

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LINCOLN AND
COUNTY OF LANCASTER, NEBRASKA

This Agreement is entered into by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "the County", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City".

WHEREAS, Neb.Rev.Stat. § 15-264 (Reissue 1997), provides that any city shall have the right to contract with any other governmental subdivision or agency, whether local, state or federal for the keeping of prisoners, either in a facility of the city or in a facility of the other governmental subdivision or agency. Payment shall be made as provided in any such agreement; and

WHEREAS, the County owns and maintains jail facilities located in the City of Lincoln, Nebraska; and

WHEREAS, the County and City are agreeable to housing City offenders in the County Correctional Facilities; and

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb.Rev.Stat. §§ 13-801 to 13-807 (Reissue 1997), and by Neb.Rev.Stat. § 47-306 (Reissue 2004).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Corrections Administration. The administration of all adult intake and correctional facilities, hereinafter collectively referred to as "Correctional Facilities" within the County shall be under the jurisdiction of the Lancaster County Board of Commissioners in its capacity as the Board of Corrections. Such Correctional Facilities shall be administered through the Department of Corrections. The administrative officer of the Department shall be the director of Corrections who shall be qualified by education, training, and experience to perform the duties of such position and shall be appointed by the Board of Corrections. The Director of Corrections shall report to the Chair of the County Board of Corrections and shall be subject to dismissal by the County Board in its capacity as the Board of Corrections.

2. Services to be Provided by the County to the City. The County shall:

(a) Assume the safekeeping, care, and sustenance, including necessary medical treatment, of the City offenders held in the Correctional Facilities, pursuant to the City's lawful authority. The parties agree that the City shall be responsible for the cost of medical services, (other than routine, on-site medical services), necessitated by injuries or wounds suffered during the course of apprehension or arrest of any offender by the Lincoln Police Department, in compliance with applicable state law. The parties further agree that on-going and/or follow-up

medical treatment required as a result of injuries or wounds sustained during arrest or apprehension by the Lincoln Police Department, or any complications arising therefrom, shall remain the direct responsibility of the City. The County shall receive, examine, process, and pay such medical bills on behalf of the City. The County shall bill the City for such costs on a monthly basis. Costs billed to the City pursuant to this provision shall not be included in the current fiscal year's expenditure budget for purposes of paragraph 4(c) hereinafter.

(b) Transport City offenders to all areas outside the secure Correctional Facilities, including transfer to all court appearances, emergency and routine medical, optical, and dental treatment, and other authorized facilities within the City limits.

(c) Manage the Correctional Facilities in accordance with such rules as may be adopted from time to time by the Nebraska Jail Standards and the District Court of Lancaster County, Nebraska, in accordance with Neb.Rev.Stat § 47-101 and § 47-201 (Reissue 2004). Be responsible for the administration of the Correctional Facilities so as to keep City offenders under proper discipline and control.

(d) Maintain its Correctional Facilities in a clean and sanitary condition. City offenders shall be provided with adequate and wholesome food. Juveniles shall be segregated from adults, and males and females shall be properly housed. City offenders shall not be allowed special privileges or improper liberties, nor will they be subject to corporal punishment, cruel or inhumane treatment, or abuse. City offenders who violate the rules of the Correctional Facilities may be disciplined as appropriate, in the same manner and to the same extent as County offenders. No offenders shall be discriminated against because of race, color, disability, religion, sex, age, or national origin, in any manner relating to his or her custody.

(e) Ensure that mail privileges will be the same for City and County offenders.

(f) Protect and accurately account for all personal effects and belongings of the City offenders.

(g) Employ or utilize City offenders to the same extent and in the same manner as County offenders.

(h) Permit proper City law enforcement officials to see all City offenders in custody.

The Director of Corrections may make such further rules and regulations, subject to approval by the Board of Corrections, as will assist in carrying out of the terms of this Agreement, provided that no such rules or regulation violates the terms of this Agreement or any laws of the State of Nebraska.

3. **Definition of City Offenders.** For purposes of this Agreement, a person shall constitute a City offender if:

(a) The arrest of such offender is made by an officer of the Lincoln Police Department and the offender is charged with a violation or violations of the Lincoln Municipal Code; or

(b) The offender is sentenced to the Corrections Department by any court to satisfy a sentence (consisting of a term of days or fine or both) for a violation or violations of the Lincoln Municipal code.

If such arrest or sentence is based upon a violation or violations of the Nebraska State Statutes, in addition to the Lincoln Municipal Code, the offender will be considered a County offender. If the offender was originally arrested for or charged with a violation or violations of the Nebraska State Statutes, but such charges are thereafter filed as or amended to charges under the Lincoln Municipal code, then such offender shall thereafter be considered a City offender.

4. **Funding; Budget Review.** In consideration of the safe-keeping, care, sustenance, and transport provided by the County, the City shall pay the County the following:

(a) An annual fee of \$30,000 for transport of City prisoners. This fee shall be invoiced at the beginning of each County fiscal year to the City of Lincoln. This payment shall be made annually until such time as the County discontinues the transport functions involving City offenders.

