EXHIBIT No.

34.1

City of Alexandria, Virginia

MEMORANDUM

DATE:

JUNE 21, 2007

TO:

THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM:

JAMES K. HARTMANN, CITY MANAGER

SUBJECT:

APPROVAL OF THE AUTHORITY OF THE CITY MANAGER TO ENTER

INTO A MEMORANDUM OF UNDERSTANDING WITH THE

ALEXANDRIA CITY PUBLIC SCHOOLS FOR THE DEPARTMENT OF RECREATION, PARKS AND CULTURAL AFFAIRS TO PROVIDE OUTDOOR MAINTENANCE SERVICES AT CITY SCHOOLS

<u>ISSUE</u>: Transfer of responsibility for outdoor maintenance services at City School sites to the Department of Recreation, Parks and Cultural Activities.

RECOMMENDATION: That City Council authorize the City Manager to enter into a (MOU) substantially in the form as attached with the Alexandria City Public Schools (ACPS) for the Department of Recreation, Parks and Cultural Affairs (RPCA) to provide outdoor maintenance services to ACPS if such a final agreement can be reached with the ACPS before City Council's next legislative meeting in September of 2007.

BACKGROUND: City and ACPS staff have been discussing and developing a MOU that would have the RPCA provide outdoor maintenance services to the ACPS beginning in FY 2008. These discussions were the result of budget hearings with City Council during consideration of the FY 2007 budget. The impetus for this MOU is that the RPCA could provide these services more efficiently than the Schools because of economies of scale in the larger RPCA outdoor maintenance operational activity. The other advantage is that the ACPS would be relieved of responsibility from managing this activity and allowed to concentrate more on its core function educating students.

<u>DISCUSSION</u>: The ACPS now provides outdoor grounds maintenance operations at its 17 school sites for a cost of \$720,000 per year (approximately \$440,000 in personnel compensation and \$280,000 in other costs). The MOU provides that the City would provide these services for \$645,000 in FY 2008, a savings in excess of 10%. Furthermore, RPCA believes that the service level specifically described in the MOU and to be provided under its terms may be higher than current levels of service the Schools are able to provide using their current resources.

Under the MOU, 8 employees would be transferred to the RPCA, each of them receiving a slightly higher rate of pay and equivalent benefits under the City's pay scales. The equipment used by the Schools for these purposes also would be transferred to the City.

The services provided would include mowing operations, leaf collection, snow removal, spring maintenance, horticulture services, and trash removal on outdoor school grounds. Future capital improvement projects affecting those school grounds would be included in the RPCA portion of the City's Capital Improvement Program. Maps of the grounds to be maintained at each school facility are contained in the attached MOU, as well as estimates of the materials costs at each location, the specific maintenance levels of service to be provided, the exact equipment and specific personnel to be transferred from ACPS to the City.

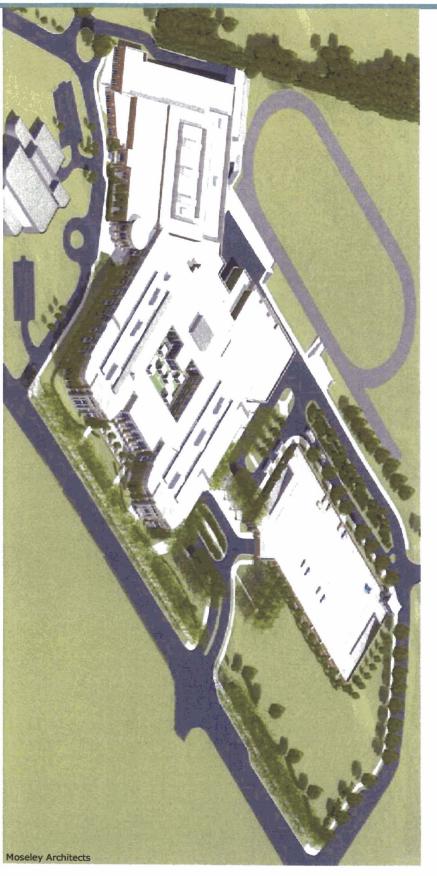
FISCAL IMPACT: At the time of the preparation of this docket item, School and City staff have not yet completed their negotiations of the MOU. The major sticking point is where the \$645,000 in costs for FY 2008 outdoor maintenance costs should be budgeted. The Schools deleted the cost of outdoor maintenance staff from its budget and the City's proposed and adopted budget did not contain any funding for assuming these responsibilities. I have proposed that the funds for this activity come from the surplus funds available in the ACPS operating budget as it closes FY 2007. A Council approved transfer of these funds would need to occur from the ACPS to the RPCA budget to do so and such transfer would be requested in the fall. School surplus funds are customarily designated for future appropriation in the succeeding fiscal year, in this case FY 2009. So if these funds are used in this way, the Schools would require additional funds in FY 2009 than they would otherwise.

If an agreement cannot be reached between City and School staff, ACPS will have to continue to provide these services itself with its own budget resources.

ATTACHMENT: Draft -- Schools Outdoor Maintenance Agreement: City of Alexandria, Virginia and Alexandria City Public Schools.

STAFF:

Bruce Johnson, Director Office of Management and Budget Kirk Kincannon, Director, Department of Recreation, Parks and Cultural Activities Roger Blakely, Deputy, Director, Department of Recreation, Parks and Cultural Activities



June, 2007

Schools Outdoor Maintenance Agreement City of Alexandria, Virginia Alexandria City Public Schools

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Introduction



During the City Council Budget Hearings in 2006, the City Council proposed changes to the existing structure of maintenance responsibilities at the public schools. The proposal focused on developing better communication between the Departments of Recreation, Parks and Cultural Activities (RPCA), Transportation and Environmental Services (T&ES), and the Alexandria City Public Schools (ACPS).



Internal meetings were held between City and School Staff to further define the maintenance roles of each agency and to update the existing Memorandum of Understanding signed by each agency in 1997. In an effort to utilize and manage City resources more effectively, the School Board and City Council proposed that ACPS concentrate on educating the students, RPCA provide the grounds maintenance, and T&ES provide snow removal and paving for the 17 schools.



As part of the City Manager's desire to provide better efficiencies to the community and increase services, the internal working group proposed that the existing school grounds maintenance crew be reassigned to the RPCA Park Operations Division. The Park Operations Division was recently reorganized into seven districts that decentralized the operations to on-site locations, allowing them to gain a significant amount of time for maintenance functions that had previous been lost to inter-city travel.



The internal working group developed a plan that enabled ACPS to reassign the current grounds maintenance employees to the City, reducing ACPS' obligation to grounds maintenance functions and allowing them to concentrate on education. Working with the RPCA Park Operations Division, the City would gain additional efficiencies and provide a higher level of maintenance for each school, enhancing the beauty and providing a better quality of life for the community.

Currently, ACPS provides ground maintenance operations for the 17 schools at the cost of \$720,000 per year. This included \$440,000 in wages and benefits, and \$280,000 in material costs. RPCA Park Operations Division's estimate for the same service is \$645,000 including \$280,000 in material costs and \$365,000 in wages and benefits, taking in consideration the reassignment of 8 current Schools employees engaged in this function to the City's (RPCA) payroll at City wage and benefit rates. Transferring the grounds maintenance operations would provide approximately \$75,000 in cost savings per year. If approved, this Memorandum of Understanding, outlined as follows, will go into effect on July 1, 2007.

Overview

Mowing Operations

The schools sites will be mown at frequencies prescribed in their assigned level of service, (discussed in more detail on page 20) April through October depending on weather conditions and the condition of the individual sites. Every attempt will be made to conduct mowing operations before the school day starts.

Leaf Collection

Leaf collection will begin with City scheduled removal of leaves during November and December. Collection activity will be conducted according to level of service assigned to each site. Every attempt will be made not to disrupt school activities.

Snow Removal

Each school will be treated as a top priority site for snow removal. The crews will operate on 12-hour shifts during snow removal days to make sure schools are plowed and sidewalks are cleared within the time frames listed per level of service. Winter maintenance programs will take place in January and February. The snow removal plans for each school are highlighted in yellow on the following pages. The maintenance of parking areas will be coordinated with T&ES and RPCA.

Spring Maintenance

In March and April, each site will receive additional maintenance including pruning the trees, overhauling the flower and shrub beds and repairs to the fields and turf areas. These activities may extend into the school day. Every attempt will be made not to disrupt school classes.

Horticulture Services

The goal is to provide perennials and seasonal color to all designated areas at each school according to the assigned level of service. The Horticultural Supervisor will determine and plant the landscaping areas. Any additional landscape areas or services not identified in this plan that the ACPS desire will be at the expense of ACPS.

Additional Grounds Maintenance

Trash removal at each site will be re-evaluated around the school perimeter including parking lots, and walkways. Historic trends and area uses will be studied to determine how often trash removal will be provided. Service will be provided daily, twice weekly or upon inspection every 5-7 days, depending on the trash can. All trash cans in the school and courtyards will remain the ACPS's responsibility to empty, maintain and service. Plans showing ACPS maintenance boundaries are included on the following pages.

Capital Improvement Projects

The City and ACPS recognize that consideration should be given to making capital improvements on school grounds maintained by RPCA. Such improvements could include, but are not limited to; new irrigation systems, synthetic fields, engineered play areas, miracle fields, etc. The RPCA will consult with ACPS staff during the development of the City Manager's proposed CIP. Such projects, if proposed by the City Manager, will be contained in the RPCA section of the CIP.

Charles Barrett Elementary School - Four Mile Run District



Located at:

Alexandria, VA 22302 1115 Martha Custis Drive

Service Level 3



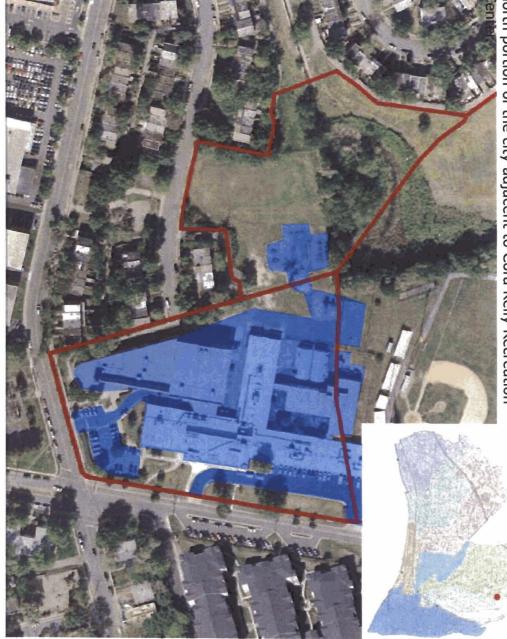
Charles Barrett School

Snow Removal

ACPS Maintenance

Cora Kelly School for Math, Science and Technology - Four Mile Run District

Cora Kelly School serves grades K- 5 and is located in the north portion of the city adjacent to Cora Kelly Recreation



