

MEETING DATE: **06/16/08**

AGENDA ITEM: Consideration of a Revised Memorandum of Understanding with the Downtown Business Association to perform Maintenance Services in Downtown Culver City.

ATTACHMENTS

	<u>Pages</u>
1. Matrix describing maintenance services provided in Downtown	1
2. Draft MOU.	2-7

ATTACHMENT 1

Downtown Maintenance Items

CURRENT DEPARTMENT	MAINTENANCE ITEMS	COUNT	CURRENT LEVEL OF SERVICE	DBA TAKEOVER	CC's ANNUAL FINANCIAL CONTRIBUTION
PUBLIC WORKS	TREES				
	Trimming		every 3 years		
	Grate Repair		as needed		
	CLEANING				\$23,760.00 (City: \$13,440.00, Agency: \$10,320.00)
	Main Street		Quarterly	☒	(Funded by Agency)
	Sidewalks		1 / month	☒	
	Town Plaza		1 / month	☒	
	Paseos				
	Kirk Douglas		N/A	☒	
	Watseka		Quarterly	☒	(Funded by Agency)
PUBLIC WORKS	Cardiff		Quarterly	☒	(Funded by Agency)
	Canfield		Quarterly	☒	(Funded by Agency)
	Pacific Theater		N/A	☒	
	STREETSCAPE				
	Clock	1	as needed and adj for DLT		
	Street Lights				
	double: 17		as needed		
	single: 42		as needed		
	plaza: 4		as needed		
	Streetlights		as needed		
PUBLIC WORKS	Twinkle Lights	110 (+/- 3)	as needed		
	Benches	63			
	Pedestrian Signs		as needed		
	Utility Boxes	6	as needed		
	RODENT/PEST CONTROL		as needed		
	PARKING GARAGES				\$57,240.00 (Funded by Agency)
	Cardiff		1/month scheduled PM	☒	
	Ince		1/month scheduled PM	☒	
	Watseka		1/month scheduled PM	☒	
	Public Art				
PUBLIC WORKS	Lion		1/month scheduled PM		
	Robert Orr		1/month scheduled PM		
	Zoetrobes		as needed		
	Harry Culver		as needed		
	Truth or Fiction		as needed		
	GRAFFITI REMOVAL		as needed		
	CITYBUS				
	INFRASTRUCTURE				
	Graffiti Removal	13	as needed		
	Bus Stops (includes bench)	8	1/week		
SANITATION	Trashcans (bus only)	8	1/week		
	TRASH				\$28,820.00 (Includes \$860 per Charles)
	Pedestrian Cans	26	1/day (Fri evening); 2/day (Sat/Sun.)	☒	
	Compactors				
	Kirk Douglas		1/month		
	Watseka		1/month		
	Cardiff		1/month	☒	
	Canfield		1/month		
	STREETSWEEPING		1/day (M-F)		
REDEVELOPMENT	SEASONAL				
	Holiday Decorations		as needed		
	Banners		as needed		
	FARMER'S MARKET		weekly		
PARKS / RECREATION	STREETSCAPE				\$12,600.00
	Sidewalk Planters/Pots		1/week	☒	
	Tree Wells		1/week	☒	
	Medians	10	1/week	☒	
	Bike Racks		as needed	☒	
	TOWN PLAZA				
	Sidewalk Litter/Debris/Cleaning		every other day	☒	
	Planters/Pots		1/week	☒	
	Shrubs / Hedges		1/week	☒	
					\$122,420.00 TOTAL
					\$54,860 City
					\$67,560 Agency

ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF CULVER CITY, THE CULVER CITY REDEVELOPMENT AGENCY AND DOWNTOWN BUSINESS ASSOCIATION

This Memorandum of Understanding (the "MOU") is entered into by and between the City of Culver City (hereinafter "the City"), a California municipal corporation, the Culver City Redevelopment Agency ("the Agency") and the Culver City Downtown Business Association (hereinafter "DBA"), a California non-profit corporation, for the purpose of providing for the maintenance of the landscaping, sidewalks, plazas, paseos, alleys and parking structures within the City of Culver City Downtown Business Improvement District boundaries.

RECITALS

WHEREAS, the City and Agency have a deep and abiding interest in the maintenance, beautification and preservation of the City of Culver City's Downtown Business Improvement District, as depicted on the map attached hereto as Exhibit "A" (the "BID") and incorporated herein by reference; and

WHEREAS, the City and Agency have expended significant resources toward the improvement of the sidewalks and general appearance of the City's downtown areas, including the BID, through the installation of sidewalks, street lighting, aesthetic improvements and planting displays; and

WHEREAS, the City, the Agency and the DBA have a common interest in protecting, promoting, and maintaining the BID as a healthy and growing area for commerce and an attractive, safe and enjoyable place for public enjoyment; and

WHEREAS, the DBA has the expertise and opportunity to provide maintenance management that is necessary to keep the City's BID attractive, clean and safe, and the DBA is willing to enter into an agreement with the City to carry out those objectives; and

WHEREAS, representatives from the City, the Agency and the DBA have met to discuss maintenance standards within the BID and identify ways of accomplishing their mutual objectives; and, as a result, all parties have committed to work toward the achievement of those mutual objectives.

