

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2015 AGENDA**

| Subject: | Type: | Submitted By: |
|--|---|-----------------------------|
| INTERLOCAL AGREEMENT METRO AREA DRUG TASK FORCE | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | BOB LAUSTEN POLICE CHIEF |

SYNOPSIS

The City Council approved an Interlocal Cooperation Agreement between the City of La Vista and the Metro Drug Task Force Participating Agencies on August 18, 2015. However, the City of Omaha has since made minor changes to the Agreement (noted below) and the Agreement with the changes needs to be approved.

FISCAL IMPACT

An increase of approximately \$500 per year.

RECOMMENDATION

Approval

BACKGROUND

The La Vista Police Department has been a member of the Metro Area Drug Task Force via an Interlocal Cooperation Agreement since 2000. The Interlocal Cooperation Agreement has been updated with a change in the required contribution of participating agencies to fund the off-site location has been made. Previously, the La Vista was responsible for 1% of building lease payments and prorated utilities (approx. \$3,000 per year). The updated Interlocal Cooperation Agreement raises the percentage to 1.3% of the lease payment, an increase of approximately \$500 per year.

On August 18, 2015, the La Vista City Council passed a resolution approving the Agreement. However, the City of Omaha has since made minor changes to the Agreement and the Agreement with the changes needs to be approved.

The changes made consist of:

- Page 2, paragraph 7: attached and incorporated herein by this reference as Exhibit A was added. Exhibit A is the Metro Drug Task Force grant award that is received via the NE Crime Commission.
- Page 5, paragraph 14: Administrative Board was changed to Advisory Board for continuity purposes throughout the document. (This was also done on page 6, paragraph 16b; page 8, paragraph 19).
- Page 4, paragraph 15: The last two sentences were re-worded so that monthly invoices will be sent to the agencies for rent.
- Page 9, paragraph 22 was re-worded but still deals with the Fair Employment topic.
- Page 9, paragraph 23 was added.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE "PARTICIPATING AGENCIES" OF THE METRO AREA DRUG TASK FORCE (UNITED STATES DEPARTMENT OF JUSTICE-DEA, UNITED STATES DEPARTMENT OF TREASURY-IRS, CITY OF OMAHA, CITY OF BELLEVUE, CITY OF PAPILLION, SARPY COUNTY SHERIFF, DOUGLAS COUNTY SHERIFF, AND THE NEBRASKA STATE PATROL).

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

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

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

WHEREAS, the Agreement is in the best interests of the citizens of the City of La Vista.

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

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

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

2. In order for the several hereinafter designated governmental units to make the most efficient use of their powers by enabling them to cooperate with each other, and other governmental agencies, on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors, the following agencies signatory hereto do, under the authority of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-8 et seq., hereby enters into an agreement for five (5) years, with two automatic one year extensions with the following terms and conditions.

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

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

5. Each participating agency shall retain title to any and all property,

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

6. This Agreement shall be effective upon execution by all participating agencies and shall continue in effect for five (5) years. The agreement shall automatically renew for two (2) additional one year terms unless any party to the Agreement gives thirty (30) days written notice to the other participating agencies as to its desire to terminate or amend the Agreement.

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

8. This Agreement hereby establishes an Advisory Board comprised of the chief law enforcement officer of each participating agency or his/her designee. The Advisory Board shall act by majority vote of its members. To ensure continuity among the participating agencies, regular attendance at quarterly Board meetings is necessary.

9. Fiscal administration of the Grant and the facility and other activities provided for in this Agreement shall be the responsibility of the Finance Director of the

City of Omaha or his/her designee. No tax authorized by NEB. REV. STAT. §§ 13-318 to 13-326 shall be levied, collected, or accounted for under this Agreement.

10. Functional administration, or the day-to-day operation of the facility and activities as provided for in this Agreement, shall be the responsibility of the Police Chief of the City of Omaha, or his/her designee, known as the "Functional Administrator."

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

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

11. The Functional Administrator, as defined in paragraph No. 10, shall be responsible for the general overall operation of the facility. These duties shall include:

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

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

c. Maintain proper documentation for grant audit requirements.

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

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

f. Inventory all grant-provided equipment that is placed within the facility.

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

12. In addition to the Functional Administrator, a lieutenant from the Omaha Police Department shall be responsible for managing the Metro Drug Task Force and will report to the Advisory Board at the quarterly meetings and shall be known as the "Task Force Commander." The Task Force Commander is responsible for managing the High Intensity Drug Trafficking Association "purchase evidence/purchase information" account which all participating agencies shall have available to them for use as "buy funds" for payments for confidential informant payments. All personnel assigned to the Metro Drug Task Force shall adhere to the published by-laws. It shall be the responsibility of the Task Force Commander to ensure that all members observe the policies and procedures.

13. The Fiscal Administrator is authorized to secure by lease (not to exceed five years, exclusive of options to renew) appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this Agreement ("the facility"). It is understood that the annual rental, common area charges and utilities shall not exceed One Hundred Eighty One Thousand Dollars (\$181,000.00) and that payments shall be made from funds provided by the Grant or by available funds and proceeds of drug forfeitures. If any such funds are not available, then each agency shall contribute on the following percentage basis to each quarterly lease payment:

| | |
|------------------------|-------------|
| City of Bellevue | 1.3% |
| City of LaVista | 1.3% |
| Douglas County Sheriff | 13.4% |
| City of Omaha | 75.7% |
| Sarpy County Sheriff | 8% |
| City of Papillion | <u>1.3%</u> |
| Total | <u>101%</u> |

Each, participating agency shall be personally responsible for its own telephone communication service including receivers, instruments, wiring and such other materials as are necessary.

14. The percentage contributions stated in paragraph No. 13 are hereby fixed for the term of the lease unless revised in accordance with this Agreement. The Functional Administrator may, with the approval of the Advisory Board, provide for occupancy by additional law enforcement agencies and adjust percentages to reflect such actual usage. Annually during September, the Functional Administrator may, with the approval of the Advisory Board, adjust these percentage contributions to account for changes in the number of agency personnel assigned to the facility, including a decrease due to an agency discontinuing participation under this Agreement.

15. Rent or utilities payable hereunder for any period of time less than one month shall be determined by prorating the monthly percentage herein specified based on the actual number of days in the month. Any invoices for rent and utilities shall be submitted monthly by the Fiscal Administrator to each participating agency. Payment shall be remitted to the City of Omaha Finance Director, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, NE 68183.

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

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

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

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

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

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

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

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

17. All participating agencies assigning personnel under this Agreement understand and agree that:

a. Such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency; and

b. Shall be compensated by the assigning agency including workers' compensation; and

c. Shall be defended and indemnified by that agency; and shall be deemed to be acting in the course and scope of employment with that participating agency; and

d. All personnel assigned to the Task Force must possess, or exceed the minimum qualifications established by the Nebraska Police Standards Advisory Council; and

e. All personnel assigned to the Task Force shall be in good standing with and shall have successfully completed his/her probationary period with the assigning agency.

18. Each participating agency acknowledges that the United States Department of Justice, Federal Bureau of Investigation, will provide and maintain a security alarm for the facility at its cost; agrees to abide by all standard and special conditions in the Grant; acknowledges that related federal agencies may occupy space in the facility; and understands that they are committed to pay utilities and maintenance

costs as provided herein.

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

20. Proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Metro Drug Task Force will be shared equitably among participating agencies that actually participated in the investigation leading to the forfeiture. The equitable sharing will be determined based on the manpower contributions by each agency that participates in the investigation that leads to the forfeiture. The seizing, tracking, and disbursing of assets shall be carried out in compliance with state and federal forfeiture guidelines.

21. Pursuant to and in order to be in compliance with Neb.Rev.Stat. §4-114(2), the participating agencies shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 - 113.

22. During the performance of this Agreement, the participants agree as follows:

(1) Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency officer setting forth the provisions of this nondiscrimination clause.

(2) The agency will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin."

23. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's

sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

"PARTICIPATING AGENCIES"

UNITED STATES DEPARTMENT OF JUSTICE

Drug Enforcement Administration

| | |
|--------------------------------|-------------|
| Special Agent in Charge | Date |
| Omaha Office | |

UNITED STATES DEPARTMENT OF TREASURY

Internal Revenue Service

Special Agent in Charge Date

CITY OF OMAHA, NEBRASKA

The City of Omaha

Attest:

Mayor

Date

City Clerk

Date

CITY OF BELLEVUE, NEBRASKA

The City of Bellevue

Attest:

Mayor

Date

City Clerk

Date

CITY OF PAPILLION, NEBRASKA

The City of Papillion

Attest:

Mayor

Date

City Clerk

Date

CITY OF LaVISTA, NEBRASKA

The City of LaVista

Attest:

Mayor

Date

City Clerk

Date

SARPY COUNTY, NEBRASKA, SHERIFF

Attest:

Sheriff

Date

County Clerk

Date

DOUGLAS COUNTY, NEBRASKA, SHERIFF

Attest:

Sheriff

Date

County Clerk

Date

Chair, Board of Commissioners

Date

NEBRASKA STATE PATROL

Superintendent

Date