

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 2, 2025 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT RENEWAL – CRIME SCENE INVESTIGATION SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve the renewal of the Interlocal Cooperation Agreement with the Douglas County Sheriff's Office to provide La Vista Police Department with Crime Scene Investigation services.

FISCAL IMPACT

The FY26 Police Department General Fund provides funds for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

The police department has been using the Douglas County Sheriff's Office CSI personnel for Crime Scene Investigations on an as-needed basis. This resolution is seeking renewal of the MOU between our agencies. There is not a set annual fee. The fees are assessed as listed in the MOU on a monthly or as used basis.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY FOR CRIME SCENE INVESTIGATION SERVICES.

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 to renew an interlocal cooperation agreement for the purpose of providing crime scene investigation services in an efficient and effective manner; and

WHEREAS, the La Vista Police Department has a need for crime scene investigation services; and

WHEREAS, Douglas County, Nebraska is qualified to provide such services as described in the attached Interlocal Cooperation Agreement.

WHEREAS, Douglas County, Nebraska entered into an Interlocal Cooperation Agreement with the City of La Vista for crime scene investigation services in November of 2009 and the City of La Vista has been satisfied with the services provided.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute the renewal of the Interlocal Cooperation Agreement with Douglas County for crime scene investigation services.

PASSED AND APPROVED THIS 2ND DAY OF SEPTEMBER 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**SERVICES AGREEMENT
BETWEEN
DOUGLAS COUNTY, NEBRASKA
AND
La Vista Police Department**

Under the authority of the Nebraska Inter-local Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Agreement is entered into between the Douglas County, Nebraska, (herein after "Douglas County") a political subdivision of the State of Nebraska, by and through the Douglas County Sheriff, and La Vista Police Department, a *political subdivision of the State of Nebraska/municipal corporation of the State of Nebraska*, (herein called "Requesting Agency") for the purpose of providing forensic services.

**SECTION ONE
DUTIES AND RESPONSIBILITIES**

A. Duties of Douglas County

1. Provide the forensic and crime scene services as specified in the Forensic Services Division's (FSD) Services & Fees document which is attached and incorporated hereunto as Exhibit A and shall strive to respond to any request for assistance in a timely manner.
2. Provide and train personnel as necessary to perform forensic services specified in the Services & Fees document and as determined by the County Sheriff exercising professional judgment. Said personnel will at all times remain under the management and control of Douglas County. Employment rights of personnel assigned to provide services will not be abridged.
3. Reserve the sole right to determine its own availability to perform the forensic service request. This Agreement shall not be construed to require Douglas County to hire any new or additional personnel to perform forensic services.
4. Provide all equipment and facilities necessary to process a crime scene and to conduct laboratory analysis as specified in the Schedule of Forensic Services.
5. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Douglas County Sheriff's Office, Forensic Services Division's Evidence Submission Guidelines, to which the current guidelines are incorporated hereunto by reference and subject to periodic review and revision by

Douglas County. Further, Douglas County retains the right to refuse evidence for forensic processing and/or refuse to process or reprocess evidence submitted to the Douglas County Forensic Services Division if Douglas County believes, in its sole discretion, that the evidence has been compromised and/or otherwise contaminated.

6. Designate a Douglas County Crime Scene Investigation lead crime scene investigator upon arrival to a crime scene and said lead crime scene investigator shall coordinate services with the Requesting Agency's on-site command officer.
7. The lead crime scene investigator will notify the requesting agency of any breach noted while at crime scene or with evidence collected and/or processed.
8. The Douglas County Forensic Services Division has extensive dedicated equipment and facilities to ensure the provision of highly professional crime scene investigation and forensic services. Specific arrangements for the use of equipment and/or facilities is necessarily limited to assigned Douglas County Sheriffs Office personnel.
9. Provide written findings upon completion of any forensic analysis-performed. All records, reports, and documents concerning the performance of services provided by Douglas County Sheriffs Office personnel will be appropriately recorded and securely maintained in accordance with Sheriffs Office records/reporting directives and the State Records Retention Act.
10. Send written notification to the authorized representative of the Requesting Agency upon completion of forensic analysis for each item(s) of evidence submitted to Douglas County Forensic Services Division.
11. Invoice the Requesting Agency on a monthly basis or as forensic services are provided by Douglas County, whichever is the earlier to occur. The invoice will reflect actual services rendered on each item submitted for forensic analysis. Crime scene investigation services and latent print services will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments. Deposition and/or court appearances will be billed for a minimum of two (2) hours with additional time billed in 30 minute increments for on duty employees. When an off-duty employee is required to attend court and/or a deposition, a minimum of four (4) hours will be billed with additional time billed in 30 minute increments.
12. Update the Services & Fees document, attached as Exhibit A, no less than annually and provide a copy of said Schedule to the Requesting Agency's authorized representative no less than thirty (30) days prior to the effective date of said Schedule.

