

**MEMORANDUM OF UNDERSTANDING
(RE: Lease between the City and the Culver City Historical Society)**

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into by and between the City of Culver City (hereinafter, "City") and the Culver City Historical Society (hereinafter, "Historical Society").

RECITALS AND DEFINITIONS

- A. City is the owner and operator of the subject property commonly known as the "Overflow Room," (hereinafter the "Premises") which is a part of the Veterans Memorial Complex (the "Facility"), located at 4117 Overland Blvd., in the City of Culver City, County of Los Angeles, State of California.
- B. The City and Historical Society executed a Lease Agreement, effective January 1, 2016, for the Premises to be used for public display and work/office space for cataloguing, research, scanning and storage. The Lease requires that City and Historical Society execute a memorandum of understanding which sets forth provisions relating to ownership, storage and exhibition of various historical items.
- C. Historical Society is a not-for-profit, tax exempt corporation consisting of members and supporting members with an interest in history, who are committed to preserving the history of the Culver City area. This is accomplished through a variety of activities, including but not limited to displays, lectures, programs, Living History projects, walking and bus tours, as well as acting as a cultural resource.
- D. The parties acknowledge that the Premises are located in the Veterans Memorial Complex, owned and operated by City for the benefit of the general public.
- E. The use of the Premises, as contemplated by the Lease and this MOU, will serve to benefit City and the community at large as a cultural attraction, which will assist in increasing public interest in City's history, as well as other events and programs in Veterans Memorial Complex. In addition, it will provide a facility to help preserve City's history and historical artifacts.

TERMS AND CONDITIONS

- 1. **General Terms and Conditions**
 - A. The Lease between City and Historical Society for use of the Premises is attached hereto as Exhibit "A" and incorporated herein by reference. If there should arise a conflict between the provisions of the Lease and this MOU, the Lease shall prevail.
 - B. Unless terminated as provided herein, the initial term of this MOU shall be from January 1, 2016 until December 31, 2020 (the "Initial Term"). At the conclusion of the Initial Term and unless otherwise terminated as provided herein, this MOU will automatically renew, annually, for additional one-year terms; provided, that Historical Society provides

written notice to City of its intent to renew this MOU on or before the October 1 immediately preceding each renewal period. Either party may terminate this MOU at any time, upon written notice to the other party; provided, that such termination shall be effective upon the 30th day after the date of the notice.

- C. Historical Society, its directors, officers, agents, employees, members and volunteers, shall not have any possessory interest in the Premises, except as specified in the Lease or this MOU.
- D. Historical Society, its directors, officers, agents, employees, members and volunteers, shall act in an independent capacity and not as officers, agents, representatives, or employees of City.
- E. This MOU shall be binding upon, and shall inure to the benefit of, each party and its directors, officers, officials, agents, employees, former employees, members, volunteers, successors and assigns, and all persons or entities acting by, through, under or in concert with them.
- F. This MOU, including the attached Lease, constitutes the entire agreement between the parties pertaining to the subject matters contained herein, and supersedes any and all prior or contemporaneous agreements, representations, or understandings of the parties.
- G. No supplement, alteration, variation, modification, or amendment of this MOU shall be binding, unless agreed upon in writing by both parties.
- H. Notwithstanding any contrary provisions contained herein, and to provide for enforcement of this MOU, the parties reserve to themselves the right to initiate and to pursue any legal action necessary to enforce the terms of this MOU. In the event of legal action, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs and expenses actually incurred, in addition to any other relief the court deems just and proper. The parties agree to provide each other with ninety (90) days' notice of intent to take legal action to enforce the terms and conditions, responsibilities and duties as outlined in this MOU, prior to the filing of any legal action. The parties further agree to participate in an alternative dispute resolution process, such as mediation, to try and resolve any disputes prior to litigation. The cost and expense of such alternative dispute resolution shall be paid by City. The parties further agree that the proper venue for such legal action shall be the Superior Court for the County of Los Angeles.
- I. The terms of this Agreement shall be interpreted according to the laws of the State of California.
- J. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A photocopy of a signed original of this MOU may be used for all purposes for which a signed original can be used.

