

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MENIFEE AND
THE MENIFEE VALLEY CHAMBER OF COMMERCE**

This MEMORANDUM OF UNDERSTANDING is made and entered into this 21st day of August, 2013, by and between City of Menifee, a municipal corporation ("City") and the Menifee Valley Chamber of Commerce ("Chamber"), a California corporation. The City and Chamber occasionally herein are each individually referred to as "Party" and collectively as the "Parties". The Parties hereto agree as follows:

RECITALS

- A. The City was incorporated effective October 1, 2008 and is committed to encouraging business and economic development within the City for the benefit of all residents of the community.
- B. The Chamber of Commerce is membership association of business owners and residents committed to encouraging business and economic development within the City.
- C. The Chamber and the City have worked together informally to encourage business and economic development within the City by participating in the creation of various activities, information programs, training programs, events and promotional products touting the quality of life and vibrancy of the City as a location attractive to new businesses and supportive of existing businesses.
- D. The City sees participation and financial support of Chamber activities as an investment that benefits all the residents of the community by encouraging development of jobs, generation of sales tax revenues, protection of property values and enhancing the quality of life in the community.
- E. The Chamber finds the participation and support of the City in its activities to be a positive force and a significant financial support enabling it to produce quality activities, information programs, training programs, events and promotional products.
- F. The Parties desire to enter into an agreement to transform its current relationship into a formal public/private partnership for the benefit of the residents of the City of Menifee.

NOW, THEREFORE, the Parties agree as follows:

I. General.

- A. Recitals. All Recitals set out above are true and correct.

B. Purpose and Understanding of the Parties.

1. The purpose of this Agreement is to transform the existing relationship between the City and the Chamber into a formal public/private partnership for the purpose of expanding the business and economic vitality of the City for the benefit of its residents.
2. This Agreement is entered into with the understanding that the Chamber and the City will continue to share and financially support and potentially expand the various activities, information programs, training programs, events and promotional products.

C. Implementation.

1. Commitments. The City and Chamber agree to share in the cost of the various activities itemized in Attachment A, which is incorporated herein by reference as if set forth in full ("Attachment A"), for the purpose of supporting and potentially expanding those activities for the benefit of the residents of the City.
2. Organizational Responsibility. The Chamber agrees to take the lead in organizing and promoting the activities set forth in Attachment A.
3. Updates and Budgeting. Attachment A shall be amended annually by resolution of the City with the concurrence of the Chamber to reflect activities, information programs, training programs, events and promotional products for the upcoming fiscal year and the respective contribution City will make as part of the City's budgeting process.

- D. Term. This Agreement shall be in effect for fiscal year 2013-2014 and shall automatically renew annually with the adoption of the City's annual budget and adjustment of Attachment A as provided in Section I(C)(3) unless terminated in accord with the provisions of Section II.

II. Termination

This Agreement may be terminated with or without cause by either Party upon 10 days written notice.

III. Representations, Warranties and Indemnification.

- A. Indemnification. To the fullest extent provided by law, Chamber shall indemnify, protect, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, liability, costs, damages, penalties, losses and expenses, and any other actions, suits, legal or

administrative orders or proceedings, demands or other liabilities resulting at any time from the activities set forth in Attachment A or this Agreement.

- B. Survival. Notwithstanding any other provision of this Agreement, this Section II shall survive the termination of this Agreement.

IV. Miscellaneous.

- A. General Provisions. This Agreement and all terms and conditions hereof shall be governed by and construed and enforced in accordance with the laws of the State of California, with venue in any action in the Superior Court of Riverside Chamber. Any term herein can be waived only by a written waiver signed by the Party against whom such waiver is to be asserted. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.
- B. Attorneys' Fees. In the event of litigation between the Parties hereto arising out of or in connection with this Agreement, the prevailing party shall, in addition to any other relief awarded by the court, be entitled to recover its costs and reasonable attorneys' fees as determined by the court.
- C. Notice. Any notice to be given hereunder shall be effective only when in writing and delivered to the Party to whom notice is being given personally, by fax or by mail, to the address set out below:

To City: City of Menifee
29714 Haun Road
Menifee, CA 92586
(951) 672-6777
(951) 679-3843 fax
Attn: Rob Johnson, City Manager

To Chamber: Menifee Valley Chamber of Commerce
29863 New Hub Drive
Menifee, California 92586
Attn: Dorothy Wolons

Either Party may change the place of notice to any other location by giving notice to the other.

- D. Amendment. This Agreement may only be amended by a document in writing signed by the Parties.

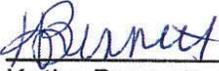
- E. Further Action. The Parties agree to and shall take such further action and execute and deliver such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with the terms hereof.
- F. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

Dated:

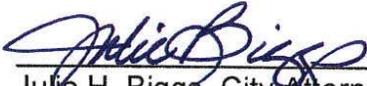
CITY OF MENIFEE, a municipal corporation

By: 
Scott A. Mann, Mayor

Attest:

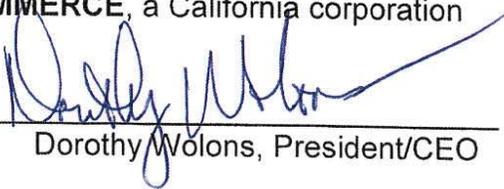

Kathy Bennett, City Clerk

APPROVED AS TO FORM:


Julie H. Biggs, City Attorney

Dated: August 6, 2013

MENIFEE VALLEY CHAMBER OF COMMERCE, a California corporation

By: 
Dorothy Wolons, President/CEO

APPROVED AS TO FORM:

Waived per Dorothy Wolons.
Chamber Legal Counsel