

2020-54

AGREEMENT FOR POLICE SERVICE

This Agreement, made and entered into this 1st day of July, 2020, by and between KEITH COUNTY, NEBRASKA, by and through its County Board of Commissioners, hereinafter referred to as KEITH COUNTY, and the Village of PAXTON, PAXTON, hereinafter referred to as PAXTON in this agreement as follows:

Whereas, PAXTON has requested and desires to enter into an Agreement with KEITH COUNTY for police services to be provided by the Keith County Sheriff, as set forth in Section 19-3801 to 19-3804, R.R.S. 1991.

1. BASIC AGREEMENT: KEITH COUNTY agrees to render certain police services to PAXTON, for which KEITH COUNTY shall be compensated as follows, and agrees, in consideration of PAXTON'S Agreement to pay KEITH COUNTY the agreed price for said police services, to render the following police services to the Village, to-wit:

A. KEITH COUNTY agrees to furnish police services to PAXTON, by the Keith County Sheriff as provided by Sections 19-3801 to 19-3804, R.R.S. 1991.

B. It is agreed by and between KEITH COUNTY and PAXTON that police services shall not be read to include, and the Keith County Deputy Sheriff shall not be responsible for, pick up, transportation, and/or delivery of dogs and cats for PAXTON.

C. It is further agreed by and between KEITH COUNTY AND PAXTON that police services shall not be read to include, and the Keith County Sheriff's Office shall not be responsible for, additional personnel to police special village events, including public or private functions. It is further agreed that if special supplies are desired for the exclusive use of PAXTON, said supplies shall be furnished to the Keith County Deputy Sheriff at the cost of PAXTON.

D. Other than the exception in "B" and "C" above, KEITH COUNTY agrees to enforce village traffic and criminal ordinances.

2. It is agreed by and between KEITH COUNTY and PAXTON that the term of this Agreement shall be from July 1, 2020, to June 30, 2021. 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 PAXTON serves notice upon KEITH COUNTY or KEITH COUNTY serves notice upon PAXTON, of its intention to cancel this Agreement not later than May 1 of any term of this Agreement; the Agreement dates being changed from the previous year to coincide with the fiscal year of KEITH COUNTY.

3. For and in consideration of the police services which KEITH COUNTY is to render unto PAXTON, PAXTON agrees to pay KEITH COUNTY one-half (1/2) of the actual total cost of

providing police services to PAXTON; said payment being delivered to the Keith County Sheriff. The estimated total cost of said police services is **SEVENTY-EIGHT THOUSAND, THREE HUNDRED NINETY-ONE DOLLARS AND NO CENTS, (\$78,391.00)** making PAXTON'S estimated one-half (1/2) share the sum of **THIRTY-NINE THOUSAND, ONE HUNDRED NINETY-FIVE DOLLARS AND FIFTY CENTS, (\$39,195.50)** for the term of July 1, 2020 to June 30, 2021. One-half (1/2) of said sum shall be due and payable on November 1, 2020, and the balance thereof shall be due and payable May 1, 2021.

November payment = (\$19,597.75 Minus over payment \$3,850.49) = \$15,747.26
May payment = \$19,597.75

4. It is agreed by and between the parties to this Agreement that the costs and expense of providing said police services shall be annually negotiated by the parties upon KEITH COUNTY serving notice upon PAXTON of its intention to negotiate not later than May 1 of any term of this Agreement.

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

6. It is agreed by and between KEITH COUNTY and PAXTON that the assigned Keith County Deputy Sheriff's primary responsibility shall be law enforcement in PAXTON, Nebraska; however, as the Keith County Deputy Sheriff is an employee of KEITH 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. The assigned Keith County Deputy Sheriff shall have his residence in PAXTON, Nebraska.

7. It is agreed by and between KEITH COUNTY and PAXTON that each default shall be treated separately and a waiver of one default shall not constitute a waiver of any right arising from any other default.

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

9. This Agreement shall be and become in full force and effect from the 1st day of July 2020 to the

30th day of June, 2021.

10. Any amount of over payment or under payment made during the immediately preceding contract year, determined by the difference between the estimated budget and actual expenses incurred in said preceding contract year, shall be deducted from or added to the first payment which is due and payable on November 1, 2020. The amount of over payment for the immediately preceding contract year is **\$7,700.98**. Paxton's one-half (1/2) share of the amount of over payment is **\$3,850.49**.

IN WITNESS WHEREOF, the parties have set their hand this 17th day of June, 2020.


ATTEST


Amanda K. DeLeon
Keith County Clerk

KEITH COUNTY, NEBRASKA


Chairman, County Board
of Commissioners

ATTEST


Leta Dack
Village Clerk

VILLAGE OF PAXTON, NEBRASKA


Chairman of Village Board


Jeffrey D. Simon 968
Keith County Sheriff