

MEETING DATE: **04/13/09**

AGENDA ITEM: Consideration of a Memorandum of Understanding with the
Culver City Chamber of Commerce.

ATTACHMENTS

	<u>Pages</u>
1. Draft Memorandum of Understanding between and among the City, the Agency and the Chamber.	1-10
2. Resolution R0011, including Policy 2008-01.	11-17

ATTACHMENT 1

Contract No. 2009-038

MEMORANDUM OF UNDERSTANDING (CHAMBER OF COMMERCE)

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 Chamber of Commerce (the "Chamber"), a California non-profit corporation, (collectively the "Parties").

RECITALS

WHEREAS, the purpose of this MOU includes, but is not limited to, defining the Chamber'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 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 and business; and,

WHEREAS, the Chamber has the expertise and ability to produce events and projects that attract businesses to the City 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.

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 notice regarding City-related business to its members;
4. Assist the community in directing the public to the appropriate City departments or other governmental agencies; and,
5. Assist City 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 more than 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, collectively, with up to a total of six booths to promote the City and Agency, with the final number of booths, not exceeding six, to be determined by the City and Agency;
 - viii. staff the event and ensure cleanup is complete; and
- 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 crawl;
 - iii. shall install banners provided by the Chamber at each of the City's three banner locations and waive the applicable permit and installation fees, with such fees being reimbursed to the City by the Agency;
 - 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 additional City fees, to be reimbursed to the City by the Agency, not-to-exceed a total of \$2,500: 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 e 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
 - v. shall install banners at any or all of the City's three banner locations, if available, and waive the applicable permit and installation fees, with such fees being reimbursed to the City by the Agency; 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;
 - 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; and
 - iii. shall reimburse the City for the costs associated with

- the installation of the banners, including, but not limited to, staff time.
- iv. shall reimburse the City for the costs associated with the installation of the banners, including, but not limited to, staff time.

6. Business Directory and Chamber Map: The Business Directory is produced by the Chamber annually at the Chamber's cost and is paid for through advertisements. The Chamber Map is generally produced every three to four years and is paid for through advertisements.

- a. The Chamber shall:
 - i. produce a Business Directory, generally on an annual basis, for use by residents and businesses in Culver City;
 - ii. provide a minimum of 500 copies of the directory to the City annually at no cost;
 - iii. reserve the front page of 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 certain portions of the Chamber Map, 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;
- 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 the front page of the business directory at a cost of \$7,500, until 45 days from the first day ad sales begin; and
 - ii. have the right, but not the obligation, to purchase space on the Chamber Map for Agency use 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 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, City's Special Endorsement Form naming City and Agency as additional insureds, 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 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 60 days after the date of termination. Any and all reimbursement requests not received by that date shall not be reimbursed and no party shall have any further obligation hereunder.

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

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 F hereof.

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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:

Chamber of Commerce:

By: _____
Jerry Fulwood, City Manager

By: _____
Steven J. Rose, President

Dated: _____

Dated: _____

Culver City Redevelopment Agency:

By: _____
Jerry Fulwood, Executive Director

Dated: _____

Approved as to Content:

Approved as to Financing and
Business Tax Certificate:

Sol Blumenfeld
Community Development Director

Jeff Muir
Chief Financial Officer

Approved as to Form:

Approved as to Form:

Carol Schwab
City Attorney

Murray Kane
Agency Counsel

1 RESOLUTION NO. 2008-R 011

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY
4 OF CULVER CITY, CALIFORNIA, ADOPTING CITY
5 COUNCIL POLICY STATEMENT NO. 2008-01 RELATED
6 TO COMMUNITY ORGANIZATIONS.

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

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

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

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

- 23 1. The City Council hereby adopts City Council Policy Statement No.
24 2008-01, entitled "Community Organizations," which City Council Policy Statement is
25 attached hereto as Exhibit "A" to this resolution and incorporated herein by this reference.
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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.

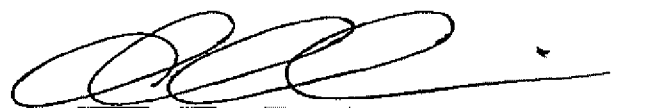
5 3. The City Manager shall distribute this City Council Policy Statement to
6 interested parties, which include, but are not limited to Culver City Community
7 Organizations and City Staff.

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.

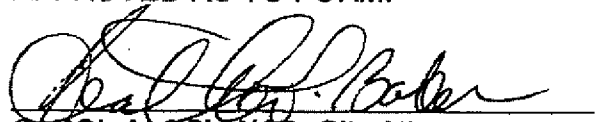
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22 ALAN CORLIN, MAYOR
23 City of Culver City, California

24 ATTEST:

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27 CHRISTOPHER ARMENTA, City Clerk

24 APPROVED AS TO FORM:

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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.