

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN THE JAIL
TRANSITION MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY,
THE SARPY COUNTY SHERIFF, AND THE FRATERNAL ORDER OF POLICE,
SARPY LODGE NO. 3, LAW ENFORCEMENT – SWORN AND NON-SWORN**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sheriff has been providing the goods and services essential to the operation of the county jail pursuant to an Operating Agreement dated December 3, 2013 with the Board of Corrections, which shall be superseded in relevant part by the 2018 Agreement Between the Sarpy County Board of Corrections and the Sarpy County Sheriff's Office Regarding the County Jail's Transition to a Department of Corrections ("Jail Transition Agreement"); and,

WHEREAS, the operations of the county jail will be transferred over to the Sarpy County Department of Corrections ("Department of Corrections") by July 1, 2020; and,

WHEREAS, the County Board, the Sarpy County Sheriff, and the Fraternal Order of Police, Sarpy Lodge No. 3, Law Enforcement – Sworn and Non-Sworn wish to enter into a Memorandum of Understanding setting forth their intent regarding the county jail operations transition process in accordance with the Jail Transition Agreement, a copy of which is attached hereto and is incorporated herein by this reference, which is in the best interests of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby authorizes the Chair to sign the attached Jail Transition MOU, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23rd day of April, 2019.

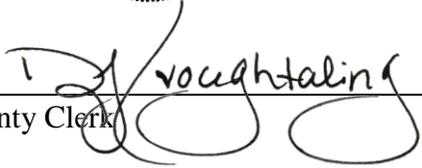
Attest

SEAL





Chair, Sarpy County Board



County Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY AND THE
FRATERNAL ORDER OF POLICE, SARPY LODGE NO. 3, LAW ENFORCEMENT –
SWORN AND NON-SWORN**

This is a Memorandum of Understanding (“MOU”) between Sarpy County Board of Commissioners (“County Board”) on behalf of the County of Sarpy, the Sarpy County Sheriff’s Office (“Sheriff”), and the Fraternal Order of Police, Sarpy Lodge No. 3, Law Enforcement – Sworn (“FOP Sworn”) and Non-Sworn (“FOP Non-Sworn”). When referred to collectively, the County Board, the Sheriff and the FOP Sworn and Non-Sworn shall be referred to as the “parties.”

RECITALS

WHEREAS, the Sheriff has been providing the goods and services essential to the operation of the county jail pursuant to an Operating Agreement dated December 3, 2013 with the Board of Corrections, which shall be superseded in relevant part by the 2018 Agreement Between the Sarpy County Board of Corrections and the Sarpy County Sheriff’s Office Regarding the County Jail’s Transition to a Department of Corrections (“Jail Transition Agreement”); and,

WHEREAS, the County desires to fully transfer the operations of the county jail over to the Sarpy County Department of Corrections (“Department of Corrections”) by July 1, 2020; and,

WHEREAS, the parties wish to enter into a MOU setting forth their intent regarding the county jail operations transition process in accordance with the Jail Transition Agreement.

UNDERSTANDING OF THE PARTIES

I. The parties mutually agree to and understand that from the date of execution of this agreement until June 30, 2020, the following conditions shall govern the parties:

1. The Sheriff shall continue to operate the county jail facility. Personnel working in, or assigned to, the county jail facility shall be considered employees of the Sheriff, except for the Director of Corrections (“Director”) and his designated administrative staff.
2. The Board of Corrections and the Sheriff will fill positions in the county jail facility that are vacated by deputy sheriffs with non-sworn corrections officers.
3. The Sheriff has the option, at his sole discretion, to preserve and transfer up to ten (10) deputy sheriff positions from the county jail facility, for reassignment to other sworn duties under the Sheriff’s Office through June 30, 2020. Pursuant the Jail Transition Agreement,

these transfers will not impact or diminish the Sheriff's authorized strength who already work or are otherwise assigned outside of the county jail facility, and these transfers must be completed by July 1, 2020.

4. July 1, 2019 shall be the decision deadline for any deputy sheriff that plans to transfer out of the county jail facility to other sworn duties under the Sheriff's Office. All re-entry training and transfers authorized by the Sheriff shall be completed by June 30, 2020.

II. The parties mutually agree to and understand that on July 1, 2020 through June 30, 2025, the following conditions shall govern the parties:

1. The Department of Corrections shall fully assume all of the duties and responsibilities for the operation of the county jail.
2. The Sheriff's duties and responsibilities for the operation of the county jail shall cease.
3. From July 1, 2020 through June 30, 2025, deputy sheriffs working at the county jail facility, who decide and are authorized by the Sheriff to preserve their sworn deputy sheriff status, shall remain employees of the Sheriff, maintain their respective sworn classification including their salary and benefits, and be represented by the FOP Sworn so long as their employment under the Sheriff continues. In addition, the following management and staffing processes shall take place:
 - a. The Director shall have operational supervision authority and determine daily assignments for these deputy sheriffs.
 - b. The Sheriff shall maintain the authority to discipline, promote or demote, transfer or reassign within the Sheriff's Office, and terminate these deputy sheriffs.
 - c. The Department of Corrections will fill positions in the county jail that are vacated by deputy sheriffs with non-sworn corrections officers.
4. Employees of the Department of Corrections who are either (1) in classifications covered by the FOP Lodge #3 Non-Sworn collective bargaining agreement with Sarpy County, or (2) are sworn deputy sheriffs who transition to the Department of Corrections prior to July 1, 2025, will not be included in, or represented by, the FOP Lodge #3 collective bargaining unit and will no longer be covered by any FOP Lodge #3 collective bargaining agreement. Their job classification titles may also be adjusted as a result of the transition to the Department of Corrections, since they are no longer employees of the Sheriff.

