

SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR PROFESSIONAL SERVICES

THIS SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR PROFESSIONAL SERVICES (“Agreement”) is made as of this ____ day of May, 2026, between Scotts Bluff County (“Client”) and HDR Architecture, Inc. (“Architect”) for services in connection with the project known as **Scotts Bluff County Regional Youth Detention Center Needs Assessment (“Project”)**;

WHEREAS, Client desires to engage Architect to provide professional architecture, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, Architect desires to render the Services as described in Section I (Scope of Services).

NOW, THEREFORE, Client and Architect, in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

Architect will provide the Services as fully described in the Scope of Services attached hereto as Exhibit A, incorporated herein by this reference, for the Project.

SECTION II. COMPENSATION

Client shall pay Architect for all Services performed by Architect in accordance with the compensation schedule attached hereto as Exhibit B, incorporated herein by this reference.

SECTION III. TERMS AND CONDITIONS OF ARCHITECTURAL SERVICES

The “Terms and Conditions for Professional Services,” which are attached hereto in Exhibit C, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION IV. PERIOD OF SERVICE

The term of this Agreement shall expire twelve (12) months after the date of execution by both parties, unless a longer term is agreed upon in writing. Upon receipt of written authorization to proceed from Client, Architect shall perform the Services according to the schedule outlined in Exhibit A. Unless otherwise stated in this Agreement, the rates of compensation for Architect’s Services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If any specified dates for the completion of Architect’s Services are exceeded through no fault of the Architect, the time for performance of those Services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of Architect’s compensation shall be equitably adjusted.

SECTION V. NOTICES

Notices provided in connection with the Agreement shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to Client:

Scotts Bluff County
1825 10th St # 5,
Gering, NE 69341 Attention: Sheriff Mark Overman

If to Architect:

HDR Architecture, Inc.
1248 'O' Street, Suite 716
Lincoln, NE 68508
Attention: Chandra Wondercheck

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Scotts Bluff County "Client"

BY:

NAME:

TITLE:

HDR Architecture Inc. "Architect"

BY:

NAME:

TITLE:

Exhibit A.

HDR SCOPE OF WORK

Needs Assessment for a Regional Juvenile Detention Center

Scotts Bluff County, Nebraska (Serving Western Nebraska)

1. Introduction

Scotts Bluff County, Nebraska, on behalf of participating jurisdictions in Western Nebraska, has hired HDR Architecture Inc. (HDR) to conduct a **Needs Assessment for a Regional Juvenile Detention Center** located in **Scotts Bluff County, Nebraska**.

The purpose of this assessment is to evaluate current and projected regional juvenile detention needs and to provide planning-level guidance to support future decision-making regarding facility size, scope, services, and design requirements consistent with **Nebraska Title 83 – Jail Standards Board – Standards for Juvenile Detention Facilities, Chapter 18 – New Facility Design and Construction**.

2. Project Background

Local and regional jurisdictions in Western Nebraska currently rely on a combination of out-of-county placements, limited local detention capacity, and contracted services to meet juvenile detention needs. The County is exploring the feasibility of a **regional detention center** that would serve multiple counties while complying with applicable State of Nebraska standards for juvenile detention facilities.

This Needs Assessment will serve as a foundational planning document and **will not include architectural or engineering design**.

3. Scope of Services

At a minimum, HDR shall perform the following tasks listed below. Scotts Bluff Sheriff's Office has agreed to assist HDR in gathering the pertinent information from all participating parties/jurisdictions to expedite the timing of this assessment.

A. Data Collection and Review

- Review existing demographic, justice system, and detention utilization data for participating counties.
- Analyze historical and current juvenile detention trends.
- Identify current gaps, operational challenges, and service limitations.

B. Population and Capacity Analysis

- Project future juvenile detention demand for the region.
- Recommend an appropriate **rated bed capacity range**.
- Consider gender, age separation, special management, and programming needs consistent with Title 83 requirements.

