RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN THE INTERLOCAL AGREEMENT TO PROVIDE A BAILIFF FOR THE DISTRICT COURT JUDGE SERVING CASS AND SARPY COUNTIES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and,

WHEREAS, Cass County and Sarpy County are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, Cass County and Sarpy County desire to enter into an Interlocal Agreement to Provide a Bailiff for the District Court Judge Serving Cass and Sarpy Counties (“Interlocal Agreement”); and,

WHEREAS, the purpose of this Interlocal Agreement is to provide for the hiring and cost sharing of a Bailiff to furnish administrative support to the District Court Judge assigned to the District Courts of both Cass and Sarpy; and,

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and authorizes the Chairman to sign the attached Interlocal Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the ___________ 14th day of August, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
MEMORANDUM
August 10, 2018

TO: Sarpy County Board of Commissioners
FROM: Kate Gatewood, Deputy Sarpy County Attorney
RE: Interlocal Agreement between Cass County and Sarpy County to Provide a Bailiff for the District Court Judge – LB697

Due to the passage of LB697, the district boundaries for the district courts of the second judicial district have changed. As a result, it is estimated that the District Court Judge seated in Cass County will spend approximately half of his time hearing cases in Sarpy County beginning in mid-August, along with his bailiff.

The purpose of this Interlocal Agreement is to share the cost of, and provide for, half of this bailiff’s salary, benefits and mileage.
INTERLOCAL AGREEMENT TO PROVIDE A BAILIFF FOR THE
DISTRICT COURT JUDGE SERVING CASS AND SARPY COUNTIES

THIS AGREEMENT is made and entered into this 7th day of August, 2018
(“Execution Date”), by and between the County of Sarpy, Nebraska (“Sarpy”) and the County of
Cass, Nebraska (“Cass”), collectively referred to herein as the “parties”.

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat.
§§ 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the
basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner
and pursuant to forms of governmental organization that will accord with best geographic,
economic, population, and other factors influencing the needs and developments of local
communities; and

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing
under the laws of the State of Nebraska; and

WHEREAS, the purpose of this Agreement is to provide for the hiring of an employee to
furnish administrative support to the District Court Judge assigned to the District Courts of both
Cass and Sarpy.

NOW, THEREFORE, it is agreed as follows by the parties hereto:

1. The employment position created pursuant to this Agreement shall be a full-time, salaried
position and the employee hired hereunder shall be classified for employment purposes as

2. The Bailiff shall be an employee of Cass County, and thus Cass shall be deemed the
employing county. Cass’s benefit package including, but not limited to, health insurance
and retirement benefits, shall apply to the Bailiff. Cass shall be the principal place of
employment for the Bailiff, for purposes of computing mileage.

3. The Bailiff shall be selected by, and serve at the pleasure of, the District Court Judge.
However, Cass’s employee personnel policy handbook and county personnel policies set
forth therein shall apply to the Bailiff.

4. The County Clerk of Cass County shall be the administrator of this Agreement.

5. Each party shall be responsible for one-half (1/2) of the costs incurred, including the salary,
benefits and mileage paid to the employee. In the event of termination of this Agreement,
said costs incurred shall be prorated accordingly among the parties.
6. Cass shall determine the projected estimated costs for the Bailiff position, to include all costs referenced in paragraph 5 above, for the period of August 15, 2018 through June 30, 2019 and shall provide Sarpy with a projected costs estimate by no later than 30 days from the Execution Date. Cass shall invoice Sarpy on a quarterly basis, and Sarpy will remit payment within 30 days of receipt of the invoice. On an annual basis beginning in 2019, Cass shall provide Sarpy with a projected costs estimate for the Bailiff position in advance of the next fiscal year by no later than May 31st, and Cass shall continue to invoice Sarpy on a quarterly basis. Sarpy will remit payment within 30 days of receipt of the invoice. All invoices and projected cost estimate notices shall be sent in writing to the Sarpy County Fiscal Administrator.

7. The initial term of this Agreement shall be one (1) year commencing on August 15, 2018 through June 30, 2019. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless either party terminates this Agreement in accordance with paragraph eight (8) below.

8. The County Board of either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party, at any time. Such written notice shall be addressed to the respective party’s County Clerk.

9. The parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §§ 1-408 through 4-114. The parties are required, and Cass hereby agrees, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of 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.

10. Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

11. This Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. § 13-804(3). No other person or entity is a party to this Agreement, either directly or as a third party beneficiary. There shall be no jointly held property as a result of this Agreement. Each party shall separately finance and budget its own obligation under this Agreement. This Agreement does not authorize the levying, collecting, or accounting of any tax.
12. Each party agrees that it is responsible for its own officers, agents and employees in performing this Agreement. Each party shall indemnify and hold harmless, to the fullest extent allowed by law, the other party and its respective officers, agents, and employees from and against all losses, claims, damages, and expenses that such party may become subject to as a result of any intentional or negligent acts or omissions of the indemnifying party and its officers, agents or employees in performing this Agreement.

13. 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 the State of Nebraska 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 the particular part, term, condition, or provisions held to be invalid.

14. This Agreement may not be amended except by mutual, written agreement of the parties.

15. This Agreement, along with its attachments if any, contains the entire Agreement of the parties and shall be binding upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of Sarpy and Cass, each of whom hereby represents and warrants that they have the full power and authority to execute this Agreement in such capacity, as of the day(s) and year written herein.

COUNTY OF SARPY, NEBRASKA,

By: [Signature]
Sarpy County Board Chairperson

Date: 8/14/18

Attest:

[Signature]
Sarpy County Clerk

Approved as to Form:

[Signature]
Deputy Sarpy County Attorney
COUNTY OF CASS, NEBRASKA,

By:  
[Signature]
Cass County Board Chairperson

Date: 8-9-18

Attest:
[Signature]
Cass County Clerk

Approved as to Form:
[Signature]
Cass County Attorney