

MEETING DATE: **07/28/08**

AGENDA ITEM: **Approval of an Amendment to the Existing Memorandum of Understanding with the Friends of the Culver City Dog Park (FCCDP) to Further Clarify the Cooperative Relationship between the City and the FCCDP in the Development, Operation and Maintenance of the Culver City Dog Park.**

ATTACHMENTS

	<u>Pages</u>
1. Memorandum of Understanding	1-6
2. Friends of the Culver City Dog Park Bylaws	7-14
3. City Council Policy No. 2008-01 relating to Community Organizations	15-21

**MEMORANDUM OF UNDERSTANDING
(CULVER CITY DOG PARK)**

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into by and between the City of Culver City (hereinafter, the "City") and the Friends of the Culver City Dog Park (hereinafter, "FCCDP").

The term of this MOU will commence on March 1, 2005 and continue thereafter on a month-to-month basis until terminated by either party upon sixty (60) days prior written notice to the other party as provided herein.

RECITALS AND DEFINITIONS

- A. City is the owner and operator of the subject property commonly known as the "Boneyard," which is a part of the Culver City Park located on the corner of Duquesne Avenue and Jefferson Boulevard in the City of Culver City, County of Los Angeles, State of California (hereinafter, the "Dog Park").
- B. In April 2003, the Culver City City Council officially designated and reserved the Dog Park for the development of an off-leash dog park.
- C. The FCCDP is a not-for-profit, tax exempt corporation consisting of members and supporting members committed to supporting the development, operation and maintenance of an off-leash dog park within the boundaries of the City of Culver City. The FCCDP believes that an off-leash dog park can be a clean and safe environment for all canines and the general public. To that end, and pursuant to its bylaws and articles of incorporation, the FCCDP is committed to assisting the City in the development, operation and maintenance of the Dog Park.
- D. The parties acknowledge that the Dog Park is a City park, owned by the City and operated for the benefit of the general public and canines.

TERMS AND CONDITIONS

1. General Terms and Conditions

- A. The parties shall agree to cooperate in the development, operation and maintenance of the Dog Park.
- B. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers shall not have any possessory interest in the Dog Park.
- C. The FCCDP shall not have any responsibility, legal or otherwise, for the activities of the general public and canines at the Dog Park. The City

agrees to indemnify, defend, and hold harmless the FCCDP, its Directors, Officers, Agents and Employees from any and all charges, complaints, claims, losses, injuries, lawsuits, and actions accruing or resulting from the activities of the general public and canines at the Dog Park.

- D. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers, shall act in an independent capacity and not as Officers, Agents, Representatives, or Employees of the City.
- E. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers agree to waive any and all charges, complaints, claims, losses, injuries, lawsuits, and actions which may accrue or result from cooperating with the City in the development, operation and maintenance of the Dog Park, except for any and all charges, complaints, claims, losses, injuries, lawsuits, and actions accruing or resulting from the City's sole negligence. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers agree to inform each and every person or entity assisting the FCCDP with the development, operation and maintenance of the Dog Park of this provision, and shall obtain signed waivers from such persons or entities suitable to, and agreed upon by, the City and will submit said waivers to the City upon their execution and prior to commencement of any assistance.
- F. 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.
- G. This MOU 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.
- H. No supplement, alteration, variation, modification, or amendment of this MOU shall be binding, unless agreed upon in writing by both parties.
- I. 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 the City. The parties further agree that the proper venue for such legal action shall be the Superior Court for the County of Los Angeles.

- J. The terms of this Agreement shall be interpreted according to the laws of the State of California.
- K. 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.
- L. If the City Council finds that it is in the public interest, health and/or welfare, the City reserves the right to change the Dog Park to a use to be determined by the City Council.
- M. Any notices, requests and demands made by the City and/or the FCCDP regarding the Dog Park and this MOU shall be directed as follows:

- i. To the 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 Chief Administrative Officer
9770 Culver Boulevard
Culver City, CA 90232

- ii. To the FCCDP:

- Friends of the Culver City Dog Park
Attention: Board of Directors
P.O. Box 4129
Culver City, CA 90231-4129

2. **FCCDP's Rights, Duties and Responsibilities**

- A. If the FCCDP alters its charitable non-profit status, the City reserves the

right to renegotiate and/or terminate this MOU.

