

**REPORT TO THE
CITY COUNCIL**
City of Salinas, California

Agenda Item Number

CC 1

DATE: June 9, 2009
FROM: Jim Pia, Recreation – Park Superintendent
BY: Kristan Lundquist, Recreation Services Manager
SUBJECT: **COMMUNITY ENGAGEMENT AND VOLUNTEER SERVICES PLAN**

Department Director Approval

Ken Dawson

Finance Review

Miguel O. Salinas

City Attorney Review

Don Dalk

City Manager Approval

John Perry

RECOMMENDATION:

It is recommended the City Council: 1) Approve the Community Engagement Work Plan for Fiscal Year 2009/2010 2) Adopt a resolution approving the Service Agreement with Tom Ezell for the coordination and management of volunteer Services.

DISCUSSION:

In late May of 2008, a Neighborhood Services work plan was approved for FY 2008/2009 by the City Council. During the past year, the Neighborhood Services program was reduced from two Coordinators to one and responsibility for oversight and management of the Neighborhood Services Coordinator was moved from the City Manager's Office to the Recreation-Park Department. By the end of the current fiscal year, Neighborhood Services, under the direction of the Recreation-Park Department, will have facilitated thirty community engagement events.

The focus of the Neighborhood Services program has been civic engagement and neighborhood collaborative problem solving. New focuses emerged in FY 2008/2009 including (1) four community dialogues discussing service level choices, funded by a grant from Common Sense California and (2) a series of Block Parties held throughout Salinas, as a collaborative effort with Neighbor's United and other community services. In addition, the first Neighborhood Leadership Academy is currently underway and is a six-week program aimed at developing neighborhood leaders and connecting those leaders to City resources. Academy participants will also work collaboratively to develop and implement a project that will serve a specific neighborhood or the community as a whole.

The funding for a Volunteer Services Coordinator and operating budget was removed from the City budget as part of budget reductions in FY 2004/2005. Although Neighborhood Services has utilized community volunteers in its efforts, the need for a concentrated and centralized coordination of volunteer resources is vital for the success of community engagement. To this end, staff has been developing a solution for coordinating these resources. Local resident Tom Ezell has come forward and expressed a desire to assist the City in managing a volunteer services program on a volunteer basis. Tom has working relationships with both the business and faith communities and has successfully coordinated volunteer efforts for Rebuilding Together, a non-profit organization that rebuilds homes

for disadvantaged individuals, as well as tasks for Salinas Serve Day. Staff has met with Mr. Ezell and feels that this public-private collaborative can allow the City to re-engage volunteers at a greater level, in a time when additional staffing resources are very limited.

With the reduction of one Neighborhood Services Coordinator and the transfer of Neighborhood Services into the Recreation-Park Department, many community engagement efforts have been successful utilizing recreation resources. The resulting community engagement work plan has been developed to encompass all community efforts, including Neighborhood Services, Recreation-Park, and Volunteer Services activities.

2009/2010 COMMUNITY ENGAGEMENT WORK PLAN:

A. Neighborhood Engagement Strategy

1) Community Meetings: The neighborhood engagement strategy calls for conducting important City meetings, as necessary, in each Council District. In the past, these have included Councilmember district meetings, a neighborhood specific meeting to address concerns of violence, or the Community Town Hall meeting held earlier this year. The engagement strategy will continue to include these types of meetings.

2) Neighborhood Leadership Academy (NLA): The NLA will continue as a way of offering residents an opportunity to learn about local government and civic engagement. With the upcoming graduation of the first NLA group, and their emphasis on a community project, staff will work with the graduates of the Academy to prepare for registration of a second NLA group.

3) Community Clean-ups: Staff shall coordinate and assist with one community cleanup in each Council district during the fiscal year in those neighborhoods that are identified by Council-members as most in need of specialized attention and cleanup assistance. Staff shall also work with Council to develop one large, community resource fair during the fiscal year.

B. Update the Neighborhood Problem Solver

During FY 2009/2010, an updated edition of the Neighborhood Problem Solver will be completed. It will include a Neighborhood Watch section and a project financing and economic development section. Staff will examine the effectiveness of training presentations in the use of the Problem Solver by neighborhood leaders. They will continue to train community members on the use of the Neighborhood Problem Solver, and address through training how members of the community can initiate and coordinate a neighborhood-oriented group meeting and/or community clean up.

