

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**  
**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

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**ACTION:** **Approve City of Wayne Law Enforcement Interlocal Agreement for Wayne State College**

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Wayne State requests approval of a 3-year Interlocal Agreement with the City of Wayne (City) to provide law enforcement services at the College. Wayne State has had a long-standing Agreement with the City to provide such services. The total charge by the City for the law enforcement services will be \$33,427 for the first year (July 1, 2022 through June 30, 2023). The charge for subsequent years will be increased by the lesser of 5% or the Consumer Price Index for All Urban Consumers (CPI-U) before seasonal adjustments for the prior 12-month period ending in March.

The System Office and Wayne State College recommend approval of the City of Wayne Law Enforcement Interlocal Agreement for Wayne State College.

**ATTACHMENTS:**

- WSC Interlocal Agreement for Law Enforcement Services(PDF)

**AN INTERLOCAL AGREEMENT  
TO SHARE LAW ENFORCEMENT RESOURCES  
BETWEEN THE CITY OF WAYNE AND  
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES  
dba WAYNE STATE COLLEGE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the “City” and the Board of Trustees of the Nebraska State Colleges dba Wayne State College, hereinafter called the “College” which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the College to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the city’s law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the College do hereby agree to the following:

**1. Authority and Purpose**

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.

- b. The City has the authority to provide law enforcement services and the College has the authority to ensure safety services on the Wayne State College campus (the “Campus”), and to enter into any contracts to effectuate this authority and responsibility.
- c. It is the purpose of this Agreement for the College and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

## **2. Administration of Agreement**

- a. The City and the College will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Vice President for Student Affairs of the College, or his/her identified designee, will be the College’s contact person for the purpose of this Agreement (see Section 17).
- b. Any personal property shall be acquired, held, and disposed as set forth in this Agreement; or any amendment hereto.
- c. No separate legal or administrative entity is created under this Agreement.

## **3. Law Enforcement Services To Be Provided By The City**

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the “School Resource Officer,” to the Campus for eighteen (18) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the School Resource Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;
- b. The City will be allowed to provide the School Resource Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

- c. The School Resource Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence on Campus. The School Resource Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to respond to citizen calls for service received while maintaining the spirit of this Agreement. The Wayne Police Department will make efforts to make up missed hours if the School Resource Officer is called off-campus. When the School Resource Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;
- d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

#### **4. Criminal Investigation**

- a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. All property crime reports will be communicated to the School Resource Officer. If the loss value of any reported property crime is less than \$100 the School Resource Officer may refer the case to Campus Security for follow up.
- b. The City will investigate all crimes against persons reported on the Campus, except for reports of sexual violence or sex harassment which may be investigated by the College or by the College and the City.
  - i. Individuals who report an incident of sexual violence or sex harassment to the College will be advised to report the incident to law enforcement, however, students are not required to notify law enforcement authorities regarding a report of sexual violence or sex harassment.
- c. Investigations by the City will be conducted independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to respond to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose

of this Agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

- d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the School Resource Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes. Except that the Police Department will use its discretion, on a case by case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.
- e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Dean of Students and the Vice President for Student Affairs will also be provided investigatory reports. The Police Department will use its discretion, on a case by case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.
- f. The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;
  - (1) Any crime victim, including the College, may request criminal charges;
  - (2) Crimes may be referred for prosecution before the College judicial process begins;
  - (3) Both the College disciplinary process and criminal prosecution may happen concurrently;
  - (4) Police Officers will appear for College disciplinary hearings as needed.
- g. The Police Department will refer all crimes against persons to the Wayne County Attorney's Office for prosecution.
- h. To facilitate investigative follow up, the School Resource Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

## **5. Community Policing & Crime Prevention**

- a. The College and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both

parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.

- b. The School Resource Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning for any presentation, the School Resource Officer will be provided a minimum of five (5) calendar days written notice. Said notice shall include the topic, date, time, and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the School Resource Officer and/or the Vice President for Student Affairs. If an officer participates, he/she will be given a minimum of 15 minutes participation per hour of scheduled presentation.
- c. To provide a community policing presence, the School Resource Officer will attend College meetings and activities as part of his/her assigned duties, as requested by the College and as he/she is available. Especially of interest are home football games when efforts shall be made to schedule the School Resource Officer so that they can be present during these games.
- d. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- e. The School Resource Officer will meet regularly with the Residence Life Staff in each housing unit.
- f. The School Resource Officer will respond to fire alarms on Campus and, in the absence of Campus Security personnel, will reset the fire alarm panels.
- g. The Campus Security Manager will provide training specific to the fire alarm systems to the School Resource Officer before the start of the school year. A laminated flip chart of alarm procedures for each building will be placed in each alarm box as a ready reference.

