

MEETING DATE: 03/14/11

**AGENDA ITEM: JOINT CITY COUNCIL/REDEVELOPMENT AGENCY
BOARD AGENDA ITEM: Approval of the Second Amendment to the Existing Amended Memorandum of Understanding with the Downtown Business Association for Maintenance Services in Downtown Culver City for Fiscal Year 2011-2012.**

ATTACHMENTS

	<u>Pages</u>
1. Proposed Second Amendment to the Amended MOU for Downtown Maintenance for Fiscal Year 2011-12.	1-2
2. Matrix describing maintenance services provided in Downtown.	3

CITY OF CULVER CITY
CULVER CITY REDEVELOPMENT AGENCY
SECOND AMENDMENT TO AMENDED MEMORANDUM OF UNDERSTANDING

WITH: CULVER CITY DOWNTOWN BUSINESS ASSOCIATION

FOR: MAINTENANCE SERVICES IN DOWNTOWN CULVER CITY

This Second Amendment is made and entered into by and among the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," the CULVER CITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as "Agency," and the CULVER CITY DOWNTOWN BUSINESS ASSOCIATION, hereinafter referred to as "DBA."

WHEREAS, on March 24, 2008, the parties entered into a Memorandum of Understanding relating to maintenance services in downtown Culver City; and,

WHEREAS, at its meeting of May 18, 2009, the City Council and Redevelopment Agency approved an Amended Memorandum of Understanding (the "Agreement"); and,

WHEREAS, at its meeting of May 3, 2010, the City Council and Redevelopment Agency authorized the First Amendment to the Agreement; and,

WHEREAS, the parties desire to modify and amend certain provisions of the Agreement; and,

WHEREAS, at its meeting of March 14, 2011, the City Council and Redevelopment Agency authorized this Amendment to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, City, Agency and DBA mutually agree as follows:

1. Section B.3 of the Agreement is hereby amended to read as follows:

"May, at the sole discretion of the City Council, appropriate in Fiscal Year 2011/2012, an amount equal to Fifty-Four Thousand Five Hundred Forty Dollars (\$54,540); and"

2. Section C.1 of the Agreement is hereby amended to read as follows:

"May, at the sole discretion of the Agency Board, appropriate in Fiscal Year 2011/2012, an amount equal to Sixty-Seven Thousand Five Hundred Sixty Dollars (\$67,560); and"

3. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment shall be effective on the date it is signed on behalf of City.

Signatures

City of Culver City

DBA

John M. Nachbar
City Manager

John Byers
President

Dated: _____

Dated: _____

Culver City Redevelopment Agency

Sol Blumenfeld
Assistant Executive Director

Dated: _____

Approved as to Form:

Approved as to Form:

Murray Kane
Agency General Counsel

Carol A. Schwab
City Attorney

Approved as to Business
Tax Certificate:

Approved as to Financing:

Treasury Division
Account # _____

Jeff Muir
Chief Financial Officer

Attachment No. 2

TASK LIST DBA - CITY - AGENCY MOU 2011-12

CITY/AGENCY DEPARTMENT	MAINTENANCE TASK	MINIMUM LEVEL OF SERVICE	CITY/AGENCY FUND TRANSFER
PUBLIC WORKS / REDEVELOPMENT	PRESSURE WASHING		\$23,760.00
	Main Street	Quarterly	(City: \$13,440)
	Sidewalks	Monthly	(Agency: \$10,320)
	Town Plaza	Monthly	
	Paseos		
	Kirk Douglas	Quarterly	
	Watseka	Quarterly	
	Cardiff	Quarterly	
	Canfield	Quarterly	
	Parking Garages		\$57,240.00
	Stalls and Driveways	Biannually	(Funded by Agency)
	Stairways and Landings	Monthly	
	Entrance/Exit Ramps	Monthly	
	Alleys	Monthly	
	WIPE DOWN WASHING		
	Parking Garages		
	Elevator Doors	Monthly	
SANITATION	TRASH		\$28,500.00
	Pedestrian Cans	1/day Mon - Fri; 2/day Sat - Sun	(Funded by City)
PARKS & RECREATION	STREETSCAPE		\$12,600.00
	Sidewalk Planters/Pots	Weekly	(Funded by City)
	Tree Wells	Weekly	
	Medians	Weekly	
	Bike Racks	As needed	
	TOWN PLAZA		
	Sidewalk Litter/Debris/Cleaning	Every other day	
	Planters/Pots	Weekly	
	Shrubs / Hedges	Weekly	
TOTAL			\$122,100.00
			\$54,540 City \$67,560 Agency