



Lincoln Lancaster County Consolidation Task Force

**MEETING NOTICE AND AGENDA
CITY OF LINCOLN - LANCASTER COUNTY CONSOLIDATION TASK FORCE
FRIDAY, AUGUST 16, 2013
8:30 - 10:30 A.M.
COUNTY-CITY BUILDING - 555 S. 10TH STREET
ROOM 303**

AGENDA

- 1) Approval of Minutes for July 26, 2013
- 2) Presentation of Consolidation/Cooperation Models for the Lincoln Police Department and Lancaster County Sheriff - Public Safety Director Tom Casady; Sheriff Terry Wagner
 - a. Existing Cooperation Agreements
 - b. Organizational Chart for Consolidated Police/Sheriff Department (Lancaster County Metropolitan Police)
 - c. Riley County, Kansas Consolidated Law Enforcement Agency
- 3) Public Safety Umbrella Organization
- 4) County Attorney Legal Opinions
 - a. City of Lincoln is a Political Subdivision for Purposes of Civil Service Statutes
 - b. Authority of County Attorney to Prosecute City DUI Offenses without a jury
- 4) Future Meetings
 - a. August 23, 2013 (Preliminary Recommendations on Police/Sheriff Consolidation, Additional Cooperation, Public Safety Umbrella Organization)
 - b. September 13, 2013 (Consolidation/Cooperation Opportunities for City Clerk and County Clerk)

Public Safety Decision Matrix

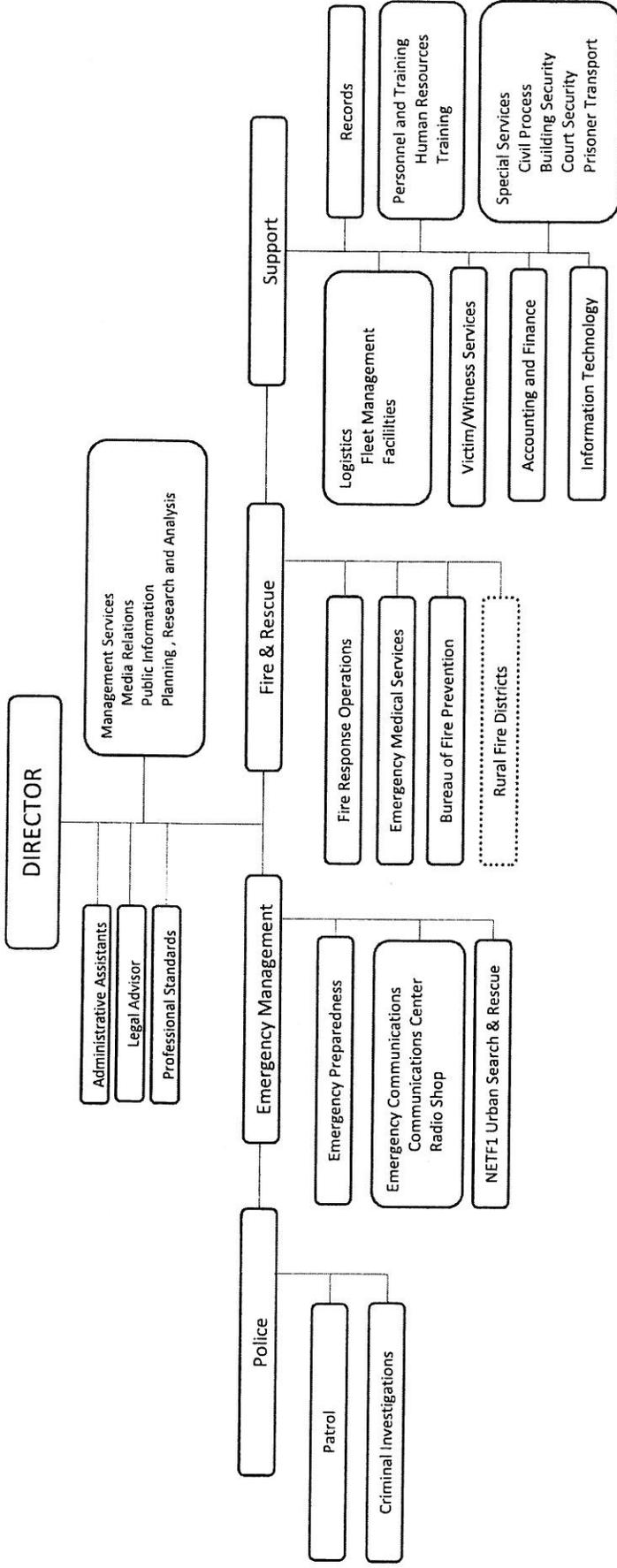
Considerations for Public Safety or Law Enforcement Merger

1. **Responsiveness:** would the organizational arrangement be responsive to the public and to local elected officials?
2. **Political practicality:** would the organizational arrangement be easily adopted?
3. **Efficient operations:** would the organizational arrangement improve operational efficiency?
4. **Cost savings:** to what extent would the organizational arrangement reduce operations costs
5. **Funding sources:** would the organizational arrangement provide alternative funding sources or options?
6. **Adaptability:** would the organizational arrangement be adaptable to changing conditions in the future, such as growth?

Criterion	Status quo	Merged Law Enforcement	Merged Public Safety	Notes
Responsiveness	+	0	-	Merged law enforcement under an elected sheriff (Las Vegas Model) would reduce control by the Lincoln Mayor. A public safety agency (Indianapolis model) would reduce control by voters and elected officials.
Political Practicality	+	-	-	Merger would require statutory and ordinance changes, some of which could be controversial. Several unions are impacted. Elected officials ability to control resources would be affected.
Efficient Operations	0	+	+	Some efficiency in support services could result, but many of the major functional areas have already been merged, such as facilities, communications, information technology, and evidence processing.
Cost Savings	0	?	?	4-5 FTE savings, but unknown impact of retirement changes and comparability for labor negotiations.
Funding Sources	0	+	+	Merger would provide opportunities for new funding arrangements, such as a JPA with a dedicated levy.
Adaptability	0	0	0	No clear advantage.

