

**AGREEMENT CREATING THE
LINCOLN SAFE AND SUCCESSFUL KIDS
JOINT PUBLIC AGENCY**

This **AGREEMENT** (“**Agreement**”), is entered into as of the date executed below by the last signatory party, by and between **CITY OF LINCOLN, NEBRASKA** (“**City**”), whose primary address is 555 South 10th Street, Lincoln, NE 68508, and **THE LANCASTER COUNTY SCHOOL DISTRICT 001, a/k/a LINCOLN PUBLIC SCHOOLS**, a Class IV school district under the laws and statutes of the State of Nebraska (“**LPS**”), whose primary address is 5905 O Street, Lincoln, Nebraska 68510.

RECITALS

1. The safety and success of the children in the City of Lincoln community are instrumental to the community’s success.
2. It is fundamental to enriching the lives of LPS students and their families and to improving neighborhoods in the City of Lincoln that sensible steps be taken with the objective of protecting students from reasonably perceivable risks, preventing such risks to students where possible, and preparing students for greater academic and personal success.
3. The City and LPS have partnered on many initiatives to address these objectives, including working together and with others for twenty (20) years in implementing Lincoln Community Learning Centers (“**CLC**”). Located in twenty-six (26) existing LPS schools and attached City recreation facilities, CLCs have improved participating students’ academic and well-being measurements year after year. CLCs seek to provide a safe place for students to continue their academic and personal growth during critical before and after school hours, and during the summer break from school, which generally results in citizens who graduate from high school on time and are better prepared for further education, careers, and civic life.
4. Given recent international and national threats and tragedies in an ever changing world, it is recognized that more can be done in an effort to protect students and enhance their academic and personal success. To achieve these ends, the City and LPS (individually “**Participant**” and collectively “**Participants**”) endeavor to strengthen their partnership with each other and with nonprofits, businesses and community entities (collectively “**Community Partners**”). This proactive, preventative, and protective initiative is intended to improve school safety and academic learning.

5. The Participants have determined that it is necessary, desirable, advisable and in the best interest of the City and its residents and of LPS and its students and families to provide for the general safety and success of LPS students by: (a) funding additional protective measures, such as School Resource Officers and threat assessment officers; (b) increasing behavioral health services that identify and mitigate discernible behavioral issues that could impact the LPS school learning environments and the well-being of the Lincoln community; (c) offering additional education opportunities for our children and youth during non-school hours to help foster lifelong skills; (d) seeking to expand Lincoln CLCs and enhance other student, family and neighborhood services throughout LPS schools and attached City recreation facilities; and (e) improving and expanding shared coordination, governance, programming and funding responsibilities among the City, LPS and Community Partners (collectively “**Purposes**”).
6. The Participants will use their best efforts to maintain their current level of efforts in implementing CLCs, while increasing their efforts to implement the stated Purposes. In addition, the Participants will encourage the Community Partners to (a) maintain and increase their level of efforts to support CLCs and (b) implement the stated Purposes.
7. The Participants have determined that to make progress towards the Purposes set forth above, it is necessary, desirable and advisable, and in the best interest of the community, to form a joint public agency pursuant to the Nebraska Joint Public Agency Act (Chapter 13, Article 25, Nebraska Revised Statutes, as amended, the “**Act**”) and to create a Nonprofit Organization (defined below) to provide additional oversight, transparency, accountability, resources, talent, coordination, and partnership opportunities.
8. LPS is a Class IV school district and a body corporate duly created and existing under the laws of the State of Nebraska.
9. The City is duly organized and validly existing as a city of the primary class and political subdivision of the State pursuant to Chapter 15, Nebraska Revised Statutes, as amended, and its home rule charter (“**Charter**”).

