

NCJRS^{R-77-107}

SEP 20 1977

ACQUISITIONS

LAW ENFORCEMENT ASSISTANCE ADMINISTRATION POLICE TECHNICAL ASSISTANCE REPORT

SUBJECT: Plains, Georgia; Law Enforcement Needs
Assessment - Phase II

REPORT NUMBER: 77-33

FOR: City of Plains, Georgia
City Population: 710 (estimated)
Police Strength: 9
City Area: 0.8 square miles

CONTRACTOR Westinghouse National Issues Center

CONSULTANT: Rich Robinson
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CONTRACT NUMBER: J-LEAA-003-76

DATE: July 1977

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FOREWORD

This request for Technical Assistance was made by the Middle Flint Area Planning and Development Commission as a followup to an earlier study of law enforcement needs in Plains, Georgia. The Phase II study specifically involved analyzing cost-effective alternatives for providing law enforcement functions through contractual service arrangements, including workability, cost savings, implementation strategies, and model contracts.

Requesting Agency: Middle Flint Area Planning
and Development Commission;
Douglas O'Neal,
Criminal Justice Planner

State Planning Agency: Office of the State Crime
Commission; Lou Alder,
Police Planner

Approving Agency: LEAA Region IV (Atlanta);
John Gregory, Police Specialist

1. INTRODUCTION

Plains, Georgia, which is located in Sumter County in southwest Georgia lies approximately 35 miles west of Interstate Route 75 and 10 miles from Americus, the largest community in Sumter. Sumter, one of eight counties in the Middle Flint Area Planning and Development Commission, has experienced continuous growth over the past three decades (see Tables 1-1 and 1-2). According to the FY 1978 Law Enforcement Plan, the region exhibits the following socioeconomic characteristics:

Only three communities in the Region have populations over 2,500 and can, therefore, be classified as urban by U.S. Census definition. These communities are Americus (pop. 16,091), Cordele (pop. 10,733) and Montezuma (pop. 4,125).

Thirty-five and seven-tenths percent of the Region's population is urban as compared to over 70 percent in the nation. These statistics indicate that the planning area is predominantly rural and so is anticipated to undergo intensive urbanization during the next few decades.

The Region, with a population density of 32.1 persons per square mile in 1970, was 2.5 times less densely populated than the State of Georgia which had a density of 77.95 persons per square mile. The far less comparative density in the Region is due to its rural character as well as to large tracts of vacant and forest land.

Migration is the most potent source of population change in the Region. At present out-migration far outweighs in-migration. From 1960 to 1970 the Region experienced a net loss of 10,709 persons.

In the Region 47.6 percent of the total population is Negro. The general trend over the past decades has been a gradual decrease in the percentage of Negroes who comprised 62.5 percent of the total regional population in 1900.

The population age structure for the Region reflects a high preponderance of children under 20 years of age (42.6 percent) and of people over 60 years of age (15.1 percent).

TABLE 1-1

Middle Flint Region: Population Trends in Incorporated Communities
1940 - 1970

	1940	1950		1960		1970	
	Population	Population	Percent Change	Population	Percent Change	Population	Percent Change
Crisp County							
Cordele	7,929	9,462	+19.3	10,609	+12.1	10,733	+ 1.2
Arabi	388	376	- 3.1	303	-19.4	305	+ 0.7
Dooly County							
Vienna	2,063	2,202	+ 6.7	2,099	- 4.7	2,341	+11.5
Unadilla	1,137	1,098	- 3.4	1,304	+18.8	1,457	+11.7
Pinhurst	474	430	- 9.3	457	+ 6.3	405	-11.4
Byromville	275	288	+ 4.7	349	+21.2	419	+20.1
Lilly	214	177	-17.3	136	-23.2	155	+14.0
Macon County							
Montezuma	2,346	2,921	+24.5	3,744	+28.2	4,125	+10.2
Oglethorpe	1,048	1,204	+14.9	1,169	- 2.9	1,286	+10.0
Marshallville	905	1,121	+23.9	1,308	+16.7	1,376	+ 5.2
Ideal	238	319	+33.6	432	+35.8	543	+25.7
Marion County							
Buena Vista	1,161	1,428	+23.0	1,574	+10.2	1,486	- 5.6
Schley County							
Ellaville	928	886	- 4.5	905	+ 2.1	1,391	+53.7
Sumter County							
Americus	9,281	11,389	+22.7	13,472	+18.3	16,091	+19.4
Plains	528	546	+ 3.4	572	+ 4.7	683	+19.4
Leslie	479	417	-12.9	494	+18.5	562	+13.8
DeSoto	295	309	+ 4.7	282	- 8.7	321	+13.8
Andersonville	211	281	+33.2	263	- 6.4	274	+ 4.2
Taylor County							
Butler	1,093	1,182	+ 8.1	1,346	+13.9	1,589	+18.1
Reynolds	871	906	+ 4.0	1,087	+20.0	1,253	+15.3
Webster County							
Preston	349	260	-25.5	232	-10.8	226	- 2.6
Weston	173	162	- 6.4	120	-25.9	73	-39.2
TOTAL COMMUNITY POPULATION	32,386	37,363	+15.4	42,247	+13.1	47,094	+11.5

Source: U.S. Census of Population. Middle Flint Area Planning and Development Commission FY 1978 Law Enforcement Plan.

TABLE 1-2

Middle Flint Region: Percent
of County Population Residing
In Incorporated Communities

COUNTY	1960		1970	
	Number	Percent	Number	Percent
Crisp	10,912	61.4	11,038	61.0
Dooly	4,345	37.9	4,777	45.9
Macon	6,653	50.5	7,330	56.7
Marion	1,574	28.7	1,480	29.1
Schley	905	27.8	1,391	44.9
Sumter	15,033	61.2	17,931	66.6
Taylor	2,433	29.3	2,842	36.1
Webster	352	10.8	299	12.7
REGION	42,247	48.4	47,094	54.3

Source: U.S. Census of Population. Middle
Flint Area Planning and Development
Commission FY 1978 Law Enforcement
Plan.

Poverty is a severe problem throughout the Region, particularly for the Negro. Twice as many Negro families and individuals are below poverty level which is considered to be an annual family income of \$4,000. Over 50 percent of all Negro families received incomes below poverty level in 1969. This situation is attributed to their (1) lower educational levels, (2) higher dependency ratios as a result of higher birth rates, (3) lower levels of job skills, and (4)¹ greater number of families headed by females.

