



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-10

#2016-198 - Approving Interlocal Cooperative Agreement for School Resource Officers (SRO's) with the Grand Island Public Schools

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: August 23, 2016

Subject: Interlocal Cooperative Agreement School Resource Officer (SRO)

Presenter(s): Robert Falldorf, Police Chief

Background

The police department has assigned Resource Officers in the Grand Island Public Schools (GIPS) for many years through an Interlocal agreement. The most recent agreement and subsequent extension has been in place for 15 years and is set to expire. Currently, there are five officers assigned to Grand Island Public Schools.

Discussion

The proposed agreement is for a four year period, with an option to extend for up to an additional four years with governing body approval. There is an option for either party to cancel the SRO program with written notice by July 1st each year. In addition, the City may, at its sole discretion, reduce the number of assigned officers.

The financial terms remain the same, a 50-50 split of wage and benefits. This agreement spells out associated overtime costs. Investigative, training, and other department assigned duties are paid 100% by the City. However, requests for an SRO at evening or weekend events that result in overtime are 100% paid by GIPS.

In addition to SRO duties, these officers are assigned patrol duties in the summer, and one SRO each day is assigned to the Child Abuse Unit, year round.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Terminate our agreement
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the proposed four year Interlocal agreement with the Grand Island Public Schools.

Sample Motion

Move to approve the four year cooperative Interlocal Agreement with Hall County School District No. 40-0002; Grand Island Public Schools.

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF GRAND ISLAND AND GRAND ISLAND PUBLIC SCHOOLS
FOR SCHOOL RESOURCE OFFICERS**

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Grand Island, Nebraska, a Municipal Corporation ("City") and Hall County School District 2, a/k/a Grand Island Public Schools, a Political Subdivision ("School District") (collectively referred to as "the Parties").

WHEREAS, The School District wants to continue its relationship with the City's Police Department under which the Police Department provides School Resource Officers ("SROs") for the School District's SRO Program; and

WHEREAS, The purpose of this Agreement is formalize the terms between the City and the School District which will govern the SRO Program.

NOW TEREFORE, the Parties hereby agree as follows:

1. Term Defined. In the Interlocal Cooperation Agreement, the term "home based building administrator" shall mean the building principal, assistant principal or designee in the school where the SRO is assigned.
2. Mission and Goals. The mission of the SRO Program is in keeping with the mission of the School District: Every Student, Every Day, A Success! Under this mission, the Parties will foster an efficient and cohesive program that will build a positive relationship between SROs and the School District's students while providing a safe learning environment for students and a safe working environment for educational staff. The SRO Program is intended as a collaborative effort between the City and the School District. The success of the SRO Program relies upon effective communication between the City's Police Department, the School District Superintendent, the principals of the schools where the SROs work and other key staff members of the City and the School District.
3. Provision of SROs. The Police Department will provide to the School District up to five (5) School Resource Officers (SROs) and the School District will reimburse the City for fifty percent (50%) of the direct and indirect personnel costs including benefits, associated with the SROs.

4. Emphasis on restorative approaches. As it concerns the School District's students, it is the objective of the Parties that the School District will handle routine discipline (student code of conduct violations) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it is absolutely necessary or required by law. SROs will differentiate between disciplinary issues and crime problems and respond appropriately. SROs will de-escalate school-based incidents whenever possible, and SROs will adopt the School District's emphasis on the use of restorative approaches to address behaviors and, when possible, to minimize the use of law enforcement.

5. Mutual Obligations. The selection of SROs for the SRO Program will be made through a collaborative process, involving the Police Department and the School District representative to evaluate the candidate's law enforcement ability and to give school administrators a voice to determine each candidate's ability to operate in the school environment. The Police Department will seriously consider input from the School District when assigning an officer to a building, and will make a good faith effort to address concerns raised. It is recommended the SRO supervisor meet twice a semester with each home based school administrator where an SRO is assigned. The School District may request the removal or reassignment of any SRO for any reasonable cause the School District provides in writing to the Police Department. The Police Department will seriously consider the input of the School District when determining the removal or reassignment of an SRO. The final decision on the assignment, reassignment or removal of an SRO shall be made by the Police Department, which is also responsible for evaluating the performance of the SROs. The home based school administrator will complete a Grand Island Police Department performance review form two times a year to review the performance of the SRO(s). The home based school administrator will complete one performance review form before January of the school year and the second performance review form before May of the same school year. The performance review form will be given to the police supervisor of the SROs. The supervisor of the SROs will seriously consider input from the home based school administrator's performance review forms when the SRO's annual police evaluation is conducted.

6. City's Responsibilities. The responsibilities of the City through the Police Department shall include:
 - a. Providing up to five (5) police officers to be designated as SROs. The duties and responsibilities of the SROs shall be consistent with those

described in the Grand Island Police Department – School Resource Officer Program (Exhibit A) attached hereto and made a part hereof by reference. The Chief of Police or designee will meet with the School District Superintendent, or designee, as needed concerning activities of the SRO Program. Both parties shall maintain confidentiality to the extent required by law with respect to individual persons and/or investigations.

