



# TOWN OF APPLE VALLEY

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor and Town Council **Date:** June 11, 2013

**From:** Frank W. Robinson **Item No:** 12  
Town Manager

**Subject:** APPROVE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) TO PARTICIPATE FINANCIALLY IN A PUBLIC SAFETY JOINT POWERS AUTHORITY (JPA) FEASIBILITY STUDY

**T.M. Approval:** \_\_\_\_\_ **Budgeted Item:**  Yes  No  N/A

### RECOMMENDED ACTION:

It is recommended that the Town Council approve a Staff recommendation to participate financially with the Cities of Hesperia, Adelanto and Victorville in a Public Safety Joint Powers Authority (JPA) feasibility study.

### SUMMARY:

On February 26, 2013 the Town Council approved The Town of Apple Valley participating in a Request for Proposal (RFP) process for identifying and selecting a qualified consultant to conduct a feasibility study for creation of a Public Safety Joint Powers Authority (JPA).

Over the last several years, previous City Councils have raised concerns over rising public safety costs and, in particular, administrative costs of the County contracts. The administrative fee for the Sheriff contract was increased last year, and there has been discussion from the County Chief Executive Officer that the County may begin to charge for services that have not been charged in the past, for example, helicopter usage. As was stated in the February 26, 2013, Staff Report, County contract salaries, benefits, and other operating costs are generally outside the control of the Town.

In Fiscal Year 2012-2013, the Town Council approved a law enforcement staffing level of 51 sworn and 20 non-sworn County personnel. The County contract amount of \$10,718,888 covers salary and benefits for the 71 County Sheriff's personnel; costs for 29 cars and 7 trucks (all County owned vehicles); radios and dispatch services; and the County Administrative fee (COWCAP). The Town also budgets approximately \$553,251 separately from the County contract for vehicle fuel and maintenance, office supplies, CAL-ID identification system, training and education, and facility maintenance.

The Cities of Hesperia, Victorville and Adelanto also contract for police services with similar costs.

Last year the administrative fee for the Sheriff contract was increased from the original 3% to 5%, and the County's Chief Executive Officer is indicating that the County may begin to charge contract cities for services that have not been charged for in the past, for example, helicopter usage. The Town Administration believes there are many benefits to contracting for police services; however, the continual increases in costs are placing enormous pressure on the General Fund Operating Budget.

In response to an initiative of the City of Hesperia to explore the possibility of a regional public safety approach to providing for the safety and welfare of the residents in the Victor Valley, the Cities of Hesperia, Victorville, Adelanto and the Town of Apple Valley Councils approved participation in issuing a Public Safety JPA Feasibility study RFP.

The City/Town managers developed a Scope of Work for the JPA feasibility study, and this was incorporated into an RFP that was prepared by the City of Hesperia. The RFP was issued on April 1, 2013. Eleven firms responded with proposals due by April 29, 2013. Six proposals were received. The selection committee made up of the City/Town managers reviewed the six proposals, and determined that an interview of the top three firms was warranted. Interviews were conducted by the selection committee on May 13, 2013, and after careful and detailed deliberation, the committee has determined that Citygate Associates is the most qualified consultant to perform the JPA feasibility study.

Citygate Associates is located in Folsom, California, and has completed over 140 public safety projects throughout the United States. Citygate's project team consists of experienced fire service, police service, municipal finance, and human resources professionals with extensive local government agency experience, both as practitioners and consultants. Their police consolidation experience includes a study currently being conducted for the Cities of Brea, Buena Park, Fullerton, La Habra, Yorba Linda and Placentia; and a study recently completed for the Cities of Burlingame and San Mateo. The firm also has extensive experience in fire consolidation studies.