The possibility of developing contractual arrangements for law enforcement was recognized in the Phase I assessment that addressed law enforcement needs in Sumter County; however a comprehensive analysis of the feasibility and specific mechanics for establishing such a contractual arrangement were not undertaken. ² The potential of the contract alternative was recognized with considerable interest by State and Regional LEAA officials. In response to the concept of employing an alternative, the Middle Flint Area Planning and Development Commission sought Technical Assistance for the purpose of studying the feasibility and appropriateness of a new contract law enforcement arrangement within Sumter County. An additional impetus for this request was the result of an application for Federal assistance from the City of Plains "to provide with Federal Aid the adequate personnel, equipment, and facilities for the necessary increase in police services relative to tourism in the President's hometown."

A review of the application prepared by the staff of the State Crime Commission (SCC) was included in a report, entitled "City of Plains -- Proposal for Providing Adequate Law Enforcement Services," dated March 3, 1977. This review recommended the use of Technical Assistance to "explore further the feasibility, advantages, disadvantages, and cost factors associated with a contractual arrangement. At a minimum, contractual services with the Americus Police Department and (Sumter) County Sheriff's Office should be explored. Naturally the willingness of the units of government involved to participate in such an arrangement should be documented. Finally, the study should propose implementation strategies, based on the City's current law enforcement resources, if a contract services concept appears to be both financially

1 Middle Flint Area Planning and Development Commission: FY 1978 Law Enforcement Plan, pp. 5-6.

2 See p. 3-3 of Phase I study.

and politically feasible."

It was the consensus of the Consultants and LEAA Regional staff that a followup study should take the form of a Phase II Report, incorporating by reference the general findings and background data contained in the initial report. It was further agreed that the Consultants would concern themselves with the capability of the City of Plains to provide for the future financial support of its law enforcement delivery system.

In order to develop a political and operational framework within which to conduct the Phase II study, the Consultants conducted interviews with the following individuals, who had served as resources during the initial study:

- Chief of Police Arthur Gurr, City of Americus.
- Agent-in-Charge William Hoskyn, Secret Service (Plains).
- Sheriff Randy Howard, Sumter County.
- W.C. Lamb, Town Clerk, City of Plains.
- Chief of Police, W. McClung, City of Plains.
- Douglas O'Neal, Criminal Justice Planner, Middle Flint Area Planning and Development Commission.

The following additional persons were also contacted:

- Chairman, Billy Ferguson, Sumter County Commission.
- Sid Flynt, Law Enforcement Specialist, Telecommunications Division, Department of Administrative Services (Atlanta).
- Jim Gregory, Police Specialist.
- Charles Harman, Georgia Crime Commission.
- Ben Jordan, Director, Program Development and Technical Assistance, LEAA Regional Office.
- Billy Wiley, Planning Director, Middle Flint Area Planning and Development Commission.
- Peter Xenakas, Director of Operations, LEAA Regional Office.

In addition, the Consultants studied Departmental budget information, workload data generated since January 1977, staffing patterns, Georgia Constitutional provisions related to intergovernmental agreements and the Office of Sheriff, recent ordinances enacted by the City of Plains concerning tour vehicles, assessments of gross receipts from entertainment and amusement enterprises, and zoning.

2. UNDERSTANDING OF THE PROBLEM

2.1 Impact of Tourism and Traffic

It remains the consensus of all concerned that tourism has had, and will continue to have, a significant impact on all law enforcement jurisdictions within Sumter County. There is widespread agreement that, although the volume of tourists slackened during the Spring of 1977, the approaching summer vacation months would bring an influx of visitors to Plains and to the surrounding area.

Figure 2-1 reflects an hourly traffic count undertaken by the Secret Service from their security checkpoint (located east of the central business district on Church Street) during the week following Easter Sunday. In recognition that the count included those vehicles that did not venture east as far as the security station, and based upon an average of 2.5 occupants per vehicle who would stay an average of 2 hours, the City of Plains could have well in excess of 760 visitors at any given point in time on any given afternoon. Although one can only speculate about the increase of visitors during the forthcoming summer, the projections in the initial report are likely to be accurate.

Although initial indications suggested that traffic-related cases (i.e., accidents and moving violations) would increase dramatically during the 139-day period ending May 11, 1977, the Plains Police Department recorded only 15 accidents and 13 traffic-law violations. Therefore, one such incident occurred approximately every 5 days. To estimate the man-hours expended in response to the incidents, liberal factors of 2 hours per accident and 30 minutes per citation were used. As a consequence, approximately 36.5 staff hours would have been required during the 139-day period. If all of the incidents occurred during the 8-hour day shift, only 3.4 percent of one police officer's time would have been required to investigate incidents and issue citations.

The Americus Police Department, which maintains very definitive workload statistics, has not experienced an appreciable increase in traffic-related offenses. The Department issued 507 traffic citations and investigated 784 accidents in 1976; during the first 4 months of 1977, it issued 185 citations and investigated 258 accidents. Based on the assumption that there is an equal distribution of incidents over time, one could project that the Department would issue 562 citations and investigate 785 accidents during the full year.

The Sumter County Sheriff's Office calls the Georgia State Patrol to investigate accidents that occur within the unincorporated area of the County. The Americus and Plains Police Departments generally in-

