

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 21, 2018 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT: SARPY-DOUGLAS LAW ENFORCEMENT ACADEMY VEHICLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement authorizing the exclusive use of a vehicle provided by Douglas County for the Sarpy-Douglas Law Enforcement Academy Police Training Coordinator.

FISCAL IMPACT

The vehicle will be added to La Vista's list of insured vehicles through Traveler's.

RECOMMENDATION

Approval

BACKGROUND

The La Vista Police Department is one of five law enforcement agencies (La Vista, Papillion, Bellevue, Sarpy and Douglas Sheriff) in the Sarpy-Douglas Law Enforcement Academy (SDLEA) consortium. Each agency has agreed to provide classroom space, instructors and various "in-kind" allowances.

The Douglas County Sheriff has agreed to provide a vehicle for the exclusive use of the Police Training Coordinator. An Interlocal Cooperation Agreement was drafted to outline the terms and conditions of the vehicle. The City's insurance company, Traveler's has reviewed the Agreement and will insure the vehicle on behalf of La Vista. La Vista will be responsible for the insurance coverage and yearly registration fee (approximately \$25).

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY, NEBRASKA.

WHEREAS, the Parties are participating agencies in the Sarpy-Douglas Law Enforcement Academy (hereinafter "SDLEA"), which was formed to facilitate a metro area law enforcement basic training academy for participating agencies; and,

WHEREAS, the viability and success of the SDLEA is dependent upon the shared use of resources between the participating agencies; and,

WHEREAS, the SDLEA requires each participating agency to host various aspects of basic training, equipment and materials must be transported between each agency; and,

WHEREAS, WHEREAS, the DCSO has a vehicle available for such use by the SDLEA Training Coordinator who is an employee of the LVPD; and,

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act").

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Douglas County, Nebraska for the use of a vehicle for the Police Training Coordinator.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of La Vista, Nebraska, on behalf of the La Vista Police Department (hereinafter "LVPD") and Douglas County, Nebraska, on behalf of the Douglas County Sheriff's Office (hereinafter "DCSO"). Each Party is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Parties are participating agencies in the Sarpy-Douglas Law Enforcement Academy (hereinafter "SDLEA"), which was formed to facilitate a metro area law enforcement basic training academy for participating agencies; and,

WHEREAS, the viability and success of the SDLEA is dependent upon the shared use of resources between the participating agencies; and,

WHEREAS, the SDLEA requires each participating agency to host various aspects of basic training, equipment and materials must be transported between each agency; and,

WHEREAS, the DCSO has a vehicle available for such use by the SDLEA Training Coordinator who is an employee of the LVPD; and,

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

- 1) DCSO shall provide a vehicle to LVPD for the exclusive use by LVPD law enforcement personnel for the primary benefit of the SDLEA.
- 2) LVPD shall provide ordinary operating expenses for said vehicle, including but not limited to fuel, regular maintenance, mechanical repairs and physical damage repairs.
- 3) LVPD shall maintain comprehensive automotive liability insurance on said vehicle at all times. Said insurance shall be primary and non-contributory. The policy required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Douglas County and the DCSO shall be named as an additional insured on LVPD's Certificate(s) of Automotive Liability Insurance. LVPD shall provide a certificate of insurance to Douglas County Purchasing before taking possession of said vehicle and upon demand of Douglas County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
Civic Center, 1819 Farnam St.
Omaha NE 68183

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect LVPD or its interests. LVPD is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit LVPD's liability hereunder or to fulfill the indemnification provisions of this Agreement.

4) LVPD shall return said vehicle to the DCSO at the end of its service life, or immediately at the written request of the DCSO.

5) Miscellaneous Provisions:

a. Term and Termination: This Agreement shall be effective for a term of five (5) years beginning on September 1, 2018 and ending August 31, 2023. At the end of the initial five year term, the agreement shall automatically renew for two (2) additional one year terms. This agreement can be terminated by either party for any reason with thirty (30) days written notice to the other party of the intent to terminate.

b. Independent Contractors. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venturer or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own

name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

- c. **Mutual Non-Discrimination Clause.** In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall 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 age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination
- d. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
- e. **Amendments/Modification.** This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- f. **Assignment.** None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
- g. **Waiver.** The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision

will be severed and the remainder of this Agreement will remain in full force and effect.

- i. **Indemnification.** LVPD agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, DCSO, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of LVPD officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive either Party's sovereign immunity. Either Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
- j. **No Third Party Rights.** This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
- k. **Authorized Representatives and Notice.** In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY

County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR CITY OF LA VISTA

Chief of Police
La Vista Police Department
7701 South 96th Street
• La Vista, NE 68128
(402) 331-1582

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

- l. **Unavailability of Funding language:** Due to possible future reductions including but not limited County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event

funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.

- m. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
- n. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.
- o. Public Benefits. With regard to Neb.Rev.Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108-113.
- p. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

Approved as to Form:

DOUGLAS COUNTY, NEBRASKA

Deputy County Attorney

Chris Rodgers, Chair
Board of Commissioners