RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN
THE JDAI COORDINATOR CONSULTANT SERVICES AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), 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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board;

WHEREAS, the County has a Juvenile Services Comprehensive Plan which addresses the changing needs of the County’s juveniles and the County’s systems that serve those juveniles and their families;

WHEREAS, one of the goals within the 2015-2018 Juvenile Services Comprehensive Plan includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation’s Juvenile Detention Alternatives Initiative (“JDAI”), a nationally renowned reform process that effectively: lowers detention populations, enhances public safety, saves taxpayer money, reduces the overrepresentation of minority youth, and introduces other overall juvenile justice system improvements;

WHEREAS, the County has established a JDAI Leadership Committee (“Committee”) which includes representatives from the County’s juvenile court, law enforcement, probation, diversion, public defender, attorney and administrative offices as well as representatives from the community who have an interest in juvenile issues;

WHEREAS, the Committee requires a JDAI Coordinator consultant to assist with the implementation process of the JDAI; and

WHEREAS, the JDAI Coordinator Consultant Services Agreement, outlining the duties of the JDAI Coordinator consultant for the JDAI implementation process has been proposed, is reasonable, and is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, are hereby authorized to execute on behalf of this Board, the JDAI Coordinator Consultant Services Agreement, a copy of which is attached hereto.

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 __________ day of __________, 2016.

Sarpy County Board Chairman

Attest
Sarpy County Board Chairman

County Clerk
MEMO

March 29, 2016

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: JDAI Coordinator Consultant Agreement with Georgie Scurfield

This Resolution is to approve an agreement with Georgie Scurfield to serve as the County’s Juvenile Detention Alternatives Initiative ("JDAI") Coordinator to fill the duties Dick Shea was performing before he passed away. The agreement with Georgie will also replace the County’s existing agreement with Beckie Cleveland who has been providing assistance and support to Dick and the program for the last several years.

A selection committee consisting of Tami Steensma, Jodi York, Jeff Jennings, Mike Jones, Mark Wayne, Bonnie Moore, and me, originally advertised the part-time JDAI Coordinator position and conducted interviews with eight candidates. However, we were unable to identify a candidate who would be a good fit.

The committee then reached out to Georgie because of her extensive background in juvenile justice issues and ability to work with a wide variety of people. Georgie expressed her interest in helping to continue to improve the County’s juvenile justice system and implementing JDAI. The contract amount reflects an hourly pay amount of $38.00 and we expect Georgie will be able to accomplish the necessary work in ten to twenty hours per week.

The entire cost of the agreement will covered by funding from the Nebraska Crime Commission’s Juvenile Services Community Based Aid ("CBA") grant.

Please feel free to contact me if you have any questions. Thank you.

Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne, Jodi York, Jeff Jennings, Tami Steensma, Bonnie Moore, Mike Jones, Annie Gosnald-Parker
JDAI COORDINATOR CONSULTANT SERVICES AGREEMENT

This JDAI Coordinator Consultant Services Agreement (“Agreement”) is entered into by and between the County of Sarpy, a body politic and corporate in the State of Nebraska, hereinafter “County” and Georgie Scurfield, hereinafter “JDAI Coordinator Consultant.” The County and the JDAI Coordinator Consultant are referred to collectively hereinafter as “the Parties”:

WHEREAS, the County has a Juvenile Services Comprehensive Plan which addresses the changing needs of the County’s juveniles and the County’s systems that serve those juveniles and their families;

WHEREAS, one of the goals within the 2015-2018 Juvenile Services Comprehensive Plan includes establishing alternatives to detention for juveniles by implementing the Annie E. Casey Foundation’s Juvenile Detention Alternatives Initiative (“JDAI”), a nationally renowned reform process that effectively: lowers detention populations, enhances public safety, saves taxpayer money, reduces the overrepresentation of minority youth, and introduces other overall juvenile justice system improvements;

WHEREAS, the County has established a JDAI Leadership Committee (“Committee”) which includes representatives from the County’s juvenile court, law enforcement, probation, diversion, public defender, attorney, and administrative offices as well as representatives from the community who have an interest in juvenile issues; and

WHEREAS, the Committee requires a JDAI Coordinator Consultant to assist with the implementation process of JDAI.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter expressed, the County and the JDAI Coordinator Consultant hereby acknowledge, covenant, and agree as follows:

I. DUTIES OF THE JDAI COORDINATOR CONSULTANT:
   a. Coordinate the implementation of the 2016 JDAI Work Plan outlined in Exhibit “A” along with future annual Work Plans.
   b. Develop expertise in the purpose and use of secure detention and detention alternatives, as well as in the principles of juvenile detention reform.
   c. Cultivate the understanding and application of detention alternatives among participating agencies and individuals.
   d. Anticipate barriers to reform and develop strategies to counter them. Work actively and collaboratively with the Sarpy County Sheriff and Sarpy County Juvenile Justice Center Director to carry out the JDAI mission.
   e. Liaise with local community organizations, schools, businesses, law enforcement agencies and others to recruit, develop, and support various alternatives to incarceration.
f. Interpret assessment and evaluation tools (e.g., Substance Abuse Subtle Screening Inventory (SASSI), Addiction Severity Index (ASI), etc.) to determine suitability for detention or alternatives to detention.

g. Participate on the Sarpy County JDAI Committee and its subcommittees, attend and facilitate meetings, provide information and guidance regarding JDAI strategies and detention best practices, and work to develop local policies and practices that achieve the goals of JDAI.

h. Report on a regular basis to the JDAI Committee as to the progress of JDAI programs and initiatives.

i. Oversee support staff in the collection and analysis of extensive data regarding juvenile justice processes and the population of youth in the juvenile justice system over time, including those referred to secure detention, staff secure detention, and those placed in alternatives to detention. Support staff’s tasks include, but are not limited to, contributing to the development of appropriate methodologies (both quantitative and qualitative), developing research instruments, reviewing court, detention and program files, interviewing juvenile justice personnel, and developing, maintaining, and using databases.

j. Prepare and present analytical reports and related information regarding the use, efficiency, and effectiveness of the local detention system; draw conclusions and explain results; help the JDAI Committee identify where improvement is needed and the appropriate strategies for making those improvements. Help monitor the progress of JDAI.

k. Document and track policies and practices implementation; evaluate whether the strategies implemented achieve the intended outcomes; prepare related reports; make appropriate recommendations.

l. Serve as liaison between the JDAI Committee and the JDAI Technical Assistance Team, sharing information, addressing questions and reporting progress.

m. Train and educate staff and Sarpy County Juvenile Justice Center personnel in the JDAI principles via one-on-one discussion, group presentations, and participation at JDAI conferences.

n. Establish and maintain effective working relationships with clients, supervisors, Sarpy County employees, elected officials, attorneys, law enforcement, judges, other agencies, and the general public.

o. Keep track of dates and hours worked.

p. Comply with all applicable laws (including but not limited to federal law, state law, and county ordinances) pertaining to the work to be performed under this Agreement.

II. DUTIES OF THE COUNTY:

a. The County will be responsible for providing records and information requested by the JDAI Coordinator Consultant pertinent to the JDAI implementation process.

b. The County will provide and support a computer laptop for the JDAI Coordinator Consultant to access information within the County’s information systems.

c. The County will provide work space at the Juvenile Justice Center for those times when the JDAI Coordinator Consultant needs to work on site.
III. PAYMENT:
   a. Compensation for services described above shall be invoiced at $38.00 per hour.
   b. The County will fund this Agreement with a grant from the Nebraska Crime Commission. The County is required to apply for the grant funding each year, therefore, compensation is subject to the following limitations:
      i. April 4, 2016 – September 30, 2016: compensation shall not exceed $19,760.
      ii. October 1, 2016 – June 30, 2017: compensation shall not exceed an amount to be determined by the grant funding available as of October 1, 2016.
      iii. July 1, 2017 – June 30, 2018: compensation shall not exceed an amount to be determined by the grant funding available as of July 1, 2017.
   c. The JDAI Coordinator Consultant will keep track of dates and times worked and submit an invoice to the Director of Corrections listing those dates and times.
   d. The JDAI Coordinator Consultant shall submit the above-referenced invoice to the Director of Corrections no more frequently than every two (2) weeks. These invoices shall be due and payable within thirty (30) days of receipt by the Director of Corrections.
   e. If the County objects to all or any portion of an invoice, the County shall so notify the JDAI Coordinator Consultant within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. If the reason for the dispute is resolved, the disputed portion of invoice shall be paid upon resolution of the dispute.

IV. TERM: This Agreement shall be in effect until June 30, 2018, unless sooner terminated pursuant to Sections IX and/or X, below.

V. INSURANCE: During the course of services, the JDAI Coordinator Consultant shall maintain Automobile Liability insurance and Workmen’s Compensation Insurance (in accordance with the Workman’s Compensation laws of the State of Nebraska).

