

MEETING DATE: June 13, 2011

AGENDA ITEM: **Consideration of Memoranda of Understanding among the City, the Redevelopment Agency and 1) the Exchange Club; 2) Share Our Strength; and 3) Creative Media Collaborative.**

ATTACHMENTS

	<u>Pages</u>
1. Resolution 2008-R011, including Policy 2008-01	1-7
2. Special Event Sponsorship policy and a Notice of Funding Availability (NOFA) application.	8-25
3. MOU Request letter from the Exchange Club for the Culver City Car Show	26
4. MOU Request letter from Share our Strength for Taste of the Nation	27
5. MOU request letter from Creative Media Collaborative for IndieCade	28
6. Minutes from the March 14, 2011 Council Meeting regarding the Culver City Car Show	29-31
7. Draft Memorandum of Understanding between and among the City, the Agency and the Exchange Club for the Culver City Car Show	32-37
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11. Draft Memorandum of Understanding between and among the City, the Agency and Creative Media Collaborative, Inc. for IndieCade	46-51

ATTACHMENT 1

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.

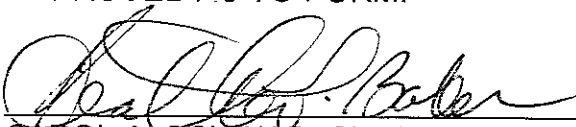
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18 APPROVED and ADOPTED this 19th day of February, 2008.

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21 
22 ALAN CORLIN, MAYOR
23 City of Culver City, California

24 ATTEST:

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26 CHRISTOPHER ARMENTA, City Clerk

27 APPROVED AS TO FORM:

28 
29 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.

ATTACHMENT 2

RESOLUTION No. 2011- R 023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY ADOPTING A CITY COUNCIL POLICY STATEMENT RELATED TO SPECIAL EVENT SPONSORSHIP

WHEREAS, the City of Culver City (the "City") has become a desirable location for the production of special events, when such events further a public purpose by providing economic and community benefits to the City; and,

WHEREAS, to further encourage organizations to produce such events in the City, the City Council may determine to allocate funding to a Special Event Sponsorship Program (the "Program"), and an event receiving funding under the Program may be considered a City-sponsored event; and,

WHEREAS, the City Council desires to establish policies and procedures for participation in and implementation of the Program in case such funding is allocated.

NOW, THEREFORE, the City Council of the City of Culver City, DOES HEREBY RESOLVE, as follows:

1. The City Council Policy Statement related to Special Event Sponsorship, which City Council Policy Statement is attached hereto as Exhibit "A" to this Resolution is hereby approved; and,

2. This City Council Policy Statement shall become effective immediately upon adoption of this resolution; and

3. The City Manager is hereby authorized to format this Policy Statement in a format consistent with other City Council Policy Statements and shall

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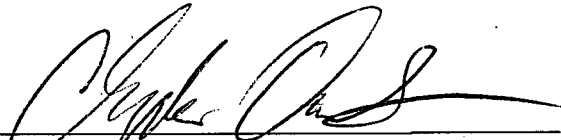
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1 include the final version of this City Council Policy Statement with other adopted City
2 Council Policy Statements.

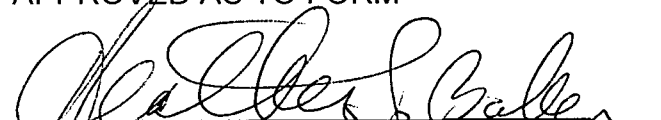
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4 APPROVED and ADOPTED this 11th day of April, 2011.

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6 
7 CHRISTOPHER ARMENTA, MAYOR
8 City of Culver City

9
10 ATTEST

11 APPROVED AS TO FORM

12 
13 MARTIN R. COLE, City Clerk

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15 CAROL SCHWAB, City Attorney

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A11-00186

SPECIAL EVENT SPONSORSHIP POLICY

Background

The City of Culver City (the "City") has become a desirable location for the production of special events, which provide economic and community benefits to the City, including, without limitation, the elimination of blight within a redevelopment project area. To further encourage organizations to produce such events in the City, the Culver City Redevelopment Agency (the "Agency") has determined to establish and allocate funding to a Special Event Sponsorship Program (the "Program") and any event receiving funding under the Program, may be considered a City- and/or Agency-sponsored event.

General Policies

SECTION 101 PURPOSE

The purpose of this document is to establish policies and procedures for participation in and implementation of the Program (the "Policy").

SECTION 102 DEFINITIONS

Terms defined herein shall have the following meanings when used in this Policy:

Agency Board. The Board of Directors of the Culver City Redevelopment Agency.

Qualified Expenses. For Agency funded Special Events, expenses which directly relate to a "redevelopment activity" as defined in Health and Safety Code Section 33678(b)(1), which provides as follows:

"Redevelopment activity" means either of the following:

(1) Redevelopment meeting all of the following criteria:

- (A) Is redevelopment as prescribed in Sections 33020 and 33021.
- (B) Primarily benefits the project area.

(C) None of the funds are used for the purpose of paying for employee or contractual services of any local governmental agency unless these services are directly related to the purpose of Sections 33020 and 33021 and the powers established in other sections of the Community Redevelopment Law.

Special Events funded using City sources may have different Qualified Expenses. Any such differences shall be outlined in the NOFA.

Grant Recipient. The Special Event Organizer to which a Program Sponsorship is awarded.

Sponsorship. Award of Funding to the Organizer of a Special Event in accordance with the provisions of this Policy.

Executive Director. The Executive Director of the Culver City Redevelopment Agency or his/her designee.

Funding. City and/or Agency funds awarded to the Grantee in accordance with Program requirements and this Policy.

Notice of Funding Availability (NOFA). The notice of availability of and application to receive Funding through the Program, to be submitted to the Special Projects Coordinator. The contents of the application shall be in accordance with Section 105.1 of this Policy.

Organizer or Applicant. Any individual, corporation, firm, partnership, association, organization, or other group acting as a unit, that is responsible for the Special Event and submitted an application for Program Sponsorship.

Special Event. The event for which an Organizer/Applicant is seeking Program Sponsorship in accordance with Program requirements and this Policy.

Special Projects Coordinator. The individual or individuals designated by the Agency's Executive Director to administer, coordinate and supervise the NOFA process and Sponsorship Agreement.

