

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 18, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION - ALLOW POLICE CHIEF TO ENTER INTO PROJECT LIFESAVER AGREEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

Approval of this resolution will provide authorization for the Chief of Police to approve and sign agreements with participants of the Project Lifesaver Program

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval

**BACKGROUND**

The LaVista, Papillion, Bellevue Police Departments and Sarpy County Sheriff's Department have cooperatively partnered to offer the Project Lifesaver Program. Project Lifesaver International, a 501C3 non-profit organization, provides training, equipment, and model policy to law enforcement agencies throughout the United States specifically designed to utilize electronic signaling devices as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability.

If interested, a caregiver or other responsible party enters into an agreement to have their loved one fitted with a Project Lifesaver wrist transmitter. Should the client wander or otherwise go missing, a team of specially-trained officers from all Sarpy law enforcement agencies will mobilize to conduct a search using special locating equipment. These officers will also make regular visits to clients to ensure batteries are changed and check wristband functionality.

This project received initial funding from various local charities and foundations. Ongoing costs will be financed from fees charged to the responsible caregiver. If the caregiver or client cannot afford the fees, a separate charitable fund has been established to provide the service free of charge.

The program requires that an agreement be executed between the responsible caregiver and each participating law enforcement agency. This resolution gives the Chief of Police the authority to act on behalf of the city to enter into such agreement.

**ATTACHMENTS**

1. Agreement
2. Omaha World Herald article, dated 9/9/08

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO PROJECT LIFESAVER AGREEMENTS ON BEHALF OF THE CITY OF LA VISTA.**

WHEREAS, The La Vista, Bellevue, and Papillion Police Departments, along with the Sarpy County Sheriff's Department and Nebraska State Patrol are cooperative participants in the Project Lifesaver Program; and

WHEREAS, Project Lifesaver International is a non-profit organization that provides training, equipment and policy to law enforcement agencies throughout the United States specifically designed to utilize electronic signaling devices as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability; and

WHEREAS, The Project Lifesaver program requires execution of an agreement between the La Vista Police Department and the prospective client's responsible caregiver;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the Chief of Police to execute Project Lifesaver Agreements with the participant's responsible caregiver.

PASSED AND APPROVED THIS 18TH DAY OF NOVEMBER, 2008.

**CITY OF LA VISTA**

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Published Tuesday September 9, 2008

## Signals will locate those who wander off

BY LEIA BAEZ  
WORLD-HERALD STAFF WRITER

A recent Sunday afternoon barbecue turned into chaos for Cathy Westman of Bellevue.

Her 5-year-old daughter, Tori, who has autistic tendencies, could not be found.

Westman, her husband and neighbors searched the neighborhood for several minutes until Westman's husband found the kindergartner playing in a sandbox in their backyard.

"That one moment of panic made us realize we needed something in place for Tori," Westman said. "It gave us enough of a scare that she could wander away."

With the help of a new Sarpy County program, Tori's chances of getting lost will be slim.

The Westmans will be one of the first families in the state to participate in Project Lifesaver, an international program that helps rescue missing people using radio technology.

Sarpy County will be the first in the state to implement the program, said Sarpy County Lt. Kevin Griger.

"We have had instances where someone has wandered away from a nursing home or a care facility," Griger said. "We thought this would be a proactive way to handle the problem."

A formal announcement that the program has started is scheduled for 1:30 p.m. today.

At that time, the Sarpy County Sheriff's Office, along with the Nebraska State Patrol, Bellevue Police Department, La Vista Police Department and Papillion Police Department will begin registering those who are at risk to wander from their homes.

Tori and others with cognitive disorders, autism, Alzheimer's disease or other forms of dementia will be fitted with a small transmitter that emits a unique radio signal every second that can be tracked by hand-held or vehicle-mounted receivers. When someone enrolled in the program is missing, a caregiver will call 911 and specially trained deputies, troopers and officers will respond.

There have been over 1,700 Project Lifesaver calls — with a 100 percent success rate — since the company started in Virginia in 1999. The average time to find a missing person through the program is 30 minutes.

According to the Project Lifesaver Web site, no cities or counties in Nebraska are currently using the program. A few cities in Iowa — including Sioux City, Storm Lake and Spirit Lake — use the program.

