

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENTS – ♦RESOLUTION I.T. SERVICES, GIS AND PUBLIC SAFETY SOFTWARE	ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to approve the Interlocal Cooperation Agreements with Sarpy County for Information Technology Services, GIS and Public Safety Software.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed agreements.

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating under several Interlocal Cooperation Agreements with Sarpy County for many years. These agreements provide service and support for Information Technology (IT) Services, Geographic Information Systems (GIS), and Public Safety Software. They are set to expire on September 30, 2025. In response, Sarpy and staff propose renewing all three agreements with a uniform start date of October 1, 2025, to ensure consistency and streamlined administration. A summary of the agreements and key changes are provided below.

IT Services Interlocal Agreement

Sarpy County Technology Services delivers IT support to several cities and agencies. The prior agreement relied on a flat annual fee, but the renewal adopts a bill-back model, with the City reimbursing the County for actual staff time, software, and services. It continues to cover core IT functions, including technical support, network and equipment management, security and software services, and programming support. This change creates a fair, transparent cost structure while supporting continued collaboration between the City and the County.

GIS Interlocal Agreement

Sarpy County operates a centralized GIS program that supports County operations and partner agencies. Costs are shared based on parcel counts, with an adjustment covering 25% of the GIS team's salary and benefits. The agreement also outlines annual allocations for NIROC aerial imagery flights from 2026 to 2029 and includes cost recovery for shared software tools like Velocity (snowplow tracking application). Renewing this agreement continues the partnership that delivers quality mapping data, reduces duplication, and enhances public services through shared technology.

Public Safety Software Interlocal Agreement

Sarpy County manages and supports public safety software and hosted systems that are jointly used by the County and several cities. Costs are shared through software licensing, sworn personnel counts, and equal distribution of shared services. Renewal of the agreement enables the County and cities to continue using a common platform for law enforcement, fire, and emergency response, improving system integration, interoperability among first responders, and ensures cost-effective access to critical technology.

Sarpy County continues to deliver exceptional service and support to our staff, first responders, computer systems, software, and network, enabling the City to provide outstanding service to its citizens. For this reason, we recommend approval of these three agreements.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF INTERLOCAL COOPERATION AGREEMENTS WITH SARPY COUNTY FOR INFORMATION TECHNOLOGY SERVICES, GIS AND PUBLIC SAFETY SOFTWARE.

WHEREAS, the City has been operating under an Interlocal Agreement with Sarpy Information Systems for the provision of Information Technology services, GIS and Public Safety Software; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed agreements; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, approve the interlocal agreements between Sarpy County and the City of La Vista regarding Information Technology Services, GIS and Public Safety Software.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

Interlocal Agreement for I.T. Services for the City of La Vista

Commencing October 1, 2025, Ending September 30, 2028

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of La Vista, located in Sarpy County, State of Nebraska, (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*, Reissue 2012.

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Technology Services Department and to fairly compensate the County for the expense of the said service; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to 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 local communities

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE ANDFOREGOING, IT IS AGREED:

A. Duties of City:

1. As to the service provided and detailed in Attachment "A" the City Shall pay to the County an hourly rate for technology support and programming services. Reimbursement for work shall be paid quarterly (every 3 months). Sarpy County will send quarterly invoices to the City's designated billing contact(s). The hourly compensation due from the City to the County shall increase by 4% on an annual basis beginning on October 1, 2026. The hourly rate will be subject to review at the conclusion of the initial three-year agreement period. Should there be any changes to the percentage of increase or amount of the hourly rate, both parties will be required to sign an amended agreement. The

County shall provide to the City monthly reports detailing the services described on Attachment "A" that were provided by the County in the preceding month and the time (in 15-minute increments) spent by the County in performing said services.

2. As to the software, services, and maintenance provided and detailed in Attachment "B" the City shall compensate the County in accordance with the consumption. Reimbursement for the software, services, and maintenance shall be paid quarterly (every 3 months). The amount will be based on the true, actual costs. These costs may fluctuate based on vendor price changes and consumption. The County will send a quarterly invoice and breakdown of the software, services, and maintenance costs. This will include quantities, user and device listings.
3. In the event the City does not have an adopted and approved Information Security Policy, City staff and employees using the services provided by the County pursuant to this Agreement will comply with the Sarpy County Information Security Policy. The City acknowledges receipt of the current County Information Security Policy, and that said policy is subject to change from time to time at the County's sole discretion. The County will notify the City of changes and provide an updated copy of the said policy. All Information Security Policies the City has adopted will be shared with SCTS and take precedence over the County's policies.
4. In the event this Agreement is terminated prior to the end of its term, City's obligation to pay County shall be limited to (a) the compensation for services rendered up to and including the effective date of termination for the services described in Section A.1. above, and (b) an amount prorated for that portion of the contract term in which the contract is effective for the services described in Section A.2. above.
5. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the

County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater at the next quarterly invoice. The County may utilize vendor accounts set up by City to purchase replacement parts as required. The County must obtain authorization from the City's IT Manager or their designee before making such purchases.

6. City will grant to County such access to the City facilities and network resources as needed for the County to perform its duties as described herein.
7. The City will immediately notify Sarpy County Technology Services if the passwords maintained by the County have been accessed by City staff. The City acknowledges accessing the passwords reduces the County's ability to maintain the integrity of the City's systems.

B. **Duties of County:** County will, in consideration of the above:

1. Provide certain services to City, as further outlined in the Statement of Work and Service Level Agreement, Attachment "A".
2. Provide use of certain software to City, as further outlined in the Software, Services & Maintenance, Attachment "B".
3. Keep all City data and information confidential.
4. Maintain Cyber Security Insurance in the amount of two million dollars (\$2,000,000), or maximum allowable amount by the County's carrier. In the event of a change in premium or coverage, the County will notify the City.
5. Provide all administrative passwords via a secure share upon request of the City. Any break glass (emergency) accounts will be stored in a sealed envelope and shared with the City. The City will be notified when the County changes administrative passwords.

C. **Compliance With Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.

D. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

E. **Term of Agreement and Changes Hereto:** This Agreement may be terminated by either party upon 120 days' notice. Unless previously terminated as provided for herein, this Agreement shall be in full force and effect for a period of three years. After such three-year period, the contract shall automatically renew for successive one-year periods unless terminated as otherwise provided. This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

COUNTY:

CITY:

Sarpy County Chair
1210 Golden Gate Drive
Papillion, NE 68046
City of La Vista, Nebraska:

La Vista City Clerk
8116 Park View Blvd.
La Vista, NE 68128

F. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

G. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

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Sarpy County Technology Services Statement of Work and Service Level Agreement

Section I: Technical Support Information

County Workdays (normal working hours)

Sarpy County Technology Services (SCTS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is staffed between the hours of 7:30 a.m. and 4:45 p.m. Central Time (CT) on all County workdays. County Holidays are defined below; any holiday that falls on Saturday will be observed on the preceding Friday, and any holiday that falls on Sunday will be observed on the following Monday. Holidays may be changed annually without notification and will be kept current on Sarpy County's website at <https://www.sarpy.gov/238/Holiday-Schedule>.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

County Holidays that do not coincide with City Holidays Support

SCTS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCTS will try to resolve any non-urgent (level 3 and 4 on Service Impact Chart, Appendix #1) issues via phone and provide on-site service on urgent issues (level 1 and 2 on Service Impact Chart, Appendix #1).

Weekend and after Normal Working Hours Support

SCTS will provide support on weekends and after normal working hours (see County Workdays above). Support requests that fall outside of the normal working hours will be billed at an overtime rate of 1.5 times the hourly rate. Planned maintenance and upgrades outside business hours will be billed at the regular rate. SCTS will try to resolve any non-urgent (level 3 and 4 on Service Impact Chart, Appendix #1) issues via phone and provide on-site service on urgent (level 1 and 2 on Service Impact Chart, Appendix #1) issues. SCTS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

Support Response Time

SCTS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCTS will follow the timelines established in Appendix #1, Service Impact chart, or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

Support Reporting

SCTS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City contact(s) by the 10th day of the following month the report is for. SCTS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCTS.

Service Outages

SCTS strives to prevent unplanned service outages, but interruptions may occur due to factors beyond our control. In such cases, SCTS will work promptly to restore service to the City.

Section II: Technical Equipment Inventory

SCTS will maintain an inventory of all technical equipment with a valuation of \$500 and above for the City. SCTS will also affix City provided asset tags.

Workstations, laptops, and server inventory information maintained by SCTS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCTS will be specific by device type but will be similar to what is kept for workstations (above).

SCTS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

SCTS will decommission and surplus outdated equipment, ensuring proper recycling and disposal in line with the IT Security Policy and industry best practices

Section III: Technical Equipment Diagnosis and Repair

Workstations, laptops, notebooks, and servers

Warrantied items

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. The City is responsible for any shipping costs associated with the replacement part(s).

Non-Warrantied items

- Provide diagnosis and provide City with estimate to repair/replace.
Order and repair/replace item. The City is responsible for any costs associated with the replacement item.

Printers, plotters, and scanners

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Network Equipment

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Other technical Equipment

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Section IV: Technical Training

Upon request, SCTS can provide technical training for City employees, which may incur additional costs.

Sarpy County has access to online technical training via a third party on a wide range of subjects, from IT to personal development and design, offering flexibility for learners to study at their own pace.

Sarpy County also has a training room with nine workstations that can be reserved to accommodate special training needs or requests.

Section V: Consulting

SCTS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCTS will attempt to provide the same individual(s) to ensure cohesion on projects.

Section VI: Software and Services

SCTS provides software and services for City staff and City computers for purposes of productivity, security and inventorying. The City shall compensate the County based on the usage of these resources. Items covered are detailed in Attachment "B".

Section VII: Budget Recommendations

If requested, SCTS staff will provide the City each calendar year (on March 1 or agreed upon date), a detailed assessment of the current technology equipment and make recommendation(s) to meet the City's goals for the next budget cycle.

Section VIII: Miscellaneous

It is the goal of SCTS to provide the City with the best possible technical support. SCTS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCTS will provide quotes through various sources to provide the City with the best possible pricing. SCTS will maintain an accurate network diagram for the City (if applicable).

Section IX: Programming Services

Programming Services will be conducted under this agreement. However, projects estimated by SCTS to exceed 40 hours will require a written request to SCTS. SCTS will review the work request and assess feasibility based on project size, due date, and current workloads. Feasibility and estimated cost/timeline will be communicated within five (5) business days. SCTS will perform the work upon receiving written authorization. SCTS will include the billing for such services as part of the quarterly invoices. The hourly rate from Section X (Programming) will be applied whenever Programming services are utilized.

Section X: Current billable hourly rate

Effective Date	Hourly Rate (Technical Support)	Hourly Rate (Programming)
October 1, 2025	\$140.00	\$170.00
October 1, 2026	\$145.60	\$176.80
October 1, 2027	\$152.42	\$183.87
October 1, 2028, and each subsequent year after	4% increase on prior year hourly rate	4% increase on prior year hourly rate

Support requests that fall outside of the normal working hours will be billed at an overtime rate of 1.5 times the hourly rate.

Service Level Agreement: Service Impact

Appendix #1

Impact	Priority	Response Time Weekdays 7:30am – 4:45pm	Response Time Weekdays 4:45pm – 7:30am Holidays/Weekends
Service not available (all users and functions unavailable. Ex: Server down)	1	Remote within 1 hour On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Remote within 2 hours On-Site within 4 hours	Remote within 4 hours On-Site within 8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Remote within 4 hours On-Site within 8 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected)	4	Remote within 24 hours On-Site within 48 hours	Remote within 24 hours On-Site within 72 hours

ATTACHMENT "B"

Sarpy County provides various software and services that are required per user. These products may, or may not, be directly accessible to the user. Below is a generic list of the items that are in place.

Item Description

Device Management

Password Recovery

Remote Viewer/Management

Security Awareness/Training

Any other software as agreed on by both parties

GIS INTERLOCAL AGREEMENT

This GIS Interlocal Agreement (this "Agreement") is made and entered into on the 1st day of October, 2025, by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of La Vista, Nebraska ("La Vista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), County of Sarpy, Nebraska, a body politic and corporate ("Sarpy"), and the Papio Missouri River Natural Resource District ("P-MRNRD"), (collectively the "Parties"; each individually a "Party").

WHEREAS:

- (A) The Parties hereto engage in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc.; and,
- (B) The Parties have previously cooperated in the development and implementation of a Geographic Information System ("GIS"); and,
- (C) Each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and,
- (D) Each Party understands that the development, operation and maintenance of the GIS will require a long-term commitment from the Parties; and,
- (E) Additional enhancements to the GIS will be determined by the financial considerations of all Parties to this Agreement.

NOW, THEREFORE, in consideration of the recitals made above and in further consideration of the promises and agreements that follow,
IT IS AGREED among the Parties as follows:

1. **DEFINITIONS.** The following definitions apply to this Agreement:

- 1.1 **BASE MAP.** That part of the GIS containing the property, land records, and transportation geospatial datasets within Sarpy County.
- 1.2 **CONTRACTOR.** Has the meaning set forth in Section 3.1.

