

## DETENTION SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this 8<sup>th</sup> day of August, 2017, by and between the County of Kearney, Nebraska, hereinafter referred to as "County" and the County of Lancaster, Nebraska, through the Lancaster County Youth Services Center, hereinafter referred to as the "Youth Services Center." Individually, the County and the Youth Services Center may be referred to as a "Party," and collectively they may be referred to as "Parties."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et. seq., provides that two or more public agencies may enter into agreement for joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency;

WHEREAS, both Parties to this Agreement are political subdivisions of the State of Nebraska;

WHEREAS, the Youth Services Center is a juvenile detention facility, as defined by Neb. Rev. Stat. § 83-4,125;

WHEREAS, the County desires that the Youth Services Center assume the safekeeping, care, and sustenance of certain Juveniles, as defined in the Nebraska Juvenile Code, Neb. Rev. Stat. §§ 43-245 et seq., held as detainees by the County under the County's lawful authority pursuant to statutes made and provided in such cases. Such Juveniles shall include only the following detainees held by the County: Juveniles held in pre-adjudicated status, on adult charges, or as out-of-state runaways;

WHEREAS, the Youth Services Center is willing to perform this service for the County under certain terms and conditions; and

WHEREAS, the Parties wish to reduce their understanding to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows by the Parties hereto:

1. Youth Services Center Services. The Youth Services Center will assume the safekeeping, care, and sustenance of Juveniles held by the County under the County's lawful authority. Said safekeeping, care, and sustenance shall include services, procedures, and operations required by the Juvenile Detention Standards, Title 83 Nebraska Administrative Code ("Juvenile Detention Standards").

2. Per Diem Charges. In consideration of the safekeeping, care, and sustenance provided by the Youth Services Center, the County shall pay the Youth Services Center the sum of \$276.00 per Juvenile per day. This rate shall be referred to as "the Per Diem Rate." For the purpose of this Section 2, a "day" shall be measured in four 6-hour increments and billed as follows:

- (a) 25% of the Per Diem Rate (\$69.00) for a stay less than or equal to six hours;
- (b) 50% of the Per Diem Rate (\$138.00) for a stay over six hours but less than or equal to twelve hours;
- (c) 75% of the Per Diem Rate (\$207.00) for a stay over twelve hours but less than or equal to eighteen hours;
- (d) 100% of the Per Diem Rate (\$276.00) for a stay over eighteen hours but less than or equal to twenty-four hours.

2.1. Adjusted Per Diem Charges. At least 60 days, but not more than 90 days, prior to the conclusion of the Initial Term or any Renewal Term, Youth Services Center may notify the County of an adjustment to the Per Diem Rate for the upcoming Renewal Term. This adjusted rate shall be referred to as "the Adjusted Per Diem Rate." Unless the Agreement is terminated pursuant to the provisions of this Agreement, on the first day of the Renewal Term that follows the date of the notification of the Adjusted Per Diem Rate, the Adjusted Per Diem Rate shall replace the Per Diem Rate for purposes of Section 2 of this Agreement.

3. Additional Charges. In addition to the Per Diem Charges described in Section 2 of this Agreement, the County shall pay to the Youth Services Center:

- (a) The actual cost of medical care, including medication(s), that is required by the Juvenile while the Juvenile is in the custody of the Youth Services Center and that is not provided by the Youth Services Center's medical contractor ("Medical Care").
- (b) The actual cost of repairing property damage caused by the Juvenile while the Juvenile is in the custody of the Youth Services Center.
- (c) The hourly rate of the employee(s) assigned to one-to-one supervision of the Juvenile during those hours one-to-one supervision is provided when, in the sole discretion of the Youth Services Center, the Youth Services

Center deems one-to-one supervision to be necessary for the safety and security of the Juvenile.

- (d) The cost of emergency transportation provided pursuant to Section 8 of this Agreement as follows: the hourly rate of the employee(s) assigned to one-to-one supervision of the Juvenile throughout the duration of the emergency transportation, plus mileage at the current mileage rate established by the State of Nebraska Department of Administrative Services pursuant to Neb. Rev. Stat. § 81-1176, as amended.

4. Invoice. For the Per Diem Charges described in Section 2 and the Additional Charges described in Section 3(b) through 3(d), the Youth Services Center shall submit to the County itemized billing statements in the calendar month following the calendar month of the Juvenile's discharge from the Youth Services Center. The billing statement shall be sent by U.S. Mail to the billing contact address provided in Section 4.1 of this Agreement. Such statements shall include:

- (a) the name and date of birth of each Juvenile held;
- (b) the name of person authorizing detention;
- (c) the dates and times of admittance and discharge;
- (d) the length of stay;
- (e) the Per Diem Charges for each Juvenile described in Section 2 of this Agreement; and
- (f) the Additional Charges for each Juvenile described in Section 3(b) through 3(d) of this Agreement.

All charges on the billing statement shall be paid by the County within 30 days from the date of the billing statement.

With respect to the Additional Charges provided for by Section 3(a) of this Agreement, the County hereby authorizes the Youth Services Center to request each provider of Medical Care to directly invoice the County for the provision of such Medical Care. The County shall pay each such invoice for Medical Care according to the terms of such invoice. In addition, in the event that any provider of Medical Care does not directly invoice the County and instead invoices the Youth Services Center, the Youth Services Center hereby delegates and assigns, and the County hereby accepts such delegation and assignment of, the Youth Services Center's duties and rights arising out of each invoice for Medical Care. Immediately upon receipt of each such

invoice for Medical Care, the Youth Services Center shall forward that invoice to the County's billing contact as provided in Section 4.1 of this Agreement for the County to process payment directly from the County to the invoicing person or entity pursuant to the terms of the invoice.

4.1 Billing Contact. Each Party shall designate a contact person to handle invoicing, billing questions, and disputes. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other Party's designee listed in the Notices section of this Contract.

|           |                             |  |
|-----------|-----------------------------|--|
| COUNTY    | Kearney County              | YOUTH SERVICES CENTER  |
| [NAME]    | Melodie Bellamy             | Melissa Hood   |
| [TITLE]   | Kearney County Attorney     | Administrative Services Officer                                    |
| [ADDRESS] | PO Box 110                  | Lancaster County Youth Services Center                             |
| [PHONE]   | Minden NE 68959             | 1200 Radcliff  |
| [EMAIL]   | 308-832-0797                | Lincoln, NE 68512  |
|           | cabellamy@kearneycounty.org | 402-441-8659   |
|           |                             | <a href="mailto:mHood@lancaster.ne.gov">mHood@lancaster.ne.gov</a> |

5. Authorized Individuals. Prior to the admittance of any Juveniles to the Youth Services Center, the County shall provide the Youth Services Center with a written list of persons authorized to request placement and transportation. Such list shall include, for each individual, his or her position, employer, business address, and telephone number.

6. Written Notices of Admission and Discharge. The County shall make all requests for admission in writing in advance, and shall give all notices of discharge in writing in advance.

7. Reservation of Right to Refuse Admittance and Request Removal. The Youth Services Center reserves the right to refuse any request for admission, and may, at any time, require the County to remove and assume custody of any Juvenile.

8. Transportation. The Youth Services Center shall furnish transportation of the Juvenile only in the event of an emergency. The County shall be responsible for all other transportation to any and all areas outside the Youth Services Center, including transfers to all court appearances and routine medical, optical, and dental treatment.

8.1 Video Equipment. Upon written request from County to Youth Services Center, Youth Services Center agrees to make available to County for use in the Youth Services Center the Youth Service Center's equipment for video court and video visitation.

9. Admittance. At the time of admittance of any Juvenile, the County shall provide either:

- (a) a court order authorizing detention, which is in accordance with the state and federal laws governing the detention of juveniles; or
- (b) an advance verbal authorization followed by a court order within 24 hours of admission, except that a court order shall be required by the close of the next business day following an admission that occurs by verbal authorization on a weekend or legal holiday.

10. Release. Except in an emergency situation, the Youth Services Center will not permanently remove or release any County Juvenile without proper written authorization from the County, subject to the provisions to Section 7 of this Agreement.

11. Access. The County shall be granted reasonable access to the Youth Services Center facility for purposes of inspection and inquiry pertinent to the facility's general operation or detention of individuals held for the County.

