

**City of Culver City, California
Agenda Item Report**

Meeting Date: 05/03/10		Item Number: <u>J-2</u>	
JOINT CITY COUNCIL/REDEVELOPMENT AGENCY BOARD AGENDA ITEM:			
Approval of an Amendment to the Existing Amended Memorandum of Understanding with the Downtown Business Association for Maintenance Services in Downtown Culver City for Fiscal Year 2010-2011.			
Contact Person/Dept.: Glenn Heald Community Development Department		Phone Number: 310.253.5752	
Fiscal Impact: Yes ☒ No ☐		General Fund: Yes ☒ No ☐	
Public Hearing: ☐		Action Item: ☒ Attachments: ☒	
Commission Action Required: Yes ☐ No ☒		Date: _____	
Public Notification: (E-Mail, Telephone, and In-Person Meeting) Downtown Business Association (03/03/10, 03/08/10, and 04/28/10); (E-Mail) Meetings and Agendas – City Council & Redevelopment Agency (04/30/10).			
Department Approval: Sol Blumenfeld: (04/21/10)		City Attorney Approval: Carol Schwab (04/27/10) Agency General Counsel: Murray Kane:	
Chief Financial Officer Approval: Jeff Muir (by M. Noller) (04/29/10)		City Manager/Agency Executive Director Approval: P. Lamont Ewell (04/29/10)	
<u>RECOMMENDATION:</u> Staff recommends the City Council and Redevelopment Agency Board (Board) approve an amendment to the existing Amended Memorandum of Understanding (MOU) with the Downtown Business Association (DBA) renewing the agreement for the DBA to provide general maintenance services in downtown Culver City (Downtown) for the fiscal year of July 1, 2010 through June 30, 2011. <u>BACKGROUND:</u> On March 24, 2008, the City Council and Board approved a one-year MOU whereby the DBA would provide certain maintenance services in Downtown for fiscal year 2008-09. The City Council and Board subsequently approved an Amended MOU for fiscal year 2009-10. The City Council and Board are now asked to approve an amendment renewing and revising the Amended MOU for fiscal year 2010-11. <u>DISCUSSION:</u> The MOU with the DBA is advantageous to the City and Agency because it shifts oversight and accountability for the management of downtown maintenance			

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services to the businesses directly affected by those services while also allowing for the potential of additional services at no cost to the City or Agency. The DBA sub-contracts with a maintenance provider for services previously performed or contracted out by the City and Agency. The City and Agency reimburse the DBA using funds budgeted to perform those maintenance services either in-house or through contract services. Upon satisfaction of all maintenance requirements of the MOU, the DBA uses any remaining funds to enhance existing services and to fund additional maintenance and beautification efforts.

The scope of maintenance services performed by the DBA and their contractor(s) is denoted in Attachment No. 1. The following change has been incorporated into the proposed amendment to the Amended MOU for fiscal year 2010-11:

- Pedestrian trash can service in downtown is currently shared between Public Works (Monday through Thursday) and the DBA (Friday, Saturday and Sunday). Beginning July 1, 2010 the DBA will assume all downtown pedestrian trash can service. Accordingly, funding of the MOU for \$10,000 will come from Refuse Collection account 20267100.517500.

As approved by the City Council and the Board, the DBA has been responsible and will continue to be responsible for the following, including the revision noted above:

1. Sidewalk trash receptacles within downtown shall be emptied every Friday and twice per day every Saturday and Sunday, at a minimum, to avoid spillover (revised to every day Monday through Friday and twice daily Saturday and Sunday per proposed amendment);
2. Weekly weed control shall be provided for planting beds, islands, tree wells, flower pots and sidewalk cracks. Dead vegetation, plants, leaves and other debris shall be removed from the planting areas and pots;
3. Annually, no later than April 30th, plants and flowers shall be provided in the existing planting areas and pots. The quantity and location of the annual plants and flowers will be determined by the resources available, as reasonably determined by the City's Parks, Recreation and Community Services Director;
4. At least once per month, and when reasonably determined by the City's Public Works Director, sidewalks, Town Plaza, alleys, and parking structure stairwells, landings and entrance ramps shall be swept and pressure washed, and elevators wiped down to maintain a clean appearance;

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5. At least one every six months, parking structure stalls and drive lanes shall be pressure washed to maintain a clean appearance;
6. At least once per quarter, and when reasonably determined by the City's Public Works Director, paseos and Main Street shall be swept and pressure washed to maintain a clean appearance.

