

**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, 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 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 has 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 City, in cooperation with the Chamber, has expended and continues 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; and,

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 and the Public Promotional Event. 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 cost, install banners at any or all of the City's three banner locations, if available, 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 may, at the request of the City:
 - 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. If the Public Safety Luncheon is held, 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 cost, install banners at any or all of the City's three banner locations, if available; and
 - iv. hereby designates City staff and allocates 18 hours of City staff time to assist the Chamber with the planning, preparation and/or promotion of the event, and waives applicable fees for City staff time.
3. Business Expo: The Business Expo has run annually for over 30 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 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. promote the event at the Chamber's cost;



- vii. provide the City with up to a total of six booths to promote the City and Agency, with the final number of booths, up to six, to be determined by the City; and,
- viii. staff the event and ensure cleanup is complete.

b. The City:

- i. hereby designates the event a City-sponsored event;
- ii. shall participate, as needed, in the planning, preparation and/or promotion of the event, including, but not limited to, promotion of the event through the City's website, via social media and on the City's video crawler;
- iii. shall, at the Chamber's request and cost, install banners at any or all of the City's three banner locations, if available;
- iv. shall provide trash receptacles and recycling bins, as needed;
- v. 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;
- vi. hereby waives 50% of the rental fee for the Chamber's use of the Veterans' Memorial Complex Auditorium for the event; and
- vii. hereby waives the following additional City fees, not-to-exceed a total of \$2,500: use of trash receptacles and recycling bins and electrical and sanitation costs.

4. Public Promotional Event:

a. The Chamber may:

- 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;
- v. promote the event at the Chamber's cost; and
- vi. provide the City's Fire and Police Departments each



one free table at the event for their use.

- b. If the Public Promotional Event is held, the City:
 - i. may designate the event a City-sponsored event;
 - ii. may participate, as needed, in the planning, preparation and/or promotion of the event;
 - iii. may, at the Chamber's request and cost, install banners at any or all of the City's three banner locations, if available;
 - iv. may designate 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. 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 at no cost;
 - iii. reserve the front cover of each directory for the City's right of first refusal for a period of 45 days from the date of notification by the Chamber;
 - iv. reserve the design and content of certain portions of the Chamber Map for City 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 \$3,000 and design the ad at the City's sole cost and expense.

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 60 days prior written notice of such cancellation, except that the Mayor's Luncheon shall require 90 days prior written notice of 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 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. For each event approved in accordance with the provisions of this Section, the City agrees to the following:

1. designate the event as a City-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 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 and its 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, a Special Endorsement naming the City, its elected officials, officers and employees, as additional insureds on a form to be approved by the City Attorney, 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.

Unless terminated under the provisions of this Section, this MOU shall automatically terminate on December 31, 2020 ("Renewal Date"). By mutual agreement of the Parties, this MOU may be administratively 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 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 be given the opportunity to, in good faith, attempt to cure the default within 15 days of receipt of the Notice of Default.

Failure to cure the default to the reasonable satisfaction of the other Parties shall be cause for termination of this MOU under Section G hereof.

I. EFFECTIVE DATE

The effective date of this MOU shall be the date it is signed on behalf of the City.

City of Culver City:

Chamber of Commerce:

By: 
John Nachbar, City Manager

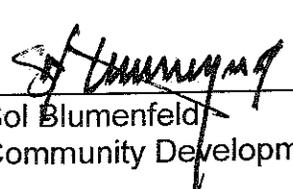
By: 
Steven J. Rose, President

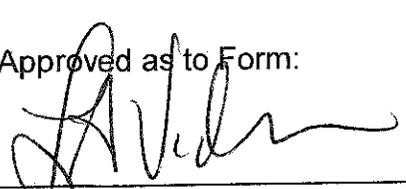
Dated: 9/29/17

Dated: 8-29-17

Approved as to Content:

Approved as to Form:


Sol Blumenfeld
Community Development Director


Carol Schwab
City Attorney