

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF HUNTINGTON BEACH  
AND ORANGE COAST MEMORIAL MEDICAL CENTER

THIS MEMORANDUM OF UNDERSTANDING ("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 Orange Coast Memorial Medical Center (hereinafter referred to as "OCMMC.")

WHEREAS, OCMMC 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; and

WHEREAS, City and OCMMC are committed to the provision of services to frail, homebound seniors through the city's Senior Services Care Management Program; and

WHEREAS, OCMMC wishes to continue their commitment to the citizens of Huntington Beach by enhancing programs and services offered to meet the needs of the community; and

WHEREAS, OCMMC wishes to enter into an agreement with the City to advance their level of support to the Huntington Beach Community,

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

SECTION 1. TERM

This MOU will become effective on the date it is approved by the City Council of the City and shall be for a term of five (5) years. 120 days written notice must be given of either party's intent to terminate.

SECTION 2. OBLIGATIONS OF CITY

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

- Signage outside the Senior Services Care Management area noting OCMMC as a sponsor of Senior Services Care Management.
- Social Services Care Management staff shall provide OCMMC's Community Benefit staff with a quarterly report of activities and outcomes data, including but not limited to, number of persons served, services provided, client survey data and other outcomes.
- Monthly recognition of OCMMC in Outlook on Active Aging as a sponsor of Senior Services Care Management.
- Monthly recognition of OCMMC in Outlook on Active Aging newsletter as "Lifetime" plaque sponsor.
- Acknowledgement at City Council meeting via a Council Commendation to OCMMC for their commitment to Senior Services Care Management.
- OCMMC will have, at minimum, quarterly opportunities to provide free wellness and enrichment programs at the Senior Center in Central Park.

### SECTION 3. OBLIGATIONS OF OCMMC

OCMMC shall provide City with the following:

- Annual Donation of \$25,000.00 to the City of Huntington Beach for Care Management for five (5) consecutive years.
- Annual meeting with Senior Services Staff to determine program schedule.

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

OCMMC 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, or his or her designee, before using any of

these logos or the trademark. Note: The surfboard logo is not the property of the City. Neither logo will be used by OCMMC for commercial purposes.

SECTION 5. HOLD HARMLESS

OCMMC shall protect, defend, indemnify, and hold harmless City, its 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 its obligations contained in this MOU except such loss or damage which was caused by the sole negligence or willful misconduct of City and shall similarly require all subcontractors to waive subrogation.

SECTION 6. GENERAL LIABILITY INSURANCE

In addition to the workers' compensation insurance and OCMMC covenant to indemnify City, OCMMC shall obtain and furnish to City, a policy of general public liability insurance. Said policy shall indemnify OCMMC, 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 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

OCMMC shall employ no City official nor 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 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 OCMMC.

SECTION 11. NONDISCLOSURES/PRESS RELEASES

OCMMC 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 OCMMC 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 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 OCMMC 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:

To City:  
Director of Community and Library Services  
City of Huntington Beach  
2000 Main Street, P.O. Box 190 Huntington  
Beach, CA 92648  
(714) 536-5291

To OCCMMC:  
Orange Coast Memorial Medical Center  
18111 Brookhurst Street  
Fountain Valley, CA 92708  
(714) 378-7000

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 attorneys' fees. The prevailing party shall not be entitled to recover its attorneys' 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 OCMMC 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 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 OCMMC, its successors and assigns, of any default or breach by City under this MOU or for any amount which may become due to OCMMC, 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 OCMMC, 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 OCMMC 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 OCMMC is non-exclusive.

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.

ORANGE COAST MEMORIAL MEDICAL CENTER, a California nonprofit public benefit corporation

By: Emily Randle  
Emily Randle  
print name

Its: (circle one) Chairman/President/Vice President  
Chief Operating Officer  
AND

By: \_\_\_\_\_  
print name

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

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Community and Library Services

Approved as to Form  
Karen Weinstein  
Karen R. Weinstein, Esq.  
MHS Legal Department  
LR00000

CITY OF HUNTINGTON BEACH  
a California municipal corporation

\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney *Pal*

REVIEWED AND APPROVED  
\_\_\_\_\_  
City Manager

SECTION 24. NO TITLE INTEREST

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ORANGE COAST MEMORIAL MEDICAL CENTER, a California nonprofit public benefit corporation

CITY OF HUNTINGTON BEACH  
a California municipal corporation

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

\_\_\_\_\_  
Mayor

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

ATTEST:  
\_\_\_\_\_  
City Clerk

AND

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

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney *Pal*

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

INITIATED AND APPROVED:

REVIEWED AND APPROVED  
\_\_\_\_\_  
City Manager

*[Signature]*  
\_\_\_\_\_  
Director of Community and Library Services



**MemorialCare Captive Insurance Company, LLC**  
**Professional/Commercial General Liability Policy, Claims Made**  
**Policy Number: MCHS-24**  
**Policy Period: July 1, 2025 to July 1, 2026**

ENDORSEMENT #9

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WAIVER OF SUBROGATION

It is understood and agreed as follows:

In consideration of the premium paid, with respect to Named Insured only for Commercial General Liability Coverage under Part 2 of this Policy and subject to this Policy's Combined Each Incident Limit and Combined Annual Aggregate Limit of Liability applicable to the Policy Period, and any rights or duties specifically assigned in Part 2 of this Policy to the Named Insured, the following apply to this Policy during the Policy Period, and subject to the terms and conditions of this Endorsement:

It is understood and agreed that this policy is amended to include the following as an Additional Insured:

CITY OF HUNTINGTON BEACH  
2000 MAIN STREET  
HUNTINGTON BEACH, CA 92648\

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers as additional insured.

Named Insured has agreed under written contract or agreement to provide insurance but only with respect to liability for the acts, errors or omissions of the Named Insured solely in the performance of the written contract or agreement between the Additional Insured and the Named Insured. There shall be no coverage under this endorsement for any Claim based upon or arising out of the acts, errors or omissions of the Additional Insured whether negligent or intentional.

This endorsement shall waive subrogation to the Additional Insured if required by a written contract signed by the Named Insured.

**MemorialCare Captive Insurance Company, LLC**  
**Professional/Commercial General Liability Policy, Claims Made**  
**Policy Number: MCHS-24**  
**Policy Period: July 1, 2025 to July 1, 2026**

The coverage provided by this endorsement shall not exceed the scope of coverage and/or Limits of Liability of this policy; nor shall the coverage provided exceed the scope of coverage and/or limits required by said contract or agreement.

The coverage provided by this endorsement shall be deemed excess over (but shall not be subject to the terms and conditions of) and shall not contribute with any other insurance available to the Additional Insured, unless the contract between the Named Insured and the Additional Insured requires such coverage.

Endorsement Effective Date: July 1, 2025

All other terms and conditions of the Policy remain unchanged.

**MemorialCare Captive Insurance Company, LLC**  
**Professional/Commercial General Liability Policy, Claims Made**

**Policy Number:** MCHS-24

**Policy Period:** July 1, 2025 to July 1, 2026

ENDORSEMENT #6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS and WAIVER OF SUBROGATION

It is understood and agreed as follows:

In consideration of the premium paid, with respect to the Named Insured and only for Commercial General Liability Coverage under Part 2 of this Policy and subject to this Policy's Combined Each Incident Limit and Combined Annual Aggregate Limit of Liability applicable to the Policy Period, and any rights or duties specifically assigned in Part 2 of this Policy to the Named Insured, the following apply to this Policy during the Policy Period, and subject to the terms and conditions of this Endorsement:

It is understood and agreed that this policy is amended to include as an Additional Insured any person or entities whom the Named Insured has agreed under written contract or agreement to provide insurance but only with respects to the liability for the acts, errors or omissions of the Named Insured solely in the performance of a written contract or written agreement between the Additional Insured and the Named Insured. There shall be no coverage under this endorsement for any Claim based upon or arising out of the acts, errors or omissions of the Additional Insured whether negligent or intentional.

This insurance shall waiver subrogation against any person or organization that is an Additional Insured where required by written contract with the Named Insured.

The coverage provided to Additional Insureds by this endorsement shall not exceed the scope of coverage and/or Limits of Liability of this policy; nor shall the coverage provided exceed the scope of coverage and/or limits required by said contract.

The coverage provided by this endorsement shall be deemed excess over, (but shall not be subject to the terms and conditions of), and shall not contribute with, any other insurance available to the Additional Insured. Coverage applies on a primary and non-contributory basis only if the contract between the Named Insured and Additional Insured requires such coverage.

Notwithstanding the above, if any other endorsement to this policy provides coverage for a specifically named Additional Insured for whom the Named Insured has agreed under contract or agreement to provide insurance, and such coverage is in conflict with the terms of this

**MemorialCare Captive Insurance Company, LLC**  
**Professional/Commercial General Liability Policy, Claims Made**

**Policy Number:** MCHS-24

**Policy Period:** July 1, 2025 to July 1, 2026

endorsement, the terms of the endorsement which specifically names the Additional Insured shall supersede the terms of this endorsement.

In the event that the coverage afforded by this Policy is cancelled or non-renewed, the Company will provide thirty (30) days advance written notice to the Additional Insured if required by written contract or agreement.



THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE. PLEASE READ IT CAREFULLY

## NonProfits' United Vehicle Insurance Pool

### ADDITIONAL COVERED PARTY ENDORSEMENT

This endorsement modifies coverage provided under the following:

NPU VEHICLE INSURANCE POOL MEMORANDUM OF COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Memorandum of Coverage apply unless modified by the endorsement.

**"Who is a Covered Party" in Section II of the Memorandum of Coverage is changed by adding the following:**

Who is a Covered Party includes any person or organization named on the Certificate of Coverage as a Certificate Holder from whom you have leased an auto, from which you have received funding for your operations, or for whom you provide services. These persons or organization are provided coverage under the Memorandum of Coverage if they require to be named, and you agree to name them as an additional covered party in a written contract or agreement executed prior to any "loss", but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto. Coverage provided under this endorsement is primary and insurance maintained by additional covered party is Non-Contributory. Coverage provided under this endorsement is limited to the Limits of Liability stated on the Memorandum of Coverage Declarations.

**Cancellation:**

Should the above described Memorandum of Coverage be cancelled before the expiration date thereof, NPU will endeavor to mail 30 days written notice to the certificate holder named on the

Covered Party and MOC Number: As shown on the Certificate of Coverage attached.

Effective Date: July 1, 2025 to July 1, 2026 (or unless otherwise indicated)

Authorized Representative:

A handwritten signature in cursive script, appearing to read "P. Dan Berry".