The equipment and training for the Sarpy County Project Lifesaver Program was funded by a grant from the Midlands Community Foundation.

"I think it's an incredible program," Westman said. "We are very lucky to live in a county that is being a trendsetter."

For more information on Project Lifesaver in Sarpy County, send an email to: [projectlifesaver@sarpy.com](mailto:projectlifesaver@sarpy.com).

• **Contact the writer:** 444-1336, [leia.baez@owh.com](mailto:leia.baez@owh.com)

Contact the Omaha World-Herald newsroom

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# CITY OF LA VISTA Project Lifesaver Program

## Agreement

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by and between the La Vista Police Department and \_\_\_\_\_ (Responsible Party) whose address is \_\_\_\_\_, La Vista, Nebraska 68128.

**Whereas, The La Vista Police Department Project Lifesaver Program** is undertaking an experimental pilot program for search and rescue using electronic signaling devices as an aid in searching for lost persons who suffer in one form or other from diminished mental capacity or other disability; and,

**Whereas, The La Vista Police Department** is under no legal or other duty to provide such a search system to persons suffering from such diminished capacity or disability; and,

**Whereas, The La Vista Police Department Project Lifesaver Program**, as a program within the La Vista Police Department, does not act as an agent, representative, or surrogate for any other person, body, or legal entity in undertaking the experimental test program, and neither obligates nor is able to obligate any other person, body, or legal entity by undertaking such program; and,

**Whereas, the Responsible Party** named herein is empowered, able, and authorized to act in the name of and on behalf of the person named in section 1 below; and,

**Whereas, the Responsible Party** desires to participate for the benefit of the person named in section 1 below in the experimental pilot program being undertaken:

### Therefore:

**In consideration of the mutual promises made herein**, the above parties agree as follows:

1. *The La Vista Police Department* agrees to furnish to the *responsible party* named above for the use and benefit of \_\_\_\_\_ (who will wear the wristband transmitter) a Project Lifesaver transmitter wristband consisting of a wristband, together with monitoring, response and tracking services appropriate and necessary for the use of such equipment.

2. *Project Lifesaver* will be paid a one time lease fee of \$300 and additionally a monthly maintenance fee of \_\_\_\_\_ per month, said sum to be paid on or before the 10th (tenth) day of each month payable to Project Lifesaver and sent to the care of Sarpy County Sheriff's Department. This amount will be paid quarterly with the first quarter's payment due upon installation on the wristband transmitter.

3. It is the duty of \_\_\_\_\_, the *Responsible Party*, to immediately notify the *La Vista Police Department* in the event the designated wearer of the Project Lifesaver wristband transmitter is discovered missing from the *Responsible Party's* care.

4. In the event that the Project Lifesaver wristband transmitter is no longer needed by the designated wearer of said bracelet, the *La Vista Police Department* is to be notified immediately so that said bracelet can be removed.

5. If the Project Lifesaver wristband transmitter is lost or otherwise rendered unusable, the *Responsible Party* shall reimburse *Project Lifesaver* the cost of said bracelet.

6. It is expressly understood and agreed that the *La Vista Police Department* is responsible for the routine maintenance of the equipment provided hereunder; however, the *La Vista Police Department* is **NOT** responsible in any way for any technical failure due to manufacturing or material defects of the equipment herein provided. It is expressly understood and agreed that the *La Vista Police Department* makes no warranties of any kind with regard to the equipment described herein, the operation or effectiveness of the equipment described herein, the fitness or suitability of the equipment described herein for a particular purpose, or the merchantability of the of the equipment described herein.

7. In the event of failure of the equipment described herein, *La Vista Police Department* will attempt to replace or repair such equipment at its option, upon being notified of the need for such service.

8. It is specifically agreed and understood that *La Vista Police Department* shall retain all title and interest in said equipment, and in no way does the lessee acquire any title in said equipment.

9. This agreement may be terminated at the option of either party upon thirty (30) days written notice to the other Party.