1.3 EQUIPMENT. The equipment and software which is the subject of this Agreement, to-wit: GIS related equipment and software.

1.4 FACILITIES. The GIS and Equipment housed in the Sarpy County Courthouse procured, engineered, owned, constructed, and operated and maintained pursuant to this Agreement by Sarpy, including all real and personal property.

1.5 GIS. Geographic Information System.

1.6 RFP. Request for Proposal.

1.7 SHARE. Cost amount accorded to each individual party based upon a pro rata distribution.

1.8 WITHDRAWN PARTY. Any Party to the agreement which chooses to exercise its right to withdraw from the obligations and benefits of this agreement.

2. SCOPE OF SERVICES PROVIDED. This Agreement describes the duties and obligations of the Parties in the development and maintenance of a GIS system and the allocation of the costs for said activities.

2.1 Each of the Cities, the P-MRNRD and Sarpy acknowledges that it is receiving or will be receiving a GIS Base Map and agrees to cooperate with the County in the development, implementation and maintenance of the system upon the terms and conditions established herein.

3. ACQUISITION AND PURCHASE.

3.1 Subject to the provisions of this Agreement, each City and P-MRNRD hereby designates Sarpy, and Sarpy agrees to serve, as its respective Equipment acquisition agent for the purposes of this Agreement. Upon the acquisition of any Equipment under this agreement, each Party's cost, as applicable, under this Agreement shall be upon the terms, conditions and cost as evidenced by the successful bidder's proposal.

3.2 Sarpy will take all steps reasonably necessary for the functioning and operation of the GIS.

3.3 For the purposes of this Agreement, the pro rata GIS cost sharing per Party is based upon the average of following:

3.3.1 For each Party, the number of parcels within the corporate/county limits compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.2 For each Party, the number of parcels within the extraterritorial (zoning) jurisdiction compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.3 The average of the number produced by the application of 3.3.1 and 3.3.2, rounded to the nearest 1/10 of a percent shall be each Party's pro rata share. The cost sharing formula and cost shares are displayed in Exhibit A.

3.3.4 The cost share of the GIS operations shall be re-evaluated annually, and each Party's proportionate share of such acquisition costs shall be determined as of July 1 of each year, following the mechanism for pro rata division as outlined in Sections 3.3.1, 3.3.2, and 3.3.3.

3.4 The number of land parcels in each Party's jurisdiction, and thus the resulting cost Share, is hereby based upon the parcel data and city limits/jurisdictional boundaries as they exist January 1st of each year in the agreement.

3.5 The operational expenses will reflect 25% of the salary and benefit budget for Sarpy County GIS. The operational expenses will be updated annually as of July 1.

3.6 Should the P-MRNRD contribute to the operational expenses, their contribution will be subtracted from the total operational expenses amount for the fiscal year. The shares for the cities will then decrease proportionally each year the P-MRNRD participates.

3.7 The total cost of the Nebraska-Iowa Regional Orthophoto Consortium (NIROC) imagery acquisition will be averaged over the full term of the multi-year NIROC agreement, resulting in equal annual payments. Each party will be responsible for a proportionate share of these annual costs, determined as of July 1 each year, based on the percentage of sectors within their jurisdiction, as outlined in Exhibit B. Sector allocations will be reviewed and updated annually to reflect any jurisdictional changes.

3.8 Sarpy will send an invoice to each Party for the amount of its respective Share by September 1st of each year, as outlined in Exhibit D – GIS Interlocal Total Cost Shares. Each Party shall pay the amount of its respective Share within forty-five (45) days after receipt of an invoice therefore.

3.9 Should a Party fail to timely pay its Share, Sarpy may terminate services upon forty-five (45) days written notice by Sarpy to the non-paying Party.

4. SHARED SOFTWARE. ArcGIS Velocity Subscription

4.1 The Parties agree to jointly fund the ArcGIS Velocity subscription to enhance real-time data processing capabilities within the GIS infrastructure.

4.2 The annual cost for the ArcGIS Velocity license shall be split evenly among the participating agencies. The cost sharing formula and cost shares are displayed in Exhibit C.

4.3 Each agency shall be invoiced for their equal share by Sarpy County no later than September 1st of each year, and payment shall be due within forty-five (45) days of receipt.

4.4 Non-participating Parties shall not be responsible for any portion of the ArcGIS Velocity subscription cost.

4.5 The cost-sharing arrangement for ArcGIS Velocity shall be reviewed annually, and any proposed changes shall require written agreement of the participating agencies.