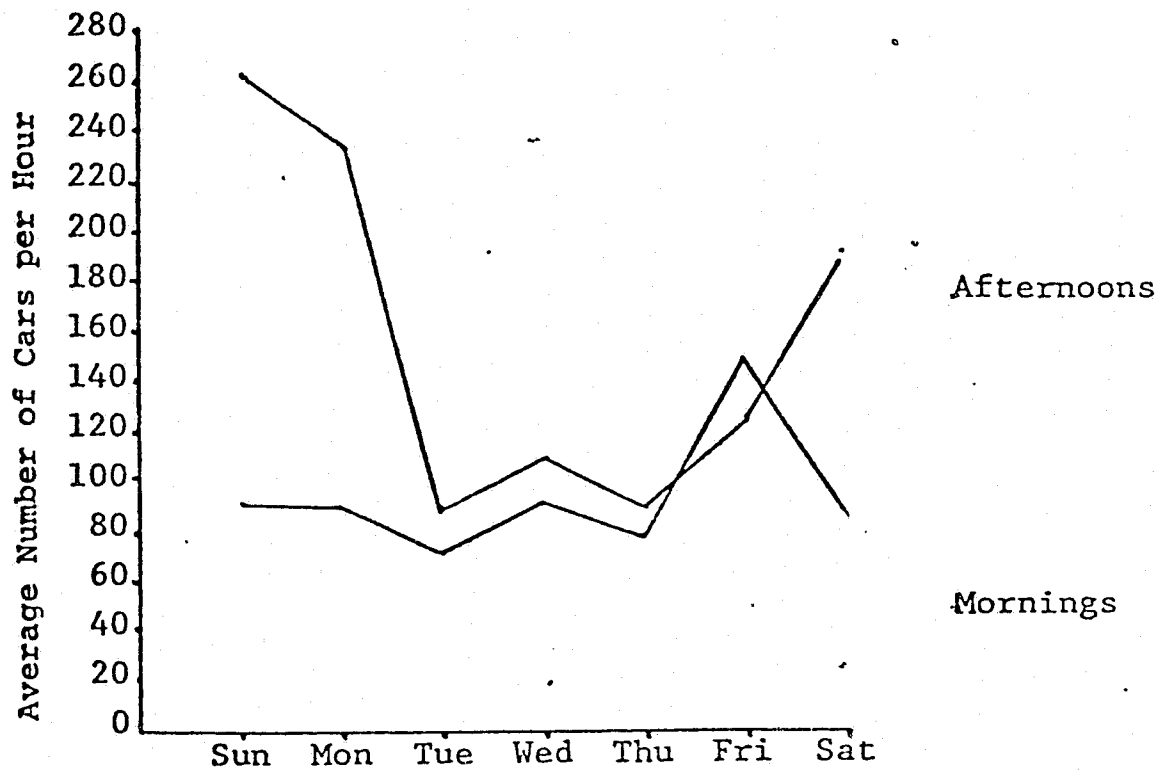


Figure 2-1. City of Plains -- Traffic Count

investigate accidents that occur within each jurisdiction's city limits.

With regard to criminal activity, persons contacted clearly felt that little relationship existed between tourism and the volume of crime in the County. With regard to the region's investigative requirements, all jurisdictions agreed that the Georgia Bureau of Investigations is both capable and willing to assist in major cases of violence, fraud, and the like.

2.2 Systemic Changes since January 1977

2.2.1 Political Environment

Several persons interviewed indicated that there may be a growing conflict between persons who would like to keep the City as it had been in the past and others who would like to see it grow, particularly from an economic standpoint. Since President Carter has not returned to Plains as often as he had planned originally (once per month), there was some speculation that tourism would be reduced. These factors are germane because of the impact they might have on tourism and, consequently, upon the police department.

In both Americus and Sumter County, the relationships between the law enforcement agencies and the local units of government appear to be cooperative.

It is important to note that regard for local control and independence is extremely prevalent among citizens in Sumter County. Although the three law enforcement jurisdictions have had operational problems, they are satisfied with their roles.

2.2.2 Staffing

Since January 1977, the Plains Police Department has added three clerk/dispatchers, bringing the total complement to nine as follows: One chief (State-funded-SCC); one assistant chief (State-funded-SCC); four patrolmen (one locally funded; one State funded; two funded under the CETA program); and three clerk/dispatchers (CETA funded).

The County Sheriff has also added two deputies for a selective traffic enforcement program, bringing the present complement of the Sheriff's Office to 1 Sheriff; 5 deputies (2 State funded-Highway Safety; 3 locally supported); 5 dispatchers/jailers; 1 jailer; for a total of 12.

The Americus Police Department has remained unchanged with the following authorized personnel: 1 Chief, 1 assistant chief, 4 lieutenants, 4 sergeants, 23 field officers (one is a detective), 3 dispatchers, clerks,

and 1 animal regulation officer, for a total of 39.

2.2.3 Records and Workload Data

The Phase I Consultants recommended that Plains and Sumter County develop more comprehensive and definitive data collection processes. Although an effort has been made to do so, there is still a need to improve data collection, particularly tourist versus nontourist data gathered by the Plains Police Department. The Sheriff's Office has made significant improvement in the manner in which it records warrant and incident data. An analysis of existing and projected workloads in the three jurisdictions with comparative information on population and size is presented in Table 2-1.

2.3 Economic Conditions

Most persons interviewed felt that tourism would have a positive long-range impact upon the County's economy. However, the extent to which tourism will increase the ability of local units of government to provide essential public services is unknown. The City of Plains recognized the need for increased revenues to support tourist-related services, and specific revenue programs are currently being developed.

2.3.1 Gross Receipts Business Tax

On April 19, 1977, the City Council voted to impose a 10-percent tax on the gross receipts from all entertainment and amusement enterprises that operate within the Plains' city limits. Although projections of annual revenues are presently speculative, the tax during the month of April generated approximately \$3,000. Consideration is being given to apply the tax to all businesses within the City in the future.

2.3.2 Tourist Shuttle Service

The State of Georgia is presently constructing a Visitor Center and parking area on 17.5 acres of land west of Plains, and the City of Plains is seeking authorization to operate a shuttle service between the center and the central business district. The Middle Flint Area Planning and Development Commission staff estimated that the service, which would operate under a contract with the State, could generate approximately \$75,000 per year. The parking area and the shuttle should significantly reduce the level of traffic congestion within the City. The center would be within the Sheriff's jurisdiction.

The business tax and shuttle service programs could potentially generate approximately \$111,000 per year in new revenue. If applied to 1976 figures this amount would represent a 155-percent increase in revenue, from \$71,468 to \$182,468. (see Appendix A).

