

13/00764

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

**RESOLUTION APPROVING INTERLOCAL AGREEMENTS FOR**  
**ADULT AND JUVENILE PROBLEM-SOLVING COURT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (Reissue 2012), 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 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, this Board has previously entered into an Interlocal Cooperation Agreements with the State of Nebraska Probation Administration concerning the administration of the Sarpy County Adult and Juvenile Problem-Solving Court, and new agreements have been proposed to continue those services.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the approval of the Interlocal Agreements between Sarpy County and the State of Nebraska Probation Administration, copies of which are attached hereto, are approved and the Chairman is authorized to sign the same.

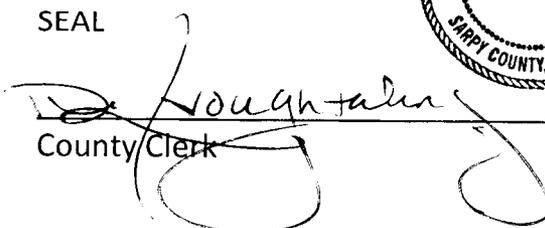
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 11<sup>th</sup> day of June, 2013.

  
Sarpy County Board Chairman

Attest:

SEAL



  
County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

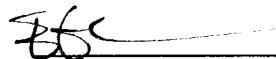
## Memo

To: Sarpy County Board of Commissioners  
From: Beth Garber  
Re: Drug Court (Problem Solving Court) Interlocal Agreement

During the April 23, 2013 Board meeting the County Board will be asked to approve the attached Resolution authorizing the Board Chairman to sign the Interlocal Cooperation Agreement with the State of Nebraska for the operation of Adult and Juvenile Drug Court. This is a continuation of an existing agreement. The term of the agreement is for a one year period ending June 30, 2014.

Sarpy County is responsible for providing office space and related expenses such as utilities, phones and supplies. The State of Nebraska is responsible for salaries, cell phones, mileage, training and travel.

June 7, 2013

  
\_\_\_\_\_  
Beth Garber

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Judge Gendler  
Judge O'Neal  
Judge Zastera  
Creston Ashburn

**INTERLOCAL AGREEMENT**  
**"Sarpy County Adult Drug Court" ("Sarpy County, Nebraska")**

THIS AGREEMENT is made and entered into by and between the County of **Sarpy County** ", Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "County", and the Office of Probation Administration, an office of the Nebraska Supreme Court, hereinafter referred to as the "Office".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007; Cum. Supp. 2008) provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the County has established a program for the purpose of continuing the Problem-Solving Court for offenders within "**Sarpy County** ", Nebraska; and

WHEREAS, the Nebraska Supreme Court, in consultation with the Community Corrections Council, allocated a portion of such funds to assist **Sarpy County**, " with the personnel costs for its Problem-Solving Court; and

WHEREAS, the parties wish to set forth an agreement wherein the Office will provide personnel for the "**Sarpy County Adult Drug Court** ".

NOW THEREFORE, the parties mutually covenant and agree as follows:

1. The term of the agreement is July 1, 2013, through June 30, 2014. This Agreement may only be modified by written mutual agreement of the parties hereto. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of its intention to terminate.
2. The Office will facilitate the administration of an Adult Problem-Solving Court for "**Sarpy County, Nebraska** " by and through three (3) Office employees to-wit: one (1) Problem-Solving Court Coordinator and two (2) Problem-Solving Court Officers hereinafter referred to as "Staff". The aforementioned Staff shall be compensated by the Office and shall perform the duties as determined by the Office.
3. County will facilitate the operation of a problem-solving court program by authorizing its County Attorney to participate in such program, by providing the presently utilized office space and facilities for the problem-solving court Staff and for drug court testing and program activities, by providing assistance in the collection and disbursement of participant fees for approved operating program expenses such as testing, program materials, and the like, and provide accounting services in respect thereto.
4. Participants in Adult Problem-Solving Court programs in which probation personnel or probation resources are utilized pursuant to an interlocal agreement shall be

required to pay to the Office the one-time administrative enrollment fee and the monthly probation programming fee. Any participant, who defaults on the payment of any such fees may, at the discretion of the district court, be removed from such program or service. This does not preclude a court or other government entity from charging additional local fees for participation in such programs and services. The district court shall establish the administrative enrollment fee and monthly probation programming fees in accordance with the rules established by the Office and policies adopted by the Drug Court.

