



**Board of Directors Meeting  
San Leandro Improvement Association  
Thursday, July 9, 2020, 8:30 a.m. – 10:00 a.m.  
Telephonic Meeting  
Dial In: 1 (669) 900-6833 Meeting ID: 292 409 5566**

**AGENDA:**

1. Call to Order – President, Emily Griego
2. Roll Call – Secretary, Katie Bowman
3. Public Comment – Announcements (8:40)
4. Board Planning Session— Pres. Emily Griego
  - a. *Determine date for in person or Zoom planning session*
5. Approval of Minutes (8:50) **Action Item**
  - a. **May 14, 2020**
6. Review of Financials – M. Mack-Rose (8:52)
7. Executive Director Report (9:02)
8. Agreement for Supplemental Security Services (9:10) **Action Item**
  - a. Recommendation for Cancellation
9. Sidewalk Operations, Beautification, & Order (SOBO) (9:20) **Information Only**
  - a. *State of the District Presentation—M. Mack-Rose*
  - b. *Street's Plus Presentation—Melia Solheim*
  - c. *Potential Budget Scenarios—M. Mack-Rose*
10. Deep Cleaning Power-washing of Estudillo & Joaquin Plazas (10:15) **Action Item**
  - a. *Review and acceptance of proposal*
11. Next Board Meeting (10:25)

**BROWN ACT:** Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The Corporation posts all Board and Committee agendas at 384 W. Estudillo Avenue, San Leandro, CA 94577. This meeting is noticed and conducted pursuant to § 54953(b) as amended by Executive Order N-25-20. Action may not be taken on items not identified as such and posted on the agenda.

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**SAN LEANDRO IMPROVEMENT ASSOCIATION**



**San Leandro Improvement Association**

**Board Meeting Minutes**

**May 14, 2020 – 8:30 a.m.**

**Telephonic**

**Present:** Pete Ballew, Katie Bowman (Secretary), Deborah Cox, Nicole Franklin, Gordon Galvan, Emilio Garcia, Emily Griego (President), Shannon Hackley, Robert Jones, Jacqueline Montero-Flynn, Betty Shon, Angele Sweet, Long Van Nguyen (Treasurer), and Kimberly Pace (Vice-President)

**Absent:** David Irmer, Ted Van Nguyen, Matt Holmes

**Guests:** Officer Joe Camarillo

**Staff:** Morgan Mack-Rose

**MINUTES:**

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
<b>1. Introductions</b>	<p>At the start of the meeting the following was read into the record:</p> <p>Prior to roll call, I would like to make clear for the record of this meeting, and it should be reflected in the minutes, that this meeting is conducted pursuant to California Government Code Section 54953, in that all members are participating by speakerphone. In accordance with the Ralph M. Brown Act, the teleconference participation information has been identified in the notice and agenda for this meeting.</p> <p>We will be recording attendance and all votes by Roll Call.</p>	
<b>2. Public Comment-Announcements</b>	<b>E. Griego</b> announced Chamber webinar for best practices for re-opening next Tuesday. On	<b>INFORMATION</b>

**SAN LEANDRO IMPROVEMENT ASSOCIATION**

# Downtown SAN LEANDRO

	<p>Wednesday will be Online Business Forum on the impact of COVID in their sector.</p> <p><b>D. Cox</b> said there is funding for 60 small business grants, there are 300 applicants. The City gave \$15,000 to local food banks and continues to work with the homeless population. The City works with the Disaster Council which meets weekly and the recordings are available on the City website. The Public Safety Camera contract was pulled from the City agenda. She will alert the committee when it returns and is looking for support for the item. Council members have been calling seniors directly to help reduce feelings of isolation.</p> <p><b>K. Bowman</b> said the San Leandro City COVID-19 page has just been updated and there are many resources for small businesses. The City is looking to use new CDBG (Comm. Dev. Block Grants) money to help with community needs.</p> <p><b>Officer Camarillo</b> SLPD continue to work with businesses on SIP compliance and educating them that the County order supersedes the State order. The State has three hotels within the County that is housing homeless people for about three months as they transition into more permanent resources (shelters.) There has been an increase in crime calls (shop lifting) at the CVS in the Village Market Place. There are security guards at the Plaza which is helping there. There was a significant graffiti incident several weeks ago but hasn't recurred to that extent.</p>	
<p><b>3. Executive Director Report</b></p>	<p><b>M. Mack-Rose</b> indicated that the Casa grounds remain closed and SLIA tables and chairs are stowed until notice from the City. The SLIA crew continues to disinfect high-touch areas in the District.</p> <p>The PPP forgivable loan in the amount of \$27,500 has been processed and will be deposited into our account soon. (<b>L. Nguyen</b>)</p>	<p><b>INFORMATION</b></p>