Sponsorship Agreement. The document executed by the Grant Recipient, City Manager and Agency Executive Director, as applicable, setting forth the terms and conditions pursuant to which a Sponsorship has been awarded and Funding will be allocated.

SECTION 103 ELIGIBILITY CRITERIA

Non-profit organizations, including Culver City charitable and community organizations, and for-profit organizations, whose events will 1) provide tangible economic benefits directly to the City and 2) take place at least partially in a Redevelopment Agency project area are eligible to apply for a Program Sponsorship. Should the City Council determine to allocate funding for the Program from non-Redevelopment sources, different eligibility criteria may apply and will be noted on the NOFA.

The Special Event must occur on a date(s) within the time period set forth in the NOFA. The Special Event must be available to the general public in a building, facility, or other area that is ADA accessible, and is wholly or partially located in the City or under the City's or Agency's control. The Special Event must comply with all Culver City Municipal Code requirements, including the Zoning Code, and all other provisions of local, state and federal law.

SECTION 104 FUNDING GUIDELINES

Section 104.1 Use of Funds. Funding shall only be used for direct expenses related to the Special Event. Agency funds shall only be used to pay for Qualified Expenses. City funds may have different use criteria.

Section 104.2 Permits & Licenses. The Grant Recipient shall be required to obtain a Culver City business tax certificate before the Special Event occurs, as well as complete a special event permit application. Compliance with any additional licensing/permitting conditions, and/or insurance requirements, established by the City and/or Agency, or by the venue at which the Special Event will be held, is required.

Section 104.3 Credits. To ensure that acknowledgment of Sponsorship is given to the City and/or Agency, as applicable, the Grant Recipient shall include a credit line and the City and/or Agency logo, as applicable, in all marketing materials and Special Event program information, as well as provide a draft of the marketing materials and Special Event program information to the Special Projects Coordinator for review and approval prior to the Special Event. The credit line should read as follows (unless otherwise approved by the Special Projects Coordinator): "Sponsored in part by the City of Culver City and Culver City Redevelopment Agency" as applicable.

Section 104.4 Consultation with Special Projects Coordinator. The Grant Recipient shall be required to meet with the Special Projects

Coordinator at least three months prior to the Special Event date(s) to review plans for the Special Event and confirm completion of the requirements set forth in Sections 104.2 and 104.3 of this Policy.

Section 104.5 Receipt and Forfeiture of Funding. The Grant Recipient shall receive Funding after the conclusion of the Special Event and submission of an invoice evidencing Qualified Expenses and final budget report to the Special Projects Coordinator. Processing of invoices takes approximately 30 business days but may take as long as 45 days from receipt of invoice. Failure to comply with any of the requirements for participation in the Program including, but not limited to, the provisions of this Policy shall subject the Grant Recipient to forfeiture of Funding.

Section 104.6 Sponsorship Agreement. Grant Recipients will be required to sign a Sponsorship Agreement defining terms and conditions for receipt of Funding, as set forth in Section 107 of this Policy.

SECTION 105 SUBMITTAL OF NOFA APPLICATION AND APPROVAL OF SPONSORSHIP AGREEMENT

Section 105.1 Contents of NOFA Application

All applications shall contain a completed and signed NOFA Application Form accompanied by the following information in accordance with the requirements and consistent with the format set forth in the NOFA:

- A. Detailed description of the Special Event
- B. Mission/purpose of the Organizer/Applicant
- C. Location details
- D. Economic benefits to the City
- E. Marketing and publicity
- F. Audience development
- G. Community benefits
- H. Funding details
- I. Financial statement
- J. Special Event samples/designs

K. Supplementary materials

Section 105.2 Evaluation Criteria

NOFA applications will be evaluated based on the following criteria:

Required for Consideration: Potential economic benefit to the City as measured by:

- A. A quantifiable value of media exposure/visibility of the Special Event
- B. Expected sales tax produced
- C. Potential for new business attraction generated from the Special Event
- D. Exposure of the City to new foot traffic at the Special Event
- E. Amount of funding already obtained by the Organizer in support of the Special Event from other sources and/or sponsorships
- F. Event marketing plan
- G. Geographic diversity within a Redevelopment Agency Project Area

Additional Criteria:

- A. Potential community benefit to the City as measured by:
 - 1. Uniqueness of event for the City
 - 2. Benefits to the community
 - 3. Elimination of blight within a Redevelopment Agency Project Area
- B. Realistic budget as measured by:
 - 1. Event costs
 - 2. Required City staff/department costs
 - 3. Special Event marketing expenses

4. Cost of Special Event attraction (marketing expenses and expected attendees)

Section 105.3 Selection Process

NOFA applications will be evaluated based upon the evaluation criteria outlined in the NOFA and Section 105.2 of this Policy. Applications will be reviewed by the Special Projects Coordinator to ensure the application is complete. Those applications that are deemed complete shall be forwarded to a review panel for evaluation and consideration. The recommendations of the review panel will be presented for review to the City Council and/or the Agency Board, which will make the final determination concerning Program Sponsorship awards. All Applicants are required to have a representative at the City Council and/or Agency Board meeting at which the review panel's recommendations are considered in order to answer any questions that should arise. Each Applicant will receive notification of the City Council and/or Agency Board's consideration of the recommendations at least seven days prior to the City Council/ and/or Agency Board meeting. The selection process may be modified at any time at the discretion of the City Manager and/or Executive Director.

Section 105.4 Submission Requirements

All Applicants must strictly adhere to the procedures specified in the NOFA and this Policy. Incomplete applications shall not be considered and shall be disqualified from the selection process. It is the responsibility of the Applicant to ensure that the proposal packages are complete and City staff is not obligated to contact Applicants for missing information.

The application must be submitted in the legal name of the Organizer/Applicant and signed by an authorized representative of the Organizer/Applicant, who has legal authority to bind the Organizer in contract with the City and Agency. Submission of an application shall constitute acknowledgement and acceptance of all terms and conditions stated in the NOFA and this Policy.

SECTION 106 DISCLOSURE OF NOFA CONTENT

All NOFA applications submitted are the property of the City/Agency and are part of the public record, with the exception of those elements of each submittal that are identified by the Organizer/Applicant as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a submittal that the Organizer/Applicant considers to meet one of the listed

categories must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient to maintain non-disclosure and shall not be considered binding on the City or Agency in any manner whatsoever. If disclosure of any part of the NOFA application is required under the California Public Records Act or otherwise required by law (despite the Organizer's request for confidentiality), neither the City nor the Agency shall be liable or responsible for the disclosure of any such records or part thereof.