VI. ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without the written consent of the other Party.

VII. INDEPENDENT CONTRACTOR STATUS: At all times in the performance of this Agreement, the JDAI Coordinator Consultant shall be an independent contractor and not an employee or agent of the County. As such, the JDAI Coordinator Consultant shall not be entitled to receive from the County, any health insurance, retirement, or other similar benefits.

VIII. TAXES AND WITHHOLDINGS: The JDAI Coordinator Consultant shall be responsible for any and all taxes related to payment for her duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with the JDAI Coordinator Consultant’s independent contractor status, no
withholdings shall be taken from the JDAI Coordinator Consultant’s payments from the County for services rendered under this Agreement.

IX. TERMINATION: The County or JDAI Coordinator Consultant may terminate this Agreement at any time, with or without cause, upon giving the other party fourteen (14) days prior written notice. The County shall within forty-five (45) calendar days of termination, pay the JDAI Coordinator Consultant for all services rendered in accordance with the provisions of this Agreement.

X. BREACH: Should the JDAI Coordinator Consultant breach, violate, or abrogate any term, condition, clause or provision of this Agreement, the County, pursuant to Section VIII, above, may terminate this Agreement. Alternatively, the County has the option of notifying the JDAI Coordinator Consultant in writing that a breach, violation, or abrogation of any term, condition, clause or provision has occurred. If satisfactory correction of such action(s) does not occur within fourteen (14) days from such written notice, the County may terminate this Agreement and obtain an alternate provider to render all services required by this Agreement. This provision shall not be construed so as to preclude the pursuit of other remedies for breach of contract as allowed by law.

XI. CONFLICT OF INTEREST: Pursuant to Neb Rev. Stat. § 23-3113 (Reissue 2007), the County and the JDAI Coordinator Consultant hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

XII. OWNERSHIP OF DOCUMENTS: All documentation or data, in whatever form or media, prepared or obtained under the terms of this Agreement shall become the property of the County and shall be delivered to the County upon the request of the County, without restriction or limitation as to its further use. Furthermore, any such documentation or data shall be surrendered to the County upon the termination of this Agreement.

XIII. SAVINGS CLAUSE: This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the JDAI Coordinator Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and the JDAI Coordinator Consultant shall be construed and enforced as if
the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

XIV. HOLD HARMLESS: The JDAI Coordinator Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the County, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the JDAI Coordinator Consultant.

XV. RESIDENCY VERIFICATION CLAUSE: The JDAI Coordinator Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114. The JDAI Coordinator Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of individuals 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 individuals. If the JDAI Coordinator Consultant is an individual or sole proprietorship, the following applies:

a. The JDAI Coordinator Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

b. If the JDAI Coordinator Consultant indicates on such attestation form that he or she is a qualified alien, the JDAI Coordinator Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the JDAI Coordinator Consultant’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (“SAVE”) Program.

c. The JDAI Coordinator Consultant understands and agrees that lawful presence in the United States is required and the JDAI Coordinator Consultant may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

XVI. SCOPE OF AGREEMENT: This Agreement, along with the Exhibit “A”, respectively, contain the entire Agreement between the County and the JDAI Coordinator Consultant, and there are no other written or oral promises, contracts or
warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and the JDAI Coordinator Consultant.

XVII. NOTICE: Notice to the County and the JDAI Coordinator Consultant shall be given in writing to the agents for each party named below.

County:
Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

JDAI Coordinator Consultant:
Georgie Scurfield
707 South Beadle Street
Papillion, NE 68046

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 29th day of March, 2016.

JDAI COORDINATOR CONSULTANT:

[Signature]
Georgie Scurfield

COUNTY OF SARPY:

Attest
[Signature]
Sarpy County Board Chairman 3-29-16

Seal

Approved as to form:

[Signature]
Sarpy County Attorney
## EXHIBIT A

**SARPY COUNTY JUVENILE DETENTION ALTERNATIVES INITIATIVE**

**WORK PLAN FOR 2016**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Time Frame</th>
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<tbody>
<tr>
<td><strong>Collaboration</strong></td>
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</table>
| 1. Work to put together information and data for the Sarpy Story | • Gather key accomplishments, milestones, and barriers in order to inform other Counties on how the JDAI process unfolded in Sarpy  
• Put together a timeline listing important dates and milestones from the gathered information  
• Write narrative to accompany the timeline in an quick, easy to read format | July 30, 2016  
July 30, 2016  
September 30, 2016 |
| 2. Fundamental Trainings for Coordinator and new committee members | • Work with State JDAI Coordinator on schedules for site visits and training | May 30, 2016 |
| 3. Update and validate common definitions | • Compile a list of key words and phrases  
• Work to define each key word or phrase in order to understand what is meant in discussions, reports, and procedures | April 30, 2016  
May 30, 2016 |
| 4. Conduct regular monthly Steering Committee meetings to identify trends and discuss change | • Reports from each subcommittee  
• Analyze new data  
• From data, discuss trends and possible changes to procedures or implementation of new programs | March 3, 2016  
June 2, 2016  
August 4, 2016  
December 1, 2016 |
| 5. Quarterly meetings with the Collaborative | • Inform Collaborative regarding Committee reports  
• Seek input and suggestions from Collaborative | January 29, 2016  
April 22, 2016  
July 29, 2016  
September 30, 2016 |
| 6. Establish dates and procedures for adding Cass and Otoe Counties | • Identify stakeholders  
• Discuss data  
• Set dates for meetings | April 2016 |
| **Data** | | |
| 7. Continue to analyze, build, and fix problems discovered with data | • Analyze reports to inform committees and members  
• Work to identify trends and “dig deeper” into the data  
• Work together to fix data problems discovered while analyzing trends | Ongoing |
| 8. Committees identify reports needed for their Committee work | • Subcommittees inform the Data Committee of any reports needed for discussion and evaluation | Ongoing |
| 9. Keep minutes at each meeting | • Take comprehensive notes at each meeting to inform the Steering Committee and Collaborative | Ongoing |

### Key Developmental Milestones

1. Hire and train new JDAI Coordinator for Sarpy County
2. Refine and use data to further guide the work of JDAI in Sarpy County
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<tr>
<td><strong>10. Incorporate Crisis Mediation Data into reports in order to analyze success</strong></td>
<td>• Review new data presented by HFS on the Crisis Mediation Team in order to help evaluate success</td>
<td>July 30, 2016</td>
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<td><strong>11. Continue with weekly Detention Reports</strong></td>
<td>• Data Committee will send the weekly detention report to committee members</td>
<td>Every Monday</td>
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<tr>
<td><strong>12. Collect and review weekly RAI data from Probation</strong></td>
<td>• Enter RAI scores and data into QRS • Discuss possible needs following analysis of RAI reports</td>
<td>Every Monday Ongoing</td>
</tr>
<tr>
<td><strong>13. Region 6 Rapid Response Crisis Mediation Referrals Data</strong></td>
<td>• Review and analyze referral data from Region 6 to the CMT</td>
<td>September 2016</td>
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<tr>
<td><strong>14. Target Population - Overrides</strong></td>
<td>• Collect and further analyze override data to incorporate policy or procedure changes necessary to lower this population</td>
<td>July 2016</td>
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**Case Processing**

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<td><strong>15. Look at the number of youth being detained on warrants and reduce that population in detention.</strong></td>
<td>• Analyze data on warrants presented from reports • “Dig deeper” to discover trends and work to implement changes that will reduce this population in detention</td>
<td>July 30, 2016</td>
</tr>
<tr>
<td><strong>16. Track youth to see progression at different stages in the court process</strong></td>
<td>• Implement a program that will track youth through the court process • Follow youth through the process to identify gaps and barriers in the system</td>
<td>October 2016 October 2016</td>
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<td><strong>17. Further develop work plan</strong></td>
<td>• Review and revise work plan to further implement changes in the system</td>
<td>April 2016</td>
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<td><strong>18. Revisit Case Processing Flow Chart as it relates to length of stay</strong></td>
<td>• Analyze case processing steps to determine if there are gaps in services or policy changes needed relating to Length of Stay</td>
<td>September 2016</td>
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**Alternatives to Detention**

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<td><strong>19. Further develop work plan</strong></td>
<td>• Review and revise work plan to further implement changes in the system</td>
<td>April 2016</td>
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<tr>
<td><strong>20. Develop additional alternatives according to data reports and trends</strong></td>
<td>• Review data and look for trends and gaps in service • Inform Steering Committee of possible gaps and discuss new alternatives</td>
<td>June 2016 August 2016</td>
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<td><strong>21. Assist to update common definitions</strong></td>
<td>• Compile list of terms used in the ATD group and inform Collaborative to update master list of terms</td>
<td>April 30, 2016</td>
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<td><strong>22. Incorporate Crisis Mediation data into alternatives</strong></td>
<td>• Gather data on the CMT in order to begin tracking as an ATD in reports</td>
<td>July 30, 2016</td>
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**Conditions of Confinement**

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<td><strong>23. Review facility recommendations and discuss upcoming assessments</strong></td>
<td>• Discuss any upcoming assessments and review facility recommendations</td>
<td>August 2016</td>
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</table>