



## MEMORANDUM

**TO:** Chatham County Commission and Savannah City Council

**FROM:** City Manager Stephanie Cutter and County Manager Lee Smith

**SUBJECT:** SCMPD Framework Agreement

**DATE:** May 11, 2015

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Over the past several months City and County staff have met to negotiate a new Savannah-Chatham Metropolitan Police Department Merger Agreement. The discussion acknowledged the perception of limited coverage within the unincorporated area and the reality of police personnel shortages within the SCMPD. After lengthy discussion and negotiation, the City and County Managers jointly recommend the following new SCMPD framework for consideration by both the County Commission and City Council:

**Savannah Chatham Metropolitan Police Department  
2015 Agreement Framework  
May 11, 2015**

**Term of Agreement:**

10 years with 2-year phase-in to formulate an evidence-based approach to future operations and cost share

**Provisions of Agreement:**

1. This agreement (2015 MPD Agreement) will:
  - a. Allow the City Manager and County Manager to provide quality police services within their respective jurisdictions, through direction to the Chief of Police,
  - b. Provide absolute accountability by developing a system to measure and track service levels through benchmarks and performance measures.

Some data elements that would be measured include crime rates, calls for service, call volume, officer response time, beat structure, precinct structure and coverage ratios, and

- c. Develop a supporting cost structure for each jurisdiction based on actual services provided within each service area.
2. The first year of the agreement begins on July 1, 2015.
    - a. During Year 1, the existing precinct and beat structure will be retained while benchmarks, call data, crime statistics and other service level measurements are explored and analyzed. However, property crime investigators will be moved to the precincts.
    - b. During Year 1, both parties agree to jointly hire a law enforcement consultant. The parties agree to evenly split the expense for the consultant. The consultant will provide guidance in the collection, analysis and interpretation of relevant data, implementation of best practices, statistics, and performance metrics and will recommend a cost division to both parties for all MPD shared cost centers. Target service levels will also be quantified. The different characteristics and service needs of each jurisdiction are acknowledged.
    - c. Either party may conduct additional financial and/or operational audits at their own expense.
  3. Over the first two years of this agreement, a staff committee will convene monthly to work with the consultant, develop accountability standards and resolve concerns related to precinct composition, beat structure, police service levels, organizational structure and cost division for all shared MPD cost centers:
    - a. Committee shall include City Manager, County Manager, Police Chief, and representative staff of all entities. Committee and consultant shall convene monthly with mandatory attendance (except in the event of illness, emergency or other unexpected absence).
    - b. Committee shall identify, measure and analyze metrics and benchmarks that provide accountability and performance information about the MPD's operations, areas of coverage and service levels. Committee will review the current organizational structure, precinct use and beats. Committee will formulate and implement any adjustments or changes. The Committee will actively review and analyze measured data to determine applicability and methodology of use for overall governance, operations and citizen service accountability.
    - c. E911 data, police reports and other service reports will be available to staff for analysis and reporting purposes except where legal staff has determined that access to such reports is not permissible due to ongoing investigations or confidentiality concerns.
    - d. Committee will provide updates to each governing body on progress of discussions, possibly through joint press releases, etc.
    - e. The law enforcement consultant shall be actively involved throughout this process.

