

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 7, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FIRST AMENDMENT INTERLOCAL AGREEMENT: LAW ENFORCEMENT TRAINING ACADEMY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	D. J. BARCAL ACTING CHIEF OF POLICE

**SYNOPSIS**

A resolution has been prepared to approve the First Amendment to the Interlocal Cooperation Agreement with the cities of Bellevue and Papillion, and Douglas and Sarpy Counties, for the addition of Metropolitan Community College (MCC) to the law enforcement training academy.

**FISCAL IMPACT**

No impact for the FY23/FY24 biennial budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

With the creation of a joint Sarpy-Douglas Law Enforcement Academy (SDLEA) in April 2017, recruits have been trained in the metro area by personnel from the five agencies. Classroom space has been made available at all five agency locations. Other necessary venues, such as a driving track and firearms training sites, are also included. Recruits commute daily.

At the time of the agreement an advisory board was formed comprised of the chief law enforcement officer for each of the five (5) participating agencies.

On October 24, 2023 the SDLEA Advisory Board voted unanimously to add MCC to the academy. MCC's portion of the tuition will be waived in lieu of providing the classroom/administration office. MCC will be providing Director Wagner with a vehicle. La Vista will still be the fiscal administrator for the SDLEA and Director Wagner will report to the La Vista Chief of Police.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, DOUGLAS COUNTY, PAPILLION AND SARPY COUNTY, NEBRASKA, TO ADD THE METROPOLITAN COMMUNITY COLLEGE AS A PARTY AND SIGNATORY TO THE INTERLOCAL COOPERATION AGREEMENT, AND AS A MEMBER OF THE SDLEA.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska wish to improve the joint Sarpy-Douglas Law Enforcement training academy (SDLEA) through the addition of Metropolitan Community College (MCC); and,

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of the First Amendment Interlocal Cooperation Agreement with Bellevue, Douglas County, Papillion, and Sarpy County, Nebraska to add the Metropolitan Community College as a party and signatory to the Interlocal Cooperation Agreement, and as a member of the SDLEA.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this 16<sup>th</sup> day of May, 2017, by and between the cities of Bellevue, Nebraska; La Vista, Nebraska; Papillion, Nebraska; Sarpy County, Nebraska; and Douglas County, Nebraska, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies wish to improve and otherwise provide for the training of law enforcement officers of each of the Participating Agencies by creating a law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
  - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the five member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
  - b. "Participating Agencies," "Agencies," or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
  - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.
  - d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.

- e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
- f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
- g. "Super majority" shall mean two-thirds of the members of the Advisory Board.
- h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff and the Sarpy County Sheriff.

2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.

3. Purpose: The purpose of this Agreement is to formally establish a law enforcement certification training academy to deliver the State of Nebraska basic curriculum for law enforcement officers.

4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The governing board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Board members, to be involved in any and all such decisions. A Board member shall be deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of September, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

5. Sarpy-Douglas Law Enforcement Academy: It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

a. Coordinator and Instructors. The Sarpy-Douglas Law Enforcement Academy shall consist of:

Sarpy-Douglas Law Enforcement Academy Training Coordinator: The City of La Vista will select and hire a Training Coordinator. The Training Coordinator shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Training Coordinator from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Training Coordinator.

Instructor Specialists: The Sarpy-Douglas Law Enforcement Academy Advisory Board will select, develop, and support the necessary Instructor Specialists from among the employees of the Participating Agencies. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees and assign, if selected, Instructor Specialists to instruct a minimum of twenty percent (20%) of the course of study for every Academy session, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Training Coordinator a list of Instructor Specialists available to teach during the specific Academy session. The Training Coordinator shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.

- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class the Participating Agency has a law enforcement recruit enrolled.
- The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual expertise. Expenses for instructor development are the sole responsibility of the Participating Agency.

b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA shall be determined and agreed upon by the Advisory Board. Each Participating Agency shall make classroom space available for an academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Coordinator and Fiscal Agent (for example, range, driving track, other)

c. SDLEA Budget: The Training Coordinator shall develop and submit a proposed Budget to the Fiscal Agent by May 1st of each calendar year. Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided among the Participating Agencies. The budget and contribution amounts will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent governing body according to the due dates set out in the Fiscal Agents budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By April 1 of each year, a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "iii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy. The Advisory Board will approve the budget Participating Agencies pay contributions to the Fiscal Agent.