NOW THEREFORE, based on the foregoing Recitals, the City, the Agency and the DBA agree as follows:

A. Responsibilities of the DBA

Under this MOU, the DBA shall, in general, provide, either directly or indirectly through agreement with a duly qualified contractor or contractors for maintenance and care for shrubs, plants, planter areas, removal of litter from planting areas, emptying trash cans, plant and flower replacement and watering and weed removal within the BID. Specific maintenance services to be provided in the BID include, but are not limited to:

1. The sidewalk trash receptacles shall be emptied twice per day every Saturday and Sunday, at a minimum, to avoid spillover;
2. Monthly weed control shall be provided for planting beds, islands, tree wells, flower pots and sidewalk cracks. Dead vegetation, leaves and other debris shall be removed from the planting areas and pots;
3. Annually, no later than April 1st, plants and flowers shall be provided in the 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 Public Works Director;
4. At least once per quarter, and when reasonably determined by the City's Public Works Director, sidewalks, plazas, paseos and alleys and parking structures shall be swept and pressure washed to maintain a clean appearance;
5. Daily, maintain the community compactors and immediately surrounding areas in a clean and sanitary manner, including, but not limited to, the clean-up of all solid and liquid waste spillover.
6. At least monthly, and when reasonably determined by the City's Public Works Director, the area around the community compactors shall be steam cleaned to maintain a clean appearance.

B. Responsibilities of the City

Under this MOU, the City:

1. Shall 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.
2. Shall provide trash bags and free dumpster space to dispose of trash collected by the DBA from the sidewalk trash receptacles;

3. May, at the sole discretion of the City Council, appropriate in Fiscal Year 2008/2009, an amount equal to Fifty-Four Thousand, Eight Hundred Sixty Dollars (\$54,860); and

4. May, for future fiscal years, consider funding for the services contemplated under this MOU. However, appropriation of such funding, in whole or in part, is at the sole discretion of the City Council.

C. Responsibilities of the Agency

Under this MOU, the Agency:

1. May, at the sole discretion of the Agency Board, appropriate in Fiscal Year 2008/2009 an amount equal to Sixty-Seven Thousand, Five Hundred Sixty Dollars (\$67,560); and

2. May, for future fiscal years, consider funding for the services contemplated under this MOU. However, appropriation of such funding, in whole or in part, is at the sole discretion of the Agency Board.

D. Disbursement of Funding

The funding appropriated by the City Council and Agency Board under Sections B(3), B(4), C(1) and C(2) hereof, if any, shall be available to the DBA on a monthly basis. The DBA may request reimbursement under the following conditions:

1. Once per month, the DBA may submit 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) above. 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 hereunder during any fiscal year exceed the amount appropriated for these purposes by the City Council and Agency Board.

E. Indemnification

DBA shall indemnify, defend and hold harmless the City, Agency, and each of their respective elected officials, officers, employees, agents and volunteers, from and against any and all liability, claims, damages, judgments or awards, including costs, for damage to real or personal property, or personal injury or death (collectively, "Claims"), resulting from DBA's, any of its directors', officers', employees', agents', contractors', subcontractors' or volunteers' acts, errors or omissions arising out of or connected with providing the services contemplated by this MOU; provided, that DBA's obligations to indemnify and hold harmless shall only be to the extent DBA or any of its directors, officers, employees, agents, contractors, subcontractors or volunteers are a cause of the Claims.

F. Insurance

Without limiting its obligations pursuant to Section E of this MOU, the DBA shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage, City's Special Endorsement Form naming City as an additional insured, Automobile Liability in the minimum amount of \$500,000/\$500,000 and Workers Compensation insurance in statutorily required amounts.

G. Termination

Either party, upon the default hereunder by the other party, may terminate this MOU by providing at least thirty-days' (30-days') written notice to the other party. Services provided hereunder shall continue until the date of termination. Reimbursement for said services may be requested by the DBA up to sixty (60) days after the date of termination. Any and all reimbursement requests not received by that date shall not be reimbursed and neither party shall have any further obligation hereunder.

Unless terminated under the terms above, this Agreement shall terminate on June 30 ("Annual Termination Date") of each year unless extended in writing and executed by all parties hereto at least 60 days prior to the Annual Termination Date.

H. Default and Cure

Should either party allege default by the other party of its obligations hereunder, then the alleging party shall provide a written notice ("Notice of Default") to the other party ("Defaulting Party") including a description of the default and recommended actions to cure said default. The Defaulting Party shall, in good faith, attempt to cure the default within 15 days of receipt of the Notice of Default.

Failure to cure the default to the reasonable satisfaction of the other party shall be cause for termination of this MOU under Section E hereof.

I. Intent

The City, the Agency and the DBA are committed to actively pursue the items specified within this MOU toward the increased vitality of the BID. The parties agree the general basis for the terms of services set forth in this MOU are identified in Exhibit B, attached hereto and incorporated herein by this reference.

J. Term

The term of this MOU shall be for a period of one year from the effective date of this MOU, unless earlier terminated pursuant to Paragraph E.

K. Effective Date

The effective date of this MOU shall be the date it is signed on behalf of the City and Agency.

City of Culver City:

DBA:

By: _____
Jerry Fulwood, City Manager

By: _____
Gerald B. Weiner, DBA President

Dated: _____

Dated: _____

Culver City Redevelopment Agency:

By: _____
Jerry Fulwood, Executive Director

Dated: _____

Approved as to Content:

Charles Herbertson
Public Works Director/City Engineer

Approved as to Form:

Carol Schwab, City Attorney

Murray Kane, Agency Counsel

Approved as to Financing:

Jeff Muir, Chief Financial Officer