

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT FOR MUTUAL LAW ENFORCEMENT ASSISTANCE BETWEEN THE COUNTY OF SAUNDERS, NEBRASKA AND THE COUNTY OF SARPY, NEBRASKA

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed between the County of Saunders, Nebraska and the County of Sarpy, Nebraska for purposes of mutual law enforcement assistance and the extra-jurisdictional sharing of resources and capabilities; and,

WHEREAS, said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Agreement with the County of Saunders, Nebraska for mutual law enforcement assistance.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Interlocal Agreement attached hereto and any other related documents.

Dated this 5th day of April, 2011.

Moved by Jim Nekuda seconded by Jim Warren, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>Russell</u>	<u>none</u>	<u>none</u>
<u>James Wayne</u>	_____	_____
<u>Tom Richard</u>	_____	_____

	ABSTAIN:
<u>J. Houghtaling</u>	<u>none</u>
<u>J. Nekuda</u>	_____

Dee Houghtaling
County Clerk



INTERLOCAL COOPERATIVE AGREEMENT
MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN THE COUNTY OF SARPY, NEBRASKA AND
THE COUNTY OF SAUNDERS, NEBRASKA

Pursuant to the Interlocal Cooperation Act, Sections 13-801 *et. seq.* and Section 29-215, Nebraska Revised Statutes, the Sarpy County Sheriff and the Saunders County Sheriff hereinafter referred to as the “participating agencies”, enter into this Interlocal Cooperative Agreement.

THIS MUTAL LAW ENFORCEMENT ASSISTANCE AGREEMENT is made and entered into on this 5th day of April, 2011 (“Effective Date”), by the County of Sarpy, Nebraska, a political subdivision, by and through the Sarpy County Sheriff and the Sarpy County Board of Commissioners (hereinafter “Sarpy County”) and the County of Saunders, Nebraska, a political subdivision, by and through the Saunders County Sheriff and the Saunders County Board of Supervisors (hereinafter “Saunders County”).

WHEREAS, the parties recognize that each maintains a law enforcement agency that has the responsibility for protecting life and property, and keeping the peace, within each party’s respective jurisdiction; and,

WHEREAS, the extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources; and,

WHEREAS, law enforcement operations or investigations may affect more than one jurisdiction, which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and,

WHEREAS, the parties desire that a cooperative agreement be executed for the purposes of effectuating mutual law enforcement assistance between the parties on the terms and conditions outlined herein; and,

WHEREAS, the provisions of Nebraska Revised Statute Section 29-215 shall apply to all such law enforcement officers of each of the parties hereto and nothing in this Agreement shall be deemed to infringe or restrict such rights or grants of authority provided there under.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the mutual covenants, terms, and conditions contained herein, Sarpy County and Saunders County hereby agree as follows:

1. Authority of Sarpy County: Sarpy County may:
 - A. Upon the happening, or in the anticipation of a crime or crimes, natural disaster, civil disorder, or similar event causing or having the potential to

cause injury, death, or substantial property damage, provide law enforcement personnel and/or equipment to the County's operations at the request of the Saunders County; and,

- B. Without restriction or limitation, engage in investigative activity throughout Saunders County provided the Sarpy County's law enforcement agency has provided notice of its presence to the Saunders County's law enforcement agency prior to the commencement of such investigative activity unless this notice would jeopardize the investigation or is routine in nature.
- C. Without restriction or limitation, engage in law enforcement activity, specifically including, but not limited to, the arrest of a fugitive and paper service, throughout Saunders County provided the Sarpy County's law enforcement agency has provided notice of its presence to the Saunders County's law enforcement agency prior to the commencement of such law enforcement activity and has received authorization from a Saunders County Sherriff's supervisor.

2. Authority of Saunders County: Saunders County may:

- A. Upon the happening, or in the anticipation of a crime or crimes, natural disaster, civil disorder or similar even causing or having the potential to cause injury, death or substantial property damage, provide law enforcement personnel and/or equipment to supplement Sarpy County's operations; and,
- B. Without restriction or limitation, engage in investigative activity throughout Sarpy County provided that the Saunders County's law enforcement agency has provided notice of its presence to the Sarpy County's law enforcement agency prior to the commencement of such investigative activity unless this notice would jeopardize the investigation or is routine in nature.
- C. Without restriction or limitation, engage in law enforcement activity, specifically including, but not limited to, the arrest of a fugitive and paper service, throughout Sarpy County provided the Saunders County's law enforcement agency has provided notice of its presence to the Sarpy County's law enforcement agency prior to the commencement of such law enforcement activity and has received authorization from a Sarpy County Sherriff's supervisor.