Public Safety Umbrella Model

LANCASTER COUNTY DEPARTMENT OF PUBLIC SAFETY



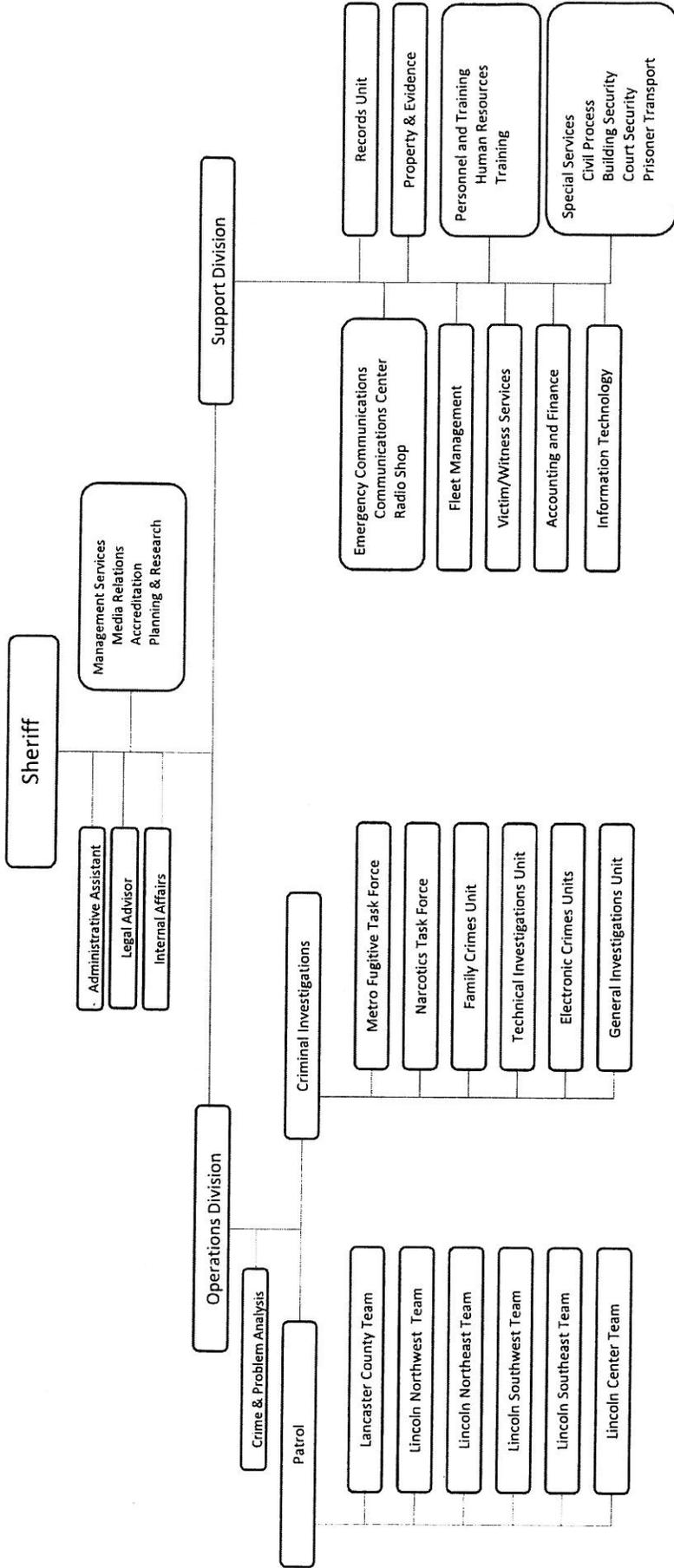
Public

Safety

County-Metro

Model

LANCASTER COUNTY METROPOLITAN POLICE



Public

Safety

Mutual

Aide

Information

Effective 11-13-07

Yriob

MUTUAL AID AGREEMENT/JOINT-USE FACILITY
LINCOLN POLICE DEPARTMENT/LANCASTER COUNTY SHERIFF'S OFFICE

It is the intent of the Lincoln Police Department and Lancaster County Sheriff's Office to provide each other with emergency aid in the form of manpower and equipment on a situational basis. The Lincoln Police Department and Lancaster County Sheriff's Office have concurrent law enforcement jurisdiction within the City of Lincoln and Lancaster County. It is also the intent of this agreement to clearly delineate primary law enforcement responsibilities for each agency within the City.

I. EMERGENCY AID

A. Complimentary (backup) resources

1. Upon receiving a request for emergency assistance, both agencies agree to provide officers and other resources as available in order to bring the emergency situation to resolution. Emergency aid may be requested by radio, or by contacting the dispatch facilities of either agency.
2. The amount of emergency aid available from either agency will only be limited by manpower and equipment needs of the provider agency. Any other existing resources will be made available.
3. When needed, emergency aid will be requested by the highest ranking field supervisor of either agency. Agency members responding to an emergency aid request will report to the supervisor making the request.
4. Radio contact will be maintained between agencies during emergency situations by way of normally shared radio frequencies.
5. As a general rule, both agencies agree to deal with their own costs for emergency aid responses, including the cost of all health and liability insurance.
6. Either agency may request the use of the other agency's Tactical Team or Tactical personnel, in which case each agency's policies concerning the activation and use of their Tactical Units will be followed. In the event that this occurs, the agency having primary jurisdiction for the problem situation will remain in command of the incident and will include the Tactical Team Commander from the lending agency in decisions that are made.
7. By virtue of their commissions, Lancaster County Sheriff's deputies have law enforcement authority within the City of Lincoln and may exercise that without any other provisions regarding the same.

Jim Peschong

From: Joseph Wright/Lincoln Police Dept. [lpd713@CJIS.LINCOLN.NE.GOV]
nt: Thursday, June 14, 2012 8:35 AM
To: lpd744@CJIS.LINCOLN.NE.GOV; lpd332@CJIS.LINCOLN.NE.GOV; lpd742@CJIS.LINCOLN.NE.GOV
Subject: Shoemaker's marsh

The Communications Center wants direction from us re: which agency should take CFS at Shoemaker's Marsh which is located north of the City on N. 27th Street. I contacted Parks, they indicate that this is City-owned land (as is just about everything north of Arbor Road for several miles).

The calls at this location are mostly related to fireworks and turning cookies in the parking lot which are called in by the owner of adjacent property.

The manager of this property works for the City out of the NRD office: Tom Malmstrom. 402.441.2729.

