

CALEA CERTIFICATION MANAGER EMPLOYMENT CONTRACT

This Employment Agreement (the "Agreement") is made and entered into as of May 13, 2025 (the "Effective Date"), by and between City of Blair, 218 South 16th Street, Blair, Nebraska 68008 (the "Employer"), and Joe Lager (the "Employee").

WHEREAS, Employer desires to employ Employee as its CALEA Certification Manager using a contract basis, and Employee desires to accept such employment, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. POSITION AND DUTIES

- 1.1. Position. Employer hereby employs Employee as its CALEA Certification Manager, and Employee hereby accepts such employment, subject to the terms and conditions set forth in this Agreement.
- 1.2. Duties. Employee shall be responsible for overseeing and maintaining the company's CALEA certification, including but not limited to:
 - 1.2.1. Coordinating with regulatory authorities to ensure compliance with CALEA standards;
 - 1.2.2. Developing, implementing, and maintaining policies and procedures to maintain CALEA certification;
 - 1.2.3. Training and supervising staff on CALEA-related protocols;
 - 1.2.4. Preparing and submitting all necessary documentation and reports to maintain the company's CALEA certification;
 - 1.2.5. Conducting internal audits to ensure ongoing compliance with CALEA standards;
 - 1.2.6. Staying current with changes in CALEA requirements and industry best practices;
 - 1.2.7. Collaborating with other departments to implement CALEA-compliant technologies and processes; and
 - 1.2.8. Performing such other duties as may be assigned from time to time by Employer, consistent with Employee's position and expertise.
- 1.3. Work Schedule. Employee shall work as mutually agreed upon between Employer and Employee. Employee understands that his schedule will be set each week and may require more hours during various weeks to meet the needs of the Employer.

- 1.4. Reporting. Employee shall report directly to the Chief of Police, who is responsible for overseeing the CALEA certification program. Employee shall provide regular updates on the status of CALEA compliance efforts and any challenges or opportunities related to maintaining certification.

2. TERM AND RENEWAL

- 2.1. Initial Term. The initial term of this Agreement shall be for a period of two (2) years, commencing on the Effective Date and ending on May 12, 2027 (the "Initial Term"), unless earlier terminated in accordance with Section 4 of this Agreement.
- 2.2. Renewal. Upon the expiration of the Initial Term, this Agreement may be renewed for an additional one (1) year term (the "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to as the "Term."

3. COMPENSATION AND BENEFITS

- 3.1. Base Salary. Employer shall pay Employee an annual base salary of Forty-Two Thousand Dollars (\$42,000), to be divided into 26 payments during the fiscal year.
- 3.2. Contract Employee Status. Employee acknowledge and agrees that they are a contract employee of Employer and not an employee of the City of Blair. Employee shall be issued a Form 1099 at the end of each calendar year and shall not be eligible for any employee benefits provided by Employer.

4. TERMINATION

- 4.1. Termination by Either Party. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party.
- 4.2. Termination for Cause. Notwithstanding Section 4.1, Employer may terminate this Agreement immediately for cause, which shall include, but not be limited to: (a) Employee's material breach of this Agreement; (b) Employee's gross negligence or willful misconduct in the performance of duties; (c) Employee's conviction of a felony or any crime involving moral turpitude; or (d) Employee's failure to maintain necessary certifications or qualifications for the position.
- 4.3. Effect of Termination. In the event of termination of this Agreement prior to the end of the Initial Term or any Renewal Term, each party shall be entitled to the compensation earned and benefits accrued up to the effective date of termination. Employee shall promptly return all Employer property, including but not limited to documents, electronic files, equipment, and access credentials.

5. EXPECTATIONS AND PERFORMANCE

- 5.1. Performance Standards. Employee shall perform all duties and responsibilities in a professional, ethical, and diligent manner, and shall comply with all of Employer's policies, procedures, and reasonable directives.
- 5.2. Certification and Qualifications. Employee shall maintain all necessary certifications and qualifications required for the CALEA Certification Manager position, including but not limited to the CALEA Certified Manager certification. Employee shall promptly notify Employer of any changes to such certifications or qualifications and shall take all reasonable steps to maintain and renew such certifications as required.
- 5.3. Objectives and Performance Metrics. Employee shall work closely with the Chief of Police to establish and meet annual goals and objectives for the CALEA certification program, including but not limited to:
 - 5.3.1. Maintaining a 100% compliance rate with CALEA standards;
 - 5.3.2. Implementing at least two process improvements per year to enhance CALEA compliance efficiency;
 - 5.3.3. Conducting quarterly internal audits to ensure ongoing compliance;
 - 5.3.4. Developing and delivering at least four CALEA-related training sessions for staff annually; and
 - 5.3.5. Achieving and maintaining a "Meritorious" status in CALEA assessments, where applicable.
- 5.4. Performance Reviews. Employee shall participate in regular performance reviews, conducted at least annually, to assess progress towards established goals and objectives and to set new targets for the upcoming period.

6. CONFIDENTIALITY AND RESTRICTIVE COVENANTS

- 6.1. Confidential Information. Employee acknowledges that, in the course of employment, Employee will have access to and become familiar with various trade secrets and confidential information belonging to Employer, including but not limited to technical data, customer lists, pricing information, business strategies, and CALEA compliance methodologies (collectively, "Confidential Information"). Employee agrees to maintain the confidentiality of such information and not to disclose or use it, except as necessary to perform Employee's duties, both during and after the term of this Agreement.
- 6.2. Intellectual Property. Employee agrees that all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by Employee or under Employee's direction or jointly with others during Employee's employment by Employer, whether or not during normal working hours or on the premises of Employer, which relate to or result from the actual or anticipated business, work, research or development of Employer or which result, to any extent, from use of Employer's

premises or property (collectively, "Work Product") shall be the sole property of Employer. Employee hereby assigns to Employer all right, title and interest in and to any and all Work Product and agrees to execute any and all documents necessary to perfect such rights.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 7.1. Indemnification. Employer shall indemnify and hold Employee harmless from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or in connection with Employee's performance of duties under this Agreement, except to the extent caused by Employee's gross negligence or willful misconduct.
- 7.2. Limitation of Liability. In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement, regardless of the form of action or theory of recovery, even if advised of the possibility of such damages.

8. GENERAL PROVISIONS

- 8.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any choice of law or conflict of law provisions.
- 8.2. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Blair, Nebraska, and the decision of the arbitrator shall be final and binding on both parties.
- 8.3. Entire Agreement. This Agreement, including any exhibits or schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.
- 8.4. Amendments. This Agreement may be amended or modified only by a written instrument signed by both parties.
- 8.5. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8.6. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

- 8.7. Assignment. Employee may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Employer. Employer may assign this Agreement to any successor or affiliate without Employee's consent.
- 8.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF BLAIR, EMPLOYER

By: _____
PHILIP C. GREEN
CITY ADMINISTRATOR

EMPLOYEE

By: _____
JOSEPH LAGER