CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2010 AGENDA

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Type:</th>
<th>Submitted By:</th>
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<tr>
<td>INTERLOCAL AGREEMENT</td>
<td>RESOLUTION</td>
<td>BOB LAUSTEN</td>
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<td>METRO AREA DRUG TASK FORCE</td>
<td>ORDINANCE</td>
<td>POLICE CHIEF</td>
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SYNOPSIS

A resolution has been prepared to approve an extension to the Interlocal Cooperation Agreement between the City of La Vista and the Metro Drug Task Force Participating Agencies.

FISCAL IMPACT

It is anticipated the police department would be responsible for approximately $2,600 in FY11. Funds have been budgeted in the police department budget to cover the expense.

RECOMMENDATION

Approval

BACKGROUND

In 1998, the La Vista Police Department became a member of the Metro Area Drug Task Force under an Interlocal Cooperation Agreement. The Interlocal Cooperation Agreement was last updated in December of 2004. In past agreements, the La Vista Police Department was not a beneficiary for Task Force grant funding. A meeting of the Task Force Advisory Board was held in June where the Interlocal Cooperation Agreement was reviewed and amended.

The amended Interlocal Agreement adds the La Vista Police Department as an eligible beneficiary for grants funding as part of Task Force. The amended Interlocal Cooperation Agreement limits La Vista’s rent-utility cost at the off-site to no more that 1% of the total projected expenses of $260,000.00 which has not changed from the prior Interlocal Cooperation Agreement. The off-site facility is partially funded by a Nebraska Crime Commission Grant which pays a majority of the total fees.
RESOLUTION NO. ______


WHEREAS, it is the belief of informed law enforcement administrators that the most effective enforcement effort against drug trafficking and related crime in the Omaha/East Central Nebraska Metropolitan area can best be achieved through the cooperative efforts of multi-agency enforcement; and

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, Douglas County, Sarpy County, City of Bellevue, City of Papillon, City of Omaha, Nebraska State Patrol, United States Department of Treasury-Internal Revenue Service, and the United States Department of Justice-FBI & DEA are desirous of and agreeable to an extension of an Interlocal Cooperation Agreement forming a Metropolitan area drug task force;

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Douglas County, Sarpy County, City of Bellevue, City of Papillon, City of Omaha, Nebraska State Patrol, United States Department of Treasury-Internal Revenue Service, and the United States Department of Justice-FBI & DEA.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER, 2010.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APP\City Hall\10 FINAL RESOLUTIONS\10. Interlocal Narcotics task force.docx
INTERLOCAL COOPERATION AGREEMENT

1. It is the present belief of informed law enforcement administrators that the law enforcement effort against crime and drug trafficking in the Omaha/East Central Nebraska Metropolitan area can best be conducted from a centralized multi-agency location.

2. In order for the several hereinafter designated governmental units to make the most efficient use of their powers by enabling them to cooperate with each other, and other governmental agencies, on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors, the following agencies signatory hereto do, under the authority of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801, et seq., hereby extends for five years an Agreement with the following terms and conditions.

3. The purpose of this Agreement is to allow the parties hereto an opportunity to participate in a grant-funded project facilitating the establishment of a joint-work environment as an effort to address the law enforcement needs in the Omaha/East Central Nebraska Metropolitan area. This Agreement neither creates powers above and beyond those granted each agency by federal and state statutes and/or city ordinances, nor does it create a new enforcement authority. Each participating agency shall maintain its own integrity.

4. It is the intention of the contributing agencies to staff a single facility (hereinafter “the facility”) with personnel assigned to narcotics enforcement and related functions, thereby eliminating duplication and inefficiency. Maximum intra-departmental and inter-departmental communication is the expected result.
5. Each participating agency shall retain title to any and all property, resources, and equipment brought into the Agreement by them and upon termination shall remove such property from the facility. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the guidelines of the funding agency then in effect. In the absence of such guidelines, residual assets shall accrue to each participating agency in equal shares.

6. This Agreement shall be effective upon execution by all participating agencies and shall continue in effect for five years unless terminated or extended as herein provided.

