

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 2, 2019 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT -- ADVISORY BOARD FOR THE LAW RECORDS MANAGEMENT SYSTEM	◆RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared approve an Interlocal Cooperation Agreement for an Advisory Board to oversee the Sarpy County Law Records Management System.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

On September 18, 2018, the City Council approved an Interlocal Cooperation Agreement with Sarpy County, Bellevue and Papillion for the purchase and implementation of a Law Records Management System (ProPhoenix). During discussions surrounding the Agreement, La Vista proposed an Advisory Board be created via an Interlocal Cooperation Agreement with a representative from each agency to make policy decisions moving forward with ProPhoenix. The Board would also be authorized to make policy regarding the System as necessary. The Interlocal Cooperation Agreement approved on September 18, 2018 included a section regarding system governance and this proposed Interlocal Cooperation Agreement sets forth the governance structure. The Sarpy County Attorney's Office has created the Interlocal Cooperation Agreement and it satisfies La Vista's concerns.

“E. GOVERNANCE: An Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created to govern the affairs of the ProPhoenix Integrated Safety Software System. Such Executive Board shall be created by a separate document.”

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE CITY OF PAPILLION, AND THE CITY OF BELLEVUE FOR PARTICIPATION ON THE SARPY COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM EXECUTIVE BOARD.

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"); and

WHEREAS, La Vista entered into an agreement with Sarpy County, Bellevue and Papillion for an Integrated Public Safety Software System (ProPhoenix) on September 18, 2018; and

WHEREAS, the Parties wish to create a Governance Agreement for the System via Interlocal Cooperation Agreement; and

WHEREAS, the purpose of the Agreement outlines the duties and responsibilities of each Member Agency, defines the working relationships and lines of authority for Member Agencies in the Sarpy County ProPhoenix Law Enforcement RMS Group, and provides for the addition of other eligible entities in the data-sharing program;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorizes the execution of an Interlocal Cooperation Agreement with Sarpy County, the City of Papillion, and the City of Bellevue for participation on the Sarpy County Law Enforcement Records Management System Executive Board.

PASSED AND APPROVED THIS 2ND DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (hereinafter "Agreement") is made and entered into by and between the County of Sarpy, Nebraska (hereinafter "County"), and the Cities of Bellevue, Nebraska; La Vista, Nebraska; and Papillion, Nebraska (hereinafter, each individually a "City" or collectively the "Cities"), located in the County of Sarpy, State of Nebraska (collectively, "the Parties").

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, 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 developments of local communities; and

WHEREAS, the Parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, in the Fall of 2018, the Parties hereto entered into a cost sharing Interlocal Cooperation Agreement (hereinafter "Cost Sharing Interlocal Agreement") for (1) a new Integrated Public Safety Software System (hereinafter "Law Records Management System" or "LRMS") which was to be provided to Sarpy County by ProPhoenix Corporation, and (2) project management consulting services from PSCI in connection with the new LRMS project, which Cost Sharing Interlocal Agreement is attached hereto as EXHIBIT "A"; and

WHEREAS, Paragraph E. GOVERNANCE of the Cost Sharing Interlocal Agreement specifically provides that an Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created by a separate document to govern the affairs of the ProPhoenix LRMS project.

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

1. **EXECUTIVE BOARD.** The Parties hereby create the SARPY COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM (LRMS) EXECUTIVE BOARD (hereinafter "LRMS Board") to govern the affairs of the ProPhoenix LRMS project. The agencies that are parties to the Cost Sharing Interlocal Agreement from time to time shall collectively be known as the "Member Agencies" of the LRMS Board. The initial parties to the Cost Sharing Interlocal Agreement and Member Agencies are listed below. Any party that withdraws from the Cost Sharing Interlocal Agreement automatically shall cease to be included in the Member Agencies of the LRMS Board effective upon such withdrawal.

- Sarpy County Sheriff's Department
- Bellevue Police Department
- La Vista Police Department
- Papillion Police Department

2. DEFINITIONS.

- A. Sarpy County Law Enforcement Records Management System (LRMS) Executive Board, or LRMS Board: The collective group of law enforcement and justice Member Agencies who from time to time are parties to the Cost Sharing Interlocal Agreement, attached hereto as EXHIBIT "A", including without limitation any additional law enforcement and justice agency within Sarpy County becoming a party by amendment, adopted and approved by all parties to the Cost Sharing Interlocal Agreement. Such LRMS Board shall serve as the governing Board of Directors of the LRMS and oversee the ProPhoenix LRMS project.
- B. Member Agency: Any Agency that is a party to the Cost Sharing Interlocal Agreement and serving on the LRMS Board.
- C. Host Agency or Host: The Member Agency which is assigned in the Cost Sharing Interlocal Agreement with the primary responsibility of serving as the LRMS hardware and overall system administrator. The initial Host Agency under the Cost Sharing Interlocal Agreement is Sarpy County.

