



City of Grand Island

Tuesday, December 14, 2021

Council Session

Item G-6

#2021-343 - Approving New South Central Area Law Enforcement Area (SCALES) Interlocal Agreement for Police Services

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: December 14, 2021

Subject: Approval of SCALES Interlocal Agreement for Cooperative Law Enforcement Services

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has been a charter member of the South Central Area Law Enforcement Service, SCALES, through an Interlocal Agreement since the inception of the organization. Different agencies have joined the SCALES association since the inception of the association. The previous SCALES Interlocal Agreement expired on August 15th, 2021 so a new five (5) year Interlocal Agreement is proposed.

Discussion

The Police Department has been a member of SCALES since 2006. SCALES agencies support one another during special events and or criminal investigations. Grand Island has received the support of SCALES in investigating cases such as officer involved in custody deaths. In turn, our department has supported other SCALES agencies in criminal investigations and special events.

SCALES agencies also pool funding to bring specialized training schools to the area. SCLAES has hosted several specialized courses in the area that multiple officers from the Grand Island Police Department have been able to attend. Such training would be cost prohibitive for any one agency to provide.

SCALES membership includes the Grand Island Police Department and the Police Departments from Hastings, Kearney, Lexington, Aurora, Holdrege, Cozad, and Minden It also includes the Hall, Adams, Buffalo, Dawson, Merrick, Clay, Phelps, and Hamilton County Sheriff's Offices.

The last SCALES Interlocal Agreement was signed in March of 2016, and expired on August 15th, 2021. A new five (5) year Interlocal Agreement is proposed.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the new five (5) year SCALES Interlocal Agreement for Cooperative Law Enforcement Services.

Sample Motion

Move to approve the new five (5) year SCALES Interlocal Agreement for Cooperative Law Enforcement Services.

**INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT
SERVICES
BY AND AMONG
THE COUNTIES OF ADAMS, BUFFALO, CLAY, DAWSON, HALL, HAMILTON,
MERRICK, AND PHELPS, THE CITIES OF AURORA, COZAD, GRAND ISLAND,
HASTINGS, HOLDREGE, KEARNEY, LEXINGTON, AND MINDEN**

THIS AGREEMENT is made and entered into this 1st day of January, 2022, by and between the Counties of Adams, Buffalo, Clay, Dawson, Hall, Hamilton, Merrick, and Phelps, and the Cities of Aurora, Cozad, Grand Island, Hastings, Holdrege, Kearney, Lexington, and Minden, all being bodies politic and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party.” WITNESSETH:

WHEREAS, the Parties desire to form an alliance among law enforcement agencies of the Parties known as **SCALES** (*South Central Area Law Enforcement Services*) to: promote cooperation among such agencies to combat crime in the most effective manner possible; provide for joint acquisition of equipment and materials; and allow for cooperative sharing and utilization of investigative resources; and

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. §13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, NEB. REV. STAT. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Counties and Cities are public agencies as defined by NEB. REV. STAT. §13-801; and

WHEREAS, NEB. REV. STAT. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county for law enforcement services or joint law enforcement services.”

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Term.** This agreement shall have a term of five (5) years commencing January 1st, 2022. Said agreement shall automatically renew for no more than five successive terms of one year each unless written notice of the non-renewal is provided by the non-renewing party to the other parties not less than 60 days prior to the expiration of the then current term.

- 2) **Termination.** This agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.
- 3) **Withdrawal.** Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal.
- 4) **Governance.** The activities of the cooperative undertaking shall be governed by a board comprised of the Sheriff or Chief of Police from each of the Parties, hereinafter referred to as the "Board." The Board shall meet not less than two times each calendar year. The Board shall select as officers, a chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the Board shall be required to take action. All questions before the Board shall be determined by majority vote of the members present. The Board may adopt such by-laws and rules of procedure as deemed appropriate by the Board.
- 5) **Cooperative Powers and Authority.** Each Party's Chief of Police or Sheriff may supply manpower and other resources, when available, upon the request of a Party to assist with any law enforcement activities including, but not limited to:
 - a) the investigation or prevention of any crime;
 - b) the service and execution of any search warrant, and
 - c) the making of any arrest.
- 6) **Law Enforcement Powers.** Any sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer employed by any Party shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of any Party when acting or participating in a cooperative investigation or cooperative law enforcement activity at the request of any Party's Sheriff or Chief of Police or an authorized designee of any such Sheriff or Chief of Police.
- 7) **Claims and Indemnity.** At all times while acting or participating in a cooperative investigation or cooperative law enforcement activity, any such participating sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer shall remain the employee of the Party supplying such officer. Each Party shall provide liability insurance and indemnification for its own personnel as provided in NEB. REV. STAT. §13-1802.
- 8) **Modification.** This Agreement may be modified by written agreement of the Parties.
- 9) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the Board as provided in section 4, above.

10) **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of such party as provided by law, regulation, or ordinance governing the same.

- a) Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.
- b) Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.
- c) Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.
- d) An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

11) **Finances.** This agreement shall be financed by funds available to the parties hereto.

12) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

13) **Additional Agreements.**

- a) The provisions of this agreement shall not be construed to impose an obligation on any Party to this agreement to respond to a request for assistance. At any time assistance is requested, the Party so requested may, for any reason, deem it advisable not to respond and may so inform the requesting party.
- b) This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.
- c) Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement.

Executed this ____ of _____, 20__.

City of Grand Island, Nebraska

by: _____
Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

RESOLUTION 2021-343

WHEREAS, the Police Department of the City of Grand Island received notification that it will receive a 2021 Victims of Crime Act (VOCA) grant for \$128,394.00 from the Nebraska Commission on Law Enforcement and Criminal Justice; and

WHEREAS, the amount awarded is to be used by the Grand Island Police Department in accordance with criteria established by the grant program, and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant in acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funds awarded to the Police Department of the City of Grand Island for \$128,394.00 through the Nebraska Commission on Law Enforcement and Criminal Justice is hereby approved.

BE IS FURTHER RESOLVED, that the Mayor is here by authorized and directed to execute such grant on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 14, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
December 22, 2021	☒ City Attorney