## **6. Security Responsibilities**

- a. The following duties will be performed solely by College Campus Security personnel and not by the City:
  - (1) Fueling vehicles for the College motor pool

- b. Campus Security will be the first to respond to calls for service on the Wayne State College campus. If the Campus Security Officer is occupied with Security Department business and a call for service is received, the School Resource Officer may be asked to help with the following types of calls:
  - (1) Helping to lock and unlock Campus facilities;
  - (2) Respond to calls for service and fire alarm panels.

#### **7. Use of Equipment**

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this Agreement.
- b. The Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be monitored.
- c. The City will provide a vehicle for the School Resource Officer to use.

#### **8. Training Provided by College**

- a. Fire Alarm Panels – School Resource Officers will receive training specific to the fire alarm panels of each College building. Quick reference laminated charts will be provided to the School Resource Officer and/or Police Department and placed at each alarm panel.
- b. School Resource Officers will attend Residence Life staff training.
- c. Written training defining the College student disciplinary procedures.
- d. Training on procedures for notification of campus staff for after-hours assistance, including when, who, and how to request assistance.
- e. When possible, all training will be done beginning two (2) weeks prior to the start of each fall semester.
- f. It is recognized that the School Resource Officer's schedule will be modified during the training period to facilitate attendance at some orientations.
- g. A current roster of Residence Life staff and contact information will be provided to the School Resource Officer each semester.

- h. Monthly Campus Security work schedules, and updates, will be provided to the School Resource Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

**9. Direct Oversight of the Agreement to Provide Police Coverage on Campus**

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his/her designee. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The School Resource Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will meet monthly with the Vice President for Student Affairs or his/her designee and the Campus Security Manager to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives selected by Student Senate will meet jointly with the Police Chief, the School Resource Officer, the Vice President for Student Affairs or his/her designee, and any Campus Security official at least two (2) times per year to review the student perspective of this Agreement, one during the fall semester, and once during the spring semester. These meetings may be scheduled by either party with not less than thirty (30) calendar days' notice. Only those representatives designated in this paragraph, or a designee thereof, shall attend the meeting.

**10. Dispatch Services**

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Respond to campus fire alarm notifications and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his/her staff to prevent unwarranted fire alarm responses.



## **11. Fees for Service**

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$33,427 for the first year (July 1, 2022-June 30, 2023) to be paid in twelve (12) monthly installments. The charge for subsequent years will be increased by the lesser of 5% or the end of March Consumer Price Index for All Urban Consumers [CPI-U] (before seasonal adjustment) for the prior 12-month period. The total charge for each subsequent year shall be paid in twelve (12) monthly installments. The College and City will confirm by May 1<sup>st</sup> the actual cost for the following year. The total amount of the Agreement shall not exceed \$105,378.

## **12. Agreement Duration**

The term of this Agreement shall be for three (3) years commencing on July 1, 2022 and ending on June 30, 2025, except that either the City or the College may execute a written sixty (60) calendar day notice to quit or withdraw from the Agreement.

Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the College may terminate the Agreement or reduce the consideration by notice in writing to the City. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the City may cancel this Agreement as of the effective date of the proposed reduction by written notice to the College.

## **13. Agreement Amendments**

This Agreement may be amended at any time by the written agreement of both parties.

## **14. Indemnification**

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct

result of the willful misconduct or gross negligence of either party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

**15. New Employee Work Eligibility Status.**

Employee Work Eligibility Status. The City is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The City understands and agrees that lawful presence in the United States is required and the City may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**16. Liability Insurance Requirements**

The City is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a four (4) million dollar umbrella. The City's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

**17. Designated College Representative**

The designated College representative for purposes of monitoring and oversight of this Agreement is the Vice President for Student Affairs or his/her designee. The specific individual shall initially be named as:

<u>CD Douglas</u>	<u>(402) 375-7213</u>	<u>cddoug11@wsc.edu</u>
Name	Telephone	E-mail

This Agreement is hereby executed by the City of Wayne and the Board of Trustees of the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this Agreement.

**CITY OF WAYNE**

**BOARD OF TRUSTEES OF THE  
NEBRASKA STATE COLLEGES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Cale Giese

Name: Jess Zeiss

Title: Mayor

Title: Chair, Board of Trustees

Attested By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_