

AGREEMENT BETWEEN LANCASTER COUNTY
AND THE VILLAGE OF FIRTH
FOR AS NEEDED LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 10th day of February, 2018 by and between the County of Lancaster, Nebraska, hereinafter referred to as "County," and the Village of Firth, Nebraska, hereinafter referred to as "Village." Collectively the County and the Village may be referred to as "Parties," and individually each may be referred to as a "Party."

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

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

WHEREAS, the Village 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 Village to the extent and in the manner hereinafter set forth.
- 2) The Sheriff shall assign one or more deputies for duty in the Village. Such deputy(s) preferably should live near the Village and, during the deputy's duty hours with the Village, shall work within the Village and its one-mile limit, except when an extreme law enforcement emergency may require the deputy's presence elsewhere. The Chairman of the Board of Trustees shall be advised of the deputy(s) to be assigned to duty in the Village at least fourteen (14) days prior to the commencement of such assignment, and the Village may make known any objection to the Sheriff, who shall have sole discretion in how to respond to any such objection.
- 3) At the beginning of each month, the Village shall advise the Sheriff of the days and times when the Village desires to have service during that ensuing month. Subject to the Sheriff's approval of the Village's request, the Sheriff shall then provide the schedule to his deputy(s). Under a system which the Sheriff may determine, the deputy(s) of his Office may then

indicate their desire to work any portion or all of the schedule. The Sheriff shall determine which deputy(s) 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 deputy(s) assigned under this Agreement and the desirability of assuring that the deputy(s) does not work excessive hours. Should the Village indicate a preference of the deputy(s) 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 Village which are properly brought to his attention. In order to more adequately serve the needs of the Village, the deputy(s) shall, at the beginning of each shift or as early as possible each day, report to the Chairman of the Board of Trustees to pick up any verbal or written complaints or requests for special assignments in the Village at a previously designated location.

5) The deputy(s) shall perform their duties under this Agreement in accordance with a regular schedule which shall be in writing and filed with the Village Clerk. Any deviation from such schedule shall, wherever possible, be communicated to the Village Clerk in writing forty-eight (48) hours in advance.

6) 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.

7) 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 Village 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 Village.

8) 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 Village. It is understood and agreed, however, that the 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.

9) Compensation for the deputy(s) 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.

10) The Village 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(s), including payments for injury or sickness, unless such sickness or injury is caused by the intentional or negligent acts of Village officers or employees.

11) Any provision of this Agreement to the contrary notwithstanding, the Parties hereby agree:

(a) That any time that the deputy(s) shall spend as a result of conducting investigations or appearing in Court in connection with violations of Village ordinances, and any other time resulting from special services specifically requested by the Chairman of the Board of Trustees through the Village Clerk or Village Attorney, shall be charged to the Village and added to the amount that appears in Paragraph 12 below;

(b) Any compensation to which the deputy(s) 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 overtime pay to which the deputy(s) 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 Village, shall be the responsibility of the County; and

(d) The Village, at its own expense, shall provide liability insurance and send a certificate of insurance to Lancaster 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 et seq.

12) The Village shall pay County for each hour the deputy(s) is assigned to the Village under this Agreement at an hourly rate equal to the "Average Overtime Rate."

(a) The Average Overtime Rate shall be equal to the average hourly overtime rate of the Lancaster County Sheriff's Deputies detailed in the "applicable Deputy Sheriff's Pay Plan."

(b) The Applicable Deputy Sheriff's Pay Plan shall mean the pay plan for Lancaster County Sheriff's Deputies contained in the labor agreement between the County and the Lancaster County Deputy Sheriff's Association Fraternal Order of Police, Lodge 29, that is in effect during the assigned deputy hours provided

pursuant to this Agreement.

(c) In addition, the Village 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 Village will be notified of the changed Mileage Rate in writing at such time. In the event of a Mileage Rate change, the Village agrees to reimburse the County at the new Mileage Rate. Payment for law enforcement services provided under this Agreement shall be due and payable from the Village to the County within seven (7) days of the day of the regular board meeting of the Board of Trustees of each calendar month. Statements must be submitted by the County at least seven (7) days prior to the day of the regular Board meeting of the Board of Trustees of each calendar month. Service under this Agreement shall commence on February 1, 2018.

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

14) The initial Term of this Agreement is February 1, 2018, through January 21, 2019. Thereafter, this Agreement shall automatically continue in full force and effect for the succeeding year unless terminated by either party pursuant to Paragraph 15.

15) 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 Village shall be retained by the County. Any supplies furnished by the Village for Village purposes shall be retained by the Village.

16) Except for changes in the mileage rate as provided for in Section 12 of this Agreement, the monetary amount the Village shall pay the County for the provision of law enforcement services may be renegotiated each year. This negotiation may reflect increased wage or salary expenses or increases in other operating expenses incurred by the County which shall have occurred since the last prior year in which the rate was adjusted. Any adjustment in the rate set forth herein shall be made at least three months prior to the renewal date of this agreement by a written amendment executed by both Parties.

17) The Village shall pay the County (1) by check, made payable to Lancaster County Sheriff's Office, 575 South 10th Street, Lincoln, NE 68508, or (2) electronically by ACH payments by completing the attached authorization form.

18) Any previous Agreements 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.

19) 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 10th day of February 2018 by the Village of Firth.

ATTEST:

Julie A. Hoefler
Village Clerk

VILLAGE OF FIRTH

David L. Holzman
Board of Trustees, Chair

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__

Deputy County Attorney
for ~~JOSEPH P. KELLY~~ PAT CONDON
Lancaster County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FSI Agency - Beatrice 560 Sargent St Beatrice, NE 68310 Ryan Wiese		402-228-6658		CONTACT NAME: Ryan Wiese PHONE (A/C, No, Ext): 402-228-6658 E-MAIL ADDRESS: rwiese@1fsb.com		FAX (A/C, No):	
INSURED Village of Firth PO BOX 38 Firth, NE 68358				INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Companies		NAIC # 21415	
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:							

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1D27612	02/04/2018	02/04/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Lancaster County
555 South 10th St.
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ryan Wiese