TABLE 2-1

Sumter County, Plains, and Americus, Georgia; Comparative Data

JURISDICTION	SWORN OFFICERS	POPULATION	SQ. MILES	DENSITY	NR. RPTD. INCIDENTS	ANNUAL INCIDENTS	EST. PER OFFICER
SUMTER CNTY. SHERIFF	6	10,149 ^{1.}	485	21	1119 ^{2.}	4538	756
PLAINS P.D.	6	710	.8	887	187 ^{3.}	489	81
AMERICUS P.D.	33	16,091	9.22	1,745	669 ^{4.}	2035	88 ^{5.}

1. Includes the towns of Andersonville (274); DeSoto (321); Leslie (562).
2. Includes Warrant Services. Period covered 2-1-77 thru 4-30-77.
3. Incidents as defined by the Plains P.D. See appendix for representative examples. Period covered: 139 days (December - May).
4. Incidents as recorded on the Americus monthly report, does not include traffic (see Appendix).
5. Incidents per officer based upon field personnel only (supervisory staff not included).

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The Sumter County Commission is presently experiencing fiscal problems and had to borrow bank funds last year to finance governmental operations.

In recognition of this problem, 1-percent optional sales tax measure was approved by the electorate in late May 1977. Because of its passage, Sumter County stands to realize approximately \$400,000 as a one-time revenue amount. However, in subsequent years the ad valorem tax rate will have to be reduced by a like amount. The Commission Chairman stated that due to the present financial situation, the County was unable to provide assistance, as it had in the past, with such cooperative ventures as the construction of an athletic field in the City of Americus. The Chairman also felt that an increase in the Sheriff's budget, with the exception of perhaps funding the two existing grant-funded positions (if they are justified), would be unlikely. The cities of Plains and Americus are also eligible to receive the one-time revenue, but specific amounts are unknown.

4. Equipment

2.4.1 Communications Capabilities

Sumter County and the Cities of Americus and Plains maintain independent, diverse communications systems. The Sheriff's system is staffed with dispatchers, who also supervise the jail; the Americus system is staffed with three dispatchers, who are relieved by patrolmen when required; and the Plains' system is unsophisticated in that only handi-talkies are used.

2.4.2 Automotive

The Plains Police Department maintains two vehicles. The Americus Police Department maintains six marked vehicles, four unmarked vehicles, and a motor scooter. The Sheriff's Department maintains five vehicles. The automotive allocations are adequate for the manpower complements of each department.

2.4.3 Facilities

The current police facility in Plains is inadequate in that it lacks a detention cell, interview room, or locker space.

2.4.4 Miscellaneous

The Plains Police Department provides uniforms and leather gear for officers, and general operating expenses are provided upon request. The department does not currently operate under a line-item budget.

2.5 Training

All sworn police officers are required to complete the basic State training curriculum within a specified period of time. A need exists to provide specialized training in several areas, including traffic control, first aid, and community and public relations.

2.6 Foundations for Contract Law Enforcement

The rationale for establishing cooperative law enforcement delivery systems has been expressed on many occasions. The President's Commission on Law Enforcement and the Administration of Justice in The Challenge of Crime in a Free Society noted, "Each metropolitan area and each county should take action directed toward the pooling, or consolidation, of police services through the particular technique that will provide the most satisfactory law enforcement and protection at the lowest cost." The International City Manager's Association in Municipal Police Administration commented, "A community that requires its police agency to attempt an independent role when it is otherwise unwarranted, perhaps because of a strong desire for local control, cannot expect a high level of police service." The National Advisory Commission on Criminal Justice Standards and Goals recommended that, "Every State and local government and every police agency should provide police services by the most effective and efficient organizational means available to it. In determining this means, each should acknowledge that the police organization (and any functional unit within it) should be large enough to be effective but small enough to be responsive to the people. If the most effective and efficient police service can be provided through mutual agreement or joint participation with other criminal justice agencies, the governmental entity or the police agency immediately should enter into the appropriate agreement or joint operation. At a minimum, police agencies that employ fewer than 10 sworn employees should consolidate for improved efficiency and effectiveness."

Georgia constitutional law clearly grants authority to cities and counties to enter into contractual relationships with other units of government within the State. Article VI, Section VI, Paragraph 1 (GA. Code Ann. Sec. 2-5901), of the Georgia Constitution reads in part:

"(a) The State, state institutions, any city, town, municipality or county of this State may contract for any period not exceeding fifty years, with each other or with any public agency, public corporation or authority now or hereafter created for the use of such subdivisions or the residents thereof of any facilities or services of the State, state institutions, any city, town, municipality

county, public agency, public corporation or authority, provided such contracts shall deal with such activities and transactions as such subdivisions are by law authorized to undertake."

The specific authorization for law enforcement agreements is found in Article IX, Section III, Paragraph 1 (GA. Code Ann. Sec. 2-7603), which states in part:

"...In addition to and supplementary of any powers now conferred upon and possessed by any county, municipality, or any combination thereof, any county, any municipality and any combination of any such political subdivisions may exercise the following powers and provide the following services:

(1) Police and fire protection"

The State has conferred upon municipalities, in Section 69-310 (c),

"The power to contract with any State department or agency or any other political subdivision for joint services or the exchange of services; and to contract with such agencies or subdivisions for the joint use of facilities or equipment; and to contract with any State agency or political subdivision to perform any service or execute any project for such agency or subdivision in which the municipality has an interest."

There is precedent for a Georgia county to contract with a city (Fulton County and the City of Atlanta); however, because of legal and jurisdictional responsibilities the Consultants believe that the best contractual arrangement is one between a city and the county within which the city is situated geographically. The primary advantage to a contract between a city and county is that sheriffs, as constitutional officers of the State, have broad jurisdictional power and authority.

In considering a contractual agreement, several general criteria must be evaluated:

- Contractor Resources -- It is necessary that the contractor (i.e., the sheriff) have the personnel and support resources needed to provide law enforcement service. In most situations, it is incumbent upon the sheriff to determine the minimum level of service

that the department can provide. The number of officers per 1,000 population, may then serve as a basis for the sheriff to provide additional help. The city is entitled to request increased service if it so desires, which would require the city and the county to negotiate specific conditions. Most contracts would include the wording "service to be provided at a level *not less* than that which exists in the adjacent unincorporated area."

- Contractee's Ability to Pay -- The receiver of the service should be in a financial position to pay for the minimum level of service that the contractor feels is necessary. In many areas of the country, a requirement for a city to incorporate includes an agreement to provide essential services for the public welfare. However, it is generally left to the city to determine the level of these services. In some areas, the level of service is apparently less than desirable.
- Recipient Commitment -- A contractual relationship cannot be forced upon a city. To be truly effective and responsive, an arrangement must be based upon the recognition that the alternative is in some way better than the continuation of an independent operation. It is essential that the city develop an attitude of cooperation in its dealings with the contractor. In an ideal situation, the county attempts to provide the city with what, in effect, is its own police department.