4.6 ArcGIS Velocity participating agencies include:

- City of Papillion, Nebraska
- City of Bellevue, Nebraska
- City of La Vista, Nebraska
- County of Sarpy, Nebraska

5. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

5.1 Provide facilities and staff in the Sarpy County Courthouse or other similar space and install and operate the GIS;

5.2 Maintain, keep and determine that the facilities, Base Map and Equipment are current and functional to deliver GIS services;

5.3 Maintain, keep and determine that Sarpy Technology Services personnel and/or GIS related personnel are currently trained and provide such upgrades and retraining as necessary to competently and adequately deliver GIS services;

5.4 Collect, account for and safeguard all GIS related funds;

5.5 Provide each Party with access to and a report of the financial acts and doings as such relate to revenues and expenses relating to the GIS;

5.6 Provide each Party with access to the GIS;

5.7 Provide each Party with all records or data necessary to develop and maintain databases for the GIS;

5.8 Continue to control and furnish the operation of GIS services during the term of this Agreement in accord with sound public service standards and standard operating procedures; and

5.9 Maintain such types, kinds, and amounts of insurance to ensure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each Party and their governing body harmless from loss or expense resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE PARTIES. To carry out the faithful performance of this Agreement, each Party agrees at its cost to:

6.1 Maintain, keep and determine that its facilities, property, and Equipment are reasonably current and functional to operate GIS services as applicable.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to operate GIS services as applicable.

6.3 Provide Sarpy County GIS personnel or contracted agency with all records or data necessary to develop and maintain databases for the GIS.

7. GOVERNING LAW. The governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation and effect of this Agreement. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of legislation, such legislative provisions shall prevail, and this Agreement shall be construed to the end that it be and become in conformity to such legislation.

7.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

8. COMMENCEMENT DATE. This Agreement begins upon execution by all Parties by October 1st, 2025.

9. TERM. This Agreement begins upon its execution by all Parties and shall terminate September 30th, 2029. In the event a Party becomes a Withdrawn Party, this Agreement will continue with the continuing Parties.

10. AUTHORITY TO CONTRACT. Each Party acknowledges and declares that the relationship created herein is that of independent contractor.

10.1 Each Party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into this Agreement, found at Neb. Rev. Stat. §13-801 et. Seq.

11. ENTIRETY AND AMENDMENTS. This agreement supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. This Agreement contains the entire agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no further agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by all of the Parties hereto.

12. TERMINATION OR WITHDRAWAL. Each Party will faithfully attempt to provide its respective GIS service functions continuously and without termination.

12.1 In the event that Sarpy intends to so withdraw, it shall provide a one (1) year advance withdrawal notice to the Cities and P-MRNRD whereby its service area users will have the opportunity to select a new GIS service provider.

12.2 Notwithstanding anything in this Agreement to the contrary, any Party may Withdraw from the Agreement ("Withdrawn Party") without further obligation and such Withdrawn Party shall have absolute right to access and possess copies of any and all work, data and other information generated in connection with establishing and creating the Base Map, including, but not limited to, computer programs and models.

12.3 In the event a Party becomes a Withdrawn Party, any and all additions, deletions, modifications, upgrades, and/or other alterations made to the Base Map, or any portion of a Party's geospatial land database, by the Withdrawn Party shall be made available to all other Parties.

12.4 In the event a Party becomes a Withdrawn Party, the cost share of the withdrawn party will be reallocated amongst the remaining parties the following year, in the same manner as described in 3.3 above.

12.5 In the event a Party becomes a Withdrawn Party, any remaining outstanding Aerial Photography Shares for the term of agreement will be due.

13. ASSIGNMENT. Assignment or substitution by assignment or substitution by termination in 12 above by Sarpy shall not be allowed without prior written consent of each City and P-MNRD. Written consent is only effective when the terms of paragraph 12 above are followed.