7. The Douglas County Sheriff, the City of Omaha Police Department, the Sarpy County Sheriff, the Nebraska State Patrol, the City of Bellevue Police Department, the La Vista Police Department, and the City of Papillion Police Department are beneficiaries and/or obligers as provided in Nebraska Commission on Law Enforcement and Criminal Justice Grant which is incorporated herein by this reference, together with any amendments, extensions, renewals, continuations, subordinate agreements and conditions (herein referenced to as "the Grant").

8. This Agreement hereby establishes an Administrative Board comprised of the chief law enforcement officer of each participating agency or their designee. The Administrative Board shall act by majority vote of its members.

9. Fiscal administration of the Grant and the facility and other activities provided for in this Agreement shall be the responsibility of the Finance Director of the City of Omaha or his/her designee. No tax authorized by NEB. REV. STAT. §§ 13-318 to 13-326 shall be levied, collected, or accounted for under this Agreement.
10. Functional administration, or the day-to-day operation of the facility and activities as provided for in this Agreement, shall be the responsibility of the Police Chief of the City of Omaha.

   a. To assist in paying miscellaneous expenses incurred in the day-to-day operation of the facility and its activities which are not within the rental payments, throughout the term of this Agreement the City of Omaha shall receive One Hundred Dollars ($100.00) per month from each federal agency that is a participating agency.

   b. In addition, if lease payment contributions are made by the participating agencies as described in paragraph No. 12 of this Agreement, the City of Omaha shall receive 1% of such contributions.

11. The Functional Administrator shall be responsible for the general overall operation of the facility. These duties shall include:

   a. Collect and tabulate from each participating agency all statistical information required by the Grant and provide a report of such information to the Administrative Board on at least a quarterly basis.

   b. Monitor the expenditure of federal and matching funds through frequent contact with the Fiscal Administrator.

   c. Maintain proper documentation for grant audit requirements.

   d. Ensure proper maintenance of the facility building, including custodial services.

   e. Provide or cause to be provided such training as deemed appropriate to all assigned personnel.
f. Inventory all grant-provided equipment that is placed within the facility.

g. Such other duties as are necessary to the successful operation of this project.

12. The Fiscal Administrator is authorized to secure by lease (not to exceed five years, exclusive of options to renew) appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this Agreement ("the facility"). It is understood that the annual rental, common area charges and utilities shall not exceed Two Hundred Sixty Thousand Dollars ($260,000.00) and that payments shall be made from funds provided by the Grant or by available funds and proceeds of drug forfeitures. If any such funds are not available, then each agency shall contribute on the following percentage basis to each quarterly lease payment:

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>Douglas County Sheriff</td>
<td>10%</td>
</tr>
<tr>
<td>Nebraska State Patrol</td>
<td>26%</td>
</tr>
<tr>
<td>City of Omaha</td>
<td>56%</td>
</tr>
<tr>
<td>Sarpy County Sheriff</td>
<td>6%</td>
</tr>
<tr>
<td>City of Papillion</td>
<td>1%</td>
</tr>
</tbody>
</table>

Total 101%

Each, participating agency shall be personally responsible for its own telephone communication service including receivers, instruments, wiring and such other materials as are necessary.
13. The percentage contributions stated in paragraph No. 12 are hereby fixed for the term of the lease unless revised in accordance with this Agreement. The Functional Administrator may, with the approval of the Administrative Board, provide for occupancy by additional law enforcement agencies and adjust percentages to reflect such actual usage. Annually during September, the Functional Administrator may, with the approval of the Administrative Board, adjust these percentage contributions to account for changes in the number of agency personnel assigned to the facility, including a decrease due to an agency discontinuing participation under this Agreement.

14. Rent or utilities payable hereunder for any period of time less than one month shall be determined by prorating the monthly percentage herein specified based on the actual number of days in the month. Rent and utilities shall be paid when due to the City of Omaha Finance Director, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, NE 68183.