In summary, a city must take a close look at its motives for considering a contractual arrangement, keeping in mind that the single greatest advantage to all concerned is a coordinated approach that ensures a unity of action and facilitates overall effectiveness and efficiency. Consideration should include the savings in overhead, space, and support. It is also important to consider that, if for any reason the arrangement is not working to the satisfaction of the city, it can be terminated with a minimum of effort. It is this lack of permanency that causes most contractors to provide the best service possible.

2.7 Statement of Objectives

Based upon the data and information available and the concerns expressed by LEAA Regional staff and the Middle Flint Area Planning and Development Commission, the Phase II Consultants established the following objectives:

- Verify, to the extent possible, the magnitude of the impact of tourism on the City of Plains and the adjacent jurisdictions, in view of the resources both available and necessary to handle potential problems.
- Analyze the nature of existing operational and political relationships in terms of possible alternative arrangements in law enforcement to solve efficiently and economically the problems that may exist in the future. Such analysis would include an evaluation of the contract alternative.
- Present the cost implications of the alternative(s).
- Develop, regardless of the conclusions reached with respect to an immediate alternative, a model contract for present and future consideration by local law enforcement agencies and local units of government within Sumter County.

3. ANALYSIS OF THE PROBLEM

3.1 Impact of Tourism

In the Consultant's opinion, all of Sumter County is confronted with a significant problem involving traffic congestion and visitor management. At present, however, the number of traffic-related incidents does not appear to be beyond the capabilities of the County's existing police resources. It should be noted that since January 1977 three demonstrations have occurred in the County and the President has returned to Plains only once. If he does not return monthly as once planned, his absence may lessen the number of future demonstrations. If demonstrations do occur, however, it is felt that the local law enforcement agencies with the help and resources of the Georgia State Patrol and the Secret Service are sufficient to handle nonviolent occurrences.

The frequency and seriousness of incidents reflected in the data presented in Table 2-1 do not support the existence of a serious crime problem due to the influx of tourists. Furthermore, with the opening of the State-operated Visitor Center between Americus and Plains on U.S. 280 and the introduction of the shuttle service from the center to central Plains, the amount of vehicular congestion in the downtown business district should be reduced significantly. However, since the seasonal influx of visitors during peak periods is still unknown, it would seem appropriate that a certain amount of formalized planning take place. There does appear to be a need for a formalized mutual aid arrangement to develop a contingency plan(s) for unusual occurrences including natural disasters and civil disturbances. The principals to this planning effort should basically include the Sheriff, Chief of Police of Plains, Chief of Police of Americus, Chief of Police of Albany, and representatives from the Georgia State Patrol and the Secret Service. In addition to establishing a contingency plan, these representatives may wish to utilize their forum for dealing with individual and collective problems such as systematizing records collection procedures, training, and communications interface. Periodic meetings among law enforcement administrators have the potential to resolve many problems and further coordinate the collective response to the region's need for effective police protection.

3.2 Alternative Law Enforcement Arrangements

Based solely upon the size and workloads of the existing agencies and the geographic and demographic composition of the County, it would seem that an alternative police delivery system would be appropriate for the City of Plains. Based on the assumption that areawide administration of police services can best manage resources, one might locally accept a contractual relationship as worthy of consideration.

Counties generally were established to serve as extensions of the central State government to provide certain services to unincorporated areas. Municipalities, because they are public corporations, are normally created at the request of a group of residents. A city is designed to regulate and administer the affairs of an incorporated area for the benefit of its residents; a county is primarily organized as a service arm of the State. Counties are generally identified as the most logical unit of government to provide areawide supportive police services, principally because a county already has areawide police responsibility.

When the nature of these relationships and distinctions are applied to the City of Plains and to Sumter County, a contractual arrangement between them would involve the city as the contracting agent and the county as the contractor. However, the contractor must have the resources to provide services adequately. It becomes clear that with the present level of staffing, the existing workload, and the size of the jurisdiction, the Sumter County Sheriff's Office does *not* have the resources necessary to assume the role of a contractor. The Consultants concur with the findings of the Phase I Consultants who appropriately noted that the Sheriff's Office was understaffed. It also appears unlikely that an increase in staffing within the foreseeable future will occur. Therefore based upon resource availability, the Consultants conclude presently unable to contract with the City of Plains.

The anticipated revenues from the Visitor Center and the pending gross receipts business tax will provide the finances necessary for the City of Plains to support a police department. With the estimated \$111,000 in new revenue, the City should be able to support the existing level of service.

Perhaps tantamount to the ability of the City of Plains to provide services and to pay for them is the question of whether the City would be receptive to a contractual arrangement. It is the Consultants' contention that the political autonomy and public sentiment within the City preclude a willingness to seek an alternative such as a contract with the County. Community cohesiveness and the desire for local control serve as significant obstacles to change. If the economic advantage of a contract was limited to the savings of clerk/dispatchers, community resistance would be more apparent.

The Consultants' workload analysis within the City of Plains did not support the need to further increase the number of fulltime sworn personnel, which is presently at the level of staffing recommended in the Phase I report. It should be emphasized that future demands for service may warrant a change in the staffing patterns for sworn officers; however, as was mentioned in the Phase I report, any increase should be considered with a certain amount of caution until specific needs can be defined accurately.

To summarize the staffing patterns recommended in the Phase I report, the following sworn complement, based upon the 1.65 officer formula for each 8-hour, 7-day-per-week position, is felt to be appropriate:

2 Officers -- day shift	2 x 1.65 = 3.30
1 Officer -- night shift	1 x 1.65 = 1.65
*1 Officer -- relief (graveyard) no relief	1 x 1.00 = 1.00
Total	5.95

*Selectively assigned during the times of anticipated needs/demand.

It was recognized that the City of Plains has a significant problem involving crowd control and traffic management. It is the Consultants' contention that the problem can be handled most economically with parttime assistance or personnel classification other than that of patrolman. For example, a uniformed Community Service or Traffic Officer position would be advantageous to the Department. The duties and responsibilities of that officer might include:

- Direction and control of vehicular and pedestrian traffic.
- Enforcement of municipal ordinances (e.g., parking).
- Assistance with public information.
- Clerical and recordkeeping duties as required.
- First aid assistance.
- Service in crime prevention activities (e.g., parking lot patrol).
- Transportation of prisoners to County Jail.

