



City of Biggs

Agenda Item Staff Report For the Regular City Council Meeting: July 08, 2014

TO: Honorable Mayor and Members of the City Council
FROM: City Administrator
SUBJECT: Extension of Law Enforcement Services Agreement

Council is asked to consider granting authority to the Mayor to sign an extension of Law Enforcement services agreement with the City of Gridley.

Background:

Biggs and Gridley staffs are proposing to extend the current terms of the Law Enforcement services agreement with the City of Gridley for a period of one year.

The attached current draft will be reviewed by the Gridley City Council on July 7, 2014.

Recommendation:

Authorize the Mayor to complete any remaining review and negotiations and to sign an extension of Law Enforcement services agreement with the City of Gridley.

Mark Sorensen, City Administrator

**EXTENSION TO AGREEMENT BETWEEN
THE CITY OF GRIDLEY & THE CITY OF BIGGS
FOR LAW ENFORCEMENT SERVICES**

THIS EXTENSION TO AGREEMENT (EXTENSION AGREEMENT) is entered into effective July 1, 2014, by and between **THE CITY OF BIGGS**, a General Law City in the County of Butte, State of California (hereinafter referred to as **BIGGS**) and **THE CITY OF GRIDLEY**, a General Law City in the County of Butte, State of California (hereinafter referred to as **GRIDLEY**).

RECITALS

- A. **BIGGS** and **GRIDLEY** previously entered into an Agreement, on or about July 1, 2007, whereby **BIGGS** has contracted with **GRIDLEY** for law enforcement services (**THE ORIGINAL AGREEMENT**). A true and correct copy of **THE ORIGINAL AGREEMENT** is attached hereto as Exhibit "A".
- B. **THE ORIGINAL AGREEMENT** established a formula whereby **BIGGS** pays **GRIDLEY** for law enforcement services based upon the ratio of **BIGGS'** population to the total population of **BIGGS** and **GRIDLEY**.
- C. On or about April 1, 2010, **BIGGS** and **GRIDLEY** entered into an Amendment to Agreement between The City of Gridley and the City of Biggs for Law Enforcement Services (**THE AMENDED AGREEMENT**). A true and correct copy of **THE AMENDED AGREEMENT** is attached hereto as Exhibit "B". Said amendment was for the purpose of reducing the amount **BIGGS** pays to **GRIDLEY** for law enforcement services.
- D. On or about June 16, 2011, **BIGGS** and **GRIDLEY** entered into an extension to the **AMENDED AGREEMENT**. The extension was for police services until June 30, 2014. A true and correct copy of Extension to **THE AMENDED AGREEMENT** is attached hereto as Exhibit "C".
- E. **BIGGS** now requests an extension of **THE ORIGINAL AGREEMENT** between the cities of **GRIDLEY** and **BIGGS** for Law Enforcement Services effective July 1, 2014. This agreement is made with the understanding that between October 1, 2014 and May 1, 2015, the two cities will re-evaluate and negotiate the current agreement to determine a new contract effective July 1, 2015 until said agreement expires.

IN CONSIDERATION of the mutual covenants contained herein and for good and valuable consideration, **THE PARTIES** agree as follows:

**SECTION 1
Incorporation of Recitals**

The foregoing recitals are not merely recitals, but are contractual in nature and are incorporated into this Agreement.

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SECTION 2

Modification of Section 3 of THE ORIGINAL AGREEMENT

Section 3, of **THE ORIGINAL AGREEMENT** is modified. Specifically, **BIGGS** shall receive patrol coverage on a random and rotating basis, generally but not necessarily three-to-four (3-4) times daily, as police department resources allow. Specifically from and after the effective date of this **EXTENSION AGREEMENT**, the services provided by **GRIDLEY** under this **EXTENSION AGREEMENT**, as well as **THE ORIGINAL AGREEMENT**, will consist of general law enforcement services and **GRIDLEY** will provide law enforcement duties for **BIGGS** as needed and/or as determined by the Chief of Police. These duties include, but are not limited to:

Patrol, investigation of crimes, completion of reports, court testimony, traffic control, accident investigation, prisoner transportation, processing of evidence and found property, responding to calls for service and dispatch services.

Excluded from such services, among other things, are code enforcement activities and the payments of booking and cite and release fees.

SECTION 3

**Modification of Section 4 of THE ORIGINAL AGREEMENT Regarding
Administration Reports and Statistics; Designated Contacts**

Section 4 of **THE ORIGINAL AGREEMENT** is modified pursuant to the provisions stated herein. The Chief of Police of Gridley shall provide to **BIGGS** a monthly report of activities generated as a result of this **EXTENSION AGREEMENT**. The reports and formats shall be similar to those utilized for **GRIDLEY**.

The Contract Manager for this **EXTENSION AGREEMENT** and **THE ORIGINAL AGREEMENT for GRIDLEY** shall be the **GRIDLEY** City Administrator. For **BIGGS**, it will be the Biggs City Administrator. The planning, organization, scheduling, direction and supervision of law enforcement personnel and other matters incident to the delivery of general law enforcement services to **BIGGS** shall be determined by the Chief of Police of Gridley. The Chief of Police of Gridley shall retain exclusive authority over the activities of his personnel working in **BIGGS** and will coordinate mutual aid issues with other enforcement agencies as appropriate.

SECTION 4

Payment for Services

Section 7, of **THE ORIGINAL AGREEMENT** (Payment for Services) is modified on a temporary basis for a period of an additional year ~~two years and three months~~ as described herein: Commencing July 1, 2011 2014, and ending June 30, 2014 2015 at 12:00 A.M. midnight (2400 hours); AT WHICH TIME THE CONTRACT TERMINATES.

