



City of Grand Island

Tuesday, May 28, 2013

Council Session

Item G-6

#2013-153 - Approving Addendum to SCALES Agreement

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: May 28, 2013

Subject: Approval of SCALES Interlocal Addendum

Item #'s: G-6

Presenter(s): Steven Lamken, Police Chief

Background

South Central Area Law Enforcement Services, SCALES, is a multijurisdictional law enforcement cooperative which operates under an Interlocal Agreement. Member agencies share resources and information and also acquire joint training and investigative equipment purchases. The City of Cozad desires to be a participating SCALES agency and an addendum has been drafted to approve Cozad's membership. There is no fiscal impact to the City of Grand Island from Cozad joining the SCALES Interlocal.

Discussion

SCALES is a multijurisdictional law enforcement cooperative Interlocal Agreement with eleven member agencies sharing resources and information and also acquire joint training and investigative equipment purchases. SCALES has been a successful example of regional cooperation with agencies assisting one another when needed. SCALES agencies have supported the Grand Island Police Department in events such as President Bush's visit to the City and investigation of department in-custody deaths. In turn, Grand Island has supported other SCALES agencies in special events and investigations. SCALES has brought nationally recognized training programs to the region which has provided excellent training to officers of our department that could not be supported by our individual agency budgets.

The City of Cozad has requested to become a member agency of SCALES and has been approved by the Governing Board of Sheriffs and Chiefs. The Governing Board is seeking approval of our governing bodies to amend the SCALES Interlocal Agreement with the approval of the addendum to accept Cozad as a member. The acceptance of Cozad as a member agency of the SCALES compact does not create any additional fiscal impact for the Grand Island.

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 approved the “Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services” for the City of Cozad membership.

Sample Motion

Move to approve the “Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services” for the City of Cozad membership.

***ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson and Phelps and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, Aurora and Lexington have entered into an interlocal agreement dated August 1st, 2006, for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the City of Cozad desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the City of Cozad's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00, Adams, Buffalo, Hall, Dawson and Phelps Counties and the cities of Hastings Kearney, Grand Island, Holdrege, Aurora and Lexington approve of the City of Cozad's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment the City of Cozad monetary contributions as stated above, the City of Cozad in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The City of Cozad shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this 9th day of April, 2013.

City of Cozad

By: [Signature]
Mayor
City of Cozad

[Signature]
Cozad Police Chief

(Attest)
[Signature]
Cozad City Clerk

Executed this _____ day of _____, 2013.	Executed this <u>7</u> day of <u>May</u> , 2013.
<u>City of Grand Island</u>	<u>County of Hall</u>
By: _____ Mayor	By: <u>[Signature]</u> Chairperson County Board of Supervisors
<u>[Signature]</u> Grand Island Police Chief	<u>[Signature]</u> Hall County Sheriff
_____ (Attest)	_____ (Attest)

Executed this _____ day of _____, 2013.	Executed this _____ day of _____, 2013.
<u>City of Hastings</u>	<u>County of Adams</u>
By: _____ Mayor	By: _____ Chairperson County Board of Supervisors
_____ Hastings Police Chief	_____ Adams County Sheriff
_____ (Attest)	_____ (Attest)

**INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT
SERVICES
BY AND AMONG
THE COUNTIES OF ADAMS, BUFFALO, DAWSON AND HALL, THE CITIES OF
GRAND ISLAND, HASTINGS, AND KEARNEY**

THIS AGREEMENT is made and entered into this 1st day of August 2006, by and between the Counties of Adams, Buffalo, Dawson, and Hall and the Cities of Grand Island, Hastings, and Kearney, all being a 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 the 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 August 1, 2006. 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) 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 12 day of September
2006.

City of Grand Island, Nebraska

by: [Signature]
Mayor

[attest]

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Executed this 10th day of Oct,
2006.

City of Hastings

by: [Signature]
Mayor

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Executed this 17 day of October,
2006.