B. Duties of Requesting Agency

1. Submit evidence to the Douglas County Forensic Services Division in accordance with the current Douglas County Sheriff's Office, Forensic Services Division's Evidence Submission Guidelines, to which the current guidelines are incorporated hereunto by reference and subject to periodic review and revision by Douglas County. It is the sole responsibility of the Requesting Agency to comply with said packaging guidelines in effect on the day the evidence is submitted.
2. Submit a request for forensic service(s) that will be completed by the Forensic Services Division in a timely manner. The Requesting Agency shall pay an additional charge to Douglas County when such tests require expedient handling and/or additional personnel or services to meet a specific time requirement requested by the Requesting Agency. Douglas County reserves the right to refuse to perform the forensic services if it deems, in its sole discretion, that the service cannot be completed on or before the requested date.
3. Crime Scene Services:
 - i. Requesting Agency agrees to designate one Requesting Agency law enforcement official on site as a command officer to coordinate all communications with the Douglas County Sheriff's Office lead crime scene investigator. Said command officer shall be designated before or upon arrival of Douglas County Crime Scene Investigation Unit personnel at a crime scene and shall remain the command officer throughout the investigation.
 - ii. Requesting Agency agrees to maintain the crime scene in accordance with the current National Institute of Justice guidelines in effect on the day the crime scene is discovered.
 1. In the event that there has been a breach of crime scene integrity before the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall report the nature and details of the breach at the time of arrival to said scene to Douglas County's lead crime scene investigator.
 2. In the event that a breach of crime scene integrity is discovered during or after the arrival of Douglas County Crime Scene Investigation Unit personnel, Requesting Agency's command officer shall notify Douglas County's lead crime scene investigator immediately and report the nature and details of the breach to the authorized representative of the Douglas County Sheriff within twenty-four (24) hours.

4. Claim and take possession of item(s) and evidence submitted to Douglas County Forensic Services Division or collected by the Crime Scene Investigator for forensic analysis within one week after notification that testing of said item(s) is complete. Douglas County will not be responsible for evidence storage and disposal and is released from any liability for any item(s) and/or evidence unclaimed by the Requesting Agency eight days after said notification. The Requesting Agency may also be subject to additional storage fees for said unclaimed evidence.
5. Cooperate at all times with the employees and representatives of the Douglas County Sheriff's Office providing services under this Agreement.
6. Make payment for provided services no more than thirty (30) days after receipt of an invoice reasonably documenting all applicable charges and fees.

SECTION TWO

TERM, DURATION, REVIEW, REVISION, AND TERMINATION

This Agreement shall become effective on approval and execution by both Parties hereto and shall remain in effect until **2/18/2028**, a term no greater than three (3) years. This Agreement may be terminated upon mutual written consent of the parties or by either of the parties giving sixty (60) days written notice to the other of its intention to terminate the Agreement. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written agreement of the Parties. A review of the agreement will be conducted annually or more often as needed. Revision of the Agreement may be conducted as needed/deemed necessary by Douglas County.

SECTION THREE

GENERAL PROVISIONS

A. Independent Contractors.

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 that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not

as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees 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. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

B. Nondiscrimination.

Requesting Agency agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, Requesting Agency and its subcontractors 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 age, race, color, religion, sex, disability, or national origin of the employee or applicant. Requesting Agency and its subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

C. Captions.

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement. Unless otherwise indicated, all references to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein," "hereinbefore," "hereinafter," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

D. Applicable Law and Venue.

The Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this contract, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

E. Entire Agreement

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

F. Amendments/Modification.

This Agreement may be modified only by written amendment, duly executed by authorized officials of 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.