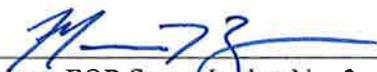
5. In the event that the employees working in the county jail determine to form a new FOP bargaining unit separate from FOP Lodge #3, at any time following the execution of this MOU, Sarpy County agrees to voluntarily recognize that unit upon a showing of sufficient employee interest consistent with Rules 10 and 11 of the Nebraska Commission of Industrial Relations (“CIR”). Should such separate FOP bargaining unit be formed and recognized by Sarpy County or otherwise certified by the CIR, Sarpy County agrees to apply the terms of the 2018-2022 FOP Non-Sworn collective bargaining agreement to such unit through June 30, 2022 for ease of transition, with the understanding that minor contract language adjustments will be made to account for the Department of Corrections’ management structure.
6. In the event a new collective bargaining unit is not formed, the county will continue to apply the same pay and benefits described in the 2018-2022 FOP Non-Sworn collective bargaining agreement through June 30, 2022 to employees of the Department of Corrections who were either (1) in classifications previously covered by the FOP Lodge #3 Non-Sworn collective bargaining agreement with Sarpy County, or (2) were sworn deputy sheriffs who transitioned to non-sworn corrections officer classifications previously covered by the FOP Lodge #3 Non-Sworn collective bargaining agreement with Sarpy County; however the Personnel Rules and Regulations and any other applicable Department of Corrections or county policy shall apply to all other conditions of employment.

III. The parties mutually agree to and understand that on and after July 1, 2025, the following conditions shall govern the parties:

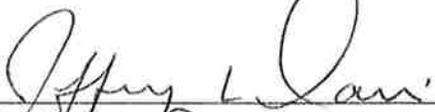
1. Any remaining deputy sheriffs who work in the county jail facility, as of this date, will become Department of Corrections employees. These employees will no longer be employees of the Sheriff and will no longer be considered deputy sheriffs for Sarpy County. Their job classifications, including their salary and benefits, shall change to a corrections officer position according to the terms of the applicable collective bargaining agreement, or according to the appropriate Department of Corrections or county policy if an applicable collective bargaining agreement does not exist. These employees will no longer be included in, or represented by, the FOP Sworn collective bargaining unit and will no longer be covered by any FOP Sworn collective bargaining agreement.
2. In certain exceptional circumstances, the Board of Corrections and the Sheriff may, upon mutual agreement and for the benefit of the County, decide that a deputy sheriff who works

in the county jail facility may continue to preserve his or her status as a sworn deputy sheriff of Sarpy County. This shall be determined on a case-by-case basis, at the joint discretion of the Sheriff and the Board of Corrections, and only occur with the written approval of both the Board of Corrections and the Sheriff. Such deputy sheriffs shall remain employees of the Sheriff, maintain their respective sworn classification including their salary and benefits, and be represented by the FOP Sworn so long as their employment under the Sheriff continues. In addition, the following management and staffing processes shall take place:

- i. The Director shall have operational supervision authority and determine daily assignments for these deputy sheriffs.
- ii. The Sheriff shall maintain the authority to discipline, promote or demote, transfer or reassign within the Sheriff's Office, and terminate these deputy sheriffs.
- iii. The Department of Corrections will fill positions in the county jail that are vacated by deputy sheriffs with non-sworn corrections officers.

By: 
President, FOP Sarpy Lodge No. 3

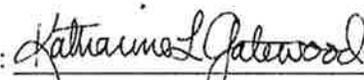
Date: 4/29/19

By: 
Sheriff, Sarpy County Sheriff's Office

Date: 4/26/2019

By: 
Chairman, Sarpy County Board of Commissioners

Date: 4/23/19

Approved as to form: 
Deputy County Attorney

Agenda Item Information

Agenda Type: Commissioners



Agenda Section:

Regular

Speaker Information: Dan Hoins, Sarpy County Administrator, 593-2347

Requesting Administration

Date of Meeting: 4/23/2019

Department:

Agenda Item:

Resolution Approving and Authorizing Chair to sign the Jail Transition Memorandum of Understanding between Sarpy County, the Sarpy County Sheriff, and the Fraternal Order of Police, Sarpy Lodge No. 3, Law Enforcement - Sworn and Non-Sworn

Fiscal Impact

Total County cost of project: No immediate cost.

Is the item funded in the current budget? Yes

If approved will this commit the county to future budget costs?

Estimated fiscal impact of this transition is \$185,000 in annual personnel costs, initially. This amount could likely decline as the transition progresses over the next several years.

Summary

Summary & Background

The Sarpy County Sheriff's Office has been providing the services essential to the operation of the county jail. The operations of the county jail will be transferred over to the Sarpy County Department of Corrections by July 1, 2020. This MOU sets forth the intent regarding the county jail operations transition process from the Sheriff to the Sarpy County Department of Corrections.

Additional Information

Comments

Name:

Comments

Name:

Attorney Approval:

Date:

(used for future reference IF attorney approval was required in the Agenda Item Request submission process)