



City of Grand Island

Tuesday, April 26, 2011

Council Session

Item G12

#2011-101 - Approving Juvenile Attention Center Interlocal Agreement with Hall County

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: April 26, 2011
Subject: Juvenile Attention Center Interlocal Agreement
Item #'s: G-12
Presenter(s): Steven Lamken, Police Chief

Background

The City and County have had an Interlocal Agreement where the County has provided a staff secure juvenile attention center for the holding of juveniles. The Center is staffed and used on an on call basis. The Interlocal provides for the City to pay the staff personnel costs of the adults monitoring the juveniles when the City places a juvenile at the Center. The reliability of finding on call staff has resulted in underuse of the Center. The County has arranged contracting with a vendor to provide staffing when needed at the Center. Staffing costs have changed and a new Interlocal is needed to address the changes.

Discussion

The Police Department comes into contact with juveniles who need to be held for one purpose or another for extended periods of time before a more permanent disposition can be arranged for the juvenile. These juveniles cannot be incarcerated or “locked up” in a secure detention facility or jail. The Police Department is responsible for the care and supervision of these juveniles until their status is resolved. This can take anywhere from one or two hours to as long as a day. This creates a serious drain on Police Department resources as it requires us to assign an officer to constantly monitor the juvenile. It is costly and removes an officer from being in-service for duty.

Hall County established a staff secure Juvenile Attention Center where such juveniles can be supervised and monitored by an adult. This is done at a County facility that has been set up for this specific purpose. The facility is used on an on call basis and is suppose to be available 24 hours a day. The City had an interlocal agreement with the County for use of the Center. The City was responsible for reimbursement of staff costs and the same conditions as set forth in the proposed interlocal.

Hall County Juvenile Services manages the program and is responsible to have on call adult monitors available. Finding people to work as on call staff has been a problem due to the nature of the sporadic use of the Center. The County has made arrangements with a vendor to provide reliable staffing at the Center on an on call basis. The personnel costs for the services are more than in the previous agreement and require a new Interlocal Agreement. The staffing costs are more than the previous agreement but are far below the costs of having a Police Officer monitor the juvenile. The use of the Center also allows the Police Department to return an officer to service in the City.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement with Hall County for Juvenile Attention Services.

Sample Motion

Move to approve the Interlocal Agreement with Hall County for the provision of juvenile attention center services to the City.

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 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 agreements 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 Services Department, now operates a juvenile attention center for the temporary safekeeping of juvenile offenders; and

WHEREAS, the City has requested that the County 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 commence on the date that the last of the two parties executes this agreement.
- 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 State Probation Office when temporary safekeeping of juvenile offenders is being considered by the City; 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 such 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-Five Dollars and Fifty Cents (\$25.50) per hour for the supervision of no more than two (2) such juveniles at one time. For New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, this rate shall increase to Thirty-Eight Dollars and Twenty-Five Cents (\$38.25) per hour. The County Director of Juvenile Services shall submit an itemized statement to the City at the end of each month. All charges shall be paid by the City to Hall County Juvenile Services within 30 days from the date 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, or such other party as is hereinafter designated by the County, 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 attorney's 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 April, 2011.

City of Grand Island, Nebraska

County of Hall, Nebraska

By: _____
Jay Vavracek, Mayor

By: _____
W.P. "Bud" Jeffries, Chairman
Board of Supervisors

(attest)

(attest)

ReNae Edwards
City Clerk

Marla Conley
Hall County Clerk

Approved as to form:

Approved as to form:

City Attorney

Jack Zitterkopf
Chief Deputy Hall County Attorney

RESOLUTION 2011-101

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

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

WHEREAS, it is beneficial to the City to use the juvenile attention center for the temporary safekeeping of juvenile offenders taken into custody by the City.

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 with Hall County for the Provision of Juvenile Attention Services.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2011

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 22, 2011	☐ City Attorney