

MEETING DATE: 08/17/09

AGENDA ITEM: Approval of a Memorandum of Understanding with the Downtown Business Association for City- and Agency-sponsored Events.

ATTACHMENTS

	<u>Pages</u>
1. Draft MOU for City- and Agency-sponsored Events	1-5
2. Resolution R0011, including Policy 2008-01.	6-12

ATTACHMENT 1

Contract No. 2009-

MEMORANDUM OF UNDERSTANDING (DOWNTOWN BUSINESS ASSOCIATION)

This Memorandum of Understanding ("MOU") is entered into by and among the City of Culver City (the "City"), a California municipal corporation, the Culver City Redevelopment Agency (the "Agency"), a State Agency, and the Culver City Downtown Business Association (the "DBA"), a California non-profit corporation (collectively, the "Parties").

RECITALS

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

WHEREAS, the City and the Agency have a significant and long-standing interest in enhancing the City's economic and business environment by attracting business and investment to the community; and,

WHEREAS, the Agency has adopted and is carrying out the Redevelopment Plan for the Culver City Redevelopment Project, and the services to be provided by the DBA will assist and are directly related to the redevelopment of the Project Area; and,

WHEREAS, the City and the Agency, in cooperation with the DBA, have expended and continue to expend significant resources on events and projects that serve to benefit the community and the economic development of the City; and,

WHEREAS, the Parties have a common interest in promoting and maintaining Culver City as a healthy and growing area for commerce and business; and,

WHEREAS, the DBA has the expertise and ability to produce events and projects that attract businesses to, and improve the overall quality of life within, the community and the Parties desire to enter into an agreement to carry out these objectives; and,

WHEREAS, representatives from the Parties have met to identify and discuss the methods and means of accomplishing these mutual objectives and, as a result, have committed to working cooperatively toward achieving these mutual objectives.

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

A. GENERAL RESPONSIBILITIES OF THE DBA:

Under this MOU, the DBA shall, in general:

1. Produce events or projects that promote and maintain Culver City as a healthy and growing area for commerce and business;
2. Assist the City in communicating with the business community, including, but not limited to, providing notice regarding City-related business to its members;
3. Assist the community in directing the public to the appropriate City departments or other governmental agencies; and,
4. Assist City staff in coordinating meetings on business issues.

B. SPECIFIC EVENTS AND PROJECTS:

Specific events include, but are not limited to, the Annual Holiday Tree Lighting Event.

1. Annual Holiday Tree Lighting Event:

- a. The DBA shall:
 - i. in consultation with City and Agency staff, select the date, location, program content and any additional essentials of the event; and,
 - ii. select, contract for (when applicable), and pay provide expenditures for the location, caterer, decorations, and design and printing of the invitations and programs.
- b. The Agency shall:
 - i. designate the event an Agency-sponsored event;
 - ii. participate, as needed, in the planning, preparation and/or promotion of the event; and,
 - iii. assign Agency staff and allocate approximately 18 hours of staff time to assist the DBA with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.
- c. The City:

- i. hereby designates the event a City-sponsored event;
- ii. shall participate, as needed, in the planning, preparation and/or promotion of the event;
- iii. shall, at the DBA's request, and City resources permitting, install banners at any or all of the City's three banner locations, if available, and waive the applicable permit and installation fees; and,
- iv. hereby designates City staff and allocates 18 hours of City staff time to assist the DBA with the planning, preparation and/or promotion of the event, and waives applicable fees for City staff time.

C. CANCELLATION OF EVENTS

If the DBA reasonably determines the production of a particular event to be financially infeasible in any given year, the DBA may cancel an event by giving the City and Agency 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 the following years in accordance with the provisions of this Section.

D. ADDITIONAL EVENTS

The City, Agency and DBA may, from time to time, agree to conduct joint events in addition to those events set forth in this MOU. Additional events must be approved by the City Council and/or Agency Board. For each event approved in accordance with the provisions of this Section, the City and/or Agency agree to the following:

1. designate the event as a City- and/or Agency-sponsored event, as applicable; and,
2. at the DBA's request, and City resources permitting, install banners at any or all of the City's three banner locations, if available, and waive the applicable permit and installation fees; and,
3. designate City and/or Agency staff, as applicable, and allocate approximately eighteen (18) hours of staff time to assist the DBA with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

E. INDEMNIFICATION

The 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 the DBA's, or 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 the DBA's obligation to indemnify and hold harmless shall only be to the extent the 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 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, proof (satisfactory to the City Attorney) that the such policy(ies) are endorsed to name the City, the Agency and their respective elected officials, officers, employees, agents and volunteers as additional insureds; , Automobile Liability in the minimum amount of \$500,000/\$500,000 and Workers Compensation insurance in the statutorily required amounts.

G. TERMINATION AND TERM

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

Unless terminated under the provisions of this Section, this MOU shall automatically terminate on December 31, 2010. By mutual agreement of the parties, this MOU may be extended for an additional one-year term, which extension must be in writing and executed by all parties hereto at least 60 days prior to December 31, 2010.