It looks to me that I should advise Dispatch that we should take the calls, I will wait for your direction before I give them an answer. Thanks, Joe 713

LSO will

handle

Jim Peschong
6-14-12

Discussed with
Bill Larrett he
said they would
handle

8. By virtue of Neb.Rev.Stat. Section 15-326 (amended by LB390, March 31, 1993) and this agreement, the Lincoln Police Department will be able to assist the Lancaster County Sheriff's Office within Lancaster County.

II. CONCURRENT JURISDICTION

A. County facilities

1. County-City Building--The Lincoln Police Department shall be responsible for all police functions and exercise primary law enforcement responsibility for the County-City Building. On view incidents observed or reported to LSO will be handled by the Lancaster County Sheriff's Office, with follow-up investigations being the responsibility of the Lincoln Police Department. Any law enforcement emergency situation occurring at the County-City Building shall be directed by a command post jointly staffed by the Lancaster County Sheriff's Office and the Lincoln Police Department.
2. Immediate response to all alarms at the County-City Building will be the responsibility of the Lancaster County Sheriff's Office. The Lincoln Police Department will provide necessary backup when requested and will serve as a first responder when a Sheriff's Deputy is unavailable for emergency calls.
3. Justice and Law Enforcement Center--Calls for service shall be the responsibility of the Lancaster County Sheriff's Office. The Lincoln Police Department will provide necessary backup when requested and will serve as a first responder when a Sheriff's Deputy is unavailable for emergency calls. On view incidents observed or reported to LPD will be handled by the Lincoln Police Department. Follow-up investigations occurring at the Center will be the responsibility of the Lincoln Police Department.
4. Lancaster County Correctional Facilities--Calls for service and investigations at any County-City Correctional Facility shall be the responsibility of the Lincoln Police Department. The Lancaster County Sheriff's Office will provide necessary backup when requested and will serve as first responder in emergencies as necessary.
5. Juvenile Detention Center/Youth Assessment Center--Calls for service and investigations at the Juvenile Detention Center/Youth Assessment Center shall be the responsibility of the Lincoln Police Department.
6. State Fairgrounds--The Lincoln Police Department will have primary law enforcement responsibility for the State Fairgrounds.
7. All Other County Properties Within the City Limits of Lincoln--The Lincoln Police Department shall be responsible for all police functions and exercise primary law enforcement responsibility for all other Lancaster County

properties located within the city limits of Lincoln that have not been previously mentioned in this section.

B. Transports

1. Lincoln Regional Center and Community Mental Health's Crisis Center--Prior to a mental health warrant being filed, the committing agency will be responsible for any transport. After the mental health warrant has been filed, the Lancaster County Sheriff's Office will be responsible for transports.

III. SPECIAL SITUATIONS

A. Joint Homicide Investigations

1. The Sheriff or Chief of Police or their designated representative shall have the authority and responsibility for all activities, assignments and duties regarding investigation of homicides which occur within their respective jurisdictions. Designated representatives may make all decisions enumerated herein.

2. When a homicide occurs in their respective jurisdictions, the Chief of Police or Sheriff shall notify the other agency head where and to whom the other agency's investigators should report for assignment and may also request a certain number of investigators from the other agency, thereby creating a joint homicide investigation unit.

3. It will be up to the agency head receiving the request to determine which investigators and the number of investigators to be assigned to the joint homicide investigation unit after receiving a request.

4. Investigators assigned to the unit for a particular homicide will be under the direction of the commanding officer from the agency having jurisdiction at the location where the crime was committed. However, such investigators shall abide by the rules and regulations of their own department and shall be paid according to the labor contract in force for their own department. In case of any conflicts, the investigator shall immediately advise the immediate supervisor of his or her own agency so appropriate arrangements can be made by the agreement of the Chief of Police and the Sheriff.

5. The requesting agency agrees to ensure that investigators from the other agency assigned to the unit for the duration of the investigation will be given duties to afford them the most experience and the full spectrum of the investigatory tasks associated with a homicide investigation.

6. Investigators so assigned by the department head shall remain part of the joint homicide investigation unit until the homicide investigation is completed or until reassignment by their own agency head.

7. The Lancaster County Sheriff's Office or the Lincoln Police Department may withdraw from this understanding pertaining to joint homicide investigations by giving written notice to the other participant at any time.

B. Narcotics and Drug Law Enforcement

1. The Lincoln Police Department and the Lancaster County Sheriff's Office will continue to support the joint Narcotics Investigation Unit for the investigation of offenses which violate Sections 28-401 through 28-439, Revised Reissued Statutes of Nebraska, 1943, which sections regulate drugs and narcotics, and Federal laws as they relate to narcotics enforcement.

2. The Lincoln-Lancaster County Narcotics Investigation Unit will investigate drug and narcotics law violations within Lancaster County Nebraska and the City of Lincoln, Nebraska, based upon the seriousness of the offense, as determined by the Officer in Charge of the Narcotics Investigations Unit.

3. LPD will provide at least one captain (officer in charge), three sergeants and five officers to the Unit. LSO will provide two deputies full-time to the Unit. Additional personnel may be assigned to the Unit by either LPD or LSO.

4. The officer in charge of the Lincoln-Lancaster County Narcotics Investigation Unit will exercise administrative command over the deputies from LSO. The Lincoln Police Captain will be the officer in charge.

5. The LSO deputies assigned to the Narcotics Investigation Unit will be assigned to work forty (40) hours per week and submit time sheets to their agency in a timely fashion. The officer in charge of the Narcotics Investigation Unit will verify the time sheets of the LPD and LSO officers prior to their submission to the proper agency.

6. The LSO deputies assigned to the Lincoln-Lancaster County Narcotics Investigation unit will be expected to abide by the general orders of the LPD while assigned to the Unit unless they conflict with the general orders of their own department. In the event of conflict with these policies and procedures, no investigatory activity shall be performed by the Narcotics Investigation Unit involving LSO personnel until the conflict is resolved. When resolution cannot be reached at the unit level, the Chief of Police and Lancaster County Sheriff shall be the final level of arbitration and resolution. Failure to resolve such conflict will be cause to terminate this agreement.

7. The command officer of the Narcotics Unit will provide information regarding the activities of the unit to a designated person at LSO.

8. LPD will continue to provide the vehicles currently in use by the Narcotics Investigation Unit. LSO will supply other vehicles when needed by the unit, with

access to other LSO equipment when available. Members of the Lincoln-Lancaster County Narcotics Investigation Unit and officers of other agencies assigned thereto will be authorized to drive any vehicle provided for use of the unit.

