

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 20, 2026 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – SARPY COUNTY DRONE TEAM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MIKE SCHOFIELD CHIEF OF POLICE

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the cities of La Vista, Bellevue, Papillion and Sarpy County for the Sarpy County Consolidated Drone Team.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

This agreement will create a joint Sarpy County Consolidated Drone Team to better coordinate the drone response among the agencies within the county and create a better understanding that the use of drones by law enforcement officers can lead to increased efficiency and situational awareness during high stake calls.

A Drone Team Advisory Board comprised of the chief law enforcement officer for each of the four (4) participating agencies makes recommendations on the day-to-day operations of the Drone Team.

The Drone Team Advisory Board voted unanimously to establish the agreement for a period of three (3) years, with the Papillion Police Department providing the team commander.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR THE SARPY COUNTY CONSOLIDATED DRONE TEAM.

WHEREAS, it has long been recognized that mutual aid between law enforcement agencies sharing similar demands is highly desirable; and

WHEREAS, for the purpose of providing advanced technology, including the use of small, unmanned aircraft system technology to assist law enforcement officers in investigations; and

WHEREAS, the police departments also recognize that delivery of these services can be done most cost-effectively and with enhanced flexibility when forces are combined and said agreement is in the best interest of the citizens of La Vista; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement between the cities of La Vista, Bellevue, Papillion and Sarpy County for the Sarpy County Consolidated Drone Team.

PASSED AND APPROVED THIS 20TH DAY OF JANUARY 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk

Agreement Sarpy County Consolidated Drone Team

This Agreement (“Agreement”) is entered into as of the date of the last signature below, by and between the undersigned parties (hereafter individually “Party” and collectively “Parties) pursuant to Neb. Rev. Stat. §§13-801 et seq (“Interlocal Cooperation Act”).

WHEREAS, the Parties and their representative law enforcement agencies (individually “agency” or “Agency” and collectively “Agencies”):

- I. Recognize the need for advanced technology, including the use of small unmanned aircraft system (“sUAS” or “drone”) technology to assist law enforcement officers in investigations.
- II. Understand that use of drones by law enforcement officers can lead to increased efficiency and situational awareness during high stakes calls.
- III. Understand that successful administration of a drone team shall balance the benefits of such advanced technology with the preservation of community privacy.
- IV. Desire to form the Sarpy County Consolidated Drone Team for the purpose of carrying out said investigations and goals.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. Purpose. The Parties shall hereby form the Sarpy County Consolidated Drone Team. The purpose of this Agreement also is to define the roles and responsibilities of the Parties in connection with such Drone Team. This Agreement is not intended, nor shall it be construed to in any way limit the power or authority of any Party, Agency or law enforcement officer granted by Neb. Rev. Stat. § 29-215. Nothing in this Agreement shall modify or terminate any previously entered into agreements between the Parties or between any Party with any other person or entity not party to this Agreement. To that end, each Party or Agency may individually impose in respect to its own officers such requirements, conditions or limitations as such Party or Agency may choose and so long as not contrary to the terms hereof.

- II. Policies and Procedures.

Leadership: The Sarpy County Consolidated Drone Team shall be led by the Sarpy County Consolidated Drone Team Commander. The Sarpy County Consolidated Drone Team Commander at the time this Agreement is signed is Papillion Police Department Officer Travis Rozeboom. In the event Officer Rozeboom cannot serve as the Sarpy County Consolidated Drone Team Commander for any reason, or by agreement of the Agencies, the Sarpy County Consolidated Drone Team Commander can be appointed by majority vote of the authorized representatives of the Agencies specified in Article XII below, or their designees.

Any sUAS pilot flying under this Agreement on behalf of their agency must meet the following requirements:

- a. Maintain a valid remote pilot certificate pursuant to 14 CFR Part 107 with recurrency every 2 years and provide documentation of such to the Sarpy County Consolidated Drone Team Commander.

- b. Demonstrate proficiency on the platform(s) they operate through one of the following:
 - i. Completion of NIST Level 3 or higher proficiency exam administered by either LEDA or APSA certified proctor within the past 12 months, or
 - ii. Completion of proficiency demonstrated to the Sarpy County Consolidated Drone Team Commander or their designee in a training environment.
- c. Completion of two (2) hour of annual training on operating under an FAA Certificate of Waiver (COW), Certificate of Authorization (COA) or Special Government Interest (SGI) authorization.
- d. Ability to live stream through a 3rd party application as determined by the Sarpy County Consolidated Drone Team Commander.