H. DEFAULT AND CURE

Should any party allege default by any other party of their obligations hereunder, the alleging party shall provide a written notice of default to the other party ("Defaulting Party") including a description of the default and requested 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 alleging party, within 15 days of receipt of the Notice of Default, shall be cause for termination of this MOU under Section G hereof.

I. 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:

By: _____
Mark Scott, City Manager

Dated: _____

Downtown Business Association:

By: _____
Ken Kaufman, President

Dated: _____

Culver City Redevelopment Agency:

By: _____
Mark Scott, Executive Director

Dated: _____

Approved as to Content:

Sol Blumenfeld
Community Development Director

Approved as to Form:

Carol Schwab
City Attorney

Approved as to Financing and
Business Tax Certificate:

Jeff Muir
Chief Financial Officer

Approved as to Form:

Murray Kane
Agency Counsel

ATTACHMENT 2

RESOLUTION NO. 2008-R 011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, ADOPTING CITY COUNCIL POLICY STATEMENT NO. 2008-01 RELATED TO COMMUNITY ORGANIZATIONS.

WHEREAS, on February 19, 2008 at a duly noticed public meeting of the City Council, the City Council discussed a proposed policy related to Culver City Community Organizations; and

WHEREAS, the proposed policy establishes objective criteria to assist in determining (1) whether a Community Organization or Community Event is considered "City Sponsored" for determination of rental rates at the Veterans Memorial Complex and/or other purposes; and (2) which Community Organizations and/or Community Events are eligible to place a banner on the City's banner poles; and

WHEREAS, the proposed policy further establishes a process for formalizing a relationship between the City and a particular Community Organization through a Memorandum of Understanding, or similar written agreement, to address the respective duties and responsibilities of the City and the Community Organization, which formalized relationship benefits the City, the Community Organization, the members of the Community Organization and the community at large.

NOW, THEREFORE, the City Council of the City of Culver City, California, DOES RESOLVE as follows:

1. The City Council hereby adopts City Council Policy Statement No. 2008-01, entitled "Community Organizations," which City Council Policy Statement is attached hereto as Exhibit "A" to this resolution and incorporated herein by this reference.

1 2. The City Manager is hereby authorized to format this policy statement in a
2 format consistent with other City Council Policy Statements and shall include the final
3 version of this City Council Policy Statement with other adopted City Council Policy
4 Statements.

5 3. The City Manager shall distribute this City Council Policy Statement to
6 interested parties, which include, but are not limited to Culver City Community
7 Organizations and City Staff.

8 4. City Council Policy Statement No. 2008- 01 shall be effective on
9 the first day after the expiration of a specific Community Organization's existing rental
10 agreement with the City, or January 1, 2009, whichever date occurs first.

11 5. In the event there is a conflict between City Council Policy Statement
12 2008-01 and any other City policies, City Council Policy Statement No. 2008- 01
13 shall control.

14 6. The City Manager is hereby directed to prepare any proposed
15 amendments to City Council Policy Statements to resolve said conflicts, if any, and to
16 present those proposed amendments to the City Council as needed for consideration.

17
18 APPROVED and ADOPTED this 19th day of February, 2008.

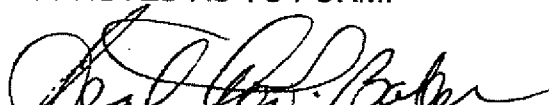
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22 ALAN CORLIN, MAYOR
23 City of Culver City, California

24 ATTEST:

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26
27 CHRISTOPHER ARMENTA, City Clerk

24 APPROVED AS TO FORM:

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26
27 CAROL A. SCHWAB, City Attorney

City Council Policy Statement No. 2008-01
Subject Matter: Community Organizations
Adopted by Resolution No. 2008-R 011

PURPOSE

The purpose of this policy is to provide objective criteria for application in determining the status of a Community Organization with respect to three areas:

- City Sponsorship
- Eligibility for use of the City's Banner Poles
- the Official Relationship between the City and the Community Organization

This Policy shall apply to all Community Organizations that are provided financial support by the City and/or the Redevelopment Agency. Additionally, this Policy shall provide additional clarification when determining if a Community Organization qualifies as "City Sponsored" for purposes of determining applicability of rental rates at the Veterans Memorial Complex and other City facilities and other purposes.

GENERAL DEFINITION OF CITY SPONSORED AND CIVIC EVENT OR ACTIVITY

"Sponsored" means that the City and/or Redevelopment Agency is (a) participating in an official capacity in the planning, preparation or promotion of the **Civic event or activity**, and (b) contributing 25% of the total estimated costs of the civic event or activity, or at least \$1,000, whichever is less. This contribution may take the form of funds, labor, staff time, materials, a waiver of fees, or any combination of the foregoing. (this definition is taken from Culver City Municipal Code Section 17.330.040.B.7.b.ii)

"Civic event or activity" means any event or activity organized or sponsored by the City or Redevelopment Agency including, but not limited to, (a) any public program or educational activity; and (b) the commemoration or celebration of any historical date, event or person, holiday or persons or events of local, state or national significance. (this definition is taken from Culver City Municipal Code Section 17.330.040.B.7.b.i)

COMMUNITY ORGNAIZATION CATEGORIES

Category 1: Official City Committees

To be eligible for this category, the Community Organization must meet the following criteria:

- (1) All members of the Community Organization are either appointed (a) directly by the City Council or (b) by any City Council/Agency created body upon direction of the City Council; **OR**
- (2) The Community Organization's members are approved and/or ratified by the City Council/Agency.

