

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 16, 2024 AGENDA

Subject:	Type:	Submitted By:
MEMORANDUM OF UNDERSTANDING & INTERLOCAL AGREEMENT – OUTDOOR WARNING SIRENS	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	PAM BUETHE – CITY CLERK D.J. BARCAL – ACTING CHIEF OF POLICE

SYNOPSIS

Resolutions have been prepared to approve the execution of a Memorandum Of Understanding (MOU) for operational control of the outdoor warning sirens and the execution of an Interlocal Agreement for improvements to the outdoor warning sirens, both agreements are with Sarpy County.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The Outdoor Warning Siren System in Sarpy County consists of numerous sirens located throughout the county. The system is used to warn those outdoors to take shelter and seek emergency information when a potentially life-threatening hazard is possible, imminent, or occurring. The sirens are owned by various public and private entities but operationally controlled the County. The system is fully functional but has issues and limitations including vulnerability to hacking, lack of status monitoring or reporting capabilities, inability to activate for the specific location of the hazard/threat, some are obsolete and some lack backup power.

Sarpy County has allocated funds from the American Rescue Plan Act (ARPA) to cover 100% of the costs to eliminate these issues and limitations by installing a new control system with redundant backup, upgrade existing sirens for compatibility, replace obsolete sirens, and add battery backup to sirens lacking it currently at an estimated total cost of \$917,000.

The Memorandum of Understanding is to establish a formal understanding between Sarpy County and the City regarding ownership, operational control, repair, and maintenance of the outdoor warning sirens. The City, as the siren owner, relinquishes operational control to the County and the County agrees to operationally control sirens on behalf of the City. The City will maintain ownership and be responsible for all costs associated with operation, repair, and maintenance of the sirens within the city limits of La Vista, which is what we are currently responsible for.

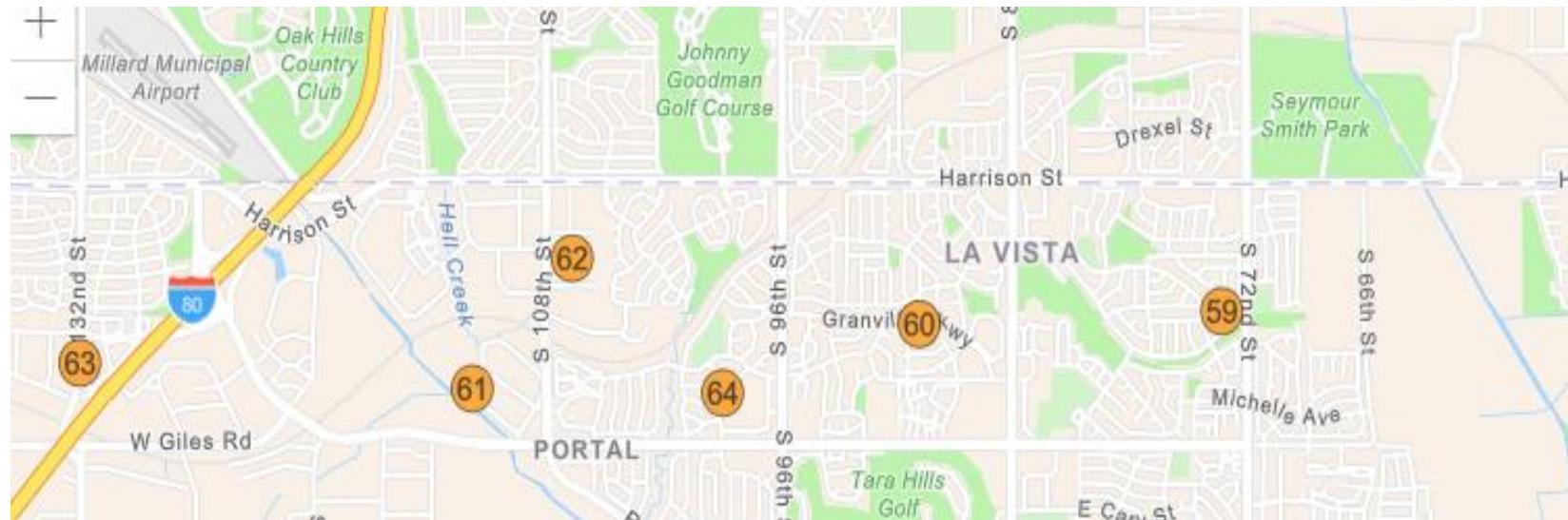
The Interlocal Agreement is necessary for improvements to the outdoor warning siren system for which the County will fund 100% of the cost of improvements to the outdoor warning siren system through previously approved ARPA funds.