SECTION 107 SPONSORSHIP AGREEMENT

Upon award of Funding, each Grant Recipient shall be required to enter into a Sponsorship Agreement. The Sponsorship Agreement shall set forth the terms and conditions of the Grant Recipient's receipt of Funding and participation in the Program, including, but not limited to, the following:

- A. Requirements set forth in the NOFA and this Policy
- B. Funding amount
- C. Special Event specifications, including event date(s)
- D. Benefits associated with the Special Event
- E. Provisions requiring the Grant Recipient to expend funds within 12 months of the grant cycle.
- F. Procedures and requirements for reimbursement requests
- G. Requirement of signed Sponsorship Agreement prior to receipt of Funding
- H. Indemnification and insurance requirements

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CULVER CITY)

I, Ela Valladares, Deputy City Clerk of the City of Culver City, California,
do hereby certify that the foregoing Resolution No. 2011-R023 as duly and
regularly adopted, passed, and approved by the City Council of the City of
Culver City, California, at a regular meeting of said City Council held at the
regular meeting place thereof, on the 11th day of April 2011, by the
following Councilmember vote:

AYES: Cooper, Malsin, O'Leary, Weissman, Armenta

NOES: None

ABSTAIN: None

ABSENT: None

Dated this 12th day of April, 2011.


Ela Valladares
Deputy City Clerk and Ex-Officio Clerk of the City Council
City of Culver City, State of California



REDEVELOPMENT AGENCY

NOTICE OF FUNDING AVAILABILITY (NOFA)

July 1, 2011

***2012 Culver City Special Event
Sponsorship Program***

Submittal Deadline: 5:00 pm., August 19, 2011

1. INTRODUCTION

The Culver City Redevelopment Agency encourages organizations that produce special events providing economic benefit to the City of Culver City to apply for its first annual Special Event Sponsorship Program.

The Culver City Redevelopment Agency has allocated \$40,000 for the 2012 Special Event Sponsorship Grant Program. This amount has been appropriated from the Redevelopment Agency's Economic Development account and includes administrative costs associated with implementing the program. As per common practice, organizations should consider requesting no more than 50% of total costs for the event.

Culver City has become a desirable location, in which many events occur without support from the Culver City Redevelopment Agency. To be considered for this competitive sponsorship, the applicant will need quantify how the event provides economic benefits, as well as community benefits to Culver City for review and determination of sponsorship awards.

The Culver City Municipal Code (Section§ 17.700.010) defines a "Special Event" as a duly licensed and approved activity of limited duration that is not directly related to an established business on the premises where the event is held.

2. ELIGIBILITY CRITERIA

Non-profit organizations, including Culver City charitable and community organizations and, for-profit organizations, whose events will 1) provide tangible economic benefits directly to Culver City and 2) take place at least partially in a Redevelopment Agency project area would be eligible to apply.

Events must occur between January 1, 2012 and December 31, 2012. The event must be available to the general public in a building, facility, or other area that is ADA accessible, and that is wholly or partially located in Culver City or under the control of the City of Culver City or the Culver City Redevelopment Agency.

3. FUNDING GUIDELINES

Funding may only be used for direct expenses related to the event in Culver City

All grant recipients shall be required to obtain a Culver City Business License before the event occurs, as well as complete a special event permit application. For more information on Business Licenses and permit applications, visit www.culvercity.org or call the City Treasurer's Office at 310.253.5870.

Compliance with any additional licensing, permitting conditions, and/or insurance requirements, established by the City or by the venue at which the event will be held, is required.

To ensure that acknowledgment is given to the Culver City Redevelopment Agency, grant recipients shall be required to include a credit line and the Culver City Redevelopment Agency logo in all marketing materials and event program, as well as provide a draft of the marketing materials and event program to Redevelopment Agency staff prior to their event.

The credit line should read as follows (unless otherwise approved by Redevelopment Agency staff): **“Sponsored in part by the Culver City Redevelopment Agency”**

Sponsorship recipients will be required to sign a contract, defining elements to be fulfilled, including provision of credit and logo in marketing materials and programs and notification of changes to event details. Should the requirements not be followed, the grant award is subject to withdrawal.

Also, sponsorship recipients shall be required to contact Redevelopment Agency staff three months prior to their event date(s) to review plans for event in Culver City and to confirm receipt of a Culver City Special Event Permit and the CCRA logo.

Grant recipients shall be paid their grant award **after** their event date(s) and submission of an invoice and final budget report to the Agency. Processing of invoices takes approximately 30 business days but may take as long as 45 days from receipt of invoice.

4. EVALUATION CRITERIA

Consideration will be given to the following criteria:

REQUIRED FOR CONSIDERATION:

- Potential Economic Benefit for Culver City as measured by
 - o Quantifiable Value of Media Exposure/Visibility of the event
 - o Expected Sales Tax Produced
 - o Potential for new business attraction from the event
 - o Exposure of Culver City to new foot traffic at event
 - o Amount of Sponsorship sset
 - o Event marketing plan
 - o Geographic diversity within a Redevelopment Agency Project Area
 - o

ADDITIONAL CRITERIA:

- Potential Community Benefit For Culver City
 - o Uniqueness of event for Culver City
 - o What will the event provide to the community
- Realistic budget
 - o Event Costs
 - o Required City department costs
 - o Event marketing expenses
 - o Cost of event attraction (marketing expenses / expected attendees)

5. SUBMITTAL CONTENT REQUIREMENTS

Submit a completed the application form, followed by responses B-L on separate pages. Responses must be typed in font 11 point or larger and follow the margins established in this format.

A. SIGNED APPLICATION FORM (page 8)

- B. Detailed Description of the Event.** Describe the event you wish funded. Please be specific, describing the type of event and components, location, planned date and time, expected attendance/participation. Include any special aspects of the event (such as the need to close a street or space needed beyond the location of the event to facilitate the event.) Please describe how Redevelopment Agency funding will be used in connection with the project. Has your organization produced this event in the past or is this a new event for your organization? Is this a recurring event or is it a one-time occurrence?
- C. Mission/Purpose of the Organization/Applicant.** Briefly describe the organization and/or applicant. Describe the history of and connection between the organization and the event (if it is established) or the reason for choosing to produce the event for the first time. Emphasize how this event matches the mission and goals of the organization.
- D. Location Details:** Explain why Culver City was selected for the event location. Please list the name, address, and phone number for the venue(s) where your event will occur, Include a signed letter from a representative of the venue(s), confirming acknowledgement of use of location on event date.
- E. Economic Benefits:** Quantify how the event will provide economic benefits to Culver City. Do you expect that sales tax will be produced from your event or as an indirect result of your event? What is the expected attendance and what types of businesses or industries will be attracted to your event? Indicate how many people would attend from Culver City and how many would come from outside of Culver City to attend? What sponsors are already in place or being approached? After attending your event, do you expect that attendees will return to Culver City? How visible will your event be?
- F. Marketing/Publicity:** Describe the marketing plan. Is there a dedicated person/group that will focus specifically on the marketing? Please detail the types of publicity planned (or has occurred in the past) for this event.
- G. Audience Development:** Who is the target attendee/participant and how do you intend to reach them? How many people do you expect to attend? How will you attract Culver City residents to the performance(s)?
- H. Community Benefits:** Describe what the event will provide to the community before, during and after the event is complete. Describe what makes this event unique for Culver City and the community.

- I. **Funding Details:** Describe how you will attain the funding necessary to ensure the execution of this event (identify additional funding sources by name and whether or not funds are secured or pending). Are you prepared to go forward with the event should your organization receive a smaller grant than requested or are denied sponsorship? How would you adjust your planning for the event?
- J. **Financial Health:** Please provide a **Year End Financial statement** signed by a certified accountant from within the last two years. Provide an **event budget**, showing income and expenses, including the expected income from the Agency, should sponsorship be received.
- K. **Event Samples/Designs:** Please submit a maximum of three of the following: jpeg photographs (may be part of a power point presentation of no more than 10 photographs), short video presentation of past event (up to 3 minutes), layout plans, presentation of design elements are acceptable.
- L. **Supplementary materials (if available):** Submit a maximum of four pieces of printed collateral material such as newspaper articles, programs, reviews, etc. with your application. All printed materials may be photocopied. If providing a program or other promotional material, one original plus an electronic copy will be acceptable.

6. SELECTION PROCESS

Responses will be evaluated based upon the evaluation criteria outlined in Section 4 of this NOFA.

Grant applications will be reviewed by Agency staff to ensure that the application is complete. The applications will be forwarded to a review panel for evaluation and consideration. The recommendations of the review panel will be presented to the Agency Board for review, who will make the final determination concerning sponsorship awards. **All applicants are required to have a representative at the Redevelopment Agency Board meeting to answer any questions that should arise.** Each applicant will receive notification of the specific dates for the Agency Board meeting at least seven (7) days in advance.

.7. NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

ALL RESPONSES SUBMITTED ARE THE PROPERTY OF THE CULVER CITY REDEVELOPMENT AGENCY AND ARE PART OF THE PUBLIC RECORD, WITH THE EXCEPTION OF THOSE ELEMENTS OF EACH SUBMITTAL WHICH ARE IDENTIFIED BY THE APPLICANT AS BUSINESS OR TRADE SECRETS AND PLAINLY MARKED AS "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY." EACH ELEMENT OF A SUBMITTAL WHICH THE APPLICANT DESIRES NOT TO BE CONSIDERED A PUBLIC RECORD MUST BE CLEARLY MARKED AS SET FORTH ABOVE, AND ANY BLANKET

STATEMENT (I.E. REGARDING ENTIRE PAGES, DOCUMENTS, OR OTHER NON-SPECIFIC DESIGNATIONS) SHALL NOT BE SUFFICIENT AND SHALL NOT BE CONSIDERED BINDING IN ANY WAY WHATSOEVER. IF DISCLOSURE IS REQUIRED UNDER THE CALIFORNIA PUBLIC RECORDS ACT OR OTHERWISE BY LAW (DESPITE THE APPLICANT'S REQUEST FOR CONFIDENTIALITY), THE AGENCY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE DISCLOSURE OF ANY SUCH RECORDS OR PART THEREOF.

8. SUBMISSION REQUIREMENTS

All applicants must **strictly** adhere to the procedures specified in this Notice of Funding Availability. Incomplete applications shall not be considered. It is the responsibility of the applicant to ensure that the proposal packages are complete. City staff is not obligated to contact applicants for missing information and applications deemed incomplete will be disqualified. All applications deemed complete by staff will be forwarded to a review panel for consideration

The application must be submitted in the legal name of the organization responsible for the event and signed by an authorized representative of the organization, who has legal authority to bind the applicant in contract with the Agency. Submission of an application shall constitute acknowledgement and acceptance of all terms and conditions stated herein.

Provide one printed and unbound application comprised of the "Submittal Content Requirements" (Section 5) and one electronic copy on either a cd or usb flash drive. The following file types are acceptable: word documents, excel spreadsheets, pdfs, jpegs, power point or other documents that can be viewed on a computer using a Windows system. The original and electronic version must be identical to one another (i.e., do not include information in the original that is not included on the cd/usb flash drive). Faxed or e-mailed applications will **not** be accepted. Please note that no submitted materials will be returned to the applicant.

To be considered for evaluation, a complete application as defined herein, including all necessary documentation and attachments must be delivered to the following address:

**Culver City Redevelopment Agency
9770 Culver Blvd., 3rd Floor
Culver City, CA 90232
Attention: Sol Blumenfeld
Assistant Executive Director**

All hand-delivered proposals must be received by 5:00 p.m. on August 19, 2011. Hand-delivered proposals received after 5:00 p.m. will not be accepted. Proposals sent via U.S. Postal Service, commercial carrier, or self-metered mail must be postmarked no later than 5:00 p.m. on August 19, 2011. If the U.S. Postal Service is used, proposals should be sent by certified mail and the developer should retain a receipt

showing a legible postmark date. If commercial carrier is used, the developer should retain a receipt showing legible shipping date. Applications with proper postmarks may still be deemed ineligible 14 days after deadline.

9. TENTATIVE SCHEDULE AND PROCESS FOR SPONSORSHIP SELECTION

Applications will be reviewed by staff to ensure that the application is complete. The applications will be forwarded to a review panel for evaluation and consideration. The recommendations of the review panel will be presented to the Culver City Redevelopment Agency Board for review, who will make the final determination concerning grant awards. **All applicants are required to have a representative at the Redevelopment Agency Board meeting to answer any questions that should arise.** Each applicant will receive notification of the specific dates for the Redevelopment Agency Board meeting at least seven (7) days in advance.

The tentative schedule is as follows:

Application Released	Week of July 5, 2011
Applications Due	August 19, 2011
Applications Sent to Review Panel	September 1, 2011
Review Panel Meets to Make Recommendations	October, 2011
Redevelopment Agency Makes Final Awards	November 2011

Though the above describes the anticipated review process, the Agency reserves the right to vary from or modify the process if deemed to be in the best interest of the Agency.

CONTRACT

Agreements shall be sent to approved applicants specifying the grant amount, the event specifications the benefits associated with the event and the event date(s). The agreement will include provisions requiring all recipients to expend funds within 12 months of the grant cycle. Reimbursement requests are required to be submitted within 60 days of the last event date. No grant award shall be deemed final until an agreement has been properly executed and signed by the applicant and the City. The agreement shall also include, among other items, a hold harmless provision. Any change from the original proposal must be submitted in writing to Redevelopment Agency staff for approval 60 days before the event date

FOR ADDITIONAL INFORMATION, CONTACT:

Jeremy Green, Culver City redevelopment Agency, at (310) 253-5764.
Email: jeremy.green@culvercity.org.

APPLICATION FORM

APPLICANT ORGANIZATION

Name of Organization:

Mailing Address (please provide street address):

Telephone:

Fax:

E-Mail:

Contact Name/Title:

Contact Phone (if different from above):

Website:

Title of Event:

Brief Description of Event:

Proposed Date(s) of Event:

Proposed Event Venue(s):

Estimated number of people to participate/attend

TOTAL EVENT COST:

Cash Grant Amount Requested from the Redevelopment Agency:

Has your organization ever received financial assistance from Culver City? Yes No

If yes, please describe the source and amount of assistance, the year it was received, and how it was used.

ATTACHMENT 3

Culver City Exchange Club
P.O. Box 212, Culver City, CA 90231
"Unity in Service Through Daily Acts and Steadfast Purpose"

February 9, 2011

Honorable Mayor and
Members of the City Council
City of Culver City
9770 Culver Blvd
Culver City, CA 90232

Dear Mayor and Members of the City Council:

The Exchange Club of Culver City ("The Club") respectfully requests the City of Culver City Council agendaize for consideration that The Club and The City of Culver City ("The City") enter into a Memorandum of Understanding ("MOU") with regard to the sponsorship and production of the 2012, and subsequent years, Culver City "Cruisin' Back to the 50's" Car Show (held the day before Mother's Day in May of each year).

Year 2012 will be the 9th year of the car show and The Club believes it has shown The City its commitment to continuing to produce this quality event every year for the benefit of The City and The Club. The Car Show would not be possible without the support of the City of Culver City, and the request for MOU would allow us to streamline the yearly production of the show and establish standardization.

In order to ensure that the City Council has ample time to consider its support we are requesting that you direct staff to agendaize the item within the next 4-6 weeks. Your consideration and approval are vital to keeping this great event a stable and annual Culver City showcase event.

Please contact me at 310-344-8033 if you have any questions or need additional information. Thank you for your attention to this request.

Sincerely,



Mike Snell
Culver City Exchange Club



ATTACHMENT 4

WWW.TASTE OF THE NATION.ORG

Dear Honorable Mayor and City Council:

On behalf of the volunteer committee and Share Our Strength, we would like to enter into a Memorandum of Understanding with Culver City Council and the Agency with regards to Taste of the Nation being held at Media Park in Culver City for two years in June 2012 and 2013.

We look forward hearing from you and taking the necessary steps.

Many thanks for the consideration,

Judy Walker
Western Regional Director
Share Our Strength

Jeremy Green
Culver City Redevelopment Agency/City of Culver City
9770 Culver Blvd.
Culver City, California 90232

May 17, 2011

Dear Jeremy:

It has been an honor to have the City of Culver City/Redevelopment Agency as Presenting Sponsors of IndieCade: The International Festival of Independent Games for the past three years! Over this time, we've seen a tremendous growth in both the game industry and the Festival, and we've been pleased to see so many colleagues and alumni take a good look at and advantage of what Culver City has to offer cutting-edge businesses.

IndieCade and Culver City have been a great fit, and it remains our desire to continue to grow the Festival in its home base. Based on this synergistic legacy, we would like to request a memorandum of understanding from the City of Culver City/Redevelopment Agency, committing to an extension of support at a minimum Presenting Sponsor level for at least the next two years. In return, IndieCade will continue to offer this appreciating sponsorship level at the current rate. Additionally, as the festival grows, we will also offer the option of increased sponsorship participation at proportionally discounted rates.

As Presenting Sponsor, Culver City will be a ubiquitous presence across the entirety of the IndieCade 2011 Festival and at the E3 Expo, deeply reaching a highly engaged global audience of industry professionals and independent developers, as well as a key audience of enthusiasts and the general public.

We look forward to the continued growth of this event and our mutually beneficial partnership over these next years. Thank you for your consideration.

Sincerely,



Stephanie Barish
CEO, IndieCade

ATTACHMENT 6

EXCERPT FROM

REGULAR MEETING OF THE March 14, 2011
CITY COUNCIL, CITY OF CULVER CITY, 5:00 p.m.
CALIFORNIA

Call to Order & Roll Call
Joint Item

Item J-1

1) Consideration of Agency Purchase of a \$12,000 Sponsorship Package for the Eighth Annual Culver City Car Show; 2) Approval of a License Agreement for the Car Show; 3) Consideration of Designation of the Eighth Annual Culver City Car Show as a City-Sponsored and/or Agency-Sponsored Event; and 5) Determination of the Appropriate Level of Staffing for Public Works Traffic and Engineering for the Car Show and (4) City Council Approval of a Budget Amendment Related Thereto.

Councilmember Cooper recused himself from this item as he is a Board Member of the Exchange Club. Councilmember Cooper left the Council Chambers at 7:43 p.m.

Jeremy Green, Cultural Affairs Administration and Special Projects Coordinator, provided a summary of the material of record.

Mayor Armenta invited public input.

The following members of the audience addressed the City Council:

Mike Snell, representing the Culver City Exchange Club, indicated he was present to answer any questions.

Laura Stuart, representing the Culver City Exchange Club, announced that the Car Show was scheduled for May 7, 2011.

Cary Anderson expressed concern regarding parking issues associated with the Car Show last year and with potential issues this year; he discussed the alleged lack of parking enforcement; and he suggested that the Exchange Club provide parking passes to the neighbors.

Discussion ensued between the City Council and staff regarding differences between the three budgets; staff preference for more staff onsite to deal with any issues that arise; enforcement on the day of the Car Show; providing consistent and effective enforcement; the possible elimination of the Redevelopment Agency and potential effects to the Car Show; parking structure availability; encouraging parking enforcement officers to write more tickets on that day; how many tickets would be necessary to pay for an additional officer; a desire for a pleasant event with participants abiding by the rules; dissatisfaction with a rigid parking system; finding a balance; support for the current system; charitable giving by the Exchange Club; the event as an effective marketing expenditure by the Redevelopment Agency; the importance of onsite staff; signs to discourage parking in the residential areas; and clarification that it is not illegal to park on some of the residential streets in the area.

Councilmember Malsin moved to adopt the staff recommendation with a staffing level of two Public Works/Engineering staff members in his motion.

Further discussion ensued between the City Council and staff regarding liability issues; concern with going against the judgment of staff; a correction to the motion which refers to the 7th Annual Car Show rather than the 8th; a suggestion to outsource parking enforcement for one day; and the true impact to the residents.

Councilmember Malsin agreed to accept the staff recommendation of three Public Works/Engineering staff members.

MOVED BY COUNCILMEMBER MALSIN AND SECONDED BY COUNCILMEMBER O'LEARY, THAT THE CITY COUNCIL:

1. DESIGNATE THE EIGHTH ANNUAL CAR SHOW AS A CITY-SPONSORED EVENT; AND
2. APPROVE A LICENSE AGREEMENT WITH THE CULVER CITY EXCHANGE CLUB; AUTHORIZE THE CITY ATTORNEY TO REVIEW/ PREPARE THE NECESSARY DOCUMENTS; AND AUTHORIZE THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS ON BEHALF OF THE CITY; AND
3. AUTHORIZE THE EXCHANGE CLUB TO USE OF THE PARKS, RECREATION AND COMMUNITY SERVICES ("PRCS") GLOBAL ELECTRIC MOTOR ("GEM") TRUCK; AND

4. DETERMINE THE APPROPRIATE LEVEL OF STAFFING FOR PUBLIC WORKS TRAFFIC AND ENGINEERING FOR THE EVENT; AND

5. ACCEPT THE TRANSFER OF FUNDS FROM THE REDEVELOPMENT AGENCY INTO CITY REVENUE FUND 10116100.371100 AND APPROPRIATE \$12,000.00 INTO 10116100.517500 WITH THREE MEMBERS OF STAFF (WHICH REQUIRES 4/5THS VOTE.)

AYES: Councilmembers Malsin, O'Leary, Weissman, Armenta

NOES: None

ABSTAIN: Councilmember Cooper

ABSENT: None

Discussion continued between the City Council and staff regarding parking permits and making accommodation for family members; the number of passes issued as related to a City ordinance; staff agreement to investigate and return to the City Council; and previous City Council consensus to explore the way other communities create and implement parking districts. Councilmember Cooper returned to Council Chambers at 8:17 p.m.

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ATTACHMENT 7

Contract No. 2011- 089

MEMORANDUM OF UNDERSTANDING (EXCHANGE CLUB – CAR SHOW EVENT)

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 Exchange Club, (“Exchange Club”), a California non-profit corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the purpose of this MOU includes, but is not limited to, defining the Exchange Club’s relationship with the City and the Agency; and delineating the functions, duties and responsibilities of the Parties with respect to their partnership in 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 Culver City “Cruisin’ Back to the 50’s” Car Show (“Car Show”), to be produced by the Exchange Club, constitutes “redevelopment activity” within the meaning of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq.); and,

WHEREAS, over the past eight years, the City and the Agency, in cooperation with the Exchange Club, have expended significant resources on the Car Show that serves to benefit the community and the economic development of the City, and the City and the Agency intend to continue to allocate resources to this event; 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 Exchange Club 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.

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 EXCHANGE CLUB:

Under this MOU, the Exchange Club shall, in general, produce the Car Show to promote and maintain Culver City as a healthy and growing area for commerce and business.

B. SPECIFIC EVENTS AND PROJECTS:

Specific events include, but are not limited to, the Car Show.

1. Car Show:

a. The Exchange Club 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/or provide expenditures for the location(s), decorations, equipment rental, marketing, and City (and other) services deemed necessary by the City;
- iii. execute a license agreement for the use of City/Agency properties ("License Agreement"); and
- iv. obtain a special event permit from the Committee on Permits and Licenses and provide expenditures for required City and other services as needed.

b. The Agency:

- i. hereby designates the event an Agency-sponsored event;
- ii. shall pay a sponsorship fee to the Exchange Club in the amount of \$12,000 in accordance with the terms of the License Agreement, only if such funds have been appropriated by the Agency Board during the fiscal year in which the event occurs.
- iii. shall participate, as needed, in the planning, preparation and/or promotion of the event; and,
- iv. shall assign staff and allocate approximately 18 hours of staff time to assist the Exchange Club 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;
- v. shall, at the Exchange Club's request and cost, and City resources permitting, allow for the installation of banners at any or all of the City's banner locations, if available; and,
- iv. shall designate City staff and allocate approximately 18 hours of staff time to assist the Exchange Club with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

C. CANCELLATION OF EVENTS

If the Exchange Club reasonably determines the production of a particular event to be financially infeasible in any given year, the Exchange Club 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 the Exchange Club 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 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 Exchange Club's request and cost, and City resources permitting, allow for the installation of banners at any or all of the City's banner locations, if available; and,
- 3. designate staff and allocate approximately 18 hours of staff time to assist the Exchange Club with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

E. INDEMNIFICATION

The Exchange Club shall indemnify, defend, protect and hold harmless the City, and 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 Exchange Club's, or any of its directors', officers', employees', agents', contractors', subcontractors' or volunteers' acts, errors or omissions arising out of or connected with producing the event contemplated by this MOU.

F. INSURANCE

Notwithstanding anything to the contrary herein, nothing in this Section F shall be interpreted as a limitation on Licensee's obligations under Section E of this MOU. The Exchange Club shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this MOU, and in a form acceptable to City and Agency, in their sole discretion, the following insurance policies:

1. General Liability Insurance with a minimum coverage limit per occurrence of not less than \$2,000,000.
2. Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.
3. Automobile Liability Insurance coverage in the amount of \$1,000,000.

