

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into by and between the County of Jefferson, Nebraska, a political subdivision of the State of Nebraska ("County"), and the City of Fairbury, Jefferson County, Nebraska, a Nebraska municipal corporation ("City"). The County and City are each a "Party" and collectively referred to as "the Parties" herein.

WHEREAS, Neb. Rev. Stat. § 13-801, *et seq.* provides that any two or more public agencies may enter into agreements with one another to perform any governmental services, activity, or other undertaking which each public agency is authorized by law to perform; and

WHEREAS, Neb. Rev. Stat. § 19-3801 provides that any city of second class may, under the provisions of the Inter local Cooperation Act, enter into an agreement with the county board of its county for police services to be provided by the county sheriff. Whenever any such agreement has been entered into, the Sheriff shall, in addition to his or her other powers and duties, have all the powers and duties of the peace officers, within and for the city; and

WHEREAS, the City is a city of the second class located within the County of Jefferson, Nebraska; and

WHEREAS, the City has and does hereby request that the Jefferson County Board of Commissioners enter into an agreement with the City for law enforcement services for the City to be provided by the County Sheriff.

NOW, THEREFORE, the Parties mutually covenant and agree as follows:

1. Term. This Agreement shall begin as of January 1, 2019 (the "Effective Date") and continue thereafter until June 30, 2029 (the "Initial Term"). Unless either Party shall have given the other written notice of non-renewal at least three hundred sixty-five days (365) days prior to the expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall be automatically renewed for successive periods of one (1) year (from July 1 to June 30 of the following calendar year) (each, a "Renewal Term") following expiration of the Initial Term and each successive Renewal Term. Notwithstanding the foregoing, this Agreement may be terminated prior to expiration of the Initial Term or any Renewal Term when and as provided in Section 7 hereof. The Initial Term and Renewal Term(s), if any, are collectively referred to herein as the "Term."

2. Duties of County. The County shall, by and through the Jefferson County Sheriff's Department:

- a. Enforce state laws within the corporate limits of the City;

- b. Provide law enforcement services to the City, including, but not limited to:
 - i. Patrol duty in the City on each and every hour of each and every calendar day of each and every calendar week (*i.e.*, 24/7 coverage) during any Term, which at a minimum shall constitute on-duty coverage of One Hundred Sixty-Eight (168) hours per calendar week. The actual patrol schedule and coverage times shall be determined by the County Sheriff; provided, however, the County Sheriff shall work in consultation with and receive input from the City on such schedules and coverage times so as to ensure proper law enforcement coverage. Coverage within the City shall include, but not be limited to, the following:
 - 1. Patrols by uniformed County officers in marked and unmarked vehicles, bicycles, on foot or other modes of transportation;
 - 2. Responding to and providing law enforcement services in a timely manner within the City upon request from the City or citizen complaint or inquiry;
 - 3. Criminal investigations;
 - 4. Court appearances;
 - 5. Educational programs;
 - 6. Attending Enforcement and Treatment team meetings;
 - 7. Patrolling schools;
 - 8. Traffic support for fire and rescue calls;
 - 9. Traffic support for funerals;
 - 10. Background check for City peddler permits; and
 - 11. Support for City nuisance enforcement, upon request by the City.
 - c. Provide a written report, on not less than a monthly basis, to the City Administrator, Mayor and City Council of the City that identifies for the previous month, among other things, the total number of hours the County had a presence within the City's corporate limits (excluding civil process and warrant service), the number of calls, the general nature of each call, the number of arrests, the number of citations issued, whether such matters were cited under Nebraska law and therefore referred to the County Attorney for enforcement, and such other information as the County may deem as appropriate. The County Sheriff shall appoint an employee to serve as the County's liaison to the City. In addition, the County Sheriff or his/her representative shall personally appear before the City Council on at least a monthly basis to address the City Council on enforcement issues and performance of the County's duties under this Agreement.
 - d. Provide all equipment, including, but not limited to, all vehicles, weapons, ammunition, and uniforms, to perform the law enforcement services as

provided in this Agreement, and shall be responsible for the maintenance and replacement thereof.