5. Office personnel assigned to the Problem-Solving Court must comply with the policies and procedures of the Supreme Court, the Office of Probation Administration, and the "**Sarpy County Adult Drug Court**" under the direct supervision of the Chief Probation Officer or designee. The cost of training and travel shall lie with the Office. The selection of Problem-Solving Court Coordinator shall be made by the Chief Probation Officer and the Judge who presides in the problem-solving court program. Performance evaluations of the Problem-Solving Court Coordinator shall be conducted by the Chief Probation Officer after consultation with the Problem-Solving Court Judge.

6. Each party agrees to indemnify 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 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 shall 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 shall 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.

7. For so long as the "**Sarpy County Adult Drug Court**" is in operation, it will do so in compliance with the rules for said courts as promulgated from time to time by the Nebraska Supreme Court. Each party further agrees to obey and comply with any and all applicable laws, rules and regulations in governing its activities under the terms of this Agreement. Furthermore, the parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, participant, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

8. It is understood and agreed by the parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of this State 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 parties shall be construed and enforced as if the Agreement did not contain that particular part, term, condition or provision.

9. The parties acknowledge the possibility of future reductions in State appropriations and/or County revenue. Neither the Office nor the County guarantees the continued availability of funds for the "Sarpy **County Adult Drug Court**". In the event State funds to assist the Office with personnel costs for the Problem-Solving Court become unavailable in whole or in part, the Office may terminate this Agreement or reduce its obligation hereunder upon thirty (30) days written notice to the County. In the event the Office discontinues funding for the Problem-Solving Court, the County may terminate this Agreement or reduce its obligation hereunder upon (30) days written notice to the Office.

10. This Agreement may not be assigned without prior written consent of the other party.

11. This agreement shall supersede any and all previous agreements between the parties regarding the subject matter covered herein, and any previous agreements are hereby terminated by agreement of the parties.

EXECUTED this 17<sup>th</sup> day of June, 2013, by the Office of Probation Administration.

Office of Probation Administration

By: *Erin...*  
Title: Administrator

EXECUTED this 11<sup>th</sup> day of June, 2013, by "Sarpy **County**", Nebraska.

Attest:



*Gene...* Chief Deputy  
SARPY COUNTY CLERK

THE BOARD OF COUNTY COMMISSIONERS OF "Sarpy **County**", NEBRASKA

By: *Jim...*  
CHAIRMAN

**INTERLOCAL AGREEMENT**  
**"Sarpy County Juvenile Drug Treatment Court" ("Sarpy County, Nebraska")**

THIS AGREEMENT is made and entered into by and between the County of **Sarpy County** ", Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "County", and the Office of Probation Administration, an office of the Nebraska Supreme Court, hereinafter referred to as the "Office".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007; Cum. Supp. 2008) provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the County has established a program for the purpose of continuing the Problem-Solving Court for offenders within "**Sarpy County** ", Nebraska; and

WHEREAS, the Nebraska Supreme Court, in consultation with the Community Corrections Council, allocated a portion of such funds to assist "**Sarpy County** " with the personnel costs for its Problem-Solving Court; and

WHEREAS, the parties wish to set forth an agreement wherein the Office will provide personnel for the "**Sarpy County Juvenile Drug Treatment Court** ".

