



JOINT CITY COUNCIL/
REDEVELOPMENT AGENCY
AGENDA REPORT

DATE: 1/4/2011

AGENDA OF: 1/11/2011

DEPARTMENT: Economic Development

SUBJECT: First Amendment to the Memorandum of Understanding between City and Agency to Fund a Community Service Officer to additionally fund Security Services in the Downtown. (ED/PD)

RECOMMENDATION: City Council resolution authorizing the City Manager to execute the first amendment to the Memorandum of Understanding (MOU) with the Agency for FY 2011 to fund personnel costs in the Police Department associated with providing a full-time Community Service Officer to additionally fund security services to enhance safety in the downtown Merged Earthquake Project Area, in a form approved by the City Attorney.

Redevelopment Agency resolution authorizing the Executive Director to execute the first amendment to the Memorandum of Understanding (MOU) with the City for FY 2011 to fund personnel costs in the Police Department associated with providing a full-time Community Service Officer to additionally fund security services to enhance safety in the downtown Merged Earthquake Project Area, in a form approved by the City Attorney.

BACKGROUND: The City Council of the City of Santa Cruz adopted the Cooperative Retail Management Business Real Property Improvement District (District) in February 1994. One of the purposes of the District included the establishment of a host program to enhance property security by deterring vandalism, graffiti and other acts against property in the District, thereby improving the public perception of the City's downtown area and enhancing the safety and security of those who live, work and conduct business in the downtown area.

Since 1994, the City Council has included funds in the Agency's budget to provide a Community Service Officer to assist in the implementation of the District's goals in the downtown.

DISCUSSION: The City Council approved the original Memorandum of Understanding on July 13, 2010 to fully fund the downtown Community Service Officer in the amount of \$86,000. Based on staffing changes, that position has been unfilled this fiscal year. While the Police Department anticipates filling this assignment soon, there are substantial savings in the project.

In September, the Police Department began a partnership with First Alarm Security for a private security pilot project in the downtown area. The project funds private security services which supplement the sworn uniform presence in response to input from meetings between the Police Department and downtown residents and stakeholders, and it has received overwhelmingly

positive feedback. The project is part of a Police Department effort to increase public safety presence in the downtown area.

The Police Department had planned to end the private security pilot project by January 2011. The Redevelopment Agency and the Police Department would like to fund the private security pilot project through the remainder of the fiscal year from the savings in the Redevelopment appropriation set aside for the Community Service Officer. The private security pilot project costs approximately \$5300 per month. In order to provide these enhanced services, it is necessary for the City and Agency to amend the MOU to add security services to the terms and scope.

FISCAL IMPACT: Funds have been included in the Agency's budget for FY 2011.

Prepared by:
Lydia Tolles
Management Analyst

Submitted by:
Bonnie Lipscomb
Agency Executive Director

Submitted by:
Kevin Vogel
Chief of Police

Approved by:
Martin Bernal
City Manager

ATTACHMENTS:
Resolutions
Memorandum of Understanding

RESOLUTION NO. NS-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA CRUZ
AND THE REDEVELOPMENT AGENCY PERTAINING TO FUNDING FOR PERSONNEL
COSTS IN THE POLICE DEPARTMENT ASSOCIATED WITH PROVIDING A
FULL-TIME COMMUNITY SERVICE OFFICER AND FOR FUNDING FOR
SECURITY SERVICES IN THE DOWNTOWN

WHEREAS, the Redevelopment Agency (Agency) and the City of Santa Cruz (City) have identified a need within the Merged Earthquake Redevelopment Project Area for a Cooperative Retail Management Business Real Property Improvement District (District) Program in order to enhance property security by deterring vandalism and other acts against property in the district, thereby improving the public perception of the City's downtown area and enhancing the safety and security of those who live, work and conduct business in the downtown area; and

WHEREAS, the Agency has identified a need for staff services and security services to assist with implementation of such program in an effort to eliminate blighting influences in the Project Area; and

WHEREAS, the Agency and the City intend to enter into an amended Memorandum of Understanding to provide services in connection with such District Program; and

WHEREAS, it is appropriate that redevelopment funds be allocated to such a project to facilitate the elimination of blighting influence and to improve the public services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz, contingent upon Redevelopment Agency action, that the City Manager be and hereby is authorized to execute the first amendment to the Memorandum of Understanding between the City of Santa Cruz and the Redevelopment Agency upon the terms and conditions as presented to the Council this date.

