

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
HUNTINGTON BEACH AND THE HUNTINGTON BEACH COUNCIL ON AGING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on _____, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (hereinafter referred to as “CITY”), and THE HUNTINGTON BEACH COUNCIL ON AGING, a California corporation (hereinafter referred to as “HBCOA”).

WHEREAS, the CITY of Huntington Beach City Council (hereinafter referred to as “CITY COUNCIL”), at their September 17, 1973 meeting, voted unanimously to “sanction and officially recognize” the HBCOA, so as to implement programs to benefit the community’s senior citizens; and On November 5, 1973, CITY COUNCIL voted to adopt the HBCOA bylaws and to appoint a council delegate to the organization;

and CITY is committed to the HBCOA Mission, “The Huntington Beach Council on Aging will create awareness of the evolving needs of Huntington Beach seniors and respond with resources for innovative services and programs,” and shall provide staff through the Community and Library Services Department/Senior Center in Central Park to assist the HBCOA.

WHEREAS, the success of the Senior Center in Central Park has provided the HBCOA with greater visibility and access to a growing senior community in Huntington Beach, enhancing the opportunity for fundraising and ongoing fund development.

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained and intending to be legally bound, the parties covenant and 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, except with respect to any obligations hereunder which are to be performed thereafter. Upon mutual written consent of the parties, this Agreement may be extended for an additional five (5) year term.

SECTION 2. OBLIGATIONS OF CITY

The obligations of the CITY pursuant to this Agreement shall be as follows:

1. CITY shall provide the use of an office area in the Senior Center in Central Park for HBCOA to maintain its records and correspondence and conduct official HBCOA business and activities.
2. CITY shall, with approval of the Senior Center Supervisor, provide the HBCOA with use of conference/meeting rooms within the Senior Center in Central Park for holding support and committee meetings in which to conduct routine business for the HBCOA.
3. CITY shall, with approval of the Senior Center Supervisor, provide the HBCOA use of the building and outdoor spaces. CITY shall provide staff and/or volunteer support for HBCOA fundraising events, and other events promoting community engagement.
4. CITY shall process and submit to the HBCOA any donations made to the HBCOA in the Travel and Resource Room of the Center, including memberships and travel reservations.
5. The City will work in concert with the HBCOA to produce and distribute a monthly newsletter, the Outlook on Active Aging, advising CITY residents of Senior Center in Central Park and HBCOA events and opportunities. Copies of this newsletter shall be distributed to HBCOA members and delivered to select facilities in the City for distribution.
6. CITY shall provide supervisory staff support, based on staff availability, to work closely with the HBCOA Executive Board on broad issues, such as event planning, Board development and organizational structure of HBCOA.
7. Recognition of the HBCOA's contribution at a City Council meeting.

SECTION 3. OBLIGATIONS OF HBCOA

The obligations of the HBCOA pursuant to this Agreement shall be as follows:

1. HBCOA, as a 501(c)3 Charitable Organization, shall provide its services as an organization accepting public and private donations intended for CITY use in the furthering of senior activities within existing or future CITY programs, wherein the donor wishes to use the benefits of a charitable organization in lieu of a direct gift to the CITY. Upon mutual agreement

of both parties, donations received for specifically identified fundraising campaigns will be donated to the City and deposited into a donation account for use at City's discretion to support senior programs and services at the Senior Center in Central Park.

2. HBCOA shall, from time to time with board approval, provide financial support to CITY'S Community & Library Services Department for its senior programs, within the scope of the HBCOA Charter and as negotiated with CITY. This scope may include, but is not limited to payment of salaries or partial salaries for CITY personnel through direct gifts to the CITY and/or funds to recruit personnel through outside agencies. The City shall provide an annual report on these expenditures.

3. Personnel hired by the CITY, through the use of HBCOA donated funds, shall be the sole responsibility of the CITY. The HBCOA shall have no liability as to the actions of the CITY or its employees.

4. HBCOA shall act in concert with city, county, state, and federal agencies to help ensure the senior citizens of Huntington Beach are treated with respect and dignity and are provided the aid afforded by public agencies that provide services such as, but not limited to, congregate meals and transportation.

5. The HBCOA Board shall work in concert with CITY staff to produce and distribute a monthly newsletter, the Outlook on Active Aging, advising CITY residents of Senior Center in Central Park and HBCOA events and opportunities. Copies of this newsletter shall be distributed to HBCOA members and delivered to select facilities in the City for distribution.

6. HBCOA may collect and deposit certain donations for the Senior Transportation Program. These funds may be deposited into a CITY donation account on a periodic basis, or may be retained by the HBCOA to be used by CITY for senior transportation enhancements.

7. HBCOA shall collaborate with the Senior Center Volunteer Coordinator to provide volunteer support for HBCOA membership, correspondence, committees, events, and activities. Subject to HBCOA Board approval, the HBCOA shall provide financial support for the Senior Center in Central Park's volunteer program. The HBCOA will coordinate with the volunteer coordinator for fingerprinting and volunteer orientation of HBCOA Board of Director

members and HBCOA non-board committee members. The HBCOA will provide representation on the planning committee for the annual volunteer recognition event.

8. HBCOA Board of Director Members and HBCOA Non-Board Committee Members who have access to vulnerable populations through CITY Senior Services and/or HBCOA programs, including but not limited to community fundraisers and HBCOA sponsored events, must submit a set of fingerprints as required by California Education Code Section 10911.5 at their own expense and shall submit proof of fingerprinting to CITY. The California Department of Justice performs a criminal background check and HBCOA Board of Director Members and HBCOA Non-Board Committee Members must pass a background check and receive approval of the CITY'S Human Resources Department prior to having access to vulnerable populations.

SECTION 4. ACCESS TO CITY MARKS AND LOGOS

HBCOA 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. HBCOA will use neither logo for commercial purposes.

SECTION 5. HOLD HARMLESS

HBCOA 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. WORKERS' COMPENSATION INSURANCE

Pursuant to California Labor Code Section 1861, HBCOA acknowledges awareness of Section 3700 et seq. of said Code, which requires every employer to be insured against liability for workers' compensation; HBCOA covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

In the event HBCOA directly hires employees, HBCOA shall maintain workers' compensation insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000) bodily injury by accident, each occurrence, One Hundred Thousand Dollars (\$100,000) bodily injury by disease, each employee, Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury by disease, policy limit.

SECTION 7. GENERAL LIABILITY INSURANCE

In addition to the workers' compensation insurance (if needed) and HBCOA's covenant to indemnify CITY, HBCOA shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage. Said policy shall indemnify HBCOA, 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 agents, its officers, employees and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that HBCOA's insurance shall be primary.

Under no circumstances shall the above-mentioned insurance contain a self-insured retention, or a "deductible," or any other similar form of limitation on the required coverage.

SECTION 8. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED ENDORSEMENTS

Prior to commencement of this Agreement, HBCOA shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; these certificates shall:

- (a) provide the name and policy number of each carrier and policy;
- (b) state that the policy is currently in force; and

(c) promise to provide that such policies shall not be canceled or modified without thirty (30) days' prior written notice of CITY; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

HBCOA shall maintain the foregoing insurance coverage in force during the entire term of the Agreement or any renewals or extensions thereof or during any holdover period.

The requirement for carrying the foregoing insurance coverage shall not derogate from HBCOA's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representatives shall at all times have the right to demand the original or a copy of any or all the policies of insurance. HBCOA shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

SECTION 9. 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 10. TERMS BINDING ON SUCCESSORS

All the terms, covenants and conditions of this MOU shall inure to the benefit of and be binding upon the parties and then successors and assigns. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

SECTION 11. CONFLICT OF INTEREST

HBCOA 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 12. 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 HBCOA activities. However, consistent with good safety practices, CITY will endeavor to give 24-hour advance notification of such activities to HBCOA. In addition, if CITY receives compensation from such persons for such production, CITY will grant 50% of such compensation to HBCOA for support of HBCOA's activities as set forth under this MOU.

SECTION 13. NONDISCLOSURES/PRESS RELEASES

HBCOA 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 14. CUMULATIVE REMEDIES

The remedies given to the parties in this MOU shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this MOU.

