

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LINCOLN PUBLIC SCHOOLS AND CITY OF LINCOLN, NEBRASKA
FOR LINCOLN SAFE AND SUCCESSFUL KIDS**

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into as of the date executed below by the last signatory party (“Effective Date”), by and between CITY OF LINCOLN, NEBRASKA (“City”), whose primary address is 555 South 10th Street, Lincoln, NE 68508, and THE LANCASTER COUNTY SCHOOL DISTRICT 001, a/k/a LINCOLN PUBLIC SCHOOLS, a Class IV school district under the laws and statutes of the State of Nebraska (“LPS”), whose primary address is 5905 O Street, Lincoln, Nebraska 68510.

RECITALS

1. The safety and success of the children in the City of Lincoln community are instrumental to the community’s success.
2. It is fundamental to enriching the lives of LPS students and their families and to improving neighborhoods in the City of Lincoln that sensible steps be taken with the objective of protecting students from reasonably perceivable risks, preventing such risks to students where possible, and preparing students for greater academic and personal success.
3. City and LPS have partnered on many initiatives to address these objectives, including working together and with others for more than twenty (20) years in implementing Lincoln Community Learning Centers (“CLC”). Located in twenty-nine (29) existing LPS schools and attached City recreation facilities, CLCs have improved participating students’ academic and well-being measurements year after year. CLCs seek to provide a safe place for students to continue their academic and personal growth during critical before and after school hours, and during the summer break from school, which generally results in citizens who graduate from high school on time and are better prepared for further education, careers, and civic life.
4. Given recent international and national threats and tragedies in an ever-changing world, it is recognized that more can be done in an effort to protect students and enhance their academic and personal success. To achieve these ends, City and LPS (individually “Participant” and collectively “Participants”) endeavor to strengthen their partnership with each other and with nonprofits, businesses and community entities (collectively “Community Partners”). This proactive, preventive, and protective initiative is intended to improve school safety and academic learning.
5. The Participants have determined that it is necessary, desirable, advisable and in the best interest of City and its residents and of LPS and its students and families to provide for the general safety and success of LPS students by: (a) funding protective measures, such as School Resource Officers and a threat assessment officer; (b) funding behavioral health services that identify and mitigate discernible behavioral issues that could impact the LPS school learning environments and the well-being of the Lincoln community; (c)

offering additional education opportunities for our children and youth during non-school hours to help foster safety and lifelong skills; (d) seeking to expand Lincoln CLCs and enhance other student, family and neighborhood services throughout LPS schools and attached City recreation facilities; and (e) improving and expanding shared coordination, governance, programming and funding responsibilities among City, LPS and Community Partners (collectively “Purposes”).

6. The Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (the “Act”) provides that two or more public entities may enter into an agreement for joint or cooperative action. The Participants have determined that to make progress towards the Purposes set forth above, it is necessary, desirable and advisable, and in the best interest of the community, to enter into this Agreement and to facilitate the creation of a separate Nonprofit Organization (defined below) to provide additional oversight, transparency, accountability, resources, talent, coordination, and partnership opportunities.
7. LPS is a Class IV school district, a body corporate duly created and existing under the laws of the State of Nebraska, and an eligible public agency under the Act.
8. City is duly organized and validly existing as a city of the primary class, political subdivision of the State pursuant to Chapter 15, Nebraska Revised Statutes, as amended, and its home rule charter, and an eligible public agency under the Act.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Participants agree as follows:

ARTICLE I

PURPOSES AND PROGRAMS

1. **Purposes:** The Purposes of the cooperative undertakings under this Agreement are stated in Recital 5 above.
2. **Programs:** The Purposes are further prioritized into the following three (3) program categories (collectively “**Programs**”):
 - a. Proactive Programs: Enhance CLCs and related student, family, and neighborhood services throughout the LPS system. This Program category includes support for CLC leadership, including leadership development, as well as extended learning opportunities for Lincoln children and youth, which may include one (1) School Community Coordinator for each CLC site existing at the time this Agreement is executed; summer enrichment programming; reading, writing, math, engineering, and science support; computer technology and programming skills; physical education, fitness, wellness; other education opportunities; scholarships to assist families and expand the number of children who can access CLC programs; and learning supports and services to Lincoln families of students and neighborhoods to support student achievement, including family literacy, financial literacy, and other supports that build individual, family,

and neighborhood protective factors.