**SAN LEANDRO IMPROVEMENT ASSOCIATION**

# Downtown SAN LEANDRO

	<p>and <b>S. Hackley</b> recommend opening a separate bank account for the funds to facilitate necessary documentation for loan forgiveness).</p> <p>She is also conducting informational interviews with other BIDs in the area to create a matrix comparing operations and looking for best practices that may improve our District.</p> <p>She will be making some policy changes to the employee manual including reducing the grace period for to be consider “on-time” from seven minutes to two. Additionally, it will be required that all crew members are on their assigned route or task no later than 15 minutes after their shift starts. And the dress code will be tightened up with the ordering of collared shirts and required cap for easy identification and branding of the district.</p>	
<p><b>4. Approval of Minutes</b>  <b>a. March 12, 2020</b>  <b>b. March 24, 2020</b>  <b>c. May 1, 2020</b></p>	<p>All minutes were approved as presented.          March 12, 2020: <b>D. Cox/L. Nguyen/Carried</b>          March 24, 2020: <b>D. Cox/L. Nguyen/Carried</b>          May 1, 2020: <b>D. Cox/L. Nguyen/Carried</b></p>	<p><b>APPROVED</b></p>
<p><b>5. Review of Financials</b></p>	<p><b>M. Mack-Rose</b> presented a new format for reviewing monthly financials. The Board agreed that the format of Actuals from previous month(s), YTD Actuals, Approved Budget, and percent of budget spent, worked for them.</p>	<p><b>INFORMATION</b></p>
<p><b>6. Mid-Year Budget Revision</b></p>	<p><b>M. Mack-Rose</b> presented changes to the approved budget which account for her salary, other operational changes, and additions to the DISI program. Overall, there was a 3% increase in allocations and a 14% reduction of the unallocated funds. She noted that the ED salary split across the three program areas may need to be adjusted to stay in alignment with the Management Plan. This would not change the actual net. The motion to accept the Mid-Year Budget Revisions as presented was accepted.</p>	<p><b>APPROVED</b>          Motion: G. Galvan          Second: D. Cox          Unanimous</p>

**SAN LEANDRO IMPROVEMENT ASSOCIATION**

# Downtown SAN LEANDRO

<p><b>7. SLIA Decision Making Matrix</b></p>	<p><b>M. Mack-Rose</b> presented a document to specify decision making authority within the organization. <b>G. Galvan</b> suggested that the current authority/process be noted to compare with the proposed matrix. He also cautioned about requiring a super-majority for all board decisions. <b>D. Cox</b> noted that having a document like this helps avoid confusion between staff and board members.</p> <p>It was agreed to table adoption of the matrix for further discussion at the upcoming board strategic planning session.</p>	<p><b>TABLED</b></p>
<p><b>8. Committee Reports</b></p> <ul style="list-style-type: none"> <li>a. <b>Exec</b></li> <li>b. <b>DISI</b></li> <li>c. <b>SOBO</b></li> </ul>	<p><b>Exec: E. Griego</b> noted changes in the agenda were made to improve meeting flow. She reminded the board that everyone needs to participate on a committee. SOBO especially needs more members. The Land Use Committee does not count towards fulfilling that requirement given its ad hoc nature. She polled the board about having a half-day strategic planning session on July 9<sup>th</sup> and all agreed.</p> <p><b>DISI: E. Garcia</b> reported the committee is still working on the Mosaic Planter project and looking for appropriate vendors to honor commitments made to planter sponsors. We talked about smaller, more nimble events pending County SIP orders.</p> <p><b>SOBO: G. Galvan</b> echoed the need for more members on the SOBO Committee (<b>N. Franklin &amp; L. Nguyen</b> will join). The committee reviewed power-washing services. Staff is looking at quotes for quarterly cleanings by a vendor with spot cleaning by the SLIA crew. They also spoke about street cleaning program. Originally Block-By-Block included an element of “security” with its ambassador program but when we brought street operations in-house, security is contracted out through SLPD. The committee is reviewing whether this is the model to continue with.</p> <p><b>M. Mack-Rose</b> noted that she will be collecting</p>	<p><b>INFORMATION</b></p>

**SAN LEANDRO IMPROVEMENT ASSOCIATION**

# Downtown SAN LEANDRO

	<p>bids for sidewalk steam-cleaning and street operations for the board to consider at the planning meeting. She will also poll board members of each committee to find a meeting time that works best moving forward.</p> <p><b>L. Ngyuen</b> suggested that continuing to use Zoom meetings for committees would make it easier for board members to participate. <b>S. Hackley</b> suggested a hybrid model after the SIP is lifted.</p>	
<p><b>9. Next Board of Directors Meeting</b></p>	<p>Half-day Strategic Planning Session July 9, 2020 9 a.m. – 2 p.m. Location TBD.</p>	<p><b>INFORMATION</b></p>

