

Southeast Nebraska Adult Drug Court
Interlocal Agreement 2022-2023
Saline, Jefferson, Thayer, Fillmore
and Gage Counties

This Interlocal Agreement is made and entered into among the Counties of Saline, Jefferson, Thayer, Fillmore and Gage in Nebraska, political subdivisions of the State of Nebraska, hereinafter referred to as the "Counties".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., provides that unit of local government of the State of Nebraska may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; **and**

WHEREAS, Neb. Rev. Stat. § 13-807, et. seq., (Reissue 1997) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; **and**

WHEREAS, the Counties are public entities as defined by Neb. Rev. Stat. § 13-803; **and**

WHEREAS, the Counties' intention in contracting for such services is to reduce recidivism, redirect participants out of the court system and costs associated by establishing a problem solving court for the Counties, herein referred to as the Southeast Nebraska Adult Drug Court; **and**

WHEREAS, the Counties are willing to perform this service in consideration of certain amounts to be paid and established pursuant to the terms of this Agreement, **and**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

The term of this Agreement is July 1, 2022, through June 30, 2023.

1. The expenses incident to the conduct and maintenance of the Problem- Solving Court shall in the first instance be paid by Saline County, which shall act as the fiscal agent.
2. Each county shall provide office space and necessary facilities for Problem-Solving Court staff performing their official duties and shall bear the costs incident to maintenance of such offices.

3. The Problem-Solving Court shall operate as a "probation based" problem solving court and shall adhere to the Nebraska Supreme Court rules governing establishment and operation of problem solving courts.
4. Each county shall contribute to the operation of the Problem-Solving Court as shown on Exhibit A.
5. Saline County will provide courtroom security services. The prosecuting attorney for the drug court hearings will be paid by a contracted fee as indicated in attachment A. Each county will be responsible for housing its own prisoners.
6. The Counties may provide in-kind services as agreed between the parties and be reimbursed for the costs of said services they provided based upon Exhibit A.
7. In the event grant funds or similar funds are obtained for the Problem- Solving Court, the same shall be applied to defray expense of the Problem-Solving Court as authorized by such funding and to the extent possible shall be applied to the expenses of the counties on a pro rata basis.
8. Collaboration, cooperation and communication are expected between all participating parties.
9. All parties acknowledge the possibility of future reductions in County appropriations. The Counties do not 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 parties may terminate this agreement or reduce the consideration upon notice in writing to the others. The effective date of such 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 parties may cancel this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the others.
10. 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 _____, 2022 by FILLMORE County.

Chair
FILLMORE County Board of Commissioners

EXECUTED this _____ day of _____, 2022 by GAGE County.

Chair
GAGE County Board of Commissioners

EXECUTED this _____ day of _____, 2022 by JEFFERSON County.

Chair
JEFFERSON County Board of Commissioners

EXECUTED on this _____ day of _____, 2022 by SALINE County.

Chair
SALINE County Board of Commissioners

EXECUTED this _____ day of _____, 2022 by THAYER County.

Chair
THAYER County Board of Commissioners

| Budget for Southeast Nebraska Adult Drug Court 2022-2023 | | | | |
|--|---|--|--|-------------|
| | | | | Expenses |
| Supplies | | | | |
| | Paper/Ink Cartridges/Printer | | | \$1,500.00 |
| | Office Supplies (Files/Pens/Incentives/etc) | | | \$1,500.00 |
| | Computer, Office Equipment | | | \$3,000.00 |
| Training | | | | |
| | Mileage | | | \$2,000.00 |
| | Training | | | \$1,470.00 |
| | Training Meal Allowance | | | \$530.00 |
| Contracted Services | | | | |
| | Drug Testing | | | \$2,000.00 |
| | Public Defender | | | \$14,400.00 |
| | Mileage | | | \$1,500.00 |
| Telephone | | | | |
| | Telephone Services | | | \$550.00 |
| | | | | |
| | Total | | | \$28,450.00 |
| | Carryover | | | \$7,000.00 |
| | | | | |
| | Total | | | \$21,450.00 |

| County | Participants in 2021 | % of Population | Assessment | Cost |
|------------------|----------------------|-----------------|----------------|--------------------|
| Fillmore County | 2 | 5% | \$1,000 | \$822.50 |
| Gage County | 22 | 55% | \$1,000 | \$9,047.50 |
| Jefferson County | 6 | 15% | \$1,000 | \$2,467.50 |
| Saline County | 9 | 23% | \$1,000 | \$3,783.50 |
| Thayer County | 1 | 2% | \$1,000 | \$329.00 |
| Totals | 40 | 100.00% | \$5,000 | \$16,450.00 |

| County Total Owed |
|-------------------|
| \$1,822.50 |
| \$10,047.50 |
| \$3,467.50 |
| \$4,783.50 |
| \$1,329.00 |
| \$21,450.00 |

RESOLUTION NO. _____

WHEREAS, the County of Gage is the owner and holder of several certificates of tax sale of several parcels of real estate, Certificates # 11296, #11279, #11281, #11289, #11295, and #11291 issued to the County of Gage for all delinquent regular taxes thereon, and which having been regularly advertised and offered for sale at tax sale, and remaining unsold for want of bidders, or having been sold to the County of Gage and certificates of tax sale issued thereon under provisions of Nebraska Revised Statutes, Section 77-1809 (1943); and

WHEREAS, as of October 1, 2021, more than Three (3) years and less than Three (3) years Nine (9) months have elapsed since the issuance of such respective certificates of tax sale and by reason thereof the right of redemption of the owners or claimants of such respective tracts has expired.