NOW THEREFORE, the parties mutually covenant and agree as follows:

1. The term of the agreement is July 1, 2013, through June 30, 2014. This Agreement may only be modified by written mutual agreement of the parties hereto. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of its intention to terminate.
2. The Office will facilitate the administration of an Juvenile Problem-Solving Court for "**Sarpy County, Nebraska** " by and through four (4) Office employees to-wit: one (1) Problem-Solving Court Coordinator and one (1) Problem-Solving Court Officer, one part-time administrative assistant and one part-time drug technician hereinafter referred to as "Staff". The aforementioned Staff shall be compensated by the Office and shall perform the duties as determined by the Office.
3. County will facilitate the operation of a problem-solving court program by authorizing its County Attorney to participate in such program, by providing the presently utilized office space and facilities for the problem-solving court Staff and for drug court testing and program activities, by providing assistance in the collection and disbursement of participant fees for approved operating program expenses such as testing, program materials, and the like, and provide accounting services in respect thereto.

4. Participants in Juvenile Problem-Solving Court programs in which probation personnel or probation resources are utilized pursuant to an interlocal agreement shall be required to pay to the Office the one-time administrative enrollment fee and the monthly probation programming fee. Any participant, who defaults on the payment of any such fees may, at the discretion of the district court, be removed from such program or service. This does not preclude a court or other government entity from charging additional local fees for participation in such programs and services. The district court shall establish the administrative enrollment fee and monthly probation programming fees in accordance with the rules established by the Office and policies adopted by the Drug Court.

5. Office personnel assigned to the Problem-Solving Court must comply with the policies and procedures of the Supreme Court, the Office of Probation Administration, and the "**Sarpy County Juvenile Drug Treatment Court**" under the direct supervision of the Chief Probation Officer or designee. The cost of training and travel shall lie with the Office. The selection of Problem-Solving Court Coordinator shall be made by the Chief Probation Officer and the Judge who presides in the problem-solving court program. Performance evaluations of the Problem-Solving Court Coordinator shall be conducted by the Chief Probation Officer after consultation with the Problem-Solving Court Judge.

6. Each party agrees to indemnify 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 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 shall 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 shall 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.

7. For so long as the "**Sarpy County Juvenile Drug Treatment Court**" is in operation, it will do so in compliance with the rules for said courts as promulgated from time to time by the Nebraska Supreme Court. Each party further agrees to obey and comply with any and all applicable laws, rules and regulations in governing its activities under the terms of this Agreement. Furthermore, the parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, participant, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

8. It is understood and agreed by the parties hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of this State 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 parties shall be construed and enforced as if the Agreement did not contain that particular part, term, condition or provision.

9. The parties acknowledge the possibility of future reductions in State appropriations and/or County revenue. Neither the Office nor the County guarantees the continued availability of funds for the "Sarpy County Juvenile Drug Treatment Court". In the event State funds to assist the Office with personnel costs for the Problem-Solving Court become unavailable in whole or in part, the Office may terminate this Agreement or reduce its obligation hereunder upon thirty (30) days written notice to the County. In the event the Office discontinues funding for the Problem-Solving Court, the County may terminate this Agreement or reduce its obligation hereunder upon (30) days written notice to the Office.

10. This Agreement may not be assigned without prior written consent of the other party.

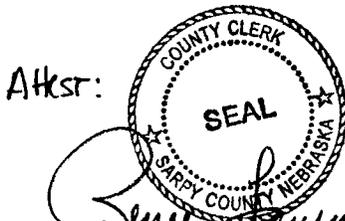
11. This agreement shall supersede any and all previous agreements between the parties regarding the subject matter covered herein, and any previous agreements are hereby terminated by agreement of the parties.

EXECUTED this 17<sup>th</sup> day of June, 2013, by the Office of Probation Administration.

Office of Probation Administration

By: [Signature]  
Title: Administrator

EXECUTED this 11<sup>th</sup> day of June, 2013, by "Sarpy County", Nebraska.



[Signature]  
Sarpy County Clerk Chief Deputy

THE BOARD OF COUNTY COMMISSIONERS OF "Sarpy County", NEBRASKA

[Signature]  
CHAIRMAN