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Participants agree as follows:

ARTICLE I

CREATION OF THE JOINT PUBLIC AGENCY

Pursuant to the Act, the Participants hereby create a joint public agency:

1. **Name:** The name of the Joint Public Agency shall be the **Lincoln Safe and Successful Kids Joint Public Agency** (“**Safe and Successful JPA**”), which shall constitute a separate political subdivision and a corporate and politic of the State of Nebraska as provided by the Act. The Safe and Successful JPA shall be subject to control by the Participants in accordance with the terms hereof.
2. **Authority:** The governing body of each Participant has passed the necessary approving resolution after published notice of the same as required by the Act determining that a need for the Safe and Successful JPA exists. A certified copy of each approving resolution shall be kept on file at the City Clerk’s office located at 555 South 10th Street, Lincoln, Nebraska 68508. The governing body of the Safe and Successful JPA (“**Agency Board**”) shall submit the statement required by Section 13-2510 of the Act, as amended, to the Secretary of State. The Safe and Successful JPA’s existence shall commence upon the issuance of a certificate of creation by the Secretary of State as provided in Section 13-2511 of the Act, as amended.
3. **Area:** The territorial extent of the Safe and Successful JPA is an area generally conforming to the City limits and the boundary of LPS (“**Agency Area**”).
4. **Principal Office:** The designated location for all business purposes shall be 555 S. 10th Street, Suite 300, Lincoln, Nebraska 68508.

ARTICLE II

PURPOSES AND PROGRAMS

1. **Purposes:** The Purposes of the **Safe and Successful JPA** are stated in Recital 5 above.
2. **Programs:**
 - a. The Safe and Successful JPA shall utilize monetary funding through the financial mechanisms as provided for herein and prioritize any and all funding received through the levy allocated in Article VIII towards the Purposes, including administrative expenses, in the following three (3) program categories (collectively “**Programs**”):
 1. **Protective Programming:** Provide shared School Resource Officers (“SROs”) at middle schools and develop additional threat management initiatives available to LPS schools in an effort to identify individuals who represent a potential threat and to refer such individuals to law enforcement, behavioral health services, and/or other services.

2. **Preventive Programming:** Expand behavioral health services to students and their legal guardians. Priority will be given to CLC schools in allocating these services.

3. **Proactive Programming:** Enhance CLCs and related student, family, and neighborhood services throughout the LPS system.
 - i. Within this Program category, funding shall be focused on support for CLC leadership as well as direct education programming for Lincoln children and youth, which may include one (1) School Community Coordinator for each CLC site existing at the time this Agreement is executed; summer enrichment programming; reading, writing, math, engineering, and science support; computer technology and programming skills; physical education, fitness, wellness; and other education opportunities.

 - ii. If the Agency Board determines that funding for CLC leadership and direct education programming meets expectations at existing CLC sites, remaining funds within this Program category may be utilized for the additional proactive programming set forth below:
 - a. Scholarships to assist families and expand the number of children who can access CLC programs;

 - b. Learning supports and services to Lincoln families of students and neighborhoods to support student achievement. Such support may include family literacy, financial literacy, and other supports that build individual, family, and neighborhood protective factors; and

 - c. School Community Coordinators at future CLC sites.

- b. Except as provided in Article VII(1)(b), up to 30% of the net funding received through the levy allocated in Article VIII shall be used for Protective Programming on an annual basis, subject to the restriction in Subsection c below. Not less than 40% of the net funding received through the levy allocated in Article VIII shall be used for Proactive Programming. For purposes of this Agreement, “net funding” shall mean the gross revenues generated pursuant to the levy authority described in Article VIII reduced by expenses and Compensation as described in Article VI.

- c. Funding for Protective Programming through the levy allocated in Article VIII shall be subject to LPS contributing to the cost of City police officers utilized for Protective Programming in accordance with a formula mutually agreed to by the Participants through a written agreement by which LPS contributes at least 35% of the cost.
- d. Except as otherwise provided herein, the Agency Board may not amend or change the Programs as set forth above, nor fund expenditures outside of Programs, without the prior approval of each governing body of the Participants.

