

**MEMORANDUM OF UNDERSTANDING  
AND LICENSE TO USE CERTAIN SPACE  
BETWEEN THE CITY OF HUNTINGTON BEACH  
AND HOAG MEMORIAL HOSPITAL PRESBYTERIAN**

THIS MEMORANDUM OF UNDERSTANDING AND LICENSE TO USE CERTAIN SPACE (this “MOU”) is made and entered into on July 1, 2026, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (hereinafter referred to as “City”), and HOAG Memorial Hospital Presbyterian, a California corporation (hereinafter referred to as “HOAG”). The City and HOAG are sometimes each referred to herein as a ‘Party’ and collectively, as the “Parties.”

WHEREAS, beginning in 1999, the City entered into various affiliations with HOAG, with the goal of providing life enhancing programs and services to seniors who reside in the City or who otherwise receive services from the City; and

WHEREAS, HOAG began serving the Citizens of Huntington Beach as a member of the HBCOA Board of Directors in 2004, to enhance quality of life for Huntington Beach Seniors;

WHEREAS, HOAG made a significant impact on the community with a 3.775 million dollar donation towards the opening of the Senior Center in Central Park in 2016; and

WHEREAS, HOAG wishes to renew an agreement with City to maintain their level of support to the Huntington Beach Community; and

WHEREAS, HOAG has licensed the area of the Senior Center as the HOAG Health and Wellness Pavilion since 2016 and wishes to continue this support,

NOW, THEREFORE, HOAG and the City of Huntington Beach agree as follows:

## SECTION 1. TERM & TERMINATION

This MOU will become effective on the date it is approved by the City Council and shall be for a term of five (5) years. Either party may terminate this Memorandum of Understanding, with or without cause, by providing 120 days written notice.

## SECTION 2. OBLIGATIONS OF CITY

The City will make available to HOAG, a fitness suite and other areas as described below and on Exhibit A, attached hereto and incorporated herein by this reference (“Licensed Areas”). Subject to the terms of this MOU, the City hereby licenses to HOAG, and HOAG hereby accepts the license from the City, the Licensed Areas. In addition to HOAG’s right to use and occupy the Licensed Areas as provided by the MOU, HOAG shall also have non-exclusive rights to all areas and facilities outside the Licensed Areas open to public use.

The City agrees to provide all maintenance, janitorial services, heating, ventilation, air conditioning, reasonable amounts of electricity and other utilities for HOAG’s intended uses, water for reasonable and normal drinking and lavatory use in connection with HOAG’s intended uses for the Licensed Areas.

During the term of the MOU, the City will provide staff to assist in the development and maintenance of a comprehensive contracted array of exercise, fitness and wellness offerings.

The City will work with HOAG to develop an “Annual Program Plan” that supports HOAG’s strategic objectives, including the exclusive right to provide clinical services, and to provide and distribute clinical information and related HOAG services at the Licensed Areas. The Parties will also work together to develop and adopt a sustainability plan that will support these programs for the long term.

The City shall provide prominent signage indicating the 'HOAG Health and Wellness Pavilion' entry area and signage in the fitness center. HOAG shall approve this signage.

The City acknowledges and agrees that it will use the Funding exclusively for the purposes set forth in this MOU and that the City may not use any portion of the Funding for any other use without the prior written approval of HOAG, in particular, the Funding and services provided by HOAG shall be used in furtherance of charitable purposes within the meaning of 501(c)(3) of the Internal Revenue Code, as amended in and response to a community need. In particular, the City, agrees to repay any portion of the Funding which is not used for the purposes set forth in this MOU and accordance with the terms of this MOU.

The City agrees to provide annual or more frequently, if requested by HOAG, written reports to HOAG accounting for the expenditure of the Funding and the progress made to accomplishing the purposes set forth in this MOU, including demonstration that such Funding is being used for charitable purposes in accordance with the provisions of 501(c)(3) of the Internal Revenue Code, as amended and in furtherance of a community need. Further, the City agrees that the HOAG's representatives shall have the right to inspect and make copies of all other applicable records relating to the City's use of the Funding, upon written request and during normal business hours.

### SECTION 3. OBLIGATIONS OF HOAG

HOAG shall provide City with the following:

1. Annual Donation of \$100,000.00 to the City of Huntington Beach for sponsorship of the HOAG Health and Wellness Pavilion for five consecutive years.
2. Annual meeting with Senior Services Staff to determine program schedule.



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

HOAG 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 before using any of these logos or trademark, which approval shall be at the sole discretion of the Director. Note: The surfboard logo is not the property of the City. Neither logo will be used by HOAG for commercial purposes.

#### SECTION 5. HOLD HARMLESS

"Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its officers, officials, employees, and agents (the "Indemnified Party") from and against any and all liability, loss, damage, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs of litigation) to the extent arising out of or related to the Indemnifying Party's performance of this MOU or its failure to comply with its obligations under this MOU, including the negligence or willful misconduct of the Indemnifying Party or its officers, officials, employees, agents, or subcontractors. The Indemnifying Party shall have the right to control the defense and settlement of any such claim, provided that (i) the Indemnified Party promptly notifies the Indemnifying Party of the claim, (ii) the Indemnified Party reasonably cooperates in the defense at the Indemnifying Party's expense, and (iii) the Indemnifying Party shall not settle any claim in a manner that imposes liability, admission of fault, or other obligation on the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, each party's indemnification obligations shall not apply to the extent such liability, loss, or damage is caused by the negligence or willful misconduct of the Indemnified Party. Each party shall require its subcontractors to waive subrogation rights against the other party to the same extent required herein."