- e. Provide and compensate all personnel employed by the County to perform the law enforcement services as provided in this Agreement. The County shall be solely responsible for all wages (including overtime, if any), insurance, fringe benefits, workers' compensation insurance, bonds and other expenses incident to employment of such personnel in compliance with applicable federal and state law. The County, by and through its County Sheriff, shall retain full authority, discretion and responsibility regarding personnel duties, training, standards of service, discipline, termination and such other matters incident to the performance of this Agreement by County personnel.
- f. Maintain at its expense a policy or policies of insurance containing coverage for any contingencies described herein. The minimum acceptable limits of liability shall be the same as the total amounts recoverable by any person for any number of claims arising out of a single occurrence, and for all claims arising out of a single occurrence, respectively, as set forth under the Political Subdivisions Tort Claims Act, Neb.Rev.Stat. §13-926, as revised. The County will not seek indemnification, restitution, or contribution from the City in the event of a settlement, finding of liability or damages, or judgment relating to any claim or lawsuit involving acts or omissions outlined in or connected with this Agreement.
- g. Indemnify and hold harmless, protect and defend the City, its officers, agents and employees from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the City, its officers, agents, employees or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from the law enforcement services addressed in this Agreement, but only to the extent caused by the negligence of the County, its officers, agents or employees. The County shall promptly notify the City of any claims or suits received or served against it, its officers, agents or employees relating to the provisions of this Agreement or the law enforcement services described herein.

3. Duties of City. The City shall:

- a. Pay the County a monthly payment in the amount of Fifty-Six Thousand Five and no/100 Dollars (\$56,005.00) ("Monthly Payment"), such payment to be made by the City to the County within fifteen (15) calendar days

following the conclusion of the previous month in which services were provided by the County to the City as set forth in this Agreement.

- b. Effective July 1, 2020, the Monthly Payment may be adjusted based on an actual increase or decrease in costs and expenses to the County to provide the City with the law enforcement services set forth in this Agreement, provided, however, at no time shall the Monthly Payment be increased by more than three (3%) over the previous year. On or before June 1 of each year during the Term, the County shall provide the City with documentation supporting an increase or decrease of the Monthly Payment.
- c. Transfer to the County all right, title and ownership to the Inventory as set forth in Attachment "A" attached hereto and incorporated herein by this reference ("Inventory"). All such Inventory is transferred to the County "as-is" and the City makes no representations and extends no warranties of any kind, either express or implied, with respect to the Inventory.
- d. Provide the County with reasonable access to City-owned public facilities, including the dog pound and gun range;
- e. Remain responsible for the investigation and enforcement of City ordinances, rules and regulations, including, but not limited to, ordinances, rules and regulations relating to abandoned and junked vehicles, nuisances, and animals (except vicious animals). The City shall employ and identify a City employee whose responsibilities shall include the handling of animal complaints within the City's corporate limits.
- f. Not employ separate law enforcement officers, other than City ordinance/code enforcement personnel, during any Term of this Agreement.
- g. Maintain at its expense a policy or policies of insurance containing coverage for any contingencies described herein. The minimum acceptable limits of liability shall be the same as the total amounts recoverable by any person for any number of claims arising out of a single occurrence, and for all claims arising out of a single occurrence, respectively, as set forth under the Political Subdivisions Tort Claims Act, Neb.Rev.Stat. §13-926, as revised. The City will not seek indemnification, restitution, or contribution from the County in the event of a settlement, finding of liability or damages, or judgment relating to any claim or lawsuit involving acts or omissions outlined in or connected with this Agreement.
- h. Indemnify and hold harmless, protect and defend the County, its officers, agents and employees from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the County, its officers, agents, employees or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in

any way connected with, or results from the law enforcement services addressed in this Agreement, but only to the extent caused by the negligence of the City, its officers, agents or employees. The City shall promptly notify the County of any claims or suits received or served against it, its officers, agents or employees relating to the provisions of this Agreement or the law enforcement services described herein.

4. Establishment of Law Enforcement Committee. The Parties shall establish a mutual committee ("Law Enforcement Committee") to review performance, standards of service and other matters relating to this Agreement and discuss and attempt to resolve any disagreements or disputes arising hereunder. The County and City shall each appoint three (3) individuals to serve on the Law Enforcement Committee, and the Law Enforcement Committee shall meet at least once annually before June 1st of each calendar year of any Term and upon request by either Party. The Law Enforcement Entity shall not constitute a separate legal or administrative entity for purposes of the Interlocal Cooperation Act, Neb.Rev.Stat. §13-801 *et seq.*, or any other law.