10. The *Responsible Party* specifically acknowledges and agrees that the Project Lifesaver bracelet-tracking system is **NOT** intended to replace the care, monitoring, attention, and oversight to be provided by the *Responsible Party* to the person named in section 1 above. *The Responsible Party*, on behalf of the bracelet wearer, accepts the use of the Project Lifesaver equipment and the services described above with the understanding that the Project Lifesaver equipment and services are intended to be merely an additional and ancillary (supplementary) tool providing an extra means of locating the wearer of the Project Lifesaver bracelet in the event that the wearer is discovered missing.

**11. NOTICE: Read Section 11 Very Carefully! DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND THIS SECTION! SECTION 11 WAIVES IMPORTANT LEGAL RIGHTS AND CLAIMS! IT IS RECOMMENDED THAT YOU CONSULT YOUR OWN ATTORNEY BEFORE SIGNING THIS AGREEMENT!**

, the *Responsible Party*, hereby **releases** The *La Vista Police Department*, *it's employees, agents and assigns* from any and all liability arising from any failure of the Project Lifesaver tracking equipment or any failure of the *La Vista Police Department* of whatever sort, kind, or nature, regarding the performance and fulfillment of the monitoring, response, and tracking services described in Section 1 above, or any other ends for which this agreement is made. *The La Vista Police Department* shall not be held responsible for any failure, delay, default, interruption, stoppage, or interference or any other failure of any kind, manner, or nature regarding the performance of the equipment or services under this agreement.

, the *Responsible Party*, hereby **releases and holds harmless** the *La Vista Police Department* for all action and inaction on it's part, and indemnifies the *La Vista Police Department* against all claims, actions, lawsuits, or causes of action brought against *The La Vista Police Department* whether by the *Responsible Party*, or on *Responsible Party*'s behalf, or by others, even if such claim is false or fraudulent, and regardless of who the parties may be.

the *Responsible Party*, hereby **releases and holds harmless** (1) *La Vista Police Department*, (2) *The City of La Vista*, (3) *The La Vista Police Department Project Lifesaver Program*, (4) *Project Lifesaver International*, (5) any and all members of the *La Vista Police Department*, as well as (6) any and all persons and entities associated with the *La Vista Police Department*, *it's employees, agents and assigns* in conducting this program involving the use of the Project Lifesaver equipment and the provision of said service described herein. Such parties named in this paragraph shall be released and held harmless to the full extent and in every manner identified in section 11 regarding *La Vista Police Department*.

12. Liquidated damages and limitations of liability: In any lawsuit under this contract, the maximum liability under any circumstances of the *La Vista Police Department* and any other persons or entities named in section 11 shall be limited to the amounts of the monthly maintenance fee already paid by the Responsible Party to *Project Lifesaver*.

13. The *Responsible Party* understands and agrees that the *La Vista Police Department* makes no warranties, guarantees, assurances, or promises of any kind as to the effectiveness or success of the tracking services provided herein, or of any search or searches undertaken utilizing the *Project Lifesaver* system or other electronic equipment used during the term of this contract or pilot program.

14. The *Responsible Party* specifically agrees and promises **NOT** to rely upon the equipment or services herein for the safety, security, welfare, finding, or retrieval of the wearer of the *Project Lifesaver* bracelet. The *Responsible Party* agrees and understands that the equipment and services provided under this contract may be ineffective and unavailing for the purposes provided. Therefore, the *Responsible Party* specifically disclaims any reliance, expectation of success, or dependence upon the equipment or services for the health, safety, welfare, finding, rescue, or retrieval of the person named in section 1 above. By signing below, I, the Responsible Party, affirm that I have read and understand this contract, including the waiver and release of liability in section 11, the limitation of liability in section 12, and the non-reliance provisions of section 14, and that it is my desire and intention to enter into this agreement. By affixing my signature below I hereby agree to the terms and provisions of this agreement.

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Responsible Party

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Witness (or Notary)

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Street Address/PO Box

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Street Address/PO Box

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City, State, Zip

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City, State, Zip (or Notary's City/State)

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Telephone

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Telephone (if Notary, leave blank)

**Accepted: La Vista Police Department**

By: \_\_\_\_\_  
Signatory

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**For Use by Notary**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, State of Nebraska, duly commissioned and sworn, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Nebraska, County of \_\_\_\_\_ on the date set forth above in this certification.

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Notary Public

My Commission expires: \_\_\_\_\_