



City of Grand Island

Tuesday, November 10, 2015

Council Session

Item G-17

#2015-311 - Approving Renewal of the South Central Area Law Enforcement Services (SCALES) Interlocal Agreement

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 10, 2015

Subject: Renewal of the South Central Area Law Enforcement Services, SCALES, Interlocal Agreement

Presenter(s): Steven Lamken, Police Chief

Background

The Grand Island Police Department has been a member of the South Central Area Law Enforcement Services, SCALES, Compact for over a decade. SCALES was formed to provide for local law enforcement agencies from the Tri County area to share law enforcement resources and jointly sponsor specialized training for member agencies. The Police Department has benefited from membership in SCALES. The interlocal agreement expires August 1, 2016 and we are requesting to continue to participate in SCALES. All member agencies pay \$1000 annually for SCALES membership.

Discussion

SCALES is an interlocal compact of Tri County area law enforcement agencies who have joined together to share law enforcement resources when needed and to jointly provide specialized training for members of compact agencies. The Grand Island Police Department has called upon SCALES to provide support in the past for in-custody death investigations and events such as the President's visit to Grand Island. In turn, our department has provided support to other agencies in the compact for investigations and special operations.

SCALES agency investigators meet periodically to share information and intelligence on criminal activity in the area. These meetings create stronger working relationships among agencies in addition to sharing information and intelligence.

SCALES also pools the membership fees and brings quality specialized training classes into the SCALES area each year. This maximizes the effectiveness of our funds. A recent example is that the Department had several officers attend a two day interview and interrogation class that SCALES brought to Kearney. The cost of sending one officer out of state to a similar class would have cost as much as our annual SCALES membership fee. The specialized training made available is a valuable bonus to membership.

SCALES is a proven cooperative agreement among thirteen regional Police and Sheriff's agencies that benefits all members. The Police Department is requesting the Council approve the renewal of the interlocal agreement so that the Mayor can sign it when it is routed to our department.

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, SCALES, Interlocal Agreement.

Sample Motion

Move to approve the renewal of the South Central Area Law Enforcement Services, SCALES, Interlocal Agreement.

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

THIS AGREEMENT is made and entered into this ___ day of _____ 2016, by and between the Counties of Adams, Buffalo, Dawson, Phelps, Merrick, and Hall and the Cities of Grand Island, Hastings, Kearney, Holdrege, Lexington, Aurora, and Cozad, 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, 2016. 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.

RESOLUTION 2015-311

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

WHEREAS, Membership in SCALES provides for the sharing of resources, the exchange of information and specialized training opportunities for officers; and

WHEREAS, the SCALES Interlocal Agreement needs to be renewed by August 1, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Move to approve the renewal of the South Central Area Law Enforcement Services, SCALES, Interlocal Agreement and have the Mayor sign the Interlocal Agreement at a later date when circulated to the City.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 6, 2015	☐ City Attorney