The City will retain responsibility for repair and replacement of all landscape infrastructures, including but not limited to pots, planters, irrigation systems, sidewalks, parking structures and electrical systems.

Although not required by the MOU, the DBA provides the following additional services at no additional cost to the City or Agency, as funding permits:

- Daily sidewalk sweeping and litter pick up including street curbs/gutters, alleys, tree wells and planters; and
- Daily cleaning of all benches, bicycle racks, parking meters, pay phones and mailboxes.

The DBA continues to work with the downtown property owners to add more resources to the maintenance efforts in downtown.

The funding appropriated by the City Council and Board under Sections B(3), B(4), C(1) and C(2) of the MOU, if any, is transferred to the DBA on a monthly basis. The DBA may request reimbursement under the following conditions:

1. Current practice - Once per month, the DBA submits a reimbursement request for costs incurred to the DBA for performing services hereunder. Such reimbursement requests shall be in a form acceptable to the City and Agency, and include substantiation for amounts requested, including copies of invoices, and other documentation as may be required by the City and Agency.
2. Upon receipt of such a reimbursement request, the City and Agency shall review the request, and upon approval, issue reimbursement to the DBA within thirty (30) days after receipt of the request.
3. If the reimbursement request is disallowed, in whole or in part by the City or Agency at its sole discretion, then the amount approved shall be paid in accordance with Section D(2) of the MOU. Within fifteen (15) days after

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receipt of a reimbursement request, the City shall transmit to the DBA, the amount and reason for any disallowed amounts with an explanation of why the City disallowed the reimbursement request.

4. In no case shall the total amount reimbursed to the DBA for the services performed under the MOU during any fiscal year exceed the amount appropriated for these purposes by the City Council and Agency Board.

Staff believes it is in the best interest of the City, the Agency, and the DBA to continue the MOU for Fiscal Year 2010-2011 for the following reasons:

- Downtown receives equitable and usually additional services without additional cost to the City or Agency;
- Downtown issues receive additional attention beyond that which the City and Agency would otherwise be able to provide;
- Downtown business and property owners have more control over maintenance related issues; and
- By allowing the DBA to manage downtown maintenance according to the City's specifications, staff is free to focus on other areas of the City.

In the event the MOU becomes disadvantageous to either party, it may be terminated by either party upon 30 days written notice. If terminated, the DBA is required to return funds for any unperformed duties.

If the MOU is terminated, it will be necessary for the City and Agency to reinstate maintenance services. This would likely occur through a Request for Proposal (RFP) process. The RFP process would likely take 60-90 days to complete. While undertaking the RFP process, the City and Agency may enter into a temporary contract with a maintenance service provider in order to prevent interruption of services.

FISCAL ANALYSIS:

The City and Agency currently pay \$112,100 annually to the DBA for maintenance services specified in the Amended MOU with the DBA. If the City Council and Agency Board approve the proposed Amendment to the Amended MOU for Fiscal Year 2010-2011, the City will transfer to the DBA an additional \$10,000 already programmed in the proposed Fiscal Year 2010-11 Sanitation Division budget.

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ATTACHMENTS:

1. Matrix describing maintenance services to be provided in Downtown; and
2. Proposed Amendment to the Amended MOU for fiscal year 2010-11.

MOTION:

That the Culver City City Council:

1. Approve an Amendment to the Amended Memorandum of Understanding with the Downtown Business Association for maintenance services in downtown Culver City at a cost not-to-exceed \$54,540 for fiscal year 2010-2011; and,
2. Authorize the City Attorney to review/prepare the necessary documents; and,
3. Authorize the City Manager to execute such documents on behalf of the City.

AND

That the Culver City Redevelopment Agency Board:

1. Approve an Amendment to the Amended Memorandum of Understanding with the Downtown Business Association for maintenance services in downtown Culver City at a cost not to exceed \$67,560 for fiscal year 2010-2011; and,
2. Authorize the Agency General Counsel to review/prepare the necessary documents; and,
3. Authorize the Executive Director to execute such documents on behalf of the Agency.