



City of Grand Island

Tuesday, December 02, 2008

Council Session

Item G4

**#2008-332 - Approving Interlocal Agreement with Hall County for
Juvenile Attention Services**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 2, 2008

Subject: Attention Center - Interlocal Agreement

Item #'s: G-4

Presenter(s): Steven Lamken, Police Chief

Background

The Hall County Sheriff's Office set up a Juvenile Attention Center in 2007 for the purpose of alleviating the need for law enforcement officers to spend hours monitoring juveniles waiting placement or release to a guardian. The juveniles are monitored by on call adults who are paid for their services. The Sheriff's Office could not afford to continue to provide the services in their budget and Hall County transferred the Attention Center to the Juvenile Diversion Program and is seeking reimbursement for the cost of the on-call personnel.

Discussion

A juvenile attention center must be a staff secure facility that provides adult supervision to juveniles waiting placement or release to a guardian. Typically the duration of monitoring is for two hours or more. The Juvenile Attention Center has been a great benefit to the Police Department. Prior to the Sheriff's Office establishing an attention center, Police Officers or supervisors were required to physically monitor or watch juveniles for hours at a time at the Police Department. We were having to pull an officer or supervisor off of the street several times a month often for many hours to watch such juveniles. Officers have spent more than 8 hours sitting in an office monitoring a juvenile.

The Police Department is now able to use the Attention Center when we have a juvenile who we can not place or release within two hours. An on-call adult employee is called out and the juvenile is turned over to them at the Attention Center and our officers are able to return to providing patrol services.

Hall County is seeking reimbursement for the hourly pay of the on-call employee when the Police Department requests activation of the Attention Center. Uniformed patrol

officers are expensive. It costs in the area of \$70.00 per hour for a Police Officer providing patrol services. The on-call employees of the Attention Center are paid \$20.00 per hour for their services. The Attention Center provides a very cost effective service that allows the Police Department to use our officers more effectively. Hall County is asking for employee cost reimbursement and is not charging for the facility, utilities, or expendables when the Center is in operation.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to Approve
2. Take no action on the issue
3. Postpone the issue to a future date
- 4.

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement for the Provisions of Juvenile Attention Services By And Between The County of Hall and the City of Grand Island.

Sample Motion

Move to approve the Interlocal Agreement for the Provisions of Juvenile Attention Services By And Between The County of Hall and the City of Grand Island.

**INTERLOCAL AGREEMENT FOR THE PROVISION OF JUVENILE ATTENTION
SERVICES BY AND BETWEEN
THE COUNTY OF HALL
AND
THE CITY OF GRAND ISLAND**

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the County of Hall, a body politic and corporate and a political subdivision of the state of Nebraska, hereinafter referred to as the "County" and the City of Grand Island, a municipal corporation, hereinafter referred to as the "City," for the provision of juvenile attention services by the County to the City. WITNESSETH:

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

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, the County, through its Juvenile Diversion Program, now operates a juvenile attention center for the temporary safekeeping of juvenile offenders; and

WHEREAS, the City has requested that the Hall County Board enter into a contract with the City for the temporary safekeeping of juvenile offenders taken into custody by the City.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Term.** This agreement shall have a term of two (2) years commencing December 1, 2008.
- 2) **Termination.** This agreement may be terminated, with or without cause. The terminating party shall provide written notice of termination delivered not less than 30 days prior to the date of termination.
- 3) **Obligations of County.** The County shall:
 - a) Provide a physical facility suitable for the temporary housing of juvenile offenders taken into custody by the City; and
 - b) Provide the appropriate personnel necessary to supervise such juveniles.
- 4) **Obligations of City.** The City shall:
 - a) Notify the on-call staff of the Hall County Juvenile Attention Center when temporary safekeeping of juvenile offenders is needed; and

- b) Transport such juveniles to and from the Hall County Juvenile Attention Center as necessary; and
 - c) Be responsible for the costs of emergency medical care required by such juveniles while in the temporary custody of the Hall County Juvenile Attention Center; and
 - d) Be responsible for the actual cost of repairing property damage caused by a juvenile while in the custody of the Hall County Juvenile Attention Center.
- 5) **Reservation of Right to Refuse.** The Hall County Juvenile Attention Center reserves the right to refuse any request for admission, and may, at any time, require the City to remove and assume custody of any of its detainees.
- 6) **Delegation of Authority and Powers.** By this agreement, Hall County is hereby authorized and delegated the authority, by the City, to receive and detain such juveniles until such time as they can be taken before the courts or transported to a suitable long term facility.
- 7) **Consideration.** In consideration of the services provided by the County to the City, City agrees to pay County the sum of Twenty Dollars (\$20.00) per hour for the supervision of such juveniles. The County will submit an itemized statement to the City at the end of each month. All charges shall be paid by the City within 30 days from the date on which such statement is issued.
- 8) **Staff Not Employees of City.** It is the expressed intent of the parties that this Agreement shall not create an employer/employee relationship between the City and the County's Juvenile Attention Center staff, who shall be directed and supervised by the County.
- 9) **Modification.** This Agreement may be modified by mutual agreement of the parties hereto.
- 10) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the City and the County.
- 11) **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulation, or ordinance governing the same.
- 12) **Finances.** This agreement shall be financed by funds available to the parties hereto.
- 13) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14) **Hold Harmless Provisions.** 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 negligent or wrongful 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 property, including any resulting loss of use. 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.

EXECUTED this ____ day of _____, 2008.

City of Grand Island, Nebraska

by: _____
Mayor

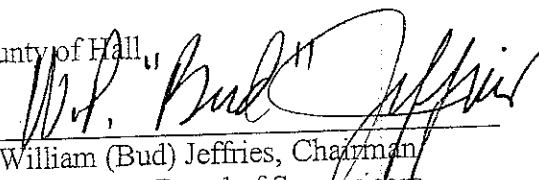
[attest]

City Clerk

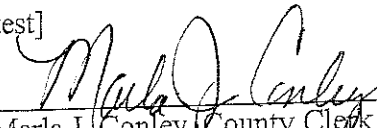
Approved as to form:

Dale Shotkoski, City Attorney


County of Hall,

by: 
William (Bud) Jeffries, Chairman
Hall County Board of Supervisors

[attest]


Marla J. Conley, County Clerk

Approved as to form:


Jack Zitterkopf, Chief Deputy Hall County Attorney

RESOLUTION 2008-332

WHEREAS, Hall County provides the services of a Juvenile Attention Center, and

WHEREAS, The Grand Island Police Department uses the services of the Juvenile Attention Center, and

WHEREAS, Hall County desires to enter into an Interlocal Agreement for the Provisions of Juvenile Attention Services by and between The County of Hall and the City of Grand Island for payment of employee costs when the Police Department uses Attention Center services, and

WHEREAS, the services of the Juvenile Attention Center are of benefit to the Grand Island Police Department

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the Interlocal Agreement for the Provision of Juvenile Attention Services by and between the County of Hall and the City Of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, December 2, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk