

10-0011-523
C014

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED #52

MOTION

The Street Furniture Revenue Fund provides funds for transit related projects, sidewalk projects, curb / sidewalk improvements, beautification projects needed to improve conditions for public transit patrons, and all expenses relating or incidental thereto for each Council District.

Council District 14 is coordinating several street beautification programs in Boyle Heights, the Northeast Area and throughout the District. This effort is of special benefit for the residents of the district and deserves financial assistance from the City. Sufficient funds are available in the Council District 14 portion of the Street Furniture Revenue Fund for this purpose.

I THEREFORE MOVE that a total of \$34,640 be allocated from the Council District 14 portion of the Street Furniture Revenue Fund No. 43D Department 50 to the named organizations or programs indicated below, in the amounts and for the purposes listed.

I FURTHER MOVE that the Board of Public Works, Office of Accounting, be authorized to make any payment(s) to the below named organizations, or any other agency or organization, in the indicated amounts, and that they be requested to prepare and process any other document(s) as may be required for these purposes.

PRESENTED BY: 
JOSE HUIZAR
Councilmember, 14th District

SECONDED BY: 

ORIGINAL

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MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
OFFICE OF COUNCILMEMBER JOSÉ HUIZAR, (CD14)
AND
NORTHEAST GRAFFITI BUSTERS (NEGB)

I. PARTIES

This MOU document constitutes a legal agreement between the Office of Councilmember José Huizar (subsequently referred to as CD14) and Northeast Graffiti Busters (subsequently referred to as NEGB) to implement a trash pick-up program called the Trash Elimination Program (subsequently referred to as TEP).

II. PURPOSE

A. Background

The communities within Council District 14 (Boyle Heights, Eagle Rock, El Sereno, Downtown Los Angeles, Garvanza, Glassell Park, Hermon, Rose Hills, Highland Park and Mount Washington consisting of over 23 square miles) have grown economically, socially, and politically. With this increase also comes increase in population, which leads to the possibility of additional trash along busy business corridors.

B. Purpose

The purpose of the TEP program is to collaborate with CD14 to fund this program and dispose of trash along busy business corridors within the CD14 borders. Visual blight has become an epidemic in our community and with only limited resources by the City of Los Angeles' Sanitation Department, TEP will serve as a catalyst to address this issue and help beautify CD14 communities.

III. WORK PLAN

A. It is agreed by both parties (CD14 and NEGB) that a 2 day-a-week program will be implemented for 12 months, beginning July 1, 2010 to June 31, 2011, for trash pick up service with service provided Mondays and Wednesdays from 6:00am to 2:30pm in busy business corridors (specific areas outlined in E. Boundaries). On June 31, 2011, this MOU will be completed. To reiterate, this MOU will begin July 1, 2010 and end June 31, 2011.

B. Work Days: The TEP employee will work two days weekly; Monday and Wednesday. Regular work hours will be 6:00am to 2:30pm, with a 1 hour lunch at 11:00am.



C. Communications: The TEP employee will have a Nextel phone with cell phone capability. The employee will have the capability of being contacted via "direct-connect" or "cellular telephone number".

D. Salary: The TEP employee will be paid \$11.00 hourly, including medical benefits- unless the employee works less than 32 hours.

E. Boundaries: For the purpose of the TEP project, the boundaries for this program will be the same as that of CD14, It is understood by all parties that this project will only remain within these boundaries and only on specified days. Trash pick-up service will occur for 120 trash receptacles in El Sereno and Northeast Los Angeles on Huntington Drive, York Blvd, Figueroa Blvd, Eagle Rock Blvd and Yosemite Dr. .

IV. COMMITMENTS

A. Office of Councilmember José Huizar (CD14)

CD14 agrees to pay the amount of \$10,500 to NEGB for a service contract beginning July 1, 2010 and ending June 31, 2011 for two days weekly, Monday and Wednesday totaling 16 hours weekly.

B. Northeast Graffiti Busters

NEGB agrees, as an in-kind donation, to loan to this project a 99 Dodge Full-Size Pickup and an 8-foot trailer. It is further understood that the truck and trailer will still be owned by NEGB but will be made available for two days weekly for the TEP project.

NEGB will be solely responsible for insurance, maintenance and repairs to the equipment used for the TEP project.

In addition, the employee designated for the TEP trash pick up program will be the sole responsibility of NEGB.

V. RESPONSIBILITIES OF THE PARTIES

A. General.

The Parties agree to jointly participate in the TEP Project for the disposal of trash along busy business corridors in the CD14 area, and to fund the program on the dates and amounts indicated. By signing below constitutes an agreement to all aforementioned stipulations.

José Huizar
14th District Councilmember

Rogelio Flores
Executive Director
Northeast Graffiti Busters

Northeast Graffiti Busters
9245 Glenoaks Blvd
Sun Valley, CA 91352

(818) 767-7711 office
(818) 767-7737 fax

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**MEMORANDUM OF UNDERSTANDING (MOU)
CD14 BOYLE HEIGHTS TRASH REMOVAL PROGRAM**

This (MOU) is entered into by Gang Alternatives Program (GAP) and Council District 14 of the City of Los Angeles (CD14).

The purpose of this MOU is to continue GAP's current contract with CD14 set to expire on June 30, 2010 for trash removal/maintenance of fifty (50) trash receptacles in the Boyle Heights community. This MOU extends GAP's services from July 1, 2010 through June 30, 2011. CD14 has accepted GAP's proposal to provide maintenance/trash removal of fifty (50) receptacles in the Boyle Heights community in the amount of **\$1,145 per month** or **\$13,740 per year** as indicated in the attached correspondence between GAP and CD14 dated June 15, 2010 for SERVICE 1.

Under this MOU GAP agrees to the following:

1. Continue to service fifty (50) receptacles identified by CD14 in the Boyle Heights community three days a week without an interruption in service as outlined above;
2. Supply replacement trash liners for these 50 receptacles; and
3. Collect and dispose of the full trash bags.

Under this MOU CD 14 agrees to the following:

1. Pay GAP for its services as agreed to in this MOU; and
2. Execute a City-approved contract between GAP and CD14 after signing of this MOU for the services and amount mentioned above

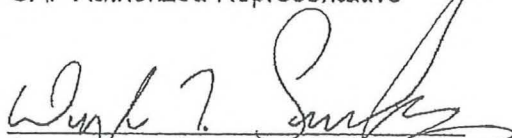
EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of authorized officials representing CD14 and GAP. It shall be in force until a formal City contract is executed between CD14 and GAP for the services mentioned above or June 30, 2011 (whichever comes first).

CD14 and GAP indicate agreement with this MOU by their signatures.

Executed on JUNE 30, 2010 [date], at Los Angeles, CA.

GAP Authorized Representative


Wayne T. Smith
Gang Alternatives Program
309 W. Opp Street
Wilmington, CA 90744

CD14 Authorized Representative


Dana C. Chavez, COS
City of Los Angeles
Council District 14
200 N. Spring Street, Room 465
Los Angeles, CA 90012

June 15, 2010

Jesse Leon
Area Director, Office of Councilmember José Huizar
Council District 14
1870 E. First Street
Los Angeles, CA 90033

Dear Jesse:

On behalf of the Gang Alternatives Program (GAP) please accept this formal proposal for services to Council District 14 from July 1, 2010 through June 30, 2011.

SERVICE 1:

GAP will remove trash from 50 receptacles in Boyle Heights as as mutually agreed upon three times a week on days mutually established by CD 14 and GAP. GAP will supply replacement trash bags and dispose of the full trash bags. The cost of this service is \$1,145 per month or \$13,740 per year.

SERVICE 2:

GAP will provide bulky item pick up every other week (26 times) at locations in CD 14 as assigned by the Council district. GAP will be operational at the selected site for three hours and for one hour of transit and disposal time. This service is available Tuesday through Saturday; it is not available Sunday or Monday. The cost of the service is \$10,400 per year.

The combined cost is \$24,140. If CD 14 chooses to implement one or both of these services, GAP will be able to begin the programs within three business days of contract execution.

Should you have any questions, please feel free to contact me.

Best regards,

Douglas L. Semark, Ph.D.
GAP Executive Director