9. The Lancaster County Sheriff's Office or the Lincoln Police Department may withdraw from this understanding pertaining to joint narcotics and drug law enforcement investigations by giving written notice to the other participant at any time.

C. Mass Arrest

1. Lancaster County Sheriff's personnel may be called into the city on an emergency basis to assist Lincoln Police in situations involving mass processing of arrestees, transporting prisoners, and operation of temporary detention areas. Likewise, Lincoln Police may be called from the city to assist LSO in such a situation. Both agencies have current policies which address processing mass arrests, (LSO-S.O.P. 1655, LPD-G.O. 1520) and the agencies will adhere to their policies should such a set of circumstances arise.

IV. JOINT-USE FACILITY

A. Objective

Co-location of the Lancaster County Sheriff's Office and the Lincoln Police Department, with the combining of certain support services functions, will create a unique work place that will require clearly defined responsibilities and duties. The better those responsibilities and duties are defined reduces the opportunity for conflict and misunderstanding to occur. While creating those definitions, we must always balance the administrations' need for flexibility to manage their day to day operations and tasks. Change occurs rapidly in law enforcement. We must recognize change will create the need for redefining responsibilities and duties at the Justice and Law Enforcement Center. It becomes evident a document is needed to define responsibilities, but, at the same time, must be flexible and allow discretion.

A contract between LSO and LPD to enter into the Co-located Center is not the proper document for defining all of the responsibilities and duties of the agencies. By its very nature, a contract is not meant to be flexible or allow change. The responsibilities and duties not covered in a contract are to be addressed in this separate, more flexible document titled the Memorandum of Understanding. It is with the concerns and constraints addressed above that this Memorandum is drafted.

B. Definitions

BOARD = Lancaster County Board of Commissioners

CENTER	=	The Justice & Law Enforcement Center
CHIEF	=	City of Lincoln Police Chief
CITY COUNCIL	=	Lincoln City Council
COMMITTEE	=	Joint-Use Committee
AGENCY HEAD	=	Police Chief/Sheriff
EMPLOYEES	=	Employees of LSO/LPD
AGENCY	=	Either LPD or LSO
PROPERTY UNIT	=	LPD Property Unit

C. Committee Organization

1. Authority: The Joint-Use Committee is created by the ratification of this Memorandum of Understanding by LSO and LPD.
2. Number of Members: A Joint-Use Committee will be formed to govern the use of the common or shared facilities at the Center. The Committee shall be comprised of two members from each department. LSO shall be represented by the Chief Deputy of that department and one other member selected by the Sheriff; LPD shall be represented by the Assistant Chief of the Support Division and one other member selected by the Chief of Police. The selected members shall serve at the pleasure of the Sheriff and the Chief accordingly.
3. Committee Chairperson: The Committee shall elect a Chairperson at the first meeting. The Chairperson shall be elected for a one (1) year term. The Chairperson may be re-elected to a second term.
4. Committee Quorum and Voting: Three (3) members shall constitute a quorum for the transaction of business. Each member shall have the authority to cast one vote. A majority vote is required to approve any motion. The Sheriff shall provide a person to serve as Secretary to record Committee meetings and prepare minutes.
5. Removal of Members: Members may be removed by Agency Head.

D. Meetings

1. Regular Meetings: The Committee shall hold regular meetings on a quarterly basis. Quarterly meetings shall be in the months of November, February, May and August. Dates and times of the regular meetings shall be set

by the Chairperson. In the absence of a quorum, the Chairperson may adjourn the meeting to another hour or date and hour.

2. Special Meetings: Special meetings may be called by the Chairperson or by two (2) members of the Committee. The notice of such a meeting shall specify the purpose of such a meeting. The Chairperson shall notify all members of the Committee not less than two days in advance of such a special meeting.

3. Open Meetings: All meetings at which official action is taken shall be open to the general public.

4. Roll Call: A record of the roll call shall be kept as part of the minutes.

5. Concerning Laws for Meetings: All meetings shall be governed by this Memorandum of Understanding.

6. Procedure Rules for Meeting: The Chairperson shall preserve order during meetings of the Committee and shall decide all questions of order, subject to appeal of the entire Committee. In all cases in which provisions are not otherwise stipulated in this Memorandum, Roberts' Rules of Order is the authority by which the Committee shall decide all procedural disputes that may arise.

E. Notice of Meetings

1. Committee Public Notice: Each agency shall post notice of each meeting of the Committee at least two (2) days prior to the date of scheduled meeting.

2. Delivery of Notice to Committee Members: Simultaneously, with publication, the Chairperson shall cause a copy of the notice to be delivered to each member of the Committee in person, by United States Mail, inter-departmental mail, or e-mail.

3. Special or Regular Meeting Notice: The notice shall state whether the meeting is a regular or special meeting and include the agenda along with the date, hour, and place of the meeting.

F. Ratification of the Memorandum

1. Ratification: The Memorandum shall be presented to the Chief and Sheriff for their approval of this document after ratification by the Committee.

2. Duration: The term of this Memorandum of Understanding shall be perpetual, unless the Center is terminated.

3. Changes in the Memorandum: Changes may be made in the Memorandum by a majority vote of members of the Committee with the approval of the Sheriff and Chief.

4. Emergency Changes: The Sheriff and/or Chief may implement an emergency change(s) from this document if it is necessary for efficient operation of the Center. Any emergency change requires that both the Sheriff and Chief agree to the change and notify the Chairperson of the change. Any such emergency change shall be placed on the Committee's next regular meeting agenda to be acted upon by the Committee.

G. Law Enforcement Property and Evidence

1. The Sheriff and Police Departments shall adopt and use a common property and evidence reporting and processing system.
2. All property and evidence brought to and maintained at the Center shall be processed and reported by use of the common reporting and processing system.
3. All evidence and property seized and processed by an agency shall remain the property of that agency.
4. Individual employees from each agency shall be responsible for the processing, packaging, and placing in temporary storage of all evidence and property.
5. LPD shall be responsible for the transfer of property and evidence from temporary storage to long-term storage.
6. The LPD Property Unit shall be responsible for the removal of all evidence and property from long term storage.
7. Individual officers and deputies shall be responsible for completion of evidence examination and analysis forms for government or private laboratories. Forms must be completed and forwarded to the Property Unit. The Property Unit employees shall be responsible for packaging the evidence to be examined or analyzed. The evidence shall be mailed by certified mail or hand delivered to the proper laboratory. Mailing costs of evidence will be the responsibility of that agency. Special arrangements for hand delivery of evidence shall be the responsibility of the initiating agency.
8. Each agency shall be responsible for the authorization to dispose of evidence and property in their possession.
 - a. Each agency shall provide written authorization to dispose of property and evidence.
 - b. The sale or auction of property and evidence items is the responsibility of the LPD Property Unit. The revenues from such sales and auctions shall belong to the individual agency.

