

CITY OF CULVER CITY
MEMORANDUM OF UNDERSTANDING
WITH: CULVER CITY CHAMBER OF COMMERCE

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the City of Culver City (the “City”), a California municipal corporation, and the Culver City Chamber of Commerce (the “Chamber”), a California non-profit corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the purpose of this MOU includes, but is not limited to, defining the Chamber’s organizational relationship with the City; and delineating the functions, duties and responsibilities of the Parties with respect to their partnership in community events and economic development activities in the City; and

WHEREAS, the City has a significant interest in enhancing the City’s economy and business environment by attracting business and investment to the community; and

WHEREAS the City, in cooperation with the Chamber, continues to expend significant resources towards events and projects that serve to benefit the City at large; and

WHEREAS, the Parties have a common interest in promoting and maintaining Culver City as a healthy and vibrant place to do business; and

WHEREAS, the Chamber has the expertise and ability to produce events and projects that attract and retain businesses to the City, and the Parties desire to enter into an agreement to carry out those objectives; and

WHEREAS, the Parties have entered into MOUs since 2009 defining specific duties and responsibilities with regard to joint events and/or activities;

WHEREAS, the last MOU expired on December 31, 2020 and no MOU has been in place since the onset of the COVID-19 pandemic;

WHEREAS, representatives from the Parties have met to discuss current state of business in Culver City and have identified methods of accomplishing these mutual objectives and, as a result, have committed to work cooperatively towards the achievement of these mutual objectives; and

WHEREAS, the Parties desire to continue this relationship by executing a new MOU, which shall be applicable to fiscal year 2023-2024, and will be amended, as needed, to reflect the current needs of the community; and

NOW THEREFORE, based on the foregoing Recitals, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. GENERAL RESPONSIBILITIES OF THE CITY

Under this MOU, the City shall, in general:

- A. Promote Chamber programming geared to the entire City business community and designate the events and programs in Exhibit A as City-sponsored. These events and programs are collectively referred to as "Co-Sponsored Events."
- B. Participate, as needed and to the extent resources permit, in the planning, preparation and/or promotion of the Co-Sponsored Events, including, but not limited to, promotion of the events through the City's website, via social media and on the City's video crawler.
- C. Contribute 25% of the total estimated costs of the Co-Sponsored Events or at least \$1,000, whichever is less, as determined by the City. This contribution may take the form of staff time, materials, a waiver of fees, or any combination thereof.
- D. Provide City staff time to the extent resources permit (at no fee) to assist the Chamber with the planning, preparation and/or promotion of the Co-Sponsored Events.
- E. Lead and organize three virtual educational workshops/ forums at the City's cost.
- F. Participate and promote the Chamber with curating and launching "Discover Culver City" tourism program.
- G. Lead and organize two Creative Economy events.
- H. Organize industry cluster meetings and/or events
- I. Lead new business welcome program
- J. Process any City permits it deems necessary for the Co-Sponsored Events. Requests for permit fee waivers may be approved by the City Manager, or deferred to the City Council for consideration, at the City Manager's discretion. The Chamber shall cooperate with any requests for information to assist the City in any City permitting process.

2. GENERAL RESPONSIBILITIES OF THE CHAMBER:

Under this MOU, the Chamber shall, in general:

- A. Produce events or projects that promote and maintain the City as a healthy and growing area for commerce and business, including, but not limited to, the Co-Sponsored Events listed in Exhibit A;
- B. Promote the City at regional and state Chamber events;

- C. Assist the City in communicating with the business community, including, but not limited to, providing notice regarding City-related business to its members;
- D. Assist the community in directing the public to the appropriate City departments or other governmental agencies;
- E. Assist City staff in coordinating meetings on business related-issues;
- F. Participate, as needed in the planning, preparation and/or promotion of Co-Sponsored Events on Chamber website, newsletter and social media.
- G. Promote the Business Educational Workshops, Creative Economy and Industry Cluster events led by the City.
- H. Place the City logo in all materials outlined in this MOU;
- I. Obtain any and all applicable permits and licenses required for the Co-Sponsored Events, including, but not limited to, City special event permit;
- J. Ensure all Co-Sponsored Events comply with the Culver City Municipal Code.

3. **CANCELLATION OF EVENTS:** If the Chamber reasonably determines the production of a particular event to be financially infeasible in any given year, the Chamber may cancel an event by giving the City sixty (60) days' written notice of such cancellation. Any event cancelled in one year shall resume in the following years unless written notice of cancellation is provided in any of the following years in accordance with the provisions of this Section.

4. **ADDITIONAL EVENTS:** The Parties may, from time to time, agree to conduct other co-sponsored events as agreed upon by the parties. Additional events must be approved by the Culver City City Council at a public meeting. Any additional events approved by the City Council, pursuant to this Section 4 of this MOU, shall be subject to all applicable terms and conditions of this MOU. For each event approved in accordance with the provisions of this Section, the City may:

- A. Designate the event as a City-sponsored event;
- B. Designate City staff and allocate staff time to assist the Chamber with the planning, preparation and/or promotion of the event, and waive applicable fees and City staff time; and
- C. Facilitate the processing of any City permits it deems necessary for the event. Requests for permit fee waivers may be approved by the City Manager or deferred to the City Council for consideration, at the City Manager's discretion. The Chamber shall cooperate with any requests for information to assist the City in any City permitting process. The Chamber shall be responsible for obtaining any other non-City permits required for a specific event

5. **INDEMNIFICATION:** To the fullest extent permitted by law, the Chamber shall indemnify, defend (at the Chamber's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising out of or in any manner related to this

Agreement and the License granted hereunder. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Chamber agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require the Chamber to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Chamber of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Chamber, City or any Indemnitee.