15. Each participating agency acknowledges the following specified benefits and obligations:

a. The Douglas County Sheriff shall provide a match value of at least three (3) fulltime investigators who shall work in furtherance of this Agreement.

b. The City of Omaha Police Department shall provide two (2) clerical personnel, five (5) police investigators, and one (1) police sergeant who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

c. The Sarpy County Sheriff shall provide one (1) sergeant, who shall be used for match value, and two (2) investigators who shall work in furtherance of
this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

d. The City of Bellevue Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

e. The City of La Vista Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

f. The City of Papillion Police Department shall provide one (1) police officer who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

g. Each participating agency receiving reimbursement for services shall provide to the Fiscal Administrator reports of hours worked in such form as the Fiscal Administrator may designate. The Fiscal Administrator shall disburse earned reimbursement funds quarterly to the appropriate political subdivisions.

16. All participating agencies assigning personnel under this Agreement understand that such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency; shall be compensated by that agency including workers' compensation; shall be defended and indemnified by that agency; and shall be deemed to be acting in the course and scope of employment with that participating agency.
17. Each participating agency acknowledges that the United States Department of Justice, Federal Bureau of Investigation, will provide and maintain a security alarm for the facility at its cost; agrees to abide by all standard and special conditions in the Grant; acknowledges that related federal agencies may occupy space in the facility; and understands that they are committed to pay utilities and maintenance costs as provided herein.

18. Any participating agency may withdraw from this Agreement upon 30 days written notice to all participating agencies upon the affirmative vote of a majority of its members; the Administrative Board may terminate this Agreement at any time during its term. This Agreement may be extended in accordance with applicable law and regulations.

19. Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), the participating agencies shall 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's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. None of the participants are an individual or sole proprietorship. Therefore, none of the participants are subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 - 113.

20. All participants agree that in accordance with the Nebraska Fair Employment
Practice Act, NEB. REV. STAT. § 48-1122 (Reissue 2004) and other federal and local laws, they will not discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. No participant shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
"PARTICIPATING AGENCIES"

UNITED STATES DEPARTMENT OF JUSTICE
Drug Enforcement Administration

__________________________
Special Agent in Charge       Date
Omaha Office
UNITED STATES DEPARTMENT OF TREASURY

Internal Revenue Service

__________________________________________
Special Agent in Charge                      Date

Page 10 of 17
CITY OF OMAHA, NEBRASKA

The City of Omaha

Attest:

Mayor- Jim Suttle  Date

City Clerk- Buster Brown  Date
CITY OF BELLEVUE, NEBRASKA

The City of Bellevue

Attest:

Mayor-Gary Mixan Date

City Clerk-Kay Dammast Date
CITY OF PAPILLION, NEBRASKA

The City of Papillion  

Attest:

Mayor-David Black  

Date

City Clerk-Eliza McCarty  

Date
CITY OF LA VISTA, NEBRASKA

The City of LaVista

Attest:

__________________________    __________________________
Mayor-Douglas Kindig          Date

__________________________    __________________________
City Clerk-Pamela Buethe      Date
SARPY COUNTY, NEBRASKA, SHERIFF

Attest:

<table>
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<tr>
<th>Sheriff-Jeff Davis</th>
<th>Date</th>
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<tr>
<th>County Clerk-Deb Houghtaling</th>
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</table>
EXISTING AGREEMENT 2004

INTERLOCAL COOPERATION AGREEMENT

1. It is the present belief of informed law enforcement administrators that the law enforcement effort against crime and drug trafficking in the Omaha/East Central Nebraska Metropolitan area can best be conducted from a centralized multi-agency location.

2. In order for the several hereinafter designated governmental units to make the most efficient use of their powers by enabling them to cooperate with each other, and other governmental agencies, on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors, the following agencies signatory hereto do, under the authority of the Interlocal Cooperation Act, Neb. Rev. Stat. Sections 13-801 et seq., hereby extend for five years an Agreement with the following terms and conditions.

3. The purpose of this Agreement is to allow the parties hereto an opportunity to participate in a grant project facilitating the establishment of a joint work environment as an effort to address the law enforcement needs in the Omaha/East Central Nebraska Metropolitan area. This Agreement neither creates powers above and beyond those granted each agency by federal and state statutes and/or city ordinances, nor does it create a new enforcement authority. Each participating agency shall maintain its own integrity.

4. It is the intention of the contributing agencies to staff a single facility with personnel assigned to narcotics enforcement and related functions, thereby eliminating duplication and inefficiency. Maximum intra-departmental and inter-departmental communication is the expected result.

