

City of Culver City, California
City Council and Redevelopment Agency Agenda Item Report

Meeting Date: 05/18/09		Item Number: <u>J-1</u>	
AGENDA ITEM: JOINT ITEM: Approval of a Memorandum of Understanding with the Downtown Business Association to Perform Maintenance Services in Downtown Culver City for Fiscal Year 2009-2010.			
Contact Person/Dept.: Glenn Heald		Phone Number: (310) 253-5752	
Fiscal Impact: Yes ☐ No ☒ General Fund: Yes ☐ No ☐			
Public Hearing: ☐ Action Item: ☒ Attachments: ☒			
Public Notification: Downtown Business Association (04/02/09); Master E-Mail Notification List (05/13/09).			
Department Approval: Sol Blumenfeld: (4/29/09)		City Attorney/Agency General Counsel Approval: Carol Schwab (by H. Baker) (05/11/09) Murray Kane (05/13/09)	
Chief Financial Officer Approval: Jeff Muir (by N. Kimball) (05/13/09)		City Manager/Executive Director Approval: Jerry B. Fulwood (05/13/09)	
<u>RECOMMENDATION:</u> Staff recommends the City Council and the Culver City Redevelopment Agency approve a Memorandum of Understanding (“MOU”) with the Downtown Business Association (the “DBA”) to provide general maintenance services in downtown Culver City (“Downtown”) for the fiscal year of July 1, 2009 through June 30, 2010. <u>BACKGROUND:</u> On March 24, 2008, the Council and Agency approved an MOU whereby the DBA would provide certain maintenance services in Downtown. The Council and Agency subsequently approved revisions to the MOU on June 16, 2008. The DBA sub-contracts with a maintenance provider for services previously performed by the City. The City then reimburses the DBA for these services using funds allocated to perform these services either in-house or through contract services. This arrangement is advantageous to the City and Agency because it shifts oversight and accountability for the management of downtown maintenance 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. 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 services. <u>DISCUSSION:</u>			

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Maintenance in Downtown was previously performed by the Public Works Department and the Parks, Recreation, and Community Services Department. Responsibility for most maintenance was transferred to the DBA through the MOU approved by Council and the Agency in March, 2008. The scope of maintenance services performed by the DBA and their contractor(s) is extensive, ranging from landscape upkeep to holiday banners on light poles in the public right-of-way, totaling approximately \$112,000 annually (combined City and Redevelopment Agency) as denoted in the attached matrix. The following changes have been incorporated into the proposed MOU for fiscal year 2009-10:

- Power washing of trash compactors will be performed by the City's Sanitation Division rather than being shared between Sanitation and the DBA. Accordingly, funding of the MOU will be reduced by \$10,320.00;
- Parking structure maintenance has been adjusted to better reflect actual needs: power washing of the stalls and driving lanes will be performed every six months, while power washing of the stairs, landings and entrance ramps will be performed monthly. As well, elevator doors will be wiped clean at least once per month.
- Annual plant replacement shall be completed no later than April 30th rather than April 1st.

As approved by the Council and the Agency, the DBA has been responsible and will continue to be responsible for the following:

1. Sidewalk trash receptacles within the BID shall be emptied once per day every Friday and twice per day every Saturday and Sunday, at a minimum, to avoid spillover;
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

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stairwells, landings and entrance ramps shall be swept and pressure washed, and elevators wiped down to maintain a clean appearance;

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 Agency 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.

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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 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 2009-2010 for the following reasons:

- Downtown receives equitable - and possibly 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 proposed MOU with the DBA for fiscal year 2009-10. If

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the Council and Agency approve the MOU for Fiscal Year 2009-2010, there will be no additional cost to the City or Agency, as the DBA will provide the same maintenance services at the same cost, plus additional services if the DBA can contract more extensive or more frequent services with the monies transferred through the MOU.

ATTACHMENTS:

1. Matrix describing maintenance services provided in Downtown; and
2. Proposed MOU for fiscal year 2009-10.

MOTION:

That the Culver City City Council:

1. Approve a Memorandum of Understanding with the Downtown Business Association to provide maintenance services in downtown Culver City at a cost not to exceed \$44,540 for fiscal year 2009-2010; 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.

That the Culver City Redevelopment Agency:

1. Approve a Memorandum of Understanding with the Downtown Business Association to provide maintenance services in downtown Culver City at a cost not to exceed \$67,560 for fiscal year 2009-2010; and,
2. Authorize Agency Counsel to review/prepare the necessary documents; and,
3. Authorize the Executive Director to execute such documents on behalf of the Agency.