

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
January 16, 2018

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

Travis
Sears: Absent

David
Bauer: Present

Dale
Strehle: Present

Present: 2, Absent: 1.

2. Roll Call

3. Special Order of Business

3.A. School Resource Officer Program Continuation

1/16/18 Public Safety: Recommend approval of the interlocal agreement for SRO Carried with a motion by David Bauer and a second by Dale Strehle.

David Bauer: Aye, Dale Strehle: Aye

Aye: 2, No: 0

4. Officers' Reports

5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperation Agreement is entered into this 12th day of February, 2018, pursuant to Section 13-801, et. seg., of the State of Nebraska, more commonly known as the Interlocal Cooperation Act, between the Parties: School District No. 2 of Saline County, Nebraska, (School) and the City of Crete, Nebraska, a Nebraska Municipal Corporation (City).

WHEREAS, the School and City have successfully concluded the "2013 COPS Hiring Program" Grant (Grant) for partial funding of the employment of an additional City police officer and assigned another police officer as a School Resource Officer (SRO) at School facilities, and,

WHEREAS, the terms of the Grant did include, among other terms, a requirement of the grant recipient, City to:

- hire and employ an entry-level officer for a minimum of four (4) years;
- Pay twenty-five percent (25%) of the cost of employment of the entry level officer during the grant period (three years);
- Pay 100 percent (100%) of the cost of employment of the entry-level officer for the final one year.

WHEREAS, the formative agreement between the City and School yielded mutual success and cooperation of the Parties and valuable services to Crete area students and their families, and,

WHEREAS, the School and City wish to reach another agreement on the School Resource Program and the sharing of employment costs of the assigned officer as this joint project has proven beneficial to both the School and City, and,

NOW THEREFORE, The School and City agree as follows:

A. The term of this agreement shall begin February 12, 2018 and conclude January 31, 2022.

B. This agreement may be terminated by agreement of both parties, at any time. In the event of termination, both Parties agree that they shall waive any rights to pursue damages or seek other legal recourse which may arise for the termination of this agreement by either Party.

C. This agreement shall be administered jointly by the City Council of Crete and the School Board of School as is required under the provisions of Section 13-804 of the Interlocal Cooperation Act. No real or personal property will be acquired, held or disposed of within this joint and cooperative undertaking.

D. This Agreement is entered into by the President of the School Board and the Mayor of the City of Crete, Nebraska after receiving prior approval by the governing body of each political body.

E. The City shall:

1. Continue to assign a senior police officer as an SRO who will work in and under the supervision and control of the City through the Crete Police Department (Department), and shall:

- a. Be assigned primary duties upon School property, facilities and programs located in Crete, Saline County, Nebraska; and
- b. Assure no less than seventy five percent (75%) of this SRO's time will be devoted to activities in, around and supporting the Crete Schools.

2. Direct the SRO to:

- a. Adhere to Nebraska State Statute, Crete Municipal Code, Department regulations, and the lawful orders of the Mayor of Crete and the Chief of Police;
- b. Devote no less than seventy five percent (75%) of time to activities in and around Crete Schools;
- c. Maintain open communication and receive feedback from School Principals;
- d. Coordinate Department resources to enhance success of the School and the City;

- e. Serve on the Community/School District Crisis Response Team for the purpose of reviewing policies and safety concerns related to hazardous materials, threats of violence, poison control, emergencies and other dangerous conditions;
- f. Report physical security challenges to School Principals;
- g. Effectively handle School records as permitted by School Principals; and
- h. Support School Principals and rules but do not enforce School discipline.

3. Train another police officer as a "substitute" SRO to perform duties in the extended absence of the SRO.

4. Submit quarterly expense reports to the School.

F. The School shall:

- 1. Provide the SRO with guidance regarding activities on School grounds.
- 2. Arrange for necessary training for the SRO relating to the operation of local schools.
- 3. Provide the City with input to the SRO's annual performance evaluation.
 - a. Assist the City by gathering statistical data to evaluate the success of the SRO Program.
 - b. Disseminate records to the SRO, as approved by School Principals.

G. The Parties agree to split the cost of the SRO as follows, to-wit:

- 1. The School will pay seventy-five percent (75%) of the cost to City for the employment of the SRO; and
- 2. The City will pay twenty-five percent (25%) of the cost to the City for the employment of the SRO.
- 3. The total cost of employment of this SRO shall include, but not be limited to, the cost of all salary and fringe benefits (e.g. social security, Medicare, health insurance, life insurance, workman's comp insurance, disability insurance, vacation/sick leave, and retirement contributions by employer, etc.).

4. The School and City understand and agree that the SRO furnished for this purpose is and shall remain an employee of the City at all times. The School shall be under no obligation to furnish salary or fringe benefits (as listed above) to the SRO and shall be under no obligation to withhold and/or make contributions for federal or state income taxes or social security or Medicare. The School further agrees that the City shall be solely responsible for certifying, training, and equipping the SRO and that any duties associated with the School shall be either directed or approved by the City.

H. General Responsibilities of School Superintendent and Chief of Police:

1. Meet periodically to review Program progress;
2. Adjust operational procedures, as required;
3. Report Program progress to the Crete School Board and Crete Governing Body; and
4. Maintain associated records for no less than 5 years after the conclusion of this Agreement.

I. Each Party agrees to collect, use and disseminate information involving personally identifiable information from student education records in accordance with the policies of the City of Crete, Nebraska and the School District No. 2 of Saline County, Nebraska. Each Party further agrees that such collection, use and dissemination will comply with Nebraska law and federal privacy laws including the Family Educational Rights and Privacy Act of 1974 [FERPA] and the Health Insurance Portability and Accountability Act of 1996 [HIPAA].

J. Each Party agrees to defend, indemnify, and hold harmless the others from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of, or in any way connected with the use of parts under this Agreement. This agreement does not create a joint entity between the Parties and does not establish a separate legal entity for any purpose.

K. The Parties acknowledge that issues will arise during the term of this agreement which were not contemplated at the time of entering into this Agreement, and the Parties agree to use their best efforts to resolve those issues in a manner which is mutually beneficial and consistent with the purpose of this agreement.

L. This agreement supersedes all prior or contemporaneous agreements or understandings of the Parties with respect to the subject matter. This agreement shall not be amended or modified without the written consent of all Parties.

M. This agreement shall bind the parties, their successors, administrators, assigns, and other representative or fiduciaries of the parties; and it is further agreed that this agreement may not be assigned by any Party without the express written consent of all other Parties.

N. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties have executed this Agreement, pursuant to authority duly given, as of the date first written above.

SCHOOL DISTRICT NO. 2, OF
SALINE COUNTY, NEBRASKA

CITY OF CRETE, NEBRASKA

By _____
President

By _____
Mayor

INTERLOCAL COOPERATIVE AGREEMENT

School Resource Officer (SRO) Wage Schedule

(Police Officer Step 8)

October 1, 2017 - September 30, 2018:	\$26.52/hr
October 1, 2018 - September 30, 2019:	\$27.05/hr
October 1, 2019 - September 30, 2020:	\$27.73/hr
October 1, 2020 - September 30, 2021:	TBD*/hr
October 1, 2021 - September 30, 2022:	TBD*/hr

Future wages are to be determined in the next Agreement between the City and the Fraternal Order of Police Lodge #74.