The Consultants also recognized that an appropriate communications system is essential to the effectiveness and efficiency of any public safety operation. However, under present circumstances, the need for a 24-hour dispatch capability is questionable. It would appear appropriate and economical to staff a dispatch console during daylight hours. There may be justification for acquiring a base station for day-to-day operations and to serve as a backup during emergency situations, at which point it would seem prudent to assign a clerk/dispatcher (during the day)

whose duties would include tourist assistance, dispatching, and record-keeping, with relief provided by a Community Service Officer.

The Consultants believe, in spite of the problems cited previously, that the concept of a law enforcement contract with Sumter County is a viable alternative that warrants serious consideration. For this reason, a model contract instrument has been included so that the parties involved may become familiar with its basic obligations and entitlements. (See Appendix B.) This document is intended to serve only as a guide; it would be essential that it be reviewed and modified by a qualified attorney prior to execution. The Consultants have intentionally avoided specifying a level of service since the city must define its requirements; however, the present level of staffing of sworn personnel is deemed appropriate for the City.

If a contract were to be negotiated, it is anticipated that the County would require six additional sworn officers. These additional personnel could be shared between the City and the unincorporated area during periods of low demand within the City. This arrangement would not preclude the contract provisions of maintaining the availability of 24-hour police protection.

The advantage of a contractual arrangement is purely economical, but a time accounting system would have to be developed for personnel. This could be based upon actual time spent within the City limits, the ratio of calls per tour of duty, or the number of incidents.

3.3 Fiscal Impact Analysis Under a Contractual Arrangement

Based on the assumption that both the City of Plains and Sumter County were fiscally responsible for the resources they presently employ (no grants or subventions) and using only the direct labor costs for comparison purposes, the per capita costs on an annual basis would approximate the following:

- Sumter -- $\$104,200 \div 10,149$ (service population) = \$10.27
- Plains -- $\$69,600 \div 710$ (service population) = \$98.02
- Combined- $\$173,800 \div 10,859$ (service population) = \$16.00¹

¹ For comparison purposes, the City of Americus can be said to have a per capita cost of approximately \$19.90 ($\$230,311 \div 16,091$).

By use of a strict per capita cost methodology, the City of Plains could expect to pay \$11,360 per year, plus direct operating expenses (vehicles and support costs), under a contractual arrangement. However, since the nonresident population generates most of the demand for service and would consume a disproportionately higher share of the resources, per capita costing is probably not the most equitable. It should also be noted that some of the Sheriff's responsibilities are regional by definition (civil, warrant, jail), and the related costs of these services would have to be eliminated from the final service cost.

Because the need for law enforcement and public protection in the City of Plains appears to be more constant, a resident deputy might be appropriate. Based on using one deputy on duty around the clock, five officers would be required ($3 \text{ shifts} \times 1.65 = 4.95$) within the City. The direct labor cost associated with this level of service is approximately \$52,500. Costs for equipment, support and overhead would be added to this amount. Based upon a 25-percent factor, the contract cost would be approximately \$65,625. When the contract cost is compared with the amount that the City would be paying for its present level of service, there would be an annual savings of \$3,975, plus space-related costs. This expenditure can be justified only to the extent that the costs can be recovered from tourist-related sources. Under this arrangement, the City would have a police force of eleven officers at its disposal, plus those other resources (e.g., Americus Police Department, Georgia State Patrol) that could be summoned under the direction of the Sheriff. Notwithstanding the availability of this sizeable force, the City may still wish to consider using the previously mentioned alternative employee classification to work in concert with the Sheriff, in the capacities specified (e.g., traffic, crowd control).

In summary, a contractual relationship with the service level suggested, although not immediately generating an overwhelming cost savings, does have the potential to provide a substantial increase in service, particularly during periods of peak demand. It should again be noted that the backup/auxiliary resources are provided without charge as they fall within the Sheriff's obligation as a State officer.

4. RECOMMENDATIONS

The following recommendations should be viewed in concert with the recommendations developed within the framework of the Phase I report.

- Because it is likely that the cost of providing law enforcement services in Sumter County is likely to increase significantly over time, the City of Plains and the County of Sumter should give serious consideration to developing contractual law enforcement arrangements.
 - An intergovernmental task force should be created for the purpose of reviewing data as it becomes available and for developing a long-range plan for law enforcement services.
 - Since it presently appears that Plains wishes to maintain its own police department, consideration should also be given to supplementing the Department through contractual arrangements.
- Should a direct contractual arrangement prove infeasible, consideration should be given to several alternative arrangements that might supplement the Department during peak periods.
 - One such proposal would be to employ off-duty officers from nearby cities, at an hourly rate, on weekends and during vacation periods.
 - Consideration should also be given to creating a new title, such as Community Service Officer or Traffic Control Officer. These officers could assist in crowd control and traffic activity, but would not be armed or have full law enforcement powers. This approach has proven successful in numerous communities that have large seasonal population fluctuations.
 - The development of an auxiliary force, using citizen volunteers, should also be considered. Such an approach would require that these individuals complete mandated training if they are to have law enforcement powers.
- Given the current workload figures available, the Consultants believe that the Plains Police Department is adequately staffed, and some saving could be attained by *not* providing 24-hour dispatching services.

- One records clerk/dispatcher should be adequate to provide services during the day, with a parttime person employed for weekends.
- A base station should be supplied to the Plains Police Department with a switching device to provide dispatching from the Sheriff's Office during evening hours.
 - Hand-held communications equipment should be made available for all personnel on duty. It would also be advisable to equip the Secret Service Unit guarding the President's home with a handi-talkie that would permit direct communication with the police department.
 - Electric time-stamping equipment should be employed in all dispatch centers to accurately record all calls-for-service, the time expended on calls, and response times. The following times should be maintained on all calls:
 - Time call received.
 - Time officer dispatched.
 - Time officer arrives at call.
 - Time of completion.
- A complete records and report system should be developed.
 - It is imperative that records related to tourist activities be maintained in order to adequately plan for future needs. Many of these activities are not required for State reports; therefore, it is incumbent upon the department to develop an adequate system that supplements uniform crime reporting.
- Consideration should be given to various cooperative arrangements between departments, such as equipment and automotive purchasing, which could result in significant cost savings.
- Specialized training should be made available to officers in all departments.
- Cost analyses of revenue projections and income should be made over time in order to determine the ability of Plains to maintain its own police department.