Minutes taken by M. Mack-Rose

DRAFT

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## SAN LEANDRO IMPROVEMENT ASSOCIATION

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**San Leandro Improvement Association**  
**APPROVED Mid-Year Budget Revise**



	ACTUAL YTD Dec '19 - YTD	APPROVED Budget	PROPOSED Budget	DELTA	% CHANGE	Notes
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
Interest Earned	0.21					
Assessment Income	284,415.47	447,873.57	447,873.57			
Delinquency	0.00	-12,000.00	-12,000.00			
Carry Forward	0.00	2,788.00	2,788.00			
Programs Income						
Holiday	7,401.10					
Total Programs Income	<u>7,401.10</u>					
Total Income	<u>291,816.78</u>	438,661.57	438,661.57			
Gross Profit	291,816.78	438,661.57	438,661.57			
<b>Expense</b>						
<b>ADMIN</b>						
Annual Elections / Mailing	0.00	240.00	240.00			
Bank Charges/CC Interest Charge	327.63	1,000.00	1,000.00			
Loan Interest	0.00	2,081.00	2,081.00			
<b>Staff Administration</b>						
Gross Wages	3,064.55					
PR Taxes	-505.63					
IRA Match	0.00	0.00	2,250.00	2,250.00		By contract
Staff Administration - Other	17,600.00	52,800.00	28,996.50			20% of ED Salary
Total Staff Administration	20,158.92	52,800.00	31,246.50	-21,553.50		
Accounting	2,590.00	1,600.00	3,000.00	1,400.00		Quickbooks Training & Clea
Association Dues	75.00	100.00	800.00	700.00		CA Downtown Assoc & SL F
Travel & Conferences						
Rent	4,500.00	9,000.00	9,000.00			
Insurance	2,082.98	5,200.00	5,747.74	547.74		Premium increased
Office Supplies / Equipment	2,923.35	0.00	3,500.00	3,500.00		Primarily computer equipme
Board Meetings / Retreats	72.00	0.00	72.00			
Meeting Refreshments	0.00	350.00	350.00			
Legal	80.00		80.00			
Phone and Communications	704.07	1,700.00	1,725.00	25.00		ED cell, internet, Zoom, VOII
Printing	476.25	700.00	1,200.00	500.00		Annual Report printing
Office Cleaning	1,102.27	3,000.00	3,000.00			
Total ADMIN	35,092.47	77,771.00	63,042.24	-14,728.76	-19%	

	ACTUAL YTD Dec '19 - YTD	APPROVED Budget	PROPOSED Budget	DELTA	% CHANGE	Notes
<b>DISI</b>						
Advertising	100.17	2,000.00	2,000.00			
Branding / Signage	0.00	1,000.00	1,000.00			
Public Space Dev.	0.00	2,000.00	3,000.00	1,000.00		Mosaic Planters
PR Consultant	0.00	0.00				
Social Media	6,000.00	19,200.00	6,000.00	-13,200.00		Cancelled contract
DISI Staff Admin						
DISI Admin Payroll Tax	-505.63					
DISI Staff Admin - Other	6,288.47	3,000.00	15,565.00			
<b>Total DISI Staff Admin</b>	<b>5,782.84</b>	<b>3,000.00</b>	<b>15,565.00</b>	<b>12,565.00</b>		20% ED salary
Seasonal Displays	0.00	2,000.00	2,000.00			
Newsletters	57.00		225.00	225.00		E newsletter application
Special Events			3,000.00	3,000.00		Smaller events if possible
Holiday Event	2,297.50		2,297.50			This was Xmas Tree 2019
<b>Total Special Events</b>	<b>2,297.50</b>	<b>0.00</b>	<b>5,297.50</b>	<b>5,297.50</b>		
Web Site	18.17		1,240.00	1,240.00		2 yr renewal + maintenance
<b>Total DISI</b>	<b>14,255.68</b>	<b>29,200.00</b>	<b>36,327.50</b>	<b>7,127.50</b>	<b>24%</b>	
<b>SOBO</b>						
Sidewalk Cleaning Operations						
Sidewalk Cleaning Operations - Other	0.00	165,000.00	165,000.00			
<b>Total Sidewalk Cleaning Operations</b>	<b>75,621.94</b>	<b>165,000.00</b>	<b>165,000.00</b>			
Supplies, Equip, Uniforms	2,794.98	4,000.00	4,000.00			
SOBO Communications	0.00	0.00	840.00	840.00		Crew cell stipend \$30 per mo
Public Space Maintenance	2,065.00	5,000.00	5,000.00			
Nursery Supplies & Equipment	1,751.58	3,500.00	3,500.00			
Rent / Storage	4,500.00	9,000.00	9,000.00			
Security	42,462.00	84,924.00	84,924.00			
SOBO Admin						
SOBO Admin Payroll Tax	-1,054.54					
SOBO Admin - Other	13,265.37	19,200.00	37,785.00			
<b>Total SOBO Admin</b>	<b>12,210.83</b>	<b>19,200.00</b>	<b>37,785.00</b>	<b>18,585.00</b>		60% ED salary
Vehicle Related						
Gas	617.85	2,520.00	2,520.00			
Vehicle Repairs & Maintenance	1,008.15	2,480.00	2,480.00			
<b>Total Vehicle Related</b>	<b>1,626.00</b>	<b>5,000.00</b>	<b>5,000.00</b>			
SOBO Contingency	765.44	1,500.00	1,500.00			
<b>Total SOBO</b>	<b>143,797.77</b>	<b>297,124.00</b>	<b>316,549.00</b>	<b>19,425.00</b>	<b>7%</b>	
<b>Total Expense</b>	<b>193,145.92</b>	<b>404,095.00</b>	<b>415,918.74</b>	<b>11,823.74</b>	<b>3%</b>	
Net Ordinary Income	98,670.86	34,566.57	22,742.83			
Other Income/Expense						
Other Expense						
Admin 2017-18	7,000.00		7,000.00			
<b>Total Other Expense</b>	<b>7,000.00</b>		<b>7,000.00</b>			
Net Other Income	-7,000.00	0.00	-7,000.00			
<b>Net Income</b>	<b>91,670.86</b>	<b>34,566.57</b>	<b>29,742.83</b>	<b>-4,823.74</b>	<b>-14%</b>	



## May & June Budget Performance Executive Summary

With five months left to go in our fiscal year, we have spent 60% of our overall budget, and we remain on track. However, we have been down one crew member since mid-May. The cost savings in payroll has offset the underestimated costs for SOBO supplies and expenses. Were we to return to a full crew, we would see our net balance at the end of the year be several thousand dollars less than our adopted budget anticipates. Additionally, we can our insurance costs will be increasing this year as we obtain appropriate Employment Practices Liability Insurance (EPLI).

The following are items from the May & June Performance Budget that warrant explanation:

- **Income**  
We received \$41,118 in assessment income. We are expecting an additional \$122,340 in July. Because of COVID, the City advises us that all payments from the County Assessor's office have been delayed.  
We also received a \$4,000 SBA Grant related to COVID.
- **Prior Year Expense**  
The City did an audit of our account and discovered that the \$7,077 March 2019 payment for enhanced SLPD services did not clear. I have reissued the payment; it is reflected at the bottom of the spreadsheet under "Prior Year Expense."
- **Decrease in Budget Net-Profit**  
Our adopted budget did not reflect two prior year expenses: \$7,000 for NCA services rendered in 2018 and \$7,077 for the March 2019 SLPD contract. As these are known expenses, I amended the budget to reflect that as well as the which drops our end of year net profit to \$8,666.
- **2020 Interest Payment for City of San Leandro Loan**  
The Board approved payment for January and June interest payments at the February meeting. NCA did not make the payment at that time. Payment for \$2081.11 was made in June. As a reminder, this is an interest-only payment until January 2022. After that, bi-annual payments totaling approximately \$14,500 per year will be due.
- **SOBO Supplies and Equipment**  
In general, NCA underestimated the monthly cost for SOBO supplies and equipment. With five months left in the fiscal year, we have spent 88% of the \$4,840 budget. NCA purchased the least expensive equipment, and it doesn't hold up over time. Additionally, the crew was never instructed on how to maintain it. As an example, in June, our leaf blower died and was not worth repairing. I purchased a professional-grade leaf blower (the lowest cost model for that grade) for \$500.
- **COVID Related Loans**  
On May 14, 2020, we received a PPP Loan for \$27,500. While this is a forgivable loan, it is listed as a liability. There may be an opportunity for an additional low-interest 30-year SBA loan, which we can discuss at the Board Strategic Planning session.

