



CITY COUNCIL AGENDA

MEETING DATE: MARCH 18, 2014 1200

TO: CITY COUNCIL / CITY MANAGER

FROM: CITY MANAGER'S OFFICE

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH ORANGE
COUNTY KOREAN WAR MEMORIAL COMMITTEE

Approved for Agenda:


City Manager's Office

SUMMARY

The purpose of this item is to seek City Council approval of a Memorandum of Understanding (MOU) between the City of Fullerton and the Orange County Korean War Memorial Committee (OCKWMC).

The proposed, non-exclusive MOU is intended to facilitate mutually beneficial efforts to promote a historical remembrance for those who sacrificed their lives for the United States during the Korean War.

The business terms of the proposed MOU would include topics such as information sharing, costs and expense, non-exclusivity, and length of term.

RECOMMENDATION

That the Council authorize the City Manager, or his designee, to work with the OCKWMC to execute the proposed MOU in a form to be approved by the City Attorney (see Attachment A – Draft MOU).

FISCAL IMPACT

There are no specific fiscal impacts associated with the MOU.

BACKGROUND

The OCKWMC is an officially registered non profit organization in the State of California. The members of the organization have formed to initiate an effort to locate a Korean War Memorial, preferably in a municipality in Orange County. The organizers view Fullerton as a potential location. No specific location has been identified. Fullerton's local Veterans groups have been briefed on the proposal, and are supportive of the concept. Various Veterans groups that work with the City would continue to be engaged on the topic of a war memorial, should plans proceed.

DISCUSSION

The topics within the proposed MOU would include discussion items such as (but not limited to) the following:

1. INFORMATION

- To exchange information and participate in ongoing dialogue to promote their shared interest in a historical remembrance for those who sacrificed their lives during the Korean War.

2. COOPERATION

- To cooperate with each other to explore how a historical remembrance for those who sacrificed their lives during the Korean War may be promoted in the City of Fullerton.

3. REPRESENTATION AND NON-EXCLUSIVITY

- The relationships formed pursuant to the MOU between OCKWMC and CITY shall be non-exclusive and nothing herein shall preclude any of the parties from forming other relationships or cooperating with other organizations or regions. Nothing in this MOU is intended to create or constitute a joint venture, partnership, or agency relationship between the parties. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other parties with respect to the matters governed by this MOU. Without the prior written consent of the other party, no party may use the logo, trademark, name, or other sign of identification of the other party, unless otherwise expressly provided herein.

4. COSTS AND EXPENSES

- The intent of the parties to undertake the acts contemplated by this MOU. However, it is expressly agreed that neither party shall be required or

otherwise obligated to incur any cost or expense in connection with its obligations under this MOU. Neither party shall incur any expenses on behalf of the other without the prior written approval of the party to be obligated.

5. GOOD FAITH

- The parties shall perform their obligations under this MOU in good faith. The obligations of each party shall be performed only to the extent that the obligations will not be unduly burdensome.

6. TERM OF MOU

- The MOU shall be effective as of the date set forth below and shall remain in effect for a period of one year from and after its date of execution. Upon expiration of such term, this MOU shall be automatically extended for a term of one (1) year if neither party provides a written notice of termination to the other party at least sixty (60) days prior to the expiration of this MOU. Notwithstanding the foregoing, either party may terminate this MOU at any time by written notice to the other, provided that any obligations, financial or otherwise, incurred prior to termination shall not be cancelled by such termination. If this MOU is terminated for any reason, the parties shall make prompt settlement of all outstanding financial obligations to each other.

7. AMENDMENTS TO MOU

- The MOU may be amended, clarified or otherwise modified at any time by and only by written consent of all parties.

8. TRANSFER AND ASSIGNMENTS

- The MOU may not be transferred or assigned without the written consent of both parties.

Staff recommends that the Council authorize the City Manager, or his designee, to execute an MOU on behalf of the Council, on a form to be approved by the City Attorney.



City Manager's Office

MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY KOREAN WAR MEMORIAL COMMITTEE
AND
CITY OF FULLERTON

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the ORANGE COUNTY KOREAN WAR MEMORIAL COMMITTEE, a California nonprofit corporation (“OCKWMC”) and the City of Fullerton, a California municipal corporation (“CITY”).

Recitals

WHEREAS, OCKWMC desires to promote a historical remembrance for those who sacrificed their lives for the United States during the Korean War; and

WHEREAS, CITY is supportive of OCKWMC’s desire to promote a historical remembrance for those who sacrificed their lives during the Korean War; and

WHEREAS, the parties agree that it would be to their mutual benefit to collaborate and cooperate with each other as set forth in this MOU in support of this interest.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree to cooperate with each other in the exchange of information and participation in ongoing dialogue to promote their shared interest in a historical remembrance for those who sacrificed their lives during the Korean War.
2. The parties agree to cooperate with each other to explore how a historical remembrance for those who sacrificed their lives during the Korean War may be promoted in the City of Fullerton.
3. The relationships formed pursuant to the MOU between OCKWMC and CITY shall be non-exclusive and nothing herein shall preclude any of the parties from forming other relationships or cooperating with other organizations or regions. Nothing in this MOU is intended to create or constitute a joint venture, partnership, or agency relationship between the parties. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other parties with respect to the matters governed by this MOU. Without the prior written consent of the other party, no party may use the logo, trademark, name, or other sign of identification of the other party, unless otherwise expressly provided herein.
4. It is the intent of the parties to undertake the acts contemplated by this MOU. However, it is expressly agreed that neither party shall be required or otherwise obligated to incur any cost or expense in connection with its obligations under this MOU. Neither party shall

incur any expenses on behalf of the other without the prior written approval of the party to be obligated.

5. The parties shall perform their obligations under this MOU in good faith. The obligations of each party shall be performed only to the extent that the obligations will not be unduly burdensome.

6. This MOU shall be effective as of the date set forth below and shall remain in effect for a period of one year from and after its date of execution. Upon expiration of such term, this MOU shall be automatically extended for a term of one (1) year if neither party provides a written notice of termination to the other party at least sixty (60) days prior to the expiration of this MOU. Notwithstanding the foregoing, either party may terminate this MOU at any time by written notice to the other, provided that any obligations, financial or otherwise, incurred prior to termination shall not be cancelled by such termination. If this MOU is terminated for any reason, the parties shall make prompt settlement of all outstanding financial obligations to each other.

7. This MOU may be amended, clarified or otherwise modified at any time by and only by written consent of all parties hereto.

8. This MOU may not be transferred or assigned without the written consent of both parties hereto. In addition, this MOU shall not be binding upon the parties and shall not create any obligations on the parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on this ___ day of _____, 2014.

Dongwoo Joseph Pak, Secretary General
OCKWMC

Doug Chaffee, Mayor
City of Fullerton

APPROVED AS TO FORM:

City Attorney