- i. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Training Coordinator, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.
- ii. Except for the Training Coordinator, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.

- iii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. The Fiscal Agent, starting with the proposed budget prepared by the Training Coordinator, shall prepare an annual budget and submit it to the Advisory Board no later than July 1<sup>st</sup> of each year. On or before August 1<sup>st</sup> of each year the budget and contribution to shared expenses of each Participating Agency shall be approved by a super majority vote of the Advisory Board members. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
  - d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. The fee shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.
  - e. Grants: Grant funds will be sought by the Training Coordinator and if/when awarded will be deposited with and used by the Fiscal Agent to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.
  - f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
  - g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.

6. Dispute Resolution Process: In the event of a dispute arising under this agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law

Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

7. Terms of Agreement: This Agreement shall be effective for a term of five (5) years beginning on October 1, 2017 and ending September 30, 2022. Except as provided in paragraph 20 of this Agreement, during the initial five year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the initial five year term, the agreement shall automatically renew for two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the termination to the other participating agencies as to its desire to withdraw or terminate or amend the Agreement. During a renewal period, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination shall remove and retake possession of such property. 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 policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.
8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
9. Miscellaneous.
  - a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.

b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.

c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall 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 age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination

11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior

course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

12. Amendments/Modification. This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
13. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
14. Termination by Material Breach or by Agreement. Termination by Material Breach. A Party shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.

Termination by Agreement. Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.

15. Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
16. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such

covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties 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 following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY

County Sheriff  
Douglas County Sheriff's Office  
3601 North 156<sup>th</sup> Street  
Omaha, NE 68916  
(402) 444-6641

FOR SARPY COUNTY

County Sheriff  
Sarpy County Sheriff's Office  
8335 Platteview Road  
Papillion, NE 68046  
(402) 593-2288

FOR CITY OF BELLEVUE

Chief of Police  
Bellevue Police Department  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3100

FOR CITY OF LA VISTA

Chief of Police  
La Vista Police Department  
7701 South 96<sup>th</sup> Street  
La Vista, NE 68128  
(402) 331-1582

FOR CITY OF PAPILLION

Chief of Police  
Papillion Police Department  
1000 East 1<sup>st</sup> Street  
Papillion, NE 68046  
(402) 597-2035

Notice shall be in writing and shall be effective upon receipt by the authorized representative. 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 or by facsimile with a signed return facsimile acknowledging receipt.

20. Unavailability of Funding language: Due to possible future reductions including but not limited County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.
21. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
22. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.

23. Public Benefits. With regard to Neb.Rev.Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108-113.

24. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

25. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

26. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

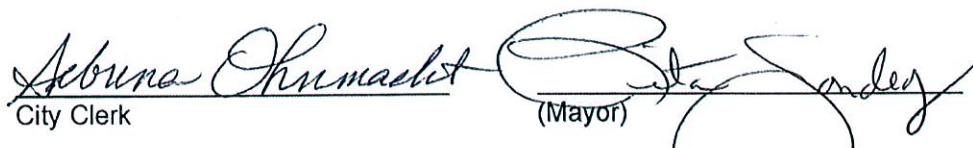
27. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.

28. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

  
 (Mayor)  
 City Clerk



ATTEST

  
 (Mayor)  
 CITY OF LA VISTA, NEBRASKA  
 SEAL  
 CITY OF LA VISTA  
 INCORPORATED  
 FEB. 23, 1855  
 SARPY COUNTY, NEBRASKA  
 City Clerk

ATTEST

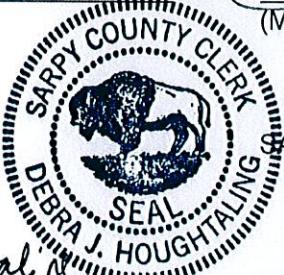


CITY OF PAPILLION, NEBRASKA

Nicole Brown  
City Clerk

(Mayor)

