



# City of Grand Island

Tuesday, September 12, 2006

Council Session

## Item G13

**#2006-251 - Approving Renewal of South Central Area Law Enforcement Services (SCALES) Interlocal Agreement**

Staff Contact: Steve Lamken

# Council Agenda Memo

**From:** Steven Lamken, Police Chief

**Meeting:** September 12, 2006

**Subject:** Approving Renewal of the South Central Area Law Enforcement Services (SCALES) Interlocal Agreement

**Item #'s:** G-13

**Presenter(s):** Steven Lamken, Police Chief

## Background

The South Central Area Law Enforcement Services Interlocal Compact provides for eight law enforcement agencies to be able to pool resources when needed to meet special challenges. The Grand Island Police Department is a member of SCALES and has found the agreement to be an excellent tool to enhance our operational and investigation ability. The "SCALES" Interlocal Agreement is due for renewal. The renewal will be for five years.

## Discussion

SCALES was formed by the Adams, Buffalo, Hall, and Dawson County Sheriff's Offices, The Hastings, Kearney, and Grand Island Police Departments and the Nebraska State Patrol to provide agencies a pool of resources to enhance the ability to conduct investigations and/or perform special operations. Since its creation, SCALES through the interlocal compact has proven to be very successful and cost effective. The Grand Island Police Department has benefited from the combined purchase of investigative and diagnostic equipment that would not have been a justifiable purchase by a single agency. The Grand Island Police have aided other agencies in critical investigations such as officer involved shootings and homicides and has been the recipient of aid during similar investigations in our City.

## 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 renewal of the South Central Area Law Enforcement Services Interlocal Agreement.

### **Sample Motion**

Motion to approve the South Central Area Law Enforcement Services Interlocal Agreement.

**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 1<sup>st</sup> 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 \_\_\_ day of \_\_\_\_\_,  
2006.

**City of Grand Island, Nebraska**

by: \_\_\_\_\_  
Mayor

[attest]

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Executed this \_\_\_ day of \_\_\_\_\_,  
2006.

**City of Hastings**

by: \_\_\_\_\_  
Mayor

[attest]

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Executed this \_\_\_ day of \_\_\_\_\_,  
2006.

**County of Adams**

by: \_\_\_\_\_  
Chairperson  
County Board of Supervisors

[attest]

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

Executed this \_\_\_ day of \_\_\_\_\_,  
2006.

**County of Buffalo**

by: \_\_\_\_\_  
Chairman  
County Board of Supervisors

[attest]

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

Executed this \_\_\_ day of \_\_\_\_\_, 2006.

**City of Kearney**

by: \_\_\_\_\_  
Mayor

[attest]

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Executed this <sup>22<sup>nd</sup></sup> day of August, 2006.

**County of Hall**

by: James M. Eriksen  
Chairman  
County Board of Supervisors

[attest]

Maria Kinley  
County Clerk

Approved as to form:

[Signature]  
County Attorney

Executed this \_\_\_ day of \_\_\_\_\_, 2006.

**County of Dawson**

by: \_\_\_\_\_  
Chairman  
County Board of Supervisors

[attest]

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney



RESOLUTION 2006-251

WHEREAS, on September 25, 2001, by Resolution 2001-260, the City of Grand Island approved an Interlocal Agreement for Cooperative Law Enforcement Services by and among the Counties of Adams, Buffalo and Hall, and the Cities of Grand Island, Hastings and Kearney, under the umbrella of the South Central Area Law Enforcement Services (SCALES), to combat crime in the most effective manner possible, to provide for joint acquisition of equipment and materials, and to allow for cooperative sharing and utilization of investigation resources; and

WHEREAS, Dawson County became a party to the agreement in 2003; and

WHEREAS, due to the success of such cooperative efforts, it is recommended that such agreement be renewed for an additional five years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a five-year renewal to the Interlocal Agreement for Cooperative Law Enforcement Services by and among the Counties of Adams, Buffalo, Hall and Dawson, and the Cities of Grand Island, Hastings and Kearney, under the umbrella of the South Central Area Law Enforcement Services (SCALES), to combat crime in the most effective manner possible, to provide for joint acquisition of equipment and materials, and to allow for cooperative sharing and utilization of investigation resources is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such renewal agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 12, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
September 8, 2006      ✕ City Attorney