

MEETING DATE: **11-01-10**

AGENDA ITEM: Approval of Renewal of the Memorandum of Understanding with the Culver City Chamber of Commerce.

ATTACHMENTS

Pages

1. Proposed Memorandum of Understanding among the City, the Agency and the Chamber.

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**MEMORANDUM OF UNDERSTANDING
(CHAMBER OF COMMERCE)**

This Memorandum of Understanding (MOU) is entered into by and among the City of Culver City (City), a California municipal corporation, the Culver City Redevelopment (Agency), a public body, corporate and politic, and the Culver City Chamber of Commerce (Chamber), a California non-profit corporation, (collectively the Parties).

RECITALS

WHEREAS, on April 13, 2009, the City Council and Redevelopment Agency Board approved an MOU, which, among other things, defined the Chamber'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 economy 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 Chamber will assist and are directly related to the redevelopment of the Project Area; and,

WHEREAS, the City and the Agency, in cooperation with the Chamber, have expended and continue to expend significant resources toward 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, business and residents; and,

WHEREAS, the Chamber 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 those 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 work cooperatively toward the achievement of 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 CHAMBER

Under this MOU, the Chamber 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. Promote the City at regional and state Chamber events;
3. Assist the City in communicating with the business Community, including, but not limited to, providing unofficial notice regarding City-related business to its members, as requested;
4. Assist the community in directing the public to the appropriate City departments or other governmental agencies; and,
5. Assist City and Agency staff in coordinating meetings on business issues.

B. SPECIFIC EVENTS AND PROJECTS:

Specific events include, but are not limited to: the Mayor's Luncheon, the Public Safety Luncheon, the Chamber Business Expo, the Health Expo, and the E-waste Roundup. Specific projects include, but are not limited to: the Chamber City map and the Chamber business directory.

1. Mayor's Luncheon:

a. The Chamber shall:

- i. in consultation with the City's Mayor, select the date, location, program content and any additional essentials of the event; and
- ii. select, contract with (when applicable), and provide expenditures for the location, caterer, decorations, and design and printing of the invitations, programs and name badges.

b. 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 Chamber'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 Chamber with the planning, preparation and/or promotion of the event, and waives applicable fees for City staff time.

2. Public Safety Luncheon:

a. The Chamber shall:

- i. in consultation with City staff from the Police and Fire Department, select the date, location, program content and any additional essentials of the event; and,
- ii. select, contract with (when applicable), and provide expenditures for the location, caterer, decorations, and design and printing for the invitations, programs and name badges.

b. 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 Chamber'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 Chamber with the planning, preparation and/or promotion of the event, and waives applicable fees for City staff time.

3. Business Expo: The Business Expo has run annually for over 25 years, with licensed City businesses and organizations being invited to participate in the event.

a. The Chamber shall:

- i. produce the annual event;

- ii. select the date, location and any additional essentials of the event;
 - iii. obtain any and all applicable permits and licenses required for the event, including, but not limited to a special event permit from the City's Committee on Permits and Licenses;
 - iv. pay any and all applicable permit, license and facility use fees, except as otherwise provided herein;
 - v. provide advertising banners, at the Chamber's cost, for placement in the public right of way at each of the City's three approved banner locations, if available;
 - vi. advertise the event at the Chamber's cost;
 - vii. provide the City and Agency with up to a total of six booths to promote the City and Agency, with the final number of booths to be determined by the City and Agency;
 - viii. staff the event and ensure cleanup is complete.
- b. 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, including, but not limited to, promotion of the event through the City's website, via email and on the City's video crawler;
 - iii. shall install banners provided by the Chamber at each of the City's three banner locations;
 - iv. shall provide trash receptacles and recycling bins, as needed;
 - v. shall reserve the twenty available metered parking spaces south of Media Park to be used for the event, if requested by the Chamber;
 - vi. hereby designates City staff and allocates 18 hours of City staff time to assist the Chamber with the planning, preparation and/or promotion of the event, and waives applicable fees for City staff time; and
 - vii. hereby waives the following City fees, to be reimbursed to the City by the Agency, not-to-exceed a total of \$2,500: banner permit and installation fees; use of trash receptacles and recycling bins; use of the twenty available metered parking spaces south of Media Park; and electrical and sanitation costs.
- c. The Agency:

- i. hereby designates the Business Expo as an Agency-sponsored event;
- ii. shall participate, as needed, in the planning, preparation and/or promotion of the event;
- iii. shall provide up to 200 parking spaces in the Ince parking structure, or alternate location, for up to 12 hours on the day of the event;
- iv. hereby designates staff and allocates 18 hours of staff time to assist the Chamber with the planning, preparation and/or promotion of the event;
- v. hereby waives the following Agency fees in an amount not to exceed \$2,500: use of Ince parking spaces and staff time; and
- vi. shall reimburse the City for City fee waivers in an amount not to exceed \$2,500.

4. Health Expo:

a. The Chamber shall:

- i. produce an annual event;
- ii. select the date, location, and any additional essentials of the event;
- iii. obtain any and all applicable permits and licenses required for the event, including, but not limited to a special event permit from the City's Committee on Permits and Licenses;
- iv. pay any and all applicable permit, license and facility use fees, except as otherwise provided herein; advertise the event at the Chamber's cost; and
- v. provide the City's Fire and Police Departments each one free table at the event for their use.

b. 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 Chamber'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 Chamber with the

planning, preparation and/or promotion of the event, and waives applicable fees for City staff time.

5. E-waste Roundup: This shall be a City event and is intended to be in addition to the City's quarterly e-waste events.

a. The Chamber shall:

- i. co-sponsor the event at a location within the City of Culver City;
- ii. in coordination with the City, select the date and location of the event;
- iv. provide advertising banners, at the Chamber's cost, for placement in the public right of way at each of the City's three approved banner locations;
- v. advertise the event to the Culver City community, including promotion of the event on the Chamber website and providing a banner ad in the Chamber's weekly emailed newsletter;

b. The City:

- i. hereby designates the event as a City-sponsored event;
- ii. shall, in coordination with the Chamber, select the date and location of the event;
- iii. may contract with a recycling organization to handle the removal of electronic waste;
- iv. shall participate, as needed, in the planning, preparation and/or promotion of the event, including, but not limited to, promotion of the event through the City's website, via email and through the City Cable TV channel crawler;
- v. shall, at the Chamber'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
- vi. hereby designates City staff and allocates 18 hours of City staff time to assist the Chamber with the planning, preparation and/or promotion of the event, and waives applicable fees for City staff time.

c. The Agency:

- i. hereby designates the event as an Agency-sponsored

- event; and
 - ii. hereby designates staff and allocates 18 hours of staff time to assist the Chamber with the planning, preparation and/or promotion of the event, and waives applicable fees for staff time.
- 6. Business Directory and Chamber Map: From time to time the Chamber may produce print versions of the Business Directory and Chamber Map at the Chamber's cost and paid for through advertisements. If the Chamber produces a printed Business Directory or printed Chamber Map during the term of this MOU, the following shall apply:
 - a. The Chamber shall:
 - i. provide a minimum of 100 copies of the directory, if produced, to the City at no cost;
 - ii. reserve advertising space in each directory for the Agency's right of first refusal, for a period of 45 days from the first day ad sales begin;
 - iv. reserve the design and content of the Chamber Map, if produced, for Agency use, for a period of 45 days from the first day ad sales begin.
 - v. pay for the cost of a City street directory map to be included in the Chamber Map, if produced;
 - vi. retain any profits derived from advertising sales of the map and directory.
 - b. The City shall have the right, but not the obligation, to purchase an ad in the business directory at a cost of \$2,500 and design the ad at the City's sole cost and expense.
 - c. The Agency shall:
 - i. have the right, but not the obligation, to purchase advertising in the business directory at a cost of up to \$7,500, for a period of 45 days from the first day ad sales begin; and,
 - ii. have the right, but not the obligation, to design the content for the Chamber Map at the Agency's cost, until 45 days from the first day ad sales begin.

C. 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 and Agency 60 days written notice of such cancellation. Any event cancelled in one year shall resume the following year unless written notice is provided for in the following year in accordance with the provisions of this Section.

D. ADDITIONAL EVENTS

The City, Agency and Chamber 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 agrees to the following:

1. designate the event as a City- and/or Agency- sponsored event, as applicable;
2. at the Chamber'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 eighteen (18) hours of staff time to assist the Chamber with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

E. INDEMNIFICATION

The Chamber 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 Chamber'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 Chamber's obligation to indemnify and hold harmless shall only be to the extent the Chamber 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 Chamber 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 that the City and Agency are additional insureds pursuant to the Chamber's Comprehensive General Liability policy, Automobile Liability in the minimum amount of

\$500,000/\$500,000 and Workers Compensation insurance in 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. Reimbursement requests for costs expended under the terms of this MOU up to the date of termination may be requested by the Chamber up to sixty (60) days after the date of termination. Any and all reimbursement requests not received by that date shall not be reimbursed and neither party shall have any further obligation hereunder.

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, then the alleging party shall provide a written notice ("Notice of Default") to the other party ("Defaulting Party") including a description of the default and recommended 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 other parties shall be cause for termination of this MOU under Section G hereof.

City of Culver City:

Chamber of Commerce:

By: _____
John Nachbar, City Manager

By: _____
Steven J. Rose, President

Dated: _____

Dated: _____

Culver City Redevelopment Agency:

By: _____
John Nachbar, Executive Director

Dated: _____

(Signatures Continued on Page 10)

(Signatures Continued from Page 9)

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