C. Regulatory and Standards Review

- Evaluate how **Nebraska Title 83, Chapter 18 – New Facility Design and Construction** impacts:
 - Facility capacity and configuration
 - Housing unit types
 - Program, education, medical, mental health, and visiting spaces
 - Safety, security, and supervision requirements
- Identify key compliance considerations that would affect site selection, building size, and facility layout.

D. Operational Considerations

- Identify staffing, supervision, and operational implications associated with a regional juvenile detention model.
- Consider transportation, intake, and inter-county coordination needs.
- Identify potential alternatives to detention that may impact capacity needs.

E. Planning-Level Space Program (Conceptual)

- Develop a **high-level space needs summary** aligned with Title 83 requirements.
- Identify functional areas required (e.g., housing, intake, medical, education, administration, support).

- Provide approximate square footage ranges (planning level only).
- Provide a conceptual total project cost estimate as well as construction cost estimate.

F. Findings and Recommendations

- Summarize key findings.
 - Provide clear recommendations regarding feasibility, scale, and next steps.
 - Identify issues for further study (e.g., funding, governance, site evaluation, design).
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4. Deliverables

HDR shall provide:

1. A **draft Needs Assessment report** for review.
 2. A **final Needs Assessment report** incorporating feedback.
 3. An executive summary suitable for public and policymaker review.
 4. One (1) final Needs Assessment report presentation to County leadership and regional stakeholders (in person or virtual).
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5. Project Schedule

The County anticipates the project to be completed within approximately **4 months** from contract execution.

6. HDR Qualifications

- HDR has experience conducting juvenile justice or detention facility needs assessments, concept plans, design, engineering, and construction of juvenile detention facilities.
- HDR is familiar with **Nebraska Title 83 jail and juvenile detention standards**, or comparable state standards.
- HDR has experience working with governmental or regional entities.

- HDR has multidisciplinary capability in justice planning, operations, and compliance analysis.
 - HDR has at least two (2) new juvenile detention facilities designed and built within the last 5 years, one of which must be located in the State of Nebraska.
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Exhibit B.

COMPENSATION SCHEDULE

HDR's compensation for basic and consultant services listed are proposed as a lump sum fee, listed below. Reimbursable expenses are included in the lump sum fee.

- **Total Lump Sum Fee: \$50,000**
- **Total expenses = \$2,500**

Monthly invoicing based on progress; anticipated allocation:

- **Draft needs assessment report — 50%**
- **Final needs assessment report — 50%**

EXHIBIT C

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting and related services performed or furnished by Architect and its employees under this Agreement will be the care and skill ordinarily used by members of Architect's profession practicing under the same or similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

2. INSURANCE/INDEMNITY

Architect agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Architect is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client. Architect agrees to indemnify Client for third party personal injury and property damage claims to the extent caused by Architect's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Architect are made on the basis of information available to Architect and on the basis of Architect's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of

determining prices, or over competitive bidding or market conditions, Architect does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Architect prepares.

4. CONSTRUCTION PROCEDURES

Architect's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Architect shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Architect shall not be responsible for the acts or omissions of the contractor or other parties on the Project. Architect shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Architect beyond those set forth in this Agreement. Client agrees to include Architect as an indemnified party in Client's construction contracts for the work, which shall protect Architect to the same degree as Client. Further, Client agrees that Architect shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state district court for Scotts Bluff County, Nebraska, or in the United States District Court for the District of Nebraska if federal jurisdiction exists.

6. SERVICES AND INFORMATION

Client will provide all criteria and information pertaining to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Client will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the Project. Client will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Architect. Client agrees to bear full responsibility for the technical accuracy and content of Client-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by Client that Architect is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Client's sole responsibility to obtain the

advice of an attorney, insurance counselor or accountant to protect the Client's legal and financial interests. To that end, the Client agrees that Client or the Client's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Architect, and will obtain the advice of an attorney, insurance counselor or other consultant as the Client deems necessary to protect the Client's interests before Client takes action or forebears to take action based upon or relying upon the services provided by Architect.