- b. Preventive Programs: Provide behavioral health services to students and their legal guardians. Priority will be given to CLC schools in allocating these services.
- c. Protective Programs: Provide School Resource Officers (“SROs”) at high schools, shared SROs at middle schools, and develop additional threat management initiatives available to LPS schools in an effort to identify individuals who represent a potential threat and to refer such individuals to law enforcement, behavioral health services, and/or other services. The Participants have entered into a Memorandum of Understanding for purposes of setting forth the roles and responsibilities of LPS and SROs with respect to school discipline and law enforcement referrals, which shall be continually renewed.
- d. Except as otherwise provided herein, the Interlocal Board may not amend or change the Programs as set forth above without the prior approval of each governing body of the Participants.

ARTICLE II

ADMINISTRATION AND ORGANIZATION

1. **No Joint Entity**: No separate legal or administrative entity is created under this Agreement.
2. **Administration**: Except as otherwise provided herein, this Agreement, the Purposes and Programs, and the cooperative undertakings shall be administered by a board known as the “**Interlocal Board**.”
3. **Qualifications**: The Interlocal Board shall be made up of six (6) members consisting of the following:
 - a. Three LPS Members: Three (3) members of the Lincoln Board of Education (“**School Board**”) appointed by the President of the School Board (collectively “**LPS Members**”).
 - b. Three City Members: The Mayor of the City (“**Mayor**”) shall appoint himself or herself or a designated representative and the City Council (“**City Council**”) of the City shall appoint two members of the City Council (collectively “**City Members**”).
4. **Term**: So long as such member holds the position set forth in the Qualifications Section above, each member shall serve for a term of two (2) years for City and a term of not more than two (2) years for LPS, or until his or her successor has been appointed and has qualified in the same manner as the original appointment. A member shall receive no compensation for his or her services. Any vacancy for a City seat shall be filled by the

entity that made the appointment. Any vacancy for a LPS seat shall be filled by the President of the School Board. A member shall be eligible for reappointment upon the expiration of his or her term. A member may resign or be removed for cause at any time by the entity that made the appointment.

5. **Rules of Governance:** In addition to any other Rules of Governance adopted by the Interlocal Board, the Rules of Governance shall include the following:
 - a. Voting: Each member shall have one vote on matters before the Interlocal Board. Except as may otherwise be provided herein, all actions of the Interlocal Board shall require a minimum affirmative vote of: (a) two (2) of the three (3) LPS Members entitled to vote, and (ii) two (2) of the three (3) City Members entitled to vote.
 - b. Quorum: In order for the Interlocal Board to take an action or transact any Interlocal Board business at any meeting of the Interlocal Board, a quorum of a minimum of (i) two (2) of the three (3) LPS Members must be present, and (ii) two (2) of the three (3) City Members must be present.
 - c. Officers: The Interlocal Board shall elect a chair and vice-chair from among the members. The terms of office for the officers shall be annual unless otherwise set forth in any additionally adopted Rules of Governance. The Interlocal Board shall elect a Secretary and a Treasurer who each shall serve at the pleasure of the Interlocal Board until their respective successors shall be appointed or elected as may be set forth therein.
 - d. Regular and Special Meetings: The Interlocal Board shall set a schedule of regular meetings unless otherwise provided in any additionally adopted Rules of Governance. Special meetings of the Interlocal Board may be called by the chair or any two (2) Interlocal Board members unless otherwise provided in any additionally adopted Rules of Governance. All such meetings will be held within the constraints of the Nebraska Open Meetings Act.
 - e. Operational Rules: To the extent this Agreement, any additionally adopted Rules of Governance, or other documents formally adopted by the Interlocal Board do not provide specifics as to operation and governance under this Agreement, the Interlocal Board shall work out and adopt such operational rules.
 - f. Report to Participants: The Interlocal Board shall prepare a written report annually based on the Programs set forth in Article I and share this report with the governing bodies of each Participant. Such report shall include the manner of establishing and maintaining a budget, information on levels of service for each Program and a delineation of any new services or employees funded for each of the Programs as compared from year to year.
6. **Meetings and Notice:** Notice of the meeting and agenda shall be provided to each