5. Each agency shall retain title to any and all property, resources, and equipment brought into the agreement by them and upon termination shall remove such property from the common facility. Any property, resources, or equipment purchased or donated on behalf of the
agencies collectively, shall be disposed of upon termination in accordance with the guidelines of the funding agency then in effect. In the absence of such guidelines, residual assets shall accrue to each agency in equal shares.

6. This extension of the Agreement shall be effective upon execution by all participating agencies and shall continue in effect for five years unless terminated or extended as herein provided.

7. The Douglas County Sheriff, the City of Omaha Police Department, the Sarpy County Sheriff, the Nebraska State Patrol, the City of Bellevue Police Department, and the City of Papillion Police Department are beneficiaries and/or obligors as provided in Nebraska Commission on Law Enforcement and Criminal Justice Grant #98-DA-316, which is incorporated herein by this reference, together with any amendments, extensions, renewals, continuations, subordinate agreements and conditions (herein referred to as "the Grant").

8. It is understood and agreed the officer provided by the La Vista Police Department is funded under a Universal Hiring Grant that is separate and apart from the Grant that funds all other participating law enforcement agencies in the Inter-Local Cooperation Agreement. Consequently, the La Vista Police Department may be subject to different Grant reporting requirements, disbursements, and/or benefits.

9. Fiscal administration of the Grant and the facility and other activities provided for in this Agreement shall be the responsibility of the Finance Director of the City of Omaha or his/her designee. No tax authorized by Neb. Rev. Stat. §§ 13-318 to 13-326 shall be levied, collected, or accounted for under this Agreement.

10. Functional administration, or the day to day operation of the facility and activities as provided for in this Agreement, shall be the responsibility of the Police Chief of the City of
Omaha or a designee whose appointment shall be approved by a majority vote of the Administrative Board.

a. To assist in paying miscellaneous expenses incurred in the day to day operation of the facility and its activities which are not within the rental payments, throughout the term of this Agreement the City of Omaha shall receive one hundred dollars ($100.00) per month from each federal agency that is a Participating Agency under this Agreement.

b. In addition, if lease payment contributions are made by the Participating Agencies as described in paragraph no. 12 of this Agreement, the City of Omaha shall receive 1% of such contributions.

11. The Functional Administrator shall be responsible for the general overall operation of the facility. These duties shall include:

a. Collect and tabulate from each participating agency all statistical information required by the Grant and provide a report of such information to the Administrative Board on at least a quarterly basis.

b. Monitor the expenditure of federal and matching funds through frequent contact with the project fiscal officer.

c. Maintain proper documentation for grant audit requirements.

d. Ensure proper maintenance of the central facility building, including custodial services.

e. Provide or cause to be provided such training as deemed appropriate to all assigned personnel.

f. Inventory all grant-provided equipment that is placed within the central facility.
g. Such other duties as are necessary to the successful operation of this project.

12. The Fiscal Administrator is authorized as quickly as practicable to secure by lease (not to exceed five years, exclusive of options to renew) appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this Agreement (herein referred to as "the facility"). It is understood that the aggregate rental and utilities shall not exceed One Hundred Ninety-Two Thousand Dollars ($192,000.00), and that payments shall be made from funds provided by the Grant or by available funds and proceeds of drug forfeitures. If any such funds are not available, then each agency shall contribute on the following percentage basis to each lease payment:

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<tr>
<td>City of Papillion</td>
<td>1%</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>101.0%</strong></td>
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Each agency shall be personally responsible for its own telephone communication service, including receivers, instruments, wiring and such other materials as are necessary.

13. The percentage contributions stated in paragraph no. 12 are hereby fixed for the term of the lease unless revised in accordance with this Agreement. The Functional Administrator may, with the approval of the Administrative Board, provide for occupancy by additional law enforcement agencies and adjust percentages to reflect such actual usage. Annually during
d. The City of Bellevue Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

e. The City of La Vista Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

f. The City of Papillion Police Department shall provide one (1) police officer who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Administrative Board.

g. Each agency receiving reimbursement for services shall provide to the Fiscal Administrator reports of hours worked in such form as the Fiscal Administrator may designate. The Fiscal Administrator shall disburse earned reimbursement funds quarterly to the appropriate political subdivisions.