(b) Payment of the below housing rate for all City days served in each County fiscal year period.

(c) The daily housing rate shall be calculated, following approval of the Corrections Department's current fiscal year budget, as follows:

The current fiscal year's expenditure budget, plus applicable depreciation of equipment purchased in FY91 and FY92, divided by the anticipated average daily population for the current year, divided by the number of days in the fiscal year.

This daily housing rate shall be applied to the number of total days served by City offenders, in quarter-day increments, on a monthly basis. Invoices shall be submitted to the Finance Director of the City of Lincoln each month for the previous month, and shall include: a statement identifying each City offender, the period of their incarceration, and the length of stay in quarter-day increments. The invoices shall be paid by the City to the County following verification and approval thereof by the Finance Director of the City.

Considering that the above calculation is based on estimated amounts, a further accounting of the housing rate shall be completed following the end of the fiscal year when all figures involved have been actualized. The actualized daily housing rate shall be calculated as follows:

The Corrections Department's fiscal year's total actual expenditures, plus applicable depreciation of equipment purchased in FY 91 and FY 92, divided by the actual average daily population for the fiscal year period, divided by the number of days in the fiscal year.

If the actualized rate is greater than the estimated rate charged to the City during the year, an adjustment will be made by invoicing the City for the difference applied to the total number of City days served during the period.

If the actualized rate is less than the rate charged during the year, the City will receive a credit equal to the difference between the rates, applied to the total number of City days served. This amount will be credited against charges owed by the City on future monthly housing invoices.

If at the end of the County's fiscal year the total number of City days served is below 13,500, the City and County will renegotiate a housing rate for the following year.

For purposes of this section time in custody shall be computed from the time in which the book-in process begins until the time in which the offender is released or their status as a City offender ends. The term "quarter day" shall mean a period of six (6) hours.

(d) The County hereby agrees that the City shall be afforded an opportunity to review the County's proposed budget for the Department of Corrections each year. Recommendations by the City shall be taken into consideration upon final approval of the budget.

5. **Personal Property Acquired.** Personal property for the operation of the Department of Corrections shall be supplied as needed from the current Corrections Department of the County. Future personal property needs shall be identified in the expenditure budget and met with funds supplied through the funding process described in Paragraph 4 of this Agreement. If this Agreement is terminated, said personal property shall be disposed of on the following basis: All personal property originally supplied by either the City or County shall revert to the respective supplier thereof; all property subsequently acquired shall be divided as nearly as possible on the basis of funds provided according to Paragraph 4.

6. **Liability.** The County shall save and hold harmless the City from all losses, claims, and damages arising out of the negligent acts or omissions of the County, its agents or employees in the performance of this Agreement. Likewise, the City shall save and hold harmless the County from all losses, claims, and damages arising out of the negligent acts or omissions of the City, its agents or employees in the performance of this Agreement. It is understood and agreed, however, that liability resulting from a violation of the civil rights of City offenders, as defined by 42 U.S.C. 1983, caused by the acts of

an individual, shall be the responsibility of that individual, and when provided by law, the party by which the individual is employed.

7. **Review of Agreement.** In January of each year the County and City shall review this Agreement to evaluate its effectiveness. The review shall include, but not be limited to, changes in days served and percentages of days in relationship to total days served; changes in legislation or pending legislation; changes in factors in the daily housing rate calculation; and the financial impact of the transport function. At this time, a projection will be made of the actualized daily housing rate and the year-end adjustment.

8. **Agreement Term and Termination.** This Agreement shall commence on July 1, 2005, and shall continue for a period of one year, until June 30, 2006. Thereafter it shall automatically renew for successive periods of one year unless either party provides the other party with written notice of its intention to re-negotiate or terminate the agreement at least ninety (90) days prior to anniversary date of the agreement. If either party gives notice to the other of its intention to re-negotiate, the agreement shall terminate on its anniversary date unless it has been successfully re-negotiated by that date.

9. This Agreement supercedes and replaces the previous Interlocal Agreement executed by the County on February 25, 1997, and executed by the City on March 10, 1997, under City Resolution No. A-77968.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

EXECUTED BY THE COUNTY OF LANCASTER this ____ day of _____, 2005.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

BY: _____
Larry Hudkins, Chair

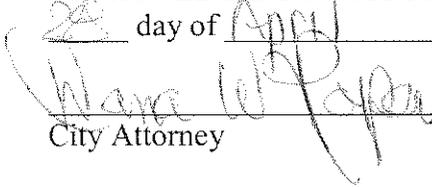
APPROVED AS TO FORM this
_____ day of _____, 2005

Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

EXECUTED BY THE CITY OF LINCOLN this _____ day of _____, 2005.

BY: _____
Coleen Seng, Mayor

APPROVED AS TO FORM this
28 day of April, 2005



City Attorney