

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1991), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1991), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et. seq.*, (Reissue 1997), between the County and the City of Gretna, a copy of which is attached as Exhibit "A", provides for police services to the City of Gretna at a cost savings and with more efficient service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Contract for Police Services with the City of Gretna pursuant to the Interlocal Cooperation Act, a copy of which is attached hereto as Exhibit "A", is hereby approved, and the Chairman and the Clerk are hereby authorized to sign the same.

Dated this 13th day of July, 2010.

Moved by Rusty Hite, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

none

none

ABSTAIN:

none

Attest:

Approved as to form:

SEAL



[Signature]
County Clerk

[Signature]
Deputy County Attorney

**CONTRACT FOR POLICE SERVICES
FOR THE CITY OF GRETNA
PURSUANT TO THE INTERLOCAL COOPERATION ACT**

This Agreement is by and between the County of Sarpy, of the State of Nebraska, a body politic and corporate, and hereinafter "County", and the City of Gretna, in the County of Sarpy, of the State of Nebraska, a body politic and corporate, and hereinafter "City".

WHEREAS, City is a City of the Second Class as defined by Neb. Rev. Stat. §17-101 (Reissue 2007); and,

WHEREAS, City is authorized under Neb. Rev. Stat. §17-124 (Reissue 2007) to establish a night watch and police, and to define the duties and powers of the same; and,

WHEREAS, Police Officers of a City of the Second Class have the to power to arrest all offenders against the laws of the State or of the City, by day or by night, in the same manner as the Sheriff, pursuant to Neb. Rev. Stat. §17-118 (Reissue 2007); and,

WHEREAS, City's jurisdiction for enforcement of its ordinances is one-half mile from the corporate city limits under Neb. Rev. Stat. §17-1001 (Reissue 2007) and Neb. Rev. Stat. §17-114 (Reissue 2007); and,

WHEREAS, pursuant to Neb. Rev. Stat. §19-3801 (Reissue 2007), "Any city of the first or second class . . . may, under the provisions of the Interlocal Cooperation Act, enter into a contract with the County Board of its County for police services to be provided by the County Sheriff; . . . Whenever any such contract has been entered into, the Sheriff shall, in addition to his other powers and duties, have all the powers and duties of peace officers within and for the city or village so contracting;" and,

WHEREAS, City is authorized, pursuant to Gretna City Ordinance, §3-401, to “enter into a Contract with the County Board of Sarpy County for police services to be provided by the County Sheriff’s Office” and furthermore, “Whenever any such contract has been entered into, the Sheriff shall, in addition to his other powers and duties, have all the powers and duties of peace officers within and for the City of Gretna;” and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2007), the parties wish to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES,
PURSUANT TO NEB. REV. STAT. §13-807 (REISSUE 2007), AS FOLLOWS:

- I. The purpose of this Contract is to provide police services for the City.
- II. The powers of City and County are generally those set forth above. The powers of the Sarpy County Sheriff in providing police service for City are those set forth in the Nebraska State Statutes, Sarpy County Ordinances, and Gretna City Ordinances.
- III. The objective of this Contract is to provide police services to the City of Gretna at a minimal cost, without duplication of the manpower, equipment, training or expertise currently maintained by the Sarpy County Sheriff’s Office, and to compensate County for providing those services.

IV. This Agreement shall be in full force and effect from September 1, 2010 through August 31, 2013, unless otherwise terminated as provided herein.

COUNTY'S DUTIES:

- V. County, through the Sarpy County Sheriff's Office, will provide police services for City, which service shall include the enforcement of all state laws, and County and City ordinances.
- A. Such services shall be provided within the corporate limits of City, and within one-half mile beyond those corporate limits, pursuant to Neb. Rev. Stat. §17-1001 (Reissue 2007) and Neb. Rev. Stat. §17-114 (Reissue 2007).
- B. Such enforcement shall not include enforcement of City's animal control ordinances.
- C. County shall provide a vehicle or vehicles and the necessary equipment to provide police service. The Mayor and City Council of City may have the Sarpy County Sheriff make any changes in personnel they deem necessary. Such changes shall be submitted to the Sheriff in writing by the Mayor, with the approval of said Council, subject to the approval of the Sarpy County Board.
- D. County shall provide a written monthly report to the City Council of City, and provide a copy of said written monthly report to the City's Mayor. Said report shall show the number of arrests for the preceding month, and include a recitation of the number of arrests for violations of state law, and the number of arrests for violations of City's ordinances. Said report shall include the total number of hours that County had a presence inside the City limits of City during the

preceding month (excluding civil process and warrant service. Upon request, the logs used to prepare the report will be available for inspection by City officials. Said report may also include such other information as the Sheriff of County may deem necessary and appropriate.

- E. County will strive to have a presence inside the City limits of City of at least one hundred twenty (120) hours per week excluding civil process and warrant services.
- F. County will strive to make regular contact with Cities' business owners to develop relationships that will be mutually beneficial.