Located at: 3600 Commonwealth Avenue Alexandria, VA 22305

Service Level 3

Snow Removal Plan





ACPS Maintenance

33 8 100

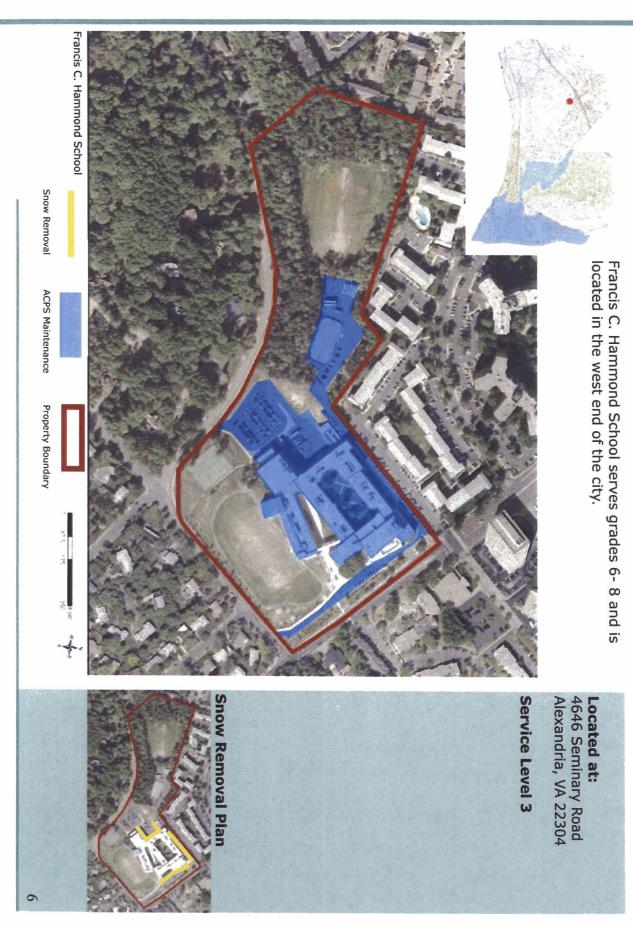


Douglas MacArthur Elementary School - Fort Ward District





Francis C. Hammond Middle School - Fort Ward District



George Mason Elementary School - Four Mile Run District

George Mason School serves grades K- $\mathbf{5}$ and is located in the north end of the city.



Located at: 2601 Cameron Mills Road Alexandria, VA 22302

Service Level 3

Snow Removal Plan



Snow Removal

ACPS Maintenance

George Washington Middle School - Simpson District

located in the central portion of the city. George Washington Middle School serves grades 6-8 and is



Located at: 1005 Mount Vernon Avenue Alexandria, VA 22301

Service Level 3





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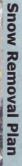
James K. Polk Elementary School - Holmes Run District

James K. Polk School serves grades K- 5 and is located in the west end of the city.



Located at: 5000 Polk Avenue Alexandria, VA 22304

Service Level 3





Jefferson-Houston School for Arts and Academics - Simpson District



Alexandria, VA 22314 Located at: 1501 Cameron Street

Service Level 3



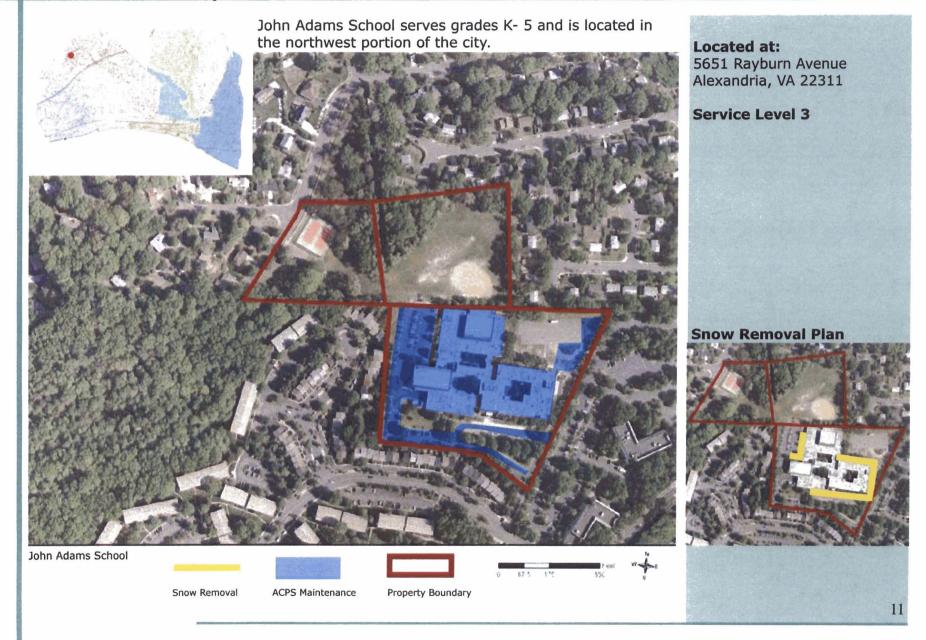
10

Jefferson-Houston School

Snow Removal

ACPS Maintenance

John Adams Elementary School - Holmes Run District



Lyles-Crouch Traditional Academy - Waterfront District

Lyles-Crouch serves students in grades K- 5 in the south Old Town area of the city.



