

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

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***ACTION:***                                      **Approve Interlocal Agreement with City of Chadron Police Department for College Resource Officer for Chadron State College**

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Chadron State wishes to enter into an Interlocal Agreement with the City of Chadron Police Department for a College Resource Officer. This Agreement shall be for a period of three (3) years from August 1, 2022 to July 31, 2025.

The System Office and Chadron State College recommend approval of the Interlocal Agreement with City of Chadron Police Department for Chadron State College.

**ATTACHMENTS:**

- CSC CRO Agreement            (PDF)

## INTERLOCAL COOPERATION AGREEMENT FOR COLLEGE RESOURCE OFFICER

This Interlocal Cooperation Agreement "Agreement," is hereby entered into between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College, hereinafter referred to as "CSC," and the City of Chadron, Chadron Police Department, hereinafter referred to as the "CITY."

Whereas, CSC desires to provide its students, faculty and community a learning environment which is well integrated with the CITY;

Whereas, the CITY has general jurisdiction within the City of Chadron, including the CSC campus and adjoining streets and highways; and,

Whereas, the CITY and CSC believe that it would be in the best interests of CSC and the CITY to have law enforcement services provided pursuant to this Agreement on behalf of CSC.

NOW THEREFORE, the parties agree as follows:

1. The CITY shall provide one (1) certified police officer to be assigned as the College Resource Officer, hereinafter referred to as the "CRO" specifically to engage in general law enforcement activities on the CSC campus. The CITY agrees that the CRO will not be dispatched or required to report to an area outside the CSC campus except for emergency situations. Reporting outside the campus shall only last as long as the emergency exists and when appropriate the CRO will as soon as possible notify CSC staff of the departure and when the CRO is able to return to campus duties. In cases of emergency, CSC will be notified when the CRO is absent from campus and when the CRO is able to return to campus duties. The duties of the CRO shall be as follows:
  - a. Provide safety and security for the school campus and CSC events.
  - b. Enforce federal, state and local criminal laws and ordinances, and assist school officials with the enforcement of CSC policies and administrative regulations regarding student conduct.
  - c. Investigate criminal activity committed on or adjacent to school property and at school functions.
  - d. Provide consultations to students in special situations when requested by CSC.
  - e. Coordinate CRO activities and communications with CSC Security and CSC Administration, with the exception that some circumstances may require confidentiality.
2. Any police officers assigned pursuant to this Agreement shall be sworn officers with the CITY, certified to meet the minimum standards of training for a police officer deemed appropriate by the Chief of Police. At all times, the CRO shall be subject to and obey the standards and procedures as set forth by the CITY and follow and abide

- by CSC policies and administrative guidelines. If a conflict arises between CITY and CSC policy, the CRO shall follow CITY policy. CSC requested training will be at the expense of CSC and shall not exceed \$2,500 per Agreement year. CITY requested training will be at the expense of the CITY.
3. The CRO shall keep accurate reports and follow the normal reporting methods of the CITY.
  4. This Agreement shall be for a period of three (3) years beginning August 1, 2022 ending July 31, 2025. Either party may propose amendments to this Agreement. All amendments must be mutually agreed upon in writing by the parties. Either party may terminate this Agreement by giving written notice by May 1<sup>st</sup> of the then current Agreement year. The Agreement would then terminate three (3) months after May 1, on July 31<sup>st</sup> of the said year.
    - a. Unavailability of Funding. Due to possible future reductions in state and/or federal appropriations, CSC 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, CSC 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. CSC 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 CSC.
  5. The CITY shall provide the CRO, for ten (10) months of each year. The officer selected as the designated CRO must be mutually agreed upon by CSC and the CITY. The CRO will not be assigned during the last (3) three weeks of May, the month of July, and the last week of December. The CRO shall work a schedule which is mutually agreed upon by both CSC and the CITY.

CSC agrees to reimburse the CITY at the actual cost of the CRO during the ten (10) month work periods, to include the costs of all salary, benefits, and employment taxes. In year one (1) of the Agreement this amount shall not exceed \$65,000; year two (2) \$70,000; year three (3) \$75,000. Salary, benefits and employment taxes may be adjusted incrementally during the term of this Agreement to maintain parity with salary increases allowed for similar duties by the CITY. CSC has the right to examine the payroll, call and radio log records of the CRO upon request. CITY will provide an itemized invoice to CSC quarterly for CSC's share of the payments due hereunder, and CSC shall pay such bills within thirty (45) days after the bills are received.

- a. Prompt Payment Act. In the event any amount due under this Agreement remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

It is understood that the CRO will not be assigned to work during the City's nine (9) paid holidays, including: New Year's Day, Memorial Day, Independence Day, Thanksgiving, Thanksgiving Friday, Christmas, Arbor Day, Labor Day and Veteran's Day, unless requested and approved by CSC in advance.

Leave for the CRO will be approved, in advance, by the CITY with scheduling input by CSC.

6. Each Party shall maintain adequate general liability protection in the amount of at least one million dollars (\$1,000,000.00). The CITY agrees to maintain adequate worker's compensation and automobile liability insurance during the period of this Agreement, at its expense. Certificates of insurance for the above referenced policies may be required to be produced and kept on file by each party.
7. The CITY agrees to cooperate with CSC and to supply pertinent information to CSC regarding observations and reports of the CRO. Any information provided by the CRO will not be shared or released by CSC unless reviewed and approved by the CITY. Any press releases issued regarding law enforcement related situations on the CSC campus shall be approved jointly by CSC and the CITY. At all times provided herein, the CRO shall be subject to the authority and jurisdiction of the CITY. The CRO shall be an employee of the CITY at all times and for all purposes. The supervision of the CRO shall be by the CITY with input from CSC Administration. The CITY and CSC officials shall enter into good-faith discussion to evaluate the CRO officer and program on a regular basis, no less than twice during each school term. The goal of said evaluations is to ensure that the CRO and CRO Program are meeting the stated goals and objectives of the CITY and CSC.
8. CSC will provide the CRO with office space, computer, customary office supplies/forms required in the performance of his/her duties and master keys to CSC.
9. The CITY will provide a law enforcement vehicle and a cellular phone. The actual costs of the CRO cellular phone will be an itemized item on the quarterly invoice to CSC and will not exceed \$1,000. per Agreement year.
10. The designated CSC representative for purposes of monitoring and oversight of this Agreement is the Dean of Student Affairs, Tara Hart, available by phone at 308-432-6231 or email at thart@csc.edu.

**City of Chadron**

ATTEST: \_\_\_\_\_

Donna J. Rust  
City Clerk

\_\_\_\_\_  
Mark Werner  
Mayor  
Date: \_\_\_\_\_

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

**Board of Trustees of the Nebraska State Colleges  
dba Chadron State College**

\_\_\_\_\_  
Dr. Randy Rhine  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Paul Turman  
Chancellor  
Date: \_\_\_\_\_