



Smart# 23090037
09/05/23-police/mrs



EXECUTIVE ORDER

NO. 98046

BY VIRTUE OF THE AUTOHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby accept and approve on behalf of the City of Lincoln the attached Interlocal Agreement with Lancaster County School District 001 (a/k/a Lincoln Public Schools) for the purpose of providing School Resource Officer from the Lincoln Police Department to serve the public high schools of Lincoln Public Schools, one threat assessment officer, and six middle school resources officers to cover the middle schools of Lincoln Public Schools, based upon the terms and conditions as specified in said agreement for the period between September 1, 2023 and August 31, 2024.

The City Clerk is directed to forward a copy of this Executive Order and two fully executed original contracts to: Michele Selvage at Lincoln Police Department to distribute to Lincoln Public Schools.

Dated this 4 day of OCTOBER, 2023.

Leirion Gaylor Baird, Mayor of Lincoln

Approved as to Form & Legality:

Approved:

Approved:

Assistant City Attorney

Police Department

Finance

**INTERLOCAL COOPERATION ACT AGREEMENT FOR
SCHOOL RESOURCE OFFICERS AND
THREAT ASSESSMENT OFFICER**

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 5905 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 and Threat Assessment Officer 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 and a Threat Assessment Officer from the Lincoln Police Department to serve the public middle and high schools of LPS during the term of this Agreement; and

WHEREAS, CITY is willing to provide such School Resource Officers and a Threat Assessment Officer 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 a portion of the cost of the School Resource Officer program for officers serving the District's middle and high schools and a portion of the cost of a Threat Assessment Officer to assist LPS in additional threat management initiatives; and

WHEREAS, CITY and LPS have previously contracted for School Resource Officers which included the opportunity for renewal of such agreements:

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 September 2023 and continue until the 31st day of August 2024. This Agreement may be renewed upon mutual written agreement of the parties hereto. This Agreement may be renewed for additional one (1) year periods upon mutual written agreement of the parties hereto.

2. PROVISION OF OFFICERS – CITY shall provide, pursuant to the terms of this Agreement, fourteen (14) Lincoln Police Department officers for assignment to middle and high

schools in LPS and one (1) LPD officer for assignment as a Threat Assessment Officer to the District.

3. PRIMARY DUTIES AND ASSIGNMENT –

a. Each School Resource Officer will, during the LPS school year, have as their primary assignment and duty to be present for a full duty day on all school days and 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. LPD as a part of this Agreement shall provide a School Resource Officer to serve at the building(s) identified by LPS while summer school is in session.

b. The Threat Assessment Officer will, during the LPS school year, have as his or her primary assignment and duty to act as a Threat Assessment Officer to serve all schools of LPS. LPS recognizes that the Threat Assessment 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 assignment in the case of an emergency or other police necessity which would require the immediate use of the Threat Assessment Officer in another capacity by the Lincoln Police Department.

c. City shall cause the officers to be performing their assigned duties hereunder during school days and the summer school session to the maximum extent possible not to exceed the contract total days as specified in Exhibit A. Discretionary leave days shall be minimized. In the event a School Resource Officer is going to be absent, City shall inform LPS of such fact, and LPS may request another on duty School Resource Officer be relocated to the building that is not being covered. City will take reasonable steps to have officers available to be assigned in the event of vacancies or absences.

d. In the event that LPS, based upon reasonable cause, is dissatisfied with any officer provided under this Agreement by City, LPS shall give written notice to City of such fact and the reason(s) therefor. The City and LPS shall work together to address the concerns.

4. ROLES OF OFFICERS –

a. 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. On or about December 14, 2020, the parties have entered into a separate Memorandum of Understanding (City Resolution A-92508), which may be amended and updated from time to time and which in its current or any such amended form shall be considered as incorporated herein by this reference. This Memorandum of Understanding is binding on the parties and further identifies the roles of the School Resource Officers and the roles of LPS staff.

b. The Threat Assessment Officer will assist in the development of additional threat management initiatives available to LPS schools in an effort to identify individuals who represent a potential threat to refer such individuals to law enforcement, behavior health services, and/or other services, and to communicate with LPS about threat cases and initiatives.

5. EMPLOYMENT STATUS OF OFFICERS – The School Resource Officers and Threat Assessment Officer 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 the amount set forth in Exhibit A for the services provided herein during the contract term. 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 the preceding year, compounded by a growth limitation of seven percent (7%) per calendar year.

City shall provide LPS with a written report, on a quarterly basis, of the School Resource Officer and Threat Assessment Officer absences in the prior three months. Each quarterly report shall be delivered to the LPS Director of Security. The report for School Resource Officers is to detail (1) full duty days of assigned officer coverage provided to LPS, (2) duty days a replacement officer was assigned, and (3) days there was no officer assigned to the school for the duty day. The School Resource Officers portion of the report is to detail the foregoing information by the assigned officer. The report as to the Threat Assessment Officer is to detail (1) full duty days of assigned officer coverage provided to LPS, (2) duty days a replacement officer was assigned, and (3) duty days there was no officer assigned by LPD to LPS for the day. The Threat Assessment Officer portion of report is to also detail the foregoing information by the assigned Threat Assessment Officer.

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.

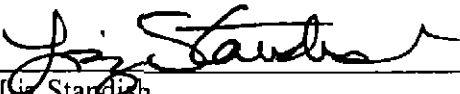
10. E-Verify – City agrees to use the federal immigration verification system to determine the work eligibility status of employees performing services under this Agreement.

11. 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

LANCASTER COUNTY SCHOOL DISTRICT 001

BY:  MB 8.9.23
Liz Standish Date
Associate Superintendent for Business Affairs

THE CITY OF LINCOLN, NEBRASKA

BY:  9/28/23
Leirion Gaylor Baud, Mayor Date

**Exhibit A - INTERLOCAL COOPERATION ACT AGREEMENT FOR SCHOOL RESOURCE OFFICERS
AND THREAT ASSESSMENT OFFIER, SEPTEMBER 2023 – AUGUST 2024**

| Cost Item | Amount | Notes |
|---|---------------------|--|
| Salary | \$90,620.84 | |
| Benefits | \$31,981.32 | |
| College Pay | \$750.00 | |
| Uniform Cleaning Allowance | \$420.00 | |
| Patrol Car | <u>\$6,731.79</u> | Mileage Reimbursement |
| Total Annual Cost Per Officer | \$130,503.90 | |
| Daily Cost of Officer | \$501.94 | Annual Cost Per Officer Divided by 260 Days |
| (A) 1/2 (LPS Share) Of Daily Officer Cost | \$250.97 | |
| (B) Number of Officers for Agreement | 14 | Added Standing Bear HS |
| (C) Number of School Days, 2023-2024 | 180 | |
| (D) LPS Annual Cost of SROs (A x B x C) | \$632,442.22 | |
| (E) Number of Threat Assessment Officers | 1 | |
| (F) Number of School Days, 2021-2022 | 180 | |
| (G) LPS Annual Cost of Threat Assessment Officer (A x E x F) | \$45,174.44 | |
| LPS TOTAL COST OF AGREEMENT (D + G) | \$677,616.66 | |