

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 15, 2013 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT -- PAPILLION - LA VISTA SCHOOL DISTRICT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the Papillion-La Vista School District and the City of La Vista regarding law enforcement assistance.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

An official agreement between the Papillion-La Vista Public Schools (PLVSD) and the La Vista Police Department is required to allow the police department to access certain records protected by the Family Education Rights to Privacy Act (FERPA). The LVPD and the PLVSD have had previous agreements relating to the details outlined in the proposed Interlocal Cooperation Agreement, however, with the change in leadership at the PLVSD, a formal Interlocal Cooperation Agreement will perpetualize the ability for the LVPD to provide on-going services to the PLVSD. The agreement does not obligate any financial requirement to either party.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE PAPILLION – LA VISTA PUBLIC SCHOOL DISTRICT.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the School District desires to have law enforcement officers available to aid in the education and safety of the children of School District and City; and,

WHEREAS, the City of La Vista believes that the presence and support of a police officer from the La Vista Police Department will be of assistance to the City, the Department, and the School District; and,

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Chief of Police to execute an Interlocal Cooperation Agreement with the Papillion – La Vista Public School District.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**INTERLOCAL SERVICES AND COOPERATION AGREEMENT
CITY OF LA VISTA AND PAPILLION-LA VISTA SCHOOL DISTRICT**

This AGREEMENT is entered into this _____ day of _____ 2013, by and between the City of La Vista, Nebraska, a political subdivision of the State of Nebraska ("City"), and Papillion-La Vista School District #27, also known as Papillion-La Vista Public School District ("School District").

WHEREAS, City and School District are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 (Reissue 1997), et seq., which provides that two (2) or more public entities may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authorities capable of being exercised by either agency; and,

WHEREAS, pursuant to Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (Reissue 1997), the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereto to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs of the two communities; and,

WHEREAS, City believes that the presence and support of a local law enforcement officer who is a commissioned police officer from the La Vista Police Department ("Department") will be of assistance to the City, the Department, and the School District; and,

WHEREAS, the School District desires to have law enforcement officers by the Department available to serve the La Vista schools of School District #27, and aid in the education and safety of the children of School District and City.

NOW, THEREFORE, it is agreed by and between the parties, pursuant to Neb. Rev. Stat. 13-807 (Reissue 1997), as follows:

1. **DESIGNATED LAW ENFORCEMENT UNIT:** City agrees to serve as one of the Designated Law Enforcement Units for the District, as outlined in School District Policy 5501 (Student Records) to allow transfer of education records by District staff on a "Need to Know" basis, without requiring parental permission in advance, as allowed under the Family Education Rights to Privacy Act (FERPA).
2. **ANNUAL SCHOOL SAFETY AUDIT:** City will provide officers to conduct annual School Safety Audits of School District buildings in La Vista when authorized staffing levels permit. Such officers shall have the primary assignment and duty of reviewing all school safety procedures and conduct the Audit using a School Safety Audit form and format as agreed upon by both the City and the School District. Copies of this completed written audit shall be provided to the building principal and the Director of Student Services at the School District Central Office.
3. **DRUG PREVENTION AND SAFETY EDUCATION:** Department will provide law enforcement officers upon request to School District staff in La Vista school buildings, when authorized staffing levels permit for the purposes of conducting classroom presentations and educational programs related to drug prevention and child safety topics. Such instruction may include such established programs as

D.A.R.E. and G.R.E.A.T. and shall be arranged through the principal of each La Vista school and the appropriate Department supervisor.

4. **WELL CHECKS:** Department will respond to requests from School District personnel when authorized staffing levels permit for the purposes of conducting Well Checks at LaVista residences of students for whom the School District has been unable to determine the whereabouts or safety of the student. Law enforcement officers from the Department will report the results of their Well Check to the building administrator, or their designee, to confirm that the child has been located and is safe.
5. **TERM OF AGREEMENT:** The term of this Agreement shall be for a period determined by City and School District or until terminated by either party.
6. **COST OF PROGRAM:** All associated salary and benefit costs for providing law enforcement officers to conduct activities in the School District shall be assumed by the City.
7. **TERMINATION:** Agreement may be terminated by either the City or School District upon ninety (90) days written notice.
8. **ENTIRE AGREEMENT:** This Agreement with its attachments contains the entire agreement between the parties hereto, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Agreement cannot be amended except by all of the parties hereto.
9. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the parties hereby acknowledge, stipulate and agree that this agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
10. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member or employee, or no member of their governing bodies, and no other public official of parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this agreement, or the performing of either parties' obligations pursuant to this agreement, shall participate in any decision relating to this agreement which affects his or her personal interests, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this agreement or the proceeds thereof.
11. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this agreement is held to be illegal, void, or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, condition or provisions held to be illegal and/or invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and year first written above.

CITY OF LA VISTA, NEBRASKA

Chief of Police

Date

Attest: City Clerk

Date

PAPILLION-LAVISTA SCHOOL DISTRICT

President, Papillion-La Vista School District

Date

Attest

Date