9. The Sheriff and Police Departments shall identify employees authorized access to the long term storage areas of the Property Unit. Only authorized employees shall be allowed in long term storage areas.

10. LPD shall provide, at a minimum, an annual audit of the property and evidence held at the Center; a copy of the annual audit shall be given to LSO.

11. LSO shall be allowed to conduct an audit of the property and evidence in their possession at anytime with at least three (3) days prior notice to LPD. The cost of such an audit shall be the Sheriff's responsibility.

12. The Sheriff, or his designated representative, shall have the authority to examine any property or evidence in the Sheriff Department's possession. The Sheriff, or his representative, shall complete the proper documentation to establish a chain of custody when conducting such an examination.

H. Facility Use

1. General Terms:

a. The Agencies shall designate a person as Facility Manager for their area. The Facility Manager shall:

(1) assure the rules governing the use of the facility are followed.

(2) arrange for repairs and maintenance at the Center.

(3) oversee housekeeping services at the Center.

(4) work with Police/Sheriff Foundations on vending requirements. Net vending profit from Center shall be shared on a pro-rata basis (Agency size comparison).

(5) make the Chief and Sheriff aware of needs and concerns regarding use of the Center.

b. Employees of each agency shall be conscientious and courteous in addressing and working with other employees at the Center.

c. Employees must properly store equipment and clean up common use areas and individual work spaces. The overall cleanliness and efficiency of the Center will rely on everyone's cooperation.

d. Violation of Center's use rules or discourteous employee behavior will be referred to the appropriate agency administrator.

2. Space Use and Definitions:

a. Public Use Areas - Those areas of the Center that members of the public would have access to without employee supervision.

(1) The main lobby and adjacent facilities.

(2) The Classrooms and Commons Area when properly scheduled.

b. Common Use Areas - Those areas of the Center that are accessible to employees and are not personal or controlled in nature.

(1) Hallways, stairways, elevators, restrooms.

(2) Briefing room, reception areas, interview rooms, unassigned areas of the workroom, sally port.

(3) Physical Fitness Room, Commons Area, Tactical Storage Room, Media Room, Service Desk, quiet room and display areas.

(4) Joint Conference Room and classrooms when properly scheduled.

(5) Locker rooms for the assigned gender.

c. Individual Work Areas - Offices or work stations assigned to an individual or group of persons as work space. Employees shall always attempt to seek permission prior to entering individual work areas. Employees shall respect the privacy of individual work areas and avoid bothering equipment, papers and personal articles.

d. Restricted Access Areas - Those areas that employees enter only on a need to basis. Permission must always be obtained prior to entering a restricted access area.

(1) Photo Lab, Video Editing Room, Wire Room.

(2) Records Room, Service Desk, Evidence and Property Rooms, Equipment Rooms and Tactical Storage Room.

e. Interview Rooms - Interview rooms shall not be used for detention. Subjects shall be left in interview rooms only for a short term and only while the officer in charge of the subject is in the immediate area.

3. Use of Specific Spaces:

- a. The Physical Fitness Room shall be restricted to use by members of the Sheriff's and Police Departments. Guests or other family members are not allowed.
- b. Dress code for the Physical Fitness Room shall be minimally; shoes, shorts and a shirt. Appropriate attire is expected.
- c. Use of the Classrooms must be scheduled through the VAX according to the scheduling rules for the rooms.
 - (1) Classrooms must be scheduled through the designated Training personnel in each agency.
 - (2) Classrooms will be scheduled as follows:
 - (a) Public use is allowed on Mondays, Tuesdays and Fridays.
 - (b) Scheduling may occur up to three months in advance for public use.
 - (c) Classroom "C" (Room 1405)--will not be scheduled for public use.
 - (3) Criteria for use of the classrooms by outside agencies/organizations will be as follows:
 - (a) Can be used by any governmental agency (Federal, State or Local).
 - (b) Non profit organizations which have an educational purpose.
 - (c) The scheduling agency will be the determining authority on "educational purpose" and each request will be reviewed on a case by case basis.
- d. Use of the Agency Conference Rooms should be governed by the appropriate agency. The Joint Conference Room will be scheduled through the agency head's secretary. No outside agency can schedule this room. The Joint Conference Room shall not be used as a lunch or break room.
- e. Polygraph Room

(1) The Polygraph Room located on the ground floor of the Justice and Law Enforcement Building will be jointly used by both the Police Department and the Lancaster County Sheriff's Office to conduct polygraph examinations.

(2) The Lincoln Police Department will be responsible for the rent and maintenance of this room to the Building Commission. The Lancaster County Sheriff's Office will supply a computer, computerized polygraph, printer and camera for the use of both agencies' licensed polygraph examiners.

(3) The use of this room and its equipment will be limited exclusively to licensed examiners of both agencies.

f. Forensic Computer Lab

(1) The Forensic Computer Lab located on the ground floor of the Justice and Law Enforcement Building will be used jointly by both the Lincoln Police Department and the Lancaster County Sheriff's Office to conduct forensic computer examinations.

(2) The Lancaster County Sheriff will be responsible to the Building Commission for rent and maintenance, while the Lincoln Police Department will be responsible for supplying the furnishings for this room.

(3) Each agency will be responsible for its own equipment, and its upkeep.

(4) Access to this room will be closely controlled and only authorized personnel from both agencies will be allowed use of the room.

(5) This Agreement may be terminated by either party to the Agreement with a ninety (90) day notification in writing of such intention to terminate said agreement. In the event of termination of this Agreement by either party, all equipment, materials and supplies provided by the County shall be retained by the County and all equipment, materials and supplies provided by the City shall be retained by the City.

4. The Use of Beverages, Food and Tobacco:

a. Beverages

(1) The consumption of alcoholic beverages at the Center is prohibited.

