

City Council Agenda Item
Staff Report

Date: April 20, 2017
To: Mayor and City Council
From: Dean Price, Police Chief
Subject: Gridley-Biggs Police Services Agreement - Introduction

	Regular
X	Special
	Closed
	Emergency

Recommendation

The Police Chief respectfully requests the Mayor and the Biggs City Council to receive, review and discuss the proposed Biggs Police Services Agreement. Council can then provide direction to the Police Chief and Biggs City Administrator Mark Sorensen on next steps.

Police Chief's Comment

In my preparation of exploring the past, present and future of the Biggs Police Services Agreement (PSA), I revisited the City of Gridley council minutes from 2000 to 2001, and the successful negotiation of police services to Biggs. During the review of the minutes, I was reminded of my mentor and dear friend former Gridley Chief of Police Jack Storne. I noted that Jack would present the status and the progress of the Biggs police services agreement in the community forum portion of the agenda as well as in formal staff presentations. This was Jack's style to have open, honest and straightforward dialogue on the potential to improve the Biggs community and most likely improve Gridley's community too. I have served Gridley since 1996 and have experience and knowledge what it is like without providing police services to Biggs and then to providing police services to Biggs beginning in 2001. My intention is to follow my mentor's teachings and engage you in an open, honest and straightforward discussion on renewing the PSA.

History

In 2001, Gridley successfully negotiated a police services agreement with the City of Biggs. Chief Storne and then Finance Director Brad Wilkie developed an agreement from an analysis of minimum staffing to support Biggs. Gridley also guaranteed Biggs as much as 19 hours per day of "boots on the ground" patrol. It was determined Gridley should hire four (4) additional police officers to serve Biggs. By fiscal Years 2007/2008 and 2008/2009, Biggs was paying Gridley approximately \$700,000 per year for police services. The cost for police services was unsustainable for Biggs. Therefore, the Agreement was amended and the price significantly reduced, plus a modification to 15 hours of "boots on the ground" service. The Department reduced its police officer sworn staffing by two full time positions by 2010. And for FY 2010/2011, Biggs was paying approximately \$400,000 for police services.

Beginning July 1, 2013, Biggs paid \$460,224 per year and has remained at this contract price point to date. The contract price of \$460,224 was extended for one year for July 2014/2015 and therefore presently the two Cities are out of contract since July 1, 2015.

Current Background to Police Services Agreement & Practices (summarized)

1. Gridley provides 24/7 police services to the City of Biggs.
2. Biggs pays Gridley \$460,224 per year for police services.
3. The Cities of Gridley and Biggs have an expired Agreement and have verbally discussed negotiating a new agreement by June 30, 2017.
4. As for police service practices, there are not a set number of patrol hours for police services to Biggs, but rather a targeted approach of patrol and resource efforts based on the changing criminal trends of each City.
5. It should be noted, in the first years (2001) of the Agreement, police services were measured by the number of officer hours in the City of Biggs' jurisdiction. This was not tracked consistently or effectively by the RIMS computer-aided design (CAD) system over the years from 2001 to present. However, the number of police service incidents was consistently and effectively tracked by the CAD system to date.

Proposed Agreement & Practices

1. This Agreement shall be effective July 1, 2017 through June 30, 2020.
2. The City of Gridley commits to providing law enforcement services pursuant to the Agreement for at least the three-year period July 1, 2017 to June 30, 2020. Thereafter, from July 1, 2020, either party to this agreement may elect to terminate the Agreement without cause and thereby cancel all further obligations under the Agreement provided however that the canceling party shall provide to the other party at least one year's prior written notice in advance of the effective date of cancellation.
3. This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.
4. The Agreement, as proposed has an annual Police Services Cost of \$519,139.
5. This is an increase of \$58,915 per year over the current annual cost of \$460,224.
6. The proposed Agreement service cost is being calculated using "Police Incidents".
7. "Police Incidents" are those police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity, and email or social media communications.
8. The proposed Agreement uses the calendar year 2016 Total Incidents for the Agreement calculation(s).
9. The proposed Agreement uses the City of Gridley adopted budget for Fiscal Year 2016/2017 of \$3,144,508.