14. AUTHORITY TO ACT. Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinances(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

15. NOTICE AND CONTACT PERSON. Except as otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by e-mail, certified or registered mail, postage prepaid, return receipt requested. Provided that all notices and other communications sent by e-mail shall not be effective unless followed up the same day by registered mail, postage prepaid, return receipt requested. The addresses of the Parties are as follows:

If to Gretna:

City of Gretna
Attn: **Paula Dennison**
City Administrator
Telephone: **(402) 332-3336 x 1204**
E-Mail: paula@cityofgretna.com

If to Papillion:

City of Papillion
Attn: **Amber Powers**
City Administrator
Telephone: **(402) 597-2000**
E-Mail: apowers@papillion.org

If to Bellevue:

City of Bellevue
Attn: **Jim Ristow**
City Administrator
1500 Wall St
Bellevue, Nebraska 68005
Telephone: **(402) 293-3021**
E-Mail: jim.ristow@bellevue.net

If to La Vista:

City of La Vista
Attn: **Rachel Carl**
City Clerk

Telephone: (402) 331-4343
E-Mail: rcarl@cityoflavista.org

If to Springfield:

City of Springfield
Attn: Kathleen Gottsch
City Administrator
Telephone: (402) 253-2204
Facsimile: (402) 253-2204
E-Mail: kathleen@springfieldne.org

If to Sarpy:

Sarpy County
Attn: Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895
Telephone: (402) 593-5915
Facsimile: (402) 593-4360
E-Mail: clerk@sarpy.com

If to P-MRNRD:

Papio-Missouri River Natural Resources District
Attn: John Winkler
General Manager
8901 South 154th Street
Omaha, Nebraska 68138
Telephone: (402) 444-6222
Facsimile: (402) 895-6543
E-Mail: jwinkler@papionrd.org

16. 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.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of each individual Party, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first written above.

Executed by Sarpy County this _____ day of _____, 2025.

Attest:

SARPY COUNTY, NEBRASKA,
A Political Subdivision.

Sarpy County Clerk

Chairperson, Board of Commissioners

Approved as to form:

Deputy Sarpy County Attorney

Executed by the City of Bellevue this _____ day of _____, 2025.

Attest:

CITY OF BELLEVUE,
Nebraska.

Bellevue City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Gretna this _____ day of _____, 2025.

Attest: CITY OF GRETNA,
Nebraska.

Gretna City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of La Vista this _____ day of _____, 2025.

Attest:

CITY OF LA VISTA,
Nebraska.

La Vista City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Papillion this _____ day of _____, 2025.

Attest:

CITY OF PAPILLION,
Nebraska.

Papillion City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the City of Springfield this _____ day of _____, 2025.

Attest:

CITY OF SPRINGFIELD,
Nebraska.

Springfield City Clerk

Mayor

Approved as to form:

City Attorney/Assistant

Executed by the Papio-Missouri River Natural Resources District this _____ day of
_____, 2025.

Attest:

PATIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT

Secretary

Chairman, Board of Directors

Exhibit A - GIS Interlocal Funding Breakdown FY2026

Operations Cost Shares

Member	# Parcels in Limits	% Parcels in Limits	# Parcels within Jursidiction	% Parcels in Zoning Jursidiction	Total %
Bellevue	21322	55.4%	25523	38.4%	46.9%
Gretna	3269	8.5%	12762	19.2%	13.9%
La Vista	4834	12.6%	7928	11.9%	12.3%
Papillion	8348	21.7%	19076	28.7%	25.2%
Springfield	711	1.8%	1091	1.6%	1.7%
	38484		66380		

*Calculated 4/17/2025 using parcel point data from 1/1/2025

**County's 'Parcels in Limits' count includes all parcels within county boundary

Exhibit B - NIROC Oblique & Ortho Projects - Annual Cost per year for 4 years
Aerial Photography Cost Shares - 2026 to 2029

Total Project Cost:	# Sectors	Cost	Per Sector Cost
	279	\$294,345	\$1,055

NIROC Funding Breakdown:

Jurisdiction	Sectors	\$/Sector	Extended	Annual (for 4 years)	% Total	Sum
Bellevue	48	\$1,055	\$50,640.00	\$12,660.00	17.2%	\$15,429.38
Bellevue 50/50	21	\$528	\$11,077.50	\$2,769.38	3.8%	21.0%
Gretna	29	\$1,055	\$30,595.00	\$7,648.75	10.4%	\$11,473.13
Gretna 50/50	29	\$528	\$15,297.50	\$3,824.38	5.2%	15.6%
La Vista	14	\$1,055	\$14,770.00	\$3,692.50	5.0%	\$4,351.88
La Vista 50/50	5	\$528	\$2,637.50	\$659.38	0.9%	5.9%
Papillion	35	\$1,055	\$36,925.00	\$9,231.25	12.5%	\$12,396.25
Papillion 50/50	24	\$528	\$12,660.00	\$3,165.00	4.3%	16.8%
Springfield	8	\$1,055	\$8,440.00	\$2,110.00	2.9%	\$3,560.63
Springfield 50/50	11	\$528	\$5,802.50	\$1,450.63	2.0%	4.8%
Sarpy 50/50	90	\$528	\$47,475.00	\$11,868.75	16.1%	\$26,375.00
Sarpy	55	\$1,055	\$58,025.00	\$14,506.25	19.7%	35.8%
			\$294,345.00	\$73,586.25	100.0%	

