



City of Grand Island

Tuesday, September 13, 2011

Council Session

Item G3

#2011-228 - Approving Interlocal Cooperative Agreement for School Resource Officer (SRO) with the Grand Island Public Schools

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 13, 2011

Subject: Interlocal Cooperative Agreement School Resource Officer (SRO)

Item #'s: G-3

Presenter(s): Captain Pete Kortum, Police Department

Background

The police department has assigned resource officers in the Grand Island Public Schools (GIPS) for several years through an Interlocal agreement. The most recent agreement and subsequent extension has been in place for 10 years and is set to expire. Currently, there are five officers assigned to Grand Island Public Schools.

Discussion

The proposed agreement is for a five year period, with an option to extend for up to an additional five years with governing body approval. There is an option for either party to cancel the SRO program with written notice by July 1st of 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.

During the last agreement, the City exercised an option by eliminating the police department's crossing guards. This program remains as a GIPS program, funded by the school district.

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 five year Interlocal agreement with the Grand Island Public Schools.

Sample Motion

Move to approve the five 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 HALL COUNTY SCHOOL DISTRICT NO. 40-0002

This Interlocal Cooperation agreement is made on September 13, 2011, by and between the City of Grand Island, Nebraska, a Municipal Corporation (City) and Hall County School District No. 40-0002, a Political Subdivision (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 up to five (5) School Resource Officers (SRO) and the School District will reimburse the City fifty percent (50%) of 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 Grand Island Police Department shall provide up to five (5) 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 Grand Island Police Department – School Resource Officer Program (Exhibit A) attached hereto and made part hereof by reference.
 - b. The Grand Island 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 Grand Island 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. The Chief of Police or designee will meet with the School District Superintendent, or designee, as needed, concerning the activities of the SRO program. Both parties shall maintain confidentiality to the extent required by law with respect to individual persons and/or investigations.
 - f. All overtime costs that result from investigations, 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 fifty percent (50%) of its net direct and indirect personnel costs, including benefits for the police officers assigned as SRO's. The reimbursement costs are for the City's fiscal year of October 1st through September 30th.
 - 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 by both the School District and the Police Department and is within the guidelines of the City's labor agreement with the Fraternal Order of Police (FOP – Police Union).

- c. The Superintendent or designee shall advise the Grand Island 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.
 - e. The Superintendent of Schools or designee will meet with the Chief of Police or designee, as needed, concerning the SRO program and on behalf of the School District, request any modification to the duties of the SRO's which are deemed reasonable, appropriate, and prudent.
4. **REVISION TO THE NUMBER OF SCHOOL RESOURCE OFFICERS.** The Grand Island 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 police department, the Mayor, and City Council. Any adjustments to the number of assigned personnel will be under the financial terms expressed in 3 (a) above.
 5. **DURATION.** This Interlocal Cooperation Agreement shall remain in full force and effect for a period of five years from the date of execution by the City and the School District. The Interlocal Cooperation Agreement may be terminated earlier by either party notifying the other in writing of its intention to terminate participation in the SRO program by July 1st of each year preceding commencement of the next fiscal year for the City on October 1st.
 6. **AGREEMENT EXTENSION.** In the event the City and School District mutually agree in writing that the assignment of SRO's to School District facilities and/or activities is beneficial to both parties and the public, the Interlocal Cooperation Agreement may be extended and remain in full force and effect for a period of up to five (5) additional years.
 7. **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 and is not superseded by another interlocal cooperation agreement, 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.
 8. **SEPARATE ENTITY.** The parties agree that no separate entity is created by this Interlocal Agreement.

9. 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.
10. ENTIRE AGREEMENT. This Interlocal 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.
11. EFFECTIVE DATE. This Interlocal Cooperation Agreement shall be effective upon approval of the Mayor and City Council of the City and the Board of Education of the School District and execution by the parties' respective execution officers.
12. 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 follows:

City of Grand Island
 Attn: Mayor
 P.O. Box 1968
 Grand Island, NE 68802-1968

Hall County School District No. 40-0002
 Attn: Superintendent
 P.O. Box 4904
 Grand Island, NE 68802-4904

HALL COUNTY SCHOOL DISTRICT NO. 40-0002, a Political Subdivision

By: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Date:

Jennifer Worthington, School Board President

Attest: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Robin Dexter, Secretary

CITY OF GRAND ISLAND, A Municipal Corporation

Date:

By: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Jay Vavricek, Mayor

Attest: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

RaNae Edwards, City Clerk

Exhibit A

Grand Island Police Department – School Resource Officer (SRO) Program

The purpose of the SRO program is to work in partnership with the Grand Island School District 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 Grand Island Police Department, City of Grand Island, 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 schools. 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 Grand Island Public Schools (GIPS) and the Grand Island 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 the GIPS staff to audit school campuses for safety improvements.

RESOLUTION 2011-228

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 five year period from October 1st, 2011 through September 30th, 2016 with an option to extend such agreement for a period of up to five additional years with governing body approval;

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

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, September 13, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
September 9, 2011 ☐ City Attorney