

**INTERLOCAL AGREEMENT
LANCASTER COUNTY VETERANS' TREATMENT 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 "County"), and the Nebraska Administrative Office of Probation ("Probation") (collectively the "parties") to establish the Lancaster County Veterans' Treatment Court.

WHEREAS, County and Probation have established a Veterans' Treatment Court in Lancaster County, Nebraska; pursuant to approval granted by the Nebraska Supreme Court on September 21, 2016;

WHEREAS, pursuant to Neb. Rev. Stat. § 29-2255, this Agreement must provide that County shall cover all costs associated with the participation of probation personnel or use of probation resources other than costs covered by funds provided pursuant to Neb. Rev. Stat. § 29-2262.07 or substance abuse treatment costs covered by funds appropriated for such purpose;

WHEREAS, the only costs not covered by funds provided pursuant to Neb. Rev. Stat. § 29-2262.07 or funds appropriated for substance abuse treatment are those costs for office space and necessary office equipment and supplies assumed by County pursuant to Section 7 of this Agreement; and

WHEREAS, Probation is willing to provide a full time Problem-Solving Court Probation Coordinator and a fulltime Problem-Solving Court Treatment Probation Officer to the County so that County and Probation can implement a Veterans' Treatment Court;

NOW, THEREFORE, the parties mutually agree as follows:

1. The Initial Term of the Agreement is July 1, 2018, through June 30, 2022. This Agreement may be modified only by mutual written agreement of the parties hereto.
2. County and Probation hereby establish the Lancaster County Veterans' Treatment Court for adult offenders who are veterans of the armed services within Lancaster County, Nebraska.
3. Probation will provide one .5-1.0 full-time Problem-Solving Court Coordinator (hereinafter "Coordinator") and one .5-1.0 full-time Problem-Solving Court Officer (hereinafter "Officer") as needed to complete the work. Coordinator and Officer shall be employees of Probation and shall exclusively perform his/her positions in accordance with Probation Policy and Procedures. Coordinator and Officer shall be selected by the assigned Problem-Solving Court Judge, District's Chief Probation Officer, and other stakeholders selected by the Problem-Solving Court Judge and District Chief Probation Officer with approval of the Nebraska Probation Administrator. The Coordinator and Officer shall perform duties respectively as outlined within his/her job description in a professional and competent manner. Probation agrees to assist the County in resolving any performance concerns associated with said Coordinator and Officer positions should they arise, provided Probation is notified of such concerns in writing and in a timely manner.

4. Coordinator and Officer will be supervised by the Chief Probation Officer of the District (hereinafter "Chief"), employed by Probation. For purposes of this Agreement, the Coordinator, Officer, and Chief collectively shall be referred to as "Staff."
5. Participants in the Lancaster County Veterans' Treatment Court who access programs or services in which Probation personnel or Probation resources are utilized shall be charged the one-time administrative enrollment fee and the monthly Probation programming fee required pursuant to Neb. Rev. Stat. §29-2262.06(2). Any participant who defaults on the payment of any such fees may be removed from such program or service, at the discretion of the Lancaster County Veterans' Treatment Court. This does not preclude additional local fees for participation in such programs and services. The Lancaster County Veterans' Treatment Court shall establish the administrative enrollment fee and monthly Programming fees in accordance with the rules established by Probation and policies adopted by the Lancaster County Veterans' Treatment Court.
6. It is expressly agreed by the parties that this Agreement does not create an employer/employee relationship between the County and Staff. Staff shall not receive any compensation directly from the County, and shall receive only such compensation, including benefits, as they may be entitled to pursuant to their terms of employment with Probation. Staff shall at all times be employees of Probation, and Probation shall be responsible for payment of all federal, state, local, and any other payroll taxes with respect to Staff compensation.
7. It is expressly agreed by the parties that Probation will provide training to the Coordinator and Officer at Probation's expense. Further, County agrees to provide, at no cost to Probation, office space and necessary office equipment and supplies for the Staff.
8. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.
9. 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.
10. 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, either party may terminate the contract 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.

11. 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.
12. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of its intention to terminate.
13. This Agreement may not be assigned without the prior written consent of the other party. Any assignment without the prior written consent of the other party shall be absolutely void.
14. 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. This Agreement may be amended only by a written instrument executed by the parties subsequent to the effective date of this Agreement. The effective date of this Agreement shall be the date of execution by both parties.
15. The recitals to this Agreement are true and correct, and are incorporated herein and made a part of this Agreement by this reference.

EXECUTED this 28th day of June, 2018, by Probation.

Jeanne K. Brancina for
Ellen Brokofsky
 ELLEN FABIAN BROKOFSKY
 Probation Administrator
 Administrative Office of Probation

EXECUTED this ____ day of _____, 2018, by County.

THE BOARD OF COUNTY
 COMMISSIONERS OF LANCASTER
 COUNTY, NEBRASKA

By: _____
 Printed Name: _____
 Title: _____