member and reasonable advance publicized notice prior to each such meeting by the Interlocal Board shall be provided pursuant to Neb. Rev. Stat. § 84-1411, as amended. In the event that the necessity arises for an emergency meeting without reasonable advance notice, the nature of the emergency shall be stated in the minutes and any formal action taken in the meeting, which may occur by electronic or telecommunication equipment, shall pertain only to the emergency.

The designated method of giving notice of meetings of the Interlocal Board shall be by publication or posting subject to and in accordance with the Nebraska Open Meetings Act. The Interlocal Board shall give public notice of the meeting pursuant to Neb. Rev. Stat. § 84-1411, as amended, including maintaining an agenda with the Secretary of the Interlocal Board, unless otherwise designated, which shall be available for inspection by the public and on City's website. All meetings shall be conducted in accordance with the Nebraska Open Meetings Act (Chapter 84, Article 14, Nebraska Revised Statutes, as amended).

7. **Agreement Duration:** The term of this Agreement shall be perpetual, commencing on the Effective Date, and shall continue in effect until terminated as provided herein.
8. **Termination; Wind-up:** This Agreement may be terminated by either Participant by resolution or ordinance adopted by the Participant's governing body and notice to the other Participant. Unless Participants otherwise agree, notice shall be provided by March 1 for the termination to take effect as of the start of the next fiscal year. Upon termination of the Agreement, all property of LPS or City used in pursuance of the Purposes and Programs and other cooperative undertakings under this Agreement shall remain the property of LPS or City respectively.
9. **Authority:** The governing body of each Participant shall have passed the necessary approving resolution. A certified copy of each approving resolution shall be kept on file at the City Clerk's office located at 555 South 10th Street, Lincoln, Nebraska 68508. The Interlocal Board shall submit information required by Section 13-804 of the Act, as amended, to the Auditor of Public Accounts.

ARTICLE III

MAINTENANCE OF PROGRAM SERVICES

1. **Level of Service; Participants' Intent:** Participants intend to continue funding the Purposes and Programs at the following levels:
 - a. CLCs/Proactive Programs:
 - i. City currently serves as the lead agency and/or core service provider at five (5) elementary school locations: Belmont Elementary, Calvert Elementary, Arnold Elementary, McPhee Elementary, and Everett Elementary. City also provides an annual grant for the School Community Coordinator at Pershing Elementary and Mickle Middle school, and an annual grant for CLC

operations at Park Middle School. City intends to continue providing these services and grants at the same level (or greater).

- ii. LPS currently provides funding for CLC leadership and programming as described in Article I. LPS intends to continue providing funding at the level (or greater) provided upon approval of this Agreement.

b. Behavioral Health/Preventive Programs: LPS currently provides funding for behavioral health services for both students and their parents or legal guardians. This includes contractual services and services provided by LPS personnel. LPS intends to continue providing funding at the level (or greater) provided upon approval of this Agreement.

c. SROs & Threat Assessment Officer/Protective Program:

- i. High School SROs: City currently provides six (6) SROs serving each of LPS's six (6) high schools. The cost share for these officers is set forth in a separate funding agreement between the Participants. The Participants intend to continue funding for an SRO at each of LPS's comprehensive high schools. The Participants anticipate SROs will serve new LPS comprehensive high schools as they are opened.

