



Rick Lemmo,  
President  
Raul Porto,  
Vice President  
Helen McDonagh,  
Treasurer  
Joe Stitick,  
Secretary  
Dennis De Pietro  
Carol Jacobs  
Phil Lanzafame

**Downtown Glendale Association  
Board of Directors Meeting  
Tuesday, April 28<sup>th</sup>, 2015 – 10:00 a.m.  
100 N. Brand Boulevard, Basement Conference Room  
Glendale, CA 912013  
[www.downtownglendale.com](http://www.downtownglendale.com)**

**AGENDA**

1. **Introductions – President Rick Lemmo**
2. **Approval of March 10<sup>th</sup>, 2015 Board minutes** **Action Item**
3. **Announcements, public comment**
4. **Committee Reports:**  
**(Sidewalk Operations/Beautification/Order, SOBO) – Dennis De Pietro**
  - a. Termination of Block by Block agreement, 30 day written notice **Action Item**
  - b. Consideration of New City Public Space agreement:  
**Resolution:** *That the Board of Directors will enter into an agreement with New City Public Spaces to conduct the following services in the management of in-house maintenance services in the public rights of way*
    - a. *to hire, supervise and manage employees to perform maintenance services in the DGA CBD area;*
    - b. *to hire, supervise and manage employees to perform landscaping services in the DGA CBD area;*
    - c. *to hire, supervise and manage employees to perform special event related services in the DGA CBD area;*
    - d. *To commence services as of June 1<sup>st</sup>, 2015 with a 60 day escape clause;*
    - e. *To authorize the purchase of a new truck to be owned and maintained by the DGA and oversee by NCPS staff;*
    - f. *To authorize the purchase of a new steam clean machine to be owned and maintained by the DGA and overseen by NCPS staff;*
    - g. *To authorize the purchase of a new water “dog” tank truck to water plants in the public rights of way under the DGA encroachment permit;*

- h. To allocate funds not to exceed \$32,200.00 per month for labor and management costs to keep in line with the current SOBO FY 15 allocation for Block by Block and the landscape service provider.
- i. To adhere to the conditions as outlined in the agreement between New City Public Spaces and the Downtown Glendale Association
- j. That NCPS shall make its best efforts to support local hiring for all aspects this new agreement, consistent with City Council suggestions

**Action Item**

5. Administrative staff changes

6. Next Board Meeting: \_\_\_\_\_

**BROWN ACT: Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discuss be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not identified as such and posted on the agenda. Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Nick Lemmo at 818 476-0120 x 420 at least 48 hours prior to the meeting.**



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**Downtown Glendale Association  
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Tuesday, March 10<sup>th</sup>, 2015 – 10:00am  
100 N Brand Blvd Cowork 100 Basement Glendale, CA 91203  
[www.downtownglendale.com](http://www.downtownglendale.com)**

**Present:** Rick Lemmo/ Caruso Affiliated, Joe Stitick/ Investment Property Services, Helen McDonagh/ Massage Envy, Phil Lanzafame/ City of Glendale, Dennis De Pietro/ F. De Pietro & Sons, Raul Porto/Porto's Bakery,

**Staff:** Marco Li Mandri, Nick Lemmo, Shant Sahakian, Tim Gallagher

**Guests:**

**CLOSED SESSION MINUTES, HELD AT 9:45:**

Closed session items for consideration:

**1. *Contractual agreement with Raw Inspirations, Farmers Market Operators:***

The Board reviewed the revised agreement between Raw Inspirations, the President and DGA staff for consideration of adoption. Dennis moved and Helen seconded that the DGA approve the contract for a one year period, based upon the contents agreement presented. The Board approved the motion unanimously.

**2. *Contractual agreement with New City America to increase on site staff to full time and fund from existing Marketing agreement.***

Staff articulated the need to perform more marketing and promotional tasks in-house and this would require an amendment to the current New City America administrative contract to provide for this full time administrative staffing. The current contract would continue to provide financial reporting, design work and the current level of office staffing, however marketing of events and the Farmers Market would be brought in-house. Helen moved and Dennis seconded that the New City America contract be supplemented and increased from \$108,000 to \$133,000 for the balance of this fiscal year to fund the full time position that we



would solicit for. The new full time position would become effective as of April 1<sup>st</sup> and would be funded from a reduction in the current marketing contract for this fiscal year (\$ 12,000) and from the unallocated line item in the budget (\$13,000). The motion was approved unanimously.

3. **Contractual agreement with maintenance service provider, status of improvements from last meeting.** Rick and Nick gave an update on the performance of the current maintenance and landscaping service providers, and how well they have improved since meeting with Rick and Nick in December. Nick and Dennis reported that this discussion would be taking place at the next SOBO Committee and recommendations will be made to the Board for action at its next meeting. No action taken.

**THE BOARD THEN OPENED ITS MEETING TO THE GENERAL PUBLIC AND ENDED ITS CLOSED SESSION AT 10:10 A.M.**

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
<b>Introductions</b>	President Rick Lemmo called the meeting to order at 10:100 am	<b>No Action Taken</b>
<b>Approval of January 20<sup>th</sup>, 2015 Minutes</b>	Board of Directors committee reviewed the minutes of November 18 <sup>th</sup> , 2014	<b>Helen moved and Joe seconded approval of the January 20<sup>th</sup> minutes. The motion was approved unanimously.</b>
<b>Public Comments and Announcements</b>	Rick Lemmo opened the floor to public comments and announcement.	<b>No Action Taken</b>
<b>City Updates on Current Projects</b>	Phil Lanza fame gave an update on City projects: a. Lemke Theatre. Construction will start this summer and it is planned for opening in the Fall of 2016. Discussion followed	<b>No Action Taken</b>
<b>EXECUTIVE COMMITTEE REPORT</b>		
<b>Annual Budget, FY 15</b>	Marco gave an update on the status of the YTD financial report. Marco went through each Committee budget and the carry forward. Discussion followed	<b>Joe moved and Raul seconded adoption of the YTD financial report. The motion</b>

		<b>was approved unanimously</b>
<b>State of the City luncheon</b>	The Board discussed allocating funds for the table to attend the State of the state of the City luncheon. The cost will be \$750.00 and would be allocated out of the contingency line item.	<b>Dennis moved and Raul seconded that \$750.00 be allocated to allow Board members and staff to attend the State of the City luncheon. The motion was approved unanimously</b>
<b>Raw Inspirations Agreement</b>	<p>This issue was discussed in detail in Closed session. The Board considered the following resolution:</p> <p><i>Authorizing the entering into the contract with Raw Inspirations for the Downtown Market on Brand Blvd. on Thursday afternoons, in existing parking spaces and along Chess Park and setting not-to-exceed compensation agreement for FY 2015 – Staff update. Contract with RAI not to exceed \$19,000 for 2015</i></p>	<b>This action item was approved in closed session</b>
<b>SOBO Committee</b>		
<b>Tour of San Diego's Little Italy</b>	The Board members discussed their recent tour of how the Little Italy CBD is managed and how the public rights of way are attracting new businesses to the district. Discussion followed on the relevance and applicability to the DGA and its CBD. The SOBO Committee will discuss how to merge various services into one new program for the district	<b>No action taken.</b>
<b>Painting of street lights</b>	Nick stated that many of the street lights are in need of re-painting. Phil stated he would talk to GPW on how to get them done	<b>No action taken</b>



<b>Landscape plan</b>	Dennis reported that there has not been any movement in regards to Bob Perry's report on the maintenance of trees and watering. Dennis reported that City staff would like to meet with DGA staff in June	<b>No action taken</b>
<b>DISI – MARKETING COMMITTEE</b>		
	<p>Full time staffing to bring some marketing services in-house. The following resolution was considered in the Closed Session:</p> <p><i>That the Board consider increasing the New City America contract to allow our new staff member to go full time to perform more Marketing, promotion, social media and communications work, authorization to allocate funds out of existing DISI budget for FY 16.</i></p>	<b>This action item was approved in closed session</b>
<b>Spring displays</b>	Nick gave an update on the status and implementation of the Spring displays. These are funded through the DISI budget	<b>No action taken</b>
<b>Special events</b>	<p>The DISI Committee has not had the opportunity to meet to prioritize the funding of special events throughout the year. However three events were discussed: Cruise Night, Special Olympics and the Taste of Glendale. A thorough discussion took place on the merits of each event. The Board considered the following:</p> <p><b>Cruise night:</b> No amount determined as of yet for this July 18<sup>th</sup> event;</p> <p><b>Special Olympics:</b> Helen recommended \$5,000 to be allocated to this event but she needs to ensure how the torch route will be determined.</p> <p><b>Taste of Glendale:</b> A thorough debate occurred on the level of support the DGA should be giving to this event.</p>	<p><b>Joe moved and Rick seconded that \$1,000 be allocated to the Taste of Glendale since this was the event that was most timely. The DISI Committee will meet to discuss the funding for the other events, and this will be reported to the Board at its next meeting. The motion was approved with five in favor and Helen abstaining. (Note: this was amended at a later time)</b></p>

<b>Next Meeting</b>	Next meeting for the Board of Directors Committee will be held on Tuesday, May 19 <sup>th</sup> , at 10:00 am at 100 North Brand Blvd., Cowork 100 Basement, Glendale CA 91203	<b>No Action Taken</b>
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**Minutes taken by Marco Li Mandri, staff.**



## PUBLIC RIGHTS OF WAY MAINTENANCE AND ENHANCEMENT AGREEMENT BETWEEN THE DOWNTOWN GLENDALE ASSOCIATION AND NEW CITY PUBLIC SPACES

**March 24, 2015**

### **INTRODUCTION:**

The change in maintenance implementation has been determined by the SOBO Committee. The combination of services into one work for is the rationale behind this change. The new "in-house" program is based upon the following:

1. **Consistency in management**, our current service provider has had a high turnover of lead personnel on the ground;
2. **Leveling the management structure**. Our current services providers have 2 separate management entities (Block by Block and Valley Crest), and they don't meet or collaborate at this time;
3. **Identifying functions and making them interchangeable**. Staff used for DGA functions including, but not limited to:
  - a. sidewalk cleaning,
  - b. public outreach work,
  - c. landscaping,
  - d. Downtown Market setup and take down and
  - e. public space management and maintenance should be all be crossed trained and led daily under the same management structure;
4. **Economy of scale**. Rather than paying the management structure and costs of two to three companies, we would consolidate it into one yielding a higher product for the same amount of funds;
5. Allow us to be more **nimble and provide supplemental services**;
6. Allow us to take on **new projects with no additional labor costs**;
7. Allow us to fully **develop our public spaces**;
8. **Higher product delivered** with no greater costs to the DGA;



This Agreement for Services is made effective as of May 15<sup>th</sup>, 2015, by and between The Downtown Glendale Association ("Customer") of 100 N. Brand Blvd. Ste., Ste 508, Glendale CA, 91203, and New City Public Spaces, Inc. ("Contractor") of 710 W. Ivy Street, San Diego, CA 92101.

**TERM.** The Term of this agreement shall commence on June 1<sup>st</sup>, 2015 and continue until such time that the services provided by New City Public Space maintenance crew is no longer needed. This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

**DESCRIPTION OF SERVICES.** Throughout the Term of this Agreement Contractor shall provide for and with respect to the Zones all the services and upon satisfactory performance thereof shall be compensated by DGA ("Customer") , all as described in the Appendix attached hereto and hereby made a part hereof.

**PAYMENT TERMS.** Terms for payment of contracted services shall commence with the initiation of the contract. The Customer shall be billed once per month on a flat rate basis at the beginning of the pay period, or in this case, during the first week of services.

**MANNER OF CONTRACTOR'S PERFORMANCE.** In performing the services required of it under this agreement, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations. All materials and equipment used in the performance of the services shall be in good and slightly condition. All persons employed by Contractor in or about or about the rendering of the services shall be fully qualified and skilled in their trades. Proper attire, appearance and identification may be required including uniforms as designated by the Customer.

**INDEMNIFICATION.**

New City Public Spaces agrees to indemnify and hold DGA, its agents and Board members ("Customer") harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against DGA ("Customer") that result from the acts or omissions of New City Public Spaces and/or New City Public Space's employees, agents, or representatives.

DGA agrees to indemnify and hold New City Public Spaces, Inc. ("Contractor") harmless from all claims, loses or expenses, fees including attorney fees, costs and judgments that may be asserted against New City Public Spaces, Inc. ("Contractor") that results from the acts or omissions of DGA and/or DGA employees, agents or representatives.

**INSURANCE.**

New City Public Spaces, at its own cost and expense, shall procure and maintain throughout the term of this agreement a workers' compensation insurance policy for the protection of its employees engaged in work under this agreement.



- **Worker's Compensation & Employer's Liability:** Statutory limits required by applicable Worker's Compensation Law for liability arising under any applicable Act or governmental enactment for the protection of employees and \$500,000 per occurrence for employers liability arising under any other applicable Act or governmental enactment for the protection of employees.

- **Commercial General Liability** including products and completed operations coverage, premises liability, blanket contractual liability including Contractor's indemnity agreements contained in this Agreement, personal injury (employees' exclusion deleted) \$1,000,000 per occurrence Bodily Injury and Property Damage, \$3,000,000 aggregate. Coverage shall be written on a "occurrence" basis.

- **Comprehensive Auto Liability** including owned, non-owned and hired vehicles coverage: \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).

Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage, shall name: DGA and City of Glendale as additional insureds. Contractor shall supply DGA with certificates of insurance evidencing compliance. Insurance shall not be cancelled, reduced or materially changed without 30 days notice to DGA.

#### **REMEDIES.**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

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**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**NON-DISCRIMINATION POLICY.** Contractor agrees that it will not deny the contractor's benefits to any person nor discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or any other applicable protected classification. Contractor will take affirmative action to ensure that the evaluation and treatment of employees are free from such discrimination. Contractor, unless exempt, further agrees to abide by the terms of all applicable federal, state and local non-discrimination provisions, including but not limited to 41 CFR Sec. 60-1.4, such non discrimination provisions being incorporated herein by reference.

**MAXIMUM PAYMENT:**

Based upon the services, supplies and equipment laid out in the Appendix to this proposal, the estimated maximum payment to be made monthly to New City Public Spaces shall be \$32,130.00 per month. Full payments shall be due at the beginning of the month, on or around June 1<sup>st</sup>, 2015. Payments shall be made to New City Public Spaces, 710 W. Ivy Street, San Diego, CA 92101.

**COMMENCEMENT DATE:**

This agreement shall commence on June 1<sup>st</sup>, 2015.

**LOCAL HIRING.**

The Contractor will make its best efforts to hire all employees from the City of Glendale. Local hiring is a commitment made by the Contractor, based upon the highest qualified eligible employee for the position and time period needed.



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**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first hereinabove set forth.

**DGA (Customer):**

The Downtown Glendale Association

By: \_\_\_\_\_  
Rick Lemmo  
President

**CONTRACTOR:**

New City Public Spaces, Inc.

By: \_\_\_\_\_  
Marco Li Mandri  
President

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## APPENDIX TO NCPS/DGA AGREEMENT

### NCPS Proposal for Maintenance of the Downtown Glendale CBD

Category	NCPS	NCPS Hours	Notes
Labor	\$262,000.00	302 HR/Week	5% Increase in Hours w/ NCPS
Benefits	\$27,530.00		
Labor Related (background checks, recruiting, awards, etc)	\$2,200.00		
Uniforms	\$2,500.00		
Janitorial Supplies	\$2,650.00		
Equipment	\$5,680.00		Proposed \$12k contract reduction to offset the cost of pressure washer and truck
Equipment Related (insurance, fuel & maintenance	\$17,350.00		
Cell Phones	\$2,400.00		
Office Supplies & Printing	\$500.00		
Miscellaneous	\$1,000.00		
Administrative Support (management, travel, postage, etc)	\$14,000.00		
Profit (8.5% of total)	\$28,713.85		
TOTAL	\$366,523.85		\$13,043.42 Difference

NCPS Position	NCPS Start Wage	NCPS After 1 Year	NCPS After 2 Years
Cleaning Ambassadors	\$12.00	\$13.00	\$13.50
Power Washing	\$13.00	\$14.00	\$14.50
Team Leader	\$14.00	\$15.00	\$15.50

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Landscape and Planter Maintenance	NCPS Proposed Hours	NCPS Proposed Cost	Notes
72 Concrete Planters	20 hours per week	\$19,000 / Annual	40% increase in hours with NCPS which can be used for landscape projects outside of the 72 concrete planters
TOTAL		\$19,000.00	\$2,132.00 Difference

Equipment Needed to Provide In House Services	Cost	Amortized 4 Years	Sourcing Plan	Notes
F150 Truck with Necessary Towing Capacity	\$28,000.00	\$583.33	Unallocated carry forward funds. Reduction of \$1000/mo in NCPS contract.	Current truck is leased and is property of BBB
Hot Water Pressure Washer with Trailer	\$20,000.00	\$416.66	\$7,555.50 Credit from banked hours with BBB. \$12,444.50 from unallocated carry forward funds. Reduction of NCPS contract.	Model similar to current model BBB uses. Significant discount in pricing as MSRP is \$25,869
Water Tank with Pump and Hose	\$2,132.00		Public Space Maintenance budget of additional funds from landscaping reallocation (see above N/A chart)	To water plants and trees in District