Sirens in the City of La Vista

(There is a siren in SID 55 The Meadows and one in SID 172 Centech Business Park which are in our ETJ but are the responsibility of those SIDs)

City	Active	System Owner	Site #	Address 1	Devices	Range	Notes	Address 2
La Vista	Yes	La Vista, NE	59	7311 Lillian Ave	2001-DC, DCFCU, 10a6	4500	120VAC overhead, DC cabinet will need to be replaced to go 2-way. Unable to get inside the cabinet	Apollo Park
La Vista	Yes	La Vista, NE	60	7609 S 89th St	2001-DC, DCFCU, 10a6	4500	02/23/2022 - Unit will need a DCFCTBDU Cabinet. This unit is DC Only	N side of parking lot for Parkview Heights Elementary
La Vista	Yes	La Vista, NE	61	10917 Harry Watanabe Pkwy	2001-DC, DCFCU, 10a6	4500	02/23/2022 - Unit will need a DCFCTBDU Cabinet, Unit is DC only	SW of Yahoo Data Center
La Vista	Yes	La Vista, NE	62	7059 S 107th ST	2T22A-AC, FCU, 10a6	2400	02/23/2022 - This is a 2T22A with a FCU Controller	NW Side of Millard Metal Services
La Vista	Yes	La Vista, NE	64	9911 Idora St	2001-AC, DCFCBU, 10a6	4500	02/23/2022 - Will need upgrade kit and 48vdc charger to go 2-way	Backyard of Residence

Sarpy County Emergency Alert Sirens located in La Vista



- 59 Apollo Park
- 60 Parkview Heights/Granville Parkway
- 61 Harry Andersen & 110th Street
- 62 107th Street & between Gertrude & Olive
- 63 SID – 132nd Street between Chandler & Centech Road (SID responsibility)
- 64 Idora Street & 100th Street

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH SARPY COUNTY FOR OWNERSHIP, OPERATIONAL CONTROL, REPAIR AND MAINTENANCE OF THE CITY OF LA VISTA OUTDOOR WARNING SIRENS.

WHEREAS, the City desires to enter into a Memorandum of Understanding with Sarpy County for ownership, operational control, repair and maintenance of the City's outdoor warning sirens; and

WHEREAS, the Memorandum of Understanding identifies the roles and responsibilities of the parties as they relate to outdoor warning siren operation and maintenance; and

WHEREAS, the City will maintain ownership and be responsible for all costs associated with operation, repair, and maintenance of the sirens within the city limits; and

WHEREAS, the City relinquishes operational control to the County who agrees to operationally control sirens on behalf of the City; and

WHEREAS, the Memorandum of Understanding shall remain in effect from the date of execution until a party chooses to terminate it by giving thirty (30) days written notice.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize execution of a Memorandum of Understanding with the Sarpy County for ownership, operational control, repair and maintenance of the City of La Vista Outdoor warning sirens.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA

This Memorandum of Understanding ("MOU") is entered into by and between the City of La Vista (hereinafter "Siren Owner"), and Sarpy County (hereinafter "County"). The Siren Owner and County may be collectively referred to as the "Parties" or individually as a "Party".

01. **PURPOSE.** The purpose of this MOU is to establish the cooperative relationship between the Parties regarding ownership, operational control, repair and maintenance of outdoor warning sirens (hereinafter "siren").
02. **EFFECTIVE DATE.** This MOU shall be in full force and effect as of the date of execution hereof by the last of the parties hereto (such last date, the "Effective Date").
03. **DURATION/TERMINATION.** The Parties agree that this MOU shall remain in full force and effect until a Party chooses to terminate it by giving thirty (30) days written notice.
04. **SIREN CONTROL.** The Siren Owner agrees to relinquish operational control of its siren(s) to the County. The County agrees to operationally control the siren(s) on behalf of the Siren Owner.
05. **OWNERSHIP.** The Siren Owner shall maintain ownership of the siren(s), pole(s) and all attached components. Furthermore, the Siren Owner shall remain responsible for all costs associated with the operation, repair, and maintenance of their siren(s). No provision of this MOU shall be construed to create any type of joint ownership in any property or create any other rights or liabilities except as expressly set forth herein.
06. **POLICY.** The Parties agree to follow the policies established in the Sarpy County Outdoor Warning Siren Policy Guide (hereinafter "Policy Guide"), the terms of which are incorporated herein by this reference. The Siren Owner will be notified when updates and revisions to the Policy Guide are planned.
07. **INSURANCE AND IDEMNIFICATION.** To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and its agents, officials, and employees, from liabilities, damages, losses, and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, omission, or wrongful conduct of a Party, its agents, officials and employees and other persons employed or utilized by a Party in the performance of the agreed upon services.
08. **GOVERNING LAW.** This MOU shall be governed by and construed under the laws of the State of Nebraska, which shall be the forum for any lawsuits arising from an incident to this MOU.
09. **MODIFICATIONS.** Any additions or modifications to this MOU must be evidenced in writing and signed by both Parties. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed, and the remainder of this MOU will remain in full force and effect.