Located at: 520 S. St. Asaph Street

Alexandria, VA 22314

Service Level 3

Snow Removal Plan

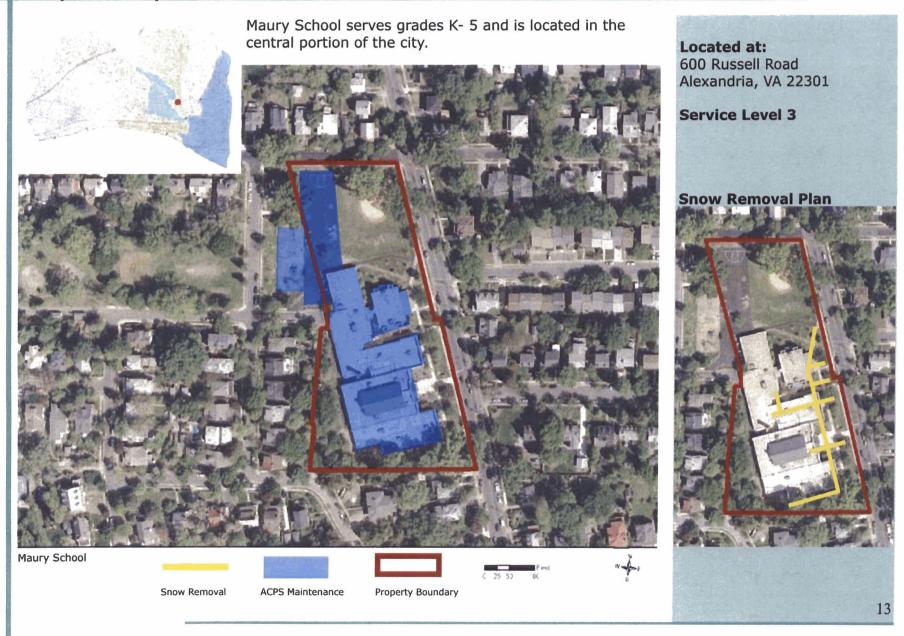


Lyles-Crouch School

Snow Removal

ACPS Maintenance

Maury Elementary School - Four Mile Run District



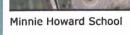
Minnie Howard High School - Fort Ward District

Minnie Howard High School serves 9th grade students and is located in the west end of the city.

Located at:
3801 W. Braddock Road
Alexandria, Virginia 22302

Service Level 3











Snow Removal

ACPS Maintenance

Mount Vernon Community School - Simpson District



Located at:

2601 Commonwealth Avenue Alexandria, VA 22305

Service Level 3

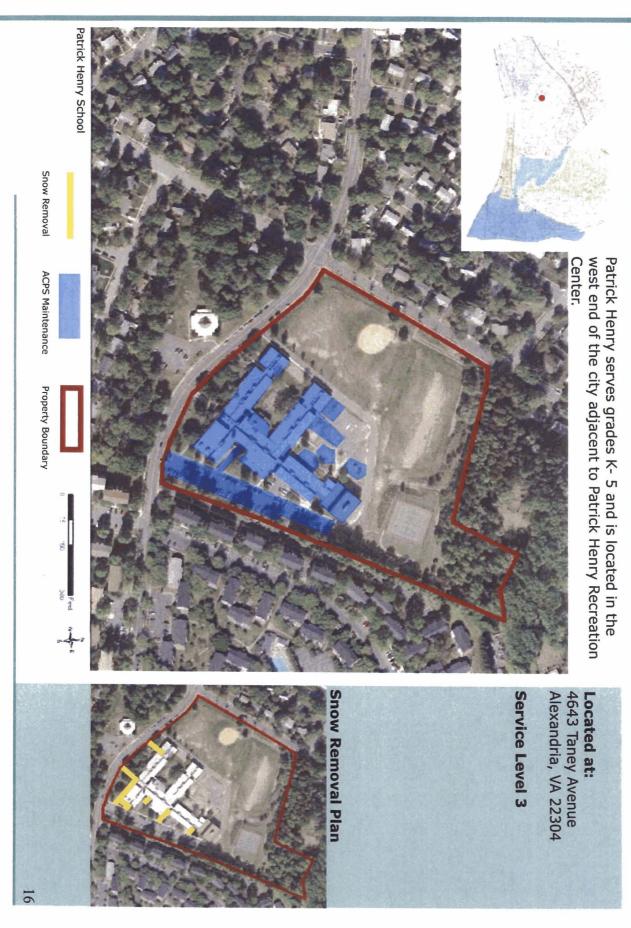




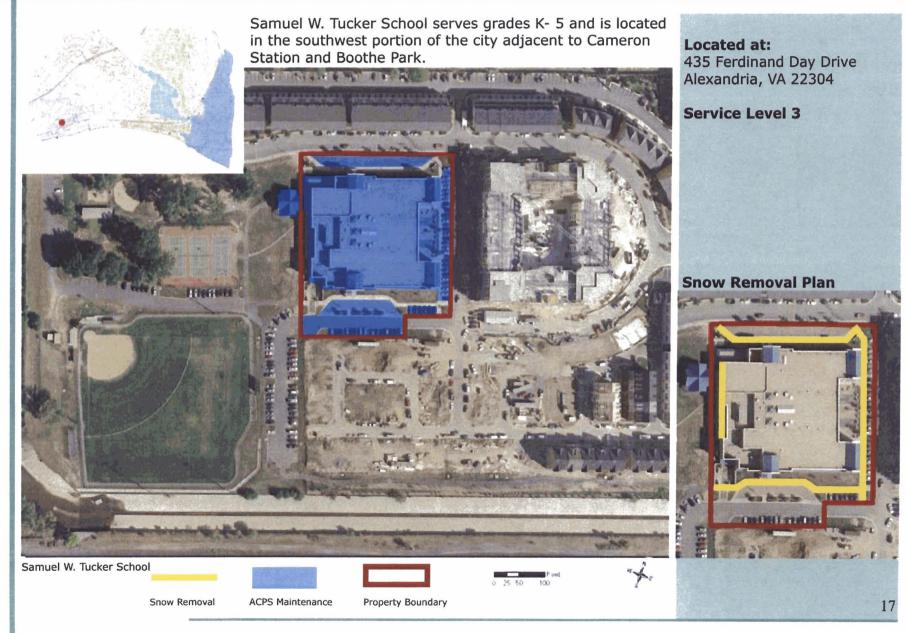
Snow Removal

ACPS Maintenance

Patrick Henry Elementary School - Holmes Run District



Samuel W. Tucker Elementary School - Brenman District



T.C. Williams High School - Fort Ward District



Located at: 3330 King Street Alexandria, VA 22302

Service Level 3

Snow Removal Plan



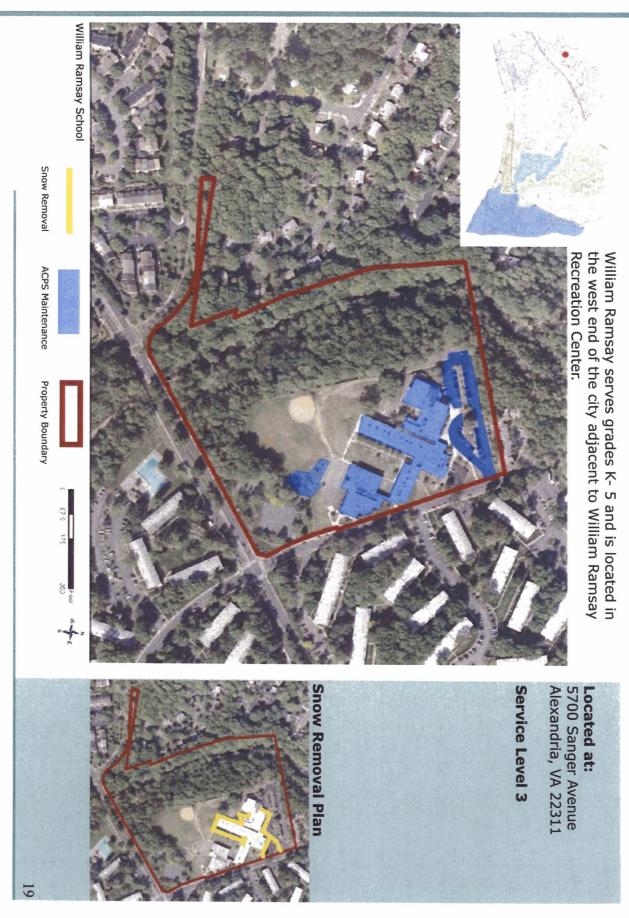
Snow Removal

ACPS Maintenance

Property Boundary

175

William Ramsay Elementary School - Holmes Run District



Proposed Operating Costs- Non-Personnel

District	Material Cost
Brenman District	\$2,000
Samuel W. Tucker School	\$2,000
Waterfront District	\$2,000
Lyles-Crouch	\$2,000
Holmes Run District	\$60,000
John Adams	\$20,000
Patrick Henry	\$20,000
James K. Polk	\$10,000
William Ramsay	\$10,000
Fort Ward District	\$60,000
Francis C. Hammond	\$20,000
Douglas MacArthur	\$5,000
Minnie Howard	\$5,000
T.C. Williams	\$30,000
Four Mile Run District	\$45,000
Charles Barrett	\$10,000
Cora Kelly	\$20,000
George Mason	\$10,000
Maury	\$5,000
Simpson District	\$51,000
George Washington	\$36,000
Jefferson-Houston	\$10,000
Mount Vernon	\$5,000
Total	\$280,000

Maintenance Levels

Level 1

Horticulture:

4 seasons of color: Spring, Summer, Fall,

and Winter (annuals)

Mowing:

7 day schedule (April- October)

Leaf Collection:

7 day schedule

Snow Removal:

Bare Pavement within 4 hours

Trash Removal:

Daily

Costs of materials: \$560,000/ year

Level 2

Horticulture:

2 seasons of color: Spring, Fall, (annuals)

Mowing: 7-10 day schedule (April- October)

Leaf Collection:

10 day schedule

Snow Removal: Bare Pavement within 6 hours

