

AGREEMENT
LANCASTER COUNTY ADULT 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 "County"), and the Administrative Office of the Courts & Probation (hereinafter "Court").

WHEREAS, County has established a program for the purpose of continuing the Drug Court for adult offenders within Lancaster County, Nebraska; and

WHEREAS, the parties wish to set forth an agreement wherein Court will reimburse County for a portion of personnel costs for the Lancaster County Adult Drug Court.

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

1. The term of this Agreement is July 1, 2019 through June 30, 2021. 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. County will facilitate the administration of the Lancaster County Adult Drug Court for the District Court of Lancaster County by and through County employees hereinafter referred to as "Staff". Staff shall perform the duties respectively outlined by the County. County further agrees that for so long as it operates the Lancaster County Adult Drug Court, it will do so in compliance with the rules for said courts as they may be promulgated from time to time by the Nebraska Supreme Court.
3. Court shall pay to County a sum total not to exceed \$493,678 (four hundred ninety-three thousand six hundred seventy-eight dollars). Payment shall cover Staff base salary and any required withholding or benefits Staff is entitled to as employees of County, including retirement, health insurance and life insurance. County shall submit to Court statements for payment quarterly. Court shall make payment to the County within thirty (30) days of receipt of County's request for payment.
4. Participants in the Lancaster County Adult Drug 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 District Court. This does not preclude additional local fees for participation in such programs and services. The Lancaster County District Court shall establish the administrative enrollment fee and monthly probation programming fees in accordance with the rules established by the Administrative Office of Probation and policies adopted by the Lancaster County Adult Drug Court.

5. It is expressly agreed by the parties that this Agreement does not create an employer/employee relationship between Court and Staff. Staff shall at all times and for all purposes remain employees of County. Staff shall not receive any compensation directly from Court; but only such compensation, including benefits, as he/she may be entitled to pursuant to his/her terms of employment with County. County shall be responsible for maintaining worker's compensation and unemployment insurance coverage for Staff and for payment of all federal, state, local and any other payroll taxes with respect to Staff compensation.
6. 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. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program) sufficient in coverage and amount to pay and judgments or related expense 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, 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 Court nor County guarantees the continued availability of funds for the Lancaster County Adult Drug Court. In the event State funds to assist County with personnel costs for the Lancaster County Adult Drug Court become unavailable in whole or in part, Court may terminate this Agreement or reduce its obligation hereunder upon thirty (30) days written notice to County. In the event County discontinues funding for the Lancaster County Adult Drug Court, County may terminate this Agreement or reduce its obligation hereunder upon thirty (30) days written notice to Court.

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 _____ day of _____, 2019 by the Administrative Office of the Courts.

Corey R. Steel
State Court Administrator

EXECUTED this _____ day of _____, 2019 by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

By: _____
Printed Name: _____
Title: _____