

2018-6

INTERLOCAL AGREEMENT FOR VICTIM WITNESS SERVICES

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made by and between THE COUNTY OF LINCOLN, NEBRASKA, hereinafter referred to as LINCOLN COUNTY, and THE COUNTY OF KEITH, NEBRASKA, hereinafter referred to as KEITH COUNTY, and the Agreement is approved by the COUNTY ATTORNEY OF LINCOLN COUNTY, NEBRASKA, hereinafter referred to as LINCOLN COUNTY ATTORNEY.

WHEREAS, the authorization for this Agreement shall be under and by virtue of the power to do so granted by the Interlocal Cooperation Act, Sections 13-801 through 13-827, Revised Statutes of Nebraska.

WHEREAS, LINCOLN COUNTY has a Victim Witness Unit, whose Director of the Victim Witness Unit is Cindy L. Korf, and the Coordinator of the Victim Witness Unit is the Lincoln County Attorney.

WHEREAS, Lincoln County's Victim Witness Unit provides direct service to victims of crimes in its County.

WHEREAS Keith County desires to establish a Victim Witness Unit for its County and therefore desires to enter into this agreement with Lincoln County so that Keith County can establish direct service to victims of crimes in Keith County.

WHEREAS, Lincoln County is agreeable to making and entering into this agreement.

NOW THEREFORE the parties to this agreement agree to the following terms and conditions:

1. **DURATION.** The term of this agreement shall be from October 1, 2017, to and including June 30, 2019.

2. **PURPOSE.** Lincoln County shall provide direct service to victims of crimes in Keith County by providing twenty hours of service each week at the Keith County Attorney's Office through Lincoln County employees who work for the Lincoln County Victim Witness Unit. The purpose of the service provided by Lincoln County, through its Victim Witness Unit, is to advocate for victims and provide timely assistance to individual victims of crime.

3. **CONSIDERATION.**

a. The parties agree that \$15.00 an hour for twenty hours of service a week shall be paid to Lincoln County for first nine (9) months, October of 2017 through June of 2018.

b. The parties agree that \$16.00 an hour for twenty hours of service a week shall be paid to Lincoln County for the remainder of the months, July of 2018 through June of 2019.

c. Keith County agrees to provide an office to employee(s) from the Lincoln County's Victim Witness Unit while such employee(s) provides the agreed services during the duration of this Agreement.

d. The parties agree that the above financial obligation shall be paid as follows: Keith County shall pay to Lincoln County \$4,000.00 by October 1, 2018, and the remainder of the financial obligation shall be paid to Lincoln County through the Federal Grant Award that Lincoln County received under Federal Grant Number: 2017-VA-GX-0010; Department: Department of Justice; and Federal Program: OVC FY17 VOCA Victim Assistance Formula.

4. **ORGANIZATION.** No separate legal or administrative entity is considered to be created by this agreement. The Lincoln County Victim Witness Unit Director shall be responsible for all administrative responsibilities regarding the direct service to victims of crime

in Keith County. Neither, Lincoln County or Keith County, shall acquire any interest in property of the other party by virtue of this agreement.

5. **BUDGET.** Lincoln County shall establish and maintain the budget for management of the monies generated by this agreement.

6. **TERMINATION.** a. The parties, Lincoln County and Keith County, may jointly terminate this agreement before it expires on July 1, 2019, subject to the approval of the Nebraska Commission on Law Enforcement and Criminal Justice. In the event of termination, Lincoln County shall be entitled to retain a pro rata portion of the consideration to the date of termination and the excess amount, if any, shall be returned to the Nebraska Commission on Law Enforcement & Criminal Justice and Keith County on pro rata portion based on money contribution. Further, because this agreement is an agreement where Keith County receives services from Lincoln County there is no other property to dispose of under this agreement. NOTWITHSTANDING THAT, the foregoing does not eliminate the right of either party (Lincoln County and/or Keith County) to terminate this agreement based on breach of terms and conditions of this agreement by the breaching party if said breach is not remedied within thirty (30) days of such breaching party receiving written notice of such breach.

b. Partial termination of this agreement can only be permissible if the parties (Lincoln County and Keith County) can jointly agree to the terms of such partial termination.

7. **LINCOLN COUNTY ATTORNEY.** The Lincoln County Attorney, Rebecca Harling, agrees to the services that the Lincoln County's Victim Witness Unit will provide in this agreement.

THIS AGREEMENT has been executed in triplicate, and is binding upon the parties, their assigns, and successors in interest.

THE COUNTY BOARD OF COMMISSIONERS OF
THE COUNTY OF KEITH, NEBRASKA

DATE: 2-7-2018

BY: *Lonnie Peters*
Lonnie Peters, Chairman

DATE: Feb 7, 2018

BY: *Caleb Johnson*
Caleb Johnson, Commissioner

DATE: 2-7-2018

BY: *Kim Elder*
Kim Elder, Commissioner

DATE: 2-7-2018

BY: *C. W. Baltzell*
Charles Baltzell, Commissioner

DATE: 2-7-2018

BY: *Tony Krajewski*
Tony Krajewski, Commissioner

ATTEST:

Sandra K. Olson

Sandra K. Olson
Keith County Clerk

2/7/2018
Date

THE COUNTY BOARD OF COMMISSIONERS OF
THE COUNTY OF LINCOLN, NEBRASKA

DATE: 1-29-18

BY: *Duane K. Deterding*
Duane K. Deterding, Chairman

DATE: 1-29-18

BY: *Bill Henry*
Bill Henry, Commissioner

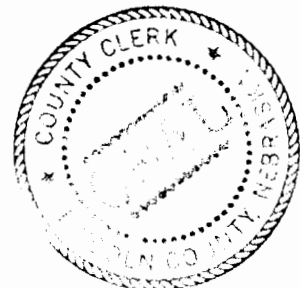
DATE: _____

BY: _____
Joseph R. Hewgley, Commissioner

ATTEST:

Rebecca J. Rossell
Rebecca J. Rossell
Lincoln County Clerk

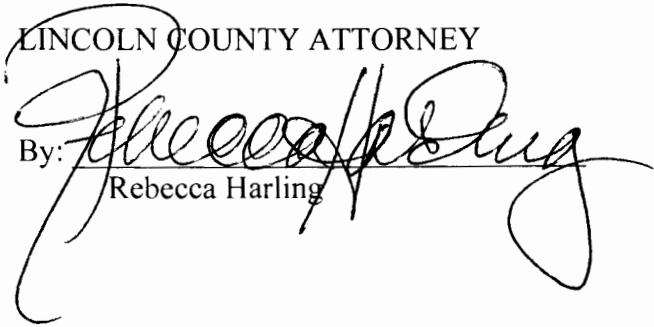
1-29-18
Date



ACCEPTANCE

Rebecca Harling, County Attorney of Lincoln County, Nebraska, hereby accepts and approves this Agreement.

Date: 1-29-18

LINCOLN COUNTY ATTORNEY
By: 
Rebecca Harling