5. Delegation of Authority and Powers. The County, by and through its County Sheriff, is hereby authorized and delegated the authority by the City to keep the public peace within the corporate limits of the City and to perform all such duties and exercise such powers as may be performance and exercised as though they were police officers of and for the City.

6. Compliance with Law. The County shall comply with all applicable laws, ordinances and regulations, and neither Party will take any action in violation of any applicable law, ordinance or regulation which could result in liability being imposed on the other Party. The County shall comply with all applicable employment and labor laws, and shall not discriminate on the basis of race, color, religion, sex, national origin, protected age, marital status or disability. Furthermore, pursuant to Neb.Rev.Stat. §4-414, the County shall register with and use a federal immigration verification system to determine the work eligibility status of its employees performing services under this Agreement. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law.

7. Termination. This Agreement may only be terminated as follows:

- a. **By Either Party.** This Agreement may be terminated by either Party only as follows:
 - i. **Material Breach/Failure to Cure.** If either Party breaches or otherwise fails to fulfill any of its material obligations hereunder, the non-breaching Party may give written notice to the breaching Party of such material breach. If the breaching Party fails to cure the breach or default within ninety (90) days of the date of its receipt

of the notice, then the non-breaching Party may, upon additional ninety (90) days written notice to the breaching Party, terminate this Agreement.

- ii. **For Any or No Reason.** Either Party may terminate this Agreement at any time for any or no reason by providing written notice to the other Party at least three hundred sixty-five (365) days prior to termination of this Agreement.
- iii. **Non-Renewal.** Either Party may terminate this Agreement by providing the other Party written notice of non-renewal at least three hundred sixty-five days (365) days prior to the expiration of the Initial Term or any Renewal Term.

b. **Termination by Either Party Prior to June 30, 2029.** In the event either Party terminates this Agreement, for material breach or for any or no reason, prior to June 30, 2029, the County shall pay the City, within ninety (90) days of the effective date of the termination, as follows:

- i. **Termination prior to June 30, 2020:** The County shall pay the City Eighty Percent (80%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- ii. **Termination from July 1, 2020, to June 30, 2021:** The County shall pay the City Seventy Percent (70%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- iii. **Termination from July 1, 2021 to June 30, 2022:** The County shall pay the City Sixty Percent (60%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- iv. **Termination from July 1, 2022, to June 30, 2023:** The County shall pay the City Fifty Percent (50%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- v. **Termination from July 1, 2023 to June 30, 2024:** The County shall pay the City Forty Percent (40%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- vi. **Termination from July 1, 2024, to June 30, 2025:** The County shall pay the City Thirty Percent (30%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- vii. **Termination from July 1, 2025 to June 30, 2026:** The County shall pay the City Twenty-Five Percent (25%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- viii. **Termination from July 1, 2026, to June 30, 2027:** The County shall pay the City Twenty Percent (20%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."

- ix. **Termination from July 1, 2027 to June 30, 2028:** The County shall pay the City Fifteen Percent (15%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."
- x. **Termination from July 1, 2028 to June 30, 2029:** The County shall pay the City Ten Percent (10%) of the Total Value of the Inventory as of the Effective Date as reflected in Attachment "A."

8. Termination of Law Enforcement Center Lease. The Parties agree that the Lease Agreement entered into by and between the Parties on or about August 15, 1978, and as amended by the Parties thereafter, is terminated as of the Effective Date, and City's obligations to the County with respect to any payment to the County under the Lease Agreement or any other agreement relating to law enforcement shall end as of the Effective Date. However, in the event this Agreement is terminated by either Party during any Term, the Parties agree to enter into a new lease agreement permitting the City's law enforcement to occupy use the County's law enforcement center on terms comparable to those contained within the aforementioned Lease Agreement as of the Effective Date.

9. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination or validity thereof (a "Dispute") shall be resolved as follows:

- a. **Step One: Law Enforcement Committee.** The Parties shall first attempt to resolve the Dispute through discussion and resolution before the Law Enforcement Committee.
- b. **Step Two: Mediation.** In the event a Dispute is not resolved by Step One above, the Parties agree to endeavor in good faith to settle any Dispute in an amicable manner by mediation. The Parties shall mutually select an independent mediator and, if unable to agree, the Parties shall both select a mediator, and those two (2) mediators shall select a third mediator who shall mediate the dispute. The cost of the mediator shall be borne equally by the Parties.
- c. **Step Three: Litigation.** In the event a Dispute is not resolved by Steps One or Two, either Party may initiate an action, suit or proceeding in any court of competent jurisdiction.

