

11-7-17  
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**JUVENILE DETENTION SERVICE AGREEMENT BETWEEN WOODBURY COUNTY, IOWA and OMAHA NATION, NE.**

**THIS AGREEMENT**, entered this 7<sup>th</sup> day of November, 2017, by and between Woodbury County, Iowa and Omaha Nation, NE.

**WHEREAS**, Woodbury County agrees to allow Omaha Nation juveniles to be housed in the Woodbury County Juvenile Detention Center upon all the conditions set forth below.

**NOW THEREFORE, IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth;

**I. The Parties agree as follows:**

**A. Omaha Nation agrees to all the following:**

1. Omaha Nation will contact the Woodbury County Juvenile Detention Center prior to the transportation of any juvenile to determine the current population and whether the alleged charges meet the criteria for admittance of the juvenile to the Woodbury County Juvenile Detention Center.
2. Omaha Nation will provide twenty-four (24) hour transportation service for all its juveniles transported to and from the Woodbury County Juvenile Detention Center.
3. Omaha Nation will provide all transportation for its juveniles for routine medical treatment, including but not limited to doctor's appointments, dentist appointments, and/or psychiatric or psychological evaluations.
4. Omaha Nation will provide social information about the juvenile to the Woodbury County Juvenile Detention Center as is necessary to assist Woodbury County Juvenile Detention Center staff in providing services to the juvenile.
5. Omaha Nation will pay all costs of evaluations, routine medical exams/treatments, medications, and evaluations not otherwise paid by the family, Title XIX, medical insurance, or Family Centered Services.
6. Omaha Nation will provide the Woodbury County Juvenile Detention Center with court orders that contain the following information: All criminal charges, placement of the temporary care, custody, and control of the juvenile with the Director of the Woodbury County Juvenile Detention Center, and authorization for the Woodbury County Juvenile Detention Center to provide emergency medical care, including surgery.

PATRICK F. GILL  
WOODBURY COUNTY  
AUDITOR & RECORDER &  
COMM. OF ELECTIONS  
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7. Omaha Nation will pay the costs of any emergency medical care necessary for the juvenile that is not otherwise paid by the family, Title XIX, medical insurance, or Family Centered Services.
  8. Omaha Nation will maintain contact with the Woodbury County Juvenile Detention Center case worker to track the progress of the juvenile.
  9. Omaha Nation will provide any information about the juvenile that exist which indicates the juvenile is a danger to himself/herself or others.
  10. Omaha Nation will remove any of its juveniles as requested by the Woodbury County Juvenile Detention Center within twenty-four (24) hours of notification for any reason unless otherwise authorized by the Director of the Woodbury County Juvenile Detention Center.
  11. Omaha Nation will pay Woodbury County the rate of one hundred (100) dollars per day for each juvenile placed in the Woodbury County Juvenile Detention Center. Omaha Nation will pay the one hundred (100) dollars per day rate for the day of placement of the juvenile in the Woodbury County Juvenile Detention Center and the day of release of the juvenile from the Woodbury County Juvenile Detention Center. Omaha Nation will pay Woodbury County within thirty (30) days from the date of the bill.
- B. Woodbury County and/or the Woodbury County Juvenile Detention Center agree to all the following:
1. Woodbury County will complete intake on all juveniles.
  2. Woodbury County will provide a report on the juvenile's overall conduct during his/her time in the Woodbury County Juvenile Detention Center when necessary.
  3. The Woodbury County Juvenile Detention Center will provide appropriate meals and snacks, sleeping facilities, personal hygiene products, and adequate clothing to the juvenile.
  4. The Woodbury County Juvenile Detention Center will allow two (2) telephone calls during the 7-3 shift and two (2) telephone calls during the 3-11 shift to immediate family members (parents and grandparents) by the juvenile unless otherwise authorized by the Woodbury County Juvenile Detention Center staff. Costs of long distance calls will be assessed to the juvenile.

5. The Woodbury County Juvenile Detention Center will allow the juvenile to have regular telephone calls and visits with his/her juvenile court officer, DHS worker, and attorney.
6. The Woodbury County Juvenile Detention Center will provide scheduled times for visitation with immediate family consisting in this paragraph as parents, grandparents, siblings, or children of the juvenile unless otherwise authorized and approved by the Woodbury County Juvenile Detention Center staff.
7. The Woodbury County Juvenile Detention Center will notify all necessary parties regarding serious medical or behavioral problems within twenty-four (24) hours of the occurrence excluding weekends and holidays.
8. The Woodbury County Juvenile Detention Center will provide the juvenile with crisis counseling.
9. The Woodbury County Juvenile Detention Center will provide the juvenile with educational and recreational services.
10. The Woodbury County Juvenile Detention Center will attempt to collect all necessary medical and other releases for information from the family and juvenile.
11. Woodbury County will bill Omaha Nation at the end of each juvenile's incarceration period in the Woodbury County Juvenile Detention Center.