Callout Procedures:

- a. Each agency will maintain their own sUAS team and handle sUAS calls within their jurisdiction pursuant to agency policies and procedures.
- b. When participating agency desires assistance with equipment or pilots due to a large-scale event or staffing, the agency's designated sUAS point of contact shall make a request through the designated communication channel that specifies the following:
 - i. Brief description,
 - ii. Staging location,
 - iii. Number of pilots needed,
 - iv. Aircraft platforms desired; and,
 - v. Name and contact information for additional details.

For every call for service, any sUAS pilot flying under this Agreement shall ensure:

- e. Completion of a standardized drone report and associate "Drone Report" call for service through Sarpy Dispatch and provide said report to the Sarpy County Consolidated Drone Team Commander.
- f. Retain all digital footage and evidence in accordance with agency policy and procedures and provide the same to the jurisdiction in which the mission occurred.

- III. Employment status. Each sUAS pilot shall be and remain employed by, and subject to the direction and control of, his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the agency that employs the pilot. Thus, equipment, uniform, personnel costs, and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing agency. Internal Affairs Investigations and disciplinary action arising out of a pilot's conduct, omissions, actions, etc. while serving pursuant to this Agreement shall be handled by pilot's Agency. Notification or initiation of an investigation, or any disciplinary or other employment related proceeding or action, will be conducted by the employing agency and follow the employing agency's laws, rules and policies.
- IV. Liability Insurance. The Parties each agree 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 of such Party and insuring against liability for bodily injury,

personal injury, death or property damage, in an amount not less than the maximum liability of such Party under applicable law.

- V. Dispute Resolution Process. In the event of a dispute arising under this Agreement, the matter shall be referred to the authorized representatives of the Agencies for resolution. Written notice of the dispute shall be provided by the Sarpy County Consolidated Drone Team Commander or any Agency involved in the dispute to each Agency's authorized representative within ten days after the dispute arises. The authorized representatives of the Agencies must meet and attempt to resolve the dispute in a satisfactory manner. This meeting must take place within ten business days after the authorized representatives of the Agencies have been sent notice of the dispute. Any proposed resolution of the authorized representatives of the Agencies must be issued in writing to all Parties within fifteen days after such meeting. During the pendency of this process, the Parties and Agencies shall act in good faith to perform their respective duties described herein.
- VI. Terms of Agreement. This Agreement shall be effective for an initial term of two years beginning on the date of the last signature below. At the end of the initial two-year term, this Agreement shall automatically renew for additional one-year terms ("Renewal Term"). Any party may withdraw from and terminate its participation in this Agreement at any time by providing written notice to the Sarpy County Consolidated Drone Team Commander. The termination of this Agreement by one Party does not terminate the Agreement between the remaining Parties, which shall remain in full force and effect.
- VII. 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.
- VIII. Indemnification/Liability. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnatee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee(s), are caused by the negligent acts or omissions or misconduct of the indemnitor, its officers, officials, agents, or employees. Except that, a Party shall have no liability whatsoever for declining to respond, delaying to respond, or terminating its response to another Party's request for mutual aid and assistance pursuant to 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 Subdivisions Tort Claims Act or other applicable provisions of law.

- IX. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- X. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- XI. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by all authorized representatives of the Parties. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY

County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046

CITY OF LA VISTA

Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128

CITY OF PAPILLION

Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046

CITY OF BELLEVUE

Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

- XII. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
- XIII. 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.

- XIV. 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.
- XV. 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.
- XVI. 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.
- XVII. 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 authorized representatives of the Parties. In the event of a conflict, the majority decision of such authorized representatives shall govern. For this purpose, each authorized representative will have one vote and may appoint a designee to act on his or her behalf. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax. Any property used in carrying out this Agreement shall be and remain the property of the Party that owns it, and any costs or expenses to carry out this Agreement shall be incurred and paid by each Party as such Party from time to time determines necessary or appropriate, and appropriates and authorizes.
- XVIII. 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 shall constitute one and the same document, and it shall be in full force and effect even if so executed.
- XIX. 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.
- XX. Recitals. Recitals on the first page above are incorporated into this Agreement by reference.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chairman

Date: _____

Attest:

~~Deb Houghtaling, County Clerk~~ _____

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

By: Mayor

Date: _____

Attest:

~~City Clerk~~ _____

Approved as to Form:

~~Papillion City Attorney~~ _____

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

By: Mayor

Date: _____

Attest:

~~City Clerk~~ _____

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

By: Mayor

Date: _____

Attest:

~~City Clerk~~ _____

Approved as to Form:

~~Bellevue City Attorney~~ _____