10. **COOPERATION**. The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this MOU, and the parties hereto shall further perform the applicable provisions of this MOU and the Policy Guide in good faith and with due diligence and in cooperation with other parties. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

Dated this 25th day of April, 2023

SARPY COUNTY, NEBRASKA



SARPY COUNTY BOARD OF COMMISSIONERS

Dated this _____ day of _____, 2024

CITY OF LA VISTA, NEBRASKA

MAYOR, CITY OF LA VISTA



SARPY COUNTY

EMERGENCY MANAGEMENT AGENCY

1210 Golden Gate Dr STE 1310 • Papillion, NE 68046
Phone (402) 593-5785 • www.sarpy.gov/ema

Outdoor Warning Siren System Policy Guide

Date: 01/15/2024

1. Purpose

The purpose of this guide is to establish policies for the Sarpy County Outdoor Warning Siren System (System). Any planned deviation from the policies in this guide must be approved by the Sarpy County Emergency Management Agency (EMA).

2. Overview

The System consists of numerous outdoor warning sirens (sirens) located throughout the county that are wirelessly linked to an integrated control system. The sirens are used to warn those outdoors to take shelter, and then seek emergency information, when a potentially life-threatening hazard is possible, imminent, or occurring.

3. Ownership

The sirens in the System are owned by various public and private entities (Siren Owner) but are operationally controlled by Sarpy County through a memorandum of understanding. The Siren Owner maintains ownership of the siren, pole, and all attached components and is responsible for all costs associated with the operation, repair, and maintenance of the siren. Sarpy County owns the control system and is responsible for all costs associated with its operation, repair, and maintenance.

4. Management

The Sarpy County EMA is responsible for overall management of the System and for maintaining these policies. The Siren Owner shall keep at least one contact (Siren Contact) for their siren on file with the Sarpy County EMA for system coordination and emergencies.

5. Activation

The sirens are activated through the Sarpy County Emergency Communications Center. When activated, the sirens will produce a steady tone for approximately three minutes. There is no *all-clear* siren activation. The sirens may be activated multiple times if additional warnings are issued, or additional hazards emerge. The sirens are activated when:

- The National Weather Service issues a Tornado Warning or a Severe Thunderstorm Warning with the Destructive Damage Threat tag.
- A public safety official reports tornadic activity or destructive winds.
- A dangerous situation occurs which requires the public to immediately seek shelter.

In Gretna and Springfield, the sirens are also activated for fire calls between the hours of 8:00 a.m. and 6:00 p.m. seven days a week. For fire calls, the siren produces a wail tone (alternates high/low sound).

6. Testing

Tests of the System are regularly conducted March through October on the first Wednesday of the month at 11 a.m. The Siren Owner is responsible for ensuring their siren is being monitored during tests to confirm functionality. Tests may be cancelled if severe weather is possible or if temperatures are expected to be too cold. A notification will be sent to the Siren Contacts if a scheduled test is going to be postponed or cancelled, or if a special test is going to be conducted.

7. Placement

The placement of sirens must be coordinated with the Sarpy County EMA. Sirens shall be placed in the public right-of-way, in an elevated area clear of large obstructions, near a road (preferably paved) to allow for servicing, and at a location that provides optimal coverage while avoiding excessive redundancy. A memorandum of understanding between Sarpy County and the Siren Owner shall be in place prior to a siren being added to the System.

8. Configuration

The following table displays the standard siren configuration for the System. Sirens installed prior to the establishment of this policy shall be modified by the Siren Owner to reflect the standard siren configuration when the existing components become obsolete or are in disrepair. Sirens shall be ordered through and installed by a factory trained and authorized Federal Signal service center (Service Center).

#	Model Number	Part Type	Description
1	2001-130	Siren Head (Top of Pole)	130 dB rotating siren
2	DCFCTBDU	Siren Controller	UHF Siren Controller with sensor kit
3	2001TRBP	Transformer Rectifier	Transformer/Rectifier to convert 220/240vac to 48vdc
4	OMNI-15	Antenna	UHF Antenna
5	AMB-P	Antenna Mounting Bracket	Antenna mounting bracket for a pole
6	TK-PO-GALDBPOL1	50' Galvanized Steel Pole	50' Galvanized steel pole with equipment mounting points and wire entrance ports
7	IK-BATT-STD	(4) Standard Batteries	Standard batteries
8	TK-S-CPSYSOP-CU	System Optimization	Factory services to program and test siren after installation

9. Maintenance

The Siren Owner shall have siren batteries replaced as soon as they show signs of diminished performance or at least every five (5) years. The Siren Owner shall ensure that the siren site (a fifteen (15) foot radius around the siren) remains clear of any obstructions that could interfere with the operation of or access to the siren.