**San Leandro Improvement  
Balance Sheet Standard  
As of June 30, 2020**

12:32 PM

07/06/20

Cash Basis

Jun 30, '20

**ASSETS**

**Current Assets**

**Checking/Savings**

**Fremont General Account** 121,581.34

**Fremont Payroll Account** 8,599.43

**Total Checking/Savings** 130,180.77

**Total Current Assets** 130,180.77

**TOTAL ASSETS** **130,180.77**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

**Accounts Payable** -225.55

**Total Accounts Payable** -225.55

**Other Current Liabilities**

**PPP Loan** 27,500.00

**San Leandro Loan 2017** 70,139.31

**Total Other Current Liabilities** 97,639.31

**Total Current Liabilities** 97,413.76

**Total Liabilities** 97,413.76

**Equity**

**Opening Balance Equity** 122,325.20

**Unrestricted Net Assets** -180,042.17

**Net Income** 92,325.73

**Total Equity** 34,608.76

**TOTAL LIABILITIES & EQUITY** **132,022.52**

**San Leandro Improvement Association**  
**Profit and Loss Budget vs. Actual**  
**May & June 2020**

1.00

	May '20	Jun '20	ACTUAL YTD Dec '19 - Jun '20	APPROVED Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Assessment Income		41,118	325,534	447,874	73%
Delinquency				-12,000	0%
Carry Forward				2,788	0%
Total Programs Income			7,401		
Non Assessment Revenue	4,000	0	4,000		
<b>Total Income</b>	<b>4,000</b>	<b>41,118</b>	<b>336,935</b>	<b>438,662</b>	<b>77%</b>
<b>Gross Profit</b>	<b>4,000</b>	<b>41,118</b>	<b>336,935</b>	<b>438,662</b>	<b>77%</b>
<b>Expense</b>					
<b>Administration</b>					
Annual Elections / Mailing			0	240	0%
Bank Charges/CC Interest Charge	46		328	1,000	33%
Loan Interest		2,081	2,081	2,081	100%
<b>Total Staff Administration</b>	<b>1,308</b>	<b>1,308</b>	<b>23,280</b>	<b>31,247</b>	<b>75%</b>
Accounting	990	200	2,790	3,000	93%
Dues and Subscriptions	0	625	700	800	88%
Rent	750	750	6,000	9,000	67%
Insurance	524	524	2,607	5,748	45%
Office Supplies / Equipment	1,780	108	3,031	3,500	87%
Board Meetings / Retreats			72	72	100%
Meeting Refreshments			0	350	0%
Legal			80	80	100%
Phone and Communications	205	355	1,059	1,725	61%
Printing			476	1,200	40%
Office Cleaning	226	226	1,553	3,000	52%
<b>Total Administration</b>	<b>5,829</b>	<b>6,177</b>	<b>44,058</b>	<b>63,043</b>	<b>70%</b>
<b>DISI</b>					
Advertising	15		100	2,000	5%
Branding / Signage			0	1,000	0%
Public Space Dev.			0	3,000	0%
PR Consultant			0	0	0%
Social Media			6,000	6,000	100%
DISI Staff Admin	1,308	1,308	8,904	15,565	57%
Seasonal Displays			0	2,000	0%
Newsletters			57	225	25%
Total Special Events			2,298	5,298	43%
Web Site			18	1,240	1%
<b>Total DISI</b>	<b>1,323</b>	<b>1,308</b>	<b>17,377</b>	<b>36,328</b>	<b>48%</b>
<b>SOBO</b>					
Total Crew Expense (Payroll, Ins, Tax)	12,759	10,039	97,037	165,000	59%
Total Supplies, Equip, Uniforms	607	1,418	4,303	4,840	89%
Public Space Maintenance	430	860	2,925	5,000	59%
Nursery Supplies & Equipment			1,752	3,500	50%
Rent / Storage	750	750	6,000	9,000	67%
Security	7,077	7,077	49,539	84,924	58%
SOBO Admin	3,923	3,923	21,111	37,785	56%
Total Vehicle Related	466	732	2,358	5,000	47%
SOBO Contingency	0	0	765	1,500	51%
<b>Total SOBO</b>	<b>26,012</b>	<b>24,800</b>	<b>185,790</b>	<b>316,549</b>	<b>59%</b>
<b>Total Expense</b>	<b>33,164</b>	<b>32,284</b>	<b>247,225</b>	<b>415,919</b>	<b>59%</b>
<b>Net Ordinary Income</b>	<b>-29,164</b>	<b>8,834</b>	<b>89,710</b>	<b>22,743</b>	
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
Admin 2017-18			7,000		
Prior year expenses			7,077		
<b>Total Other Expense</b>			<b>14,077</b>		
<b>Net Other Income</b>			<b>-14,077</b>	<b>-14,077</b>	
<b>Net Income</b>	<b>-29,164</b>	<b>8,834</b>	<b>75,633</b>	<b>8,666</b>	

**Supporting Documentation for Agenda Item 7**  
**Agreement for Enhanced Police Services**

**Background**

The City of San Leandro has long recognized the importance of providing enhanced police services in the downtown area and had a fulltime officer assigned to that duty. On October 1, 2015, the San Leandro Improvement Association entered into an agreement with the City to underwrite half the cost of an additional officer to provide enhanced police services in the District. The agreement expanded the definition of the "downtown" to align with SLIA's boundaries and increased the number of hours of enhanced police services to eighty per week. The annual cost to the District was set at \$85,000 and did not increase, despite the cost escalation of SLPD officers.

