

2016-29

## AGREEMENT FOR POLICE SERVICE

This Agreement, made and entered into this 1<sup>st</sup> day of July, 2016, by and between County of Keith, Nebraska, (hereinafter referred to as COUNTY) and Village of Brule, Nebraska, (hereinafter referred to as BRULE);

**WITNESSETH:** Whereas, BRULE has requested and desires to enter into an Agreement with COUNTY for police services to be provided by the Keith County Sheriff; and, whereas, such Agreement is authorized under the provisions of the Interlocal Cooperation Act and Nebraska Revised Statute 19-3801 et. seq,

It is therefore agreed as follows:

1. COUNTY agrees to render police services to BRULE for which COUNTY shall be compensated as hereinafter provided, to wit:

- A. COUNTY agrees to furnish police services to BRULE by the Keith County Sheriff as provided by Sections 19-3801 et seq.
- B. That police services exclude, and the Keith County Deputy Sheriff shall not be responsible for pickup, transportation, trapping and/or delivery of dogs or cats for BRULE.
- C. It is further agreed by and between COUNTY and BRULE that police services will not include additional personnel to police special village events, including public or private functions. It is agreed that if special supplies are desired for the exclusive use of BRULE, said supplies shall be furnished to the Keith County Deputy Sheriff at the cost of BRULE.
- D. Other than the exception in "B" and "C" above, COUNTY agrees to enforce village traffic and criminal ordinances.

2. It is agreed by and between COUNTY and BRULE that the term of this Agreement shall be from July 1, 2016 to June 30, 2017. It is further agreed that this agreement shall be negotiated thereafter for terms of one (1) year from July 1 to June 30 of each year unless BRULE serves notice upon COUNTY or COUNTY serves notice upon BRULE, of its intention to cancel this Agreement not later than May 1 of any term of this Agreement.

3. For and in consideration of the police services which the COUNTY is to render unto BRULE, BRULE agrees to pay COUNTY 50% of the actual cost of providing police services to BRULE; said payment being delivered to the Keith County Sheriff for deposit in the general funds of Keith County. The estimated total cost of police services is **SEVENTY-FIVE THOUSAND, TWO HUNDRED**

**TWO DOLLARS (\$75,202.00) making BRULE'S 50% share the sum of THIRTY-SEVEN THOUAND SIX HUNDRED ONE DOLLARS AND NO CENTS (\$37,601.00)**

for the term of July 1, 2016 to June 30, 2017. One-half of said sum shall be payable on November 1, 2016 and the balance thereof shall be due and payable May 1, 2017.

**NOVEMBER PAYMENT = (\$18,800.50 minus over payment \$10,369.28) = \$8,431.22  
MAY PAYMENT = \$18,800.50**

4. It is agreed by and between the parties to this Agreement that the Keith County Deputy Sheriff assigned to BRULE shall devote 50% of the 40 hour work week to the Village of Brule. It is expected that the deputy shall have physical presence in the corporate limits of the Village of Brule during that time. The deputy shall reside in the corporate limits of the Village of Brule during the term of this contract for police services.

5. It is agreed by and between COUNTY and BRULE that the Keith County Deputy Sheriff shall, in addition to his or her other powers and duties, have all the powers and duties of peace officers within and for Brule. It is further agreed that the police services provided by COUNTY shall include the enforcement of the Statutes of Nebraska and the Ordinances of COUNTY which are normally considered to be of a law enforcement nature.

6. It is acknowledged and understood that the Keith County Deputy Sheriff is an employee of COUNTY; the Keith County Deputy Sheriff shall be under the direct supervision and control and subject to the policies and procedures of the Keith County Sheriff.

7. It is agreed by and between the parties to this Agreement that this Agreement is nonassignable by either party at any time.

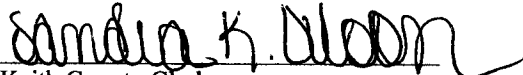
8. This agreement shall be and become in full force and effect from the 1<sup>st</sup> day of July, 2016 to the 30<sup>th</sup> day of June, 2017.

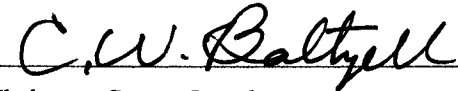
9. Any amount of overpayment or underpayment made during the immediately preceding contract year, determined by the difference between the estimated budget and the actual expenses incurred in said preceding contract year shall be deducted or added to the first payment which is due and payable on November 1, 2016. BRULE'S over payment was \$10,369.28 based upon the previous agreement for services.

**IN WITNESS WHEREOF**, the parties have set their hand this \_\_\_\_ day of June, 2016.

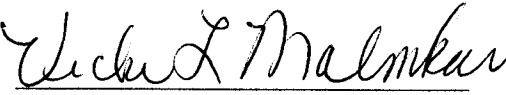
KEITH COUNTY, NEBRASKA

ATTEST

  
Keith County Clerk

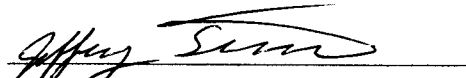
  
Chairman, County Board  
of Commissioners

ATTEST

  
Village Clerk

VILLAGE OF BRULE, NEBRASKA

  
Chair of Village Board

  
Keith County Sheriff