(2) Beverages may be consumed in individual work areas, Conference Rooms and Commons Area.

(3) The Agency's Training Coordinators may grant permission for the consumption of beverages in their respective classrooms. Beverages in covered unbreakable containers will be allowed in the Physical Fitness Room. All other beverages are prohibited.

b. Food

(1) Snack items may be consumed in individual work areas, however meals are to be eaten in the Commons Area and break rooms. A Command Officer or Shift Commander may authorize food in the Briefing Room.

(2) Food may be eaten in the Classrooms and Joint Conference Room for special events with the approval of the Agency Head or his designee.

(3) Food shall not be eaten in other areas of the facility.

c. Tobacco

(1) The use of tobacco/chewing tobacco products is prohibited within the facility.

d. Beverages may be used in interview rooms during interviews and interrogations only when needed to aid in the interview/interrogation. This practice should be kept to a minimum.

e. It shall be the responsibility of each employee to clean up after consuming beverages, food and tobacco. Excessive litter, especially in approved use areas can result in the restriction of privileges.

5. Parking

a. Sally port shall be used for:

(1) short term parking (not more than 10 minutes).

(2) temporary housing of law enforcement K-9's.

(3) the loading and unloading of large amounts of evidence and property.

(4) the transportation of persons in custody or confidential informants to and from the Center.

(5) police bicycles (short-term only).

b. Law enforcement parking stalls shall be for law enforcement vehicles only.

(1) The south lot beneath the jail is for parking of marked law enforcement vehicles and corrections vehicles only.

(2) The west line is for short-term parking of law enforcement vehicles only.

(a) Five stalls in front of LSO will be designated stalls for LSO only to be used how they see fit.

(b) Five stalls will be designated for prisoner transport. Three will be specifically assigned to LSO-Juvenile Detention Center and other prisoner transport agencies. Two stalls will be available for LSO/LPD on-duty units to drop off arrestees.

Two of these stalls will be the last two parallel parking stalls along the west curb on the west side of the building.

(c) LPD will have the remaining fourteen stalls along the west side of the building to designate how they see fit.

(3) Parking on H Street is for law enforcement vehicles (marked and unmarked) only.

(4) All violators will be towed at owner's expense.

(5) LPD will regularly patrol and enforce parking violations, however enforcement is not limited to LPD.

(6) All unmarked vehicles will be required to have a parking tag hanging from the rearview mirror so as to assist in the designation that the vehicle is a law enforcement vehicle.

6. Control of Information:

a. The Sheriff's and Police Departments shall respect the confidentiality of all law enforcement investigations and operations.

b. Employees of each agency shall refrain from making any statements to the public or the media regarding the other agency's investigations and operations.

c. Employees of each agency shall refrain from making any statements either public or to the media regarding ongoing or past inter-agency investigations or operations unless authorized to do so.

d. Employees shall refer members of the media to contact an authorized employee of the appropriate agency to request information on an investigation or operation other than that which is provided as public record at the Center.

e. The Sheriff and Chief, or their representatives, shall designate a spokesperson to provide information on any inter-agency investigation or operation. No other person shall provide media releases or statements unless authorized to do so.

f. All employees of the Center shall be responsible to maintain possession of and properly dispose of any copies of papers related to case investigations and operations.

I. Walls and Glass Use

1. No holes drilled or shelves attached without Agency Head or designee permission.

2. No permanent alterations may be made to the existing walls without permission of Agency Head or designee.

3. All wall hangings should be framed, excluding plaques. The appropriate Agency Head or designee will be the final authority regarding such approval. Charts, maps and flow charts need not be framed.

4. Wall painting must be consistent with the decor of the facility and approved by the Agency Head or designee.

5. Glass is not to be used as bulletin board.

6. Glass may only be covered with approved glass coverings approved by the Agency Head or designee.

J. Physical Fitness Room/Physical Fitness Room Sub-Committee

1. Sub-Committee: The Committee shall appoint an Advisory Sub-Committee comprised of two (2) members from each agency interested in the Physical Fitness Room. The Sub-Committee shall develop guidelines for use of

the Physical Fitness Room. The Sub-Committee shall serve in an advisory capacity only and shall make recommendations to the Committee for its approval.

2. General Rules For Usage of Physical Fitness and Locker Room

a. Users of the Physical Fitness Room shall use the facility in a conscientious fashion so as to avoid distraction or interference with other users.

b. TV volume shall be kept at a reasonable level to avoid unnecessary distractions.

c. Stereo users may be required to use ear sets if the use of stereos causes interference with other users.

d. No food will be allowed in the Physical Fitness Room; beverages will be allowed when contained in unbreakable spill-proof containers.

e. Swearing and/or loud or boisterous behavior is prohibited.

f. All equipment must be returned to its proper place after use; equipment should be wiped down if necessary.

g. Equipment use (including stereo and/or TV use) shall be on a first come, first serve basis.

h. Use of cardio vascular equipment is limited to 30 minutes.

i. Equipment problems should be reported to the facility's managers for repair.

j. Any unattended personal effects should be turned into LPD Property's Lost and Found immediately.

3. Locker Room

a. All personal effects and belongings will be kept out of sight and secured in a locker when unattended.

b. Any unattended personal effects will be removed and disposed of.

c. Pictures, posters, stickers, etc. will be prohibited. No items shall be attached to the lockers. Nothing shall be placed on top of the lockers.

d. Violations of any of the rules could result in suspended privileges in the Physical Fitness Room.

K. Other Combined Space Usage and Agreements

1. Records

a. LPD Records Counter will accept all Handgun Certificate applications and will take the fees for such. LPD will be responsible for making a copy of the applicant's driver's license at the time of application so it can be submitted with the paperwork when it is processed. The receipt information will be entered into the CJIS computer and LSO will be credited on a regular basis for the fees. LSO will process all Handgun Certificates for both agencies. LPD will assist with any investigations when necessary.

b. LPD/LSO will make every effort to assist the public in resolving customer service issues for the public convenience.

c. Each agency will process their own Criminal History requests with the associated audit form and fees.

d. LPD has agreed to handle all Accident Reports (including LSO's reports). LSO Accident Reports will be scanned after LSO supervisory review has been made. LSO Accident Reports are not to be posted on the website. LPD will keep the associated fee for selling the LSO accident report.

e. LPD will sell LSO's online Incident Reports and keep the associated fee.