PASSED AND ADOPTED this 11th day of January, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

RESOLUTION NO.

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CRUZ
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SANTA CRUZ AND THE REDEVELOPMENT AGENCY PERTAINING TO FUNDING FOR
PERSONNEL COSTS IN THE POLICE DEPARTMENT ASSOCIATED WITH
PROVIDING A FULL-TIME COMMUNITY SERVICE OFFICER AND FOR FUNDING
FOR SECURITY SERVICES IN THE DOWNTOWN

WHEREAS, by Ordinance Nos. 90-40 and 90-41, adopted on November 13, 1990, the City Council of the City of Santa Cruz (the "Council") approved and adopted the Redevelopment Plan (the "Merged Redevelopment Plan") for the Merged Earthquake Recovery and Reconstruction Project (the "Merged Project"); and

WHEREAS, on December 9, 2009, the Agency adopted a Five-Year Implementation Plan pursuant to Section 33490 of the California Redevelopment Law wherein specific projects and programs were set forth, including actions and expenditures to be made within the term of the Implementation Plan and further described how these projects and programs would alleviate blight; and

WHEREAS, the Five-Year Implementation Plan as amended provides for programs to improve socio-economic conditions; and

WHEREAS, the Redevelopment Agency of the City of Santa Cruz (Agency) and the City of Santa Cruz (City) have identified a need within the Merged Earthquake Redevelopment Project Area for a Cooperative Retail Management Business Real Property Improvement District (District) Program in order to enhance property security by deterring vandalism, graffiti and other acts against property in the district, thereby improving the public perception of the City's downtown area and enhancing the safety and security of those who live, work and conduct business in the downtown area, and

WHEREAS, the Agency has identified a need for staff services and security services to assist with implementation of such program in an effort to eliminate blighting influences in the Project Area; and

WHEREAS, Section 33035 of the California Redevelopment Law specifies that blighted areas contribute substantially and increasingly to the problems of, and necessitate excessive and disproportionate expenditures for, crime prevention, correction, prosecution, and punishment, the treatment of juvenile delinquency, the preservation of the public health and safety, and the maintaining of adequate police, fire, and accident protection and other public services and facilities; and

WHEREAS, the Agency and the City intend to enter into an amended Memorandum of Understanding to provide said staff services and security services in connection with such District Program; and

RESOLUTION NO.

WHEREAS, the services outlined in the Memorandum of Understanding are above the baseline level of services provided by the Police Department in the Downtown area; and

WHEREAS, it is appropriate that redevelopment funds be allocated to such a project to facilitate the elimination of blighting influence and to improve the public services.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Santa Cruz, and contingent upon City Council action, that the Executive Director be and hereby is authorized to execute the first amendment to the Memorandum of Understanding between the City of Santa Cruz and the Redevelopment Agency upon the terms and conditions as presented to the Agency this date.

PASSED AND ADOPTED this 11th day of January, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Chair

ATTEST: _____
Executive Director

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA CRUZ AND
THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CRUZ
FOR FUNDING FOR PERSONNEL COSTS IN THE POLICE DEPARTMENT ASSOCIATED
WITH PROVIDING A FULL-TIME COMMUNITY SERVICE OFFICER AND FOR
FUNDING FOR SECURITY SERVICES IN THE DOWNTOWN

This Memorandum of Understanding (MOU) is entered into this ____ day of ____, 2011, by and between the City of Santa Cruz, a municipal corporation, hereinafter referred to as the "City" and the Redevelopment Agency of the City of Santa Cruz, a public body, corporate and politic, hereafter referred to as "Agency" for the purpose of defining the relationship between the Agency and City related to the provision of staff services for supervising the Cooperative Retail Management Business Real Property Improvement District (District) activities and to assist the downtown Santa Cruz rebuilding efforts and to the provision of security services in the downtown area.