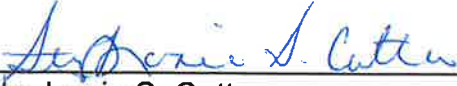
4. During Year 2 both parties shall recommend to their respective governing bodies an amended agreement and cost formula consistent with the Committee's recommendations. The new agreement and cost formula will become effective on July 1, 2017. The amended agreement will be based on metrics, benchmarks and data gathered and analyzed by the Committee for all shared cost centers, including administrative departments and E911 Communications. Both parties are expected to make a good faith effort to develop and execute a fair and effective MPD agreement.
5. Cost Formula
  - a. During Year 1 and Year 2 of this agreement, the County agrees to pay the City \$14,154,780 per annum for MPD expenses of the shared cost centers, E911 and patrol operations, payable in monthly installments of \$1,179,565.
  - b. During Year 1 and Year 2 of this agreement, the County will reimburse the City on a monthly basis for any paid expenditures of Animal Control, EMS, Marine Patrol and the Counter Narcotics Team.
  - c. Effective July 1, 2017, the cost formula of the agreement will use the evidence based formula developed by the Committee and Consultant.
  - d. Either party has the right to terminate the agreement by providing 6 months' written notice to the other. The termination date shall be no earlier than July 1, 2017.
  - e. New capital and operating cost additions that benefit both parties will be based on an equitable cost share to be agreed upon by both parties prior to procurement or implementation.
6. The Police Chief will fall under the City's organizational structure. However, the County Manager will have full access to the Chief, and will participate in the evaluation of the Chief jointly with the City Manager. The County Manager will provide specific direction to the Chief with regard to issues in the SSD, and the City Manager will provide specific direction to the Chief with regard to issues in the City. The City Manager will consult with the County Manager on any hiring and termination decisions related to the Chief of Police. The County Manager will render his/her opinion in writing to the City Manager for consideration.
7. Other components – Both parties make the following additional representations:
  - a. Property Crime Investigators will be assigned to Precincts.
  - b. Supervision and evaluation of the Chief is outlined in Item 6 above.
  - c. The County will pay for any new or expanded services it requests that are not in place as of the effective date of this agreement. This will add to the County's costs under the Cost Formula in Item 5. Likewise, the City will pay for any new or expanded services it requests that are not in place as of the effective date of this agreement and will bear the related cost. Each entity will provide written notice of the new or expanded service to the other.

- d. SCMPD will reimburse County for use of Mosquito Control staff and equipment utilized in SCMPD operations.
  - e. Counter Narcotics Team and EMS will be removed from SCMPD effective July 1, 2015, and will report directly to the County Manager. The City and County will amend the CNT Agreement to allow for related administrative changes including cost reimbursements for administrative personnel.
  - f. Animal Control and Marine Patrol will be removed from SCMPD by July 1, 2016, and will report directly to the County Manager. All sworn personnel assigned to these cost centers will be reassigned within SCMPD.
  - g. The County will provide nineteen (19) vehicles annually during calendar years 2015 and 2016 for SCMPD patrol operations.
  - h. A two (2) year budget cycle will be utilized for SCMPD.
8. Both parties commit to the resolution of prior claims related to the 2003 SCMPD Agreement prior to the effective date of this agreement.
- a. The County agrees to waive the cost reconciliation process for SCMPD expenses incurred during January to June 2015.
9. The City estimates amounts due by the County from 2013 and 2014 for SCMPD at \$1.8 million, based on a County 39% cost share for shared cost centers (except Patrol). The County estimates amounts due from the City from 2008 to 2013 for Recorder's Court of over \$2.8 million. These claims will be reviewed and offset, each forgiven by the other. In addition, the City agrees to reimburse the County for the purchase of the "old Comcast" building by June 30, 2017.
10. It is the intent of both parties to affirm a new Recorder's Court Agreement concurrent with adoption of a new SCMPD Agreement. Both agreements will be developed and submitted for approval to City Council and the Board of Commissioners within sixty (60) days of acceptance of this Agreement Framework. In relation to the City Manager's points on the December 2014 version of the Recorder's Court Agreement:
- a. County and City are in agreement on the first 3 points outlined and accepted by City.
  - b. County will agree to fund costs of felony prosecution through its General Fund Budget.
  - c. County does not agree to the removal of felony indigent defense costs from the cost formula as this is a mandated requirement for any Court's operation within the State of Georgia and United States of America. County strongly feels that this is a true cost of the court subject to allocation to the felony cost center as outlined in the proposed agreement.
  - d. County will agree to support language of the draft document dated October 10, 2014, for Section 3.5 pertaining to the appointment of judges, other than through the election process, which read:  
"The selection for appointment of the Recorder's Court judges shall be made by a committee comprised of the City Manager, County Manager, Mayor, Chairman of the Board (of Commissioners) and Chief Judge of

Superior Court. That committee shall nominate one person for an initial appointment to the bench. The nominee shall be presented for confirmation to the governing authorities of each party. Each body must approve the selection by a majority vote.”

- e. County will agree to reconsider a phase-in credit to the City for the first year of the agreement.
- f. The effective date of the agreement is January 1, 2015 (retroactive).

As City and County Managers, we believe this framework represents compromise by both the City and the County in the best interest of our shared community for quality police service.

  
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Stephanie S. Cutter  
City Manager

  
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Lee Smith  
County Manager