

**AGREEMENT
BETWEEN LANCASTER COUNTY AND THE CITY OF HICKMAN
FOR MONTHLY LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered by and between the County of Lancaster, Nebraska, at the request of the Lancaster County Sheriff's Office, hereinafter referred to as "the County," and the City of Hickman, Nebraska, hereinafter referred to as "the City." Collectively the County and the City may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the City, located in Lancaster County, Nebraska, is desirous of obtaining dedicated Law Enforcement Services;

WHEREAS, the Lancaster County Sheriff is charged with the responsibility of law enforcement in the County generally;

WHEREAS, the City desires to contract with the County for the services of law enforcement officers supervised by the Sheriff and supported by the full resources of the Sheriff's Office;

WHEREAS, such contracts are authorized by the Inter-local Cooperation Act, Neb. Rev. Stat. 13-801 et seq.; and

WHEREAS, the County is willing to contract for the rendition of such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

1) The County, at the request of the Sheriff of Lancaster County, agrees to provide law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth.

2) The Sheriff shall assign one deputy for duty in the City. Such deputy shall work within the City except when extreme emergency may require his/her presence elsewhere. The Mayor shall be advised of the deputy to be assigned to duty in the City at least fourteen (14) days prior to the commencement of such assignment, and the City may make known any objection to the Sheriff, who shall have sole discretion in how to respond to any such objection. The City agrees to provide and equip an office that can be used as a substation for the deputy assigned to the City. The Sheriff shall assign the deputy to forty (40) hours of duty within the City per week.

3) All matters relating to the duties, standards of service, discipline of officers, rendition of performance, training and other such matters incident to the performance of this Agreement and the personnel employed in the performance of this Agreement shall be under the exclusive control of the Sheriff. In exercising this control, the Sheriff shall give due consideration to those reasonable requests of the City which are properly brought to his attention. In order to more adequately serve the needs of the City, the deputy shall, at the beginning of each shift or as early as possible each day, report directly

to the Hickman City Office to pick up any verbal or written complaints or requests for special assignments in the City.

4) The deputy shall perform his/her duties under this Agreement in accordance with a regular schedule that shall be in writing and filed with the City Clerk. Any deviation from such schedule shall, wherever possible, be communicated to the City Clerk in writing forty-eight (48) hours in advance.

5) The deputy shall be a member of the Sheriff's Office, trained by the Sheriff and under the direct and exclusive control of the Sheriff. He/she shall have all the authority of any other deputy of the Sheriff's Office. The personnel performing such law enforcement duties may be reassigned or released, as the Sheriff shall determine, and in accordance with the applicable rules and regulations of the Merit Commission and the Labor Agreement between the County of Lancaster and the Lancaster County Deputy Sheriffs' Association Fraternal Order of Police, Lodge 29.

6) The services to be rendered under this Agreement shall include, but are not limited to, enforcement of the statutes of the State of Nebraska and those Municipal Ordinances of the City that are normally considered to be of a law enforcement nature. It is understood and agreed, however, that all prosecutions arising from violations of Municipal Ordinances shall be the sole responsibility of the City.

7) The County and its agencies shall assume responsibility for supplying all supervision, materials, communications and equipment, (including vehicles) that are necessary for the performance of law enforcement services in the City. It is understood and agreed, however, that the Lancaster County Sheriff shall have full authority to amend the provisions regarding the use of the vehicle at any time and in any manner that he deems necessary and appropriate. Maintenance of vehicles and all other equipment furnished by the County shall be provided in the same manner as provided for the vehicles and equipment used by all other Sheriff's deputies, and the same shall be replaced with new equipment at the same intervals equipment utilized by other Sheriff's deputies is replaced.

8) Compensation for the deputy and provision for bonds, fringe benefits, insurance and Workers' Compensation shall be the sole responsibility of the County. The City will pay an additional administrative fee of 2.5 percent (based upon the assigned Hickman deputy's salary and benefits) to cover overhead costs, to include: training expenses, records-keeping expenses and all other administrative costs.

9) The City shall not be called upon to assume any liability for (i) the direct payment of any salaries, wages or other compensation for the services of the deputy, including payments for injury or sickness; or (ii) actions of the deputy taken in his/her position as a deputy acting on behalf of the City, unless such sickness, injury or other claim is caused by the intentional or negligent acts or omissions of the City.