County of Adams

by: [Signature]
Chairperson
County Board of Supervisors

[attest]

[Signature]
County Clerk

Approved as to form:

[Signature]
County Attorney

Executed this 14th day of November,
2006.

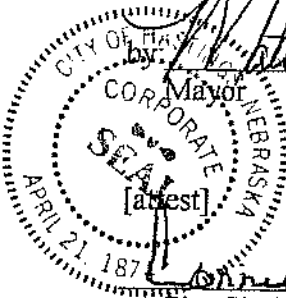
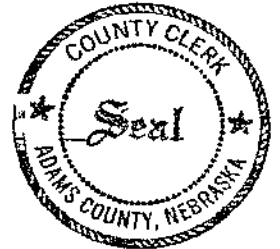
County of Buffalo

by: [Signature]
Chairman
County Board of Supervisors

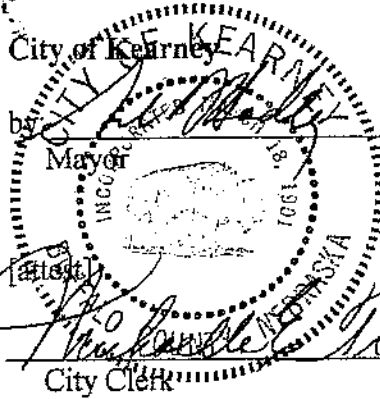
[Signature]
County Clerk

Approved as to form:

[Signature]
County Attorney



Executed this 30 day of October,
2006.



Approved as to form:

[Signature]
City Attorney

Executed this 22nd day of August,
2006.

County of Hall

by: [Signature]
Chairman
County Board of Supervisors

[attest]

[Signature]
County Clerk

Approved as to form:

[Signature]
County Attorney

Executed this 14 day of November,
2006.

County of Dawson

by: [Signature]
Chairman
County Board of Supervisors

[attest] [Signature]
County Clerk



Approved as to form:

[Signature]
County Attorney

***ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall and Dawson and the Nebraska Cities of Hastings, Kearney and Grand Island have entered into an interlocal agreement dated August 1st, 2006, for cooperative law enforcement services hereinafter referred to as " SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Phelps, the City of Holdrege and the City of Aurora desire to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 and hereby signifies acceptance of the same; and

WHEREAS in consideration of Phelps County's, the City of Holdrege's and the City of Aurora's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00 for each individual agency, Adams, Buffalo, Hall and Dawson Counties and the cities of Hastings Kearney and Grand Island approve of Phelps County the City of Holdrege and the City of Aurora's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of Phelps County, the City of Holdrege and the City of Aurora monetary contributions as stated above, the County of Phelps, the City of Holdrege and the City of Aurora in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The County of Phelps, the City of Holdrege, and the City of Aurora, shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

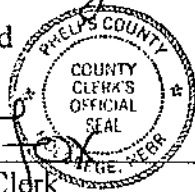
Executed this 30 day of
January, 2008.

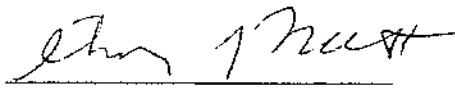
County of Phelps

By: 
Chairperson
County Board

(Attest)


Phelps County Clerk




Phelps County Sheriff

Executed this 30 day of
January, 2008

City of Holdrege

By: [Signature]
Mayor

(Attest)

[Signature]
City Clerk

[Signature]
Chief of Police- Holdrege Police Dept.

Executed this 19th day of
February, 2008. 2009

City of Aurora

By: [Signature]
Mayor

(Attest)

[Signature]
City Clerk



[Signature]
Chief of Police- Aurora Police Dept.

Executed this 9th day of
December, 2008.

City of Grand Island

By: [Signature]
Mayor

[Signature]
Grand Island Police Chief

[Signature]
(Attest)

Executed this 2nd day of
Dec, 2008.

County of Hall

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
Hall County Sheriff

[Signature]
(Attest)

Executed this 2ND day of
February, 2008.