ARTICLE III

POWERS

The Safe and Successful JPA shall have such powers as are allowed by the Act, and any amendments thereto including, but not limited to, the following powers:

1. **Power, Privilege or Authority:** To exercise any power, privilege or authority to the extent allowed by law to facilitate the Purposes of this Safe and Successful JPA as determined by the Agency Board to be necessary, desirable, advisable or in the best interests of students, the general public and the Participants in the manner and as provided for by the Act according to the Programs listed above.
2. **Obligations:** To incur debts, liabilities, or obligations, including the borrowing of money, secured or unsecured, pursuant to the Act.
3. **Financial Assistance:** To borrow money or accept contributions, grants, or other financial assistance from public or private organizations and to comply with such conditions and enter into such contracts, covenants, mortgages, trust indentures, leases, or agreements as may be necessary, convenient or desirable;
4. **Investments:** To invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, in such obligations, securities, and other investments as the Agency Board shall deem proper.
5. **Contracting:** To contract with and compensate consultants for professional services.
6. **Implementation:** To hire, contract, enter into memorandums of understandings or interlocal agreements with required personnel and organizations that utilize Safe and Successful JPA resources to coordinate and provide leadership, acquire appropriate supplies, materials and facilities and obtain and utilize resources to best carry out desirable programs and initiatives as determined to be necessary and proper in the best judgment of the Agency Board according to

the Purposes and Programs provided herein and aligned with school-based needs and asset assessment, which utilizes school and community planning and data information for resource allocation within the designated Programs of this Agreement.

7. **Levy Taxes:** Subject to Article VIII below, to levy taxes upon the taxable property in the City of Lincoln, Nebraska pursuant to Neb. Rev. Stat. §§ 13-2507, 77-3442, and 77-3443, as amended, to the extent that the authority to levy taxes is expressly and specifically assigned and allocated to the Safe and Successful JPA by a Participant herein. Such levy authority may be exercised by the Safe and Successful JPA only to the extent the assigning Participant restricts the exercise of its own levy authority to the same degree and the levy authority allocated to the Safe and Successful JPA is reported to the Property Tax Administrator.
8. **Necessary Facilities:** To own, operate, and maintain any personal property and collaborate or contract for the use of necessary facilities deemed necessary to carry out the function of the Safe and Successful JPA.
9. **Facilitate Collaboration:** To make the most efficient use of the Purposes and powers of the Participants and to arrange, coordinate and facilitate collaboration with each other, other governmental units, Community Partners, and other partners on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to a form of governmental organization that will best account with the geographic, economic, population, and other factors influencing the needs and development of both Participants.
10. **Other Powers:** To exercise any other powers which are deemed necessary and convenient to carry out the provisions of the Act.

ARTICLE IV

ORGANIZATION

1. **Qualifications:** The JPA shall be governed by a board of six (6) representatives hereto known as the “**Agency Board**” consisting of the following representatives:
 - a. Three LPS Members: Three (3) members of the Lincoln Board of Education (“**School Board**”) appointed by the President of the School Board (collectively “**LPS Members**”).
 - b. Three City Members: The Mayor of the City (“**Mayor**”) and two (2) members of the City Council (“**City Council**”) of the City appointed by the Mayor (collectively “**City Members**”).

2. **Term:** So long as such representative holds the position set forth in the Qualifications Section above, each representative shall serve for a term of four (4) years for the City and a term of not more than four (4) years for LPS, or until his or her successor has been appointed and has qualified in the same manner as the original appointment. A representative shall receive no compensation for his or her services. Any vacancy for a City seat shall be filled by the Mayor. Any vacancy for a LPS seat shall be filled by the President of the School Board. A representative shall be eligible for reappointment upon the expiration of his or her term. A certificate of the appointment or reappointment of any representative shall be issued by his or her governing body and shall be filed with the clerk or secretary of the Participant for which the representative acts and the Safe and Successful JPA. A representative may resign or be removed for any cause at any time by the governing body of the Participant for which the representative acts.

3. **Rules of Governance:** The Agency Board shall adopt Rules of Governance that will include at a minimum, the following:
 - a. Voting: Each representative shall have one vote on matters before the Agency Board. Except as may otherwise be provided herein, all actions of the Agency Board shall require a minimum affirmative vote of (i) two (2) of the three (3) LPS Members entitled to vote and (ii) two (2) of the three (3) City Members entitled to vote.