Trash Removal: Twice weekly

Costs of materials:

\$460,000/ year

Level 3

Horticulture:

No annuals- Perennials only

Mowing:

10-14 day schedule- April- October

Leaf Collection:

15 day schedule

Snow Removal: Trash Removal: Bare Pavement within 8 hours Inspections every 5-7 days

Costs of materials: \$280,000/ year

Transfer of Resources Required in FY 2008



Transfer of Equipment

Rolling Stock and Equipment Replacement Inventory

- 1. 2007 176 SD Crew Cab Truck
- 2. 1998 GMC Truck
- 3. 1998 GMC Truck
- 4. 2004 Halmark Trailer
- 5. 2004 Halmark Trailer
- 6. 2005 72" Mower
- 7. 2006 Leaf Blower
- 8. 2003 Truck Loader



Personnel Transfer to City Employment

- 1. William Bannister
- 2. Eric McKinney
- 3. Gregory Ross
- 4. Willie Ruffan
- 5. Darryl Wainwright
- 6. Loe Burks
- 7. Marlon Newman
- 8. Ralph Wanzer



Interdepartmental City Contract

WHEREAS, The City of Alexandria is fortunate to be able to provide many fine public facilities for use by its citizens; and

WHEREAS, the Alexandria City Manager and the Alexandria School Superintendent jointly have agreed that it is in the best public interest to work together to ensure the maximum feasible public use of these facilities for educational and recreational purposes; and

WHEREAS, the Alexandria City Public Schools (ACPS), and the City of Alexandria Department of Recreation, Parks, and Cultural Activities (RPCA), agree to have the RPCA provide outdoor ground maintenance activities and mutual services related to their specific areas of responsibility and for the ACPS to provide for the education and indoor maintenance of the Schools and mutual services related to their specific areas of responsibility.