City of Hastings

By: Vern P. Powers
Mayor

[Signature]
Hastings Police Chief

[Signature]
(Attest)

Executed this 5TH day of
February, 2008.

County of Adams

By: Larry Woodman
Chairperson
County Board of Supervisors

[Signature]
Adams County Sheriff

[Signature]
(Attest)

Executed this 23 day of
December, 2008.

City of Kearney

By: Stanley G. Shorrock
Mayor

[Signature]
Kearney Police Chief

[Signature]
(Attest)

Executed this 23 day of
December, 2008.

County of Buffalo

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
Buffalo County Sheriff

[Signature]
(Attest)

Executed this 17TH day of
February, 2008.

County of Dawson

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
(Attest)

[Signature]
Dawson County Sheriff



ADDENDUM TO SCALES INTERLOCAL
AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT SERVICES

WHEREAS, the Nebraska Counties of Adams, Buffalo and Hall, and the Nebraska cities of Hastings, Kearney and Grand Island have entered into an interlocal agreement dated August 14, 2001, for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Dawson desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 14, 2001 and hereby signifies acceptance of the same; and

WHEREAS, in consideration of Dawson County's agreement to initially contribute to the cooperative undertaking provided for in SCALES, an agreed sum not to exceed \$6,800.00, Adams, Buffalo and Hall Counties and the cities of Hastings, Kearney and Grand Island approve of Dawson County's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of Dawson County's initial monetary contribution as stated above, the County of Dawson in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all of the same entitlements and obligations as the original parties to said agreement.

Executed this 1st day of

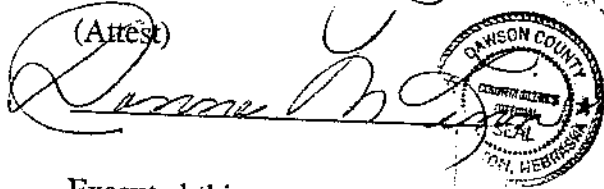
October, 2002.

County of Dawson

By: Andre R. Benjamin
Chairperson
County Board of Commissioners

Gary W. Reichen
Dawson County Sheriff

(Attest)



Executed this ____ day of

____, 2002.

City of Grand Island, Nebraska

By: _____
Mayor

Grand Island Police Chief

(Attest)

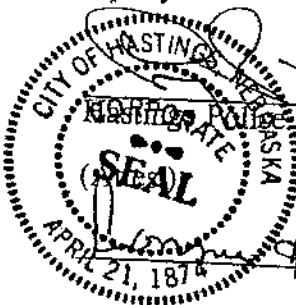
Executed this ____ day of

____, 2002.

City of Hastings, Nebraska

By: Rich B. Hubby
Mayor

Norman Police Chief



Executed this 17 day

of December, 2002.

County of Hall

Ronald E. Lancaster
Chairperson
County Board of Supervisors

Jeff White
Hall County Sheriff

(Attest)

Mark J. Conley



Executed this 15 day

of October, 2002.

County of Adams

Larry Woodman
Chairperson
County Board of Supervisors

John A. Magee
Adams County Sheriff

(Attest)

Cherrill Lewis



Executed this 22 day of
October, 2002.

City of Kearney, Nebraska

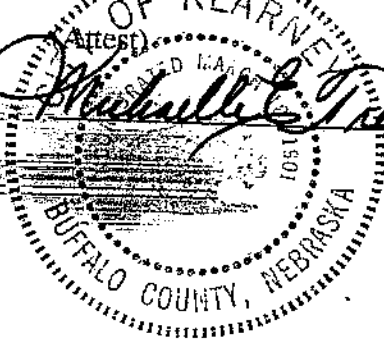
By:

Mayor

Pat A. Ketrin
Kearney Police Chief

David L. Smith
Kearney Police Chief

Michael E. Tremblay
Attest



Executed this 8th day
of October, 2002.

