

**AGREEMENT BETWEEN LANCASTER COUNTY
AND THE CITY OF WAVERLY**

THIS AGREEMENT, made and entered into this 11th day of April, 2017, by and between the County of Lancaster, Nebraska, hereinafter referred to as "County," and the City of Waverly, 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;

WHEREAS, the Lancaster County Sheriff's Office ("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, 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 three deputies for duty in the City. Such deputies shall work within the City except when an extreme law enforcement emergency may require the any or all of the deputies' presence elsewhere. The Mayor shall be advised of the deputies 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 Sheriff shall assign the deputies to forty (40) hours of duty within the City per week per deputy.

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 deputies shall, at the beginning of

each shift or as early as possible each day, report to the City Office to pick up any verbal or written complaints or requests for special assignments in the City.

4) The deputies shall perform their duties under this Agreement in accordance with a regular schedule which 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) Each deputy shall be a member of the Sheriff's Office, trained by the Sheriff and under the direct and exclusive control of the Sheriff. Each deputy shall have all the authority of any other deputy of the Sheriff's Office. The deputies 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 which 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. 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. The Sheriff shall have sole discretion to regulate the use of such vehicles at any time and in any manner that he deems necessary and appropriate.

8) Compensation for the deputies 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. Provided that the City will pay an additional Administrative Fee of 2.5 percent of the assigned deputies' salaries to cover Overhead Costs. The Administrative Fee shall be included in the amount provided for in Paragraph 11.

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 deputies, including payments for injury or sickness, except to the extent such sickness or injury is caused by the intentional or negligent acts of the City or its officers or employees.

10) Any provision of this Agreement to the contrary notwithstanding, the parties hereby agree:

(a) That any time that any of the Deputies assigned pursuant to this Agreement shall spend as a result of conducting investigations or appearing in court in connection with violations of State statutes or City ordinances, 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 at that deputy's overtime rate and shall be added to the amount that appears in Paragraph 11 below. The amount of charges pursuant to this Paragraph 10)(a) shall not exceed \$1,800. The County shall be responsible for any overtime expenses in excess of \$1,800.

(b) 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

(c) 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 upon the acts of the deputy in the enforcement of a Municipal Ordinance, as provided in Neb. Rev. Stat. § 13-1801 et seq.

11) The City shall pay County for the law enforcement services provided pursuant to this Agreement at a rate of twenty-seven thousand five hundred forty-eight dollars and twenty-nine cents (\$27,548.29) per month, as set forth in "Exhibit A", which is attached hereto and hereby incorporated by this reference. Payment for law enforcement services provided under this Agreement shall be due and payable from the City to the County on the first calendar day of each calendar month during the Term of this Agreement, beginning October 1, 2017. Services under this Agreement shall commence on October 1, 2017.

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 Term of this Agreement is October 1, 2017, through September 30, 2018, 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) Any previous Agreement(s) between the aforementioned Parties, and any amendments thereto, are terminated at such time as this Agreement becomes effective. This Agreement shall become effective upon execution by both Parties hereto.

16) This Agreement constitutes the entire agreement and understanding between the

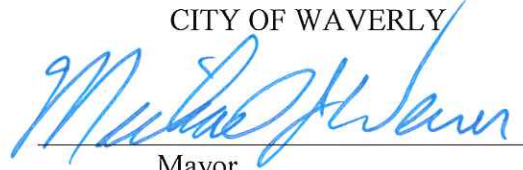
Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both Parties in writing.

EXECUTED this 11TH day of April, 2017, by the CITY.

ATTEST:

CITY OF WAVERLY

City Clerk



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

Lancaster County Sheriff's Office

Contract Deputies for Waverly Budget Year 2017 to 2018

Step 5 Deputy: Three (3) Full Time			
Salary	61150	\$	184,860
Overtime (Up to 75 hours)	61310	\$	3,999
FICA	61510	\$	14,448
Pension	61520	\$	14,730
Health Insurance	61530	\$	69,993
Dental	61540	\$	3,036
Life Insurance	65395	\$	-
PEHP	61660	\$	1,950
Uniforms	63220	\$	1,050
Dry Cleaning	64220	\$	435
Administrative Costs		\$	7,363
Total		\$	301,864

Vehicle Expense			
Miles Driven Per Year	45000		
Gas Price Per Gallon	\$	2.50	
Average Miles Per Gallon	15		
Cost of Gas		\$	7,500
Cost of 3 Vehicle	86364		
Resale of Vehicle	1500		
Vehicle Depreciation over 4 years		\$	21,216
Total Vehicle Expense		\$	28,716

\$ 330,579.53