2. Service Desk

a. LSO will occupy the far South window area for walk-in traffic at the Service Desk. LPD will staff the North, Center and ADA windows.

3. Forensic Lab

a. LPD Forensic Unit will handle all fingerprinting requests for both agencies during regular posted fingerprinting hours. LPD will keep the associated fees and will facilitate LSO photo training and set the schedules for public accommodations.

b. LPD will continue to receive, process and examine latent fingerprints and question document requests by LSO.

4. Sex Offenders

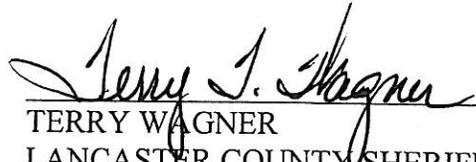
a. LSO will handle all of the registration of Sex Offenders. LSO can use LPD fingerprinting equipment and mugshot workstation in order to get

the photos into the digital mugshot system. If fingerprinting is needed during regular posted fingerprinting hours, LPD will do the printing.

This Agreement is executed by the Lincoln Police Department and Lancaster County Sheriff's Department this 13 day of November, 2007.



THOMAS K. CASADY, CHIEF OF POLICE
LINCOLN POLICE DEPARTMENT



TERRY WAGNER
LANCASTER COUNTY SHERIFF

MEMORANDUM OF UNDERSTANDING

The relocation of the Lincoln Police Department (LPD) and the Lancaster County Sheriffs Office (LSO) at the Justice and Law Enforcement Center (Center) will increase the day to day communications and require each agency to develop new levels of cooperation due to the sharing of certain common facilities. This Memorandum, while not so rigid as to lack the flexibility of a contract, is designed to outline the joint use of the common facilities. Those facilities are: the Classrooms, Interview rooms, Physical Fitness room, locker rooms, tactical storage room, and other common areas including the Commons, vending room, lobbies and corridors, the Media room, the Sally port, the service desk, the main conference room, the quiet room, and the display areas.

A Joint- Use Committee (Committee) will be formed to govern the use of the common or shared facilities at the Center. The Committee shall be comprised of two members from each department. LSO shall be represented by the Chief Deputy of that department and one other member selected by the Sheriff; LPD shall be represented by the Assistant Chief of the Support Division and one other member selected by the Chief of Police (Chief). The selected members shall serve at the pleasure of the Sheriff and the Chief accordingly.

The committee shall select a Chairperson at its first meeting; the Chairperson shall be elected for a term of one (1) year. The Chairperson may be elected to successive terms.

Three members shall constitute a quorum for the transaction of business. Each member shall have the authority to cast one vote. A majority vote shall be required to approve a motion. In the event of a tie vote or a deadlock on a matter, the matter will be referred to the Sheriff and the Chief for their decision. The Committee will decide how its meetings are to be recorded and minutes prepared.

The Committee shall develop all necessary rules for its existence and also the appropriate rules for the common use of the shared facilities. None of the facility rules shall conflict with existing building rules.

The Committee shall meet at regular intervals as determined by the Committee and as necessary to fulfill its purpose. Either the Chief Deputy or the Assistant Chief may, with appropriate notice, call special meetings.

The Committee shall ratify this Memorandum at its first meeting. The Memorandum shall be presented to the Sheriff and the Chief for their approval. The term of the Memorandum shall be perpetual unless one of the departments relocates and negates the need for the agreement. Changes in the Memorandum may be made by a majority of its members.

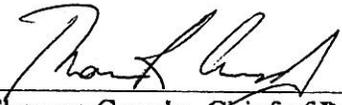
The Committee shall appoint an advisory sub-committee comprised of two (2) members of each department interested in Physical Fitness room to develop guidelines for the

joint-use of the Physical Fitness room. This sub-committee will serve in an advisory capacity only and shall make recommendations to the Committee for its approval.

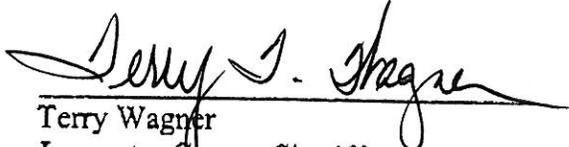
The committee shall develop guidelines for the use of the Classrooms recognizing that scheduling conflicts need to be resolved and the competing interests that need to be accommodated. The Committee will develop a system of scheduling regarding the use of the Classrooms that acknowledges the public's use of these facilities.

This MEMORANDUM OF UNDERSTANDING ratified on this the 19th day of ~~September~~, 1999 by a vote of the COMMITTEE.
October

APPROVED:



Thomas Casady, Chief of Police
Lincoln Police Department



Terry Wagner
Lancaster County Sheriff

From: Jeffrey J. Bliemeister
Sent: Monday, August 05, 2013 2:40 PM
To: Trish A. Owen; Tom K. Casady; James W Peschong; Kerry P. Eagan;
Terry T. Wagner
Subject: Efficiency additions/deletions/changes

Trish:

The Mutual Aid Agreement/Joint-Use Facility inter-local agreement could have the following:

Section K 1 a (page 17)- update to reflect the current process for Handgun Certificate Acceptance.

Addition of the Metro Fugitive Task Force (MFTF) to address the current operating practices.

Addition of the Clandestine Lab Team

Addition to specifically cover the Crime Scene Investigations personnel under section III A.

Addition of language to show the transport of all LPD warrants from the HOJ to jail by LSO and IF PSD Casady and Chief Peschong want to continue the practice of transport of LPD warrants from within Nebraska by LSO.

Addition of language to show the current working agreement for Intoxilyzer maintenance/court room testimony

*This agreement DOES cover the Forensic Lab and Sex Offenders already.

Jeff

Chief Deputy Jeff Bliemeister
Lancaster County Sheriff's Office
575 South 10th
Lincoln, NE 68508
(402) 441 6500
jbliemeister@lancaster.ne.gov

RILEY COUNTY LAW ENFORCEMENT AGENCY

I. ENABLING STATUTORY AUTHORITY

In 1970 the Kansas Legislature passed the Consolidated Law Enforcement Act, Kansas Statutes Annotated, §§ 19-4401 to 4486 (Act), providing for consolidated law enforcement agencies in certain counties. §§19-4424 to 4445 apply specifically to Riley County. A consolidated law enforcement agency for a county is created after the question of adoption of the Act has been submitted to and approved by the qualified voters of the county. The proposition may be placed on the ballot by the adoption of a resolution by the board of county commissioners. The proposition must be placed on the ballot by the county board when: a) requested by the governing body of a city with at least 25% of the population of the county (applies only in Riley county); or b) the county election officer receives a certifiable petition signed by at least 10% of the qualified electors who voted for the office of secretary of state in the last preceding election. The Riley County Consolidated Law Enforcement Agency (Agency) was established in 1974.