The City of Culver City and the Culver City Redevelopment Agency, and their respective agents, officers and employees shall be named as the "Certificate Holder" and as additional insureds for each insurance policy required herein. Each such policy shall contain a provision that: (a) for all claims, accidents, injuries and damages arising out of or connected with producing the event contemplated by this MOU, provides primary coverage without contribution from any other insurance carried by or for the benefit of the City and/or Agency, and (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty (30) days' written notice shall have been given to the City and Agency by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten (10) days' written notice shall have been given to the City and Agency in the manner set forth herein.

All insurance required to be carried by the Exchange Club pursuant to the terms of this MOU shall be effected under valid and enforceable policies issued by reputable

and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.

The Exchange Club shall deliver to City and Agency, prior to the Effective Date of this MOU, appropriate certificates of insurance evidencing the insurance required to be carried pursuant to this MOU.

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.

Unless terminated under the provisions of this Section, this MOU shall automatically terminate on June 30, 2013. By mutual agreement of the parties, this MOU may be extended for an additional one-year term, which extension must be in writing and executed by all parties hereto at least 60 days prior to June 30, 2013.

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 date it is signed on behalf of the City and Agency.

City of Culver City:

Culver City Exchange Club:

By: _____
John Nachbar, City Manager

By: _____
_____, President

Dated: _____

Dated: _____

(Signatures Continued of Page 6)

(Signatures Continued from Page 5)

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

ATTACHMENT 8

Excerpt from

SPECIAL MEETING OF THE March 7, 2011
CITY COUNCIL, CITY OF CULVER CITY, 5:30 p.m.
CALIFORNIA

Item J-2

Consideration of (1) Designating the 2011 Taste of the Nation Los Angeles Event as a City- and Agency-Sponsored Event; and (2) Agency Purchase of a \$15,000 Marketing Sponsorship Package.

Jeremy Green, Cultural Affairs Administration and Special Projects Coordinator, provided a summary of the material of record.

Councilmember O'Leary invited public comment.

There was no response.

Martin Cole, Assistant City Manager/City Clerk, clarified that an alternative to the motion had been distributed adding a provision authorizing the assignment of the project to the City from the Agency and that Agency funds could be transferred to the City for payment thereof.

MOVED BY COUNCILMEMBER MALSIN, SECONDED BY MAYOR ARMENTA AND UNANIMOUSLY CARRIED, THAT THE CITY COUNCIL:

1. DISCUSS AND PROVIDE COMMENT ON THE PROPOSED TASTE OF THE NATION EVENT; AND
2. DESIGNATE TASTE OF THE NATION A CITY-SPONSORED EVENT; AND
3. AUTHORIZE THE ASSIGNMENT OF THE PROJECT TO THE CITY FROM THE REDEVELOPMENT AGENCY AND THAT REDEVELOPMENT AGENCY FUNDS CAN BE TRANSFERRED TO THE CITY FOR PAYMENT THEREOF.

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ATTACHMENT 9

Contract No. 2011- 087

MEMORANDUM OF UNDERSTANDING (SHARE OUR STRENGTH)

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 Share Our Strength, (“SOS”), a non-profit corporation whose principal place of business is 1730 M Street NW, Suite 700, Washington, DC 20036 (collectively, the “Parties”).

RECITALS

WHEREAS, the purpose of this MOU includes, but is not limited to, defining SOS’s 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 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 community event(s) to be produced by SOS constitute “redevelopment activity” within the meaning of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq.); and,

WHEREAS, over the past five years, the City and the Agency, in cooperation with SOS, have expended significant resources on the annual Taste of the Nation event that serves to benefit the community and the economic development of the City, and the City and the Agency intend to continue to allocate resources to this event; 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, SOS 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.

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 SOS:

Under this MOU, SOS shall, in general, produce events or projects that promote and maintain Culver City as a healthy and growing area for commerce and business.

B. SPECIFIC EVENTS AND PROJECTS:

Specific events include, but are not limited to, the Taste of the Nation Event.

1. Annual Taste of the Nation Event:

a. SOS shall:

- i. in consultation with City and Agency staff, select the date, location, program content and any additional essentials of the event;
- ii. select, contract for (when applicable), and provide expenditures for the location, caterer(s), decorations, and design and printing of marketing materials and programs;
- iii. execute a license agreement for the use of Media Park, Canfield Parking lot, Parcel B (at 9300 Culver Boulevard) and other locations to be used for the event ("License Agreement"); and
- iv. Procure a special event permit from the Committee on Permits and Licenses and provide expenditures for conditional City and other services as needed.

b. The Agency:

- i. hereby designates the event an Agency-sponsored event;
- ii. shall pay a sponsorship fee to SOS in the amount of \$15,000 in accordance with the terms of the License Agreement, only if such funds have been appropriated by the Agency Board during the fiscal year in which the event occurs.
- iii. shall participate, as needed, in the planning, preparation and/or promotion of the event; and,

- iv. shall designate staff and allocate approximately 18 hours of staff time to assist SOS 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 SOS's request and cost, and City resources permitting, allow for the installation of banners at any or all of the City's banner locations, if available; and,
- iv. shall designate staff and allocate approximately 18 hours of staff time to assist SOS with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

C. CANCELLATION OF EVENTS

If SOS reasonably determines the production of a particular event to be financially infeasible in any given year, SOS 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 SOS 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 SOS's request and cost, and City resources permitting, allow for the installation of banners at any or all of the City's banner locations, if available; and,
- 3. designate staff and allocate approximately eighteen (18) hours of staff time to assist SOS with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

E. INDEMNIFICATION

SOS shall indemnify, defend, protect and hold harmless the City and 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 SOS's, or any of its directors', officers', employees', agents', contractors', subcontractors' or volunteers' acts, errors or omissions arising out of or connected with producing the event contemplated by this MOU.

F. INSURANCE

Notwithstanding anything to the contrary herein, nothing in this Section F shall be interpreted as a limitation on Licensee's obligations under Section E of this MOU. SOS shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this MOU, and in a form acceptable to City and Agency, in their sole discretion, the following insurance policies:

1. General Liability Insurance with a minimum coverage limit per occurrence of not less than \$2,000,000.
2. Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.
3. Automobile Liability Insurance coverage in the amount of \$1,000,000.

