

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 15, 2021 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>     |
|---|---|--------------------------|
| INTERLOCAL AGREEMENT —<br>PROSECUTORIAL SERVICES<br>LA VISTA CITY CODE VIOLATIONS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAM BUETHE<br>CITY CLERK |

**SYNOPSIS**

A resolution has been prepared to approve an Interlocal Agreement with the City of Papillion to provide prosecutorial services related to La Vista City Code violations effective July 1, 2021.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed service.

**RECOMMENDATION**

Approve.

**BACKGROUND**

For the past 25 years Mark Klinker has served the City of La Vista providing prosecutorial services for City Code violations. Earlier this year Mr. Klinker informed the City of his retirement.

Currently, the City of La Vista is paying a monthly retainer for contract attorney services. With this agreement the City would reimburse Papillion for the actual amount of time spent handling La Vista cases. The majority of cases for La Vista are animal control violations.

The City of La Vista averages about six (6) prosecutions per year. It is estimated that each case will take approximately one to one and one-half hours of attorney time and it is anticipated that time will be less than ten (10) hours per year.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPILLION FOR PROSECUTORIAL SERVICES RELATED TO LA VISTA CITY CODE VIOLATIONS EFFECTIVE JULY 1, 2021.

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 Mayor and City Council have determined that the City is required to prosecute criminal violations of the La Vista City Code; and

WHEREAS, the City of La Vista does not have an in-house legal department, so has contracted with a private attorney to provide this service; and

WHEREAS, the City of Papillion has an in-house legal department the currently providing this service for Papillion; and

WHEREAS, the cities desire to enter into an Interlocal Agreement under which the Papillion City Attorney or designee will provide prosecutorial service to the City of La Vista for criminal violations of the La Vista City Code, and bill the City of La Vista for actual time spent by the Papillion City Attorney; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this service; 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 Mayor to execute an Interlocal Cooperation Agreement with the City of Papillion for prosecutorial services related to La Vista City Code violations effective July 1, 2021

PASSED AND APPROVED THIS 15TH DAY OF JUNE 2021.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN THE CITIES OF PAPILLION AND LA VISTA, NEBRASKA**

This Agreement is entered into by and between the City of La Vista, Nebraska, a municipal corporation, ("La Vista") and the City of Papillion, Nebraska, a municipal corporation, ("Papillion") (La Vista and Papillion hereinafter collectively referred to as "the Cities" and separately referred to as "City").

WHEREAS, the Cities desire to agree that the Papillion City Attorney, or any lawyer employed by Papillion as designated by the Papillion City Attorney, (Papillion City Attorney or any such designee is referred to herein as "Papillion City Attorney") shall prosecute any persons cited or arrested under lawful authority ("Offenders") within the corporate boundaries of La Vista for violating the La Vista Municipal Code; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-827.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Services to be Provided by Papillion.** Papillion shall provide:

Prosecutorial Services: The Papillion City Attorney shall provide prosecutorial services on behalf of La Vista in regard to persons cited and/or arrested for violations of La Vista's Municipal Code, including without limitation investigating, litigating, and disposing of charges against such persons. The Papillion City Attorney in connection with such prosecutorial services shall have sole and absolute authority and discretion, including but not limited to any decisions regarding charging, bonds, dismissals, trial preparation and strategy, plea bargaining, or sentencing recommendations. La Vista shall provide the Papillion City Attorney access to necessary City records and otherwise cooperate with the Papillion City Attorney in connection with any such prosecution. The Papillion City Attorney shall keep the La Vista City Attorney informed and consult with him or her as appropriate regarding any such prosecution. This Agreement shall be jointly administered on behalf of the Cities by the Papillion City Attorney and the La Vista City Attorney.

**2. Funding; Budget.** In consideration for prosecutorial services provided by Papillion for La Vista pursuant to this Agreement, La Vista shall pay Papillion for the actual time provided by the Papillion City Attorney related to such prosecutorial services at the standard hourly rates set by the County Court of Sarpy County, Nebraska for court-appointed attorneys in misdemeanor cases. Papillion shall invoice La Vista monthly and said invoices shall be paid by La Vista within thirty (30) days of receipt. Papillion's budget includes costs of the Papillion City

Attorney. Property shall not be acquired, held, used or need to be disposed of under this Agreement.

### **3. Liability.**

Each party's liability is, and the provisions of this Section 3 shall be subject to, governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law. Provisions of this Section 3 are not intended to waive, and shall not waive, a party's sovereign immunity. It is understood and agreed that liability resulting from a violation of the civil rights of an Offender, as defined by 42 U.S.C. §1983, by an individual employed by either City, shall be the responsibility of that individual, and if provided by law, the City by which the individual is employed.

**4. Agreement Term and Termination.** This Agreement shall commence on July 1, 2021, and shall continue for a period of one year, until June 30, 2022. Thereafter it shall automatically renew for successive periods of one year unless a City, at least ninety (90) days prior to the last day of the current term, provides the other City with written notice to terminate the Agreement. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference. This Agreement may be executed in multiple counterparts, each and all of which shall constitute an original.

IN WITNESS WHEREOF, each of the parties caused this Agreement to be executed by the respective duly authorized officers as indicated below.

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

By: \_\_\_\_\_  
Mayor

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

Attest:

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City Clerk

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

By: \_\_\_\_\_  
Mayor

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

Attest:

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City Clerk

Approved as to Form:

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City Attorney