C. Support Community Safety Efforts

1) Neighborhood Watch: The work plan calls for neighborhood services staff to work collaboratively with the Police Department to coordinate Neighborhood Watch group meetings and presentations of the Neighborhood Problem Solver. Staff will attend Neighborhood Watch training meetings as necessary, and develop community safety themes for inclusion in general community meeting announcement literature- (including mailings, door hangers, newspaper advertisements, press releases).

2) Neighbors United: Staff will continue to collaborate with Neighbors United in their efforts to promote peace and reach out to neighborhoods through Block Parties and other events community-wide events.

Where possible, staff shall provide grant procurement and monitoring services to support community engagement efforts in Recreation-Park primarily, and for other departments upon request by department directors, with affirmation of the City Manager or his designee for each concept proposed.

D. Implementation of a Volunteer Services Program

The City uses volunteer efforts in many areas of current operations, including park cleanups, special events, and youth recreation and sports programs. The completion of the attached Service Agreement with Tom Ezell for the coordination and management of Volunteer Services will allow for a significant focus on developing a coordinated volunteer development effort throughout City departments. Work will be undertaken to review and revise existing volunteer policies as necessary to allow for greater opportunities for eager volunteers. Through this effort, the City will be able to more easily create and maintain a database for volunteers and projects beneficial to the community at large.

E. Conducting Additional Support Activities

The work plan will allow staff to continue to follow-up on neighborhood issues and complaints, and identify emerging patterns. Staff will also begin to facilitate community involvement with "Adopt" program concepts such as Adopt-a-Street / Neighborhood / Park. The plan will use targeted outreach to promote environmental stewardship and identify candidate neighborhoods for an award to acknowledge city blocks and well-defined neighborhoods that have demonstrated enhanced community image and commitment to neighborhood improvement.

ISSUE:

Shall the City Council approve the Community Engagement Work Plan and the Services Agreement with Tom Ezell for the coordination and management of volunteer services?

FISCAL IMPACT:

The vacant Neighborhood Services Coordinator position is on administrative hold, affectively reducing the FY 2009/2010 budget for Neighborhood Services to one full-time position. Recreation-Park staff will be available to assist in the implementation of the FY 2009/2010 work plan. The volunteer service agreement piece of the work plan provides significant City benefit, as Tom Ezell will work with City staff to coordinate and manage volunteer services for \$1 per year.

TIME CONSIDERATIONS:

City Council approval is needed in order to implement the Community Engagement Work Plan for FY 2009/2010, which includes the re-inventing of the Volunteer Services Program through a public-private collaborative. The approval of the Service Agreement with Tom Ezell is required in order to begin implementing a centralized volunteer program effective July 1, 2009.

ALTERNATIVES:

1. The City Council can approve the Community Engagement Work Plan and Service Agreement, with or without Council modifications.
2. The City Council can reject the Community Engagement Work Plan and Service Agreement and direct staff how to proceed.

CITY COUNCIL GOALS:

The proposed Work Plan supports the Council's Goal of Community Engagement.

CONCLUSION:

Approval of the Community Engagement Work Plan and the Service Agreement with Tom Ezell will allow Recreation-Park to begin planning efforts for the next fiscal year and begin the implementation of a centralized volunteer services program.

Distribution:

City Council
City Manager
City Attorney
Department Directors

Back Up Pages:

Personal Service Agreement
Resolution

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RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING THE SERVICE AGREEMENT WITH TOM EZELL FOR THE COORDINATION AND MANAGEMENT OF VOLUNTEER SERVICES AND FURTHER APPROVING THE COMMUNITY ENGAGEMENT WORK PLAN FOR FISCAL YEAR 2009/2010.

WHEREAS, in May of 2008, the Salinas City Council approved the Neighborhood Services Work Plan for Fiscal Year 2008/2009; and

WHEREAS, to support the City's continued efforts toward Community Engagement taking place throughout the City, City staff has prepared a Fiscal Year 2009/2010 Community Engagement Work Plan; and

WHEREAS, in an effort to reinvigorate volunteer services within the community for all City departments, the City has been approached by local resident Tom Ezell expressing a desire to assist the City in managing a volunteer services program on a volunteer basis.

NOW, THEREFORE, BE IT RESOLVED THAT the Salinas City Council approves the Community Engagement Work Plan for Fiscal Year 2009/2010 and authorizes the City Manager to execute the attached Service Agreement with Tom Ezell.

