

INTERLOCAL AGREEMENT

DISTRICT SIX ADULT DRUG COURT - DODGE COUNTY

THIS AGREEMENT including any addenda and attachments (collectively "Agreement") is made and entered into by and between the County of Dodge, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as the "County"), and the Administrative Office of the Courts and Probation, an office of the Nebraska Supreme Court (hereinafter referred to as "Probation").

WHEREAS, the parties under the authority of the Nebraska Supreme Court have established an Adult Drug Court for justice-involved individuals within Dodge County, Nebraska; and

WHEREAS, the parties wish to set forth an agreement wherein Probation will continue to provide personnel for the District Six 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, 2022, through June 30, 2025. 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. Probation will facilitate the administration of a Problem-Solving Court for County by and through 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"). Probation may adjust the number of staff as deemed necessary and appropriate by Probation to meet the needs of the population being served. The aforementioned Staff shall be compensated by Probation and shall perform the duties as determined by Probation.

3. County will facilitate the operation of the Problem-Solving Court program by providing office space and facilities for Staff, drug court testing, and program activities. County will also continue 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. Staff assigned to the Problem-Solving Court must comply with the policies and procedures of the Supreme Court, Probation, and the Problem-Solving Court under the direct supervision of the Chief Probation Officer or designee. The costs of Staff training and travel shall lie with Probation. 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. Participants in Problem-Solving Court programs in which probation personnel or probation resources are utilized pursuant to this Agreement shall be required to pay to Probation, 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

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probation programming fees in accordance with the rules established by Probation and policies adopted by the Problem-Solving Court.

6. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
7. The Parties acknowledge the possibility of future reductions in State appropriations and/or County revenue. Neither Probation nor County guarantees the continued availability of funds for the Problem-Solving Court. In the event State funds to assist Probation with personnel costs for the Staff become unavailable in whole or in part, Probation may terminate this Agreement or reduce its obligation hereunder upon thirty (30) days written notice to County. In the event County discontinues funding in whole or in part for the Problem-Solving Court, County may terminate this Agreement or reduce its obligation hereunder upon (30) days written notice to Probation. Each Party shall be the final authority as to the availability of its own funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration by one Party, the other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Party eliminating funds.
8. 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.
9. Each party hereby 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 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.

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10. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
11. Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the interpretation, construction, and enforcement of terms, conditions, and performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Dodge County, and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha, Lincoln, or North Platte, Nebraska.
12. Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
13. The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
14. This Agreement is executed for the benefit of the named Parties only. This Agreement is not intended to, nor shall it provide third Parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
15. 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.

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- 16. This Agreement may not be assigned without prior written consent of the other party.
- 17. This Agreement is effective as of July 1, 2022, it 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.
- 18. Addenda: None
- 19. Attachments: None

IN WITNESS THEREOF, the parties have duly executed this Agreement hereto by authorized signatories on the day and year set forth above.

EXECUTED this _____ day of _____, 2022, by the Administrative Office of the Courts and Probation.

Deb Minardi
State Probation Administrator

EXECUTED this _____ day of _____, 2022, by Dodge County, Nebraska.

Bob Missel, Chairman
Dodge County Board of Supervisors

