

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF LEXINGTON
AND THE LEXINGTON PUBLIC SCHOOL DISTRICT NO. 24-0001**

This Interlocal Cooperation agreement is made on November 26, 2014, by and between the City of Lexington, Nebraska, a Municipal Corporation (City) and Lexington Public School District (School District).

1. **STATEMENT OF PURPOSE.** The purpose of this agreement is to establish a program by which the City will provide to the School District two (2) School Resource Officers (SRO) and the School District will reimburse the City for the direct and indirect personnel costs, including benefits, associated with the SRO(s).
2. **CITY'S RESPONSIBILITIES AND DUTIES.** The City's responsibilities and duties shall include:
 - a. The Lexington Police Department shall provide up to two (2) police officers to be designated as School Resource Officers (SRO) who will be assigned to facilities and/or activities of the School District. The duties and responsibilities of the SRO(s) shall be consistent with those described in the Lexington Police Department – School Resource Officer Program (Exhibit A) attached hereto and made part hereof by reference.
 - b. The Lexington Police Department shall have sole and exclusive discretion to assign, supervise, and evaluate the SRO(s).
 - c. All police officers assigned as an SRO shall be trained, qualified, and competent to carry out the duties described in Exhibit A.
 - d. The Lexington Police Department shall receive and respond to requests for information regarding the SRO program routed through the School District's Superintendent, or designee, to the extent allowed by law.
 - e. All overtime costs that result from investigation, training, or police department directed assignments will be the responsibility of the City.
3. **SCHOOL DISTRICT'S RESPONSIBILITIES AND DUTIES.** The School District's Responsibilities and duties shall include:
 - a. The School District shall reimburse the City for direct and indirect personnel costs, including benefits for the police officers assigned as SRO(s), per attached Exhibit B as amended from time to time by mutual agreement of the City Manager and School District Superintendent.
 - b. All overtime costs associated from a School District request for off duty assignments on weekends and/or evenings for school activities are the responsibility of the School District. These special assignments may be covered by an SRO as part of their regular duty through a schedule change agreed on both the School District and the Police Department.
 - c. The Superintendent or designee shall advise the Lexington Police Department of any complaints by staff, faculty, students, or the public concerning the activities of any SRO and keep such complaints confidential pending notification from the Police Department of their finding or disposition of the complaint.
 - d. The School District shall provide premises at each school facility to which an SRO is assigned which are suitable for the performance of the officer's duties in accordance with Exhibit A.

4. REVISION TO THE NUMBER OF SCHOOL RESOURCE OFFICERS. The Lexington Police Department may at its sole and exclusive option, reduce the number of police officers assigned as SRO(s). The school district may request assignment of additional police officers as SRO(s), subject to approval of the city. Any adjustments to the number of assigned personnel will be under the financial terms expressed in 3 (a) above.
5. DURATION. This Agreement shall remain in full force and effect for a period of three years from the date of execution by the City and the School District. The Agreement may be extended and remain in full force and effect for additional three (3) year terms. The Agreement may be terminated earlier by either party notifying the other in writing of its intention to terminate participation in the SRO program by June 1st of each year.
6. ADMINISTRATION. The City Manager or his designee and the School District Superintendent shall be responsible for administering the cooperative undertaking described in this Agreement. The City Manager or his designee and Superintendent may jointly take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.
7. INSURANCE. City shall secure and keep in force during the term of this Agreement insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:
 - a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence.
 - b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence.
 - c. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- i. Any deductible or other similar obligation under the policies shall be the sole responsibility of the City.
 - ii. The City shall furnish a certificate of insurance to the undersigned School District representative prior to commencement of this Agreement.
 - iii. Failure to provide insurance as required in this agreement is a material breach of contract entitling the School District to terminate this Agreement immediately.
8. INDEMNIFICATION. The City hereby waives and agrees to indemnify and save harmless the School District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

The School District hereby waives and agrees to indemnify and save harmless the City and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property,

liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

9. **AQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY.** All personal property and fixtures acquired and used in the SRO Program shall be owned by the entity which pays for said personal property or fixtures. In the event the SRO Program is terminated and is not superseded by another interlocal cooperation agreement, the parties shall take possession of their respective personal property and fixtures as said property may be left in place at various City and School District facilities, whichever is mutually agreeable to the parties.
10. **REIMBURSEMENT.** The School District shall reimburse the City on an annual basis for wages and expenses incurred per 3 (a).
11. **SEPARATE ENTITY.** The parties agree that no separate entity is created by this Interlocal Agreement.
12. **CHOICE OF LAWS.** This Interlocal Agreement shall be construed in accordance with the laws of the State of Nebraska including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., 13-801 et seq., as amended.
13. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the City and School District relating to the SRO Program and may be amended only in writing duly approved, adopted, and executed by the respective parties.
14. **EFFECTIVE DATE.** This Agreement shall be effective upon approval of the City Council and the Board of Education of the School District and execution by the parties' respective execution officers.
15. **NOTICES.** All notices envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class United States mail, postage prepaid and addressed as follow:

City of Lexington
24-0001
Attn: City Manager
P.O. Box 70
Lexington, NE 68850

Lexington Public School District No.

Attn: Superintendent
P.O. Box 890
Lexington, NE 68850

LEXINGTON PUBLIC SCHOOL DISTRICT NO. 24-001, a Political Subdivision

By: _____
Rod Reynolds, School Board President

Date: _____

Attest: _____
Erin Heineman, Chief Financial Officer

CITY OF LEXINGTON, A Municipal Corporation

By: _____
Joe Peplitsch, City Manager

Date: _____

Attest: _____
Pam Berke, City Clerk

Exhibit A

Lexington Police Department – School Resource Officer (SRO) Program

The purpose of the SRO program is to work in partnership with the Lexington Public Schools to promote a safe and secure learning environment.

While police officers function within the school setting as a partner and staff member, they are governed by the policies of the Lexington Police Department, City of Lexington, and state statutes governing the actions of peace officers.

Key Services

- Work in partnership with the schools to promote school attendance, discipline, and learning.
- On request, teach life skills classes within elementary, middle, and senior high school. Content includes classes which promote respect for the rights of others, foster individual responsibilities, personal safety, resistance to peer pressure, appropriate crisis resolution, chemical abuse prevention, sexual abuse prevention, resistance to gangs, and bullying.
- Investigate crimes in which the victim or suspect is a student within the school district. The investigation may lead to a disposition that could include arrest or referral for prosecution.
- Respond to accidents or reports of injury and investigate as required.
- Assist with cases involving runaway or truant students.
- Maintain an active network between the Lexington Public Schools and the Lexington Police Department, Child Protective Services, City and County attorneys, and other law enforcement agencies.
- Maintain a high level of visibility on school campuses to promote a safe environment.
- On request, provide instruction to faculty and staff on issues of school safety.
- Work with Lexington Public School staff to audit school campuses for safety improvements.

Exhibit B

Annual Cost Reimbursement

<u>Time Period:</u>	<u>Fee:</u>
January 1, 2015 thru December 31, 2015	\$52,350
January 1, 2016 thru December 31, 2016	\$52,350
January 1, 2017 thru December 31, 2017	\$52,350

*The fees listed above correspond to the specific calendar years and are intended to cover the cost of two SRO positions.