 - b. Quorum: In order for the Agency Board to take an action or transact any Agency Board business at any meeting of the Agency Board, a quorum of a minimum of (i) two (2) of the three (3) LPS Members must be present and (ii) two (2) of the three (3) City Members must be present.

 - c. Officers: The Agency Board shall elect a chair and vice-chair from among the representatives. The terms of office for the officers shall be as set forth in the Rules of Governance. The Agency Board shall elect a Secretary as provided in Section 13-2516 of the Act and elect a Treasurer who each shall serve at the pleasure of the Agency Board until their respective successors shall be appointed or elected as may be set forth therein.

 - d. Regular and Special Meetings. The manner of scheduling regular meetings and the method of calling special Agency Board meetings, including the giving or waiving of notice within the constraints of the Nebraska Open Meetings Act, shall be provided in the Rules of Governance.

 - e. Operational Rules: To the extent this Agreement, the Rules of Governance, or other documents formally adopted by the Agency Board do not provide specifics as to

operation and governance of the Safe and Successful JPA, then the Act shall govern the Safe and Successful JPA as to those operational rules.

4. **Meetings and Notice:** Meetings of the Agency Board may be called by the chair or any two (2) representatives. Notice of the meeting and agenda shall be provided to each representative, the City Clerk and the Superintendent of LPS with reasonable advance notice prior to each such meeting through a method designated by the Agency Board pursuant to Neb. Rev. Stat. § 84-1411, as amended. In the event that the necessity arises for an emergency meeting without reasonable advance notice, the nature of the emergency shall be stated in the minutes and any formal action taken in the meeting, which may occur by electronic or telecommunication equipment, shall pertain only to the emergency.

The Agency Board shall be subject to the Nebraska Open Meetings Act. The Agency Board shall give public notice of the meeting pursuant to Neb. Rev. Stat. § 84-1411, as amended, including maintaining an agenda in the office of the City Clerk which shall be available for inspection by the public and on the City's website. All meetings shall be conducted in accordance with the Nebraska Open Meetings Act (Chapter 84, Article 14, Nebraska Revised Statutes, as amended).

5. **Treasurer's Bond:** In the event that there is no treasurer's bond that expressly insures the Safe and Successful JPA against loss resulting from the fraudulent, illegal, negligent, or otherwise wrongful or unauthorized acts or conduct by or on the part of any person authorized to sign checks, drafts, warrants, or other instruments in writing, there shall be procured and filed with the secretary of the Safe and Successful JPA, together with the written authorization filed with the secretary, a surety bond, effective for protection against the loss, in such form and penal amount and with such corporate surety as shall be approved in writing by the signed endorsement thereon of any two (2) officers of the Safe and Successful JPA other than the treasurer.
6. **Nonprofit Organization:** To assist the Safe and Successful JPA in carrying out the Purposes and Programs stated herein, the Participants agree to create a separate nonprofit organization ("**Nonprofit Organization**") to provide advice to the Safe and Successful JPA.
 - a. **Board of Directors:** The Nonprofit Organization will be governed by a board of directors consisting of directors from the City, LPS, the Community Partners, and others as may be determined in the Bylaws of the Nonprofit Organization. The Board of Directors may make budget recommendations to the Agency Board regarding the levy and expenditures authorized by the Agency Board pursuant to Article VIII. Such recommendations shall be consistent with the Purposes and Programs set forth herein.

- b. Coordination: The Nonprofit Organization will coordinate funding provided by the Agency Board with the Participants' and Community Partners' resources to ensure the efficient and effective use of public and private funds.
- c. Governance Documents: The Articles of Incorporation and Bylaws of the Nonprofit Organization, including amendments thereto, shall be reviewed and approved by the Safe and Successful JPA.
- d. Audits: The Nonprofit Organization may be subject to audit pursuant to a request of the Agency Board and, at that time, the Nonprofit Organization shall make available to the Safe and Successful JPA or, a contract auditor engaged by the Safe and Successful JPA, copies of all financial records and materials related to this Agreement, as allowed by law.
- e. Biennial Reports: Commencing in 2018, and each even-numbered year thereafter, the Nonprofit Organization shall deliver to the Secretary of State a biennial report on a form prescribed and furnished by the Secretary of State, such fee and any other information or requirements.
- f. Procurement Processes: The Nonprofit Organization shall follow the governmental procurement processes of LPS.
- g. Open Meeting Laws: The Nonprofit Organization shall follow the applicable laws of the Nebraska Open Meetings Act, (Chapter 84, Article 14, Nebraska Revised Statutes, as amended).
- h. Annual Report: The Nonprofit Organization shall provide the Agency Board, School Board, Superintendent of LPS, City Council, Mayor, and City Clerk an annual report of the metrics and outcomes of the Purposes and Programs.

ARTICLE V

DURATION

The duration of the Safe and Successful JPA shall be perpetual, commencing with the date of issuance of the certificate of creation, and shall continue in effect until terminated as provided in Article XI hereof.

ARTICLE VI

EXPENSES AND COMPENSATION

1. **Safe and Successful JPA Expenses:** All expenses to fund the Compensation and operation of the Safe and Successful JPA including, without limitation, travel expenses, administrative costs, insurance, and professional fees, shall be paid by the Safe and Successful JPA, unless the Participants agree otherwise in writing. For purposes of this Article, expenses do not include programming or administrative expenses directly related to the Programs set forth in Article II.
2. **Compensation:**
 - a. Pursuant to Article VIII, only the City is allocating and assigning its levy authority to the Safe and Successful JPA. The City therefore intends to transfer its funding source for the CLC Initiative to the Safe and Successful JPA. To reduce inefficiencies and administrative burden, the City will continue to pay the direct and indirect expenses associated with its Parks and Recreation Department serving as the lead agency and/or core service provider at CLC sites (collectively “**City’s CLC Sites**”), which currently include the following six locations: Belmont, Calvert, Airpark, McPhee, Everett and Goodrich. Subject to the limitation described below, the Safe and Successful JPA shall annually, beginning in Fiscal Year 2018-2019, provide compensation (“**Compensation**”) to the City for the expenses defined below.
 - b. Base Year (Fiscal Year 2017-18): Said City’s CLC Sites 2017-2018 fiscal year budget is Six Hundred Seven Thousand, Three Hundred Seventy-One Dollars (\$607,371.00), which is comprised of (i) \$508,851.00 for City CLC program staff, program supplies, operating expenses for building space (excluding utilities), supervisory staff time associated with CLC programming, and overhead administrative expenses including accounting and payroll (collectively “**Base Sum**”) and (ii) \$98,520.00 for employee benefits (“**Employee Benefits**”).
 - c. Subsequent Fiscal Years: Unless otherwise approved by the Agency Board, in Fiscal Year 2018-19 and all subsequent fiscal years, the Compensation amount shall be adjusted as follows:
 - i. For the Base Sum, the Compensation amount shall be the City’s actual fiscal year expenses for the Base Sum, but not to exceed the annual percentage changes as stated in the edition closest to the end of the fiscal year for Table 11. Wages and Salaries (Not Seasonally Adjusted): Employment Cost Index (“**ECI**”) for wages and salaries, for State and local government works for the occupation group of “Service occupations”, as prepared by the United States Department of Labor, Bureau of Labor Statistics (“**ECI Index**”) or other replacement ECI Index; and