10. Notices. All notices under this Agreement must be in writing and delivered by personal service, first class U.S. mail, postage prepaid, to the other Party, at the addresses set forth below, or to such address as the other Party may specify in writing. All notices, demands and requests will be effective upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request sent.

If to County:

County of Jefferson, Nebraska
411 4th St
Fairbury, NE 68352
ATTN: Chair, County Board of Supervisors

With a copy to:

Jefferson County Sheriff
606 3rd Street
Fairbury, NE 68352

If to City:

City of Fairbury
612 D Street
P.O. Box 554
Fairbury, NE 68352
ATTN: City Administrator

With a copy to:

Mark A. Fahleson
Rembolt Ludtke LLP
3 Landmark Centre
1128 Lincoln Mall, Ste. 300
Lincoln, NE 68508

11. Miscellaneous.

- a. **Severability.** Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without affecting, impairing or invalidating the remaining provisions hereof or the enforceability thereof. To the extent legally permissible, the parties will negotiate in good faith whatever amendment to this Agreement may be necessary to fairly and equitably achieve in a legally permissible manner the substance of the provision which was so prohibited or unenforceable; provided, however, that if such prohibition or unenforceability causes the frustration or failure of an essential purpose of

this Agreement, then either party may terminate this Agreement; and further provided, however, that such right to terminate is conditioned upon and subject to the frustration, failure or essential purpose being so material as to reasonably warrant termination of this Agreement.

- b. **Headings.** The captions in this Agreement are for convenience and reference only and will not limit in any way or otherwise affect any of the terms or provisions hereof.
- c. **Integration: Amendment.** This Agreement and Attachment "A" hereto constitute the entire understanding between the Parties about the subject matter hereof. This Agreement may not be changed, altered, modified or amended except by a writing signed by the Parties.
- d. **Waiver: Delay.** The failure of either Party to demand strict performance of the terms hereof, or to exercise any right conferred herein, will not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future. Waiver by either party of any term, provision or condition of this Agreement will not be construed to be a waiver of any other term, provision or condition, nor will such waiver be deemed to be a waiver of a subsequent breach of the same term, provision or condition. Failure or delay by either party to require performance of any provision of this Agreement will not affect or impair such Party's right to require full performance with such provision at any time thereafter.
- e. **Governing Law.** This Agreement shall be construed under and governed by the laws, substantive and procedural, of the State of Nebraska.
- f. **Independent Contractor.** The County shall provide the services set forth in this Agreement as an independent contractor and not as an agent, joint venturer, nor partner of the City, and nothing in this Agreement shall be construed as creating any other relationship between the Parties, or between any employee or agent of the County and City.
- g. **Binding Effect; No Third-Party Beneficiaries; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person not a Party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party hereto, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other Party, and any attempted assignment without the required written consent shall be void.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement for Law Enforcement Services to be duly executed as of the date first written above.

CITY OF FAIRBURY, NEBRASKA

Approved as to form:

By: _____

Mayor

(Attest)

City Clerk

City Attorney

COUNTY OF JEFFERSON

Approved as to form:

By: _____

Chairman of Jefferson County
Board of Commissioners

(Attest)

County Clerk

Jefferson County Attorney

ATTACHMENT "A"

