

**INTERLOCAL COOPERATION ACT AGREEMENT FOR SCHOOL
RESOURCE OFFICERS, CALENDAR YEAR 2008**

This Agreement is made by and between the City of Lincoln, Nebraska, hereinafter referred to as "CITY," and Lancaster County School District 001 (a/k/a Lincoln Public Schools), hereinafter referred to as "LPS." CITY has as its primary place of business 555 South 10th Street, Lincoln, NE 68508; and LPS has as its primary place of business 5901 O Street, P.O. Box 82889, Lincoln, NE 68501-2889.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §13-801 et seq., (the "Act"), and the Joint Public Agency Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-2501 et seq., (the "Public Agency Act") authorize any two or more public agencies to enter into agreements for the joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies, and CITY and LPS are public agencies within the meaning of these laws; and

WHEREAS, CITY believes the presence of School Resource Officers from the Lincoln Police Department will be of assistance to CITY, its Lincoln Police Department, and LPS; and

WHEREAS, LPS desires to have School Resource Officers from the Lincoln Police Department to serve the public middle schools and high schools of LPS during calendar year 2008; and

WHEREAS, CITY is willing to provide such School Resource Officers to LPS in consideration of certain amounts to be paid as established pursuant to the terms of this Agreement; and

WHEREAS, LPS is willing to fund one-half of the cost of the School Resource Officer program for officers serving the District's middle schools and high schools; and

WHEREAS, CITY and LPS had an agreement for Middle School Resource Officers during the 2006 and 2007 calendar years:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. TERM AND RENEWAL – Except as otherwise provided herein, this Agreement shall commence on the 1st day of January, 2008, and continue until the 31st day of December, 2008. This Agreement may be renewed for additional one (1) year periods upon mutual written agreement of the parties hereto.

2. PROVISION OF SCHOOL RESOURCE OFFICERS – CITY shall provide, pursuant to the terms of this Agreement, four (4) Lincoln Police Department officers for

assignment to middle schools in LPS and six (6) Lincoln Police Department officers for assignment to high schools in LPS.

3. PRIMARY DUTIES AND ASSIGNMENT – Each School Resource Officer will, during the LPS school year, have as their primary assignment and duty to act as a School Resource Officer for the purposes of the LPS school(s) to which LPS requests their assignment. LPS recognizes that each officer will be required to attend training as provided by the Lincoln Police Department, will have leave time available, and may be temporarily removed from the School Resource Officer assignment in the case of an emergency or other police necessity which would require the immediate use of the School Resource Officer in another capacity by the Lincoln Police Department. CITY agrees that it will make every reasonable effort to provide a replacement in the absence of any regularly assigned School Resource Officer. In the event no replacement is available, and the result is that, regardless of the reason, any School Resource Officer or their replacement is unavailable to LPS for a period of five school days or more, the parties agree that the amounts due the CITY under this agreement shall be reduced pro-rata based on the proportion of the time specified in the Agreement that one or more School Resource Officers or their replacements are not available to LPS. The pro-rata reduction will be implemented after a School Resource Officer has accumulated a total of five days of absence (does not have to be a consecutive five days) as absence is defined in this subsection. After the five days of accumulated absence, the LPS obligation will be reduced by one-half of the School Resource Officer daily cost as evidenced by Exhibit A which is incorporated herein by reference.

4. ROLE OF SCHOOL RESOURCE OFFICERS – The School Resource Officers will assist LPS in the education of students and faculty; will assist in communication between LPS and the Lincoln Police Department; and will take appropriate law enforcement action when situations arise requiring the exercise of police authority.

5. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS – The School Resource Officers will be employees of CITY for all purposes.

6. NO SEPARATE LEGAL ENTITY – No separate legal entity shall be created by this Agreement, no separate budget shall be established, and no property shall be acquired which would need to be disposed of upon termination. This Agreement may be modified by mutual agreement of the parties hereto; however, any modification of this Agreement must be made in writing and must comply with the provisions of the Interlocal Cooperation Act and other laws.

7. BILLING AND PAYMENT – CITY will invoice LPS for costs incurred pursuant to this Agreement not more frequently than monthly. Upon receipt of acceptable invoices, LPS agrees to remit payment within thirty (30) calendar days.

8. AMOUNTS TO BE PAID BY LPS – Unless otherwise provided in this Agreement, LPS agrees to pay \$228,996.00 for the School Resource Officer Program services provided during calendar year 2008. The calculation of such amount is contained in Exhibit A, which is incorporated herein by reference. In the event of successor Agreements pursuant to Section 1 of

this Agreement, in no calendar year shall the cost per officer per year payable by LPS be greater than such cost in 2008, compounded by a growth limitation of 5% per calendar year.

9. INDEMNIFICATION – The parties hereto agree to indemnify and hold one another harmless, to the fullest extent allowed by law, against all losses, claims, damages, and expenses, including attorneys’ fees, arising out of or resulting from the performance of this Agreement by LPS and CITY. Both parties agree to provide liability insurance or maintain sufficient funds in a self-insurance program to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in performing this Agreement.

10. TERMINATION OF THE AGREEMENT - This Agreement may be terminated without cause by either party upon sixty (60) days’ written notice to the other party. In the event of such termination, LPS shall remit payment for all services actually provided up to the time of the termination, based on the cost rates detailed in Exhibit A.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS.

LANCASTER COUNTY SCHOOL DISTRICT 001

BY: _____
Dennis A. Van Horn
Associate Superintendent for Business Affairs

Date

THE CITY OF LINCOLN, NEBRASKA

BY: _____
Chris Beutler, Mayor

Date

**Exhibit A - INTERLOCAL COOPERATION ACT AGREEMENT FOR MIDDLE SCHOOL RESOURCE OFFICERS,
CALENDAR YEAR 2008**

Cost Item	Amount	Notes
Salary	\$47,723.52	Based on Middle of Pay Scale "F"
Benefits	\$14,317.06	
College Pay	\$750.00	
Uniform Cleaning Allowance	\$360.00	
Patrol Car	<u>\$3,000.00</u>	Mileage Reimbursement
Total Annual Cost Per Officer	\$66,150.58	
Daily Cost of Officer	\$254.43	Annual Cost Per Officer Divided by 260 Days
(A) 1/2 (LPS Share) Of Daily Officer Cost	\$127.22	
(B) Number of Officers for Agreement	10	
(C) Number of Secondary School Days, 2007-2008	180	
LPS Annual Cost of Agreement (A x B x C)	\$228,996.00	