The increased presence enabled officers to build a strong rapport with downtown business owners and homeless people who loitered in the area. SLIA touted the innovative agreement between a community benefit district and municipal government as a tangible benefit to property owners.

The contract has automatically renewed for the past six years.

**Current Status**

Over the past several years, San Leandro's homeless population has increased significantly. The supplemental officer, Officer Camarillo, is recognized as an expert in his field with regard to interacting with the homeless. As such, he has been tasked with responding to calls throughout the City, not just within the District.

On June 15, the San Leandro City Council voted to cut \$1.7M from the Police Department budget. Part of those cuts included eliminated the additional officer in the downtown area, though the position may be restored in the coming weeks.

**Staff Recommendation**

SLIA, like all benefit districts, has a broad mandate with a small budget. And while the initial idea of underwriting enhanced police services was instrumental in creating a position that focused on the issues our downtown businesses faced and other quality of life issues, it has proven to be fiscally unsustainable. The current contract represents nearly 20% of SLIA's annual budget and makes it difficult, if not impossible, to implement necessary operational changes.

On June 29, I, along with Board President Emily Griego, discussed the contract with City Manager Jeff Kay, Economic Development Manager Katie Bowman, and Captain Luis Torres (who drafted the original agreement). Mr. Kay acknowledged that the scope of Officer Camarillo's work had changed and that the contract represented a significant burden to SLIA's budget. When asked how ending the agreement would impact services in the downtown area, Capt. Torres assured us that SLPD officers would remain responsive to calls and continue to work with businesses on issues of common concern.

While there is a contractual requirement for a 30-day written notice of cancellation, both Mr. Kay and Cpt. Torres agreed to waive that requirement. Based on this conversation and a realistic review of SLIA's budget. It is my recommendation that SLIA cancels the contract effective July 1, 2020.

**AGREEMENT BETWEEN THE CITY OF SAN LEANDRO, BY AND THROUGH THE  
SAN LEANDRO POLICE DEPARTMENT, AND THE  
SAN LEANDRO IMPROVEMENT ASSOCIATION  
FOR ENHANCED POLICE SERVICES  
October 1, 2015**

This agreement between the City of San Leandro, by and through the San Leandro Police Department ("CITY"), and the San Leandro Improvement Association ("SLIA" or "AGENCY"), is effective October 1, 2015.

**RECITALS**

Whereas, CITY recognizes the need and its obligation, within its budget constraints, orders, policies and procedures, to provide police protection services to all persons and places within its borders; and

Whereas, the AGENCY approached the CITY to request that CITY provide enhanced police protection services for the AGENCY by designating a police officer to patrol CITY'S downtown area administered by the San Leandro Improvement Association; and

Whereas, the AGENCY, in recognition of the expense to the CITY of providing an officer, concurs with a cost sharing agreement between CITY and AGENCY; and

Whereas, CITY and the AGENCY acknowledge and agree that the purpose of this agreement is to provide enhanced law enforcement, crime prevention and police protection services within the area administered by the AGENCY, even though the parties understand that while reduction in crime within the area could occur, it is not an absolute certainty that reduction in crime will occur; and

Whereas, notwithstanding the above, the CITY will provide enhanced police protection services pursuant to the terms and conditions of this agreement provided that such police protection services do not;

- (A) Impair or interfere with the CITY'S ability to meet its other law enforcement responsibilities; and
- (B) Result in any CITY loss of operational efficiency or readiness; and
- (C) Diminish the current level of police protection services, such that this agreement supplements, and does not replace the current level of service.

Therefore, in consideration of these recitals, all of which are true, correct, and incorporated herein, and the promises, agreements, representations, and acknowledgments contained in this agreement and all the attachments hereto, it is mutually agreed as follows:

1. This is a 9 month agreement effective October 1, 2015 and automatically terminating June 30, 2016. However, after a meet and confer between the parties no later than 30 days before the end of the term wherein the parties agree that this agreement should be renewed, each year thereafter effective July 1<sup>st</sup>, this agreement shall automatically renew to the next fiscal year for a one year term without any further act or notice being required from or by either party. Notwithstanding the foregoing, either party may terminate this agreement, with or without cause, by providing at least thirty (30) days' notice before the commencement of the next one year term.
2. Currently, the CITY has one patrol officer (hereinafter the OFFICER) assigned forty (40) hours per week to patrol a smaller geographical area within the area identified in Attachment A, "The Downtown San Leandro Community Benefit District 2013 Management District Plan" as revised on August 8, 2013 (the OPERATOR area). During the term of this agreement, the CITY will expand the area of coverage of the OFFICER to include the entire OPERATOR area. The CITY will also provide additional police services within the OPERATOR area as an enhancement to the services already identified herein for not less than 40 additional hours per week, for a total of 80 hours per week of enhanced police services. City shall make best efforts to spread the 80 hours over six days a week. The additional police services may be in the form of a patrol officer and/or police service technician (hereinafter STAFF), who shall have the discretion to patrol by biking, walking, or other means within the OPERATOR area. The OFFICER and/or STAFF shall perform such police protection services and governmental law enforcement functions authorized by law for the benefit of the general public.
3. CITY shall make good faith efforts: To coordinate OFFICER and STAFF patrol activities with AGENCY maintenance staff; to provide regular verbal reports on police activities to the AGENCY's governing body and/or its committees; and to work with AGENCY and community based organizations to provide or locate services for homeless persons who regularly frequent the OPERATOR area.
4. Enhanced police services for special events in the OPERATOR area shall require a separate addendum to this agreement for the requested additional services. The addendum shall be a letter that describes the special event necessitating additional enhanced police services. The addendum shall incorporate all of the terms and provisions of this agreement.
5. For the term of this agreement only, the total cost for a full time top step officer is \$169,848.78. Each year that this agreement is renewed or in effect, the AGENCY shall pay the amount equal to one-half of the total cost and expense for a full time top step officer, which shall be paid in twelve (12) equal monthly installments. During FY 15-16, nine (9) equal payments totaling \$127,386.59 shall be paid by the AGENCY between October 1<sup>st</sup>, 2015 and June 30<sup>th</sup>, 2016. Payment shall be due by the first day of the month, payable to the City of San Leandro, c/o Finance Department, San Leandro City Hall, 835 East 14<sup>th</sup> Street, San Leandro, California, 94577.

6. Notwithstanding the CITY'S obligation to assign the OFFICER and/or STAFF to patrol the OPERATOR area, the parties acknowledge and agree that the CITY has the sole and absolute discretion to reassign the OFFICER and/or STAFF to other areas for reasonable periods of time as needed for emergency law enforcement purposes. A reasonable period of time may include, but is not limited to, the OFFICER'S and/or STAFF person's shift, or some part thereof. The parties further agree that if at any time during the term CITY is unable to provide the OFFICER and/or STAFF for more than three days in one work week, it shall communicate such circumstances to the AGENCY. The parties acknowledge and agree that if this occurs, this agreement may be terminated.
7. The CITY reserves to itself any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services, and this agreement does not, and is not intended to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of the CITY, its agents, employees, officers, or OFFICER.
8. AGENCY and CITY agree that neither the CITY nor any officer, agent or employee of the CITY, by virtue of this agreement or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the AGENCY.
9. The AGENCY agrees that at all times and for all purposes relevant to this agreement, the CITY shall remain the sole and exclusive employer of all police officer(s) and staff and in this regard:
  - a. The CITY shall remain solely and exclusively responsible for the direct payment to any police officer of any officer's wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowance, training expenses, transportation costs, and /or other allowances or reimbursements of any kind, including but not limited to, worker's disability compensation, unemployment compensation, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any officer's status as an employee of the CITY.
  - b. The AGENCY agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual to reimburse the CITY for its costs pursuant to this agreement nor shall any consideration other than that which is described in this agreement be deemed consideration paid by the AGENCY to the CITY or any police officer for the services described herein.

- c. AGENCY and CITY agree that this agreement does not, and is not intended to create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form; (a) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any police officer and/or any officer's agents, representatives, unions, or the successor or assigns of any of them; (b) any applicable CITY employment and/or union contract; (c) any level or amount of police officer supervision, standard, performance, training or education; (d) any CITY rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc., which shall solely and exclusively, govern and control the employment relationship between the CITY and all officers.
  - d. AGENCY and CITY agree that this agreement does not and is not intended to, limit, modify, control, or otherwise affect in any manner the CITY'S sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, guidelines, and/or other policy or directive which in any way governs or controls the activity of any police officer.
  - e. This agreement does not, and is not intended to include any CITY warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of the AGENCY, any agent, or any person present in the OPERATOR area, that any enhanced police protection provided by the CITY under the terms and conditions of this agreement will result in the reduction of criminal activity in the OPERATOR area, provided that the foregoing shall not relieve the CITY of any of its obligations under this agreement.
  - f. Under the terms of this agreement, other than the ordinary rights of the AGENCY and except for the CITY'S obligations hereunder, AGENCY agrees and promises that no police officer shall be asked or required to perform any services directly for the AGENCY or otherwise be available to perform any other work or assignments for the AGENCY or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection, and that no police officer shall be employed in any manner or capacity by the AGENCY.
  - g. The AGENCY agrees that neither the AGENCY nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any CITY duty or obligation to provide police protection under the terms of this agreement.
10. The AGENCY agrees that this agreement does not, and is not intended to, transfer, delegate, or assign to the CITY, its officers, agents or employees, any civil or legal responsibility,



obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the OPERATOR area.