Base Rate Calculation for Law Enforcement Service Cost:

- Total Incidents for all Police Service Jurisdiction for Calendar year 2016 = 16,477
- Incidents by Jurisdiction:
 - Gridley = 13,447
 - Biggs = 2,659
 - Other (BCSO, CHP, Mutual Aid) = 371
- Agreement Cost Calculation:

<u>Biggs' Incidents</u>	<u>2,659</u>
Gridley + Biggs Incidents	16,106
- Equals: Percentage (%) of Biggs Incidents to Total Incidents Combined = 16.51%
- Total City of Gridley Police Service Budget FY 2016/17 = \$3,144,508
- Proposed Biggs Annual Cost for Service = \$519,139

10. Gridley 2016/2017 Adopted Budget:

Law Enforcement Services Cost (LESC)		Budgeted
Fund Name	Fund #	2016/2017
Police Dept. Maintenance	#4107	\$ 7,023.00
Police Dept. General	#4200	\$ 2,810,603.00
BINTF	#4207	\$ 164,355.00
COPS Grant (SLESF)	#672	\$ 140,000.00
Vehicle Maintenance	#440	\$ 22,527.00
		\$ -
Total All Funds - LESC		\$ 3,144,508.00

11. (Con't.)

12. Law Enforcement Services Cost Calculation:

Category	Jan. to Dec. 31, 2016 Gridley	Jan. to Dec. 31, 2016 Biggs	Jan. to Dec. 31, 2016 Other	Jan. to Dec. 31, 2016 Totals	2016 Check (Memo)	Gridley Totals	Biggs Totals	Combined Years Totals
Total Incidents	13,447	2,659	371	16477	16477	13447	2659	16106
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>								

13.

14. (Con't.)

Gridley % Totals	Biggs % Totals	Combined % Totals	Total Adopted Budget for 2016/2017	Calculated Gridley Share	Calculated Biggs Share	Biggs Total Payments for FY 15/16	Category
83.49%	16.51%	100.00%	\$ 3,144,508.00	\$2,625,369	\$519,139	\$460,224	Total Incidents
<i>ated activity and email or social media communications.</i>							

15. In the proposed Agreement, the annual cost the Agreement cost of \$519,139 shall increase yearly on July 1st of each fiscal year based on the Average Annual Consumer Price Index for benefits for the 12-month period ending December of the preceding calendar year plus one percent (1%). Parties agree to Use the Department of Labor, Bureau of Labor Statistics Employment Cost Index, and Benefit Index for State and Local Government Workers. In no event shall the annual increase exceed five percent (5%). The newly calculated Base Rate will become the rate for the following fiscal year as adopted by the individual City Councils. A one-page Base Rate memorandum shall be adopted by each Council and added to this Agreement on an annual basis.
16. In the event of a substantial change in personnel costs to the City of Gridley, including the reduction in police department workforce, such that the services provided to Biggs are affected, the parties may negotiate for amended terms to this Agreement.
17. The Workers' Compensation, Indemnity and Immunities considerations are substantially the same as in the past contracts. No additional risk is being assumed by either party to this Agreement.
18. Gridley City Attorney Tony Galyean has reviewed the proposed draft Agreement. The items in the Agreement are addresses topically as follows:
 - a. WORKERS' COMPENSATION LIABILITY
 - b. MUNICIPAL AGENCY IMMUNITIES
 - c. INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY COVERAGE
 - d. INDEMNITY OBLIGATIONS

Next Steps

Staff respectfully requests the Biggs City Council to receive, review and discuss the proposed Biggs Police Services Agreement. Council can then provide direction to the Police Chief and Staff on next steps.

Financial Impact

The fiscal impact to the City of Biggs and the City of Gridley will be determined in the future with the successful negotiation of a new Police Services Agreement.

Attachments

Proposed Gridley-Biggs Police Services Agreement with associated attachments