



APPROVED 7-0

2000 Main Street,  
Huntington Beach, CA  
92648

## City of Huntington Beach

File #: 22-217

MEETING DATE: 5/17/2022

### REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** Honorable Mayor and City Council Members

**SUBMITTED BY:** Sean Joyce, Interim City Manager

**VIA:** Chris Slama, Director of Community & Library Services

**PREPARED BY:** Ashley Wysocki, Deputy Director of Community & Library Services

**Subject:**

**Approve and authorize execution of a Memorandum of Understanding (MOU) between the City of Huntington Beach and the Huntington Beach Central Park Conservancy, Inc. (HBCPC)**

**Statement of Issue:**

City staff, together with the Huntington Beach Central Park Conservancy, Inc. (HBCPC), have been working to enhance and preserve Huntington Central Park (HCP) as a vital urban green space and as a cultural and recreational resource that enhances the quality of life for residents and visitors of the City. There is a need to memorialize the relationship with HBCPC through a Memorandum of Understanding (MOU).

**Financial Impact:**

Not applicable. An account has been established within the City's Master Chart of Accounts for receipt of future monetary donations from the HBCPC.

**Recommended Action:**

Approve and authorize the Mayor and City Clerk to execute the "Memorandum of Understanding Between the City of Huntington Beach and the Huntington Beach Central Park Conservancy, Inc."

**Alternative Action(s):**

Do not approve the recommended action, and direct staff accordingly.

**Analysis:**

HCP is the largest park in Huntington Beach, covering over 350 acres. HCP offers a variety of amenities, activities and events year-round for all ages, and is a popular location for leisurely community uses such as picnics, biking, and passive enjoyment of green space.

The collaboration between the City and HBCPC has been created for the purpose of supporting advocacy, preservation, and enhancement of HCP. HBCPC has been instrumental in enabling the

establishment of an ongoing funding effort associated with a Park Ranger program specific to HCP. To date, HBCPC has raised \$70,000 to support the new HCP Park Ranger program. Thanks to HBCPC's efforts, the City has executed a contract with Lyons Security Service, Inc. (Lyons) to patrol all areas within HCP eight hours per day, seven days per week throughout the year. With an emphasis on fostering a welcoming environment at HCP, ranger services will enhance monitoring and oversight of the park to promote general safety and enjoyable visitations for the community. Since the Park Ranger program inception in April 2022, Lyons has completed a familiarization period, and the ranger's presence has been well received by the community. The Park Ranger will continue to build relationships with HCP visitors, serving as a liaison to help provide directions to various amenities, and ensure park goers are abiding by park rules. Based on daily reports, the most common contacts with the public include education regarding dogs off leash, use of tobacco and alcohol in parks and conducting general welfare checks.

Given HBCPC's ongoing support of the Park Ranger program and desire to contribute financially to future HCP programs and projects, staff and HBCPC wish to memorialize the HBCPC mission to improve the quality of open space for the enjoyment of our residents and visitors and to be a "Welcome Mat Promoting Outdoor Recreation." The proposed MOU has a five-year term with the option to renew for an additional five-year term. In general, the proposed MOU provides the HBCPC with access to City facilities for meetings and fundraising events, as well as donor and sponsorship recognition programs. HBCPC will be required to maintain a 501(c)3 non-profit status and will remain HCP's primary fundraising agent. The City Attorney has waived the City's standard insurance requirements given that the services contemplated in the MOU are limited to fundraising efforts of HBCPC. However, certain events coordinated by HBCPC on City property may subsequently require general liability insurance coverage on a case by case basis. Upon mutual agreement, HBCPC may conduct certain operations, fundraising and/or capital campaigns during the term of the MOU. HBCPC will be responsible for managing all of the funds raised as a result of their efforts, and upon mutual agreement, will donate funds to the City to support HCP programs, such as the Park Ranger program and a range of capital improvement projects. Additionally, HBCPC will provide volunteer support and community outreach to cultivate advocacy and partnerships for HCP.

The City will maintain complete authority to make all decisions regarding HCP operations and projects, including but not limited to maintenance, repair, programming, infrastructure equipment and signage.

**Environmental Status:**

Not applicable.