II. GOVERNING BOARD

After the provisions of the Act are adopted by the voters, seven members are appointed as the governing body for the consolidated agency in the following manner (for Riley County Only):

- a. one member shall be a member of the board of commissioners of the County, selected by the County Board;
- b. one member shall be a resident of the County, selected by the County Board;
- c. two members shall be residents of the City of Manhattan, selected by the governing body of the City;
- d. one member shall be the Riley County Attorney; and
- e. one member shall be appointed, on alternating terms, by either the governing body of the City of Manhattan or the Riley County Board, and such appointee shall be a member of the governing body of the appointing authority.

The appointed Agency governing board may be converted into an elected governing board if approved by the voters of the county. See K.S.A., §19-4427(b).

III. POWERS

The Agency is responsible for the enforcement of law and the providing of police protection throughout the entire County. Some of the key Agency powers include:

- a. appoint the law enforcement director for the County and establish the salary and other compensation for the position;
- b. appoint such law enforcement officers and other personnel deemed necessary to carry out the intent of the Act;
- c. establish a job classification and merit system for law enforcement officers and

- d. other personnel of the Agency;
- e. establish a schedule of salaries for officers and other personnel;
- f. hear appeals from officers suspended or dismissed by the director;
- g. perform various administrative duties such as the acquisition and disposal of equipment and supplies, keeping the official records of the Agency, preparing the Agency budget for approval by the County Board, etc.;
- h. enter into contracts with cities located in the County to enforce specified ordinances of the cities;
- i. adopt rules and regulations for the organization and operation of the Agency and police department: and
- i. Perform such other duties as may be provided by law.

IV. COUNTY LAW ENFORCEMENT DEPARTMENT

A county law enforcement department is established in a county which adopts the Act. The department is under the exclusive supervision of the director, and members of the agency governing body are prohibited by statute from interfering in the operation of the department. The director shall appoint an assistant director who serves at the pleasure of the director.

- a. Enforcement of City Ordinances - Responsibility for enforcement of city ordinances which are declared to be crimes by state statute is automatically transferred from city police to the department. Enforcement of other city ordinances can be transferred to the department by contract. Upon application, all qualified city police officers shall be appointed as county law enforcement officers in the department.
- b. Transfer of Sheriff Duties and Elimination of the Elected Office of Sheriff - All powers, duties and responsibilities previously exercised by the sheriff are transferred to the department. On the date fixed for the transfer the office of sheriff is abolished. At the time of the transfer all full-time sheriff deputies may become members of the department.

V. LEVY TO SUPPORT AGENCY AND DEPARTMENT

The adopted budget for the Riley County Law Enforcement Agency is funded 80% from a property tax levied by the City of Manhattan and 20% from a property tax levied by the County.

VI. ABOLISHMENT OF AGENCY AND DEPARTMENT

The statutory procedure for abolishing the consolidated law enforcement agency and department is the same as the procedure for adoption, except the word "abolish" is used in the petition or resolution and on the ballot.

CB/GT/KPE

JOE KELLY
LANCASTER COUNTY ATTORNEY
575 South 10th Street
Lincoln, NE 68508-2810
402.441.7321/FAX 402.441.7336

RECEIVED

AUG 08 2013

LANCASTER COUNTY
BOARD

August 6, 2013

Kerry P. Eagan
Chief Administrative Officer
Lancaster County Board of Commissioners
555 South 10th Street
Lincoln, NE 68508

RE: Consolidation Issues

Dear Kerry,

You have requested the opinion of our office regarding two issues that have arisen in connection with the various options being discussed by the Lincoln Lancaster County Consolidation Task Force.

Your first question is whether the City of Lincoln is a political subdivision for purposes of **Neb. Rev. Stat. 23-2518.01 - 23-2518.04**. Those sections are part of the County Civil Service Act. **Neb. Rev. Stat. 23-2518** provides, in pertinent part, that:

For purposes of the County Civil Service Act:

...

(9) Political subdivision means a . . . city of the primary class

Thus, because the City of Lincoln is a city of the primary class, it would be a political subdivision for purposes of **Neb. Rev. Stat. 23-2518.01 - 23-2518.04**.

Your second question is whether the function of prosecuting DUI cases could be consolidated in the County Attorneys Office, without an attendant increase in the number of jury trials, by having a deputy county attorney deputized as an assistant city attorney to prosecute cases arising under the city ordinance.

Inherent in your question is the understanding that a county attorney has no authority to prosecute city ordinance violations. See, **State v. Lynn, 192 Neb. 798, 224 N.W.2d 539 (1974)**, citing **Neb. Rev. Stat. 23-1201**. As you are no doubt aware, however, the city and county have, for years, cross-designated members of their respective legal staffs for the purpose of handling cases in which conflicts have arisen, or in which the legal basis for a prosecution has changed during the course of a case, or in which the conduct involved would constitute violations of both

state statutes and city ordinances. The statute pursuant to which that practice has been carried on is **Neb. Rev. Stat. 15-751**, which states:

(1) Any county and any city of the primary class, which is the county seat thereof, shall have the power to join each other . . . by contract or otherwise in the joint . . . operation, or performance of any . . . power or function, or in agreements containing the provisions that one . . . operate or perform for the other. . . .

(2) Any officer or employee, whether elected or appointed, of any county, may also simultaneously be and serve as an officer or employee of any such city of the primary class , referred to in subsection (1) of this section, which is the county seat of the county where such duties are not incompatible. . . .

It is our opinion that a court would likely find that the functions of prosecuting DUI cases under state statute and city ordinance are not incompatible, and thus may be consolidated pursuant to the provisions of **Neb. Rev. Stat. 15-751**.

We are hopeful that the foregoing analysis adequately addresses your inquiries. However, if you have any further questions, or if we can be of any further assistance, please contact our us.

Joe Kelly
Lancaster County Attorney

By: 
Michael E. Thew
Deputy County Attorney