NOW THEREFORE BE IT RESOLVED BY THE GAGE COUNTY BOARD OF SUPERVISORS that Roger L. Harris, Gage County Attorney, by and through his Deputy County Attorneys, be and hereby is directed, as promptly under the circumstances as it is reasonably possible so to do, to institute action to foreclose the lien of all taxes delinquent whether regular or special, on all real estate within Gage County, Nebraska, which having been heretofore advertised and offered for sale and remaining unsold for want of bidders were sold to the County of Gage, and Certificates of Tax Sale issued thereon, and that the costs of abstracting be paid from the General Fund.

BE IT FURTHER RESOLVED that the Gage County Treasurer be and is hereby directed to issue Treasurer's certificates of tax sale in favor of Gage County on all parcels of real estate offered for sale for less than Three (3) consecutive years that were not sold for want of bidders.

Motion made by _____, seconded by _____ to adopt the foregoing Resolution. All members present as listed and voted as follows:

Yea _____
Nay: _____

Chairman

Subscribed and sworn to before me this ____ day of _____, 2022.

Gage County Clerk

CHILD SUPPORT ENFORCEMENT CONTRACT

This Contract is made and into by and between the County Board of Supervisors of Gage County, Nebraska, hereinafter referred to as "Board" and Stephen J. Kraviec, P.C.,L.L.O., Laura R. Maurstad, Attorney, and Stephen J. Kraviec, Attorney, hereinafter referred to as "Authorized Attomey", WITNESSETH:

WHEREAS, the "Board" pursuant to Sections 43-512 through 43-512.10 of the Revised Statutes of Nebraska is authorized to place the responsibility for child support enforcement duties with an attorney other than the County Attorney. Said attorney is responsible for the development and implementation of a program to establish paternity and to secure support for children receiving Aid to Families With Dependent Children (ADC) and for other non-ADC applicants needing assistance in obtaining and enforcing child support orders, AND;

WHEREAS, the "Board" desires to hire legal services to secure establishment of such services for child support establishment and enforcement, and ;

WHEREAS, "Authorized Attorney" is willing to provide such legal services as an independent contractor of Gage County, Nebraska with "Authorized Attorney's" fee being 62,349.42, payable at the rate of \$2,398.05 bi-weekly during the term hereof beginning on the 1st day of July, 2022, through the 30th day of June, 2025, The "Authorized Attorney" shall provide for staffing the office for the term Of the contract. It is understood between the parties that the "Board" shall be partially reimbursed by the Nebraska Department of Social Services pursuant to Title IV-D of the United States Social Security Act (42-U.S.C. 651) as amended, and shall receive all incentive fees earned by Gage County for collection of child support, spousal support and other credits for the term of employment.

WHEREAS, "Board" and "Authorized Attorney" condition all aspects of "Authorized Attorney's" employment upon approval of this Contract by the Nebraska Department of Health and Human Services.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO:

1. That there is hereby established the office of Child Support Enforcement Office of Gage County, That "Authorized Attorney" shall diligently perform in Gage

County, Nebraska, the duties of establishment and collection of child support pursuant to Chapters 42 and

43 of the Revised Statutes of the State of Nebraska and such other duties, excluding criminal prosecution, as may be necessary for performance of the same.

2. That "Authorized Attorney's" title or designation shall be known as "Child Support Enforcement Attorney".

3. That "Authorized Attorney" shall be deemed to have commenced and has in fact been performing the duties herein specified starting March 1, 1989. The Nebraska Department of Health and Human Services will reimburse "Authorized Attorney's" fees at the current rate of Federal financial participation of reasonable and necessary expenses under Title IV-D of the United States Social Security act, or as amended.

4. That "Board" agrees to fund attorney's fees and expenses as hereinbefore recited, against which "Authorized Attorney" shall file claims with Gage County for payment of such items and for which "Authorized Attorney" shall file claims with the Nebraska Department of Social Services for obtainment by Gage County of reimbursement provided at the current rate of Federal financial participation under the Title IV-D of the United States Social Security Act, or as amended. "Authorized Attorney" shall be allowed to maintain a private practice provided such private practice shall be limited to matters and time which do not conflict with "Authorized Attorney's" duties as Child Support Enforcement Attorney.

5. "Board" agrees to pay "Authorized Attorney", as attorney's fees, the annual contract sum of \$62,349.42 payable at the rate of \$2,398.05 bi-weekly. All staff employees of the Child Support Enforcement Office of Gage County, Nebraska, shall be employees of "Authorized Attorney." Mailing costs, filing fees and sheriffs fees shall be paid by Gage County. "Authorized Attorney" shall file claims against the Nebraska Department of Health and Human Services for reimbursement to Gage County provided at the current rate of Federal financial participation under the Title IV-D of the United States Social Security Act, or as amended.

6. This contract is deemed to have commenced on July 1, 2022. Authorized Attorney" will be under the direct supervision of the "*Board."

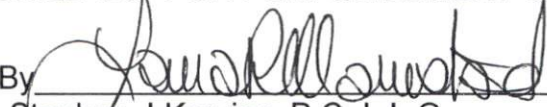
7. Authorized Attorney" agrees to provide the "Board" with quarterly reports of the reimbursement to be received from the Nebraska Department of Social Services for the County hereto. An annual report of the incentive payments received by the County shall also be provided to the "Board."

8. This Contract is subject to the approval of the Child Support Division of the Nebraska Department of Social Services and upon execution of a cooperative agreement between said Department the "Board" hereto which is consistent with the terms and intent of this Contract.

IN WITNESS WHEREOF, AUTHORIZED ATTORNEY AND BOARD EXECUTE THIS AGREEMENT THIS _____ DAY OF _____, 2022.

CHILD SUPPORT ENFORCEMENT OFFICE

By



Stephen J Kraviec, P.C., L.L.O.

By Laura R Maurstad, President

GAGE COUNTY SUPERVISORS

By

Chairman, Gage County Board