

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, on behalf of the Lancaster County Sheriff's Office, hereinafter referred to as "the County," and Lancaster County School District 148, Malcolm Public School, hereinafter referred to as the "School".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 2012), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the Lancaster County Sheriff (LSO) is charged with the responsibility of law enforcement in the County; and

WHEREAS, the County believes the presence of LSO School Resource Officers from the Lancaster County Sheriff's Office will be of assistance to the County, LSO, and the School.

WHEREAS, the School desires to have a LSO School Resource Officer serve Malcolm High School during the calendar year; and

WHEREAS, the County is willing to provide a LSO School Resource Officer to the School to serve Malcolm High School in consideration of certain amounts to be paid by the School as established pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

- 1) Length. The term of this Agreement shall begin August 01, 2019 and end July 31, 2022.
- 2) Purpose. The purpose of this Agreement is to provide one LSO School Resource Officer to serve Malcolm High School ("High School"). The LSO School Resource Officer will visit said High School with equal frequency as the other schools assigned, during hours that they are in session.
- 3) Responsibilities.
 - A. The County will have the following duties and responsibilities:
 1. LSO will provide one (1) full time sworn peace officer/deputy with the Lancaster County Sheriff's Office to function as the LSO School Resource Officer. Such deputy may be dispatched away from his/her LSO School Resource Officer duties in the case of an extreme emergency that requires

his/her presence elsewhere. This Agreement shall not prevent such deputy from providing LSO School Resource Officer services to other schools in Lancaster County.

2. LSO School Resource Officer shall establish and maintain a liaison between School personnel, LSO personnel, and elements of the juvenile justice system.
 3. LSO School Resource Officer shall serve as a resource to High School employees, students, and parents/guardians of students on law enforcement related issues concerning crime prevention and investigations.
 4. LSO School Resource Officer will perform his/her duties in full LSO deputy uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Lancaster County Sheriff's Office policies and practice.
 5. The parties further agree that the LSO Resource Officer will distribute his/her time during the school week between two schools in Lancaster County at the discretion of the LSO Resource Officer.
 6. The following actions may be taken at the sole discretion of the LSO School Resource Officer, his/her supervisor, or the Lancaster County Sheriff:
 - A. The LSO School Resource Officer may take appropriate law enforcement action when situations arise requiring the exercise of police authority;
 - B. The LSO School Resource Officer may conduct patrol activity in and around the campus of the High School; and
 - C. The LSO School Resource Officer may conduct preliminary and follow-up investigations of crimes that occur on or near the campus of the High School.
- 4) All matters relating to the LSO School Resource Officer's duties, standards of service, discipline of officer(s), rendition of performance, training and other such matters incident to the performance of this Agreement and the personnel employed in the performance of this Agreement shall be under the exclusive control of the Lancaster County Sheriff. In exercising this control, the Sheriff shall give due consideration to those reasonable requests of the School which are properly brought to his attention.

- 5) The LSO School Resource Officer shall be a member of the Lancaster County Sheriff's Office, trained by the LSO and under the direct and exclusive control of the Lancaster County Sheriff. He/she shall have all the authority of any other deputy of the Lancaster County Sheriff's Office. The personnel performing such LSO School Resource Officer duties may be reassigned or released, as the Sheriff shall determine, and in accordance with the applicable rules and regulations of the Merit Commission and the Labor Agreement between the County of Lancaster and the Lancaster County Deputy Sheriffs' Association Fraternal Order of Police, Lodge 29.
- 6) The County and its agencies shall assume responsibility for supplying all supervision, materials, communications and equipment which are necessary for the performance of LSO School Resource Officer services to the School.
- 7) Compensation for the deputy and provision for bonds, fringe benefits, insurance and Workers' Compensation shall be the sole responsibility of the County. The County shall pay all overhead costs, to include: training expenses, record-keeping expenses and all other administrative costs.
- 8) The School shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation for the services of the deputy, including payments for injury or sickness, unless such sickness or injury is caused by the intentional or negligent acts of School administrators or employees.
- 9) Compensation. The School agrees to pay to the County a base annual amount of Sixteen Thousand Four Hundred Sixty-Six Dollars and Fifty Cents (\$16,466.50) for the first year of the contract (August 1, 2019 to July 31, 2020). The parties agree that the base annual amount will increase 2.5% each contract year thereafter unless the agreement is terminated by the parties as provided herein. The County will present the School with a statement for the base annual amount at the beginning of each contract year. The base annual amount for each contract year may be paid in monthly payments throughout the contract year, or the base annual amount for each contract year may be paid in full and made at the beginning of each contract year. The School shall notify the Lancaster County Sheriff of which of the above payment methods shall be used by the School. If the base annual amount for a contract year is to be paid in monthly payments, then monthly payments shall be due and payable on the 15th day of each calendar month, commencing August 15, 2019. Monthly payments for the first contract year would be \$1,374.50 for the first month and \$1,372.00 for the remaining eleven months. If the base annual amount for a contract year is to be paid in full at the beginning of the contract year, then the school shall make payment to the County within thirty (30) days of the presentment of the statement for compensation by the County.
- 10) Independent Contractor. It is the express intent of the parties that this Agreement shall

not create an employer-employee relationship. Employees of the County shall not be deemed to be employees of the School and employees of the School shall not be deemed to be employees of the County.

- 11) Assignment. Neither the County nor the School shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.
- 12) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- 13) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 14) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the School shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.
- 15) Termination. This Agreement may be terminated at any time by either party by giving sixty (60) days written notice.
- 16) This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED this ____ day of _____, 2019, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM:

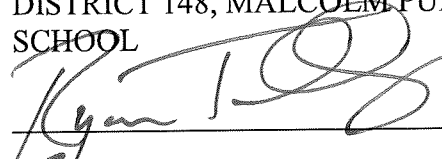
This ____ day of _____, 2019.

Deputy County Attorney
for PATRICK CONDON
County Attorney

EXECUTED this 20th day of May, 2019, by Lancaster County School District 148,
Malcolm Public School.

LANCASTER COUNTY SCHOOL
DISTRICT 148, MALCOLM PUBLIC
SCHOOL

By:

 (Ryan Terwilliger)

SUPERINTENDENT
Title