12. Rules. The Youth Services Center shall provide, upon request, a copy of all pertinent policies and procedures relating to resident and visitor rules.

13. Non-discrimination. The Parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, Juvenile, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

14. Term. This Agreement shall become effective upon execution by both Parties, and shall remain in full force and effect for an Initial Term of one year, unless terminated pursuant to the provisions of this Agreement. At the conclusion of the Initial Term and the conclusion of any Renewal Term, this Agreement shall automatically renew for a Renewal Term of one year, unless terminated pursuant to the provisions of this Agreement.

15. Termination. This Agreement may be terminated by either Party by giving to the other Party written notice of its intention to terminate at least thirty (30) days prior to the proposed date of termination. In the event that County terminates this Agreement, Youth Services Center shall be entitled to payment pursuant to the terms of this Agreement for any work performed that has been satisfactorily completed as of the termination date, and any costs incurred through the termination date.

In addition, either Party may immediately terminate this Agreement, in whole or in part, if the other Party fails to perform its obligations under this Agreement in a timely and proper

manner. Either Party may, by providing written notice of default to the other Party, allow the other Party to cure a failure or breach of this Agreement within a period of thirty (30) days or longer, at the non-breaching Party's discretion. Allowing the other Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to immediately terminate the Agreement for the same or different failure or breach of this Agreement that may occur at a different time. In the event that County terminates this Agreement, Youth Services Center shall be entitled to payment pursuant to the terms of this Agreement for any work performed that has been satisfactorily completed as of the termination date, and any costs incurred through the termination date.

16. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the County shall not be deemed to be employees of the Youth Services Center and employees of the Youth Services Center shall not be deemed to be employees of the County. The Youth Services Center and the County shall be responsible to their respective employees for all salary and benefits. Neither the County's employees nor the Youth Services Center's employees shall be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The County shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

17. Hold Harmless. Each Party agrees to save and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require

either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

18. Integration. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written.

19. Forbearance Not Waiver. Youth Services Center's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of Youth Services Center's rights.

20. Notices. Except for billing and invoicing conducted pursuant to Sections 4 and 4.1 of this Agreement, all other notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the Youth Services Center or the County at the email address set forth below or such other email address as either may specify hereafter in writing:

|                 |                              |  |
|-----------------|------------------------------|--|
| COUNTY:         | Kearney                      | YOUTH SERVICES CENTER:                 |
| [NAME]          | Melodie Bellamy              | Intake/Release Staff                   |
| [TITLE]         | Kearney County Attorney      | Lancaster County Youth Services Center |
| [EMAIL ADDRESS] | ca.bellamy@kearneycounty.org | <u>YouthIntake@lancaster.ne.gov</u>    |

Such notice or other communication shall be emailed, return receipt requested. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of delivery as proved by the return receipt referenced above.

21. Third Party Rights. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. Youth Services Center shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than County.

22. Venue. If either Party brings against the other Party any proceeding arising out of this Agreement, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

23. Assignment. County may not assign this Agreement or any rights, interest, or obligations hereunder, by operation of law or otherwise, without prior written consent of Youth

Services Center. Any assignment by County without Youth Services Center's prior written consent shall be absolutely void.

24. Force Majeure. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event



EXECUTED BY THE COUNTY, this 8<sup>th</sup> day of August, 2017.

BY THE BOARD OF COUNTY  
COMMISSIONERS/SUPERVISORS  
OF Kearney COUNTY,  
NEBRASKA



Richard A. Schmelzer  
Ross W. Browning  
Robert M. Gudimov  
William F. Pether  
Roy James Nelson  
Karen E. Lundquist  
Wayne R. Anderson

Approved as to form this 17 day  
of July, 2017.

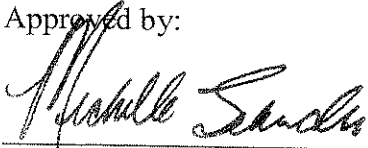
Melodie Bellamy  
County Attorney

EXECUTED BY THE YOUTH SERVICES CENTER, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

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Approved by:



\_\_\_\_\_  
Director  
Youth Services Center

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Deputy County Attorney  
for Joe Kelly  
Lancaster County Attorney