

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF LINCOLN, NEBRASKA AND
THE COUNTY OF KEITH, NEBRASKA**

This Agreement is entered into by and between the County of Lincoln, Nebraska, on behalf of the Lincoln County Detention Center, hereinafter referred to as "Lincoln County," and the County of Keith, Nebraska, hereinafter referred to as "Keith County."

WHEREAS, the Inter-local Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (Reissue 2007) provides that two or more public agencies may enter into agreement for joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, Keith County desires to contract with Lincoln County to house inmates at the Lincoln County Detention Facility ("Detention Facility") who are held under Keith County's lawful authority; and

WHEREAS, Lincoln County is willing to perform this service for Keith County under the certain terms and conditions contained herein:

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

1. **Inmate Housing.** Lincoln County will receive and house Keith County inmates from time to time at the request of the Keith County Detention. Lincoln County will assume the supervision, safekeeping, care, and sustenance of those inmates who are held under Keith County's lawful authority. Said supervision, safekeeping, care, and sustenance shall include food, clothing, shelter, programs and services, recreation, inmate visitation, necessary staff support, and medical and dental care.

2. **Consideration.** In consideration of the supervision, safekeeping, care, and sustenance provided by Lincoln County, Keith County will pay Lincoln County a basic rate per day of \$50.00 per inmate, but not including the day of discharge, for each day that the inmate is housed by Lincoln County. In regard to billing procedures, the parties agree to the following provisions:

(a) A current list of inmates housed for Keith County will be maintained by the Lincoln County Sheriff or his/her designee.

(b) Lincoln County will submit itemized statements for inmates who were

housed at the Detention Center. Such statements will include: the name and date of birth of each inmate, the dates of admittance and discharge, length of stay, and the total amount due for each inmate. All charges will be paid by Keith County within 30 days from the date on which the statement is received.

3. **Services to be provided by Lincoln County.** Lincoln County shall:

(a) Manage the Detention Facility in accordance with such rules as may be adopted from time to time by the Nebraska Jail Standards.

(c) Maintain the Detention Center in a clean and sanitary condition. Keith County inmate(s) housed at the Detention Facility will not be subject to corporal punishment, cruel or inhumane treatment, or abuse. No offenders will be discriminated against because of race, color, disability, religion, sex, age, or national origin, in any manner relating to his or her custody.

(d) Permit proper Keith County officials to see all Keith County inmates in custody.

(e) Provide telephone calls to attorneys and certain other Keith County officials at no cost to the inmate.

(f) Insure that telephone calls between Keith County inmates and their attorneys are not monitored or recorded.

4. **Medical and Dental Services and Expenses.** The parties agree as follows:

(a) Keith County agrees to be responsible for the cost of all prescription medications provided to Keith County inmates and any medical, mental health, and dental services provided to Keith County inmates outside of the Detention Facility, unless such expenses arise from injuries or illnesses that are caused by the acts or omissions of Lincoln County, its agents, employees, representatives, or other inmates housed at the Detention Facility or such injuries or such illnesses are caused or occur while an inmate is in a work detail. Lincoln County shall also be responsible for any medical expenses, claims, or damages arising out of their agents, employees, or representatives transporting Keith County inmates. Lincoln County agrees to be responsible for the cost of all in-house medical, dental, and mental health care services, for minor emergency and non-emergency health matters, excluding prescriptions, provided to inmates.

(b) Lincoln County will notify Keith County prior to providing outside medical treatment, except in the case of an emergency. If an emergency occurs and the inmate needs treatment, Keith County will be notified of the situation. Keith County will be directly billed for all outside medical treatment to the inmate by the medical provider.

5. **Miscellaneous Provisions.** The parties further agree as follows:

(a) Lincoln County reserves the right to request the removal of any inmate determined to have a communicable disease or to be mentally ill and dangerous to themselves or others.

(b) Lincoln County acknowledges that Keith County will be transferring inmates for housing at the Detention Facility that primarily classify as upper medium or lower maximum custody. Inmates classified to administrative segregation will not be transferred to Lincoln County without Lincoln County's prior consent. Lincoln County will make every effort to manage inmate behavior at its Detention Facility prior to requesting an inmate's removal.

(c) Lincoln County will accept and store the inmates' personal property that the inmate is not allowed to possess within the facility.

6. **Term of Agreement.** The term of this agreement will be for a period of one (1) year upon execution by both parties. The agreement will automatically renew for additional one (1) year periods unless either party provides to the other notice of that party's intent to terminate the agreement. Such notice will be in writing and delivered to the other party no less than ninety (90) days prior to the effective date of said termination.

7. **Hold Harmless.** 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 attorneys' fees), arising out of or resulting from the 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 damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party will 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 will 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.

8. **Independent Contractor.** It is the express intent of the parties that this Agreement will not create an employer-employee relationship. Employees of Lincoln County will not be deemed to be employees of Keith County and employees of Keith County shall not be deemed to be employees of Lincoln County. Lincoln County and Keith County will be responsible to their respective employees for all salaries and benefits. Neither Lincoln County's employees nor Keith County's employees will be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. Lincoln County and Keith County will be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

9. **Assignment.** Neither Lincoln County nor Keith County will assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

10. **Severability.** If any portion of this Agreement is held invalid, the remainder hereof will not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

11. This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It will not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

12. **Employee Verification.** In accordance with Neb. Rev. Stat. §4-108 through §4-114, Lincoln County agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Lincoln County shall not discriminate against any employee or applicant for employment to be employed in the

performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b.

Lincoln County shall require any subcontractor to comply with the provisions of this section.

Executed by LINCOLN COUNTY on this 27th day of June, 2016.

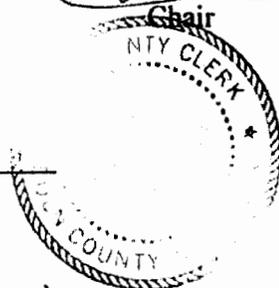
BOARD OF COMMISSIONERS OF
LINCOLN COUNTY, NEBRASKA

By: [Signature]

Chair

ATTEST:

Rebecca J. Farrell
County Clerk



Executed by KEITH COUNTY on this 22nd day of June, 2016.

BOARD OF COMMISSIONERS OF
KEITH COUNTY, NEBRASKA

By: C. W. Ballyll

Chair

ATTEST:

Wanda K. Olson
County Clerk

Approved as to Form this 29th day of June, 2016.

Deputy Joe W. Wright
Lincoln County Attorney

Approved as to Form this 22nd day of June, 2016.

W. Fui
County Attorney