## **II. Right of Refusal**

The Woodbury County Juvenile Detention Center reserves the right to refuse acceptance of any juveniles anytime the staff deems the juvenile not appropriate for placement at the Woodbury County Juvenile Detention Center. The Woodbury County Juvenile Detention Center will not accept juveniles who are intoxicated, injured without a proper notice from a doctor that states he/she is safe for placement in the Woodbury County Juvenile Detention Center, or if the Woodbury County Juvenile Detention Center is at capacity. The Woodbury County Juvenile Detention Center will not accept a juvenile who has committed or has been alleged to have committed a criminal act not recognized as a criminal act by the State of Iowa.

All juveniles detained in the Woodbury County Juvenile Detention Center will be required to follow the policy and procedures of the Woodbury County Juvenile Detention Center. The Woodbury County Juvenile Detention Center has the right to have a juvenile immediately removed from the facility in cases of assaultive behavior on other residents or staff, if the juvenile attempts harm to himself/herself, if the juvenile conducts sexual misconduct, or if the juvenile's behavior places the juvenile, other residents or staff in danger. Omaha Nation agrees upon receiving notice for removal under any of the above

scenarios by the Woodbury County Juvenile Detention Center, Omaha will have the juvenile removed within three (3) hours of receiving said notification.

### **III. Default**

In the event Omaha Nation fails to comply with any term or condition of this Agreement, Woodbury County shall give Omaha Nation notice of said default. Notice of said default shall specify the nature of the claimed default and Omaha Nation shall have fourteen (14) days after receipt of the said notice to rectify the default.

If Omaha Nation does not rectify the default within the fourteen (14) days, Woodbury County may terminate this Agreement forthwith. If Omaha Nation commits the same default within a sixty (60) day period, Woodbury County may terminate this Agreement forthwith with no additional notice to Omaha Nation.

### **IV. Termination**

Woodbury County shall have the option to terminate this Agreement at any time upon thirty (30) day notice to Omaha Nation. The Agreement may also be amended or terminated at any time upon the written approval of both parties.

Omaha Nation will have all its juveniles picked up within twenty-four (24) hours of the termination of this Agreement.

### **V. Assignment**

This Agreement shall be binding on the parties hereto and neither party shall assign or transfer their interest in this Agreement without the written consent of the other party hereto.

### **VI. Limited Waiver**

The failure of Woodbury County to insist on the strict performance of any of the terms and conditions of this Agreement shall be deemed a waiver of the rights and remedies that Woodbury County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

### **VII. Indemnification/Hold Harmless**

Omaha Nation shall defend, indemnify, and hold harmless the Woodbury County Juvenile Detention Center and Woodbury County, its officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney's fees, arising or issuing out of or in connection with this Agreement.


### **VIII. Governing Law**

This Agreement shall be governed by the laws of the State of Iowa. The venue for any suit shall be Woodbury County, Iowa.

**IX. Instrument as Entire Agreement**

This instrument contains the entire agreement between the parties and no statement, promise, or inducements made by either party that are not contained in this written agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing and signed by the parties.

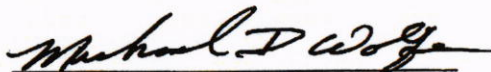
**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date set forth above.

  
\_\_\_\_\_  
Chairman, Woodbury County  
Board of Supervisors

11-7-17  
\_\_\_\_\_  
Date

State of Iowa, Woodbury County,  
On this \_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public, in and for said State, personally appeared \_\_\_\_\_ to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC in and for the STATE OF IOWA

  
\_\_\_\_\_  
Omaha Nation

10-25-17  
\_\_\_\_\_  
Date

State of Nebraska, Thurston County,  
On this 25<sup>th</sup> day of October, 2017, before me the undersigned, a Notary Public, in and for said State, personally appeared Michael Wolfe to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

  
\_\_\_\_\_

NOTARY PUBLIC in and for the STATE OF Nebraska

