

STAFF REPORT
City of Lancaster, California

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MVB

Date: February 26, 2008

To: Mayor Hearn and City Council Members

From: Mark V. Bozigian, Interim City Manager

Subject: **Approve Renewal of Cost Reimbursement Agreements with Wal-Mart Stores, Inc., Front Gate Plaza, LLC, and Stater Bros. Markets to Assign a Full-Time, 40 hour-per-week Deputy of the Los Angeles County Sheriffs Department to Patrol the Wal-Mart and Front Gate Plaza Shopping Centers Located at the Intersection of Avenue J and 20th Street East**

Recommendation:

Approve renewal of Cost Reimbursement Agreements with Wal-Mart Stores, Inc., Front Gate Plaza, LLC, and Stater Bros. Markets to assign a full-time, 40 hour-per-week deputy of the Los Angeles County Sheriffs Department to patrol the Wal-Mart and Front Gate Plaza shopping centers located at the intersection of Avenue J and 20th Street East.

Fiscal Impact:

Total annual cost estimated at \$161,000.00. In aggregate, \$149,000.00 will be reimbursed by Wal-Mart Stores, Inc. (60%), Front Gate Plaza, LLC (34%), and Stater Bros. Markets (6%) as specified in separate agreements with each. The remaining \$12,000.00 will be funded by the City as follows: \$6,000.00 from the current FY 2007-08 public safety budget and \$6,000.00 to be included in the FY 2008-2009 public safety budget.

Background:

On January 9, 2007, the City Council approved separate cost reimbursement agreements, totaling \$149,000.00, with Wal-Mart Stores, Inc., Front Gate Plaza, LLC, and Stater Bros. Markets to assign a full-time, 40 hour-per-week deputy of the Los Angeles County Sheriffs Department to patrol the Wal-Mart and Front Gate Plaza shopping centers located at the intersection of Avenue J and 20th Street East.

This law enforcement service was in response to requests from citizens and business owners in the area of the shopping centers and in response to criminal activity occurring primarily in the parking lots and areas immediately adjacent to the centers. After much discussion and negotiation between City Management, the Lancaster Sheriffs Station Captain, and the three parties identified above, it was agreed that providing an ongoing law enforcement presence would be the most effective long term means in ensuring that a safer environment is maintained at both Front Gate Plaza and Wal-Mart shopping centers.

The Eastside Shopping Center Deputy position was assigned to the City's Target Oriented Policing (TOP) Team and began deployment in January 2007. For the year, the deputy, with assistance from other LASD resources, addressed over 240 incidents at the two shopping centers. Many of these resulted in arrests or citations. This enhanced enforcement quickly became a deterrent for criminal activity in the centers. The result has been a dramatic and noticeable improvement in safety for both the business owners and their tenants and patrons. All three parties to this unique partnership have readily agreed to renew their agreements with the City.

The following is a summary of the major deal points contained in each of the reimbursement agreements:

1. The Los Angeles County Sheriffs Department will assign a 40 hour-per-week, non-relief deputy with a dedicated vehicle to patrol the Wal-Mart and Front Gate Plaza shopping centers at the intersection of Avenue J and 20th Street East.
2. The term of the agreements shall be from January 1, 2008 through December 31, 2008.
3. On a monthly basis, Wal-Mart, Front Gate Plaza, and Stater Bros. Markets will reimburse the City of Lancaster for the cost of the deputy services in the aggregate amount of \$149,000.00 annually, with Wal-Mart paying approximately 60%, Front Gate Plaza paying approximately 34%, and Stater Bros. Markets paying approximately 6%.
4. The deputy shall be under the direct supervision and control of the Lancaster Sheriffs Station Captain, or his or her designee, who will consult with the parties as to scheduling. It is anticipated that the deputy's schedule will vary in terms of time of day and days of the week.
5. Agreements can be terminated by either party upon 30 days written notice.

City staff, Lancaster Sheriff's Station staff and the three parties to these agreements believe that the full-time deputy deployment had a significant positive impact in terms of safety and security at the two shopping centers in 2007. Staff recommends renewal of the cost reimbursement agreements to continue this service through calendar year 2008.