- ii. For Employee Benefits, the Compensation amount shall be the City's actual fiscal year's expenses for the Employee Benefit.
 - d. Reconciliation: The Compensation amount shall be paid as soon as practical by the Safe and Successful JPA to the City initially based upon the City's approved budget. The Safe and Successful JPA and City will complete a monthly reconciliation of the actual fiscal year expenses during the fiscal year. The Compensation amount shall not include utilities or capital improvements and repairs.
 - e. Changes in City's CLC Sites: In the event LPS, through its 21st Century Community Learning Centers selection process or its lead agency or core service provider separation process, either increases or decreases the number of CLC Sites at which the City Parks and Recreation Department is the lead agency or core service provider, then the Safe and Successful JPA shall approve a budget that fairly adjusts the Compensation amount to reflect the modification. This adjusted Compensation amount shall then serve as the Base Sum for future Compensation calculations.
3. **Financial and Legal Services**: Unless otherwise provided by the Agency Board, the City will provide legal and financial services to the Agency Board and shall be reimbursed for such services as a JPA operational expense. The Agency Board may pay for financial, legal, and other administrative services for the Nonprofit Organization referenced in Article IV, Section 6.
4. **Article II Net Funding**:
- a. Expenses of the JPA operations, including the City Compensation amount, shall be paid from funding received through the levy allocated in Article VIII prior to funding any of the Purposes or Programs herein.
 - b. For purposes of calculating the base amount to which the percentages outlined in Article II, Section 2(b) apply, expenses of the JPA operations, including the City Compensation amount, shall first be deducted from the total funding received through the levy allocated in Article VIII.
5. **Start Up Expenses**: The expenses of organizing the Safe and Successful JPA and the Nonprofit Organization shall be divided equally between the City and LPS and may be reimbursed by the Safe and Successful JPA in the 2018-19 fiscal year.

ARTICLE VII

BUDGETING AND AUDIT

1. **Annual Budget:**

- a. Fiscal Year. The fiscal year of the Safe and Successful JPA shall coincide with the fiscal year of the City. The first budget for the Safe and Successful JPA shall be for the 2018-2019 fiscal year beginning September 1, 2018.
- b. Program Allocations. The Program allocations set forth in Article II may be adjusted by the Agency Board for the 2018-2019 fiscal year only. After the 2018-2019 fiscal year, the Program allocations set forth in Article II shall be followed until or unless this Agreement is amended by the Participants.
 - i. The LPS reimbursement to the City set forth in Article II, Section 2(c) for SROs shall begin when the SROs are deployed into LPS schools. The date of initial deployment is at the discretion of the City.
 - ii. The LPS reimbursement to the City for set forth in Article II, section 2(c) for a threat assessment officer shall begin when the selected City police officer begins threat assessment training.
- c. Annual Budget. The Agency Board shall prepare and approve a budget for an annual period. The budget shall include a review of the level of financial commitment of the Participants and Community Partners to the CLC Initiative, and such information shall be submitted on a form developed cooperatively by the City, LPS, and Community Partners. The annual budget of the Safe and Successful JPA shall be established as provided in the Nebraska Budget Act (Chapter 13, Article 5, Nebraska Revised Statutes, as amended).

2. **Annual Audit:** The Safe and Successful JPA shall cause to be conducted annually an audit conducted by a private qualified auditing business. The resulting audit report shall be delivered to the Safe and Successful JPA and the governing body of each Participant.

ARTICLE VIII

LEVY AUTHORITY

Pursuant to the provisions of Section 13-2507 of the Act:

1. **Allocation:** The City hereby allocates and assigns to the Safe and Successful JPA, for the period beginning upon the effective date of this Agreement and ending upon dissolution of the Safe and Successful JPA, its authority to cause the levy of taxes within the taxing district of the City, in an amount not to exceed one cent (\$0.01) on each one hundred dollars (\$100.00) upon the taxable value of all taxable property in the City. LPS shall not be required to allocate or assign any of its authority to cause the levy of taxes within the taxing district of LPS.
2. **Purposes and Programs:** Property taxes levied by the Safe and Successful JPA shall be for the Purposes and Programs provided and authorized by this Agreement and approved by the Agency Board.
3. **City's Levy Authority:** The City's authority to levy property taxes is limited by the authority of its taxing district. The City's levy is provided for in Neb. Rev. Stat. § 77-3442(6)(a). The amount of the City's allocation to the Safe and Successful JPA shall be reported to the Property Tax Administrator by the City.
4. **Limitation:** The Participants may agree to limit the Safe and Successful JPA's property tax rate pursuant to Section 13-2507(1) of the Act.
5. **Certification:** The Safe and Successful JPA tax levy shall be certified to the County of Lancaster, Nebraska, for levy and collection as provided by law and shall be credited to the Safe and Successful JPA as soon as practicable.