- B. The FCCDP shall cooperate with the City in designing the Dog Park, and shall submit any and all design proposals to the City and/or the City's designated representative for approval.
- C. The FCCDP will, as much as financially feasible, donate the funds necessary to develop and construct the Dog Park, including interior and perimeter amenities, including, but not limited to fencing, signs, trees, ground covering, fountains, benches, and bulletin boards, in cooperation with the City.
- D. The FCCDP shall not alter the existing physical contours, features or improvements of the Dog Park (interior and exterior) without first requesting in writing and seeking approval from the City and/or the City's designated representative. The City shall provide a written response within a reasonable time after the presentation of any and all requests.
- E. The FCCDP shall track and maintain fiscal accountability to all its donors for funds expended for the development, operation and maintenance of the Dog Park, and maintain records of financial transactions associated with donated materials and labor as legally obligated under the provisions of a 501(c) 3 charitable organization.
- F. The FCCDP shall cooperate with the City in purchasing and restocking supplies used for clean-up, and in cleaning the Dog Park on a periodic basis.
- G. The FCCDP shall maintain any and all bulletin boards located within the Dog Park by removing unauthorized and outdated communications. To control communications posted on the bulletin boards, the FCCDP shall ensure that such bulletin boards are secure and access is limited to the FCCDP's Board of Directors and its designees and the City or the City's designated representative. It is understood that the purpose of this bulletin board is to inform the public of dog related issues, services and events.
- H. The FCCDP may assist the City in amending the Rules and Regulations associated with the use of the Dog Park as deemed necessary by either party.

3. City's Rights, Duties and Responsibilities

- A. The City shall ultimately be responsible for the overall development, operation and maintenance of the Dog Park.

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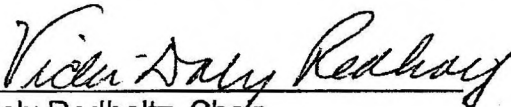
- B. The City shall maintain the Dog Park at the same level as other City parks.
- C. City reserves the right to remove interior amenities (such as benches, water fountains or landscaping) if deemed necessary to protect the public health, safety and/or welfare. However, City shall give notice, when possible, to the FCCDP and an opportunity to discuss the removal prior to any action.
- D. After discussion with the FCCDP, City shall inspect and review any and all proposals for the design of the Dog Park and have the right to reject or amend such proposals at its sole discretion.
- E. After discussion with the FCCDP, City shall inspect and review any and all proposals to alter the existing physical contours, features, or improvements of the Dog Park (interior and exterior) and have the right to reject or amend such proposals at its sole discretion.
- F. City shall pay for all costs of utilities, including but not limited to water, refuse collection, and electricity.
- G. City shall pay for and maintain an irrigation system (if such system is deemed necessary by the City).
- H. City shall pay for and implement a graffiti abatement program for the Dog Park.
- I. City shall pay for and administer any and all pest control programs required under federal, state, county and city laws and regulations.
- J. If necessary, City shall provide, or cause to be provided, park security, police and animal control services to protect the general public and canines at the Dog Park.
- K. Upon request by the FCCDP, City shall provide all pertinent information necessary for the FCCDP to effectively fulfill its responsibilities under this MOU.
- L. If City requires information from the FCCDP concerning issues related to the Dog Park which may arise, City shall request such information, and allow at least seven (7) business days for any and all written responses from the FCCDP, unless otherwise requested.
- M. City shall have the right to close a portion or the entire Dog Park to allow

for maintenance as deemed necessary and shall provide notice of such closure to the public.

- N. City shall inspect, review and approve all proposed signs by the FCCDP prior to their posting at the Dog Park, including, but not limited to, placards acknowledging the donors of exterior and interior amenities.
- O. With the cooperation of the FCCDP, City shall create and post signs which inform the general public about any and all applicable laws, ordinances, rules and regulations associated with the use of the Dog Park. Such signs shall be conspicuously posted at or near the entrance of the Dog Park.

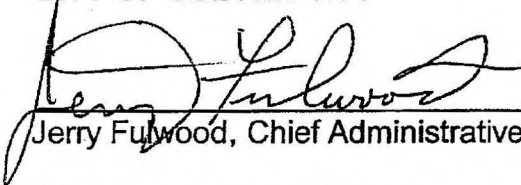
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers, as of the date written herein below.