- The County should give some consideration to increasing its revenues through taxation of businesses that are profiting from increased tourism.
- A law enforcement administration association should be established within the county.
 - The association should include, but not be limited to, the sheriff, the police chiefs of Americus and Plains, the local supervisor of the Georgia State Patrol, the agent-in-charge of the Secret Service, a supervisor of the Georgia Bureau of Investigation, local prosecutors, the local criminal justice planner, and possibly administrators from neighboring counties.
 - A first item of business should be to establish a comprehensive mutual aid plan that addresses potential emergencies.
 - The group should also cooperate in developing consistent policies on handling of tourists and for addressing tourist-related problems that may arise.

APPENDIX A

City of Plains
Ordinances Establishing a Gross Receipts
Tax on Entertainment and Amusement
Businesses

AN ORDINANCE

AN ORDINANCE TO AMEND AN ORDINANCE PROVIDING FOR BUSINESS OR OCCUPATION LICENSE FEES IN THE CITY OF PLAINS, GEORGIA (CODE OF ORDINANCE, SEC. 6-18), SO AS TO PROVIDE FOR THE ASSESSMENT OF A BUSINESS OR OCCUPATION LICENSE FEE UPON ALL PERSONS CONDUCTING OR ENGAGING IN THE BUSINESS OF PROVIDING ENTERTAINMENT OR AMUSEMENT AND COLLECTING AN ADMISSION CHARGE FOR SUCH ENTERTAINMENT OR AMUSEMENT; TO PROVIDE FOR THE PAYMENT AND COLLECTION OF THE FEE; AND FOR OTHER PURPOSES.

The Council of the City of Plains hereby ordains:

That Section 6-18 of the Code of Ordinances is hereby amended by deleting the clause: "Tour Services\$54.00" in its entirety and substituting in lieu thereof the following ordinance which shall be designated Section 6-18.1:

"SECTION I

Definitions. When used in this ordinance and unless otherwise distinctly expressed, the following words and phrases shall have the meanings set out herein:

A. Entertainment or Amusement. The term "entertainment or amusement" shall include, among others, the following: circuses, motion picture shows, shows of all kinds, all sporting contests and athletic events, including exhibitions, concerts, lectures, vaudeville, bowling, dancing, golf, swimming and bathing, side shows, tour guide services of any kind, amusement parks and all forms of recreation therein, billiards, pool, operatic performances, theatrical performances, and any other form of diversion, sport, past time or recreation.

B. Person. The term "person" shall include an individual, firm, corporation, company, partnership, association, an unincorporated association and any person acting in a fiduciary capacity.

C. Licensee. The term "licensee" shall mean any person who conducts or engages in the business of providing entertainment or amusement.

D. Gross Receipts. The term "gross receipts" shall mean the gross sales of merchandise, including the gross value of products manufactured, and the gross receipts of the business, trade, profession or occupation from all earnings, fees,

commissions, and rentals and from all other income whatsoever arising or growing out of the conduct of the business, trade, profession or occupation without any deduction whatsoever except sales and excise taxes unless otherwise expressly provided herein. If any part of the gross receipts as defined herein arises out of the conduct of the business, trade, profession or occupation outside of the city it shall nevertheless be included in the basis for the fee assessed under this section on said business, trade, profession or occupation except as otherwise provided in this ordinance

SECTION II

There is hereby imposed on every person conducting or engaging in the business of providing entertainment or amusement within the limits of the City of Plains, a business or occupation license fee of 10% of the gross receipts of any such business. Said license fee is in addition to all other taxes imposed by law.

SECTION III

Every person conducting or engaging in the business of providing entertainment or amusement within the limits of the City of Plains shall, on or before July 29, 1977, file with the City Clerk a statement signed and sworn to by such person indicating the gross receipts from the effective date of this ordinance through the quarter ending June 30, 1977. A remittance for amount of the fee assessed by this ordinance shall accompany the statement. Each subsequent quarterly statement thereafter shall be made on or before the thirtieth day of the month following the end of each calendar quarter, based on gross receipts during such calendar quarter. This ordinance shall not apply to any part of any business where such assessment is prohibited by the laws of the State of Georgia or of the United States, nor shall this ordinance apply to any person conducting or engaging in the business of providing entertainment or amusement where admission are to be used exclusively for charitable, eleemosynary, educational

or religious purposes.

SECTION IV

The City of Plains, through its authorized representative or representatives, shall have the right to inspect and audit the books and records of the licensee for the purpose of determining the amount of its gross receipts. All such books and records of every licensee subject to the provisions of this ordinance shall be retained for a period of two years.

SECTION V

Every person conducting or engaging in the business of providing temporary or transitory amusement or entertainment shall be subject to the license fee assessed by this ordinance. Such persons shall obtain a permit from the City Clerk at least 24 hours in advance of any operations conducted within the City of Plains. Such persons shall file a statement on a form prescribed by the City and remittance on the day following the conclusion of operations or at such reasonable time or times as the City Clerk shall determine; Provided, however, that before a permit shall be issued under this section, the applicant for the same shall deposit with the City Clerk a sum of money, or bond in lieu thereof, conditioned upon the faithful compliance with the provisions of this section in an amount to be determined by the City Clerk as sufficient to cover the license fee which shall become due and owing upon the conclusion of temporary or transient operations.

SECTION VI

A failure on the part of any licensee subject to the provisions of this ordinance to pay the license fee herein provided for by the specified time herein stated shall cause the City Clerk to issue execution thereon shall be levied and collected by the City of Plains as other tax executions are levied and collected.

SECTION VII

This ordinance, after its passage according to law, and 30 days notice of its passage being given by certified mail to each licensee subject to the provisions hereof, shall become effective and in full force.

SECTION VIII

All ordinances or parts of ordinances of the City of Plains in conflict with the provisions of this ordinance are hereby repealed.

