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**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Consent
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: October 11, 2016

Exact wording to be used for the agenda: Approval of agreement with
University of Nebraska Omaha for research and evaluation of detention
alternative services

Action requested: Approval

Amount requested: \$54,497 in grant funds Object Code: _____

Is item in current year's budget? Yes X No _____

Does this item commit funds in future years? Yes _____ No X

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed Yes X No
and approved?

Previous action taken on this item, if any: _____

Recommendations and rationale or action: _____

Will anyone speak on behalf of this item, if so who? _____

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Catherine Hall, Administration Ext. 6416

Date submitted: 10/5/2016

List Attachments: Resolution, Agreement (2)
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

<i>Completed by receiving office</i> Received in Administrative Office: _____ Date <u>10/5/16</u> Time _____

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

WHEREAS, this Board desires to enter into the attached agreement with University of Nebraska Omaha for research and evaluation of alternative to detention services; and,

WHEREAS, the proposed evaluation entails the review and collection of data to analyze alternatives to detention offered and used by youth in Douglas County; and,

WHEREAS, Douglas County was awarded 2015 Community-based Juvenile Services grant funds to support funding for research and evaluation of alternatives to detention services; and,

WHEREAS, it is in the best interests of Douglas County to enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA that the attached agreement between Douglas County and University of Nebraska Omaha is hereby approved and adopted and the Chair of this Board is authorized and directed to execute said Agreement on behalf of Douglas County.

DATED this 11th day of October, 2016.

**RESEARCH AND EVALUATION FOR ALTERNATIVES TO DETENTION
SERVICE AGREEMENT WITH
UNIVERSITY OF NEBRASKA OMAHA**

This Agreement is entered into by The Board of Regents of the University of Nebraska d/b/a the University of Nebraska at Omaha (hereinafter "Contractor"), a Nebraska educational institution with its principal place of business at 6001 Dodge Street, Omaha, NE 68182, and Douglas County, Nebraska (hereinafter "County"), a political subdivision of the State of Nebraska, with its principal place of business at 1819 Farnam Street, Ste. LC2, Omaha, NE 68183

1. Purpose of this Agreement. The purpose of this Agreement is to define the expectations between Contractor and County for research and evaluation for alternatives to detention services, to be provided by Contractor.

2. Payment for Services. County will pay Contractor a fixed amount of fifty four thousand four hundred ninety seven dollars (\$54,497) for research and evaluation for alternatives to detention services. The total amount allocated for this Agreement will not exceed fifty-four thousand four hundred ninety-seven dollars (\$54,497).

Contractor will submit invoices to County according to the following invoice schedule:

- \$27,248 upon final execution of this Agreement
- \$27,249 upon completion of the project and submittal of the final deliverables

Invoices will be submitted to: Douglas County
1819 Farnam Street, Ste. LC2
Omaha, NE 68183

Payment will be made to Contractor within thirty (30) days of receipt of invoice. Checks should be made payable to the University of Nebraska at Omaha (ID #47-0049123 A9) and mailed to:
University of Nebraska at Omaha
Nebraska Center for Justice Research
6001 Dodge Street
Omaha, NE 68182

3. Description of Services. Contractor will use available data and collect new data to conduct research and evaluative analysis of alternatives to detention offered and utilized by youth in Douglas County. Contractor will prepare and present a report illustrating the analytical processes and conclusions of the research. A more full description of Contractor services under this Agreement are delineated and set forth in full in Attachment "A" (Contractor's description of services).

4. Independent Contractor. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the

parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as many be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

5. Term and Termination. The Agreement will begin January 12, 2016, and end September 30, 2016, or upon expenditure of the allotted Grant Funds, whichever occurs earlier, with an option to renew for two (2) additional one (1) year extensions upon mutual written agreement of both parties. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. Any Contractor breach of these provisions or failure to satisfactorily perform, as determined by County, shall be cause for automatic termination.

6. Insurance. As of the date of the execution of this Agreement, UNO is self-insured pursuant to the University of Nebraska General Self-Insurance Program. Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of UNO during any of its fiscal years all sums for which UNO shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. UNO shall provide the County with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage upon request

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Contractor or its interests. Contractor is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions of this Agreement.

7. Liability. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. The provisions of this section shall survive expiration or termination of this Agreement. These liability provisions are not intended to waive a party's sovereign immunity. A party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

8. Confidentiality. Contractor will not disclose any information it learns through its research and evaluation for alternatives to detention services about clients and families to any outside entity.

9. Amendment/Merger. This Agreement contains the entire agreement of the parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein.

A. This Agreement may be modified only by written amendment, duly executed by authorized officials of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

10. Nondiscrimination Clause. Contractor acknowledges that this Agreement must be operated in compliance with civil rights laws and any implementing regulations, and makes the following assurances:

A. Contractor warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990 and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat § 48-1122, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance.

B. Contractor and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin of the employee or applicant.

11. Applicable Law and Venue. The laws of the State of Nebraska shall govern this Agreement. All legal proceedings arising out of this agreement shall be brought forth in the appropriate state or federal court located within Douglas County, Nebraska.

12. Assignment and Delegation. The duties of Contractor prescribed in this Agreement shall be performed only by Contractor and may not be assigned or delegated in any manner without prior written consent of the County. An assignment without such prior written consent shall be a material breach of this Agreement.

