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**AGENDA ITEM  
REQUEST/JUSTIFICATION FORM**  
(To be completed by requesting Department)  
Forward all requests to Sharon Bourke, LC2 Civic Center  
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY  
BEFORE THE TUESDAY MEETING**

Agenda item: [Consent Agenda]: Douglas County Veterans' Treatment Court Operating (i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.) Agreement [2016-2018]  
Date to be on agenda: Tuesday, October 18, 2016

Exact wording to be used for the agenda: Agreement between Douglas County, on behalf of Veterans' Treatment Court, and the Nebraska Administrative Office of Probation

Action requested: Approval of agreement, and authorization for Board Chair, on behalf of Douglas County, to execute any documents necessary to effectuate the approval.

Amount requested: \$0.00 Object Code: Not Applicable

Is item in current year's budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
[Not applicable]

Does this item commit funds in future years? Yes \_\_\_\_\_ No x

If yes, explain: \_\_\_\_\_

If an agreement or contract, has the County Attorney reviewed and approved? Agreement was submitted to County Attorney (Civil Div.) for review on September 29, 2016. Yes \_\_\_ No \_\_\_

Previous action taken on this item, if any: There has been no previous action on this specific agreement. However, the Board of Commissioners has approved several similar agreements between these same or related contracting parties involving the Young Adult Court.

Recommendations and rationale or action: Recommend approval of agreement. Please refer to the reverse side of this document for the narrative justification for the requested action.

Will anyone speak on behalf of this item, if so who? Douglas H. Johnson, District Court Administrator

If this is a rush agenda item, please explain why: This is not a "rush" item. Michael D. Havlik, District Court Administrator's staff.

Submitted by (Name & Dept.): \_\_\_\_\_ Ext. x7296

Date submitted: 10/5/16

List Attachments: resolution Agreement  
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:  
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office	Received in Administrative Office:	Date	<u>10/5/16</u>	Time
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## **BOARD OF COUNTY COMMISSIONERS**

### **DOUGLAS COUNTY, NEBRASKA**

[Douglas County Veterans Treatment Court Operating Agreement (2016-2018)]

Resolved:

**WHEREAS** the purpose of the Douglas County Veterans Treatment Court is to provide a comprehensive range of rehabilitative services, including chemical-dependency and mental-health evaluation and treatment, for current and former military personnel who have become involved with the criminal-justice system in Douglas County; and

**WHEREAS** the State of Nebraska has, pursuant to Nebraska Revised Statutes §§ 24-301 *et seq.* (Reissue 2008), as amended by Legislative Bill 919, 2016 Nebraska Laws, authorized the appropriation of state assets for the benefit of specialized, problem-solving courts, including veterans courts; and

**WHEREAS** the Nebraska Administrative Office of Probation has allocated a portion of those assets, specifically, a full-time Problem-Solving Court Probation Officer, to assist Douglas County with the operation of a newly established Veterans' Treatment Court; and

**WHEREAS** the objectives of Douglas County are to re-direct away from the criminal-justice system the non-violent offenders who participate in the Douglas County Veterans Treatment Court and to reduce the expenditures associated with the prosecution and incarceration of such offenders; and

**WHEREAS** the proposed operating agreement [Attachment 1] between Douglas County, on behalf of the Douglas County Veterans Treatment Court, and the Nebraska Administrative Office of Probation [Nebraska Supreme Court] defines the respective obligations and responsibilities of the parties to such agreement; and

**WHEREAS** the duration of the proposed operating agreement [Attachment 1] is from October 1, 2016, through September 30, 2018; and

**WHEREAS** the cost to Douglas County for this operating agreement is specified in the terms of the attached agreement; and

**WHEREAS** the approval and execution of the attached operating agreement are in the best interests of Douglas County,

**NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA**, that the attached operating agreement is hereby approved and adopted, and the Chair of this Board is authorized and directed to execute the attached agreement and any other documents necessary to effectuate this resolution.

Dated this \_\_\_\_\_ day of October, 2016.

**AGREEMENT  
PROVIDING PERSONNEL AND SERVICES FOR  
DOUGLAS COUNTY VETERAN'S TREATMENT COURT**

THIS AGREEMENT is made and entered into by and between the County of Douglas, Nebraska, a political subdivision of the State of Nebraska (hereinafter "County"), and the Nebraska Administrative Office of Probation ("Probation") (collectively the "parties") for the Douglas County Veteran's Treatment Court.

WHEREAS, County and Nebraska Supreme Court have established a Veteran's Treatment Court for adult offenders who are veterans of the armed services within Douglas County, Nebraska; and

WHEREAS, Probation is willing to provide a full time Problem-Solving Court Probation Officer to the County so that County can implement a Veteran's Treatment Court.

NOW, THEREFORE, the parties mutually agree as follows:

1. The term of the Agreement is October 1, 2016, through September 30, 2018. This Agreement may only be modified by mutual written agreement of the parties hereto.
2. Probation will provide one (1) full-time Problem-Solving Court Probation Officer (hereinafter "Officer"). Officer shall be an employee of Probation and shall exclusively perform his/her position in accordance with Probation Policy and Procedures. Officer shall be selected by the District's Chief Probation Officer with the approval of the Nebraska Probation Administrator. The Officer shall perform duties respectively as outlined within their job description in a professional and competent manner. Probation agrees to assist the County in resolving any performance concerns associated with said Officer position should they arise, provided Probation is notified of such concerns in writing and in a timely manner.
3. Officer will be supervised by a Problem-Solving Court Coordinator (hereinafter "Coordinator"), employed by Probation. The Coordinator will also provide guidance and oversight of the operation of the Douglas County Veteran's Treatment Court, as needed.
4. Participants in the Douglas County Veteran's 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 Douglas County Veteran's Treatment Court. This does not preclude additional local fees for participation in such programs and services. The Douglas County Veteran's 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 Douglas County Veteran's Treatment Court.
5. It is expressly agreed by the parties that this Agreement does not create an employer/employee relationship between the County and said Officer. Officer shall not receive any compensation directly from the County, only such compensation, including benefits, as he/she may be

entitled to pursuant to his/her terms of employment with Probation. Probation shall be responsible for Officer and for payment of all federal, state, local, and any other payroll taxes with respect to Officer compensation.

6. It is expressly agreed by the parties that Probation will provide training to the Problem-Solving Court Probation Officer at Probation's expense. Further, the County agrees to provide, at no cost to Probation, office space and necessary office equipment and supplies for respective Staff.
7. County agrees to indemnify and hold harmless, to the fullest extent allowed by law, Court 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 bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, County 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.
8. 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.
9. Due to the possible future reductions in funds, Probation 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, Probation may terminate the contract or reduce the consideration upon notice in writing to the County. 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, Probation may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the County.
10. 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.
11. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of its intention to terminate.
12. This Agreement may not be assigned without the prior written consent of the other party.

13. 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 \_\_\_\_\_, 2016, by Probation.

\_\_\_\_\_  
ELLEN FABIAN BROKOFKY  
Probation Administrator  
Administrative Office of Probation

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2016, by Douglas County,  
Nebraska.

THE BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS  
COUNTY, NEBRASKA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_