

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT

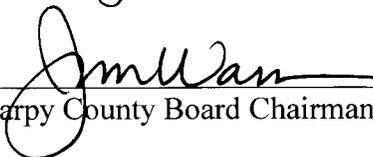
WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

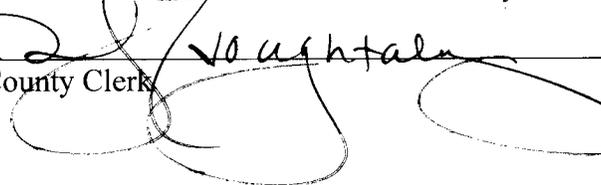
WHEREAS, an agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et. seq.*, (Reissue 2012), between the County and the City of Gretna, a copy of which is attached as Exhibit "A", provides for police services to the City of Gretna at a cost savings and with more efficient service 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.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 27th day of August, 2013.


Sarpy County Board Chairman

Attest:  SEAL
SEAL


County Clerk

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

Don Kelly District 1

Jim Thompson District 2

Tom Richards District 3

Brenda Carlisle District 4

Jim Warren District 5

MEMO

To: Sarpy County Board

From: Brian Hanson

Re: Gretna & Springfield Law Enforcement Agreements

At the August 27, 2013 Board meeting, the County Board will be asked to approve the attached Resolutions approving the Contracts for Police Services for the Cities of Gretna and Springfield.

Both contracts have been in place for many years with the most recent contracts expiring on August 31, 2013. The Contracts have been approved by Gretna and Springfield and agreed to by the Sarpy County Sheriff's office. The contracts work well, not only for Gretna and Springfield, but also for Sarpy County as it puts additional deputies in the western part of the County. The Sarpy County Sheriff's Office does have an obligation to respond to calls for service whether we have a contract or not. The contracts reflect a 3.4% increase and is very close to what our law enforcement cost increases have averaged over the last three years. I recommend approval.

August 22, 2013

Brian E. Hanson

BEH/dp

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

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

This Contract 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 2012); and,

WHEREAS, City is authorized under Neb. Rev. Stat. § 17-124 (Reissue 2012) 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 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 2012); and,

WHEREAS, City’s jurisdiction for enforcement of its ordinances is one mile from the corporate limits under Neb. Rev. Stat. § 17-1001 (Reissue 2012) and one-half mile from the corporate limits under Neb. Rev. Stat. §17-114 (Reissue 2012); and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-3801 (Reissue 2012), “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 Municipal Code, § 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 2012), 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, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter expressed, the County and the City hereby acknowledge, covenant, and agree, pursuant to Neb. Rev. Stat. § 13-807 (Reissue 2012) 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 and Municipal Code.
- 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.

TERM:

IV. This Agreement shall be in full force and effect from September 1, 2013 through August 31, 2016, 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 and City Municipal Code.

A. Such services shall be provided within the corporate limits of City, and within one mile beyond those corporate limits pursuant to Neb. Rev. Stat. § 17-1001 (Reissue 2012) and within one-half mile beyond those corporate limits pursuant to Neb. Rev. Stat. § 17-114 (Reissue 2012).

B. Such services shall include providing City officials, as requested, with assistance with the enforcement of City Ordinances and the City Municipal Code regarding property use regulations within the City's corporate limits and within one mile of the City's corporate limits pursuant to Neb. Rev. Stat. § 17-1001 (Reissue 2012).

C. Such enforcement shall not include enforcement of City's animal control ordinances.

D. County shall provide a vehicle or vehicles and the necessary equipment to provide police service. The Mayor may contact the Sarpy County Sheriff with concerns about personnel assigned to the City under this contract.

E. 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 or County may deem necessary and appropriate.

- F. 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.
- G. 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 Thirty Thousand One Hundred Ninety Nine Dollars (\$30,199) shall be due and payable on the first day of each month for a period of twelve months commencing September 1, 2013.
 - B. A monthly payment in the amount of Thirty One Thousand Two Hundred Twenty Six Dollars (\$31,226) shall be due and payable on the first day of each month for a period of twelve months, commencing September 1, 2014.
 - C. A monthly payment of Thirty Two Thousand Two Hundred Eighty Seven Dollars (\$32,287) shall be due and payable on the first day of each month for a period of twelve months, commencing September 1, 2015.

- D. In the event City annexes property into its City limits, City's payments to County will increase from the amounts indicated above on a pro-rata basis in the same proportion that the new City population compares to the previous City population. The current City population is 4,905. The new City population will be 4,905 plus the cumulative 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.

TERMINATION:

- 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 one hundred twenty (120) days notice to the other. Such termination shall not constitute a breach under this Contract.

BREACH:

- VIII. 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.

OTHER OBLIGATIONS:

- IX. Pursuant to Neb. Rev. Stat. § 13-804(5) (Reissue 2012), 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.

- X. 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.
- XI. 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 2009), 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 2010), 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.

CITY OF THE FIRST CLASS:

- XII. If, during the term of this Contract, the City files a proclamation pursuant to Neb. Rev. Stat. § 16-102 (Reissue 2012), all County service requirements identified in Section V, above, shall remain as defined in Neb. Rev. Stat. § 17-1001 (Reissue 2012) and Neb. Rev. Stat. § 17-114 (Reissue 2012) for one year after the proclamation is filed pursuant to Neb. Rev. Stat. § 16-102 (Reissue 2012). Prior to the expiration of that one year, the Parties shall amend this Contract to reflect any statutory changes that resulted from the City becoming a City of the First Class.

NO CONTRACT SOLICITATION:

XIII. 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.

HOLD HARMLESS:

XIV. The Parties agree that they shall save and hold the other Party, 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 their activities associated with the performance of this Contract, whether due to their negligent or intentional activities.

XV. **CONFLICT OF INTEREST:** Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2012), 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.

ENGAGE IN SERVICES:

XVI. Neither County nor 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.

INDEPENDENT CONTRACTOR STATUS:

XVII. 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.

ASSIGNMENT:

XVIII. Neither the County nor the City shall assign or transfer its interest in this Agreement without the written consent of the other Party.

SAVINGS CLAUSE:

XIX. 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 provision held to be invalid.

RESIDENCY VERIFICATION CLAUSE:

XX. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114 (Reissue 2012). The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

SCOPE OF AGREEMENT:

XXI. This Contract 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.

XXII. This Contract does not establish any separate legal or administrative entity.

NOTICE:

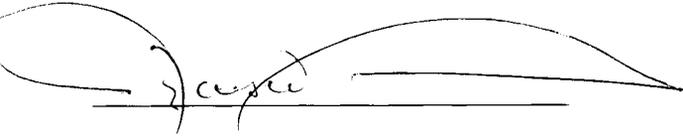
XXIII. Notice to the Parties shall be given in writing to the agents for each Party named below:

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

City: The Honorable Jim Timmerman
Mayor, City of Gretna
204 North McKenna
Gretna, NE 68028

IN WITNESS WHEREOF, we the contracting Parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 10th day of August, 2013.

CITY OF GRETNA:

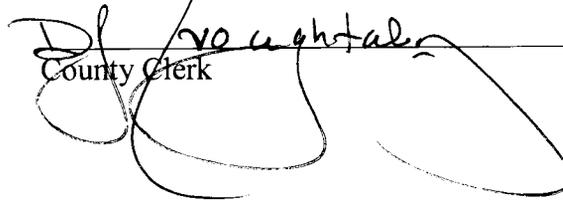


COUNTY OF SARPY:


Sarpy County Board Chairman

Attest
SEAL




County Clerk

Approved as to form:


Sarpy County Attorney