

## **CONTRACT FOR INTERLOCAL SERVICES AND COOPERATION**

THIS AGREEMENT is entered into on the 3<sup>rd</sup> day of May, 2002 by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as “City,” and School District #001, City of Lincoln, Nebraska, hereinafter referred to as “Lincoln Public Schools.”

WHEREAS, the City and Lincoln Public Schools are authorized by the Inter-Local Cooperation Act, Neb.Rev.Stat. Sections 13-801, et seq., which provides that two or more public agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS, the City believes the presence of School Resource Officers from the Lincoln Police Department will be of assistance to the City of Lincoln, the Lincoln Police Department, and the Lincoln Public Schools; and

WHEREAS, the Lincoln Public Schools desires to have School Resource Officers supplied by the Lincoln Police Department to serve the public high schools and middle schools of the Lincoln Public School system during the school year; and

WHEREAS, the City is willing to perform this service for Lincoln Public Schools in consideration of certain amounts to be paid as established pursuant to the terms of this agreement for each Lincoln Police Department officer assigned as a School Resource Officer.

NOW, THEREFORE, it is agreed as follows by the parties thereto:

1. The City will provide Lincoln Police Department officers for assignment to the Lincoln Public Schools system, as follows:  
No fewer than eight (8) officers for the 2001 – 2002 school year; and  
No fewer than nine (9) officers for the 2002 – 2003 school year; and  
No fewer than ten (10) officers for the 2003 – 2004 school year.  
The additional officers listed in 2002-2003 and 2003-2004 school terms are subject to approval by the City, including the Mayor and City Council. The primary assignment for these officers will be as School Resource Officers assigned to Lincoln Public School's high schools, and middle schools.
2. Each School Resource Officer will have the primary assignment and duty of acting as a School Resource Officer for the purposes of the Lincoln Public School(s) to which the officer is assigned. Lincoln Public Schools recognize each officer will be required to attend training as provided by the Lincoln Police Department for Lincoln Police Department officers, 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.
3. The School Resource Officers will assist the Lincoln Public Schools in the education of students and faculty; and assist in communication between the Lincoln Public Schools and the City of Lincoln Police Department; and take appropriate law enforcement action when situations arise requiring the exercise of police authority.
4. The City and the Lincoln Public Schools agree the officers will be the employees of the City for all purposes. The Lincoln Public Schools agree to pay the City \$260,899.50 for the 2001 – 2002 school year. The Lincoln Public

Schools agree to pay the City \$293,511.96 for the 2002 – 2003 school year. And, the Lincoln Public Schools agree to pay the City \$326,124.40 for the 2003 – 2004 school year.

5. The Lincoln Public Schools shall retain the authority to determine the number of resource officers, on a full-time-equivalent basis, to be assigned to each high school and middle school. The City of Lincoln Police Department shall retain the authority for selecting individual School Resource Officers to fill each school's full-time-equivalent position(s) as determined by Lincoln Public Schools pursuant to this section.
6. The City of Lincoln Police Department shall retain exclusive control over the School Resource Officers in accordance with policies and procedures of the City of Lincoln Police Department. If a conflict should arise in the performance of the School Resource Officer's duty, the School Resource Officer shall immediately report such conflict to the officer's immediate supervisor of the City of Lincoln Police Department who will attempt to resolve such conflict to the Lincoln Public Schools. If the conflict cannot be resolved at that level, the Chief of the Lincoln Police Department and the Superintendent of the Lincoln Public Schools shall attempt to rectify the conflict. In no event will Lincoln Public Schools require a School Resource Officer to perform any action or duty which would result in a violation of Lincoln Police Department policy, procedure, rule or regulation.
7. Either the City or the Lincoln Public Schools may terminate this agreement at any time during its term without cause by giving the other party no less than ninety (90)-days advance notice. Such a notice shall be addressed to either the Chief of the Lincoln Police Department or the Superintendent of the Lincoln Public Schools, as appropriate.

8. A separate legal entity will not be created, no separate budget shall be established, and no property shall be acquired which needs to be disposed of on termination. This Agreement shall be administered by one individual appointed by each party who will meet as necessary to administer the program and to make appropriate adjustments in the program as may be required from time to time. This agreement may be modified by mutual agreement of the parties hereto. However, any modification of this agreement must be made, in writing, and comply with the requirements of the Inter-Local Cooperation Act.
9. This agreement shall become effective for a period of three (3) years, commencing on or about September 1, 2001, and ending on or about August 31, 2004. This agreement shall automatically renew for an additional one (1) year term unless, or until, terminated by either party giving notice as provided in paragraph 7 of this agreement.
10. In the event that negotiation of subsequent agreements, if any, extend beyond the term of this agreement, the terms of this agreement shall apply pending execution of a replacement agreement.

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Mayor, City of Lincoln

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Superintendent of Schools  
On behalf of School District #001

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Attest: City Clerk