NOW THEREFORE, the Alexandria City Manager and the Alexandria School Superintendent do hereby enter into the following agreement for the cooperative use, management and financial support of these community facilities.

Philosophy, Situation, and Terms of This Agreement

- A. The purpose of this agreement is to provide detailed understanding and structure for cost effective grounds maintenance associated with school grounds, open space, and park property to provide greater efficiency to the City of Alexandria taxpayers.
- B. It is recognized that the ACPS and other City agencies are limited in financial, personnel, and facility resources to support their respective programs. Therefore, establishing a mutual maintenance agreement that provides best management practices to support the mission and desires of the City residents and provides maximum effective utilization of all public/community facilities is beneficial.
- C. That the City Manager shall recommend to City Council and the Alexandria School Superintendent shall recommend to ACPS School Board that \$645,000 shall be provided from the FY 2007 year-end fund balance of the ACPS operating fund to effectuate this funding arrangement, and City and ACPS staff shall recommend appropriate actions be taken by City Council and ACPS School Board to do so.

Interdepartmental City Contract

- D. RPCA shall provide all outdoor grounds maintenance in the designated areas found in this agreement and that the current ACPS ground maintenance positions, as identified in this agreement, shall reassigned to RPCA.
- E. That the City Council approve an ACPS fund balance transfer of personnel and non-personnel operational expenses in the amount of \$645,000, which shall be included in the FY 2008, RPCA operating budget. After this one time transfer, RPCA will maintain these costs through the City budget process.
- F. City/School staff believe that this reallocation of responsibilities will provide both the City and Schools with a cost savings benefit and consistent care that relates to the City's overall grounds care program.
- G. The existing City Schools maintenance facility work group as appointed by the City Manager and the School Superintendent, respectively agree that this oversight committee address any grounds maintenance /snow removal issues that may arise, and develop a strong communication avenues to communicate with the principals, PTA, and community.
- H. The existing City/School maintenance facility work group shall attempt to resolve all issues relating to the joint use of the facilities as covered by the guidelines contained herein and in the Memorandum of Understanding signed by all in 1997.
- I. This Memorandum of Understanding incorporates all provisions of the City/School Facilities Use and Maintenance & Service Agreement, as revised October of 2006.
- J. School principals and RPCA staff will jointly review the condition of the facilities on a quarterly basis (March, June, September, and December), and report their findings to the Director of RPCA and to the School Facilities Director.
- K. ACPS shall be responsible for the electrical and water costs associated with each site. ACPS shall be responsible for the daily litter pick up of the grounds and RPCA shall empty the designated trash cans identified at each site. If additional cleaning or trash services are required for special School events the costs will be determined before the event and paid for by ACPS.

Interdepartmental City Contract

Funding

In FY 2009 and thereafter, the City and Schools shall fund necessary costs pursuant to this agreement in accordance with normal budgetary procedures. If either RPCA or ACPS staff believe that a change in the negotiated levels of service are warranted for any reason, each shall notify the other in a timely fashion during the development of their respective budget requests.

City staff shall make good faith efforts to maintain the levels of service as negotiated in this agreement and shall add whatever is necessary in the RPCA budget to cover inflation, COLAs, increased benefits costs and other operational cost increases that are necessary to provide that level of service. If the ACPS desires higher levels of service than those negotiated here, then the cost of such increases would be the responsibilities of ACPS.

Public Information

		ne City manager and Superintendent of Schools an be disseminated by the Manager and Superintenden	t
of Alexandria, VA, Public Sch	ools, and the City Manager of Alexandria	200, by and between the Superintenden a, VA. It formalizes and gives credence to procedure as for the ground maintenance and snow removal for	S
		Either party may at anytime terminate this notice of this intention to terminate agreement.	
	By: City Manager of Alexandria, VA	By: Superintendent, Alexandria City Public Schools	
	Date	Date	
Approved to form			24