- b. Scheduling the working hours of the SROs, taking into account the school year calendar of the school where each SRO is assigned. The hours of the SROs' availability will be during normal school hours while the school of assignment is in session and when students and/or staff are in the school building. Adjustments outside these regular hours shall be by mutual agreement between home based school administrator and the Police Department. The Police Department is not obligated to provide substitute SROs when a regularly scheduled SRO is not available.
 - c. Paying the SROs' salaries, payroll taxes, payroll based expenses, insurance and benefits. All overtime costs that result from investigations, training, or police department directed assignments will be the responsibility of the City.
 - d. Furnishing any equipment or training required by the SROs.
 - e. Training the SROs and the SROs' Supervisor through the National Association of School Resource Officers or other suitable organization as agreed upon between the City and the School District.
7. School District's responsibilities. The responsibilities of the School District shall include:
- a. Reimbursing the City for fifty percent (50%) of its direct and indirect personnel costs, including benefits for the police officers assigned as SROs. The reimbursement costs are for the City's fiscal year of October 1st through September 30th.
 - b. Reimbursing the City for all overtime costs associated with the School District's request for off-duty assignments on weekends and/or evenings for school activities. These special assignments may be covered by an SRO as part of his or her regular duty through a schedule change agreed on by both the School District and the Police Department which is within the guidelines of the City's labor agreement with the Fraternal Order of Police (FOP – Police Union). In accordance to the FOP contract, the

home based school administrator will provide an SRO twenty one (21) days notice if an SRO is requested to utilize flex-hours to conduct off-duty assignments on weekends and/or evenings for school activities within the SROs pay period.

- c. Advise the SRO supervisor 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 the finding or disposition of the complaint. The home based school administrator will utilize the Grand Island Police Department complaint intake form of any complaints related to the activities of an SRO. The Grand Island Police Department complaint intake form will be attached to this agreement.
 - d. Provide premises at each school facility to which an SRO is assigned which is suitable for the performance of the SRO's duties.
 - e. The Superintendent of Schools or designee will meet with the Chief of Police or designee, as needed, concerning the SRO program and request any modification to the duties of the SRO which are deemed reasonable, appropriate, and prudent.
 - f. Provide to the Police Department and the SROs policies of the School District and the student handbook.
8. Standard Operating Procedures. Representatives of the Police Department and the School District shall meet annually to develop Standard Operating Procedures to provide guidance to SROs and School District administrators about daily operations, policies and procedures. It is recommended that both parties jointly develop key components of Standard Operating Procedures using recommendations from the National Center Brief titled School Resource Officers: *Steps to effective school-based law enforcement* on pages 8 and 9, which is located at [www.ncjfcj.org/sites/default/files/SRO Brief.pdf](http://www.ncjfcj.org/sites/default/files/SRO%20Brief.pdf).
9. Chain of Command. As employees of the Police Department, SROs shall follow the chain of command as set forth in the policies and procedures of the Police Department. In the performance of their duties, SRO's shall coordinate and communicate with the home based school administrator of the school to which they are assigned.

10. Revision to number of SROs. The Police Department may at its sole discretion reduce the number of SROs after giving prior notification to the School District. The School District may request assignment of additional SROs subject to approval of the Grand Island City Council. Any adjustments to the number of SROs will be pursuant to the financial terms expressed in 5 (a) above.
11. Duration. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date") and shall terminate four years after the Effective Date. Either Party may terminate this Agreement by notifying the other in writing of its intention to terminate by July 1 of each year. After notification, the Agreement shall terminate on October 1st. Upon the Parties mutual agreement in writing, this Agreement may be extended for an additional term of four (4) years.
12. Acquisition, 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 the parties shall take possession of their respective personal property and fixtures or said property may be left in place at various City and School District facilities, whichever is mutually agreeable to the parties.
13. Separate entity. The parties agree that no separate entity is created by this Agreement.
14. Choice of Laws. This Agreement shall be construed as 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., and the Ordinances of the City with venue in the Courts of Hall County, Nebraska.
15. 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.
16. Notices. All notices required 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 follows:

City of Grand Island
Attn: Mayor
City Hall
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Grand Island Public Schools
Attn: Superintendent
Kneale Administration Building
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

17. Fund availability. The City and the School District acknowledge that funding for this Agreement is contingent upon funds being appropriated annually by the Grand Island City Council and funds being appropriated by the School District's Board of Education. This Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party.
18. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or cause of action by any third person or entity.
19. Indemnification. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, its employees, contractors or agents.
20. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
21. Assignment. Neither party may assign its rights under this Agreement without the express prior written consent of the other party.
22. Captions. Captions used in this Agreement are for convenience and not to be used in the construction of this Agreement.
23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the SRO Program. This Agreement may be amended only in writing, duly approved, adopted and executed by the respective governing bodies of each party.

City of Grand Island, Nebraska

Hall County School District 2,
a/k/a Grand Island Public
Schools

By: _____
Mayor Jeremy Jensen

By: Bonnie M. Hinkle
Bonnie Hinkle, Board of
Education President

Dated: _____

Dated: August 11, 2016

RESOLUTION 2016-198

WHEREAS, the City of Grand Island has assigned school resource officers in the Grand Island Public Schools through an Interlocal agreement with Hall County School District 40-0002; and

WHEREAS, both parties are interested in continuing such police services; and

WHEREAS, it is recommended that a new contract be entered for a four year period from October 1, 2016 through September 30, 2020 with an option to extend such agreement for a period of up to four additional years with governing body approval; and

WHEREAS, Hall County School District No. 40-0002 will pay the City of Grand Island 50% of regular wage and benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a School Resource Program between the City of Grand Island and Hall County School District No. 40-0002 is hereby approved; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney