

MEETING DATE: 11/01/10

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

ATTACHMENTS

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**MEMORANDUM OF UNDERSTANDING FOR EVENTS
(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 public body, corporate and politic, and the Culver City Downtown Business Association (the "DBA"), a California non-profit corporation (collectively, the "Parties").

RECITALS

WHEREAS, on August 17, 2009, the City Council and Agency Board approved an MOU, which, among other things, defined the DBA's organizational relationship with the City and the Agency; and delineated 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; and,

WHEREAS, the Parties desire to continue this relationship by executing a new MOU for an additional two-year period for the calendar years 2011 and 2012.

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.

The term of this Agreement shall be from January 1, 2011 through December 31, 2012, unless terminated under the provisions of this Section.

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 latter of January 1, 2011 or the date it is signed on behalf of the City and Agency.

City of Culver City:

By: _____
John Nachbar, City Manager

Dated: _____

Downtown Business Association:

By: _____
Ken Kaufman, President

Dated: _____

Culver City Redevelopment Agency:

By: _____
John Nachbar, 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