CITY'S DUTIES:

- VI. In return for such service, City agrees and promises to pay County monthly as follows:
 - A. A monthly payment in the amount of Twenty Five Thousand Nine Hundred Ninety Three Dollars (\$25,993) shall be due and payable on the first day of each month for a period of twelve months commencing September 1, 2010.
 - B. A monthly payment in the amount of Twenty Seven Thousand Five Hundred Fifty Three Dollars (\$27,553) shall be due and payable on the first day of each month for a period of twelve months, commencing September 1, 2011.
 - C. A monthly payment of Twenty Nine Thousand Two Hundred Six Dollars (\$29,206) shall be due and payable on the first day of each month for a period of twelve months, commencing September 1, 2012.
 - D. In the event City annexes property into its City limits, City's payments to County will increase on a pro-rata basis in the same proportion that the new City

population compares to the old City population. The old City population is 6,572. The new City population will be 6,572 plus the number of residents annexed. The new payment amount will begin with the twelve month period beginning September 1 after the annexation is approved by City.

- E. City shall allow Sarpy County Sheriff's Deputies access at all times to the City Police Office for use as Sheriff's Headquarters for the District.
- VII. Either County or City may terminate this Contract by resolution of its governing body (Sarpy County Board of Commissioners or City Council, respectively) with thirty days notice to the other. Such termination shall not constitute a breach under this Contract.
- VIII. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 2007), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- IX. County and City warrant that they have neither employed nor retained any company or person, other than a bona fide employee working for County or City, to solicit or secure this Contract. The Parties further warrant that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City and County shall have the right to annul this Contract without liability, or in their discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- X. City promises that it shall save and hold County, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability,

of whatever type and kind, which may arise or allegedly arise from the activities of City, whether due to the negligent or intentional activities of City.

- XI. The Parties hereto promise and agree to comply with all Federal and State laws and County ordinances, and such rules and other regulations which may apply to this Contract, including but not limited to those set forth herein.
- XII. County and City promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C.A. §701 *et seq.*), and the Drug Free Workplace Act of 1988 (41 U.S.C.A. §701). Furthermore, pursuant to Neb. Rev. Stat. §73-102 (Reissue 2003), City and County declare, promise, and warrant that they have complied and will continue to comply in all regards with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, *et seq.*) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, (Reissue 2004), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.
- XIII. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2007), the Parties hereto declare and affirm that no officer, member, or employee of City or County, and no member of their governing bodies, and no other public official of City or County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly

interested; nor shall any employee of City or County, nor any member of their governing bodies, have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIV. Neither County or City shall engage the service of any person or persons presently in the employ of the other for work covered by this Contract without the written consent of the employer of such person or persons.

XV. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.

XVI. It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.

XVII. This Contract and the Contract Documents contains the entire Contract between the Parties, and there are no other written or oral promises, contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

County: Ms. Deb Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1118
Papillion, NE 68046

City: The Honorable Sally McGuire
Mayor, City of Gretna
204 North McKenna
Gretna, NE 68028

XVIII. Should either party breach, violate or abrogate any term, condition, clause, or provision of this Contract, the non-breaching Party may, at its discretion, terminate this Contract forthwith, upon written notice to the other. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 13th day of July, 2010.

(Seal)

ATTEST:



Debra J. Houghtaling
Sarpy County Clerk

Approved as to Form:

Paul A. [Signature]
Deputy Sarpy County Attorney

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

By: Jon Albrecht
Chairman, Sarpy County Board of
Commissioners

CITY OF GRETNA,
A Body Politic and Corporate,

(Seal)

ATTEST:



Secretary

By: 

Mayor

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Joni Albrecht District 2
Tom Richards District 3
Pat Thomas District 4
Rich Jansen District 5

MEMO

To: Sarpy County Board

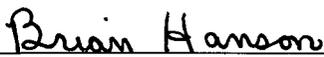
From: Brian Hanson

Re: Gretna Law Enforcement Agreement

At the July 13, 2010 Board meeting, the County Board will be asked to approve the attached Resolution approving the Contract for Police Services for the City of Gretna.

The proposed Contract is basically the same as the existing contract that expires on August 31, 2010. The term of the Contract is three years with a 6% increase in compensation each year. The Contract provides that the County Sheriff's office will strive for (but not guarantee) a presence in the City of at least 120 hours per week. The Contract has been approved by the Gretna City Council and agreed to by the County Sheriff's office. I recommend approval.

July 9, 2010



Brian E. Hanson

BEH/dp

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Sheriff Jeff Davis
Chief Mike Jones
Mike Smith

July 26, 2010

City of Gretna
City Clerk Colleen Lawry
PO BOX 69
Gretna NE 68028

RE: Interlocal Cooperation Agreement for Police Services

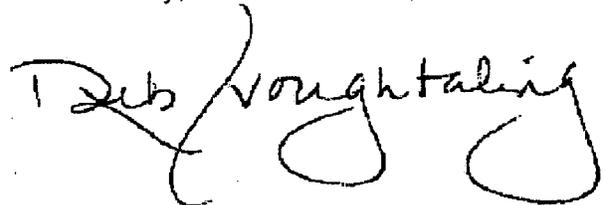
Action by the Sarpy County Board of Commissioners, at the meeting of July 13, 2010, is as follows:

23. Resolution 2010-236: Approve Interlocal Cooperation Agreement for Police Services with the City of Gretna. Brian Hanson, Fiscal Administrator

MOTION: Resolved by Hike, seconded by Jansen, to approve the resolution for the contract whereby the Sarpy County Sheriff will provide police services to the City of Gretna for the term from September 1, 2010 through August 31, 2013. Ayes: Hike, Albrecht, Richards, Thomas & Jansen. Nays: None.

Enclosed are two (2) original agreements which have been signed by the Chairman and the County Clerk as authorized by the above stated action for your files. An original has been provided to the Sarpy County Sheriff.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/cv