**Strategic Plan Goal:**

Community Engagement

**Attachment(s):**

- 1) Memorandum of Understanding between the City of Huntington Beach and Huntington Beach Central Park Conservancy, Inc.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF HUNTINGTON BEACH AND THE HUNTINGTON BEACH  
CENTRAL PARK CONSERVANCY, INC.**

This Memorandum of Understanding ("MOU"), dated this 17<sup>th</sup> day of ~~April~~<sup>May</sup>, 2022, is between the City of Huntington Beach ("City") and the Huntington Beach Central Park Conservancy, Inc. ("HBCPC") (collectively, "the Parties").

WHEREAS, HBCPC is a charitable non-profit organization dedicated to enhancing and preserving Huntington Beach Central Park (the "Park") as a vital urban green space and as a cultural and recreational resource that enhances the quality of life for residents and guests of the City; and

WHEREAS, in part, HBCPC wishes to provide a donation to support a Huntington Beach Central Park, Park Ranger Program; and

WHEREAS, part of HBCPC's mission is to improve the quality of open space in the City of Huntington Beach for the enjoyment of its residents and guests and to be a "Welcome Mat Promoting Outdoor Recreation;" and

WHEREAS, the City and HBCPC have created a cooperative and collaborative relationship to help preserve, restore, develop, enhance, rehabilitate, operate and maintain Huntington Central Park; and

WHEREAS, the City and HBCPC wish to enter into this MOU to more formally recount the partnership and obligations of the parties with regard to Huntington Beach Central Park; and

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

**SECTION 1. TERM**

This MOU will become effective on the date it is approved by City Council and shall terminate five (5) years thereafter, unless terminated as provided herein, and except with respect to any obligations hereunder which are to be performed thereafter. Upon mutual written consent of the parties, this MOU Agreement may be extended for additional five (5) year terms. This MOU may be terminated by either party with or without cause upon sixty (60) day written notice.

**SECTION 2. OBLIGATIONS OF CITY**

1. The City has complete authority to make all decisions regarding the Park operations, or Park Projects including but not limited to maintenance, repair, programing, infrastructure, landscaping, amenities, utilities, and equipment, including signage. The City's authority over the Park extends to projects funded by HBCPC. At its sole discretion, the City will work with HBCPC with regard to Park operations or projects funded by HBCPC.

2. Maintain a separate account to receive donations made by HBCPC for use to support the Park programs such as Park Rangers.
3. Provide a non-voting staff liaison to the HBCPC, to be present at regularly scheduled, agendaized HBCPC meetings.
4. At the City's sole discretion, provide staff assistance and logistical support, for HBCPC fundraising programs.
5. The City will provide meeting rooms and park space (as available) for HBCPC use without charge, for HBCPC purposes only, and subject to the City's calendar of activities and approval.

### **SECTION 3. OBLIGATIONS OF HBCPC**

1. Maintain status as a 501(c) 3 Charitable Organization and accept public and private donations and grants intended for the Park.
2. HBCPC may conduct certain fundraising activities or campaigns, capital or otherwise to raise money to support the Park. Upon mutual agreement of both parties, donations to HBCPC will be given/donated to the City and placed in a separate account for use to support the Park programs, such as the park ranger program, and capital improvement projects.
3. Manage and oversee all monies raised and funds received through the HBCPC's 501(c)3 charitable organization status, including but not limited to, sales, proceeds, donations, grants, auxiliary memberships and/or gifts.
4. Provide volunteer support and community outreach for the Park.
5. Cultivate partnerships and collaboration with the community in support of the Park, through other likeminded groups or organizations.
6. HBCPC may operate donor and sponsor recognition programs in the Park in an effort to encourage donors and sponsors for the Park's continued care, maintenance, operation and programming. Such efforts include donor recognition in connection with capital improvements. The method of donor recognition and recognition levels are upon mutual agreement of City and HBCPC.

### **SECTION 4. ACCESS TO CITY MARKS AND LOGOS**

HBCPC shall have the right to use the official Huntington Beach City logo, surfboard logo, and CITY's "Surf City Huntington Beach" trademark with the prior written approval of CITY'S Director of Community and Library Services. The surfboard logo is not the property of CITY. HBCPC will use neither logo for commercial purposes.

### **SECTION 5. HOLD HARMLESS**

HBCPC and CITY shall protect, defend, indemnify and hold harmless each other, their officers, officials, employees, and agents from and against any and all liability, loss,

damage, expenses, costs (including without limitation, costs and fees of litigation of every nature) arising out of or in connection with performance of this MOU or its failure to comply with any of their obligations contained in this MOU except such loss or damage which was caused by the sole negligence or willful misconduct of the other.

#### **SECTION 6. ASSIGNING AS BREACH**

Neither party shall encumber, assign, or otherwise transfer this MOU, or any right or interest in this MOU, without the express written consent of the other party. A consent by party to one assignment or transfer to another person shall not be deemed to be a consent to any subsequent assignment or transfer to another person. Any encumbrance, assignment or transfer, without the prior written consent of the other party, whether it is voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the other party, terminate this MOU.

#### **SECTION 7. CONFLICT OF INTEREST**

HBCPC shall employ no CITY official or any regular CITY employee in the work performed pursuant to this MOU. No officer or employee of CITY shall have any financial interest in this MOU in violation of the applicable provisions of the California Government Code.

#### **SECTION 8. PHOTOGRAPHY**

CITY may grant permits to persons engaged in the production of still and motion pictures, television programs, advertising and related activities, to take photographs and/or motion pictures of HBCPC activities. However, consistent with good safety practices, CITY will endeavor to give 24-hour advance notification of such activities to HBCPC. In addition, if CITY receives compensation from such persons for such production, CITY will grant 50% of such compensation to HBCPC for support of HBCPC's activities as set forth under this MOU.

#### **SECTION 9. NONDISCLOSURES/PRESS RELEASES**

HBCPC shall consult with CITY prior to issuing any press releases or otherwise making any public statements with respect to this MOU, the transactions contemplated herein, or matters arising here from.

#### **SECTION 10. WAIVER OF BREACH**

The waiver by either HBCPC or CITY of any breach by HBCPC or City of any of the provisions of this MOU, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such breach or a waiver of any subsequent breach by the other party, either of the same or another provision of this MOU.

#### **SECTION 14. NOTICE**

Any written notice, given under the terms of this MOU, shall be either delivered personally or mailed, certified mail, postage prepaid, addressed to the party concerned, as follows:

CITY  Director of Community and Library Services City of Huntington Beach 2000 Main Street, P.O. Box 190 Huntington Beach, CA 92648 Phone: (714)536-5291	Huntington Beach Central Park Conservancy, Inc.  Attn: HBCPC President 708 Main Street Huntington Beach, CA 92648
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If a party desires to change the address for notices set forth herein, said party shall provide 30 days advance written notice to the other party of any such change.

#### **SECTION 11. ATTORNEY'S FEES**

In the event suit is brought by either party to enforce the terms and provisions of this MOU or to secure the performance hereof, each party shall bear its own attorney's fees. The prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

#### **SECTION 12. SECTION TITLES**

The section titles in this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of this MOU or in any way affect this MOU.

#### **SECTION 13. MODIFICATIONS IN WRITING**

This MOU contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any other agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by CITY and HBCPC, or their successors in interest.

#### **SECTION 14. PARTIAL INVALIDITY**

Should any provision of this MOU be held by court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this MOU shall remain in full force and their effect unimpaired by the holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

#### **SECTION 15. MOU IN COUNTERPARTS**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

#### **SECTION 16. ENTIRETY**

The foregoing sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their authorized officers the day, month and year first above written.

CENTRAL PARK CONSERVANCY,  
INC.

CITY OF HUNTINGTON BEACH, a  
Municipal corporation of the State of  
California

By: \_\_\_\_\_

*Cathy Green*  
CATHY GREEN  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *ML*

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Community & Library  
Services

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**COUNTERPART**



IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their authorized officers the day, month and year first above written.

CENTRAL PARK CONSERVANCY,  
INC.

CITY OF HUNTINGTON BEACH, a  
Municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

Robin Estanislau  
City Clerk *6/7/22*

*Barbara Delglia*  
Mayor

APPROVED AS TO FORM:

*[Signature]*  
City Attorney *Me*

INITIATED AND APPROVED:

*[Signature]*  
Director of Community & Library  
Services

REVIEWED AND APPROVED:

*[Signature]*  
City Manager

COUNTERPART





# City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ [www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

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**Office of the City Clerk**  
Robin Estanislau, City Clerk

June 6, 2022

Huntington Beach Central Park Conservancy, Inc.  
Attn: HBCPC President  
708 Main Street  
Huntington Beach, CA 92648

Dear Mr./Ms. President:

Enclosed is a fully executed copy of the *Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Central Park Conservancy, Inc.* approved by City Council on May 17, 2022.

Sincerely,

Robin Estanislau, CMC  
City Clerk

RE:ds  
Enclosure