Note(s):

1. Based on Pictometry flight sector grid
2. City is responsible for sectors within corporate limits
3. City/county split costs for those sectors in municipal ETJ
4. County is responsible for sectors outside ETJ
5. Countywide 3" color obliques and orthos 4 band included
6. The cost in yellow reflects the total project costs of the current NIROC agreement.
7. The annual amount for each city is their share of the total project cost averaged over 4 years.

Update Information: Calculated 4/17/2025 using parcel point data from 1/1/2025

Exhibit C - ArcGIS Velocity Shared License Costs FY2026

Member	Share Percentage	Software Package
		Velocity
Sarpy	25.0%	\$11,250
Bellevue	25.0%	\$11,250
La Vista	25.0%	\$11,250
Papillion	25.0%	\$11,250
TOTAL		\$45,000

Software Package FY26 Cost
Velocity \$45,000

Exhibit D - GIS Interlocal Total Cost Shares FY2026

Member	Annual Cost Shares FY26 for Cities				Total Cost Share FY26
	Operations Share*	FY26	Aerial Photo Share	Velocity Share	
Bellevue	46.9%	\$53,246	\$15,429	\$11,250	\$79,926
Gretna	13.9%	\$15,726	\$11,473	\$0	\$27,199
La Vista	12.3%	\$13,902	\$4,352	\$11,250	\$29,504
Papillion	25.2%	\$28,610	\$12,396	\$11,250	\$52,256
Springfield	1.7%	\$1,981	\$3,561	\$0	\$5,541
TOTAL		\$113,465	\$47,211	\$33,750	\$194,426

* Total operations contributions reflects 25% of the GIS team employee compensation, Sarpy County has responsibility for the remaining 75%.

** Operations & aerial photo shares updated 4/17/2025 using parcel, city limits, & ETJ data from 1/1/2025

INTERLOCAL COOPERATION AGREEMENT

Interlocal Agreement for Public Safety Software Commencing October 1, 2025

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County") and City of _____, located in Sarpy County, State of Nebraska (hereinafter "City"), pursuant to the authority granted to the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Technology Services Department and to fairly compensate the County for the expense of said services; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. **Duties of County:** County shall, in consideration of the terms of this Agreement:
 - a. Provide certain Public Safety Software to the City, as further outlined in the Statement of Works and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A."
 - b. Maintain Cyber Security Insurance in the amount of two million dollars (\$2,000,000), or maximum allowable amount by the County's carrier. In the event of a change in premium or coverage, the County will notify the City no later than July of any calendar year.
- B. **Duties of City:** City shall, in consideration of the terms of this Agreement:
 - a. The Public Safety software rates shall be determined on May 1 of each year by dividing the total number of City's then fiscally authorized sworn law enforcement personnel by the total number of then fiscally authorized sworn law enforcement personnel of the City of Bellevue, City of Papillion, City of La Vista, and Sarpy County, as well as by actual usage of license and storage. Each fiscal year or the agreement, each agency shall provide the number of authorized sworn law enforcement personnel for budgeting purposes.
 - b. Payments shall be made to reimburse the County for payment for the City share.
 - c. Any hosted service costs will be billed quarterly.

- d. City will grant to County such access to City's facilities and network resources as needed for County to perform its duties as described herein.
- C. **Exclusion of Other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.
- D. **Compliance with Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.
- E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.
- F. **Entire Agreement:** This instrument and its incorporated attachments contain the entire Agreement of the parties.
- G. **Term of Agreement:** This Agreement is effective from October 1, 2025, through September 30, 2028, but may be terminated by either party upon 120 days' notice. After such three-year period, the contract shall automatically renew for successive one-year periods unless terminated as otherwise provided. In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in subsection B above.
- H. **Amendments:** This Agreement states the complete understanding of the parties and may not be amended except by written agreement of the parties.
- I. **Notice:** Notice to parties shall be given in writing to the individuals shown below:

COUNTY: Ms. Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

CITY: Rachel Carl
La Vista City Clerk
8116 Park View Blvd.
La Vista, NE 68128

J. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

K. **Neither Party Agent for the Other:** Each party declares, represents, warrants, and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

L. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. §4-114 *et seq.*, each Party 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 authority 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 State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

M. **Non-Discrimination:** Pursuant to Neb. Rev. Stat. §73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

[Remainder of this page intentionally left blank]

EXECUTED this _____ day of _____, 2025.