10. Repair

Upon receiving a report that a siren is malfunctioning or that components are damaged or missing, the Siren Owner shall take appropriate and timely action to resolve the issue. If the Siren Owner fails to take appropriate and timely action to resolve the issue, the Sarpy County EMA will contract with a Service Center or other service provider to resolve the issue. The County will then bill the Siren Owner for the cost of service or repair plus a ten (10) percent administrative fee.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR IMPROVEMENTS TO THE OUTDOOR WARNING SIREN SYSTEM THROUGH PREVIOUSLY APPROVED AMERICAN RESCUE PLAN ACT (ARPA) FUNDS RECEIVED BY SARPY COUNTY.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City to enter into an interlocal cooperation agreement for the purpose of improvements to the outdoor warning siren system; and

WHEREAS, the City of La Vista desires to collaborate with Sarpy County for the improvements to the city outdoor warning siren system.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County for improvements to the outdoor warning siren system through previously approved American Rescue Plan Act (ARPA) funds received by Sarpy County subject to modifications as the City Administrator deems necessary to maintain the existing level of service in the City and further direct the City Clerk to attest the same.

PASSED AND APPROVED THIS 16TH DAY OF JANUARY, 2024

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made as of the dates indicated at the signatures below by and among the City of La Vista, of Sarpy County, Nebraska (hereinafter referred to as "City") and Sarpy County, State of Nebraska (hereinafter referred to as "County"). (Collectively, City and County are hereinafter sometimes referred to as the "Parties".)

RECITALS

WHEREAS, County is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, City is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decree of the District Court of Sarpy County, Nebraska.

WHEREAS, in order to promote the health, safety, and welfare of the residents of all of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et. seq.*, City and County are authorized to enter into this Agreement with each other to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

WHEREAS, City presently owns and maintains multiple outdoor warning sirens; and,

WHEREAS, through a memorandum of understanding, City agreed to relinquish operational control of its outdoor warning sirens to County, and County agreed to operationally control City's outdoor warning sirens on behalf of City; and,

WHEREAS, County is pursuing an upgrade to the current outdoor warning siren system to include improvements to siren security, functionality, and reliability; and,

WHEREAS, County agrees to fund one-hundred percent (100%) of the cost of such improvements, which will remain owned and maintained by City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, City and County do hereby agree and contract with each other as follows:

1. Outdoor Warning Siren System Improvements. The Outdoor Warning Siren System Improvements (the "Improvements") will include an upgrade to the current outdoor warning siren system and include improvements (upgrades and/or replacements) to sirens currently

owned by City.

2. Actual Total Cost. County agrees to fund the Outdoor Warning Siren System Improvements (including equipment and labor) at 100% of the Actual Total Cost of such improvements.
3. Incorporation of Recitals. The Recitals set out above are hereby incorporated within and part of this Agreement.
4. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.
5. Plans and Design. County will contract with Blue Valley Public Safety for the Outdoor Warning Siren System Improvements which includes construction administration and construction management. City agrees to provide County access to the site(s) and to cooperate with County until completion of the Improvements.
6. Timing of Work. Subject to the conditions and provisions hereinafter specified, County and City agree that the Improvements should be completed by July 1, 2024.
7. Completion. Upon completion of the Improvements, County and City agree that City will continue to own and maintain the outdoor warning siren at its own cost.
8. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that 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 the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.
10. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska. Claims will be brought in the Sarpy County District Court or the United States District Court for the District of Nebraska.
11. Entire Agreement. This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.
12. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

13. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to 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.
14. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
15. Authority. Each Party hereto represents and covenants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.
16. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
18. Assignment. This Agreement shall be binding upon the Parties and their respective successors and assigns. The covenants, warranties and other obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The Parties agree that a Party's obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by such respective heirs, personal representatives, successors and assigns.
19. Indemnification. Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") the other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the

Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party related to or arising out of the terms and requirements of this Agreement.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed on the dates indicated with the signatures below.

Executed by the County of Sarpy, Nebraska, this 25th day of April, 2023.

COUNTY SARPY, NEBRASKA

By: J. Buresh
Chairman



ATTEST:

D. Houghtaling
County Clerk

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

Executed by City of La Vista, of Sarpy County, Nebraska, this ____ day of _____, 2024.

CITY OF LA VISTA, OF SARPY COUNTY, NEBRASKA,

By: _____
Mayor

ATTEST:

Clerk