ARTICLE IX

BIENNIAL REPORT

Commencing in 2019, and each odd-numbered year thereafter, the Safe and Successful JPA shall deliver to the Secretary of State a biennial report between January 1 and April 1 of said year on a form prescribed and furnished by the Secretary of State, such fee and any other information or requirements as may be specified in Section 13-2525 of the Act.

ARTICLE X

NOT FOR PROFIT

It is expressly understood that the Safe and Successful JPA is a public body and is to be operated not for profit, and no profit, dividend or Safe and Successful JPA asset shall inure to the benefit of any individual.

ARTICLE XI

DISSOLUTION

Subject to Section 13-2518 of the Act, the Safe and Successful JPA shall be dissolved if the governing body of a Participant adopts a resolution or ordinance setting forth the determination that the need for the public agencies to act cooperatively through a joint public agency no longer exists. Upon dissolution of the Safe and Successful JPA, all interest in the land, capital improvements, personal property, money, accounts, and all other assets of the Safe and Successful JPA used in the operation of the schools shall be transferred to LPS; all other assets shall be transferred to the City. In the event that money, accounts, and other assets are commingled or shared with programs sponsored by the City, such money, accounts, and other assets, or the value thereof, shall be divided equally between the City and LPS, unless an agreement is otherwise reached. Unless otherwise mutually agreed by both Participants in writing, the Safe and Successful JPA may not be dissolved without a minimum written notice of six (6) months prior to the end of the Safe and Successful JPA fiscal year (August 31st) to allow the Participants and Community Partners to adjust to the dissolution.

ARTICLE XII

AMENDMENT

Unless otherwise provided herein, any amendment hereto must first be approved by resolution or ordinance of the governing body of each Participant. After mutual approval, the amended and restated Agreement shall then be signed by the authorized agent of each Participant. The fully signed amended and restated Agreement shall be filed with the Nebraska Secretary of State.

ARTICLE XIII

NONDISCRIMINATION

In exercising its authority and carrying out its duties and functions the Safe and Successful JPA shall not discriminate against any employee, applicant for employment, contractor, potential contractor, or any individual or entity in accordance with the City and LPS policies or any other basis prohibited by governing law.

ARTICLE XIV

SEVERABILITY

If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XV

NOTICES AND DEMANDS

A notice, demand, or other communication under this Agreement by either Participant to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

If to the City: Mayor
City of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

With a copy to: City Attorney
City of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

If to LPS: Superintendent
The Lancaster County School District 001
5905 "O" Street
Lincoln, NE 68501

With a copy to: Perry Guthery Haase and Gessford
233 South 13th Street, Suite 1400
Lincoln, NE 68508

or at such other address with respect to either Participant as that Participant may from time to time designate in writing and forward to the other as provided in this Section.

ARTICLE XVI

MISCELLANEOUS

1. **Recitals, Titles of Articles, and Sections:** Any titles of the several Articles and Sections of this Agreement are inserted for convenience of index and reference only and shall be disregarded in construing or interpreting any of its provisions.
2. **Construction:** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant. Any uncertainty or ambiguity existing herein shall not be interpreted against a Participant because such Participant prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. This Agreement shall be construed and governed by the laws of the State of Nebraska.
3. **Representations:** Each Participant represents and warrants to each other the following:
 - a. **Enforceability:** This Agreement has been duly executed and delivered by each Participant and constitutes a legal, valid and binding obligation of each Participant, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.
 - b. **Authority:** The execution, delivery and performance of this Agreement by each Participant has been duly authorized by all necessary action by each Participant.
4. **Counterparts:** This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

