

**LANCASTEER COUNTY – OTOE COUNTY
LAW ENFORCEMENT MUTUAL AID AND ASSISTANCE**

INTER-LOCAL AGREEMENT

THIS AGREEMENT made and entered into by and between Otoe County (Otoe County Sheriff's Office) and Lancaster County (Lancaster County Sheriff's Office); referred to hereinafter collectively as "Parties", or individually as a "Party".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 *et seq.*, permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities;

WHEREAS, Neb. Rev. Stat. § 29-215 provides that any municipality or county may, under the provisions of the Interlocal Cooperation Act, enter into a contract with any other municipality or county for law enforcement services or joint law enforcement services;

WHEREAS, Otoe County, Neb. Rev. Stat. §§ 22-166 and 23-101 *et seq.*, and Lancaster County, Neb. Rev. Stat. §§ 22-155 and 23-101 *et seq.*, are units of local government duly organized pursuant to the laws of the State of Nebraska;

WHEREAS, the Otoe County Sheriff's Office, Neb. Rev. Stat. § 23-1701 *et seq.*, and the Lancaster County Sheriff's Office, Neb. Rev. Stat. § 23-1701 *et seq.*, are to provide law enforcement within their respective jurisdictions pursuant to the laws of the State of Nebraska;

WHEREAS, law enforcement services are among the most important services provided by local government to their residents; and

WHEREAS, on occasion each Party of the Agreement has a need for additional aid from other sources in order to adequately protect the lives and property of its citizens and respond to emergencies; and

WHEREAS, the Parties hereto desire, when requested to combine their resources and expertise to provide assistance during emergency occasions such as; prolonged events or incidents, incidents involving armed subjects, emergency calls for service, law enforcement investigations, emergency traffic violations or accidents, other emergencies, or during other events or incidents which require additional equipment and personnel resources as deemed necessary by the Agency Heads or their designees.

NOW, THEREFORE, in consideration of agreements herein, the Parties agree as follows:

1. **TERMS:**

- a. "Agency": The Law enforcement entity that is a Department or Office of one of the Parties to this Agreement.
- b. "Agency Head":
 - i. for Lancaster County, the Lancaster County Sheriff; and
 - ii. For Otoe County, the Otoe County Sheriff.

- c. "Emergency": A serious, unexpected, and often dangerous situation requiring immediate action.
 - d. "Responding Party": The Agency from whom aid is requested.
 - e. "Requesting Party": The Agency who has requested aid.
2. The Parties of this Agreement pledge their assistance to each other in the use of Law enforcement equipment, Law enforcement Officers, and any other items of Law enforcement required for assistance in enforcing the laws of the State of Nebraska, protecting the lives and property of its citizens, and to promote the public awareness in crime prevention in the area served by the Parties.
3. Assistance may be requested by the Agency Head of a Requesting Party, or his/her designee(s) in the following circumstances:
 - a. during prolonged events or incidents;
 - b. during incidents involving armed subjects;
 - c. emergency calls for service;
 - d. law enforcement investigations;
 - e. emergency traffic violations or accidents;
 - f. other emergencies;
 - g. during other events or incidents which require additional equipment and personnel resources as deemed necessary by the Agency Heads or their designees; or
 - h. when deemed necessary by the Requesting Party.
4. Each Party agrees that a request for assistance may be made by the Agency Head of a Requesting Party, or his/her designee(s).
5. The Responding Party may provide such equipment and personnel as may be necessary for the proper and adequate protection of the Requesting Party jurisdiction and/or adequate support of the Requesting Party Agency. The Responding Party shall have sole discretion in the determination of available resources, equipment, and personnel that can safely be provided to the Requesting Party's jurisdiction. The Responding Party may recall to its jurisdiction such resources, equipment, and personnel necessary to meet the needs of its own jurisdiction. Further, the Responding Party may recall to its jurisdiction such resources, equipment, and personnel, if the Responding Party in its sole discretion determines it is unsafe or inappropriate to remain in the Requesting Party's jurisdiction.
6. The Responding Party's determination to provide assistance or recall such assistance shall be final and conclusive. In no event will any Party to this Agreement be liable to any other Party for failure to provide assistance.
7. Each Party agrees to maintain a law enforcement agency which is adequate for its ordinary law enforcement purposes.
8. Sworn officers of the Responding Party shall have the power and authority to enforce the laws of this state or any legal ordinances or resolutions of the local government where they are rendering aid or otherwise perform the functions of their office, including the authority to arrest and detain suspects, as if enforcing the laws or performing the functions within the territorial limits of their primary jurisdiction.

