

FEB 12 2004

LANCASTER COUNTY CLERK

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2004, by and between the City of Lincoln hereinafter referred to as the "the City," and the County of Lancaster, Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with each other on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, pursuant to Neb. Rev. Stat. § 43-248, a juvenile may be taken into temporary custody by law enforcement officials without a warrant in particular situations; and

WHEREAS, pursuant Neb. Rev. Stat. § 23-104.03, the County has the authority to initiate and administer services that meet the protective service needs of dependent youth; and

WHEREAS, the County and the City recognize the need for a temporary placement center for detention of youth in custody pursuant to Neb. Rev. Stat. § 43-248, which provides the most effective and efficient use of the resources of our law enforcement agencies; and

WHEREAS, Lancaster County, through its Youth Assessment Center can provide a location for the immediate detention and care for youth taken into temporary custody pursuant to Neb. Rev. Stat. § 43-248.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Term. The term of this Agreement shall be from January 1, 2004, through June 30, 2004.

2) Purpose. The purpose of this Agreement is to provide the City with an appropriate facility for temporary detention of juveniles taken into custody by the Lincoln Police Department pursuant to Neb. Rev. Stat. § 43-248. The County shall provide said services through its Youth Assessment Center located at 1200 Radcliff Street, Lincoln, Nebraska 68512.

3) Responsibilities. The County will have the following duties and responsibilities:

- A. The County shall accept youth age 18 and under, who are in the temporary custody of the Lincoln Police Department for conduct which is in violation of Nebraska State Statute or the City of Lincoln Municipal Code.
- B. The County shall accept youth age 18 and under, who have run away from their legal residence and are in the temporary custody of the Lincoln Police Department.
- C. The County shall not accept youth at the Youth Assessment Center who exhibit signs of alcohol or drug influence sufficient to warrant medical attention.
- D. The County shall not accept youth who are in need of medical care that cannot be provided by the staff at the Youth Assessment Center.
- E. The County shall not accept youth who are a danger to themselves or others due to their current mental health status or aggressive physical behavior towards others.
- F. The County shall not accept youth if they do not have the staff or capacity to provide the service to the youth.

The City will have the following responsibilities:

- A. The City shall be responsible for notifying the Youth Assessment Center staff by phone prior to the youth's arrival. The notification may be made by any Lincoln Police Department employee and they must use all resources to obtain and provide to the County any and all information regarding the youth as long as it is not contrary to law. The City shall also provide the County with a reason why the youth is being brought to the Youth Assessment Center.
- B. The City shall also be responsible for transporting the youth to the Youth Assessment Center. The City shall be responsible for transporting the youth from the Youth Assessment Center in the event that the Youth Assessment Center is unable to facilitate such transportation. The City

agrees that the County is not required to take the youth if the County does not have available staff or does not have the capacity to provide services to the youth. The City agrees to remain at the Youth Assessment Center until completion of the admission process.

- C. The City agrees to refer youth who are deemed inappropriate for placement at the Youth Assessment Center to another facility and the City shall be responsible for transportation.

4) Compensation. The County agrees to provide the services outlined herein during the term of the agreement. The City shall pay the County \$50,000.00 per year for youth served at the Youth Assessment Center. Compensation shall be paid on a quarterly basis upon presentment of a statement for reimbursement and documentation that the terms of the agreement have been fulfilled. Statements will be submitted to support any request for payment prior to any payment for the fulfillment of the terms of this agreement. The parties agree that this agreement does not provide for compensation in the form of a retainer.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County, and in particular, the Youth Assessment Center, shall not be deemed to be employees of the City.

6) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

7) Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including court-ordered attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program) sufficient in coverage and amount to pay any judgements or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, civil rights liability and expenses (including court-ordered attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

8) Severability. If any portion of this Agreement is held invalid, the remainder hereof

shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

9) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against any individual because of race, color, religion, sex, disability, national origin, age, marital status or any other basis prohibited by applicable state or federal law.

10) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

11) Insurance. The City and the County shall maintain the following levels of insurance or maintain a self insurance program at the same levels provided as follows:

Workers' Compensation Insurance

Contractor shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

In the alternative, Contractor shall maintain sufficient funds in a self-insurance program approved by the Nebraska Workers' Compensation Court to cover any and all claims arising out of or resulting from its acts or its agents and employees in performance of this Agreement. Evidence of such self-insurance program shall be provided to the City and County prior to engaging in work provided for in this agreement.

General Liability Insurance

Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Contractor or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$5,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$5,000,000 Combined Single Limit

12) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified

except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED by the County this 17 day of February, 2004.

County of Lancaster
BY: [Signature]
Ray Stevens, Chairman
Lancaster County Board of
Commissioners

APPROVED AS TO FORM:
This 6 day of January, 2004.

[Signature]
Deputy County Attorney
for GARY E. LACEY
County Attorney

EXECUTED by the City this _____ day of _____, 2004.

City of Lincoln
BY: _____
Mayor Coleen Seng

APPROVED AS TO FORM:
This 25th day of February, 2004.

[Signature]
Assistant City Attorney
for DANA W. ROPER
City Attorney