

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2016 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT: LAW RECORDS MANAGEMENT SYSTEM CONSULTING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement for the selection of a consultant to assist in the procurement process of a county-wide Law Records Management System (LRMS) product in an amount not to exceed \$8,335.00.

FISCAL IMPACT

The cost of this project is estimated not to exceed Fifty Thousand Dollars (\$50,000) with Sarpy County to pay 50%, and the cities of La Vista, Papillion and Bellevue to 16.67%, which equates to \$8,335. Funds for this will be budgeted in the FY17 budget as the cities would not be billed until after October 1, 2016.

RECOMMENDATION

Approval

BACKGROUND

The Law Records Management System (LRMS) that serves the four law enforcement agencies in Sarpy County since 1999 has an "end of life" per Motorola in August 2018. The "end of life" means Motorola will stop supporting the product. We will not be able to repair any software issues that arise with the system. Over the years there have been 31 LRMS software upgrades, with the last software upgrade occurring on August 15, 2013. Along with software upgrades the hardware has also been upgraded due to normal hardware life cycles. After 2018, if a fatal error occurs, the System may fail completely.

Sarpy County law enforcement and Sarpy IT have been meeting to review the situation and recommend how to proceed. The only viable solution is to acquire a new LRMS. The technical details related to selecting a LRMS provider exceed the technical abilities of law enforcement representatives and Sarpy County IT staff. It was subsequently determined that it is necessary to utilize the consulting services of a firm with expertise in the subject matter. As such, an interlocal agreement has been drafted and is attached for your review. The purpose of this Agreement is to share the cost for a technical study of benefits, needs, and uses of a shared LRMS system. The parties reserve the right to select an alternate vendor and/or software package in the event that the consultant does not identify solutions required by the respective police departments.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE CITY OF BELLEVUE AND THE CITY OF PAPILLION FOR THE SELECTION OF A LAW RECORDS MANAGEMENT CONSULTANT IN AN AMOUNT NOT TO EXCEED \$8,335.00.

WHEREAS, the Mayor and Council have determined that replacement of the current law records management system may be necessary; and

WHEREAS, the Parties in the Agreement would benefit jointly from the purchase and use of a Law Records Management System (LRMS); and

WHEREAS, the purpose of this Agreement is to share the cost for a technical study of benefits, needs, and uses of a shared LRMS system; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, 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;

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County, the City of Bellevue, and the City of Papillion for the selection of a LRMS consultant in an amount not to exceed \$8,335.00.

PASSED AND APPROVED THIS 3RD DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT FOR LAW RECORD MANAGEMENT SYSTEM CONSULTING SERVICES

This Agreement is by and between the County of Sarpy, Nebraska and the Cities of Papillion, Bellevue, and La Vista, Nebraska.

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

WHEREAS, the parties would benefit jointly from the purchase and use of an Law Records Management System (LRMS); and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, 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, IT IS AGREED BY AND BETWEEN THE PARTIES, PURSUANT TO NEB. REV. STAT. § 13-807, AS FOLLOWS:

- I. This Agreement shall expire upon the performance of all the obligations of the parties as described herein.
- II. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract.
- III. The purpose of this Agreement is to participate jointly in the selection and retention of a consultant to assist in the procurement process of a LRMS product. However, the parties reserve the right to select an alternate vendor and/or software package in the event that the consultant does not identify solutions required by the respective police departments.
- IV. The Project will be financed as provided for in Paragraph VII. herein. This agreement may be amended as may be required for purposes of aiding a party hereto in financing its obligations under this agreement.
- V. Termination of this Agreement shall properly occur upon the completion of the work of the consultant.

- VI. A collective interest in this project will be shared and represented by the respective police chiefs of each entity. These chiefs shall have limited authority to recommend approval of the study to their respective city administrators.
- VII. The parties shall participate jointly to select and retain a consultant to assist in the procurement process of an LRMS. The selection of the consultant shall occur by majority vote in which each entity (Sarpy County, the City of Papillion, the City of Bellevue, and the City of La Vista) will each have one vote cast by their individually designated representatives.
- VIII. The cost of this project is estimated not to exceed Fifty Thousand Dollars (\$50,000) with Sarpy County to pay 50%, the City of Papillion to pay 16.67%, the City of Bellevue to pay 16.67%, and the City of La Vista to pay 16.67%. The 16.67% individual contributions of the City of Papillion, the City of Bellevue, and the City of La Vista shall not be billed by Sarpy County until after October 1, 2016. Payment shall be due to Sarpy County within thirty (30) days of the invoice date.
- IX. Pursuant to Neb. Rev. Stat. § 13-804 (5), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- X. Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement or the performing of either Parties' obligations pursuant to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- XI. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions or provisions shall not be affected, and the rights and obligations of

the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid.

- XII. Drug- Free Workplace. The parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.
- XIII. Public Employer. Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), each Party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- XIV. Non Discrimination. The parties hereto agree that they and their sub-contractors will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire and conditions of employment because of his race, color, religion, sex, disability, or national origin.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this ____ day of _____, 2016.

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

(Seal)

ATTEST:

Sarpy County Clerk

Approved as to form and content:

Deputy Sarpy County Attorney

By: _____
Chairman, Sarpy County Board
of Commissioners

(Seal)

CITY OF PAPILLION, NEBRASKA,

ATTEST:

Clerk

By: _____
Mayor

Approved as to form and content:

City Attorney/Assistant

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CITY OF BELLEVUE, NEBRASKA,

(Seal)

ATTEST:

Clerk

By: _____
Mayor

Approved as to form and content:

City Attorney/Assistant

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CITY OF LA VISTA, NEBRASKA,

(Seal)

ATTEST:

Clerk

By: _____
Mayor

Approved as to form and content:

City Attorney/Assistant

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