shall remain unchanged.

Executed in duplicate this 16<sup>th</sup> day of October, 2007.

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

(Seal)



ATTEST:

Debra J. Houghtaling  
Sarpy County Clerk

Paul Cook 10/16/2007  
Chairman,  
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]  
Deputy County Attorney

Saline County

Attest:

Quinda Kosta



By Kellis [Signature]