

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
TEE IT UP FOR THE TROOPS  
FOR THE PROVISION MAINTENANCE SERVICES AT PATRIOT POINT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered on \_\_\_\_\_, 2025 by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("CITY") and TEE IT UP FOR THE TROOPS ("TEE IT UP"), a nonprofit 501(c)(3) charitable organization.

**RECITALS**

WHEREAS, the site known locally as "Patriot Point," is located in Bluff Top Park along Pacific Coast Highway just north of Goldenwest Street in the City of Huntington Beach. The site is owned by the State of California and leased to the CITY, and holds a special significance for veterans. Originally erected in 2010 by Zach Martinez, a Vietnam War veteran, Mr. Martinez envisioned and created a place where veterans could gather, reflect, and find solace; and

TEE IT UP FOR THE TROOPS is a non-profit Veterans awareness and support group, that engages communities to raise awareness and provide support to America's military veterans by organizing golf events, outreach programs, and fundraisers, with a vision to help military veterans and their families to heal, transition, grow, and thrive; and

TEE IT UP raises money, accepts donations and operates pursuant to Section 501(c)(3) of the Internal Revenue Code as such does not attempt to influence legislation or participate in any campaign activity for or against political candidates; and

In 2016, TEE IT UP FOR THE TROOPS in collaboration with the CITY made improvements to Patriot Point through the installation of five (5) concrete benches representing

the five (5) branches of the military, as well as a sturdier foundation and pole to fly the American flag; and

The parties desire to continue the collaboration by further enhancing the site with pavers, a new flagpole and foundation, updated benches, including the addition of a sixth bench to represent Space Force, a path, and lighting for the American Flag; and

The purpose of this MOU is to establish responsibilities of each party related to the maintenance and upkeep of Patriot Point during the term of this MOU. Specifically, the CITY wishes to allow TEE IT UP to be responsible for the maintenance of the lighting system, including all electrical hardware and bulbs, and of the American Flag displayed at Patriot Point; and the CITY would maintain the park area around Patriot Point in a manner consistent with standard park maintenance practices,

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 & TERMINATION/REVOCATION**

This MOU will commence on the date approved by City Council and shall terminate five (5) years thereafter. Upon mutual consent of Parties, this MOU may be extended for two (2) additional five (5) year Terms.

This MOU may be terminated/revoked at the sole discretion of the City or TEE IT UP by providing three months' notice of termination/revocation to the City or TEE IT UP.

#### **SECTION 2. TEE IT UP FOR THE TROOPS DUTIES**

A. TEE IT UP will submit a redesign of the Patriot Point area for CITY's review and approval to include the addition of pavers, a sixth (6<sup>th</sup>) bench representing Space Force, a pathway, and lighting to illuminate the American Flag.

B. TEE IT UP will be responsible for all maintenance of the lighting system at Patriot Point, including but not limited to all electrical hardware and replacement light bulbs.

C. TEE IT UP will be responsible for the complete maintenance and replacement of the American Flag displayed at Patriot Point.

D. TEE IT UP will cure and fix any maintenance issue that the CITY notifies them of within 45 days.

E. TEE IT UP will obtain written approval from the CITY prior to any future improvements to Patriot Point. Such improvements may also be subject to State approval.

### **SECTION 3. OBLIGATIONS OF CITY**

A. CITY will provide reasonable support for TEE IT UP to fulfill its duties.

B. CITY agrees to permit TEE IT UP use of a temporary work area around Patriot Point to effectuate their maintenance duties.

C. CITY will maintain the park area around Patriot Point consistent with the City's standard park maintenance practices.

D. CITY will recognize the TEE IT UP's contributions at a City Council meeting.

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

TEE IT UP must receive approval from the Office of Communications prior to use of CITY logos, seals or other CITY insignia. All CITY assets must be approved and in-line with current CITY branding policies. TEE IT UP shall use no City logo for commercial purposes.

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

TEE IT UP hereby agrees to protect, defend, indemnify and hold harmless the City, its

elected officials, officers, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, 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 City.

#### **SECTION 6. WORKERS' COMPENSATION INSURANCE**

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

In the event TEE IT UP directly hires employees, TEE IT UP 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 TEE IT UP's covenant to indemnify CITY, TEE IT UP shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage. Said policy shall indemnify TEE IT UP, 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 MOU 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 elected officials, officers, employees, volunteers and agents as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that TEE IT UP'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 MOU, TEE IT UP shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this MOU; these certificates shall:

- (a) provide the name and policy number of each carrier and policy; and
- (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.

TEE IT UP shall maintain the foregoing insurance coverage in force during the entire term of the MOU or any renewals or extensions thereof or during any holdover period.

The requirement for carrying the foregoing insurance coverage shall not derogate from TEE IT UP's defense, hold harmless and indemnification obligations as set forth in this MOU. 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. TEE IT UP 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. CONFLICT OF INTEREST**

TEE IT UP 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 11. NONDISCLOSURES/PRESS RELEASES**

TEE IT UP or members presenting themselves as representatives of TEE IT UP shall consult with CITY before issuing any press releases, speaking with the media/press or making any public statements with respect to this MOU, the transactions contemplated herein, or matters arising here from.

**SECTION 12. WAIVER OF BREACH**

The waiver by either TEE IT UP or CITY of any breach by TEE IT UP 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 13. AMENDMENT**

This MOU may be amended in writing and signed by both parties.

**SECTION 14. NOTICES**

Any notice to be given hereunder shall be sent by registered mail, and shall be deemed to be given when so mailed to the Party to be notified at the address herein below stated:

TO CITY:  
City of Huntington Beach  
Attn: Director, Community & Library Svcs  
2000 Main Street  
Huntington Beach, CA 92648

TO TEE IT UP:  
Tee It Up for the Troops  
515 West Travelers Trail  
Burnsville, MN 55337

CITY or TEE IT UP may change the name of the party to be notified by written notice to the other party.

**SECTION 15. ENTIRE AGREEMENT**

This MOU constitutes the entire understanding of the parties hereto, and no representations or promises have been made that are not fully set forth herein. The parties hereto understand and agree that no modification of this MOU will be binding unless such modification is in writing and duly accepted and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their authorized officers on \_\_\_\_\_. 2025.

TEE IT UP FOR THE TROOPS  
a national non-profit 501(c)(3)

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

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

print name

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

\_\_\_\_\_  
Mayor

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

**AND**

INITIATED AND APPROVED:

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

print name

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

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

REVIEWED AND APPROVED:

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

APPROVED AS TO FORM:

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