7. SUCCESSORS AND ASSIGNS

Client and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor Architect will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All reports, studies, data, analyses, and other work product prepared by Architect under this Agreement ("Deliverables") shall be the property of Client upon full payment. Architect grants Client a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, and distribute the Deliverables solely for the Scotts Bluff County Regional Youth Detention Center Needs Assessment project and related governmental planning purposes. Architect retains ownership of its general professional knowledge, standard methodologies, and pre-existing intellectual property incorporated therein. Client may not reuse the Deliverables for other projects without Architect's written consent, which shall not be unreasonably withheld if accompanied by additional compensation reflecting the adaptation effort required.

9. TERMINATION OF AGREEMENT

Client or Architect may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party and fails to cure its default within such seven (7) day notice period. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any

provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

Architect will submit monthly invoices for services rendered and Client will make prompt (in no event longer than thirty (30) days) payments in response to Architect's invoices.

Architect will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

Client shall not withhold amounts from Architect's compensation to impose a penalty or liquidated damages on Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Client recognizes that late payment of invoices results in extra expenses for Architect. Architect retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event Architect's invoices are not paid when due, Architect also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Architect are estimates to perform the services required to complete the Project as Architect understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Architect will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, Architect agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

Architect acknowledges that its services under this Agreement do not include the investigation, detection, abatement, remediation, removal, handling, transportation, storage, or disposal of hazardous materials, and Architect shall have no responsibility to perform such services unless expressly authorized in a written amendment to this Agreement. The Client makes no representation or warranty regarding the presence or absence of hazardous materials at any site or facility that may be evaluated as part of the Project, except that the Client shall disclose to Architect information actually known to the Client and in the Client's possession regarding hazardous materials that is relevant to the services and requested by Architect. If Architect encounters or reasonably suspects the presence of hazardous materials in the course of performing services, Architect shall promptly stop only the affected portion of the services, take reasonable steps to avoid disturbance, and notify the Client in writing. The Client may then determine, in its sole discretion, whether to investigate further, retain a qualified specialist, modify the scope, change the project schedule, or direct Architect to proceed with unaffected services. Any adjustment to Architect's compensation or schedule arising from hazardous materials shall require a written amendment approved by the Client. Architect shall not be deemed an arranger, operator, generator, or transporter of hazardous materials solely by reason of performing professional services under this Agreement.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Architect and Client, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

Client and Architect have evaluated the risks and rewards associated with the Project, including Architect's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Architect (and its related corporations, subconsultants, and employees) to Client is limited to Architect's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Architect's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery; provided, however, that the limitation of liability shall not apply to Architect's obligations under the insurance requirements of this Agreement. Neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages. Architect's and its subconsultants' employees are intended third party beneficiaries of this Section 17.

18. LITIGATION SUPPORT

In the event Architect is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Architect is not a party, Client shall reimburse Architect for reasonable costs in responding and compensate Architect at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial, provided that: (a) such services are not required as a result of Architect's negligent acts, errors, omissions, breach of this Agreement or willful misconduct; (b) Architect provides the Client with prompt written notice of the request and a reasonable opportunity to object or limit the scope of the response; and (c) any costs expected to exceed \$2,500 must be approved in writing by the Client in advance. Architect shall use reasonable efforts to minimize the time and expense incurred in responding to such legal process, including by relying on existing project files and personnel with the lowest appropriate billing rates. The Client shall not be responsible for attorney fees incurred by Architect in connection with such response unless the Client specifically authorizes such fees in writing in advance.

19. OPERATIONAL TECHNOLOGY SYSTEMS

Client agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Architect are dependent upon Client's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Client shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering

and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Client recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by Architect are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Architect does not guarantee that Client's OT Systems are or will be impenetrable and Client agrees to waive any claims against Architect resulting from any such incidents that relate to or affect Client's OT Systems.

20. FORCE MAJEURE

Architect shall not be responsible for delays caused by factors beyond Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Architect's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level, or any other events or circumstances not within the reasonable control of Architect, whether similar or dissimilar to any of the foregoing. When such delays beyond Architect's reasonable control occur, the Client agrees that Architect shall not be responsible for damages, nor shall Architect be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to Architect's schedule and/or compensation if impacted by the force majeure event or condition.