INVENTORY TO BE TRANSFERRED BY THE CITY TO THE COUNTY

No. of Items	Description	Serial Number	Value
3	Mossburg 12 guage shotgun @ \$450.00 each		1,350.00
1	Ruger Stainless Steel Mini 14 M#AC556 select fire .223 calb with case @ \$750 each	19200202	750.00
1	Glock 22 Generation 4 40 Cal. Pistol (Badge 5)	RYD 105	375.00
1	Glock 22 Generation 4 40 Cal. Pistol (Badge 2)	RYD 106	375.00
1	Glock 22 Generation 4 40 Cal. Pistol (Badge 3)	RYD 107	375.00
1	Glock 22 Generation 4 40 Cal. Pistol (Badge 4)	RYD 108	375.00
1	Glock 22 Generation 4 40 Cal. Pistol (Badge 12)	RYD 109	375.00
1	Glock 22 Generation 4 40 Cal. Pistol (Badge 10)	RYD 110	375.00
1	XPR 6550 Portable Digital Radio	037TMC8588	525.00
1	XPR 6550 Portable Digital Radio	037TMCN3751093	525.00
1	XPR 6550 Portable Digital Radio	D37TMCN268	525.00
1	XPR 6550 Portable Digital Radio	103TEQ4879	525.00
1	XPR 6550 Portable Digital Radio	037TMC8596	525.00
1	XPR 6550 Portable Digital Radio	037TKYF104	525.00
1	Rugar 10-22 Rifle	25223149	200.00
2	Jason 7x35 Auto Focus Binoculars @ \$100 each		200.00
	Misc. leather and nylon duty belts & holster & accessories		500.00
	Whelen Project A Flex Speaker Kit		120.00
3	Siren Speakers 100 watt @ \$225 each		675.00
3	Night Sight Dome Lights @ \$40 each		120.00
	ASP Training Bags		70.00
4	Headlight flashers (patrol cars) @ \$50 each		200.00
4	Rolatape MM45 measuring devices @ \$60 each		240.00
	Misc. Equipment - small items; vcr, tapes, etc.		2,000.00
3	GPS Antenna @ \$40 each		120.00
	Da Lite 70" projector screen w/ carrying case		150.00

No. of Items	Description	Serial Number	Value
9	Motorola HT 1250 Ultf radio @ \$650 each		-
9	Motorola External Microphones @ \$50 each		450.00
3	Stalker Dual Antenna Radar Units @ \$1,200 each		3,600.00
8	Motorola CDM 1250 UHF Mobile Radios @ \$650 each		-
2	Whelan Traffic Advisors @ \$250 each		500.00
3	Portable dog kennels @ \$65 each		195.00
6	Alco-Sensor FST (Preliminary Breath Testers @ \$395 each		2,370.00
	Zebra TLP 2742 Label Printer & PSC Power Scan Code Reader & Charger		1,250.00
	Drager Accuro Air Tester Kit		500.00
	JNC300XL Jump & Carry (portable jump starter)		100.00
4	.223 AR15 FCW Assault Weapon w/accessories @ \$1,200 each	A0047 & A0040	4,800.00
	Code 3 siren/light control		800.00
	Star warning system LED grill lights		200.00
	Whelen Justice JC LED 44" lightbar		1,100.00
	CarQuest 1.5 amp battery tender		40.00
	Galls rear flashing warning system		40.00
	Galls three pattern headlight flasher		40.00
	Gall 100 watt concealment siren speaker		150.00
	jump & carry portable jumper starter		130.00
7	Blauer High Visibility Safety Vest @ \$40 each		280.00
6	Duty Belt Sets & Accessories @ \$166.66 each		1,000.00
2	1/3 prisoner cage @ \$635 each		1,270.00
1	1/4 prisoner cage w/K9 Transport		750.00
	Rigid 2; receiver hitch		150.00
3	Kodak easy share MD863 digital cameras @ \$120 each		360.00
6	Safariland Armour Wear Ballistic Vests @ \$600 each		1,300.00
2	Glock 99mm model 17T training pistols @ 459 each		918.00

No. of Items	Description	Serial Number	Value
3	Go bags w/ misc. magazines & ammunition @ \$666.67 each		2,000.00
4	Hand hold computer scanners @ \$400 each		1,600.00
5	Computers & Monitors @ \$2,400 each		12,000.00
2	Office printers @ \$300 each		600.00
6	Office chairs @ \$166.67 each		800.00
	Ammunition		2,500.00
	Office Desks		3,500.00
12	Magazines @ \$21 each		250.00
4	Patrol Cars @ \$18,750 each		75,000.00
	Shooting targets		250.00
	Mini Safes		100.00
	Misc. computer mounts		500.00
4	Dell tough pads @ \$2,500 each		10,000.00
1	Interview room camera (split w/ sheriff's department)		8,000.00
4	In-car printers @ \$200 each		800.00
	Gun Range		15,000.00
	Rotating Targets		2,000.00
4	Duty Jackets		800.00
1	Tough Pad Dock Station		350.00
	Misc. Tools		100.00
4	Center consoles for patrol cars		1,000.00
1	Remington 700 rifle w/accessories		2,500.00
	Misc. Evidence Equipment		300.00
7	Body cams w/dock		3,900.00
1	Speed Trailer		12,500.00
1	Gun Cleaner		600.00
	Total		191,338.00