- ii. Middle School SROs: City currently provides six (6) SROs serving LPS's twelve (12) middle schools. The cost share for these officers is set forth in a separate funding agreement between the Participants. The Participants intend to continue funding for six (6) middle school SROs, except that as additional schools are constructed and opened, Participants agree to meet and discuss the addition of and/or reallocation of SRO resources.

- iii. Threat Assessment Officer: City currently provides one (1) threat assessment officer focused on school-related threats. The cost share for this officer is set forth in a separate funding agreement between the Participants. The Participants intend to continue funding for one (1) threat assessment officer.

2. **Maintenance of Effort; Modifications to Levels of Service:** The Participants agree to use their best efforts to maintain the current levels of service as set forth above. In addition, the Participants will encourage the Community Partners to: (a) maintain and increase their level of efforts to support CLCs; and (b) implement the stated Purposes. The Participants acknowledge that circumstances may require a change in the levels of service set forth above. The Participants agree that they will meet and confer in good faith before a reduction of any such levels of service.

3. **Interlocal Board Review:** The Interlocal Board will hold at least three (3) meetings per fiscal year: one meeting focused on CLCs/Proactive Programs; one meeting focused on behavioral health services/Preventive Programs and threat assessment; and one meeting

focused on SROs/Protective Programs. During such meetings, the Interlocal Board will review: (a) whether Participants continue to provide the levels of service outlined above; (b) the metrics developed for each Program category, including trend lines, and whether current levels of service support Program goals and the Purposes of this Agreement; and (c) the level of financial commitment provided by Community Partners to the Programs.

ARTICLE IV

EXPENSES

1. **Participant Expenses:** All expenses incurred by the Participants in performing their respective cooperative undertakings under this Agreement, including, without limitation, travel expenses, administrative costs, insurance, and professional fees, shall be paid by the Participant incurring the expenses.
2. **Administrative Expenses Funding:** The Participants each shall provide funding to cover the costs associated with administrative expenses incurred in administering the Agreement, the Purposes and Programs, and other cooperative undertakings, provided such administrative expenses are approved in advance by the Participants.
3. **Expense Exclusions:** For purposes of this Article, “expenses” do not include costs associated with providing Programs or administrative expenses directly related to the Programs set forth in Article I.
4. **Legal Services:** City will provide legal services as needed to the City Members of the Interlocal Board, and LPS will provide legal services as needed to the LPS Members of the Interlocal Board.

ARTICLE V

FISCAL YEAR

The Interlocal Board shall prepare a meeting schedule organized around the fiscal years of both Participants, which shall be from September 1 to August 31 of the following calendar year. Meetings should be scheduled in a timely manner to ensure Participants have an opportunity to review the outcomes in each Program area and the manner of establishing and maintaining a budget before approving the Participant’s respective budgets that make up the combined resources that fund the Safe and Successful Kids Interlocal programs.

ARTICLE VI

CREATION OF NONPROFIT ORGANIZATION

1. **Nonprofit Organization:** To assist the Participants and Interlocal Board in carrying out the Purposes and Programs stated herein, the Participants have created a separate nonprofit organization (“Nonprofit Organization”) to provide advice to the Participants

and the Interlocal Board.

- a. Board of Directors: The Nonprofit Organization will be governed by a board of directors consisting of directors from the City, LPS, the Community Partners, and others as may be determined in the Bylaws of the Nonprofit Organization. The Board of Directors may make recommendations to the Interlocal Board regarding the Purposes and Programs set forth herein.
 - b. Coordination: The Nonprofit Organization will coordinate funding provided by the Participants' and Community Partners' resources to ensure the efficient and effective use of public and private funds.
 - c. Governance Documents: The Articles of Incorporation and Bylaws of the Nonprofit Organization, including amendments thereto, shall be reviewed and approved by the Interlocal Board.
 - d. Audits: The Nonprofit Organization may be subject to audit pursuant to a request of the Interlocal Board or either Participant and, at that time, the Nonprofit Organization shall make available to the Interlocal Board, either Participant or, a contract auditor engaged by the Interlocal Board, copies of all financial records and materials related to this Agreement, as allowed by law.
 - e. Procurement Processes: The Nonprofit Organization shall follow the governmental procurement processes of LPS.
 - f. Open Meeting Laws: The Nonprofit Organization shall be required to follow the applicable laws of the Nebraska Open Meetings Act, Neb. Rev. Stat. § 84-1407 et seq.
2. **Financial and Legal Services**: The Interlocal Board may authorize payment of financial, legal, and other administrative services for the Nonprofit Organization