10) Any provision to the contrary notwithstanding, the City hereby agrees:

(a) That deputies assigned to the City will be allowed to take 80 hours of vacation in a twelve-month period commencing on September 1 of each contract year. The County

agrees to supply a replacement deputy for any vacation period exceeding 80 hours in a twelve-month period, if sufficient manpower is available to adequately cover other law enforcement requirements.

(b) That any overtime pay to which a deputy assigned to the City shall become entitled to as a result of his/her conducting investigations or appearing in court in connection with violations of State Statutes or City Ordinances occurring within the City, and any other overtime resulting from special services specifically requested by the Mayor through the City Clerk or City Attorney, shall be charged back to the City at the deputy's time and one-half rate. This amount shall not exceed \$750 annually. After the \$750 is reached, the County shall be responsible for the remainder of the overtime. This amount will be in addition to the amount described in Paragraph 12 below.

11) Notwithstanding the other terms and conditions of this Agreement to the contrary, the City, at its own expense, shall provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgement based on the acts of the deputy in the enforcement of a Municipal Ordinance, as provided in Neb. Rev. Stat. § 13-1801, as amended.

12) The City shall pay County for such law enforcement service at a rate of nine thousand one hundred ninety dollars and forty-one cents (\$9,190.41) per month, as set forth in "Exhibit A," which is attached hereto and hereby incorporated by this reference. Payment shall be due and payable on the 15th day of each calendar month, commencing October 15, 2017.

13) The Term of this Agreement is October 01, 2017, through September 30, 2018. This Agreement may be renewed by mutual written agreement of the Parties for an additional Term or Terms. The monetary amount the City shall pay the County for the law enforcement services provided may be renegotiated for any renewal term or terms. This negotiation may reflect increased wage or salary expense or increases in other operating expenses incurred by the County which shall have occurred since the prior year in which the rate was adjusted. Any adjustment in the rate set herein for a renewal term or terms shall be made at least one month prior to the date of which the Sheriff's budget is required to be submitted to the County Commissioners of Lancaster County.

14) This Agreement may be terminated by either Party to the Agreement notifying the other Party in writing of such Party's intention to terminate the Agreement not less than ninety (90) days prior to September 30th of the contracted Term. In the event of termination of this Agreement by either Party, all equipment, materials and supplies provided by the County for law enforcement in the City shall be retained by the County. Any supplies furnished by the City for City purposes shall be retained by the City.

15) This Agreement may be expanded upon request by the City and agreement by the County to include additional deputies as the need for such additional deputies is determined by the Sheriff.

16) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto.

Lancaster County Sheriff's Office

Contract Deputy for Hickman Budget Year 2017 to 2018

Step 5 Deputy: One (1) Full Time			
Salary	61150	\$	61,620
Overtime (Up to 30 hours)	61310	\$	1,333
FICA	61510	\$	4,816
Pension	61520	\$	4,910
Health Insurance	61530	\$	23,331
Dental	61540	\$	1,012
Life Insurance	65395	\$	-
PEHP	61660	\$	650
Uniforms	63220	\$	350
Dry Cleaning	64220	\$	145
Administrative Costs		\$	2,454
Total		\$	100,621

Vehicle Expense			
Miles Driven Per Year	15000		
Gas Price Per Gallon	2.5		
Average Miles Per Gallon	15		
Cost of Gas		\$	2,500
Cost of Vehicle	29154		
Resale of Vehicle	500		
Vehicle Depreciation over 4 years		\$	7,164

Total Vehicle Expense		\$	9,664
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\$	110,285
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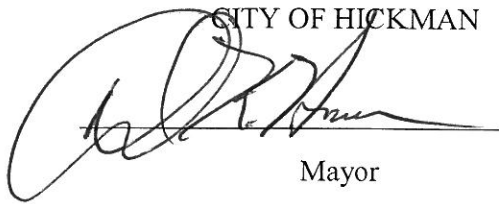
No amendments, additions or deletions to the Agreement shall be binding unless approved by both Parties in writing.

EXECUTED this 12th day of Sept., 2017, by the CITY.

ATTEST:



City Clerk

CITY OF HICKMAN


Mayor

EXECUTED this _____ day of _____, 20__, by COUNTY.

BY THE BOARD OF COUNTY
COMMISSIONERS LANCASTER
COUNTY, NEBRASKA

Todd Wiltgen, Chair

APPROVED AS TO FORM
this _____ day of _____, 20__

BY LANCASTER COUNTY SHERIFF

Deputy County Attorney
for JOSEPH P. KELLY
Lancaster County Attorney

Terry Wagner
Lancaster County Sheriff