9. No separate legal or administrative entity is created by this agreement and no property shall be jointly owned pursuant to this Agreement.
10. Each Party shall save and hold the other harmless from all losses, claims, suits, judgments, fines, and damages, including court costs, attorney fees, and costs of litigation, arising out of the negligent, reckless, or intentional acts or omissions of such Party or its agents, officials, or employees in the performance of this Agreement. Neither Party, by executing this Agreement, is assuming any liability for, or agreeing to indemnify or hold harmless the other Party or its agents, officials, or employees for, any negligent, reckless, or intentional acts or omissions of the other Party, its agents, officials, or employees.
11. Each Party shall provide workers compensation coverage and, as required by Neb. Rev. Stat. § 13-1802, liability insurance coverage for its own law enforcement personnel and others of its own Party providing services under this Agreement, or shall self-insure such risks. Such coverage shall be in amounts sufficient to satisfy the potential liability of such Party, its agents or employees for injuries, losses or damages reasonably foreseeable for the activities and services contemplated under this Agreement. In no event, however, shall such coverage amounts be less than the potential liability the Party may have to its employees under the Nebraska Worker's Compensation Act or to others under the Nebraska Political Subdivisions Tort Claims Act.
12. No default in performance of any obligation shall constitute a breach of the Agreement to the extent that such failure to perform, delay, or default arises out of a cause that is beyond the reasonable control and without negligence of the Party otherwise responsible for such breach including, but not limited to: acts of God; interruption of power, utilities, transportation, or communications services; action of civil or military authority; sabotage; fires; explosions; earthquakes; nuclear accidents; floods; usually severe weather conditions; work stoppages; national emergencies; or, catastrophes.
13. This Agreement shall be binding upon the Parties and their respective successors and assigns. No third person shall acquire any rights or claims by reason of or under this Agreement.
14. This Agreement may be modified only by written agreement of the Parties dated subsequent to the effective date of this Agreement.
15. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.
16. No representations, promises, or warranties have been made by one Party which are not contained in this Agreement. Performance is not related to or dependent upon any obligations, payment, or responsibility of one Party to the other which is not set forth herein.
17. This Agreement shall become effective upon execution by both Parties and shall remain in effect until termination by any of the Parties hereto upon thirty (30) days written notice to the Signatories, or their successors in office, setting forth the date of such termination.

18. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of the other Party. The Parties shall be responsible to their respective employees for all salary and benefits. The employees of one Party shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Parties shall also be responsible for maintaining their own workers' compensation insurance and unemployment insurance for their respective employees, and for payment of all federal, state, local and any other payroll taxes with respect to their respective employees' compensation

Ref: Neb.RS 13-801thru 13-827; 29-215; 81-829.65

SIGNATORIES

Each undersigned representative certifies that he is authorized to enter into this Agreement and to bind the Parties to the terms of the Agreement. The Parties, intending to be bound, do hereby execute this Agreement and commit to its principles and responsibilities.

Date: _____

By: _____

Todd Wiltgen
Chairperson, Lancaster County Board of Commissioners

Date: 5/22/18

By: _____

Chairperson, Otoe County Board of Commissioners

Date: 05/18/2018

By: _____

Otoe County Sheriff