## SECTION 6. GENERAL LIABILITY INSURANCE

In addition to the workers' compensation insurance and HOAG covenant to indemnify City, HOAG shall obtain and furnish to City, a policy of general public liability insurance. Said policy shall indemnify HOAG, 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 Insured, and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that Foundation'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 7. 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 a 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 be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the other party, terminate this MOU.

#### SECTION 8. 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 their 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 9. CONFLICT OF INTEREST

A Party shall not employ an official, director, or officer or employee of the other Party in the work performed pursuant to this MOU. No officer, director or employee of a Party shall have any financial interest in this MOU in violation of the applicable provisions of the *California Government Code* or HOAG's conflict of interest policy.

#### SECTION 10. 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 Senior Center activities. However, consistent with good safety practices, City will endeavor to give 24-hour advance notification of such activities to HOAG.

#### SECTION 11. NONDISCLOSURES/PRESS RELEASES

HOAG 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 herefrom.

#### SECTION 12. 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 13. WAIVER OF BREACH

The waiver by City of any breach by HOAG 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 HOAG either of the same or another provision of this MOU.

### SECTION 14. FORCE MAJEURE - UNAVOIDABLE DELAYS

Should the performance of any act required by this MOU to be performed by either City or HOAG 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 15. 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                                                                                                                                                          | HOAG                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Director of Community & Library Services<br>City of Huntington Beach<br>2000 Main Street, P.O. Box 190<br>Huntington Beach, CA 92648<br>Phone: (714) 536-5291 | Director Franchise Marketing & Communications<br>HOAG Memorial Hospital Presbyterian<br>510 Superior Avenue, Suite 290<br>Newport Beach, CA 92663<br>direct 949/764-8452   fax 949/764-5820 |

If a party desires to change the address for notices set forth herein, said party will provide 30 days advance written notice to the other party of any such change.

#### SECTION 16. ATTORNEYS' 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 17. 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 18. 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 19. 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 20. SURVIVAL OF INDEMNITIES

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



SECTION 21. NONLIABILITY OF CITY OFFICIALS, 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 HOAG, its successors and assigns, of any default or breach by City under this MOU or for any amount which may become due to HOAG, its successors and assigns, under this MOU or for any obligation of City under this MOU.

SECTION 22. MOU 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 HOAG, or their successors in interest.

SECTION 23. PARTIAL INVALIDITY

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

SECTION 24. NO TITLE INTEREST

No title interest of any kind is hereby given and HOAG shall never assert any claim or title to Senior Center in Central Park or any other public property. Any use of Senior Center in Central Park by HOAG is non-exclusive.

REST OF PAGE NOT USED

SECTION 25. 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.

HOAG MEMORIAL HOSPITAL  
PRESBYTERIAN, a nonprofit public benefit  
corporation:

By: 

Robert Braithwaite

print name

ITS: (circle one) Chairman/President/Vice President

By: 

Andrew Guarni

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary – Treasurer

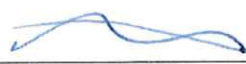
CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of California

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
City Attorney

REVIEWED AND APPROVED:

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

INITIATED AND APPROVED:

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

SECTION 25. 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.

HOAG MEMORIAL HOSPITAL  
PRESBYTERIAN, a nonprofit public benefit  
corporation:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
print name  
ITS: (circle one) Chairman/President/Vice President

ATTEST:

**AND**

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

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

\_\_\_\_\_  
print name  
ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary – Treasurer

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

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



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



## EXHIBIT A

### LICENSED AREAS

The area licensed hereunder are described as a portion of the HOAG Health and Wellness Pavilion, located in the Senior Center in Central Park.

a. One 100 sq. ft. office within the Pavilion which will be available for HOAG or an affiliate to provide direct care to patients. Office will be used to provide for a variety of clinical services from preventative care and education to health services.

b. The City will operate space within the fitness area for City contracted classes, including dance, exercise and strength training for groups or individuals. HOAG may also use this space to provide its own classes not in conflict with the City's classes. The Consultation spaces for personal training or the development of individualized fitness plans will be available for contracted trainers and HOAG service providers or affiliates of HOAG. Further, during the Term, the City will provide HOAG with the first refusal to provide any other health, fitness or wellness services that are not in conflict with City contracted classes.

c. If available, the City will make available to educators and physicians of HOAG and HOAG's affiliates, spaces within the Center equipped with audio and visual technology to enable state-of-the-art teaching to improve health and wellbeing for large and small groups.

d. The City acknowledges and agrees that in the provision of health care services that employees or agents of HOAG Medical Group or another affiliate of HOAG will provide such medical services, as may be required under applicable law, and that when such services are being provided, HOAG or its affiliates shall have exclusive use of the applicable portion of the Licensed Areas.