

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered, as of \_\_\_\_\_ 2024, by and between HUNTINGTON BEACH POLICE OFFICERS' FOUNDATION ("HBPOF"), a California nonprofit corporation and the CITY OF HUNTINGTON BEACH, a municipal corporation ("City").

RECITALS

WHEREAS, HBPOF was incorporated for the purpose of assisting and promoting public safety in the City;

WHEREAS, public safety in the City can be expanded with the assistance of private individuals and organizations;

WHEREAS, City and HBPOF desire to memorialize the terms and conditions whereby HBPOF proposes to provide minimal or limited resources to enhance the City's public safety services; and

WHEREAS, HBPOF is a duly incorporated California nonprofit corporation authorized by law to provide the services contemplated by this MOU.

NOW, THEREFORE, in consideration of the mutual terms and conditions in the MOU, City and HBPOF do hereby agree to the following:

1. TERM.

The term of this MOU shall commence on \_\_\_\_\_ 2024 (the "Commencement Date") and shall remain in effect unless and until terminated pursuant to the applicable terms hereof. This MOU shall automatically terminate five (5) years from the Commencement Date, unless extended sooner or terminated as provided herein.

2. HBPOF'S RESPONSIBILITIES.

HBPOF shall solicit, receive, distribute and administer funds, donations or resources and grants of materials, services and funds, or assist in such efforts as directed by the City and with the prior approval of the HBPOF Board of Directors and the Police Chief.

HBPOF will not solicit, receive, accept, or distribute any donations or grants in the name of the City and/or the Police Department, including utilizing official City or Departmental logos or images.

3. CITY'S RESPONSIBILITIES.

- A. City at its sole discretion will provide limited City staff support to assist HBPOF in administering programs, including the temporary and occasional use of City office space, materials, equipment, postage and mail handling services. Use of City resources is on a limited basis and only to the extent that the resources are available. The Police Chief shall determine the level of City resources to be allocated/utilized to the HBPOF.
- B. City shall have no duty or obligation of any kind to HBPOF, to HBPOF's employees, officers, agents, vendors or subcontractors, to provide compensation or funds resulting from or arising out of this MOU.

4. CONFLICT OF INTEREST.

HBPOF and its agents and employees shall comply with all applicable Federal, State, and City laws and regulations governing conflict of interest. HBPOF will make available to its agents and employees copies of all applicable Federal, State, and City laws and regulations governing financial disclosure and conflict of interest. HBPOF does not and will not perform services for any other entity which would create a conflict, whether monetary or otherwise.

5. RECORDS AND AUDIT.

- A. HBPOF shall keep in accordance with generally accepted accounting principles a full and complete record of all transactions in books of account and/or other records.
- B. City shall have the right at all reasonable times during the term of this MOU and for a period of five (5) years after termination or expiration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of HBPOF relating to the funds generated or transferred pursuant to this MOU. HBPOF shall make such books and records available for inspection by the City during regular business hours and HBPOF shall cooperate fully with the City and its representatives in any audit.

6. TERMINATION.

The City or HBPOF may terminate this MOU for any reason upon thirty (30) days' written notice. All operations under this MOU shall cease on and after the thirtieth (30th) day following written notice of termination, and City's obligations under this MOU shall cease on that date.

In the event that the City determines that the policies or programs of HBPOF conflict with the purposes of this MOU, City may immediately terminate this MOU, and HBPOF shall be entitled to no further services from City.

7. PROGRAM ADMINISTRATION.

This MOU will be administered by the HBPOF Board of Directors and the Police Chief. HBPOF shall provide a representative to be available to City for consultation and assistance during the term of this MOU.

8. ASSIGNMENT.

This MOU, or any provision hereof any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

9. NONDISCRIMINATION AND CIVIL RIGHTS COMPLIANCE,

- A. HBPOF hereby certifies and agrees that it will comply with the Title VI of the Civil Rights Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, Part 17 of the Code of Federal Regulations, Subparts A and B, to the end that no persons shall, on the ground of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap, be subjected to discrimination under the privileges and use granted by this MOU or under any project, program or activity supported by this MOU.
- B. HBPOF certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal

Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

- C. HBPOF certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, sexual orientation, age or handicap.
- D. All employment records shall be open for inspection at any reasonable time during the term of this MOU for the purpose of verifying the practice of nondiscrimination by HBPOF in the areas heretofore described.
- E. If City finds that any of the above provisions have been violated, the same shall constitute a material breach of this MOU and the City may immediately terminate or suspend this MOU.

10. POLITICAL ACTIVITIES.

Nothing contemplated in this MOU shall be for the purpose of promoting any political activities.

11. COMPLIANCE WITH LAWS.

HBPOF and City agree to be bound by all applicable Federal, State and City laws, ordinance, and directives insofar as they pertain to the performance of this MOU.

12. GOVERNING LAW.

This MOU shall be construed in accordance with the governed by laws of the State of California.

13. SEVERABILITY,

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision.

14. NOTICE.

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

All notices to City shall be sent addressed to the following:

Chief of Police  
Huntington Beach Police Department  
2000 Main ST., PO Box 70  
Huntington Beach, California 92648

All notices to HBPOF shall be sent addressed to the following:

President of the Board  
P.O. Box 896  
Huntington Beach, California 92648

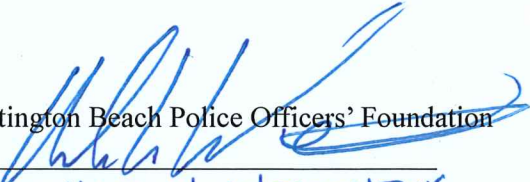
15. MISCELLANEOUS.

- A. This MOU shall not be amended nor any provision or default waived except in writing signed by the parties.
- B. This MOU constitutes the entire understanding between parties and supersedes all other MOUs, oral or written, with respect to the subject matter herein.
- C. This MOU is not intended to and shall not be construed to create a principal agent relationship between the City and HBPOF and HBPOF shall not hold itself out as an agent of the City or its Police Department. This MOU is not intended to and shall not be construed to create a partnership, joint venture or any other relationship between the parties.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, HBPOF hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.


\_\_\_\_\_, 2024

Huntington Beach Police Officers' Foundation  
By:   
Name: MARK W. WERSCHING  
Title: President

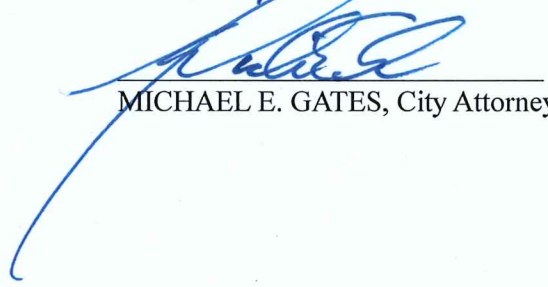
\_\_\_\_\_, 2024

Huntington Beach Police Officers' Foundation  
By:   
Name: DAVID BUNETTA  
Title: Chief Financial Officer

\_\_\_\_\_, 2024

"City"  
City of Huntington Beach, a Municipal Corporation  
By:   
Name: ERIC G. TARR  
Title: Police Chief

This MOU is approved as to form on  
8/20/24, 2024.

  
MICHAEL E. GATES, City Attorney NP