FRIENDS OF THE CULVER CITY DOG PARK


Vicki Daly Redholtz, Chair

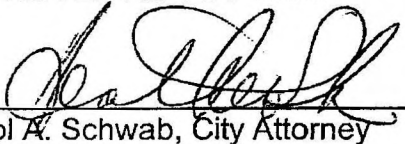
Date: 4/6/05

CITY OF CULVER CITY


Jerry Fulwood, Chief Administrative Officer

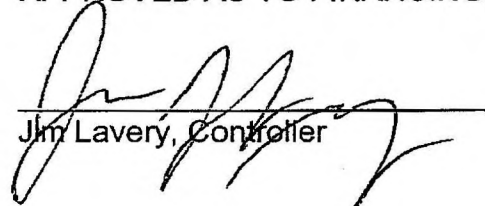
Date: 3/31/05

APPROVED AS TO FORM:


Carol A. Schwab, City Attorney

for

APPROVED AS TO FINANCING:


Jim Lavery, Controller

AMENDED BYLAWS

"FRIENDS OF THE CULVER CITY DOG PARK"

ARTICLE I – NAME, PURPOSE.

Section 1: The name of the organization shall be "Friends of the Culver City Dog Park."

Section 2: The "Friends of the Culver City Dog Park" (FCCDP) is a nonprofit and tax-exempt organization committed to assisting the people of Culver City and City of Culver City with sustaining "The Boneyard," Culver City's official off-leash dog park. The FCCDP believes the Boneyard is a vital community asset, and must be well-maintained and operated so that Culver City's canine citizens and their Friends can experience a clean, safe and vibrant environment.

ARTICLE II – MEMBERSHIP.

Section 1: The membership of this organization shall consist of two classes of members, the first class designated "Active" and the second class designated "Supporting."

Class One [Active] consists of Members of the Board of Directors. Active members are **eligible** to vote.

Class Two [Supporting] consists of any individual or organization supporting the purpose and mission of the Friends of the Culver City Dog Park. Supporting members are **ineligible** to vote.

ARTICLE III – MEETINGS & NOTICES

Section 1: The Board of Directors shall hold regular monthly meetings. Such monthly meetings may be held without notice and may be deferred by a majority vote of Active members.

Section 2: Other than regular monthly meetings, special meetings of the Board of Directors may be called by the Chair or by two Board members. Such meetings may be held without advance notice, and may be held by conference telephone, video screen communication, or other electronic communications, including but not limited to email. Participation in a meeting under this section shall constitute presence in person at the meeting if all of the following apply:

A. Each Board member participating in the meeting can communicate with all other Board members;

B. Each Board member has the opportunity to participate in all matters before the Board, including the capacity to propose, or to interpose an objection

to, a specific action to be taken; and

C. The Board has adopted and implemented a means of verifying both of the following:

1. A person participating in the meeting is a Board member; and
2. All actions of or votes by the Board are taken or cast only by Board members and not by persons who are not Board members.

Section 3: General Meetings of Active and Supporting members may be held when needed as called by the Chair. Active and Supporting members may receive notice of general meetings at least ten (10) days in advance personally, by telephone, by email, or by facsimile.

Section 4: The annual meeting shall take place in October of each year, and requires a quorum of the active membership. Active and Supporting members shall receive notice of the annual meeting at least ten (10) days in advance personally, by telephone, by email, or by facsimile.

Section 5: A majority of Board members present, whether or not a quorum is present, may adjourn any meeting to another place and time.

Section 6: All meetings shall be conducted according to Sturgis' Rules of Order.

ARTICLE IV – BOARD OF DIRECTORS

Section 1: Board Role, Size, Compensation. The Board is responsible for overall policy and direction of the "Friends of the Culver City Dog Park," and delegates responsibility for day-to-day operations to the committee chairs and members. The Board shall have up to ten (10) and not fewer than five (5) members. The exact number of directors and alternates, within such limits, shall be set by the Board of Directors. Board members receive no compensation.

Section 2: Regular Meetings. The Board shall meet at least once a month, at an agreed upon time and place.

Section 3: Election of Directors. The Chair shall appoint a Nominating Committee to recommend a slate of directors. Board members will be elected by a simple majority vote of the Active membership as present at the annual meeting.

Section 4: Terms. All Board members shall serve two year terms, but are eligible for re-election.

Section 5: Quorum. A quorum must be attended by at least 50 percent of the Board members before business can be transacted or motions made or passed.