County of Buffalo

William C. McMiller
Chairperson
County Board of Supervisors

Neil C. Miller
Buffalo County Sheriff

(Attest)

Judy A. Jobman



***ADDENDUM # 2 TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

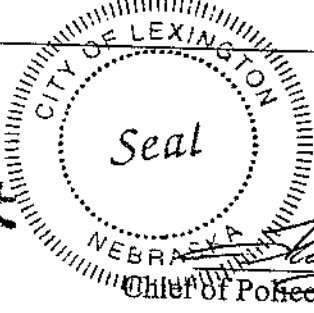
WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson and Phelps and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, and Aurora have entered into an interlocal agreement dated August 1st, 2006 with subsequent addendum dated January 30th, 2008 for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the City of Lexington desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 with addendum dated 01-30-2008 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the City of Lexington's agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00, Adams, Buffalo, Hall, Dawson and Phelps Counties and the cities of Hastings, Kearney, Grand Island, Holdrege, and Aurora approve of the City of Lexington's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment of the City of Lexington's monetary contribution as stated above, the City of Lexington in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The City of Lexington shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this <u>9th</u> day of <u>November</u> , 2010.	
<u>City of Lexington</u>	
By. <u>[Signature]</u> Mayor	 <u>[Signature]</u> Chief of Police - Lexington Police Dept.
(Attest) <u>[Signature]</u> City Clerk	

(Attest)

(Attest)

Executed this 24th day of
January, 2011.

Executed this 18th day of
January, 2011.

City of Hastings

County of Adams

By: Kemp Powers
Mayor

By: Larry Woodman
Chairperson
County Board of Supervisors

[Signature]
Hastings Police Chief

[Signature]
Adams County Sheriff

Lonnie Hartman

Chrisella Lewis

(Attest)

(Attest)

Executed this 28 day of
December, 2010.

Executed this 28 day of
December, 2010.

City of Kearney

County of Buffalo

By: Stanley A. Clouse
Mayor

By: [Signature]
Chairperson
County Board of Supervisors

[Signature]
Kearney Police Chief

Nell A. Miller
Buffalo County Sheriff

Thaselle E. Trembley

Jane S. Griffin

(Attest)

(Attest)

Executed this 3rd day of
January, 2011.

County of Dawson

By: Bill Hunt
Chairperson
County Board of Supervisors

Gary A. Parks
Dawson County Sheriff

Karla Zarkovekey

(Attest)



Executed this 25th day of
January, 2011.

City of Aurora

By: Marlin Leeman
Mayor

(Attest)
Barbara M. Mithel
City Clerk



Joey J. Bunk
Chief of Police - Aurora Police Dept

Executed this 11th day of
January, 2011.

City of Holdrege

By: Richard J. Jeffery
Mayor

Dennis Darnold
Holdrege Police Chief

Dan Jensen
(Attest)



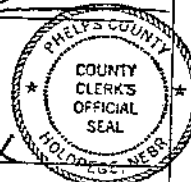
Executed this 11th day of
January, 2011.

County of Phelps

By: James Castagna
Chairperson
County Board of Supervisors

Michael
Phelps County Sheriff

Sally Fox
(Attest)



Executed this 9th day of
December, 2010.

City of Grand Island

By: Greg VanDusen
Mayor

Steve Lankford
Grand Island Police Chief

Executed this 23 day of
November, 2010.

County of Hall

By: W.P. Bud Offner
Chairperson
County Board of Supervisors

Greg
Hall County Sheriff

RESOLUTION 2013-153

WHEREAS, the Grand Island Police Department has been a member of the South Central Area Law Enforcement Services, SCALES, Interlocal compact; and

WHEREAS, membership in SCALES has been beneficial to the Police Department and the City of Grand Island; and

WHEREAS, the City of Cozad, Nebraska wishes to become a member of the SCALES compact , and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA,

That the Mayor sign the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to allow the City of Cozad to become a member of the SCALES Compact.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska May 28, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 24, 2013	▣ City Attorney