

**AGREEMENT
LANCASTER COUNTY JUVENILE DRUG COURT**

This agreement is made and entered into by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the “County,” and the Administrative Office of Probation, hereinafter referred to as the “Probation.”

WHEREAS, state law authorizes drug court programs as an alternative to traditional juvenile justice proceedings;

WHEREAS, the County and Probation have established a Juvenile Drug Court for juvenile offenders within Lancaster County, Nebraska;

WHEREAS, County desires to directly utilize Probation personnel to perform services as part of the operation of the Lancaster County Juvenile Drug Court; and

WHEREAS, Probation is willing to provide probation personnel and perform such services for the County in consideration of certain amounts to be paid and established pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. The term of this agreement is from July 1, 2017 through June 30, 2019. This Agreement may only be modified by written mutual agreement of the parties hereto or as otherwise provided herein.
2. Probation shall provide the following duties and services:
 - A. To provide two (2) Probation employees to wit: one (1) Problem-Solving Court Coordinator and one (1) Problem-Solving Court Probation Officer hereinafter referred to as “Staff”. The aforementioned Staff shall monitor juveniles in the Juvenile Drug Court. Staff shall perform duties outlined within the policies and procedures of Probation. Such Staff shall be employees of Probation and shall not be considered employees of the County.
 - B. Directly pay all wages, salary, and benefits for the aforementioned Staff. Probation shall assume full responsibility for maintaining workers’ compensation and unemployment insurance coverage with respect to Probation, the aforementioned Staff or any such employees of Probation as may be engaged in the performance of this Agreement. Probation shall also assume full responsibility for the payment of all federal, state, and local taxes, or contributions imposed or required under unemployment insurance, social security and income tax law with respect to Probation, the

aforementioned Staff or any such employees of Probation as may be engaged in the performance of this Agreement.

3. The County shall provide the following duties and services:
 - A. Facilitate the administration of a Juvenile Drug Court for the Separate Juvenile Court of Lancaster County through Probation employees referred to above.
 - B. Provide office space and necessary facilities for the Staff performing their official duties and bear the costs incident to maintenance of such offices.
 - C. For so long as it operates a Juvenile Drug Court, the County shall do so in compliance with the rules for said courts as they may be promulgated from time to time by the Nebraska Supreme Court.
4. The Staff performing duties under this Agreement are subject to the policies and procedures of the Supreme Court and Probation. The cost of training and travel shall lie with Probation.
5. It is expressly agreed by the parties that this Agreement does not create an employer-employee relationship, and Probation, or any other employee or other person acting on behalf of Probation in performance of this Agreement, shall be deemed an independent contractor during the entire term of this agreement. Probation shall not receive any additional compensation in the form of wages or benefits from the County which are not specifically set forth in this Agreement.
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 any 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. Each party hereby 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, neither party shall discriminate in the performance of this Agreement 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 with respect to

the provisions for services or against an employee or applicant pursuant to this Agreement.

8. Due to the possible future reductions in funds, neither party can guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, then either party may terminate this Agreement or reduce the consideration upon notice in writing to the other party. The effective date of such agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, either party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other party.
9. 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 effected, 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.
10. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of its intention to terminate.
11. This agreement may not be assigned without the prior written consent of the other party.
12. 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 _____ day of _____, 2017 by the Administrative Office of Probation.

ADMINISTRATIVE OFFICE OF
PROBATION

Ellen Fabian Brokofsky
Probation Administrator

EXECUTED this _____ day of _____, 2017 by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA
