

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 4, 2017 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT: LAW ENFORCEMENT TRAINING ACADEMY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement with the cities of Bellevue and Papillion, and Douglas and Sarpy Counties, for the creation of a law enforcement training academy.

FISCAL IMPACT

A yearly participant fee of approximately \$20,000-\$25,000 is expected. The amount will be off-set by approximately \$10,000 saved from not sending recruits to Grand Island for training.

RECOMMENDATION

Approval

BACKGROUND

The La Vista Police Department has been one of five law enforcement agencies (La Vista, Papillion, Bellevue, Sarpy and Douglas Sheriff) meeting over the past year to develop the concept of a combined area police academy. Recruit training at the Nebraska Law Enforcement Training Center has long been a challenge. The ability to enroll recruits at the NLETC is uncertain due to the limited class size and the demand for spots in the Academy. For example the December 2016 class had 50 spots available and had 83 applications. This greatly impacts our ability to hire and train recruits when they are needed. This has been the situation for the past 3 years and is expected to get worse as time goes on due to the expected number of recruits statewide that will need basic training.

Currently, agencies send recruits to the NLETC for 16 weeks and the recruits are on-site in Grand Island from Sunday night to Friday. They sleep and eat at the NLETC. Agencies are responsible for all travel costs, housing, meals, and overtime. The average cost of sending a recruit to Grand Island is approximately \$5,000 each.

With the creation of a joint Sarpy-Douglas Law Enforcement Academy, recruits will be trained in the metro area by personnel from the five agencies. Classroom space will be made available at all five agency locations. Other necessary venues, such as a driving track and firearms training sites, have also been identified. Recruits would commute on a daily basis. Overtime would be rare and no costs will be allocated for meals.

La Vista has been designated as the Fiscal Agent and as part of the Agreement would hire a Training Coordinator to facilitate the academy. Funding for the position would be through the yearly participation fee each agency will be required to pay. With five participating agencies involved, La Vista's share of the total costs will be 20% (estimated to be \$20,000-\$25,000 yearly). The Training Coordinator will be housed at the La Vista Police Station and supervised by the Chief of Police or his designee.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, SARPY COUNTY, NEBRASKA; PAPILLION, SARPY COUNTY, NEBRASKA; AND SARPY COUNTY, NEBRASKA, AND DOUGLAS COUNTY, NEBRASKA CREATING A LAW ENFORCEMENT TRAINING ACADEMY.

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, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "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")

WHEREAS, the Participants desire to enter into an Interlocal Cooperation Agreement and have agreed to the terms setting forth the rights and responsibilities of the Participating Agencies in creating a law enforcement training academy.

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska for the creation of a law enforcement academy.

BE IT FURTHER RESOLVED that the City of La Vista has been designated as the Fiscal Agent.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of ____, 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 1st of each year. On or before August 1st 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 156th 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 96th Street
La Vista, NE 68128
(402) 331-1582

FOR CITY OF PAPILLION
Chief of Police
Papillion Police Department
1000 East 1st 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

City Clerk

(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF PAPILLION, NEBRASKA

City Clerk

(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

County Clerk

(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

County Clerk

(Board Chairman)