WHEREAS, on February 22, 1994, the City Council of the City adopted proceedings pursuant to the Parking and Business Improvement Area Law of 1989 establishing the District; and

WHEREAS, in furtherance of the objectives of said District, the Downtown Management Corporation was formed to serve in an advisory capacity to the City on the activities of the District; and

WHEREAS, the parties named above have identified a need within the Merged Earthquake Redevelopment Project Area in the City of Santa Cruz to enhance property security by deterring vandalism and other acts against property in the District thereby improving the public perception of the City's downtown area and enhancing the safety and security of those who live, work and conduct business in the downtown area; and

WHEREAS, the Agency has indicated a need for on-site assistance to ensure that services, benefits, and information are provided to visitors, workers and residents in the downtown area; and

WHEREAS, Section 33126(b) of the California Redevelopment Law provides that an Agency may contract for staff services required by redevelopment; and

WHEREAS, the Five-Year Implementation Plan provides for programs to improve socio-economic conditions; and

WHEREAS, the Agency and City intend to enter into this agreement to provide the services set forth in this agreement to meet the objectives of the Redevelopment Plan subject to funds being made available in the Agency's FY 2011 budget.

IT IS THEREFORE AGREED between the Agency and the City as follows:

1. ROLE OF THE PARTIES:

Agency shall pay to the City funds in an amount not to exceed Eighty Six Thousand Dollars (\$86,000) to pay for staff services to assist with implementation of the District area and for private security services to enhance the uniformed presence activities in the Project Area in downtown Santa Cruz for the period from July 1, 2010 to June 30, 2011.

The City shall select a Community Service Officer to perform such services (1 Full Time Equivalent) and whose duties and functions shall be as set forth in Attachment A. The City shall contract with a private security service to provide additional patrols downtown. Agency and City agree that they have a mutual interest in ensuring that the District's activities and program are a success in the provision of services and as such will provide assistance in such a manner that it will assist in the removal of blighting influences.

2. ROLE OF THE COMMUNITY SERVICE OFFICER

The duties and responsibilities of the Community Service Officer position are described in Attachment A of this agreement. The carrying out of these responsibilities shall be documented and incorporated into the monthly activity report maintained by the Community Service Officer. Such report will include, among other things, the types of inquiries and assistance provided, contacts made, reports taken, and the hours of work.

3. ROLE OF THE PRIVATE SECURITY SERVICE

The duties and responsibilities of the private security service will be determined by the Police Department and laid out in the contract with the security service. The Police Department will periodically report security service activities to the Redevelopment Agency.

4. COSTS FOR OPERATION IN FY 2011

Unless amended, this Agreement shall be continued at the same annual rate.

5. NON-DISCRIMINATION

There shall be no discrimination in the provision of services on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, height, weight or physical characteristics, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and Sections 503 and 504 of the Rehabilitation Act of 1973, rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this agreement; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. Agency will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, height, weight or physical characteristics.

6. TERM

This MOU expires on June 30, 2011. If either party intends to discontinue this Agreement, a written notice shall be provided to that effect to the other party no later than April 1, 2011.

7. MODIFICATION OF THIS AGREEMENT

The terms of this MOU may be modified by mutual agreement of the parties to the agreement.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the date first written above.

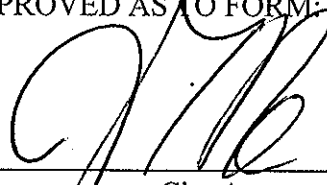
REDEVELOPMENT AGENCY OF THE
CITY OF SANTA CRUZ

By: _____
Bonnie Lipscomb, Executive Director
Date: _____

CITY OF SANTA CRUZ

By: _____
Martin Bernal, City Manager
Date: _____

APPROVED AS TO FORM:



City Attorney
Date: 12-13-10

Attachment A

DUTIES AND RESPONSIBILITIES

Community Service Officer

The Community Service Officer shall be responsible for the following activities:

- Takes/investigates crime and traffic reports which are low risk in nature or are not in progress.
- Handles both emergency and non-emergency calls to assist citizens and hospitality guides.
- Handles re-contacts on crime reports to obtain further information.
- Performs general patrol duties, both on foot and in vehicles, as a crime deterrent.
- Reports problems to or calls for assistance from City Police, Fire or other departments as appropriate.
- Enforces municipal code violations; gives warnings; issues citations for violations of local ordinances.
- Maintains a uniformed presence; assists public and merchants by providing security, answering questions and providing information.
- Presents crime prevention information to citizen groups and businesses.
- Transports victims, witnesses and prisoners, as needed.
- Checks security of buildings, detects fire and liability hazards.
- Identifies immediate maintenance problems in buildings and structures.
- Appears in court as necessary.
- Performs related duties as assigned.

Because of the specific nature of the Downtown assignment, the Community Service Officer functions as a resource and source of support for the Hospitality Guides and the Community Social Services Worker assigned to the downtown area.