

Meeting Date: 12/17/2013

Report Type: Consent

Report ID: 2013-00921

Title: Reimbursement Agreement with Downtown Sacramento Partnership for Community Prosecutor Program Services

Location: District 4

Issue: Since 2006, the District Attorney's Office has dedicated a Community Prosecutor to address criminal and code enforcement issues within a targeted downtown area. The current reimbursement agreement expires December 31, 2013 and, given the success of the program in solving problems, staff is recommending the City execute a reimbursement agreement with the Downtown Sacramento Partnership for one year, with the option to renew for one additional year.

Recommendation: Pass a Motion authorizing the City Manager, or designee, to execute a reimbursement agreement with the Downtown Sacramento Partnership for Community Prosecutor Program services for a one-year term for \$85,579, with an option to renew for one additional year in an amount not-to-exceed \$89,858 for the second year.

Contact: Mark Prestwich, Special Projects Manager, (916) 808-5380, Office of the City Manager

Presenter: None

Department: City Manager

Division:

Dept ID:

Attachments:

1-Description/Analysis

2-Background

3-Map

4-Agreement

City Attorney Review

Approved as to Form

Gustavo Martinez

12/12/2013 10:22:56 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

12/2/2013 2:58:10 PM

Approvals/Acknowledgements

Department Director or Designee: Mark Prestwich - 12/11/2013 4:10:37 PM

Description/Analysis

Issue Detail: The Community Prosecutor Program (CPP) involves a long-term partnership between the District Attorney's Office, law enforcement, public agencies, and private organizations, whereby the authority of the District Attorney's Office is used to solve problems, provide public safety, and enhance the quality of life in the area targeted.

For calendar year 2014, the total cost of the CPP is estimated at \$251,816 with the following organizational breakdown:

Downtown Sacramento Partnership	Sacramento Regional Transit	City of Sacramento
\$118,008	\$48,230	\$85,579

Policy Considerations:

Economic Impacts: Not applicable

Environmental Considerations: Not applicable

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: This program successfully leverages the resources among partners to address problem issues. The CPP is a vital component in the economic development and revitalization of downtown and the surrounding areas.

Financial Considerations: The cost of the CPP is based on the direct cost of services of the District Attorney's Office. The cost for calendar year 2014 is \$251,816. This City's contribution is \$85,579 which represents 34% of the program's total cost. The City's portion is funded from General Fund budgeted resources including non-departmental, Police Department and Economic Development Department. The optional second year of the contract anticipates a 5% increase with a not-to-exceed amount of \$89,858.

Emerging Small Business Development (ESBD): Not applicable.

Background

The Community Prosecutor Program for the downtown area dates back to 2006 and has been renewed each year since inception.

In working with law enforcement and the community to craft solutions, the Community Prosecutor utilizes a wide range of tools including, but not limited to, criminal and civil prosecution, probation and parole violations, informal meetings with Community Prosecutor partners and stakeholders, the legislative process, training, and community outreach programs.

Since February 2013, the Community Prosecutor has prosecuted 125 new criminal cases and violations of probation that occurred in the downtown area. Additionally, the Community Prosecutor has worked on 48 additional cases assigned to fellow Deputy District Attorneys to ensure the concerns of CPP partners were addressed during the resolution of those cases. As a result of this work, the Courts have issued 87 stay away orders prohibiting defendants from returning to various areas of the downtown core. These stay away orders help reduce recidivism in the downtown area and allow for further legal consequences if the offenders return to the prohibited areas.

Additionally, the Community Prosecutor often partners with the City Attorney's Office and Sacramento Police Department to address nuisance properties within the downtown area (see attached map).

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into on _____, 2013 by and between the City of Sacramento, a municipal corporation and charter city, (“CITY”), and the **DOWNTOWN SACRAMENTO PARTNERSHIP, INC.**, a California corporation (“DSP”).

RECITALS

DSP and City have entered into this Agreement with reference to the following facts and circumstances:

WHEREAS, the Community Prosecutor Program for the downtown area dates back to 2006 and has proven successful in addressing law enforcement solutions specific to the central City;

WHEREAS, the program has been renewed each year since inception;

WHEREAS, this program successfully leverages the resources among partners, including the City of Sacramento, Sacramento Regional Transit and the DSP, to address problem issues and enhance the quality of life in the area targeted.

WHEREAS, the Community Prosecutor program is a vital component in the economic development and revitalization of downtown and the areas surrounding Regional Transit’s light rail stations in the downtown area; and

WHEREAS, the DSP and the City now desire to enter into a reimbursement agreement to set forth the City’s obligation to fund the Community Prosecution Program services for the twelve month period January 1, 2014 to December 31, 2014.

NOW THEREFORE, DSP and the City agree as follows:

1. REIMBURSEMENT

The City shall reimburse DSP for Community Prosecution Program services not to exceed \$85,579 for the first year under this reimbursement agreement.

Reimbursement costs for optional year two shall not exceed \$89,858. Any increases shall be based on costs increases incurred by the District Attorney.

2. TERM OF AGREEMENT

The initial term of the agreement shall be for services from January 1, 2014 to December 31, 2014. The City Manager is authorized to extend the term for one additional year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first hereinabove appearing.

**Downtown Sacramento
Partnership**



Michael Ault, Executive Director
Downtown Sacramento Partnership

City of Sacramento

John Dangberg, Assistant City Manager
For: John F. Shirey, City Manager

ATTEST:

Gustavo L. Martinez
Supervising Deputy City Attorney

City Clerk