Section 6: Officers and Duties. There may be four officers of the Board, consisting of a Chair, Vice Chair, Secretary, and Treasurer. Officers will be elected by the Board members.

Duties of the Chair, Vice Chair, Secretary, and Treasurer are as follows:

The **Chair** shall convene regularly scheduled Board meetings, shall preside or arrange for other officers to preside at each meeting in the following order: Vice Chair, Secretary, and Treasurer.

The **Vice Chair** will chair committees on special subjects as designated by the Board.

The **Recording Secretary** shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that good records are maintained.

The **Treasurer** shall make a report at each Board meeting. Treasurer shall chair the finance committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to Board members and the public.

Section 7: Any action that the Board of Directors is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board of Directors. All such consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 8: All Board members shall have access to the Internet, including email. All Board members who currently do not have access to the Internet, including email, shall obtain such access before reelection to a new term on the Board of Directors. Persons without access to the Internet, including email, are ineligible to be nominated for membership on the Board of Directors.

Section 9: Vacancies. When a vacancy on the Board exists, nominations for new members may be received from present Board members by the Secretary two weeks in advance of a regular Board meeting. These nominations shall be circulated among Board members in advance of a regular Board meeting, and shall be voted upon by Board members. These vacancies will be filled only to the end of the particular Board member's term.

Section 10: Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Secretary. A Board member shall be removed from the Board if she or he has three unexcused absences from regular Board meetings in a year. A Board member may be removed for other reasons by a three-fourths vote of the remaining Board members.

ARTICLE V – COMMITTEES

Section 1: Standing Committees of the organization are Executive, Finance, Communications and Site. The Board may also create committees as needed. The Chair approves all committee chairs.

Section 2: The officers serve as members of the Executive Committee. Except for the power to amend the Bylaws, the Executive Committee shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, subject to the direction and control of the Board of Directors.

Section 3: The Treasurer is chair of the Finance Committee, which includes three other Board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, a fundraising plan, and annual budget with other Board members. The Board must approve the budget, and all expenditures must be within the budget. Any change to the budget must be approved by the Board. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the Board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, Board members and the public.

ARTICLE VI – CONFLICT OF INTEREST POLICY

Section 1: Purpose. The purpose of the conflict of interest policy is to protect the Friends of the Culver City Dog Park's [FCCDP or Organization] interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

A. Interested Person.

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest.

Any person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- i. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- ii. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 3, sub-section B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3: Procedures

A. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

B. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest

- i. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- ii. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- iii. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more

advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy

i. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

ii. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4: Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5: Compensation

A. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

B. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

C. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6: Annual Statements (see the attached Addendum 1). Each director, principal officer and member of a committee with governing board delegated powers shall sign a statement annually (every October) or within 30 days of becoming a director, principal officer and member of a committee with governing board delegated powers, whichever is earlier, that affirms such person:

- A. Has received a copy of the conflict of interest policy,
- B. Has read and understands the policy,
- C. Has agreed to comply with the policy, and
- D. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7: Periodic Reviews. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8: Use of Outside Experts. When conducting the periodic reviews as provided for in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE VII – AMENDMENTS

Section 1: These Bylaws may be amended when necessary by a two-thirds majority of the Board of Directors. Proposed amendments must be submitted to all Board members before approval.

The Bylaws were approved at a meeting of the Board of Directors of the "Friends of the Culver City Dog Park" in September 2001.

The Amended Bylaws were approved at a meeting of the Board of Directors of the "Friends of the Culver City Dog Park" in August 2002.

The Amended Bylaws were approved at a meeting of the Board of Directors of the "Friends of the Culver City Dog Park" on June 23, 2004.

The Amended Bylaws were approved at a meeting of the Board of Directors of the "Friends of the Culver City Dog Park" on April 11, 2007

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.

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

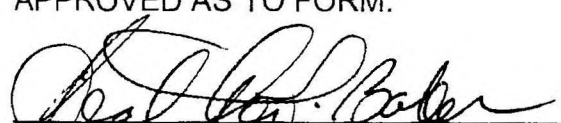
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22 ALAN CORLIN, MAYOR
23 City of Culver City, California

24 ATTEST:

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27 CHRISTOPHER ARMENTA, City Clerk

24 APPROVED AS TO FORM:

25 
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.