3. COMPOSITION OF LRMS BOARD. The LRMS Board shall be comprised of two representatives of the Host Agency and one representative of each other Member Agency. Each Member Agency or its representative shall be authorized to designate one or more alternates to serve in the absence of the Member Agency's representative. All representatives and alternates of a Member Agency shall serve at the pleasure of the Member Agency and may be removed or replaced by the Member Agency at any time. Any vacancy in the representative or alternate of a Member Agency shall be filled by the Member Agency. The initial LRMS Board shall be comprised of five (5) representatives of the Member Agencies as follows:

- One Director shall be the Sarpy County Sheriff.
- One Director shall be the Sarpy County Information Systems Director.
- One Director shall be the Chief of the Bellevue Police Department.
- One Director shall be the Chief of the La Vista Police Department.
- One Director shall be the Chief of the Papillion Police Department.

4. QUORUM AND VOTING. A majority of the members of the entire LRMS Board shall constitute a quorum for the transaction of business. Each Director shall have one vote. Actions by the LRMS Board shall require the affirmative vote of a majority of the entire LRMS Board (i.e. three (3) affirmative votes).

5. ELECTION OF OFFICERS. Every year the LRMS Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be one of the five Directors.

6. MEETINGS. The LRMS Board shall hold at least one meeting each year, and may schedule additional or special meetings as necessary.
7. GOVERNANCE AND PURPOSE. The LRMS Board shall (a) establish and adopt a governance process for the LRMS Board, and (b) set policies for the use of the ProPhoenix LRMS. Specifically, the LRMS Board is established for the purpose of creating policy, evolution, and implementation of the ProPhoenix LRMS software, including but not limited to the following:
 - Guiding the evolution and implementation of the LRMS;
 - Creating policy and compliance oversight for LRMS data sharing/exchange with and within Member Agencies, and with the public pursuant to any public records laws;
 - Ensuring that the Criminal Justice Information System (CJIS) and other Federal, State and Local laws on data handling and security are followed;
 - Creating and forming committees, working groups, and task forces, as deemed necessary, to aid the LRMS Board in fulfilling its duties;
 - Recommending an operational budget, training, and other items for the improvement of the LRMS for the Member Agencies.
8. INSURANCE. Each Member Agency, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with the activities of this Agreement, and shall obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Member Agency shall carry a minimum of one million dollars (\$1,000,000) in general liability insurance.
9. DURATION AND TERMINATION. This Agreement shall commence immediately when it has been executed by all four Parties. It shall remain in effect for one year thereafter and it shall thereafter automatically renew for successive additional one year periods, provided, however, (i) this Agreement automatically shall terminate effective upon termination of the Cost Sharing Interlocal Agreement and (ii) any Member Agency's participation in this Agreement automatically shall terminate if the Member Agency withdraws or its participation in the Cost Sharing Interlocal Agreement otherwise terminates.
10. COMPLIANCE WITH AGREEMENT. The Parties hereby agree to and shall be bound by the terms of the Agreement. Any material breach of the terms of such Agreement by any Party shall terminate that Party's rights under this Agreement. In no event shall any indemnification obligation allow or require indemnification in excess of the statutory limits of liability specified in the Nebraska Political Subdivisions Tort Claims Act or in other provisions of law.
11. NOTICE. Notice to the Parties shall be given in writing to each of the Member Agencies named below:

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

City of Papillion: City Clerk
122 East 3rd St.
Papillion, NE 68046

City of Bellevue: City Clerk
1500 Wall St.
Bellevue, NE 68005

Sarpy County:
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

12. **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 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.
13. **NONDISCRIMINATION.** 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.
14. **NO SEPARATE ENTITY.** This Agreement does not create a separate legal entity under Neb. Rev. Stat. § 13-804(4). Members of the LRMS Board will carry out this Agreement.
15. **NO RELIEF FROM LEGAL OBLIGATIONS.** Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
16. **RECITALS.** The recitals set forth above are, by this reference, incorporated into and deemed to be part of this Agreement.

17. AMENDMENTS. This Agreement may not be amended except by mutual agreement of the Parties and then only in writing.
18. SEVERABILITY. If any part, term, condition or provision of this agreement is held to be illegal, void, or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, condition or provisions held to be illegal and/or invalid.
19. MODIFICATIONS. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.
20. ENTIRE AGREEMENT. This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. This instrument may be executed in one or more identical counterparts which, taken together, shall form but one and the same instrument.
21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to be effective as of the last date of signature below.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chairman

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: _____
Rusty Hike, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Bellevue City Attorney

CITY OF PAPILLION, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: _____
David P. Black, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Papillion City Attorney

CITY OF LA VISTA, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: _____
Doug Kindig, Mayor

Date: _____

Attest:

City Clerk