SECTION IX

Each of the provisions of this ordinance is severable, and if any provision is held invalid, the remaining provisions shall not be affected but shall remain in full force and effect."

APPROVED:

A. L. BLANTON, MAYOR,
CITY OF PLAINS, GEORGIA

ATTEST:

W. C. LAMB, JR., CITY CLERK
CITY OF PLAINS, GEORGIA

APPENDIX B

Model Contract

R-77-107
B-1

AN AGREEMENT BETWEEN THE COUNTY OF
_____ and THE CITY OF
_____ FOR THE PROVISION
OF LAW ENFORCEMENT SERVICES.

THIS AGREEMENT, made and entered into as of the first day
of _____, 19____, by and between the COUNTY OF _____,
a political subdivision of the State of Georgia, hereinafter
referred to as the "County," and the CITY OF _____, a
municipal corporation, hereinafter referred to as the "City:"

W I T N E S S E T H :

WHEREAS, City requires police protection and law enforcement
services and the County is able and willing to provide same to and
within the City; and

WHEREAS, City and County have mutually determined the basic
level of service to be provided, the cost of said services and
method of payment therefor, and in addition thereto, the nature
and level of additional police protection and law enforcement
services as City may desire to obtain and County may be capable of
providing; and

WHEREAS, the appropriate consideration for providing such
police protection and law enforcement services is the cost thereof
to County;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE A. COUNTY'S OBLIGATIONS

Section 1. County shall provide, through the Department of the
Sheriff of County, police protection and law enforcement services
within and to City in accordance with terms and conditions of this
agreement.

- (a) The basic level of services which shall be provided to City by County shall include the availability of continuous 24-hour per day patrol services and response to called-for services in the same manner and at a level not less than that provided to the unincorporated areas of the County adjacent to City. Such level of services shall also include backup and auxiliary services related thereto; including, but not limited to, investigative, support, and supervisory services.

Pursuant to such standard and the additional services requested by City, County shall provide, as a minimum:

- (i) for exclusive use within the City, subject to temporary absence only for emergencies arising in the unincorporated territory,

(level of service-nr. of full time units, or what ever level service is desired by the City)

All such units shall be fully manned and equipped in the same manner as provided by the Sheriff generally in the unincorporated territory.

- (b) County shall provide all supplies, equipment, services and material required for its performance of the foregoing services as well as paying and providing for all salaries; wages, holidays, vacations, worker's compensation, retirement, and all other employee benefits to or for all County officers and employees engaged in such performance.
- (c) The police protection and law enforcement services to be provided by County within City shall include enforcement of the penal statutes of the State of Georgia and of the penal statutes of the City.

Section 2. Day to day administration of the services to be provided hereunder and the determination of the specific services to be provided shall be under the control of the Sheriff, or his designated representative. However, the Sheriff, or his designated representative, shall at

all times be available to confer with the Mayor of City, and whenever feasible and practicable and not in conflict with mandated duties and responsibilities, shall endeavour to provide services agreed to be provided hereunder in accordance with the intent of the City. Both parties hereto shall provide the full cooperation of their respective officers and employees to those of the other party, in the performance of their agreement.

Section 3. County shall transmit monthly statistical reports of crime occurrences, traffic incidents, and other called-for-services within the City to the Mayor, and make available to him, at his request, reports and all other documents pertaining to law enforcement services within the City.

ARTICLE B. STATUS OF COUNTY OFFICERS

Section 4. All personnel provided by County in the performance of this agreement shall be County officers or employees but shall not be deemed to be officers or employees of the City while engaged in such performance for the purpose of the distribution of fines and forfeitures pursuant to _____ (Georgia law which governs same) . Such distribution shall be made as though such County officers and employees are officers or other persons employed by the City.

ARTICLE C. LIABILITY

Section 5. City, its officers, employees and agents shall not be liable for any claims, liabilities, penalties, fines, or for any damage to goods, properties or effects of any person whatsoever, nor for personal injury to or death of them, or any of them, caused by or resulting from or claimed to have been caused by or resulting from any act or omission of County, its officers, employees, agents or representatives in the performance of this agreement; and County hereby agrees to assume the defense of and indemnify and save free and harmless City and its officers, employees, and agents against any and all of the foregoing liabilities and claims therefor, and any cost and expenses that is incurred by City or any of its officers,

employees or agents on account of any claim therefor.

ARTICLE D. COST ANALYSIS, LEVEL OF SERVICE AND FUTURE
AGREEMENTS

Section 6. County shall annually provide an analysis of costs of its police protection and law enforcement services, using generally acceptable and recognized cost accounting methods, according to reasonable and standard identifiable units of such service.

Section 7. City shall, within thirty days after receipt of such analysis, determine the level of police protection and law enforcement services desired within the city, but which level of protection and service shall not be less than that level which is being provided by the county generally within its unincorporated territory.

Section 8. Following the determinations of cost and level of law enforcement service mutually desired for the prospective contract year, said determinations shall be prepared in written form to be submitted to and approved by the City Council of City, and the County Commission of County in time to be effective_____.

ARTICLE E. TERM OF AGREEMENT, TERMINATION RENEWAL
AND MODIFICATION

Section 9. This agreement shall take effect as of _____, and unless sooner terminated as provided for herein, shall terminate_____.

Section 10. This agreement may be terminated as of the end of any calendar quarter by either party hereto by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of such termination.

Section 11. Any changes in the level of services agreed to be provided to City by County hereunder or in the amount or method of payment therefor shall be made only by modification of this agreement, or any of its parts, as agreed upon and approved by City and County.

ARTICLE F.
CITY OBLIGATIONS

Section 12. City shall pay to the County Treasurer, through the Sheriff, in _____ (method of payment-ie. quarterly, annually etc) for the performance of the foregoing police protection and law enforcement services, the sum _____. The amount set forth above to be paid by City is based upon the exclusive use within the City of _____ (restate level of service)

Section 13. City shall, at its own expense, supply any special stationary, supplies, notices or forms which are to be issued in the name of the City.

IN WITNESS WHEREOF, such parties have executed this instrument
as of the day and year first written above.

ATTEST:

CITY OF _____, GEORGIA

By _____,
City Clerk

By _____, Mayor

COUNTY OF _____

By _____
_____, Chairman, County
Commission

Approved at to form and legality
By _____
(City Attorney or County Counsel)

END