PASSED AND ADOPTED on June 9, 2009, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Ann Camel, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS
AND
TOM EZELL**

This Agreement for Services (the "Agreement") is made and entered into this 9th day of June, 2009, by and between the **CITY OF SALINAS**, a California municipal corporation (hereinafter "City"), and **TOM EZELL**, an individual, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is experienced, and competent to provide volunteer services coordination which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Services.** The scope of Consultant's services shall be as more specifically set forth in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall provide its services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Term of Performance.** This Agreement shall commence on June 9, 2009, and shall terminate on June 9, 2010, unless extended in writing upon the mutual written consent of the parties. Written approval for extension of this Agreement may be granted by the City Manager. This Agreement may be terminated by either party for any reason whatsoever upon at least thirty (30) days written notice. The City Manager shall have authority to terminate this Agreement on behalf of the City.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered to City pursuant to this Agreement an amount not to exceed one dollar (\$1.00) per calendar year.
4. **Responsibility of Consultant.**

(A) By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement the Consultant acknowledges that the City relies upon the skills of Consultant to do and perform Consultant's work. Consultant shall provide written reports and

records to the City Manager or his designee of all activities performed and services provided or activities performed or represented on behalf of the City.

(B) Consultant shall complete a background investigation, which may require the submittal of fingerprints to the Department of Justice and/or to the Federal Bureau of Investigation. City staff shall provide direction to the Consultant on his fulfillment of this obligation. Consultant shall be solely responsible for the costs associated with such background investigation.

5. **Responsibility of City.** To the extent appropriate to the services to be provided by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all pertinent and available information, including but not limited to, relevant reports and other data. Nothing contained herein shall obligate City to incur any expense in connection with the acquisition of information not otherwise in the possession of City.

(B) Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.

(C) Examine all reports, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any information relevant to the services to be provided by Consultant under this Agreement.

6. **Indemnification and Hold Harmless.** Consultant agrees to indemnify, defend, and hold harmless the City and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by Consultant. Consultant is not liable and has no obligation or responsibility to indemnify, defend, or hold harmless any actions of the City or its elective or appointive boards, officers, agents, attorneys and employees from any claim, liability, expense or damage of any nature, including attorneys' fees for their actions, omissions or willful misconduct arising from their activities arising from this Agreement.

7. **Insurance.** Consultant shall obtain insurance at coverages and in amounts determined by the City. Throughout the term of this Agreement Consultant must have and maintain in place all of the insurance coverages required by the City.

8. **Access to Records; Ownership of Records.** Consultant shall maintain all records, documents, and similar materials relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of the City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours.

All plans, studies, documents and other writings prepared by Consultant in the course of implementing this Agreement, except working notes, draft work product, or internal documents, are the property of the City and the City shall have the sole right to use any such materials in its discretion. Consultant shall provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Assignment.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by him without express written approval of the City.

10. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

11. **Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City and Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

12. **Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

13. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

14. **Notices.**

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Tom Ezell
9215 Holly Hill Drive

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

15. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any potential volunteer because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that volunteers are selected and are treated during the term of their volunteerism without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

16. Litigation Involving Agreement; Attorney's Fees. If the City or the Consultant commences any legal action against the other out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

17. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to contract with other entities for the same or similar services. Consultant shall, however, immediately advise the City of any instances where there is an immediate or potential conflict between Consultant's providing services to the City and Consultant's other work, and in each and every such instance Consultant shall not to take any such action for or on behalf of the City without the written consent of the City.

18. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Artie Fields, City Manager

Date

APPROVED AS TO FORM:

Vanessa W. Vallarta, City Attorney
By
Christopher A. Callihan, Sr. Deputy City Attorney

Date

ATTEST:

Ann Camel, City Clerk
Tom Ezell

Date

Tom Ezell

Date

EXHIBIT A

Scope of Services for volunteer services coordination:

Recruit citizens for various volunteer assignments throughout the City. Work cooperatively with City departments to determine volunteer job assignments. Coordinate and appropriately place volunteers in assignments. In coordination with City Recreation-Park staff, perform a variety of duties related to the volunteer program, which include recruiting, orientation, training, assigning and recognizing volunteers to perform functions such as office/clerical support, park maintenance, crime prevention, animal control, special event planning, public works, etc. Maintain confidential records on volunteers including service hours, placement and performance. Create and help maintain a database of volunteers. Participate in updating and facilitating volunteer services policy revisions as necessary.