

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

THIS AGREEMENT, made and entered by and between the County of Lancaster, Nebraska, hereinafter referred to as "County," and the City of Hickman, Nebraska, hereinafter referred to as "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; and

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

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; and

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 preferably should live near the City and, during the deputy's duty hours with the City, shall work within the City, except when an extreme law enforcement emergency may require the deputy's 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.

3) Thirty (30) days prior to the beginning of any calendar month, the City shall advise the Sheriff of the days and times when the City desires to have service during that ensuing month. Subject to the Sheriff's approval of the City's request, the Sheriff shall then provide the schedule to his deputies. Under a system which the Sheriff may determine, the deputies of his Office may then indicate their desire to work any portion or all of the schedule. The Sheriff shall determine which deputies shall be made available for any particular time on the schedule. The principles to be applied to his decision include, without limitation, the desirability of having consistency in the deputies

assigned under this Agreement and the desirability of assuring that the deputies do not work excessive hours. Should the City indicate a preference of the deputy to be assigned, the Sheriff will endeavor to honor such request, to the extent such request is reasonably possible.

4) 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.

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 County shall pay all overhead costs, to include: training expenses, record-keeping expenses and all other administrative costs.

9) The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation for the services of the deputy, including payments for injury or sickness, unless such sickness or injury is caused by the intentional or negligent acts of City officers or employees.

10) Any provision to the contrary notwithstanding, the Parties hereby agree:

(a) That any time which a deputy shall spend as a result of conducting investigations or appearing in court in connection with violations of Municipal Ordinances of the City and any other time resulting from special services specifically requested by the Mayor through the City Clerk or City Attorney shall be charged to the City and added to the amount which appears in Paragraph 11 below;

(b) Any compensation to which a deputy shall become entitled as a result of conducting investigations or appearing in court in connection with violations of state statutes shall be the responsibility of the County;

(c) Any compensation to which the deputies shall become entitled as a result of performing any duties in the course of their regular duties as Sheriff's deputies, and not on behalf of the City, shall be the responsibility of the County; and

(d) The City, at its own expense, shall provide liability insurance and send a certificate of insurance to the County to indemnify itself in the event that it becomes liable for the payment of a judgement based upon the acts of the deputy in the enforcement of a Municipal Ordinance, as provided in Neb. Rev. Stat. § 13-1801, as amended.

11) The City shall pay the County for each hour a deputy is assigned to the City under this Agreement at a rate equal to the overtime compensation that the County pays the deputy who worked the duty. In addition, the City agrees to reimburse the County for wear and tear to the Sheriff's vehicles used in connection and pursuant to the terms of this Agreement at a rate of fifty-four cents (\$.54) per mile, pursuant to the mileage reimbursement rate for County employees set by Neb. Rev. Stat. § 23-1112 ("Mileage Rate"). The State of Nebraska may change this Mileage Rate at any time pursuant to Neb. Rev. Stat. § 81-1176 and the City will be notified of the changed Mileage Rate in writing at such time. In the event of a Mileage Rate change, the City agrees to reimburse the County at the new Mileage Rate. Payment shall be due and payable from the City to the County within seven (7) days of the day of the regular meeting of the City Council of each calendar month. Statements must be submitted by the County at least seven (7) days prior to the day of the regular meeting of the City Council of each calendar month. The Parties agree that the total compensation for services provided pursuant to this agreement shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00) during the Initial Term or any Renewal Term of this Agreement.

12) This Agreement may be expanded upon agreement by the Parties to include additional hours and deputies as the need for such additions is determined by the Sheriff and the City.

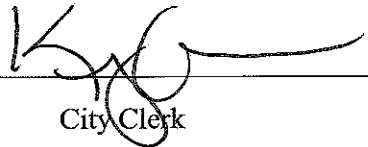
13) The Initial Term of this Agreement is October 1, 2017, through September 31, 2018. At the conclusion of the Initial Term and any Renewal Term, this Agreement shall automatically renew for a twelve-month Renewal Term, unless terminated by either Party pursuant to Paragraph 14.

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 the conclusion of any 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.

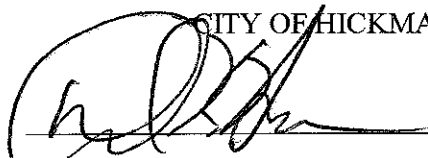
15) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, 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



Mayor

CITY OF HICKMAN

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