CITY OF _____, NEBRASKA,
A Body Politic and Corporate.

Mayor

(SEAL)
ATTEST:

City Clerk

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

Chairman, Board of Commissioners

(SEAL)
ATTEST:

Sarpy County Clerk

Attachment A

Sarpy County Technology Services Public Safety Software Statement of Work

Section I: Public Safety Software & Services

Public Safety Software is any software that is hosted by Sarpy County or any other agency to provide services to Public Safety Agencies.

The current (2025) list of items is as follows:

- Motorola P1 Records (Law Records Management System)
- Motorola PremierOne Mobile CAD
- Motorola Premier Mobile Data Computer (MDC)
- Absolute Secure Access (formerly NetMotion, connects mobile devices to Public Safety Systems)*
- Zero Trust Network Access Client Licensing (ZTNA)*
- Zoll Fire Records Management System
- ESO Electronic Health Record (EHR) and Patient Care Reporting (ePCR)
- Hosted Services to provide any of the above systems
- Hardware costs associated with any of the above systems
- Fiber Connectivity to Douglas County Emergency Communications

*Each Law/Fire Agency is responsible for purchasing new Client licenses for SecureAccess and ZTNA.

Section II: Cost Allocation

Public Safety Software costs will be allocated in one of the following three ways.

I. Based on Product Licenses Allocated to or Used by Each Agency

Costs are shared based on the number of licenses each agency uses.

- Absolute Secure Access
- Zero Trust Network Access Client Licensing (ZTNA)

II. Based on Percentage of Sworn Personnel

Costs are allocated based on each agency's share of total sworn personnel.

- Motorola P1 Records (Law Records Management System)
- Motorola PremierOne Mobile CAD
- Motorola Premier Mobile Data Computer (MDC)
- Fiber Connectivity to Douglas County Emergency Communications

Attachment A

III. Equal Cost Share Representative of Usage

Costs are equally divided between the agencies that use the system or service.

- Hosted Services to provide any of the above systems
- Hardware costs associated with any of the above systems
- Zoll Fire Records Management System
- ESO Electronic Health Record (EHR) and Patient Care Reporting (ePCR)

New systems or hosted service costs will be paid by the agency or by multiple agencies with an agreed upon cost allocation. The costs or cost allocation will be communicated to the Sarpy County Technology Services Department in writing so that it can be included in any budget considerations.

Section III: Budget / Expenditures

Sarpy County Technology Services will provide an annual budget for Public Safety Software. This budget will reflect any costs that are needed to maintain the systems listed in Section II and any other additional systems that have been approved.

The Budget for any Law Enforcement related costs, including any hosted services, and maintenance costs for connectivity (ex. SecureAccess) should be approved by the Law Records Management Governance Committee or via writing by each agency(s) Police Chief or designee.

The Budget for any Fire Agency should be approved/acknowledged via writing by each agency(s) Fire Chief or designee.

Section IV: Support

Sarpy County Technology Services will provide support for the systems and products listed in Section I via the I.T. Services Interlocal Agreement with each City. Support levels are defined in those interlocal agreements under Attachment A.

Attachment B

Public Safety Personnel and Software Counts

*As of June 2025

Agency Authorized Sworn Personnel		
Agency	Sworn	Agency %
Bellevue PD	114	35.63%
Papillion PD	49	15.31%
La Vista PD	47	14.69%
Sarpy County Sheriff	110	34.38%
Total	320	

Absolute SecureAccess Licenses		
Bellevue Fire	23	8.24%
Bellevue Police	121	43.37%
Papillion Fire	18	6.45%
Papillion Police	30	10.75%
La Vista Police	24	8.60%
Sarpy County	63	22.58%
TOTAL	279	

ZTNA Licenses		
Bellevue	170	34.00%
Papillion	60	12.00%
La Vista	70	14.00%
Sarpy County	200	40.00%
TOTAL	500	

Sarpy County Hosted Services Pricing (Monthly)		
Item	Unit	Cost
CPU (Processor)	Core	\$25.00
Memory	GB	\$3.00
Storage	GB	\$0.30
Bandwidth	Fiber	\$100.00
Backups	GB	\$0.25