

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

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

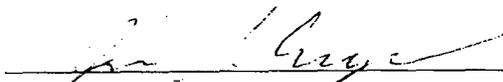
WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

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.

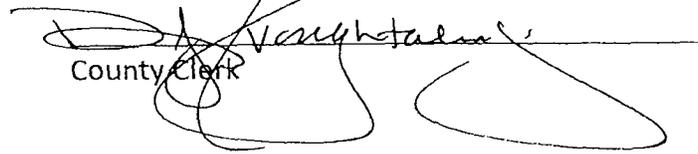
NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the approval of the Interlocal Agreements between Sarpy County and the State of Nebraska Probation Administration, copies of which are attached hereto, are approved and the Chairman is authorized to sign the same.

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 5th day of August, 2014.



Sarpy County Board Chairman

Attest:
SEAL



County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
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

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Drug Court (Problem Solving Court) Interlocal Agreement

During the August 5, 2014 Board meeting the County Board will be asked to approve the attached Resolution authorizing the Board Chairman to sign the Interlocal Cooperation Agreements with the State of Nebraska for the operation of Adult and Juvenile Drug Courts. This is a continuation of existing agreements. The term of the agreement is through June 30, 2018.

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.

August 1, 2014

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**

THIS AGREEMENT is made and entered into by and between the County of Sarpy, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as the “County”), and the Administrative Office of Probation, an office of the Nebraska Supreme Court (hereinafter referred to as the “Office”).

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 parties wish to set forth an agreement wherein the Office will provide personnel for the Sarpy County Adult Drug Court (hereinafter “Problem-Solving Court”).

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

1. The term of the agreement is July 1, 2014, through June 30, 2018. 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 a Problem-Solving Court for County by and through three and one-half (3.5) Office employees to-wit: one (1) half-time Problem-Solving Court Coordinator, two (2) Problem-Solving Court Probation Officers, one (1) half-time Clerical, and one (1) half-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 the Problem-Solving Court program by authorizing its County Attorney to participate in such program, by providing the presently utilized office space and facilities for Staff, 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 Problem-Solving Court programs in which probation personnel or probation resources are utilized pursuant to this Interlocal Agreement (hereinafter “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 Problem-Solving 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 Problem-Solving 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

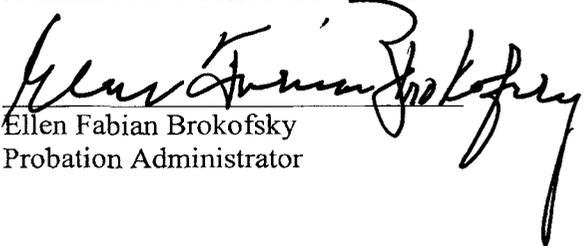
Coordinator shall be made by the Chief Probation Officer and the Judge who presides in the Problem-Solving Court program. Performance evaluations of the Problem-Solving Court Coordinator shall be conducted by the Chief Probation Officer after consultation with the Problem-Solving Court Judge.

6. For so long as the Problem-Solving 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.
7. 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.
8. 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 Problem-Solving Court. In the event State funds to assist the Office with personnel costs for the Staff 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 County 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.
9. This Agreement may not be assigned without prior written consent of the other party.
10. 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 18th day of August, 2014, by the Administrative Office of Probation.

Administrative Office of Probation

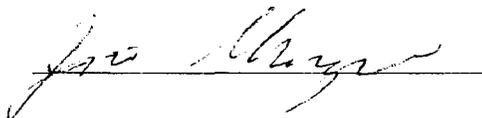
By:


Ellen Fabian Brokofsky
Probation Administrator

EXECUTED this 5th day of August, 2014, by Sarpy County, Nebraska.

CHAIRMAN OF
THE BOARD OF COUNTY
COMMISSIONERS OF SARPY COUNTY,
NEBRASKA

By:

A handwritten signature in black ink, appearing to read "Joe Meyer", is written over a horizontal line.

**INTERLOCAL AGREEMENT
SARPY COUNTY JUVENILE DRUG COURT – SARPY COUNTY**

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 Administrative Office of Probation, an office of the Nebraska Supreme Court (hereinafter referred to as the “Office”).

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 parties wish to set forth an agreement wherein the Office will provide personnel for the Sarpy County Juvenile Drug Court (hereinafter “Problem-Solving Court”).

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

1. The term of the agreement is July 1, 2014, through June 30, 2018. 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 a Problem-Solving Court for County by and through two (2) Office employees to-wit: one (1) half-time Problem-Solving Court Coordinator and one (1) Problem-Solving Court Probation Officer (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 the Problem-Solving Court program by authorizing its County Attorney to participate in such program, by providing the presently utilized office space and facilities for Staff, 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. 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 Problem-Solving 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.
5. For so long as the Problem-Solving 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,

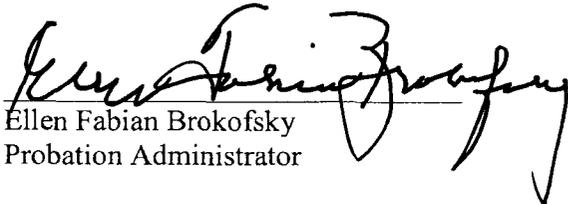
sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

6. 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.
7. 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 Problem-Solving Court. In the event State funds to assist the Office with personnel costs for the Staff 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 County 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.
8. This Agreement may not be assigned without prior written consent of the other party.
9. 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 18th day of August, 2014, by the Administrative Office of Probation.

Administrative Office of Probation

By:


Ellen Fabian Brokofsky
Probation Administrator

EXECUTED this 5th day of August, 2014, by Sarpy County, Nebraska.

CHAIRMAN OF
THE BOARD OF COUNTY
COMMISSIONERS OF SARPY COUNTY,
NEBRASKA

By:

