

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered, as of March 5, 2024, by and between HUNTINGTON BEACH POLICE AND COMMUNITY FOUNDATION ("HBPCF"), a California nonprofit corporation and the CITY OF HUNTINGTON BEACH, a municipal corporation, ("City").

RECITALS

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

Public safety in the City can be expanded with the assistance of private individuals and organizations; and

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

HBPCF 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 HBPCF do hereby agree to the following:

1. TERM.

The term of this MOU shall commence on March 5, 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 as agreed upon by both parties or sooner terminated as provided herein.

2. HBPCF'S RESPONSIBILITIES.

HBPCF shall solicit, receive, distribute and administer funds, donations or resources and grants of materials, services and funds, with the prior approval of the HBPCF Board of Directors and The City Manager.

Examples of fundraising activities are, but not limited to, Cars 'N Copters by the Coast, Nick Vella Memorial Beach Ride, HBPD Annual Awards Program and 3/1 Marines Run.

HBPCF 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.

HBPCF shall administer funds provided to the HBPCF in accord with the grantee's intended future use, including but not limited to, enhancement of Police, Youth Programs, and Crime Prevention services.

3. CITY'S RESPONSIBILITIES.

- A. City at its sole discretion will provide limited City staff support to assist HBPCF 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 City Manager shall determine the level of City resources to be allocated/utilized to the HBPCF.
- B. City shall have no duty or obligation of any kind to HBPCF, to HBPCF's employees, officers, agents, vendors or subcontractors, to provide compensation or funds resulting from or arising out of this MOU.

4. CONFLICT OF INTEREST.

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

5. HOLD HARMLESS

HBPCF 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 including any and all HBPCF activities or responsibilities or HBPCF's 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.

6. GENERAL LIABILITY INSURANCE

In addition to workers' compensation insurance and HBPCF's covenant to indemnify City, HBPCF shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage. Said policy shall indemnify HBPCF, its officers, agents, including HBPCF Representatives, 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 officers, elected or appointed officials, employees, agents and volunteers (the "Additionally Insured Parties") as Additional Insureds and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that HBPCF insurance shall be primary and non-contributory with any other valid and collectible

insurance or self-insurance available to the Additionally Insured Parties. Any available insurance proceeds in excess of minimum coverage amount specified herein shall be available to the Additionally Insured Parties. All coverage available to HBPCF shall also be available to the Additionally Insured Parties.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention without the express written consent of City, however, an insurance policy "deductible" of \$5,000.00 is permitted.

HBPCF shall be responsible for causing all Subcontractors to maintain the same types and limits of insurance coverage as that required by SOCIETY by this Agreement.

7. CERTIFICATES OF INSURANCE, ADDITIONAL INSURED ENDORSEMENTS

Prior to commencement of this MOU, HBPCF 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,
- (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.

HBPCF shall maintain the foregoing insurance coverage in force during the entire term of the MOU or any renewals or extension thereof or during any holdover period.

The requirements for carrying the foregoing insurance coverage shall not derogate from HBPCF'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. HBPCF shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

HBPCF shall provide a separate copy of the additional insured endorsement to each of HBPCF's insurance policies, naming the Additionally Insured Parties as Additional Insured, to the City Attorney for approval prior to any payment hereunder. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

HBPCF shall require all subcontractors to name HBPCF, its officers, employees and agents, and the Additionally Insured Parties as Additional Insureds on all subcontractor insurance policies using ISO form number CG 20 28 04 13 or coverage at least as broad. HBPCF shall verify that every subcontractor policy endorsement complies with the requirements set forth herein.

8. RECORDS AND AUDIT.

- A. HBPCF 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 reflecting all transactions relating to the funds generated or transferred pursuant to this MOU.
- 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 HBPCF relating to the funds generated or transferred pursuant to this MOU. HBPCF shall make such books and records available for inspection by the City during regular business hours and HBPCF shall cooperate fully with the City and its representatives in any audit.

9. TERMINATION.

The City or HBPCF 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 HBPCF conflict with the purposes of this MOU, City may immediately terminate this MOU, and HBPCF shall be entitled to no further services from City.

10. PROGRAM ADMINISTRATION.

This MOU will be administered by the HBPCF Board of Directors and the City Manager in consultation with the Police Department. HBPCF shall provide a representative to be available to City for consultation and assistance during the term of this MOU.

11. ASSIGNMENT.

This MOU, or any provision hereof or 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.

12. NONDISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.

- A. HBPCF 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. HBPCF 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. HBPCF 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 HBPCF 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.

13. POLITICAL ACTIVITIES.

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

14. COMPLIANCE WITH LAWS.

HBPCF 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.

15. GOVERNING LAW.

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

16. 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.

17. 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 HBPCF shall be sent addressed to the following:

President of the Board
P.O. Box 4538
Huntington Beach, California 92648


18. 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 HBPCF and HBPCF 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, HBPCF 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.

Huntington Beach Police and Community Foundation

By: 

DIANNE THOMPSON

print name

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

INITIATED AND APPROVED:



Chief of Police

REVIEWED AND APPROVED:

City Manager

AND

By: 

CYNTHIA K FORD

print name

ITS: (circle one) Executive Director/Chief Financial Officer/Secretary - Treasurer

APPROVED AS TO FORM:

City Attorney



STATE FARM GENERAL INSURANCE COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
 Bloomington IL 61702-2915

Named Insured

AT2 004168 3125 M-23-1424-FB92 F N
 HUNTINGTON BEACH POLICE &
 COMMUNITY FOUNDATION
 PO BOX 4538
 HUNTINGTN BCH CA 92605-4538



RENEWAL DECLARATIONS

Policy Number	92-KA-T847-3	
Policy Period	Effective Date	Expiration Date
12 Months	OCT 1 2023	OCT 1 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address
 DIANNE THOMPSON
 7923 WARNER AVE STE A
 HUNTINGTN BCH CA 92647-4720
 PHONE: (714) 698-0202

0107-ST-1-1001

Businessowners Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 862.00

Discounts Applied:
 Years in Business

*Paid check # 2160 8/10/23
 \$ 862.00*

Prepared
 JUL 19 2023
 CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

**Businessowners Policy for HUNTINGTON BEACH POLICE &
Policy Number 92-KA-T847-3**

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	16131 GOTHARD ST STE H HUNTINGTN BCH CA 92647-3650	No Coverage	\$ 10,900	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 304.1

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Money and Securities \$250 Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.

