

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

THIS AGREEMENT, made and entered into this 13th day of Febr., 2018, 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;

WHEREAS, the Lancaster County Sheriff ("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 one or more deputies for duty in the City. Such deputy(s) preferably should live near the City and, during the deputy's duty hours with the City, shall work within the City and its one-mile limit, except when an extreme law enforcement emergency may require the deputy's presence elsewhere. The Mayor shall be advised of the deputy(s) 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) At the beginning of each 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 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 deputies assigned under this Agreement and the desirability of assuring that the deputy(s) does not work excessive hours. Should the City 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 City which are properly brought to his attention. In order to more adequately serve the needs of the City, the deputy(s) 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(s) 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.

6) The deputy(s) 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 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.

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 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.

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 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(s), including payments for injury or sickness; or (ii) actions of the deputy(s) 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.

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

(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 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 and added to the amount that appears in Paragraph 12 below;

(b) That 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) That 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 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 Lancaster County 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 et seq.

12) The City shall pay County for each hour the deputy(s) is assigned to the City 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 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 for law enforcement services provided under this Agreement shall be due and payable from the City to the County within seven (7) days of the day of the regular City Council meeting of each calendar month. Statements must be submitted by the County at least seven (7) days prior to the day of the regular City Council meeting of each calendar month. Service under this Agreement shall commence on February 1, 2018.

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

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 City shall be retained by the County. Any supplies furnished by the City for City purposes shall be retained by the City.

16) Except for changes in the mileage rate as provided for in Section 12 of this Agreement, the monetary amount the City 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.

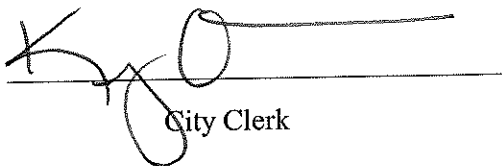
17) The City shall pay the County (1) by check, made payable to Lancaster County Sheriff's Office, 575 South 10th Street, Lincoln, NE 68508, or (2) electronically by ACH payments by completing the attached authorization form.

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.

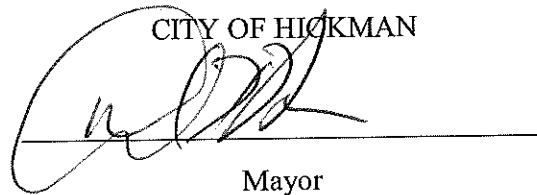
19) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments,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

EXECUTED this 13th day of Febr., 2018 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__

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



Certificate No.: 8
Member Number: 222

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of Hickman
P. O. Box 127
Hickman, NE 68372

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
General Liability	10/01/2017	10/01/2018	\$5,000,000/\$5,000,000 Limit

CANCELLATION: Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES: Verification of coverage for the City of Hickman

NAME & ADDRESS OF CERTIFICATE HOLDER:
Lancaster County
555 South 10th St.
Lincoln, NE 68508

DATE ISSUED: 03/21/2018

Authorized Representative