17. All agencies assigning personnel under this Agreement understand that such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency, shall be compensated by that agency including workers' compensation, shall be defended and indemnified by that agency, and shall be deemed to be acting in the course and scope of employment with that agency.

18. Each Participating Agency acknowledges that the United States Department of Justice, Federal Bureau of Investigation, will provide and maintain a security alarm for the facility at its cost; agrees to abide by all standard and special conditions in the Grant, acknowledges that related federal agencies may occupy space in the facility, and understands that they are committed to pay utilities and maintenance costs as provided herein.
19. Any Participating Agency may withdraw from this Agreement upon 30 days written notice to all Participating Agencies. Upon the affirmative vote of a majority of its members, the Administrative Board may terminate this Agreement at any time during its term. This Agreement may be extended in accordance with applicable law and regulations.
"PARTICIPATING AGENCIES"

UNITED STATES DEPARTMENT OF JUSTICE

Federal Bureau of Investigation
Special Agent in Charge
Omaha Office

Drug Enforcement Administration
Resident Agent in Charge: Acting ASAC
Omaha Office

UNITED STATES DEPARTMENT OF TREASURY

Internal Revenue Service
Special Agent in Charge
St. Louis Field Office

CITY OF OMAHA, NEBRASKA

ATTEST:

Buster Brown, City Clerk

THE CITY OF OMAHA:

By: Jim Vokal, Acting Mayor
1/27/05

APPROVED AS TO FORM:

CITY OF BELLEVUE, NEBRASKA

DEPUTY CITY ATTORNEY

ATTEST:

City Clerk

THE CITY OF BELLEVUE:

By: Jerry Ryan, Mayor
Addendum to the Inter-Local Cooperation Agreement

By a unanimous vote of representatives present representing law enforcement agencies participating in the attached Inter-local Agreement, it is agreed that the La Vista Police Department will join the Inter-local Agreement, and will become a participating agency thereunder, and participate in a project facilitating the establishment of a joint work environment, as an effort to address the law enforcement needs in the Omaha/East Central Nebraska Metropolitan area.

As a condition of participating in the Inter-local Cooperation Agreement the La Vista Police Department agrees to follow and abide by the rules and regulations and standard operating procedures as promulgated in the Inter-local Cooperation Agreement. The La Vista Police Department also agrees to pay an agreed upon percentage or set amount towards the aggregate rent and utilities of appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this agreement to the extent not paid for by the Grant.

It is understood and agreed the officer provided by the La Vista Police Department is funded under a Universal Hiring Grant that is separate and apart from the Grant that funds all other participating law enforcement agencies in the Inter-local Cooperation Agreement. Consequently, the La Vista Police Department may be subject to different Grant reporting requirements, disbursements and/or benefits.

"PARTICIPATING AGENCIES"

United States Department of Justice

Federal Bureau of Investigation

James Bogner
Special Agent in Charge
Omaha Office

Drug Enforcement Administration

Robert Hartman
Resident Agent in Charge
Omaha Office

United States Department of Treasury

Internal Revenue Service

Richard H. Waterman
Special Agent in Charge
Omaha Office
City of Omaha, Nebraska
City of La Vista, Nebraska

ATTEST:

Rita Ramirez, City Clerk

THE CITY OF LA VISTA

By: Harold Anderson, Mayor

City of Omaha, Nebraska

THE CITY OF OMAHA

By: Hal Daub, Mayor

City of Bellevue, Nebraska

ATTEST:

Buster Brown, City Clerk

THE CITY OF BELLEVUE

By: Jerry Ryan, Mayor

City of Papillion, Nebraska

SARPY COUNTY, NEBRASKA, SHERIFF

ATTEST:

Christine May, City Clerk

CITY OF PAPILLION

By: Donnie Brandt, Mayor

By: Patrick J. Thomas, Sheriff

DOUGLAS COUNTY, NEBRASKA, SHERIFF

ATTEST:

County Clerk

Chair

By: Timothy F. Dunning, Sheriff
NEBRASKA STATE PATROL

ATTEST

[Signature]
Thomas Nesbitt
Superintendent

[Signature]
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM:

[Signature]
APPROVED AS TO FORM:
DEPUTY CITY ATTORNEY