3. Term: The initial term of this Agreement shall be from the Effective Date through the 31st day of December, 2011. After the expiration of the initial term, this Agreement shall automatically renew and continue in full force and effect annually on a year-to-year, twelve (12) month basis until terminated as provided herein.

4. Automatic Commission: Commissioned officers of either party to this Agreement who are requested for assistance by the other party to this Agreement with the knowledge of the respective Department Head or designee, shall be automatically commissioned by virtue of this Agreement, through the commissioning authority of the party requesting assistance, and therefore, shall be empowered to exercise the same police authority as though they were commissioned officers of the party requesting assistance. This provision shall apply whether the request for assistance is based upon a formal request between law enforcement agencies of the parties, or when the officers of one party cross jurisdictional boundaries to aid or assist the officers of the other party.
5. Expense/Supplies: Each party shall be responsible for supplying and/or replacing supplies needed and/or used by each party's own law enforcement officers and for all expenses and costs incurred by its own agents and employees for duties carried out pursuant to this Agreement. Each party shall be responsible for any repairs and/or damages done to that party's own vehicles as a result of participation under this Agreement.
6. Personnel and Property: No transfer of personal property between the parties or to any third party is provided for by this Agreement.
7. Employee Insurance: Each party shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault and battery, false imprisonment or detention, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, wrongful death, bodily injury, property damage and comprehensive liability.
8. Indemnity and Hold Harmless: Each party, its agents and employees, shall not be liable for any injury or damage to person or property relating to or arising out of any act or omission committed by the other party, its agents or employees. Further, each party shall defend, indemnify, and hold the other party, its agents or employees, harmless from and against any claim, loss, expense (including reasonable attorney's fees), or damage to any person or property relating to or arising out of any actor omission of the other party, its agents or employees.
9. Termination of Agreement: This Agreement may be terminated by either party by providing the other party with a written notice of the desire to terminate at least ten (10) days prior to the expiration of the then current term of the Agreement.
10. Notice: Any notice hereunder shall be in writing to the following addresses via U.S. Postal Service certified mail, return receipt requested.

SARPY COUNTY:

Jeff Davis
Sarpy County Sheriff
1210 Golden Gate Drive
Papillion, Nebraska 68046

SAUNDERS COUNTY:

Kevin Stukenholtz
Saunders County Sheriff
387 North Chestnut, Ste. 3
Wahoo, Nebraska 68066

With copies to:

Tom Richards
Board Chairperson
Sarpy County Commissioners
1210 Golden Gate Drive
Papillion, Nebraska 68046

Doris Karloff
Board Chairperson
Saunders County Supervisors
433 North Chestnut
Wahoo, Nebraska 68066

Lee Polikov
Sarpy County Attorney
1210 Golden Gate Drive
Papillion, Nebraska 68046

Scott Tingelhoff
Saunders County Attorney
387 North Chestnut, Ste. 1
Wahoo, Nebraska 68066

11. Force Majeure: No default in performance of any obligation shall constitute a breach of this 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.
12. Binding upon Successors and Assigns: 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.
13. No Additional Entity Created: No separate legal or administrative entity is considered to be created by this Agreement.
14. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
15. Entire Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior

negotiations, representations, and agreements between the parties and/or their representatives. This Agreement may not be modified by any oral representation.

16. Savings Clause: The Parties agree that should any paragraph, clause, phrase, or sentence within this Agreement be declared to be null, void, illegal, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain binding upon the parties, and the remaining portions of the Agreement shall remain and continue in full force and effect.

17. Counterparts: This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts, shall, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Jeffrey H. Jani
Sarpy County Sheriff

4/22/11
Date

Kevin J. Stenderhoff
Saunders County Sheriff

4-12-2011
Date

COUNTY OF SARPY, a political subdivision,

Tom Richard
Chairperson, Board of Commissioners

4/5/11
Date

Debra J. Houghtaling
ATTEST



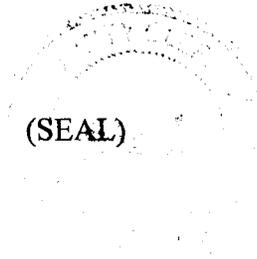
(SEAL)

COUNTY OF SAUNDERS, a political subdivision,

Kevin D. Kerlapp
Chairperson, Board of Supervisors

4-12-11
Date

[Signature]
ATTEST



Approved as to Form:

[Signature]
Saunders County Attorney