

CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 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, the County is willing to contract with the City to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized by the Interlocal Cooperation Act.

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, rules, regulations, and laws of the State of Nebraska.

2. The Sheriff of Dodge County, Nebraska, shall be responsible to provide the services to be rendered hereunder and shall be responsible for the discipline of officers, the control of personnel, and all other matters incidental to the performance of the services to be rendered pursuant to this Contract. The services rendered hereunder by the Dodge County Sheriff to the City of North Bend shall be performed with the due diligence and care as is expected of law enforcement personnel under the statutes, rules, regulations, and laws of the State of Nebraska.

3. The law enforcement services to be performed hereunder shall include, but not be limited to the following:

Traffic enforcement and security of businesses and schools. Those services in the field of public safety as are reasonably necessary to provide for the safety of the residents of City, as is customary of the services of the Sheriff in unincorporated areas of the County. Such services shall include the enforcement of the statutes, laws, rules, and regulations of the State of Nebraska, and may include enforcement of the Municipal Ordinances of the City of North Bend, Nebraska. It is understood the

Sheriff may enforce City Municipal Ordinances where violations thereof occur in his or her presence, however, no duty is hereby imposed to seek out such violators. It is further understood that, while the Sheriff may enforce City Ordinances, particular care shall be given to the following complaints if such current City Ordinances are in existence: abandoned, unlicensed, or inoperable vehicles, stalled or parked vehicles, unlawful vehicles on roadways, enforcing of speed limits, semi-tractor trailers parking, loading, and unloading on residential streets, enforcement of hours of operation of public parks and ballfields, curfews, vendor permits, wild animals, dangerous dogs, and dogs running at large. Regarding animal offenses, City shall cover such costs regarding housing, destruction, or any other necessary costs associated with animals taken into custody by Sheriff.

Other services provided include patrolling daily the streets of the City, by vehicle or foot patrol, as deemed necessary by the Dodge County Sheriff's Office and the City for the good and safety of the community, with additional patrol deputies provided on a routine basis as deemed necessary by the Dodge County Sheriff's Office and the City, providing a law enforcement presence within the corporate limits of the City.

4. Criminal investigations shall be conducted by patrol deputies and/or investigators of the Dodge County Sheriff, for purposes of performing said functions, the County shall furnish and supply necessary labor, supervision, equipment, communication facilities and supplies necessary to maintain the level of service to be rendered hereunder.

5. The City specifically agrees to furnish at its own cost the necessary expenses, all necessary office space within the City and to furnish such office space, and provide office supplies and janitorial services for such space, and telephone, light, water, and other utilities shall be provided to such office space.

It is expressly understood that such office space may be used by the Sheriff or his deputies in connection with the performance of duties in territory outside the limits of the City, provided that the performance of such outside duties shall not be at any additional cost to the City. It is further agreed that where special supplies, including stationery, notices, forms, electronic data and the like, must be used in the name of the City, and the same shall be supplied by the City at its own cost and expense.

6. 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 hereunder and provisions for bonds, fringe benefits, insurance, and Workmen's Compensation and all other costs associated with such personnel, shall be the sole responsibility of the County.

7. The City shall indemnify and hold harmless the County of Dodge against any and all losses, claims, damages, liabilities, actions, costs, or expenses for which the County may become subject (including any legal and/or other expenses reasonably incurred by it in connection with investigating any claim against it and defending any action and any amounts paid in settlement or compromise, provided that City shall have given its prior written approval of such settlement or compromise), provided that City shall have given its prior written approval of such settlement or compromise, insofar as such losses, claims, damages, liabilities, actions, costs, or expenses arise out of or are based upon the negligence, recklessness, or the intentional conduct of City or its employees in connection with the activities contemplated by this Agreement.

8. The County shall indemnify and hold harmless the City against any and all losses, claims, damages, liabilities, actions, costs, or expenses for which the City may become subject (including any legal and/or other expenses reasonably incurred by it in connection with investigating any claim against it and defending any action and any amounts paid in settlement or compromise, provided that county shall have given its prior written approval of such settlement or compromise), insofar as such losses, claims, damages; liabilities, actions, costs, or expenses arise out of or are based upon the negligence, recklessness, or the intentional conduct of the County or its employees in connection with the activities contemplated by this Agreement.

9. City shall maintain its own separate liability insurance, and County shall maintain its own separate liability insurance, each in an amount of not less than \$One Million (\$1,000,000.00) combined limits, at the cost of each respective party for their own insurance, which shall insure against all claims, demands, or actions for injuries to, or death of, any party and for damage to property made by or on behalf of any person or persons, firm, corporation, limited liability company, partnership, or any other entity which arises from or is related to or connected with the terms and conditions of this Agreement. Proof of such insurance shall be provided to either party upon demand. County's liability insurance shall indemnify itself against a judgment based upon the services provided pursuant to this Agreement. City's liability insurance shall indemnify itself in the event it becomes liable for the payment of a judgment based upon the performance of services performed hereunder.

10. The City shall pay to the County as consideration for the law enforcement services set forth herein the sum of \$45,122.00 per year, based on twenty-five (25) hours per work week, payable at \$3760.17 per month: The Sheriff is expected to, and shall render law enforcement services to the City, at the rate of twenty-five (25) hours per week or one-hundred (100) hours per month. Such monthly payment shall be due and payable the first business day of each month; and shall be delinquent ten (10) days thereafter. Such payments shall commence September 1, 2020, and shall be payable in advance each month. 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.

11. This Agreement shall be effective on September 1, 2020, and shall remain in force for one (1) year and may continue thereafter with the agreement of the parties on a year to year basis. The consideration recited in paragraph ten (10) above shall be adjusted in August of each year this contract is in effect to reflect changes in the annual Midwest Regional Consumer Price Index for July of the then current year as established by the Bureau of Labor Statistics, U.S. Department of Labor. The base Index figure to be used for such adjustment shall be said Index figure for October of 2020.

12. Either party to this Agreement shall have the right to terminate this Agreement upon ninety (90) days written notice of that party's intention to terminate, with or without cause. Notices of termination

of Labor. The base Index figure to be used for such adjustment shall be said Index figure for \_\_\_\_\_ of 20\_\_\_\_\_.

12. Either party to this Agreement shall have the right to terminate this Agreement upon ninety (90) days written notice of that party's intention to terminate, with or without cause. 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 WHEREOF,

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 be signed by the Chairman of the Board, and Attested by the County Clerk, all on this date of \_\_\_\_\_.

ATTEST:



*Theresa Kuykendall*

City Clerk of North Bend

*Ral Jelt*

Mayor of North Bend

ATTEST:

\_\_\_\_\_

Dodge County Clerk

\_\_\_\_\_

Chairman, Dodge County Board of Supervisors