11. The AGENCY agrees to and shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, volunteers, agents and assigns (Indemnitees) from and against any and all damages (whether special, general or punitive), loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in law or in equity, of every kind and description, including, but not limited to, injury to and death of any person and damage to property, strict liability, product liability, or for contribution or indemnity claimed by third parties arising or resulting from or in any way connected with: (i) the operation of the AGENCY, its agents, employees, contractors, and/or subcontractors, in performing or failing to perform this agreement; (ii) the failure of the AGENCY, its agents, employees, contractors and/or subcontractors to comply in all respects with applicable laws, ordinances and regulations, and/or applicable permits and licenses, and/or (iii) AGENCY'S ownership, operation, maintenance, control and acts or commissions of and in the areas it administers.

The AGENCY will not, however, be required to reimburse, or be jointly liable for, or indemnify the CITY to the extent of any damages, losses, liabilities, fines, penalties, forfeitures, claims, demands, actions, proceedings, or suits due to the intentional wrongful acts or sole negligence of the CITY, its OFFICER or STAFF.

12. The AGENCY agrees that it shall be solely and exclusively responsible, during the term of this agreement, for guaranteeing that all AGENCY agents: (a) follow all lawful orders of any police officer performing any duties under this agreement; (b) fully cooperate with all police officer(s) in providing any police protection services pursuant to this agreement; (c) conform their activities to comply with the terms of this agreement, including, but not limited to, the understanding concerning the CITY'S independent status.
13. The AGENCY agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any police protection services or duties under this agreement to any other person and/or public or private corporation, entity, or organization of any kind.
14. The AGENCY represents and warrants that it has reviewed all of its current or proposed lease and licensing agreements with all tenants or other persons who are or may become contractually involved with the AGENCY and hereby represents and warrants that the AGENCY does not have, and will not in the future have, any other contractual agreement that will in any manner restrict, interfere with, or prohibit the AGENCY, its agents, or any other person from complying with the AGENCY'S obligations and duties as set forth in this agreement.
15. The AGENCY agree that it shall, within 72 hours, deliver to the CITY written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of

negligence or other wrongdoing, whether civil or criminal in nature, that the AGENCY becomes aware of which involves in any way the CITY or any police officer. The AGENCY agrees to reasonably cooperate with the CITY in any investigation conducted by the CITY into any act(s), work or performance of any police officer in connection with services provided under this agreement.

16. Either the CITY or the AGENCY may, before the completion of the term, terminate this agreement for any reason, or for no reason, without incurring any penalty or liability to any party because of the termination. Termination proceedings may commence only upon delivery of a written notice of termination to the other party at least thirty (30) days before the effective date of the termination set forth in the written notice. Upon termination, any unexpended funds shall be refunded by the CITY to the AGENCY, and AGENCY shall pay for any monies due and payable to the CITY.
17. The parties shall personally serve, or send all correspondence or written notices required or permitted by this agreement to each signatory, or any signatory successor in office by first class mail, return receipt requested, at the following address:

Chief of Police  
City of San Leandro  
901 East 14<sup>th</sup> Street  
San Leandro, California 94577

With a copy to:  
Department of Finance  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

18. Except as otherwise provided herein, all correspondence and written notice shall be considered delivered to a party as of the date that such notice is served, deposited in the United States mail with sufficient postage, or delivered by courier such as Federal Express.
19. This agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. All parts of this agreement are intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
20. Absent an express waiver, the failure of any party to pursue any right granted under this agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default. No failure or delay on the part of any party in exercising any right, power

or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of the other right, power or privilege.

21. The CITY and the AGENCY acknowledge that this agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all person acting by, through, under, or in concert with any of them.
22. This agreement and the attachments hereto sets forth the entire agreement for enhanced police protection between the CITY and the AGENCY and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the CITY and the AGENCY in any way related to the subject matter hereof, except as expressly stated herein. This agreement shall not be changed or supplemented orally and may be amended only by a writing executed by both parties.
23. For and in consideration of the mutual promises, acknowledgments, representations, and agreements, set forth in this agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the CITY and the AGENCY hereby agree and promise to be bound by the terms and provisions of this agreement.

San Leandro Improvement Association  
101 Estudillo Avenue  
San Leandro, California 94577

By:  9/23/15

Gordon Galvan  
President

Date

\_\_\_\_\_  
Chris Zapata                      Date  
City Manager

\_\_\_\_\_  
Sandra Spagnoli                      Date  
Chief of Police

\_\_\_\_\_  
David Baum                      Date  
Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Pio Roda                      Date  
City Attorney