

**ENTERED**

STATE OF NEBRASKA
REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS
FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2012

State Statute Section 13-513 requires any governing body which is a party to an agreement pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act to provide information to the Auditor of Public Accounts regarding such agreements. The information is to be filed with the Auditor of Public Accounts on or before **December 31** of each year.

Smithfield

SUBDIVISION NAME

Gosper

COUNTY

Subdivision Contact Information

Name & Title: Marie Kuck
Mailing Address: 411 Commercial Ave.
City, Zip: Smithfield, NE 68976
Phone Number: 308-785-2705
E-Mail Address:

If your subdivision **WAS** involved in any Agreements during this reporting period, please complete the following page providing the information requested for all Agreements using the directions below:

Column 1: Provide the names of all subdivisions that are part of the Agreement.
Note: You do not need to list your own subdivision.

Column 2: Provide the dates covered by the Agreement. For example, 7/1/11 through 6/30/12, or if not specifically written out in the Agreement indicate N/A.

Column 3: Include a brief description of the purpose of the Agreement.

If your subdivision **WAS NOT** involved in any Agreements for this reporting period, please indicate below.

This subdivision was **NOT** involved in
any Agreements.

☐

This completed form should include the Subdivision Name and County in which it is located at the top of each page. Subdivision Contact Information should also be completed. This contact information will be used for any future correspondence necessary. *This form is required to be submitted by December 31, 2012*, to the Auditor of Public Accounts.

Contact and Submission Information

Deann Haeffner, Assistant Deputy Auditor
Auditor of Public Accounts
P.O. Box 98917, Lincoln, Nebraska 68509-8917
Telephone: (402) 471-2111 **FAX:** (402) 471-3301
To Submit Form - Go to website: www.auditors.nebraska.gov, **Select** Interlocal Agreements
Questions - E-Mail: deann.haeffner@nebraska.gov

DO NOT STAPLE TO BUDGET DOCUMENT.

RECEIVED

AUG - 8 2011

TIME _____
GOSPER CO. SHERIFF

**INTERLOCAL AGREEMENT
BETWEEN THE
COUNTY OF GOSPER
AND
VILLAGE OF SMITHFIELD
FOR LAW ENFORCEMENT SERVICES**

WHEREAS, under the provisions of the Interlocal Cooperation Act, local political subdivisions can contract between themselves for certain services, and further, under the provisions of Sections 19-3801 et seq. R.S. Supp. 1971, any Village may enter into a contract with the County Board of its County for law enforcement services to be provided by the County Sheriff, and

WHEREAS, the parties are desirous of entering into such an Agreement for the County of Gosper to provide law enforcement services to the Village of Smithfield for a period of one year; and

WHEREAS, the County of Gosper has determined that the Village of Smithfield shall pay the sum of \$2,000.00, for the fiscal year 2011-2012.

All payments shall be paid to the Treasurer of Gosper County, not less than quarterly, to be credited to the Law Enforcement Fund in providing law enforcement services to the Village; and

WHEREAS, the County Sheriff and his Deputies shall provide law enforcement services to the Village of Smithfield and shall have the authority, powers and duties of peace officer, duly appointed by said Village.

NOW, THEREFORE, the County of Gosper and Village of Smithfield agree as follows:

1. By this Agreement, the Village of Smithfield shall be deemed to have requested the County of Gosper to provide law enforcement services through the County Sheriff's Office and the County shall be deemed to have agreed to provide such services as hereinafter provided.
2. The Sheriff and his Deputies shall handle, in addition to all his other powers and duties, all the powers and duties of a duly appointed peace officer of said Village, even though there is none presently appointed. It is further agreed that the Sheriff shall have complete authority, discretion and control over the exercise of

these duties. It is further agreed that neither the County Board nor the Village Board shall interfere with the Sheriff in the performance of the duties.

3. Services under this Agreement shall include (1) the enforcement of State Statutes of Nebraska, and the Municipal Ordinances of the Village, which are normally considered to be a law enforcement nature, (2) services of a law enforcement nature normally required by the Village under the State Statutes and Village Ordinances for which the Village may have specific responsibility.
4. Gosper County and its agencies shall assume all responsibility for supplying necessary equipment, materials, supervision, communications and personnel necessary to maintain a proper level of enforcement services. Compensation for employees and provision for such benefits as insurance, Workman's Compensation and other related benefits, shall be the sole responsibility of Gosper County.
5. In all instances where special supplies are needed or desired for the exclusive use of the Village, including, but not limited to, stationary, notices, forms, and the like, they must be issued in the name of the Village and shall be supplied only at Village expense.
6. This Agreement shall be for the term of one year beginning the 1st day of July 2011 and ending the 30th day of June 2012.
7. This Agreement shall be for the term as hereinabove provided and shall be renewed in one year if the Village of Smithfield does not give its intention to cancel their Agreement to the County Board, within 60 days prior to June 30th, 2012 and each anniversary date thereafter.
8. That the Village of Smithfield shall deposit with the Treasurer of Gosper County, such funds as are required in not less than quarterly installments.

ATTEST:


Cynthia E. Brown COUNTY CLERK
Ken D. Moore COUNTY BOARD CHAIR

Mavis Kuck
VILLAGE CLERK

Ann Hagan
VILLAGE BOARD CHAIR