

*Interlocal Agreement  
Attention Center*

THIS AGREEMENT, made and entered into this 9th day of May, 1989, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and the County of Lancaster, Nebraska, hereinafter referred to as "County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §23-2201, et seq., provides that two or more public agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the County presently owns and maintains the Jennie B. Harrel Attention Center for Youth, (hereinafter referred to as "Attention Center"), located at 2220 South 10th Street in Lincoln, Lancaster County, Nebraska; and

WHEREAS, the City desires that the County assume the safekeeping, care, and sustenance of City's juvenile prisoners who are in need of temporary and pretrial detention, or who are sentenced to a period of time; and

WHEREAS, the County is willing to perform this service for the City in consideration of certain amounts to be paid as established pursuant to the terms of this Agreement for each such juvenile prisoner of the City.

NOW, THEREFORE, it is agreed as follows by the parties hereto:

1. The County will assume the safekeeping, care, and sustenance of juvenile prisoners of the City, and provide them access to such programs as are available to all other juveniles at the Attention Center. Said safekeeping, care, and sustenance shall not include medical treatment, and the City shall continue to bear the cost of medical treatment for its juvenile prisoners, including the cost of all necessary medication provided such juveniles while at the Attention Center.

2. The County shall allocate a maximum of six (6) spaces at the Attention Center for City juvenile prisoners. When the City juvenile population exceeds six (6), detention for the remainder, if necessary, shall be provided by the Attention Center at suitable off-site facilities. If the total juvenile population at the Attention Center closely approaches, reaches, or exceeds the maximum designed capacity of the Attention Center, then juvenile prisoners of the City may, if necessary, be sent by the Attention Center to suitable off-site facilities until such time as the total population at the Attention Center drops to an acceptable level as determined by the director of the Attention Center.

3. The staff of the Lancaster County Corrections Department shall provide to the Director of the Attention Center either in writing or verbally, as needs dictate, all available pertinent data on each juvenile prisoner of the City who is referred to the Attention Center.

4. Transportation to and from the Attention Center for juvenile prisoners of the City, including transportation to and from any off-site facilities, shall be provided by the Lincoln police department or the Lancaster County Sheriff's Department subject to the terms and provisions of any existing agreements between the City and the County regarding transportation of prisoners.

5. The Lancaster County Corrections Department shall maintain all legal documents pertaining to sentences, fines, etc., and shall be responsible for processing all juvenile prisoners of the City for release from the Attention Center.

6. The Lancaster County Corrections Department Work/Education Release Program Director, in cooperation with the Director of the Attention Center, shall be responsible for work/educational release activities, including consideration of applications, monitoring, and liaison

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with the appropriate court for all juvenile prisoners of the City who are housed at the Attention Center at the City's request.

7. Lancaster County, through the Attention Center, will monitor sentences to determine trends which might affect programs at the Attention Center, will maintain statistics on sentenced juveniles, and will make periodic reports concerning the above information to the Attention Center's advisory committee and the County board.

8. The County shall retain exclusive control of the Attention Center, shall maintain the Attention Center in a clean and sanitary condition, shall provide juvenile prisoners of the City with adequate and wholesome food, shall manage the Attention Center in a manner so as to keep juvenile prisoners of the City under proper discipline and control, shall administer the Attention Center in accordance with all applicable statutes, ordinances, standards, rules and regulations regarding operation of detention facilities for juvenile offenders, and shall, in all respects, afford juvenile prisoners of the City the same treatment afforded all other juveniles held at the Attention Center.

9. In consideration of the safekeeping, care, and sustenance provided by the County to juvenile prisoners of the City, the City shall pay the County an amount for each City juvenile prisoner for each quarter day or fraction thereof that such City juvenile prisoner is held in custody at the Attention Center on behalf of the City, which amount shall be annually determined as follows: the operating budget for the Attention Center as determined by the County Board in August for the forthcoming fiscal year shall be divided by the total care days of juvenile prisoners held in custody in the Attention Center during the previous fiscal year to determine the daily cost per juvenile prisoner. Such daily cost (per diem cost, once determined, shall be certified to the City Finance Director by the Attention Center Director, and shall be the basis for billings for the forthcoming fiscal year effective September 1.

A further accounting shall also be made in August showing the actual expenses and the actual juvenile prisoner care days for the preceding fiscal year. If such accounting reveals that the daily lodging cost of juvenile prisoners exceeds the original Attention Center's budget for lodging, the City shall be charged for its deficit to be paid within thirty (30) days of notification. If such accounting reveals that the lodging charges for all juvenile prisoners are less than the original Attention Center's budget for lodging, the City shall receive credit for its share of the excess beginning with the next monthly billing statement and continued until the credit is completed.

In the event that any juvenile prisoner of the City must be held off-site under the provisions of this Agreement the entire actual cost of such off-site detention shall be paid by the City irrespective of the rate being charged by the County for detention at the Attention Center.

The County shall submit to the City Finance Director itemized monthly statements that have been reviewed by the Lancaster County Corrections Department and approved as accurate. Such statements shall specify the names of juvenile prisoners of the City who were in custody at the Attention Center or off-site during the preceding month and the number of days that each such individual was in custody. Such statements shall also specify where each juvenile prisoner of the City was held and the amount of time held at each location. For any City juvenile prisoners who were held off-site, such statements shall also specify the cost of such off-site detention. The charges reflected in said monthly statement shall be paid to the County by the City following verification and approval thereof by the City finance director or his or her designated representative.

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10. This agreement may be modified by mutual agreement of the parties hereto, and may be terminated by either party by giving at least thirty (30) days prior written notice thereof, addressed to either the Mayor of the City of Lincoln or the Chairman of the Board of County Commissioners of Lancaster County, as appropriate.

11. This Agreement shall become effective immediately upon execution by the parties, and shall remain in full force and effect until such time as it is amended or terminated pursuant to the provisions herein. (City Resolution No. A-72826, adopted May 30, 1989; County Board approval May 9, 1989; prior City Resolution A-71746; adopted November 9, 1987; County Board approval October 6, 1987).