ARTICLE VII

AMENDMENT

Unless otherwise provided herein, this Agreement may be amended or modified by resolution or ordinance adopted by the governing bodies of both LPS and City. After mutual approval, the amended and restated Agreement shall then be signed by the authorized agent of each Participant.

ARTICLE VIII

NONDISCRIMINATION

In exercising its authority and carrying out its duties and functions neither the Participants nor the Interlocal Board shall discriminate against any employee, applicant for employment, contractor,

potential contractor, or any individual or entity in accordance with the Participants' respective policies or any other basis prohibited by governing law.

ARTICLE IX

SEVERABILITY

If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE X

NOTICES AND DEMANDS

A notice, demand, or other communication under this Agreement by either Participant to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

To City:	City of Lincoln 555 South 10th Street Lincoln, NE 68508 ATTN: Mayor	To LPS:	Lincoln Public Schools 5905 "O" Street Lincoln, NE 68510 ATTN: Superintendent
Copy to:	City of Lincoln 555 South 10th Street Lincoln, NE 68508 ATTN: City Attorney	Copy to:	Perry, Guthery, Haase & Gessford 233 South 13th Street, Suite 1400 Lincoln, NE 68508

or at such other address with respect to either Participant as that Participant may from time to time designate in writing and forward to the other as provided in this Section.

ARTICLE XI

REPEAL

This Agreement supersedes and repeals the Interlocal Cooperation Agreement Between Lincoln Public Schools and City of Lincoln, Nebraska for Lincoln Safe and Successful Kids, adopted by City on May 24, 2018, via Resolution No. A-91045, and executed by LPS on May 29, 2018. The Participants agree that no financial payment is due to either Participant for any outstanding obligations or contributions pursuant to the original agreement.

ARTICLE XII

MISCELLANEOUS

1. **Recitals, Titles of Articles, and Sections:** Any titles of the several Articles and Sections of this Agreement are inserted for convenience of index and reference only and shall be disregarded in construing or interpreting any of its provisions.
2. **Construction:** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant. Any uncertainty or ambiguity existing herein shall not be interpreted against a Participant because such Participant prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. This Agreement shall be construed and governed by the laws of the State of Nebraska.
3. **Representations:** Each Participant represents and warrants to each other the following:
 - a. Enforceability: This Agreement has been duly executed and delivered by each Participant and constitutes a legal, valid and binding obligation of each Participant, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.
 - b. Authority: The execution, delivery and performance of this Agreement by each Participant has been duly authorized by all necessary action by each Participant.
4. **Counterparts:** This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.
5. **Mutual Cooperation:** Each Participant will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each Participant shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions and terms set forth herein and carry out the intent and purposes of this Agreement.

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Executed by City this _____ day of _____, 2021.

ATTEST:

THE CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

By:

Mayor

Approved as to Form and Legality:

City Attorney

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

Notary Public

Executed by LPS this _____ day of _____, 2021.

LANCASTER COUNTY SCHOOL DISTRICT 001, a/k/a LINCOLN PUBLIC SCHOOLS, a Class IV school district under the laws and statutes of the State of Nebraska

ATTEST:

Corporate Secretary

By: _____
Liz Standish, Associate Superintendent for Business Affairs

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, by Liz Standish, Associate Superintendent for Business Affairs, on behalf of Lancaster County School District 001, a/k/a Lincoln Public Schools, a Class IV school district under the laws and statutes of the State of Nebraska.

Notary Public