

AGREEMENT
Providing Probation Officers to Conduct
Presentence Investigations/Reports

THIS AGREEMENT is made and entered into by and between the County of Lancaster, Nebraska (“County”), and the State of Nebraska Administrative Office of Probation (“Probation”) (collectively the “parties”) for two probation officers to conduct Presentence Investigations/Reports.

WHEREAS, the County desires to decrease the time needed to complete Presentence Investigations/Reports for inmates housed by the Lancaster County Corrections; and

WHEREAS, Probation is willing to provide additional Presentence Investigation/Report services to the County in order to decrease the time needed to complete Presentence Investigations/Reports.

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

1) The term of the agreement is July 1, 2017, through June 30, 2018. This Agreement may only be modified by mutual written agreement of the parties hereto. Any unencumbered balance remaining upon termination of this Agreement shall be returned by Probation to the County within 30 days of the end of the Agreement term.

2) The County shall pay Probation an amount not to exceed \$61,885 (sixty-one thousand eight hundred eighty-five dollars) for the contract period. Any unencumbered balance remaining at the end of the term of this Agreement shall be returned by Probation to the County. Should the need of services of Probation exceed the \$61,885, any and all costs above this amount are subject to the prior approval of the Lancaster County Board of Commissioners. The compensation provided pursuant to this Agreement shall be paid in the amounts and schedules set forth in Paragraph 4 below.

3) Probation will provide two (2) probation officers, hereafter referred to as Staff, to conduct Presentence Investigations/Reports on an exclusive, full-time basis at Lancaster County Corrections. Said Staff shall be employees of Probation and shall exclusively perform their positions in accordance with Probation Policy and Procedures. Said Staff shall be selected by the District’s Chief Probation Officer with the approval of the Nebraska Probation Administrator. The aforementioned Staff shall perform duties respectively as outlined within their job descriptions in a professional and competent manner. Probation agrees to assist the County in resolving any performance concerns associated with said Staff positions should they arise, provided Probation is notified of such concerns in writing and in a timely manner.

4) For the above services, the County shall pay Probation a sum total not to exceed \$61,885.00 (sixty-one thousand eight hundred eighty-five dollars) in one installment by June 14, 2018. Reimbursement for these services shall be paid by the County based upon presentment of a statement for reimbursement and documentation by Probation that said services have been dedicated or provided pursuant to this agreement. Probation will submit a payment statement to

the County's Budget and Fiscal Officer for review prior to any payments for services. Said payment shall reimburse Probation for the amounts Probation expends for one of the two officer's base salary and any required withholding or benefits said officer is entitled to as an employee of the State of Nebraska, including retirement, health insurance and life insurance. Probation agrees to provide the County's Budget and Fiscal Officer with an itemization of the compensation and expenses associated with the officer including the base salary, benefit and other prescribed withholdings.

5) It is expressly agreed by the parties that this Agreement does not create an employer/employee relationship between the County and said Staff. Said Staff shall not receive any compensation directly from the County, only such compensation, including benefits, as they may be entitled to pursuant to their terms of employment with Probation. Probation shall be responsible for Staff and for payment of all federal, state, local, and any other payroll taxes with respect to Staff compensation.

6) It is expressly agreed by the parties that Probation will provide new probation officer orientation training to Probation Officer Staff at Probation's expense, if said Staff are new employees within Probation. Further, the County agrees to provide, at no cost to Probation, office space and necessary office equipment and supplies for respective Staff.

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. Further, each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, juvenile, 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) Due to the possible future reductions in funds, the County cannot 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, the County may terminate the contract or reduce the consideration upon notice in writing to Probation. 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, the County may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to Probation.

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 laws of this State or of the United States, the validity of the remaining parts, terms, conditions or provision 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.

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 this agreement of the parties.

EXECUTED this ____ day of _____, 2017, by Probation.

ELLEN FABIAN BROKOFSKY
Probation Administrator
Administrative Office of Probation

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

TODD WILTGEN, Chair
Board of County Commissioners of
Lancaster County, Nebraska

Approved as to form
this ____ day of _____, 2017.

Deputy County Attorney
for JOE KELLY
Lancaster County Attorney