

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT FOR  
METRO AREA TASK FORCE**

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, it is believed 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.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the attached Interlocal Cooperation Agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Sarpy County Clerk and Sarpy County Sheriff are authorized to sign such agreement on behalf of Sarpy County.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

MOVED by \_\_\_\_\_, seconded by \_\_\_\_\_, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
_____	_____	_____
_____	_____	_____
_____	_____	ABSTAIN:
_____	_____	_____
_____	_____	_____

Attest:

SEAL

Approved as to form:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Deputy County Attorney

## 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. §§ 13-801, et seq., hereby extends for five years an Agreement 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 contributing 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 years unless terminated or extended as herein provided.

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, the 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 incorporated herein by this reference, together with any amendments, extensions, renewals, continuations, subordinate agreements and conditions (herein referenced to as "the Grant").

8. This Agreement hereby establishes an Administrative Board comprised of the chief law enforcement officer of each participating agency or their designee. The Administrative Board shall act by majority vote of its members.

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.

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 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 Administrative 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. 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 Two Hundred Sixty Thousand Dollars (\$260,000.00) 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%
City of La Vista	1%
Douglas County Sheriff	10%
Nebraska State Patrol	26%
City of Omaha	56%
Sarpy County Sheriff	6%
City of Papillion	<u>1%</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.

13. The percentage contributions stated in paragraph No. 12 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 Administrative 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 Administrative 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.

14. 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. Rent and utilities shall be paid when due to the City of Omaha Finance Director, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, NE 68183.

15. 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 Administrative 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 Administrative 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 Administrative Board.

e. The City of La Vista 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 Administrative 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 Administrative 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.

16. All participating agencies assigning personnel under this Agreement understand that such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency; shall be compensated by that agency including workers' compensation; 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.

17. 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.

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

19. 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's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. None of the participants are an individual or sole proprietorship. Therefore, none of the participants are subject to the public benefits attestation and related requirements of NEB. REV. STAT. §§ 4-108 - 113.

20. All participants agree that in accordance with the Nebraska Fair Employment

Practice Act, NEB. REV. STAT. § 48-1122 (Reissue 2004) and other federal and local laws, they will not discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. No participant shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

“PARTICIPATING AGENCIES”

**UNITED STATES DEPARTMENT OF JUSTICE**

Drug Enforcement Administration

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Special Agent in Charge	Date
Omaha Office	

**UNITED STATES DEPARTMENT OF TREASURY**

Internal Revenue Service

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Special Agent in Charge

Date





**CITY OF PAPILLION, NEBRASKA**

The City of Papillion

Attest:

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Mayor-David Black

Date

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City Clerk-Eliza McCarty

Date

**CITY OF LA VISTA, NEBRASKA**

The City of LaVista

Attest:

\_\_\_\_\_  
Mayor-Douglas Kindig                      Date

\_\_\_\_\_  
City Clerk-Pamela Buethe                      Date

**SARPY COUNTY, NEBRASKA, SHERIFF**

Attest:

\_\_\_\_\_  
Sheriff-Jeff Davis                      Date

\_\_\_\_\_  
County Clerk-Deb Houghtaling      Date

**DOUGLAS COUNTY, NEBRASKA, SHERIFF**

Attest:

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Sheriff-Tim Dunning

Date

---

County Clerk-Thomas Cavanaugh Date

**NEBRASKA STATE PATROL**

---

Superintendent- Bryan Tuma      Date

# *Sarpy County Board of Commissioners*

1210 GOLDEN GATE DRIVE  
PAPILLION, NE  
593-4155  
[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne  
DEPUTY ADMINISTRATOR Scott Bovick  
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u> Rusty Hike District 1 Joni Albrecht District 2 Tom Richards District 3 Pat Thomas District 4 Rich Jansen District 5
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## MEMO

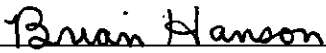
To: Sarpy County Board of Commissioners

From: Brian E. Hanson

Re: Approval of Interlocal Agreement for Metro Area Task Force

On August 31, 2010 the County Board will be asked to approve the attached Interlocal Cooperation Agreement for the Metro Area Task Force. This Agreement has been in existence for around 25 years and joins the resources of the Douglas County Sheriff, City of Omaha Police, Sarpy County Sheriff, Nebraska State Patrol, Cities of Bellevue, Papillion and LaVista Police, and several federal agencies in fighting crime and drugs in the metro area. Through this Interlocal Agreement, federal funds are used to pay a portion of the salaries and fringe benefits for one deputy in the Sarpy County Sheriff's office for the 2011 fiscal year. In return, Sarpy County provides the salary and fringe benefits of one sergeant as a match.

August 26, 2010

  
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Brian E. Hanson

BEH/dp

cc: Mark Wayne  
Deb Houghtaling  
Capt. Monty Daganaar  
Lt. Steve Grabowski  
Mike Smith  
Beth Cunard