

**VILLAGE OF WATERLOO  
RESOLUTION NO. 10-12-21-02**

**WHEREAS**, the Village of Waterloo approved and interlocal agreement with the law enforcement agencies of City of Bellevue in Sarpy County, Nebraska (hereinafter "BVPD"); City of La Vista in Sarpy County, Nebraska (hereinafter "LVPD"); City of Omaha in Douglas County, Nebraska (hereinafter "OPD"); City of Papillion in Sarpy County, Nebraska (hereinafter "PPD"); City of Ralston in Douglas County, Nebraska (hereinafter "RPD"); City of Valley in Douglas County, Nebraska (hereinafter "VPD"); City of Waterloo in Douglas County, Nebraska (hereinafter "WPD"); City of Bennington in Douglas County, Nebraska (hereinafter "BPD"); Sarpy County, Nebraska (hereinafter "SCSO"), and Douglas County, Nebraska (hereinafter "DCSO"), herein collectively referred to as "Cooperating Agencies" to provide mutual aid maintenance and support for law enforcement services; and

**WHEREAS**, the Cooperating Agencies amended the agreement to include Boys Town on April 4, 2021; and,

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:**

**THAT**, the attached amendment between the Cooperating Agencies and Boys Town law enforcement is hereby approved.

DATED this 12 day of October, 2021.

ATTEST:

Melissa Smith  
Melissa Johnson Smith  
Clerk



Village of Waterloo

Bill Rotert  
Bill Rotert  
Vice-Chairperson

## FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment is made and entered into by and between the law enforcement Agencies of City of Bellevue in Sarpy County, Nebraska (hereinafter "BVPD"); City of La Vista in Sarpy County, Nebraska (hereinafter "LVPD"); City of Omaha in Douglas County, Nebraska (hereinafter "OPD"); City of Papillion in Sarpy County, Nebraska (hereinafter "PPD"); City of Ralston in Douglas County, Nebraska (hereinafter "RPD"); City of Valley in Douglas County, Nebraska (hereinafter "VPD"); City of Waterloo in Douglas County, Nebraska (hereinafter "WPD"); City of Bennington in Douglas County, Nebraska (hereinafter "BPD"); Sarpy County, Nebraska (hereinafter "SCSO"), and Douglas County, Nebraska (hereinafter "DCSO") , herein collectively referred to as "Cooperating Agencies" or "Agencies" pursuant to the authority granted to the parties under Nebraska Revised Statute 13-801, *et seq.*

WHEREAS, pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute 13-801 *et seq.*, the Cooperating Agencies entered into an Interlocal Cooperation Agreement to exercise extraterritorial law enforcement authority, including arrest and enforcement under the laws of this state and legal ordinances of each Cooperating Agency, within the jurisdiction of each of the other Cooperating Agencies (hereinafter "July 17, 2020 Interlocal Agreement") on or about July 17, 2020.

WHEREAS, the Cooperating Agencies desire to amend the July 17, 2020 Interlocal Agreement by this First Amendment to add the Village of Boys Town in Douglas County, Nebraska as Cooperating Agencies to the July 17, 2020 Interlocal Agreement, and by executing this First Amendment, the Village of Boys Town Police Department desire to become a party to the July 17, 2020 Interlocal Agreement.

It is mutually agreed between the parties that the following terms and conditions of the July 17, 2020 Interlocal Agreement are hereby amended to read as follows:

**21. Terms of Agreement.** This Agreement shall be effective on the first day of the calendar month next following the completion of implementing action by all eleven Agencies as required by Paragraph 22(b) of this Agreement hereof and shall continue in full force and effect for a period of five (5) years thereafter unless terminated earlier by ordinance or resolution of the governing body of any Agency, the effective date of termination shall not be less than thirty (30) days following such terminating Agency's written notice to all other Agencies. The termination of this Agreement by one Agency does not terminate the Agreement between the remaining Agencies, which shall remain in full force and effect. A review of the Agreement may occur upon request of any of the Cooperating Agencies.

**25. (O). Authorized Representatives and Notice.** Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in further consideration of the mutual covenants herein contained. The Agencies hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the head of each agency shall be the authorized representative of the Agencies.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested, by facsimile with a signed return facsimile acknowledging receipt or via electronic mail with an acknowledging receipt.

The Village of Boys Town, by executing this First Amendment, shall become a party to, participate in, and be bound by, the July 17, 2020 Interlocal Agreement, as amended by this First Amendment.

The recitals above and July 17, 2020 Interlocal Agreement shall be incorporated into this First Amendment by reference.

Except as modified by this First Amendment, all other terms and conditions of the July 17, 2020 Interlocal Agreement shall remain in full force and effect and be binding on all Parties.

Executed by the Village of Boys Town, Nebraska, this 4<sup>th</sup> day of April, 2021.


ATTEST:

THE VILLAGE OF BOYS TOWN, NEBRASKA.



\_\_\_\_\_  
Village Clerk

By:   
\_\_\_\_\_  
Chair, Village Board of Trustees

  
\_\_\_\_\_  
Village Attorney