For clarification, the City Council, Redevelopment Agency, and City Staff (in the conduct of Official City Business) are also included in Category 1.

Summary Table

City and/or Agency Sponsored?	Banner ?	Lease/MOU Needed?
Yes	Yes	No

Category 2: Cooperative Community Groups

This category includes Community Organizations that meet **all** of the following criteria:

- (1) Members are **not** appointed by the City Council or a City Council created body
- (2) The Community Organization works closely with the City Council/Staff to organize civic events and/or activities organized or sponsored by the City or Redevelopment Agency (as those terms are defined in Section 17.330.040.B.7.b of the Municipal Code – Attachment 2)
- (3) Directly receives or provides City or Agency funds (**as opposed to a waiver of fees**) approved by the City Council;
- (4) The Community Group is a legally recognizable group (for example, a corporation, a 501(c)(3) organization, etc.)
- (5) The Community Group has negotiated and executed a Memorandum of Understanding (MOU)* with the City.

Summary Table

City and/or Agency Sponsored?	Banner ?	Lease/MOU Needed?
No	Maybe**	Yes

*The terms Lease/MOU refer to any written agreement approved by both the City/Agency and the Organization.

**Subject to the terms of the MOU and compliance with CCMC Section 17.330.040.

Category 3: City Sponsored Events

This category is for **events** which are produced by City Organizations that are not Official City Committees (Category 1) or Cooperative Community Groups (Category 2). To be considered a City Sponsored Event, the event must:

- (1) be a civic event or activity organized or sponsored by the City or Redevelopment Agency (CCMC Section 17.330.040.B.7.a); **and**,
- (2) To determine whether the civic event or activity is "sponsored" by the City or Redevelopment Agency, the following criteria must be met: The City and/or Redevelopment Agency is (a) participating in an **official capacity** in the planning, preparation, or promotion of the event or activity; **and** (b) contributes 25% of the total estimated cost of the event or activity or at least \$1,000, whichever is less. (Note: this contribution may take the form of funds, labor, staff time, materials, a waiver of fees, or any combination of the foregoing); **and**,
- (3) By specific action, the City Council has determined that the above criteria have been met

Summary Table

City and/or Agency Sponsored?	Banner ?	Lease/MOU Needed?
Yes	Yes	No*

Category 4: City Facility Lessees

These are Community Organizations which are parties to a lease agreement with the City and/or the Redevelopment Agency. The lease agreement is subject to the legal review and approval of the City Attorney's Office and approval by the City Council.

The lease agreements embody the responsibilities of both the City/Agency and the lessee (Community Organization). Additionally, leases can only be executed between the City/Agency and a legally recognizable group.

Summary Table

City and/or Agency Sponsored?	Banner ?	Lease/MOU Needed?
No	No	Yes

Category 5: Volunteer Organizations and Individuals

No specific privileges are granted to volunteer organizations or individuals, in general. However, Volunteer Organizations may request the City Council enter into a MOU or similar agreement which would require the City Council's approval (so long as the Volunteer Organization is a Legally Recognized Entity).

Summary Table

City and/or Agency Sponsored?	Banner ?	Lease/MOU Needed?
No	No	Maybe

Category 6: Other Organizations

This category captures those Community Organizations which do not qualify for the other 5 categories. Community Organizations which petition the City for benefits are required to enter into either a lease agreement (in which case they would qualify for Category 4) or enter into an MOU with the City. Additionally, the number of Organizations which qualify for Category 6 should be small in number.

Summary Table

City and/or Agency Sponsored?	Banner ?	Lease/MOU Needed?
No	No	Maybe

LEGALLY RECOGNIZED STATUS

Community Organizations who wish to receive support from the City shall be organized in a legally recognizable way. Following are several examples of a legally recognized entity:

- Corporation
- Partnership (including limited partnership)
- Charitable Organization 501(c)(3) or equivalent
- Sole Proprietorship

The City Attorney's Office may determine other legally recognizable entities which would be eligible to enter into agreements with the City.

FISCAL REPORTING

Because of the importance of carefully monitoring of the use of the public's money, staff is directed to include in all MOUs with Community Organizations a requirement to report at least semi-annually to the City Council on the financial activities of the Organization. This provides the Organization with an opportunity to inform the City Council of its activities over the last six-month period and provides the City Council with an opportunity to ask questions of the Organization.

IMPLEMENTATION DATE

This policy shall become effective: The first day after the expiration of a specific Community Organization's existing rental agreement with the City, or January 1, 2009, whichever date occurs first.