Handwritten notes in blue ink, including "SUBMIT" and "12/18/2016".

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RENEWAL DECLARATIONS (CONTINUED)

Businessowners Policy for HUNTINGTON BEACH POLICE & Policy Number 92-KA-T847-3



0207-ST-1-1001

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$2,000
Money And Securities (On Premises)	\$5,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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RENEWAL DECLARATIONS (CONTINUED)

**Businessowners Policy for HUNTINGTON BEACH POLICE &
Policy Number 92-KA-T847-3**

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000

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RENEWAL DECLARATIONS (CONTINUED)

**Businessowners Policy for HUNTINGTON BEACH POLICE &
Policy Number 92-KA-T847-3**



0307-ST-1-1001

Coverage M - Medical Expenses (Any One Person)

\$10,000

Damage To Premises Rented To You

\$300,000

AGGREGATE LIMITS

LIMIT OF INSURANCE

Products/Completed Operations Aggregate

\$2,000,000

General Aggregate

\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- CMP-4101 Businessowners Coverage Form
- FE-6999.3 *Terrorism Insurance Cov Notice
- CMP-4260.1 Amendatory Endorsement-CA
- CMP-4261 Amendatory Endorsement
- CMP-4705.2 Loss of Income & Extra Expense
- CMP-4709 Money and Securities
- CMP-4804 Addl Insd Club Members
- FD-6007 Inland Marine Attach Dec
- * New Form Attached

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RENEWAL DECLARATIONS (CONTINUED)

**Businessowners Policy for HUNTINGTON BEACH POLICE &
Policy Number 92-KA-T847-3**

This policy is issued by the State Farm General Insurance Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm General Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Thomas Conley
President

IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service
PO Box 2320
Bloomington IL 61702
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013
Phone # 1-800-927-HELP (4357) or visit www.insurance.ca.gov/01-consumers

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RENEWAL DECLARATIONS (CONTINUED)

**Businessowners Policy for HUNTINGTON BEACH POLICE &
Policy Number 92-KA-T847-3**



NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy. Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy. Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date. If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent. Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

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0407-ST-1-1001



STATE FARM GENERAL INSURANCE COMPANY
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
 Bloomington IL 61702-2915

Named Insured

M-23-1424-FB92 F N

HUNTINGTON BEACH POLICE &
 COMMUNITY FOUNDATION
 PO BOX 4538
 HUNTINGTN BCH CA 92605-4538



INLAND MARINE ATTACHING DECLARATIONS

Policy Number	92-KA-T847-3	
Policy Period	Effective Date	Expiration Date
12 Months	OCT 1 2023	OCT 1 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

0507-ST-1-1001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739 Inland Marine Conditions
 FE-6271 Amendatory Endorsement
 FE-8745 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
 JUL 19 2023
 FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8745	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 25,000 \$ 25,000	\$ 500	Included Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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JUL 19 2023
FD-6007

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE



Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

0607-ST-1-1001

IMPORTANT NOTICE
Anti-Fraud Disclosure

For your protection California law requires notification of the following disclosure:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

553-4370 CA



0707-ST-1-1001



ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS (FORM B)

POLICY NUMBER(S): 92-KA-T847-3
EFFECTIVE: October 1 2023 - October 1 2024

NAMED INSURED: HUNTINGTON BEACH POLICE &
COMMUNITY FOUNDATION
PO BOX 4538
HUNTINGTN BCH CA 92605-4538

NAME OF PERSON OR ORGANIZATION: HUNTINGTON BEACH POLICE AND COMMUNITY FOUNDATION

ADDITIONAL INSUREDS:

HUNTINGTON BEACH POLICE & COMMUNITY FOUNDATION
PO BOX 4538
HUNTINGTN BCH CA 92605-4538

CITY OF HUNTINGTON BEACH ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES,
AGENTS AND VOLUNTEERS

WHO IS AN INSURED, UNDER SECTION II DESIGNATION OF INSURED, IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION SHOWN ABOVE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR WORK FOR THAT INSURED BY OR FOR YOU.

THE INSURANCE AFFORDED BY THE POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON CONTRIBUTORY.



**NAMED INSURED: HUNTINGTON BEACH POLICE &
COMMUNITY FOUNDATION
PO BOX 4538
HUNTINGTN BCH CA 92605-4538**

ADDITIONAL INSUREDS:

**HUNTINGTON BEACH POLICE & COMMUNITY FOUNDATION
PO BOX 4538
HUNTINGTN BCH CA 92605-4538**

**CITY OF HUNTINGTON BEACH ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES,
AGENTS AND VOLUNTEERS**

****Notice of Cancellation will be sent to Additional Insured 30 days prior to the expiration of the above policies***

The insurance to the Additional Insured, as set forth in the FE-6324 Endorsement shall be Primary, but only with respects with claims made or suits for damages for which our named insured is provided coverage and which arises out of our contributory as respects coverage afforded for our Named Insured.

All others provisions of policy apply.