

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
SEPTEMBER 15, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
TERRORISM PREVENTION PROGRAM GRANT INTERLOCAL COOPERATION AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the City of La Vista and Sarpy County for the use of grant funds from the 2005 Law Enforcement--Terrorism Prevention Program Grant for the purchase of a mobile radio.

**FISCAL IMPACT**

The grant will provide \$4,600 toward the purchase and installation of a mobile radio. Total cost of the radio (\$4,830) and installation (\$220) is approximately \$5,050. The remaining \$450 will be taken from the FY10 police budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Sarpy County Emergency Management received notice of re-allocated 2005 Law Enforcement Terrorism Prevention Program grant funds that were made available by the Nebraska Emergency Management Agency (NEMA). Four thousand six-hundred (\$4,600) dollars were made available to the La Vista Police Department for a project that was previously submitted to NEMA. The funds were allocated for the purchase of one (1) Motorola XTL 5000 mobile radio that will be installed in a police car. Total cost for purchase and installation is approximately \$5,050. The remaining cost (\$450) will be taken from the FY10 police department budget. Under the grant terms, Sarpy County must act as the fiscal agent for the grant; therefore an Interlocal Agreement with the County is being submitted for approval. The Sarpy County Board approved the Interlocal at their September 1, 2009 meeting.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR THE USE OF FUNDS FROM THE 2005 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City of La Vista to enter into an Interlocal cooperation agreement for the use of funds from the 2005 Law Enforcement Terrorism Prevention Program (LETPP) grant, and

WHEREAS, an agreement has been proposed with Sarpy County for the use of re-allocated funds from the 2005 LETPP grant for the purpose of purchasing one mobile radio, and

WHEREAS, said agreement is in the best interests of the citizens of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of an Interlocal Cooperation Agreement with Sarpy County for the use of \$4,600 in re-allocated funds from the LETPP grant

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LA VISTA, NEBRASKA AND COUNTY OF SARPY, NEBRASKA  
2005 Law Enforcement Terrorism Prevention Program Grant**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the County of Sarpy, acting by and through its governing body, the County Board of Commissioners (hereinafter referred to as "County") and the City of LaVista, Nebraska acting by and through its governing body, the City Council (hereinafter referred to as "City") both of Sarpy County, State of Nebraska, witnesseth:

**WHEREAS**, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

**WHEREAS**, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

**WHEREAS**, County will receive \$4,600.00 from the Law Enforcement Terrorism Prevention Program ("LETPP") Grant (hereinafter referred to as "Grant") for the purposes of purchasing one (1) Motorola XTL 5000 mobile 10-35 watt radio for use by the La Vista Police Department; and,

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

County shall receive Grant funds in the amount of four thousand six hundred dollars (\$4,600.00). County will provide City with said Grant funds. City shall receive Grant funds in the amount of four thousand six hundred dollars (\$4,600.00). In no event shall County be responsible for more than the total allocated to City. City will spend it for purposes not inconsistent with the terms of the Grant and for the purpose of purchasing one (1) Motorola XTL 5000 mobile 10-35 watt radio. City will seek from County reimbursement up to \$4,600.00.

**Section 2.**

County's Obligations:

- County will receive from Grant funds not to exceed \$4,600.00.
- County has final approval of all grant funds expended and shall serve as fiscal agent of the Grant.
- County shall submit required progress and financial reports.
- Upon receipt of original invoices from City as outlined in Section 3, County will reimburse City for approved actual expenditures incurred for services covered by the grant.

**Section 3.**

City's Obligations:

- City will follow all terms and conditions of grant.
- City will keep detailed records of eligible expenditures for reimbursement from grant.
- City will provide County with its procurement procedures and proof that such procedures have been followed when purchasing the Motorola XTL 5000 mobile 10-35 watt radio.
- City will submit to County for reimbursement up to \$4,600.00 all original invoices with proof of approval by the Police Chief or whoever authorizes such bills to be paid. Copies of detailed records shall be attached to the original invoices.
- City will provide biannual progress and financial reports to Sarpy County Emergency Management Agency no later than December 31, 2009.

- City will provide any and all documents in regards to equipment procurement and disposition of said equipment for the sole purpose of custody and tracking.

#### Section 4.

This Grant was originally a five-year grant. The funds that are the subject of this agreement are reallocation funds based on unspent funds of the original grant allocations.

#### Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against County other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

#### Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against City other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

#### Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2009.

CITY OF La Vista, Nebraska

\_\_\_\_\_  
City Council Chair

Attest:  
  
\_\_\_\_\_

COUNTY OF Sarpy, Nebraska

Attest:

Jon Jones 9/1/2009  
County Board Chair  
Andy Elmer  
Sarpy County Clerk

Approved as to form:

Mark A. [Signature]  
County Attorney

