

PROPOSED

MEMORANDUM OF UNDERSTANDING BETWEEN CROCKETT COMMUNITY SERVICES DISTRICT AND THE CROCKETT CHAMBER OF COMMERCE

WHEREAS, the Crockett Community Services District (“Crockett CSD”) owns and maintains 28 decorative lights in the public right-of-way on Pomona Street and 2nd Avenue; and

WHEREAS, the Crockett Chamber of Commerce (“Chamber”) wishes to purchase, install, and maintain double-sided faux, hanging flower baskets (“the Project”) on four decorative lights on Pomona Street; and

WHEREAS, the Hercules Landscaping Company will install the brackets and flower baskets; and

WHEREAS, the Hercules Landscaping company will be the insurance holder for the lifetime of the Project; and

WHEREAS, the Project will improve the aesthetics of the commercial strip on two blocks on Pomona Street; and

WHEREAS, the Lighting and Landscape Commission has reviewed and approved the Project; and

WHEREAS, either Party can cancel the Project with a 30-day notice.

NOW, THEREFORE, the Crockett CSD and the Chamber (collectively “Parties”) hereby agree as follows:

- A. The Crockett Chamber of Commerce will pay to purchase, install, and maintain four double-sided faux, hanging flower baskets on Pomona Street.
- B. The Crockett Chamber of Commerce understands that the flower basket project will not be supervised by the CCSD.
- C. Hercules Landscaping Company will install and maintain the Project.
- D. Hercules Landscaping Company will be the holder of liability insurance and will add Crockett Community Services District as an additional insurer and will be required to submit proof of insurance annually.
- E. Following the construction of the Project, the Chamber shall pay the costs of regular maintenance and repairs necessary for public safety along Pomona Street and ensure that the baskets are always secure and well-kept.
- F. Notwithstanding the willingness of the Chamber to perform those duties listed in this MOU, to the extent the Chamber can no longer perform maintenance duties listed herein,

for the protection of public health and safety the Crockett CSD may assume those duties after giving the Chamber five (5) days' notice.

- G. Should the insurance terminate for any reason, the District may require immediate removal of the Project at the Chamber's expense.
- H. In the event that the Chamber should cease to exist as a responsible entity, the CCSD shall, at its sole discretion, retain the right to take ownership of the Project or remove it.
- I. The initial term of this MOU is two (2) years beginning on _____, after which this MOU will automatically renew for successive one (1) year terms unless either party gives notice to the other within thirty (30) days of the end of the initial term or the end of any subsequent renewal period.

Crockett Community Service District:

Crockett Chamber of Commerce:

Nicholas Spinner, President

Norma Black, President

Date

Date