VII
C-1

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: Child & Youth Services
(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)
Date to be on agenda: October 18, 2016

Exact wording to be used for the agenda: Resolution to approve Second Addendum with the County of Sarpy, Nebraska and the County of Douglas, Nebraska to the Juvenile Services Agreement

Action requested: Approval

Amount requested: _____ Object Code: _____

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

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

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No____

Previous action taken on this item, if any: _____

Recommendations and rationale or action: Approval

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

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

Submitted by (Name & Dept.:) Mark Le Flore Ext. 4767
Date submitted: 10/12/2016
List Attachments: Resolution and Contract
(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

Completed by receiving office
Received in Administrative Office: Date 10/12/16 Time

agenda request form effective 1-26-2010

Revised 1-26-2010

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

WHEREAS, This Second Addendum is made and entered by and between the Sarpy County, Nebraska ("Sarpy County") and Douglas County, Nebraska ("Douglas County"), to the Agreement between Douglas County, Nebraska and Sarpy County, Nebraska ("Agreement") for staff secure housing of Douglas County juveniles in the Juvenile Justice Center facility operated by Sarpy County at 9701 Portal Road, Papillion, Nebraska.

WHEREAS, All parties acknowledge and reaffirm that this Agreement beginning February 1, 2012 and set to terminate June 30, 2014 (hereinafter Original Agreement) and amended via addendum in October of 2014 to run from January 1, 2014 and set to end June 30, 2016, officially ended June 30, 2016. Additionally, all parties acknowledge and affirm that via this second Agreement Addendum the Original Agreement is hereby revived

WHEREAS, All parties additionally agree that all other term contained in the Original Agreement ending June 30, 2016 shall remain in full force and effect with the exception of the herein modified terms and additions.

WHEREAS, Douglas County will pay to Sarpy County **the sum of $210.56** per day for each youth that Douglas County sends to Sarpy County for Staff-Secure Detention.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT this agreement will begin **July 1, 2016 and end December 31, 2017.** Either Party may terminate this Agreement without cause with thirty (30) days written notice to the other party is here by approved. This agreement can be extended by mutual written agreement of all parties for up to three (3) additional on (1) year terms.

DATED this 18th day of October 2016

SECOND ADDENDUM
TO
JUVENILE SERVICES AGREEMENT

This Second Addendum is made and entered by and between the Sarpy County, Nebraska ("Sarpy County") and Douglas County, Nebraska ("Douglas County"), to the Agreement between Douglas County, Nebraska and Sarpy County, Nebraska ("Agreement") for staff secure housing of Douglas County juveniles in the Juvenile Justice Center facility operated by Sarpy County at 9701 Portal Road, Papillion, Nebraska.

All parties acknowledge and reaffirm that this Agreement beginning February 1, 2012 and set to terminate June 30, 2014 (hereinafter Original Agreement) and amended via addendum in October of 2014 to run from January 1, 2015 and set to end June 30, 2016, officially ended June 30, 2016. Additionally, all parties acknowledge and affirm that via this Second Agreement Addendum the Original Agreement is hereby revived.

All parties additionally agree that all other term contained in the Original Agreement ending June 30, 2016 shall remain in full force and effect with the exception of the herein modified terms and additions.

Paragraph 2:

Douglas County will pay to Sarpy County **the sum of $210.56** per day for each youth that Douglas County sends to Sarpy County for Staff-Secure Detention.

Paragraph 5:

This agreement will begin **July 1, 2016 and end December 31, 2017.** Either Party may terminate this Agreement without cause with thirty (30) days written notice to the other party. This agreement can be extended by mutual written agreement of all parties for up to three (3) additional one (1) year terms.

SARPY COUNTY, NEBRASKA

By the Sarpy County Board of Commissioners

_____

Chairman

Date:_____

Approved as to form this _____ day of _____, 2016

_____

Deputy Sarpy County Attorney

DOUGLAS COUNTY, NEBASKA

By the Douglas County Board of Commissioners

_____

Chairman

Date:_____

Approved as to form this _____ day of _____, 2016

_____

Deputy Douglas County Attorney