Separate Feasibility Studies will be prepared for a Police JPA component and a Fire JPA component. The Studies will include a detailed review of the current organization and staffing operations which include meetings with Police Captains and Fire Chiefs, and tour of all public safety facilities; recommendations of an organizational structure for each JPA including administration, legal, risk management, human resources, finance, information systems, and planning; a comprehensive salary and benefit survey; options, projected annual operating budgets, capital and transitions costs, advantages and disadvantages of creating a JPA, and; the feasibility of a JPA in comparison to existing and future costs with the County contracts. It is anticipated that the study will be completed prior to the end of the calendar year. The findings and recommendations will be presented to a joint City/Town Council meeting with all four agencies.

**FISCAL IMPACT:**

The total fees of the JPA feasibility study for the Police Component and Fire Component is \$109,567 for police and \$90,321 for fire. The Police Component of the Study would include the Town of Apple Valley, and Cities of Adelanto, Hesperia and Victorville, and the cost would be equally shared by each city/town. Since the Apple Valley Fire Protection District serves the Apple Valley area, the Fire Component of the Study would only involve the Cities of Adelanto, Hesperia and Victorville, and the cost would be shared equally by these three cities. The City of Hesperia will be the lead agency, and the contract will be between the Hesperia and Citygate Associates, LLC. The City of Hesperia will process all payment for services, and invoice, on a monthly basis, the other cities/town for their share of the fee.

The attached Memorandum of Understanding (MOU) identifies the responsibilities of each agency, and includes the Professional Services Agreement between the City of Hesperia and Citygate Associates. The MOU includes language regarding reimbursement by the Cities of Adelanto and Victorville, and Town of Apple Valley to the City of Hesperia for their share of the fee of the separate study components. A contingency of 5% be included in the approved contract amount which will address any minor changes to the scope of services or additional meetings that may be warranted as the feasibility study progresses.

The total fee, with contingency, for the Police Study Component is \$115,048 and would be shared equally by the Cities of Adelanto, Hesperia, Victorville, and the Town of Apple Valley with a total cost of \$28,762 to each agency. This cost has been included in the Town's Fiscal Year 2013-14 Operating Budget.

**ATTACHMENT:**

Memorandum of Understanding (MOU)

**MEMORANDUM OF UNDERSTANDING  
FOR PUBLIC SAFETY JOINT POWERS FEASIBILITY STUDY BETWEEN THE  
CITY OF HESPERIA, CITY OF ADELANTO, CITY OF VICTORVILLE AND TOWN  
OF APPLE VALLEY**

This Memorandum of Understanding ("MOU") is made and entered into this \_\_ day of June, 2013, between and among **THE CITY OF HESPERIA**, a municipal corporation (hereinafter "Hesperia"), **THE CITY OF ADELANTO**, a municipal corporation (hereinafter "Adelanto"), **THE CITY OF VICTORVILLE**, a municipal corporation (hereinafter "Victorville"), and **THE TOWN OF APPLE VALLEY**, a municipal corporation (hereinafter "Apple Valley"). Cities and Town are hereinafter sometimes referred to individually as a Party and collectively as the "Parties".

RECITALS

WHEREAS, the Parties contract individually with the County of San Bernardino for police services that include Sheriff's personnel, vehicles and equipment at a service level as determined by each Party; and

WHEREAS, Adelanto, Hesperia Fire Protection District, a subsidiary District of the City of Hesperia, and Victorville contract individually with the County of San Bernardino for fire prevention and protection services that include Fire personnel at service levels as determined by each Party; and

WHEREAS, the Hesperia Fire Protection District, a subsidiary District of the City of Hesperia, contracts with the County of San Bernardino for advanced life and ambulance transport services; and

WHEREAS, although the Parties have benefited from a high caliber of service from both County Sheriff and County Fire personnel over the years, the costs of contract service with the County of San Bernardino has continued to escalate; and

WHEREAS, the Parties have discussed in prior years options to reduce cost, one option being the formation of a Public Safety Joint Powers Authority (JPA) that would be governed by the Parties and would provide police services to the Parties and fire services to Adelanto, Hesperia and Victorville; and

WHEREAS, the Parties wish to engage the services of a consultant, following solicitation for proposals from qualified consultants, to perform a Public Safety Joint Powers Authority Feasibility Study (Study) to determine the viability of a JPA and identify the advantages and disadvantages of the creation of a JPA as compared to contracting with the County of San Bernardino while still maintaining the high level of service.