13. Drug Free Policy. Contractor agrees to establish and maintain a drug-free workplace policy.

14. Funding Out Clause or Loss of Appropriation. Due to possible future reductions including but not limited County, State and/or Federal appropriations, County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable

either in full or in part due to such reduction in appropriations, County may terminate the Agreement or reduce the consideration upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. County shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to County.

15. Severability/Waiver. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties. The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect.

For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a party it is not obligated to do hereunder shall not be deemed to impose any obligation upon that party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

16. Documents Incorporated by Reference. All references in this Agreement to laws, rules, regulations, guidelines and directives, which set forth standards and procedures to be followed by Contractor in discharging its obligations under this Agreement, as well as any amendments, during the term of this Agreement shall be deemed incorporated by reference and made a part of this Agreement, with the same force and effect as if fully set forth herein.

17. New Employee Work Eligibility Status (Neb. Rev. Stat. §4-114). Contractor is required, by Neb. Rev. Stat. §4-114, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

18. Public Benefits. With regard to Neb. Rev. Stat. §§4-108 - 113, neither party is an individual or sole proprietorship. Therefore, neither party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 - 113.

19. Third Party Rights. This Agreement is executed for the benefit of the named parties only. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

20. Dispute Resolution. Any dispute that, in the judgment of a party to this Agreement, may affect the performance of such party shall be reduced to writing and delivered to the other party. As soon as possible thereafter, the parties' representatives shall schedule a meeting in Omaha, Nebraska, to resolve the dispute in a mutually satisfactory manner. During the pendency of negotiations, the parties shall act in good faith to perform their respective duties described herein.

21. Notice. Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

Contractor:

Dr. Scott D. Snyder, Chief Research Officer
University of Nebraska at Omaha
6001 Dodge Street, EAB 203
Omaha, NE 68182

With a copy to Dr. Ryan Spohn, CPACS 218RR

County:

Patrick Bloomingdale, CAO
1819 Farnam Street, Suite LC2
Omaha, NE 68183
(402) 444-6237.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

22. Licensing. Contractor agrees to maintain any licenses required by it or its employees to carry out its duties under this Agreement.

23. Compliance with Laws. In performance of this Agreement, both parties will comply with all applicable governmental laws, regulations, and ordinances.

24. Background Checks. Contractor will conduct background checks on all employees. Background checks must, at minimum, include:

- A. Nebraska Sex Offender Registry;
- B. Nebraska Child Abuse and Neglect Central Register;
- C. Nebraska Adult Abuse and Neglect Central Registry;
- D. Federal Criminal Report; and,
- E. Motor Vehicle Record.

In the event that the individual has resided in Nebraska for less than two (2) years, the Contractor will conduct the same or substantially similar background check in the state(s) of previous residence.

25. Grant Compliance. Upon request of County, Contractor will assist County with any reports or provide any information, which County needs to comply with the Grant Funds associated with this Agreement.

26. Joint Work Product. This Agreement is the joint work product of the parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either party by reason of document preparation.

27. Publicity. Neither party will use the name, trademarks, service marks or logos of the other party for any marketing or promotional purposes without the prior written consent of the other party. No referral(s), client(s), youth(s), and/or families serviced by Contractor during the performance of this Agreement shall be utilized by Contractor for any publicity, promotional, testimonial, or other self-benefitting manner without the explicit written consent of County. Contractor and its employees may not disclose any individually identifying information regarding any referral(s), client(s), youth(s), and/or families serviced by Contractor during the performance of this Agreement on any publically available medium including newspaper, radio, television, internet, social media, and similar venues. The provisions of this section shall survive the termination of this Agreement.

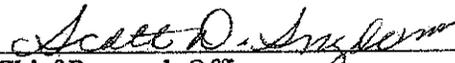
This Agreement is entered into by the parties on the latest date written below.

Douglas County Board of Commissioners:

Board Chair

Date

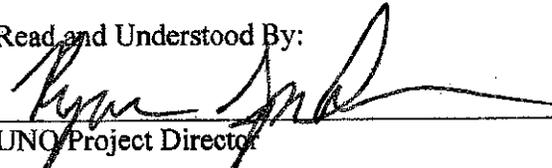
**Board of Regents of the University of Nebraska
University of Nebraska at Omaha:**



Chief Research Officer

10/04/2016
Date

Read and Understood By:



UNO Project Director

Approved as to form:

Deputy County Attorney
Douglas County Attorney's Office

Date

Attachment A

Douglas County Juvenile Justice Alternatives Evaluation

University of Nebraska at Omaha

Statement of Work

Dr. Ryan Spohn, Project Director

Funder: Douglas County

UNO will work with the Sherwood Foundation, Douglas County juvenile justice professionals, and stakeholders to complete the following tasks:

- Develop a Theory of Change for Alternatives to Detention (ATD) providers that provides a framework of ideas, values, and ways of working together to address the needs of Douglas County
- Complete an evaluation plan and timeline for conducting evaluation activities for the duration of the project
- Review the literature on detention alternatives that provide viable options for at-risk youth from unstable families
- Conduct process evaluations of current options for alternatives to detention to further our understanding of their functioning and the possibilities for improvement
- Regularly engage with funders, Douglas County juvenile justice professional, statewide juvenile justice professionals, and stakeholders to disseminate findings