

CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES

This agreement, made and entered into this ___ day of _____, 2019, between the County of Dodge, State of Nebraska, hereinafter referred to as the "County" and the City of North Bend, State of Nebraska, hereinafter referred to as the "City".

Whereas, the City is desirous of contracting with the County for law enforcement services within its boundaries by the County of Dodge, through the Sheriff of Dodge County; and

Whereas, such contracts are authorized by the Interlocal Cooperation Act; and

Whereas, the County is willing to contract with the City to provide 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 County and the City.

1. The County agrees to provide law enforcement services within the corporate limits of the City. Such services shall encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the sheriff of the County of Dodge, pursuant to the statutes of this State.
2. The nature and extent of the services provided hereunder, the standards of performance, the discipline of officers, and other matters incidental to the performance of these services and the control of personnel so employed shall be determined and exercised by the Dodge County Sheriff.
3. Services to be performed hereunder shall include traffic enforcement, security of businesses, and other services in the field of public safety as are provided by the Sheriff in unincorporated areas of the County. Such services shall include the enforcement of State Statutes and may include Municipal Law Enforcement Ordinances of the City. It is understood the Sheriff may enforce City law enforcement

ordinances where violations thereof occur in his presence, however, no duty is hereby imposed to seek out such violators.

4. For the purpose of performing said functions, the County shall furnish and supply all necessary labor, supervision, equipment communication facilities and supplies necessary to maintain the level of service to be rendered hereunder. The City specifically agrees to furnish at its own cost and expense, all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities. It is expressly understood that such quarters may be used by the Sheriff or his deputies in connection with the performance of duties in territory outside the territorial limits of the City, provided that the performance such outside duties shall not be at any additional costs to the City. It is further agreed that where special supplies, including stationery, notices, forms and the like, must be issued in the name of the City, the same shall be supplied by the city at its own cost and expense.
5. All persons assigned to duties created by this Agreement shall be members of the Dodge County Sheriff's Department, trained by the Sheriff and under the direct and exclusive control of the Sheriff. Compensation to persons providing services created hereunder and provisions for bonds, fringe benefits, insurance, and Workmen's Compensation shall be the sole responsibility of the County.
6. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or any officer or employee thereof. The County shall maintain liability insurance to indemnify itself against a judgment based upon the services provided pursuant to this Agreement. The City, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of the County or of any officer or employee thereof. The City shall, at its own expense, maintain a policy of liability insurance to indemnify itself in the event it becomes liable

for the payment of a judgment based upon the performance of services performed hereunder.

7. The City shall pay to the County as consideration for the law enforcement services set forth herein the sum of \$85,000.00 dollars per year, payable \$7,083.00 per month. Such monthly payments shall be due and payable the first business day each month, and shall be delinquent ten (10) days thereafter. If payment is not received by the County within sixty (60) days, the County may satisfy such indebtedness from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.
8. Not later than the tenth day of each month, the Sheriff shall submit a report to the City showing the services performed during the previous month.
9. This Agreement shall become effective October 1, 2019, and shall remain in force for three (3) years, and may continue thereafter with the agreement of the parties on a year to year basis. The consideration recited in paragraph seven above shall be adjusted in August of each year this contract is in effect to reflect the Consumer Price Index as established by the Bureau of Labor Statistics, U.S. Department of Labor.
10. Either party to this Agreement shall have the right to terminate this Agreement upon sixty (60) days written notice of that party's intention to terminate. Notices of termination are to be sent to the Mayor of the City of North Bend or the Sheriff of Dodge County. Any notice given pursuant to this section, shall be sent by Certified Mail.

In witness thereof, the City of North Bend, Nebraska, by resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Dodge, State of Nebraska, by order of its Board of Supervisors,

has caused this Agreement to signed by the Chairman of said Board, all on the date and year first above written.

Mayor of North Bend

ATTEST:

City Clerk of North Bend

Chairman,
Dodge County Board of Supervisors

ATTEST:

Dodge County Clerk