NOW, THEREFORE, in consideration of the above recited premises, which are incorporated herein by reference, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. CITY OF HESPERIA RESPONSIBILITIES. Hesperia shall be the lead agency during the preparation of the Study. Hesperia shall enter into a Professional Services Agreement with Citygate Associates, LLC (Consultant) who will perform the work as detailed in Exhibit 1. Hesperia shall process all payments as invoiced by Consultant and ensure that all work is performed and completed in accordance with the terms and conditions of the Professional Service Agreement. Hesperia will coordinate all meetings and request for information with Parties and Consultant. Hesperia will invoice monthly the Parties share of the Consultant's fee invoice after Hesperia has confirmed that work has been completed in accordance with the Professional Services Agreement. The total not-to-exceed cost, including contingency, for the Police Study is \$115,048 and for the Fire Study is \$94,840.

2. ADELANTO, APPLE VALLEY AND VICTORVILLE RESPONSIBILITIES. Adelanto, Apple Valley and Victorville shall each reimburse Hesperia for twenty five percent (25%) of the total Police Study cost, including contingency, in a not-to-exceed amount of \$28,762 (each Party). Each party shall submit payment to the City of Hesperia within thirty (30) days following receipt of an invoice.

3. ADELANTO AND VICTORVILLE RESPONSIBILITIES. Adelanto and Victorville shall each reimburse Hesperia for thirty three and one-third percent (33 -1/3%) of the total Fire Study cost, including contingency, in a not-to-exceed amount of \$31,613 (each Party). Each party shall submit payment to the City of Hesperia within thirty (30) days following receipt of an invoice.

4. ALL PARTIES' RESPONSIBILITIES. All Parties agree to provide all available data and information as requested by Consultant relating to historical and current police and/or fire contract services including, but not limited to, budgets, staffing, contracts, facility and equipment information. City/Town managers shall serve on the Study's Management Team and attend all project status meetings, and shall make available support staff as requested by the Consultant to provide and/or clarify data and information.

5. NOTICES. Any written communication required or permitted to be given hereunder will be deemed received upon personal delivery or 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the party for whom intended, as follows:

If to Hesperia:           City of Hesperia  
                                  9700 Seventh Avenue  
                                  Hesperia, CA 92345  
                                  Attn: Mike Podegracz, City Manager

If to Adelanto:           City of Adelanto  
                                  11600 Air Expressway  
                                  Adelanto, CA 92301  
                                  Attn: Jim Hart, City Manager

If to Apple Valley: Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307  
Attn: Frank Robinson, Town Manager

If to Victorville: City of Victorville  
14343 Civic Drive  
Victorville, CA 92392  
Attn: Doug Robertson, City Manager

6. GENERAL. This MOU contains the entire agreement between the Parties with respect to the matters herein provided for and may only be amended by a subsequent written amendment executed by all parties. This MOU may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement.

7. INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this MOU, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence.

8. INVALIDITY; SEVERABILITY. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall constitute in full force and effect.

9. SUCCESSORS AND ASSIGNS. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. SIGNATURE CLAUSE. The signatories hereto represent that they have been appropriately authorized to execute this MOU on behalf of the Party for whom they sign.

[End – Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

**CITY OF HESPERIA**

By: \_\_\_\_\_  
Mike Podegracz, City Manager

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Melinda Sayre-Castro, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eric Dunn, City Attorney

**CITY OF ADELANTO**

By: \_\_\_\_\_  
Jim Hart, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Cindy Herrera, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Todd O. Litfin, City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**TOWN OF APPLE VALLEY**

By: \_\_\_\_\_  
Frank Robinson, Town Manager

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
LaVonda Pearson, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Brown, Town Attorney

**CITY OF VICTORVILLE**

By: \_\_\_\_\_  
Doug Robertson, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Carolee Bates, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andre de Bortnowsky, City Attorney