ATTEST



SARPY COUNTY, NEBRASKA

Debra J. Houghtaling  
County Clerk

(Board Chairman)

4/25/17

ATTEST

DOUGLAS COUNTY, NEBRASKA

Daniel A. Esh  
County Clerk

(Board Chairman)

APPROVED AS TO FORM:

Jeremiah Clark  
Deputy County Attorney

## **FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

This First Amendment to the Interlocal Cooperation Agreement entered into on or about April 8, 2017 (hereinafter “Interlocal Cooperation Agreement”), for the sole purpose of creating the Sarpy Douglas Law Enforcement Academy (hereinafter “SDLEA”) pursuant to the authority granted to the parties under Nebraska Revised Statute 13-801, *et seq.*, by and between Sarpy County, Nebraska (hereinafter “Sarpy”), Douglas County, Nebraska (hereinafter “Douglas”), the City of Bellevue, located in Sarpy County, Nebraska (hereinafter “Bellevue”), the City of Papillion, located in Sarpy County, Nebraska (hereinafter “Papillion”), the City of La Vista, Nebraska, located in Sarpy County, Nebraska (hereinafter “La Vista”) and referred to collectively as the Parties, is hereby amended for the sole purpose of adding the Metropolitan Community College Area, a body corporate and political subdivision of the state of Nebraska with presence in the counties of Dodge, Douglas, Sarpy, and Washington counties in Nebraska (“hereinafter “MCC”), as a party and signatory to the Interlocal Cooperation Agreement, and a member of the SDLEA.

WHEREAS, Sarpy, Douglas, Bellevue, Papillion and La Vista desire to amend the Interlocal Cooperation Agreement to add MCC as a party to the Interlocal Cooperation Agreement, and MCC desires to become a party to the Interlocal Cooperation Agreement.

It is mutually agreed between the parties that the following terms and conditions of the Interlocal Cooperation Agreement are hereby amended for the sole purpose of adding the Metropolitan Community College Area as a signatory and party to the Interlocal Cooperating Agreement and a member of the SDLEA to read as follows (deletions are stricken through and additions are underlined):

1. Definitions: As used herein the following terms shall have the following meanings:
  - a. “Sarpy-Douglas Law Enforcement Academy Advisory Board,” “Advisory Board,” or “Board” shall mean the six member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
  - h. “Authorized Representative” shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police.
20. Authorized Representatives and Notice. (The following shall be added to section 20 as the authorized representative for MCC)

### METROPOLITAN COMMUNITY COLLEGE

Chief of Police

Metropolitan Community College

5300 North 30<sup>th</sup> Street

Omaha, NE 68111

All other terms and conditions of the Interlocal Cooperation Agreement shall remain unchanged and in full force and effect.

SARPY COUNTY SHERIFF'S OFFICE:

COUNTY OF SARPY, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Sarpy County Board Chair

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deb Houghtaling, County Clerk

Approved as to Form:

\_\_\_\_\_  
Chief Deputy Sarpy County Attorney

COUNTY OF DOUGLAS, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Douglas County Board Chair

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Douglas County Attorney

PAPILLION POLICE DEPARTMENT:

CITY OF PAPILLION, NEBRASKA  
A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
David P. Black, Mayor

Date: \_\_\_\_\_

Attest:

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City Clerk

LA VISTA POLICE DEPARTMENT:

CITY OF LA VISTA, NEBRASKA  
A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
Douglas Kindig, Mayor

Date: \_\_\_\_\_

Attest:

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Pamela A. Buethe, City Clerk

BELLEVUE POLICE DEPARTMENT:

CITY OF BELLEVUE, NEBRASKA  
A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
Rusty Hike, Mayor

Date: \_\_\_\_\_

Attest:

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City Clerk

METROPOLITAN COMMUNITY COLLEGE AREA

A body corporate and political subdivision of the State of  
Nebraska

By: \_\_\_\_\_  
Randy Schmailzl, College President

Date: \_\_\_\_\_

Approved as to Form:

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MCC General Counsel