



City of Huntington Beach

INTER-DEPARTMENT COMMUNICATION

TO: Honorable Mayor and City Councilmembers

FROM: Scott M. Haberle, Fire Chief

DATE: May 6, 2024

SUBJECT: SUPPLEMENTAL COMMUNICATION FOR CONSENT ITEM NO. 17 –
APPROVE AND AUTHORIZE AN AGREEMENT WITH HUNTINGTON
SURF AND SPORT FOR JUNIOR LIFEGUARD PROGRAM CLOTHING,
UNIFORMS AND MERCHANDISE

Page 4 of the Huntington Surf and Sport agreement requires correction. Section 8 – GENERAL LIABILITY INSURANCE references liability and blanket contract liability of \$1 per occurrence, which should be \$1,000,000 per occurrence. This figure was inadvertently transposed and has since been corrected (see revised page 4, attached).

If approved, the minutes for Consent Item No. 17 will indicate that the item was approved as amended by supplemental communication.

Att: Revised Page 4 of agreement with Huntington Surf and Sport

c: City Clerk

**SUPPLEMENTAL
COMMUNICATION**

Meeting Date: 5/7/2024

Agenda Item No.: 17 (24-325)

has no compensated employees working, HSS may complete and return a "non-employer status" form to be used in lieu of a workers' compensation insurance certificate.

8. GENERAL LIABILITY INSURANCE

HSS shall obtain and furnish to CITY a policy of general public liability insurance, including motor vehicle coverage. Said policy shall indemnify HSS, its officers, agents and employees, while acting within the scope of their duties, against any and all claims arising out of or in connection with this Agreement, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of \$1,000,000 per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000. Said policy shall name CITY, its officers, agents and employees as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to this Agreement shall be deemed excess coverage and that HSS's insurance shall be primary.

9. CERTIFICATES OF INSURANCE

Prior to commencing performance of the work hereunder, HSS shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement, said certificates shall provide the name and policy number of each carrier and policy, and shall state that the policy is currently in force and shall promise to provide that such policies will not be canceled or modified without thirty (30) days prior written notice to CITY.

HSS shall maintain the foregoing insurance coverages in force until the work under this Agreement is fully completed and accepted by CITY. The requirement for carrying the foregoing insurance coverages shall not derogate from the provisions for indemnification of CITY by HSS under this Agreement. CITY or its representative at all times have the right to demand the original or a copy of all said policies of insurance. HSS shall pay, in a prompt and timely manner, the premiums on all forms of insurance hereinabove required.

10. INDEPENDENT CONTRACTOR

HSS is, and shall be, acting at all times in the performance of this Agreement as an independent contractor. HSS shall secure at its expense, and be responsible for any and all payments of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for HSS and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

11. CITY EMPLOYEES AND OFFICIALS

HSS shall employ neither CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code Section 1090 et seq.