6. INSURANCE: Without limiting its obligations pursuant to Section 5 of this Agreement, Chamber shall procure and maintain, at Chamber's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit B. If there are changes to the insurance limitations, the Chamber shall ask for this request in writing to the City's Risk Management. The City will evaluate on an individual event basis.

7. DEFAULT AND CURE: Should any party allege default by the other party of the other party's obligations under this MOU, the party alleging default shall provide a written notice of default to the other party and include a description of the default and requested actions to cure said default. The other party shall, in good faith, attempt to cure the default within fifteen (15) days of receipt of the notice of default.

Failure of the other party to cure the default to the reasonable satisfaction of the party alleging default within fifteen (15) days of receipt of the notice of default shall be cause for termination of this MOU under Section 8 hereof.

8. TERMINATION AND TERM: Any party, upon the default hereunder by the other party, may terminate this MOU by providing at least thirty (30) days' written notice to the other party. Services provided hereunder shall continue until the date of termination.

The term of this MOU shall be from July 1, 2023, through June 30, 2024, unless terminated under the provisions of this Section. By mutual agreement of the Parties, this MOU may be administratively extended for an additional one-year term, which extension must be in writing and executed by all Parties at least 60 days prior to the end of the term.

9. **FURTHER ASSURANCES:** Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

10. **GOVERNING LAW:** The terms of this Agreement and the License granted hereunder shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

11. **LITIGATION FEES:** Should litigation arise out of this Agreement or the License granted hereunder or the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

12. **TRANSFERABILITY AND ASSIGNABILITY:** This Agreement is neither transferable nor assignable by the Chamber.

13. **NOTICES:** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
Attention: City Manager
9770 Culver Boulevard
Post Office Box 507
Culver City, California 90232-0507

To Licensee: Culver City Chamber of Commerce
Attention: Jesse Nunez
P.O. Box 1322
Culver City, CA 90232

14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties hereto relating to the Premises and shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the Premises. This Agreement shall not be modified in any particular manner except by a written amendment duly executed by the parties.

15. **AUTHORITY TO ENTER INTO AGREEMENT:** The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

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16. SIGNATURES AND COUNTERPARTS: The Parties acknowledge and agree that this Agreement may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

City of Culver City:

By: _____
John Nachbar
City Manager

Dated: _____

Approved as to Content:

Elaine Gerety Warner
Economic Development Director

Culver City Chamber of Commerce:

By: _____
Jesse Nuñez
President

Dated: _____

Approved as to Form

Heather Baker
City Attorney

EXHIBIT A
SPECIFIC CULVER CITY CHAMBER OF COMMERCE
AND CITY OF CULVER CITY CO-SPONSORED EVENTS

Programs

Business Welcome Program *
Ribbon Cutting Business Program**

Discover Culver City Tourism Program**

Workshops and Cluster Events

Business Educational Events *
Creative Economy Events *

Industry Cluster Meetings/Events *

Events

Business Expo**
Culver City Economic Forum**
Women In Business**
Discover Culver Award Luncheon**
Mayor's Luncheon**

Public Safety Luncheon**
State of the City

*City-Initiated

**Chamber-Initiated

EXHIBIT B

INSURANCE REQUIREMENTS

A. Policy Requirements.

Chamber shall submit duly executed certificates of insurance for individual events conducted in conjunction with the City for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each occurrence, with not less than Six Million Dollars (\$6,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall be utilized to satisfy, to the extent of the coverage limits, the City's self-insured retention under any other policy of insurance. The coverage shall not be excess or contributing with respect to the City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$3,000,000 coverage per accident, for owned, hired and non-owned automobile liability; automobile liability coverage may be satisfied with a stand- alone policy or as a component of the CGL policy;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. CHAMBER's obligation to indemnify the Indemnitees as required under Section 5 of this Agreement;
- d. The Policy shall not exclude coverage for Completed Operations, Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, boards and commissions, and its officers, agents, and employees shall be named as additional insureds** in an endorsement to the policy, which shall be provided to the City and approved by the City

Attorney.

- f. The Policy shall not contain an "Independent Negligence" provision that would void or otherwise nullify the insurer's obligation to defend and indemnify the City of Culver City in the event that its independent negligence is alleged or proven.
 - g. The CGL limits may be satisfied with a primary policy with \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy with lower limits of coverage plus an Excess or Umbrella policy which will satisfy the occurrence and aggregate limit requirement. If Consultant's insurance coverage provides coverage in excess of these required limits, but is eroded by payment or claim reserves, then Consultant or its insurance carrier shall notify the City of Culver City within ten (10) days when the contractual coverage limits provided are below the required coverage limits.
 - h. The City of Culver City reserves the right to review and waive or modify the CGL aggregate requirement in the event that an adequate project specific policy and limits are provided.
- 2. Reserved.
 - 3. Reserved.
 - 4. If the Agreement will have CHAMBER employees working within the City limits, CHAMBER shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) CHAMBER shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing and will only be made upon a showing by the CHAMBER that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VIII or better in the current Best's Insurance Reports;
2. CHAMBER shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice to CHAMBER.