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For the period from July 1, 2014 through June 30, 2015, ~~April 1, 2011, through June 30, 2011,~~ **BIGGS** shall pay to **GRIDLEY** an annual sum of FOUR HUNDRED SIXTY THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$460,224), in monthly installments of \$38,352. ~~**BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY THREE THOUSAND EIGHT HUNDRED EIGHTY SEVEN DOLLARS (\$33,887).~~ Commencing July 1, 2011 through June 30, 2012, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY FIVE THOUSAND EIGHT HUNDRED AND THREE DOLLARS (\$35,803). Commencing on July 1, 2012 through June 30, 2013, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY SIX THOUSAND, EIGHT HUNDRED SEVENTY EIGHT DOLLARS (\$36,878). Commencing on July 1, 2013 through June 30, 2014, **BIGGS** shall pay to **GRIDLEY** each month the sum of THIRTY EIGHT THOUSAND THREE HUNDRED FIFTY TWO DOLLARS (\$38,352). Payments shall be made monthly on the first of each month. Thus, **BIGGS** shall pay a total of ONE HUNDRED AND ONE THOUSAND SIX HUNDRED SIXTY ONE (\$101,661) for the ~~3 months~~ April 1, 2011 through June 30, 2011. Commencing July 1, 2011 through June 30, 2012, **BIGGS** shall pay to **GRIDLEY** a total of FOUR HUNDRED TWENTY NINE THOUSAND, SIX HUNDRED THIRTY SIX (\$429,636) DOLLARS; for the SECOND TWELVE month period (July 1, 2012 through June 30, 2013) a total of FOUR HUNDRED FORTY TWO THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$442,536); and for the THIRD TWELVE month period (July 1, 2013 through June 30, 2014), a total amount of FOUR HUNDRED SIXTY THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS (\$460,224).

SECTION 5

**Modification of Section 8 of THE ORIGINAL AGREEMENT
Regarding Payment for Additional Services**

BIGGS shall pay, in addition to the monthly payments above, for additional services as may be necessary or requested from time to time, and agrees to pay for such services on a time and materials basis. Examples of such additional services shall include parades, festivals or similar community events where extra security is requested, all in accordance with Section 8 of **THE ORIGINAL AGREEMENT**.

SECTION 6

**Modification of Section 9 of THE ORIGINAL AGREEMENT Regarding
Term of Agreement and Termination Thereof**

Section 9 of **THE ORIGINAL AGREEMENT** is modified. This **EXTENSION AGREEMENT** shall TERMINATE ON JUNE 30, 2014 2015 AT 12:00 A.M. MIDNIGHT (2400 HOURS) AT WHICH TIME, ALL **BIGGS** 911 CALLS WILL BE UNPLUGGED FROM **GRIDLEY** DISPATCH SYSTEM ABSENT SOME NEW AGREEMENT FOR SUCCEEDING YEARS TO BE NEGOTIATED DURING THE TERM OF THIS **EXTENSION AGREEMENT**.

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**SECTION 7
Gridley Rebranding Fee**

BIGGS agrees to pay a not-to-exceed THREE THOUSAND DOLLARS (\$3,000) ~~TEN THOUSAND DOLLARS (\$10,000)~~ to cover the costs of replacing vehicle emblems (to reflect "Gridley"), badges, and uniform patches (Rebranding). **GRIDLEY** agrees to remit any funds not specifically used for the rebranding effort. **GRIDLEY** will invoice **BIGGS** for the rebranding costs not to exceed \$3,000 ~~of \$10,000~~ by June 1, 2014 2015.

**SECTION 8
Fuel Cost Surcharge Adjustment**

Due to the volatility of fuel price increases, **GRIDLEY** reserves the right to renegotiate with **BIGGS** significant fuel price increases in excess of 20% of the current unleaded fuel prices in effect in northern California as of July 1, 2014. ~~invoice **BIGGS** for a proportion of the police department fuel increase based on:~~

GRIDLEY finance department will review the cost of fuel expended within the police department for FY ~~2010~~ ended 2014. This will be the base year. This will be compared to the fuel expended in the following fiscal year. The amount invoiced will be based on the ratio of **BIGGS'** population divided by **GRIDLEY'S** population. The source of the population numbers used by both Cities will be based on the Gann Limit information as reported annually by the Department of Finance. If there is an annual increase, then **BIGGS** will be invoiced for the additional amount after the City percent is applied to the increased amount. Should the annual amount decrease, then **BIGGS** will be entitled to a refund of the amount based on the same calculation described above.

**SECTION 9
Remaining Provisions of THE ORIGINAL AGREEMENT
Remain in Full Force and Effect**

Except as modified by this Agreement, **THE ORIGINAL AGREEMENT** and all provisions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, THE CITY OF GRIDLEY and **THE CITY OF BIGGS** by separate resolutions, duly adopted by their respective City Council, have caused this Agreement to be signed by their Mayors and attested by their City Clerks.

CITY OF BIGGS

**EXTENSION TO AGREEMENT BETWEEN
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By: _____
Roger L. Frith, Mayor

Date: _____

Attest: _____
Roben Dewsnap, City Clerk

Date: _____

CITY OF GRIDLEY

By: _____
Jeff Draper, Mayor

Date: _____

Attest: _____
Rob Hickey, City Clerk

Date: _____