The City of Culver City and the Culver City Redevelopment Agency, and their respective agents, officers and employees shall be named as the "Certificate Holder" and as additional insureds for each insurance policy required herein. Each such policy shall contain a provision that: (a) for all claims, accidents, injuries and damages arising out of or connected with producing the event contemplated by this MOU, provides primary coverage without contribution from any other insurance carried by or for the benefit of the City and/or Agency, and (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty (30) days' written notice shall have been given to the City and Agency by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten (10) days' written notice shall have been given to the City and Agency in the manner set forth herein.

All insurance required to be carried by SOS pursuant to the terms of this MOU shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.

SOS shall deliver to City and Agency, prior to the Effective Date of this MOU, appropriate certificates of insurance evidencing the insurance required to be carried pursuant to this MOU.

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.

Unless terminated under the provisions of this Section, this MOU shall automatically terminate on June 30 2013. By mutual agreement of the parties, this MOU may be extended for an additional one-year term, which extension must be in writing and executed by all parties hereto at least 60 days prior to June 30, 2013.

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 date it is signed on behalf of the City and Agency.

City of Culver City:

Share Our Strength:

By: _____
John Nachbar, City Manager

By: _____
_____, President

Dated: _____

Dated: _____

(Signatures Continued on Page 6)

(Signatures Continued from Page 5)

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

ATTACHMENT 10

EXCERPT FROM

REGULAR MEETING OF THE April 11, 2011
CITY COUNCIL, CITY OF CULVER CITY,
CALIFORNIA

Item J-2

- (1) Approval of the Purchase of a \$10,000 Marketing Sponsorship Package as Part of The International Festival of Independent Games 2011 (IndieCade); and (2) Designation of IndieCade as a City- and Agency-Sponsored Event.**

Jeremy Green, Cultural Affairs Administration and Special Projects Coordinator, provided a summary of the material of record.

Mayor Armenta invited public input.

The following member of the audience addressed the City Council: Stephanie Barish, IndieCade, indicated that they were very happy in the City; she discussed sponsorships for 2011; and companies that have relocated to Culver City.

The City Council expressed support for the event and for the sponsorship.

MOVED BY COUNCILMEMBER COOPER, SECONDED BY COUNCILMEMBER MALSIN AND UNANIMOUSLY CARRIED, THAT THE CITY COUNCIL DESIGNATE THE FESTIVAL A CITY-SPONSORED EVENT.

oOo

ATTACHMENT 11

Contract No. 2011- 090

MEMORANDUM OF UNDERSTANDING (CREATIVE MEDIA COLLABORATIVE, INC.)

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 Creative Media Collaborative, Inc., ("CMC"), a California corporation (collectively, the "Parties").

RECITALS

WHEREAS, the purpose of this MOU includes, but is not limited to, defining CMC's 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 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 community event(s) to be produced by CMC constitute "redevelopment activity" within the meaning of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq.); and,

WHEREAS, over the past three years, the City and the Agency, in cooperation with CMC, have expended significant resources on the annual IndieCade Festival event that serves to benefit the community and the economic development of the City, and the City and the Agency intend to continue to allocate resources to this event; 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, CMC 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.

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 CMC:

Under this MOU, CMC shall, in general, produce events or projects that promote and maintain Culver City as a healthy and growing area for commerce and business;

B. SPECIFIC EVENTS AND PROJECTS:

Specific events include, but are not limited to, the annual IndieCade Festival.

1. Annual IndieCade Festival:

a. CMC 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/or provide expenditures for the location(s), decorations, equipment rental, marketing, programs, and City (and other) services deemed necessary by the City.
- iii. execute a license agreement for the use of various City and/or Agency owned or operated properties including but not limited to Fire Station No. 1, Parcel B (9300 Culver Blvd.), Media Park, and Town Plaza, as well as space in the public right of way ("License Agreement").
- iv. obtain a special event permit from the Committee on Permits and Licenses and provide expenditures for required City and other services as needed.

b. The Agency:

- i. hereby designates the event an Agency-sponsored event;
- ii. shall pay a sponsorship fee to CMC in the amount of \$10,000 in accordance with the terms of the License Agreement, only if such funds have been appropriated by the Agency Board during the fiscal year in which the event occurs.
- iii. shall participate, as needed, in the planning, preparation and/or promotion of the event; and,

- iv. shall designate staff and allocate approximately 18 hours of staff time to assist CMC 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 CMC's request and cost, and City resources permitting, allow for installation of banners at any or all of the City's banner locations, if available, and,
 - iv. shall designate staff and allocate approximately 18 hours of staff time to assist CMC with the planning, preparation and/or promotion of the event, and waive applicable fees for City staff time.

C. CANCELLATION OF EVENTS

If CMC reasonably determines the production of a particular event to be financially infeasible in any given year, CMC 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 CMC 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 Agency Board. For each event approved in accordance with the provisions of this Section, the City and Agency agree to the following:

- 1. designate the event as a City- and/or Agency-sponsored event, as applicable; and,
- 2. at CMC's request and cost, and City resources permitting, allow for the installation of banners at any or all of the City's banner locations, if available; and,
- 3. designate staff and allocate approximately 18 hours of staff time to assist CMC with the planning, preparation and/or promotion of the event, and waive applicable fees for staff time.

E. INDEMNIFICATION

CMC shall indemnify, defend, protect and hold harmless the City, and 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 CMC's, or any of its directors', officers', employees', agents', contractors', subcontractors' or volunteers' acts, errors or omissions arising out of or connected with producing the event contemplated by this MOU.

F. INSURANCE

Notwithstanding anything to the contrary herein, nothing in this Section F shall be interpreted as a limitation on Licensee's obligations under Section E of this MOU. CMC shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this MOU, and in a form acceptable to City and Agency, in their sole discretion, the following insurance policies:

1. General Liability Insurance with a minimum coverage limit per occurrence of not less than \$2,000,000.
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Unless terminated under the provisions of this Section, this MOU shall automatically terminate on December 31, 2013. By mutual agreement of the parties, this MOU may be extended for an additional one-year term, which extension must be in writing and executed by all parties hereto at least 60 days prior to December 31, 2013.

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.

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I. EFFECTIVE DATE

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City of Culver City:

Creative Media Collaborative, Inc.:

By: _____
John Nachbar, City Manager

By: _____
_____, President

Dated: _____

Dated: _____

(Signatures Continued on Page 6)

(Signatures Continued from Page 5)

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
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Jeff Muir
Chief Financial Officer

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Murray Kane
Agency Counsel