SECTION 15. WAIVER OF BREACH

The waiver by either HBCOA or CITY of any breach by HBCOA 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 16. FORCE MAJEURE - UNAVOIDABLE DELAYS

Should the performance of any act required by this MOU to be performed by either CITY or HBCOA be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

SECTION 17. 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	Huntington Beach Council on Aging
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	Attn: HBCOA President 18041 Goldenwest Street Huntington Beach, CA 92648 (714) 374-1524

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 18. 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 19. CONTROLLING LAW AND VENUE

The rights and liabilities of the parties, and the interpretation and construction of this MOU, shall be determined in accordance with the laws of the State of California. Any controversy arising out of or under this MOU, if litigated, shall be adjudicated in a court of competent jurisdiction in Orange County, California.

SECTION 20. 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 21. TIME OF ESSENCE

Time is of the essence with respect to all provisions of this MOU in which a definite time for performance is specified including, but not limited to, the expiration of this MOU.

SECTION 22. SURVIVAL OF INDEMNITIES

Termination of this MOU shall not affect the right of either party to enforce any and all indemnities given or made by the other party under this MOU, nor shall it affect any provision of this MOU that expressly states that the provision shall survive termination thereof.

SECTION 23. NONLIABILITY OF CITY OFFICIAL, EMPLOYEES OR AGENTS

No elective or appointed CITY or CITY affiliated board, commission or member thereof, or officer, official, employee or agent of CITY shall be personally liable to HBCOA, its successors and assigns, of any default or breach by CITY under this MOU or for any amount which may become due to HBCOA, its successors and assigns, under this MOU or for any obligation of CITY under this MOU.

No member, officer, director, official, employee, volunteer or agent of HBCOA shall be personally liable to CITY, its successors and assigns, of any default or breach by HBCOA under this MOU or for any amount which may become due to CITY, its successors and assigns, under this MOU or for any obligation of HBCOA under this MOU.

SECTION 24. TERMINATION

This MOU may be terminated by either party with or without cause upon sixty (60) days' notice in writing.

SECTION 25. 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 HBCOA, or their successors in interest.

SECTION 26. 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 27. 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 28. NO TITLE INTEREST

No title interest of any kind is hereby given and HBCOA shall never assert any claim or title to the Senior Center in Central Park or any other public property. Use of the Senior Center in Central Park by HBCOA is non-exclusive, and the Senior Center in Central Park shall at all times during its operating hours remain open for use by the public.

SECTION 29. 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,

HUNTINGTON BEACH COUNCIL ON AGING, California Corporation

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

By: DKilley

Mayor

Debbie Killey

Print Name

HBCOA President 2021

Title

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

City Manager

Director of Community and Library Services

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HUNTINGTON BEACH COUNCIL ON AGING, California Corporation

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

By:

Mayor

Print Name

Title

ATTEST:

APPROVED AS TO FORM:

City Clerk


City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

City Manager


Director of Community and Library Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203 License#: 0726293 HUNTBEA-05	CONTACT NAME: Danielle Donohue PHONE (A/C, No, Ext): 818-539-8605 FAX (A/C, No): 818-539-8705 E-MAIL ADDRESS: Danielle_Donohue@ajg.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of CA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 772547724** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2021-15779	9/29/2021	9/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2021-15779	9/29/2021	9/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM
 By:
 MICHAEL E. GATES
 CITY ATTORNEY
 CITY OF HUNTINGTON BEACH

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845
City Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are named additional insured on General Liability and Auto Liability with respect to the operations of the named insured. Such insurance is Primary and Non-Contributory. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Endorsement to Follow.

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Huntington Beach Its Officers, Elected or Appointed Officials, Employees, Agents And Volunteers	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

APPROVED AS TO FORM

By: MICHAEL E. GATES
 CITY ATTORNEY
 CITY OF HUNTINGTON BEACH

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Huntington Beach Its Officers, Elected or Appointed Officials, Employees, Agents And Volunteers	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY OF HUNTINGTON BEACH

2000 Main Street, Huntington Beach, CA 92648-2702

Declaration of Non-Employer Status

The State of California requires every enterprise or business to provide workers compensation insurance coverage. If you have no employees, you may make a declaration to that effect by completing and signing this form and returning to:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648-2702

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Company / Organization: Huntington Beach Council on Aging
Address: 18041 Goldenwest St., Huntington Beach, CA 92648

Applicant [please print]: Beatrice Wiest
Title, if any: Assistant Administrative Secretary

Applicant's Signature: *Beatrice Wiest*
Date Signed: 09/27/21

Telephone Number: (714) 374-1524

ATTACHMENT #7