G. Assignment.

This Agreement is exclusive to the Parties and rights may not be assigned nor duties delegated by either Party except on prior written consent of the other. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. Any and all additional fees, charges, costs or expenses, which result from an approved assignment or delegation, shall be paid by the assigning/delegating Party.

H. 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.

I. Waiver.

The failure of either 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 either Party which is it 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.

J. 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.

K. Notice of Breach.

Either Party shall provide written notice to the other of breach of this Agreement, upon which notice the receiving party shall have ten business days to cure such breach to the mutual satisfaction of the Parties. During the cure period, the Parties shall act in good faith to perform their respective duties described herein.

L. Indemnification

Requesting Agency shall assume all risk of loss, indemnify Douglas County against loss, and hold Douglas County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by Requesting Agency's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of Requesting Agency to comply with terms and conditions of the Agreement, and for any

losses caused by other parties which have entered into agreements with Requesting Agency, provided that Douglas County gives Requesting Agency prompt, written notice of any such claim, suit, demand or cause of action. Douglas County shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. 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. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, Neb. Rev. Stat. §§ 13-901 to 13-928, or other applicable provisions of law. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein

M. No Third Party Rights.

This Agreement is executed for the benefit of the named parties only. 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 and agents.

N. 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 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 named individuals shall be the authorized representatives of the Parties:

FOR THE COUNTY

Amanda Neely
Douglas County Sheriff's Office
15345 West Maple Road
Omaha, NE 68116
(402) 444-6070
(402) 444-3644 fax
Amanda.Neely@douglascounty-ne.gov

FOR REQUESTING AGENCY

Chief Mike Schofield
La Vista Police Department
7701 S 96th Street
La Vista, NE 68128
(402) 331-1582
(402) 331-7210
mschofield@cityoflavista.org

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 or by facsimile with a signed return facsimile acknowledging receipt. A Party's contact person may be changed by at any time by providing written notice of the updated contact information to all the Parties.

O. Unavailability of Funding language

Due to possible future reductions in County, State and/or Federal appropriations, Douglas County 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 reduction in appropriations, Douglas County may terminate the Agreement or reduce the consideration upon notice in writing to Requesting Agency. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Douglas County shall be the final authority as to the availability of 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, Requesting Agency may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to Douglas County.

P. Drug Free Policy.

Requesting Agency established, maintains, and enforces a drug free workplace policy.

Q. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).

Requesting Agency 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.

R. Public Benefits.

With regard to Neb.Rev.Stat. §§4-108 - 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

S. Joint Work Product.

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

T. 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.

U. Insurance.

Requesting Agency shall maintain comprehensive General Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each person for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence and shall provide proof thereof. Requesting Agency agrees to provide and maintain throughout the term of this Agreement, and at its own expense, adequate statutory Nebraska workers' compensation insurance, and shall provide proof thereof. The policies required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Requesting Agency shall provide a certificate of insurance to Douglas County Purchasing before work or services are undertaken pursuant to this Agreement and upon demand of Douglas County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center, 1819 Farnam St.
Omaha NE 68183.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Requesting Agency or its interests. Requesting Agency 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 Requesting Agency's liability hereunder or to fulfill the indemnification provisions of this Agreement.

V. 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 Douglas County Sheriff's decision 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.

W. Conflict of Interest.

In the performance of this Agreement, Requesting Agency will avoid all conflicts of interests or appearances of conflict of interest. Requesting Agency will report any conflict of interest immediately to County. Requesting Agency assures County that no County employee will have a financial or personal interest in this Agreement. Requesting Agency did not and will not provide any money or other benefit of any kind to any County employee in the procuring of, facilitation of, and execution of or during the duration of this Agreement.

X. Dispute Resolution.

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting in Omaha, Nebraska to resolve the dispute in a mutually 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. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

DOUGLAS COUNTY, NEBRASKA

La Vista Police Department, NEBRASKA

Signed by:

Roger Garcia

03/11/2025

Chairperson

Date

Mayor/Chairperson

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signed by:

Theresa M. Clark

03/11/2025

Deputy

County Attorney

Date

Attorney

Date