- K. If the City Council finds that it is in the public interest, health and/or welfare, City reserves the right to change the Premises to a use to be determined by the City Council; provided, that any action taken by the City Council must be in compliance with the terms and conditions of the Lease and this MOU.
- L. Any notices, requests and demands made by City and/or Historical Society regarding the Premises and this MOU shall be directed as follows:
 - i. To City:

City of Culver City
Department of Parks, Recreation and Community Services
Attention: Director
9770 Culver Boulevard
Culver City, CA 90232

City of Culver City
Office of the City Manager
9770 Culver Boulevard
Culver City, CA 90232
 - ii. To Historical Society:

Culver City Historical Society
P.O. Box 3428
Culver City, CA 90231-3428

2. **Historical Society's Rights, Duties and Responsibilities**

- A. If Historical Society alters its charitable non-profit status, City shall be notified and reserves the right to renegotiate and/or terminate this MOU.
- B. Historical Society shall cooperate with City while designing, renovating, developing, operating and maintaining the Premises, and shall submit any and all design proposals to the appropriate City Departments and/or City's designated representative for review and approval.
- C. Historical Society shall not alter the existing physical contours, features or improvements of the Premises (interior and exterior) without first requesting in writing and seeking approval from City, or its designated representative. City shall provide a written response within a reasonable time after the submission of any and all requests.
- D. Historical Society will, as much as financially feasible, provide the funds necessary to renovate, construct and develop the Premises for the purpose of operating it as a public display and work/archive area. By entering into this MOU or the Lease, City has not made any commitments, whatsoever, to provide Historical Society with funding to renovate, construct or develop the Premises.

- E. Historical Society shall track and maintain financial records for funds expended for the renovation, development, operation and maintenance of the Premises, and maintain such records as legally obligated under the provisions of a 501(c)(3) charitable organization. These records shall be made available to City upon request.
- F. Should City need to close all or a portion of the Premises to allow for maintenance and/or repair as deemed necessary, Historical Society shall provide notice of such closure to the public.
- G. Historical Society shall:
 - i. reimburse City for any City staff expenses incurred if Historical Society requests the Facility to be open to the public at times other than when City Facility staff is on duty;
 - ii. pay the cost for installation and use of telephone service and internet access at the premises;
 - iii. pay the cost of all other utilities to service the premises in the amount of \$2,000 per year.
 - iv. assist in cataloguing and preserving important City records of historical interest;
 - v. display historical items;
 - vi. assist in providing orientation programs for City and visiting dignitaries with prior notification so as to insure that a representative of Historical Society is available;
 - vii. store and be the custodian of any City-owned historical items or artifacts provided to Historical Society (as described, in part, in Exhibit "B," attached hereto and incorporated herein by reference). Historical Society has the right to preserve, renovate, repair, maintain and display such artifacts; and shall handle such artifacts in a responsible, professional and secure manner. Exhibit "B" may be amended from time to time by mutual agreement of the City Manager and the Historical Society;
 - viii. be responsible for all cleaning and maintenance and keep up the area in a clean, neat and organized manner and one that is professional and presentable to the public.

3. City's Rights, Duties and Responsibilities

- A. In consultation with Historical Society, City staff shall inspect and review any and all proposals for the design of the Premises and have the right to reject or amend such proposals at its sole discretion.
- B. After discussion with Historical Society, City shall inspect and review any and all proposals to alter the existing physical contours, features, or improvements of the Premises (interior and exterior) and have the right to reject or amend such proposals, in accordance with all applicable Federal, State and City laws, codes and regulations.
- C. Upon request by Historical Society, City shall provide all pertinent information necessary for Historical Society to effectively fulfill its

responsibilities under this MOU, except documents and information that do not constitute discloseable public records.

- D. If City requires information from Historical Society concerning issues related to the Premises which may arise, City shall request such information, and allow at least seven (7) business days for any and all written responses from Historical Society, unless otherwise requested.
- E. City shall have the right to close a portion or the entire Premises to allow for maintenance and/or repair as deemed necessary, including, but not limited to, the infrastructure, HVAC, and wet and dry utilities, and Historical Society shall provide notice of such closure to the public.
- F. City shall inspect, review and approve all proposed signs exterior to the Premises by Historical Society prior to their posting at the Premises, including, but not limited to, placards acknowledging the donors of exterior and interior amenities.
- G. City shall maintain the exterior of the Premises.
- H. City shall have no obligation for the security of the Premises; however, Facility staff shall report any breaches of security, if known to Facility staff, to the appropriate authorities and Historical Society in a timely manner.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers, as of the date written herein below.

CULVER CITY HISTORICAL SOCIETY

Michelle Bernardin, President

Date: _____

CITY OF CULVER CITY

John Nachbar, City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Daniel Hernandez
Parks, Recreation and Community
Services Director

Carol A. Schwab
City Attorney