

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON
BEACH AND THE ART LEAGUE OF HUNTINGTON BEACH FOR USE OF SPACE AT
THE HUNTINGTON BEACH CENTRAL LIBRARY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("City"), and THE ART LEAGUE OF HUNTINGTON BEACH, a nonprofit corporation ("Art League"), collectively (the "Parties").

WHEREAS, CITY seeks to collaborate with ART LEAGUE to provide Art Exhibits in a gallery area (the "Gallery") at Huntington Beach Central Library to enhance the Library's collection, resources, and programming and to provide cultural opportunities to library patrons; and

ART LEAGUE will have access to use of Library space, identified herein, to display Art Exhibits in support of this collaborative effort,

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. TERM.

The Term of this MOU shall be three years commencing at 12:01 a.m. on _____, 2025, and ending at 11:59 p.m. on _____, 2028, unless extended or sooner terminated as provided for herein. Either party may terminate this Agreement at any time for any reason, upon thirty (30) days prior written notice.

2. GENERAL DUTIES AND RESPONSIBILITIES OF THE PARTIES.

City will provide free of charge, a portion of the south side of the 4th floor stacks in the City's Central Library for the display of Art Exhibits. This area may be described as 'Upstairs Art Gallery' and the 'West End Art Gallery.'

The City retains the sole right to determine the location of the Gallery. The CITY will provide advance written notice if the Art Display needs to be moved.

The City Manager or designee has final approval and reserves the right to remove items from the Gallery that are deemed inappropriate for the wider audience from public viewing where children are present, i.e., no graphic displays of violence, language or nudity.

The City may use exhibit space up to four (4) times per year for non-Art League art displays.

Art League may host/sponsor an opening reception as desired for each exhibit; all costs associated with a reception (including invitations, food and beverages) will be borne by Art League.

Art League shall follow all City directions regarding fire and building safety and accessibility in placement of Art Exhibits.

Art League shall maintain and post regular office hours for Art League members to be available for public inquiries.

Art League's use of Library for after-hours exhibit events and additional rental spaces are subject to special event permit, facility availability and fees as approved by City Council.

Members of the general public and members of the Art League shall be allowed access to the Gallery without appointment or advance registration or fees during regular business hours of the Library.

Art League shall intake art from members of the public for monthly displays a minimum eight (8) months of the year. Art League shall meet with City annually each September to confirm the schedule for March through February of the following year.

Art League shall facilitate the sale of Art Exhibits on display. Inquiries about Art Exhibits will be referred directly to the exhibiting artist or group who may then contact the potential buyer. Artist(s) can leave brochures with prices and/or business cards at the Art League desk for distribution to interested patrons.

Art League shall oversee all Art Exhibit installations. Third party art exhibitors must comply with City insurance and business license requirements.

Art League shall ensure all Art Exhibits conform to the installation specifications of the Library's designated Art Exhibit spaces. Space for free standing cases or other structures as part of an exhibition is limited and must comply with Fire Department and building code regulations.

Art League will be responsible for any damages or theft and Art League displays/Art Exhibits.

3. 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
Library & Community Services Manager
7111 Talbert Avenue
Huntington Beach, CA 92648

TO Art League:

Huntington Beach Art League
c/o Huntington Beach Central Library
7111 Talbert Avenue
Huntington Beach, CA 92648

City or Art League may change the name of the party to be notified by written notice to the other party.

4. BUSINESS PLAN.

Art League shall submit an annual business plan on the anniversary of the effective date of this Agreement as well as copies of State and/or Federal Income Tax returns, attendance records of its monthly meetings and proof of current not-for-profit status.

5. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.

Art League hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with this MOU including but not limited to: (1) the use or occupancy of the Premises by Art League, its officers, employees or agents, or (2) the death or injury of any person or the damage to property caused by a condition of the Gallery, or (3) the death or injury of any person or the damage to property caused by any act or omission of Art League, its officers, employees or agents, or (4) any failure by Art League to keep the Gallery in a safe condition, or (5) Art League's (or Art League's agents and/or sub agents, if any) performance of this MOU or its failure to comply with any of its obligations contained in this MOU by Art League, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of City. Art League shall hold all Art Exhibits or Displays on the Gallery at the sole risk of Art League and save City harmless from any loss or damage thereto by any cause whatsoever, except such loss or damage which was caused by the sole negligence or willful misconduct of City. Art League will conduct all defenses at its sole cost and expense and City shall approve selection of Art League's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Art League.

6. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

Art League acknowledges awareness of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation.

Art League covenants that it shall comply with such provisions prior to the commencement of this MOU. Art League shall obtain and furnish to City workers' compensation and employers' liability insurance in amounts not less than the State statutory limits. Art League shall require all sub agents and contractors to provide such workers' compensation and employers' liability insurance for all of the sub agents' and contractors' employees. Art League shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employers' liability insurance and Art League shall similarly require all sub agents and contractors to waive subrogation.

7. GENERAL PUBLIC LIABILITY INSURANCE.

In addition to the workers' compensation and employers' liability insurance and Art League's covenant to defend, hold harmless and indemnify City, Art League shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage against any and all claims arising out of or in connection with this MOU. This policy shall indemnify Art League, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the 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 One Million Dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000.00). This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the MOU shall be deemed excess coverage and that Art League's insurance shall be primary.

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

8. CERTIFICATES OF INSURANCE, ADDITIONAL INSURED ENDORSEMENTS.

Prior to commencement of this MOU, Art League 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. shall state that the policy is currently in force; and

C. shall 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, which 10-day notice provision shall not apply to any property insurance referenced herein.

Art League 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 Art League'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. Art League shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

Art League shall provide a separate copy of the additional insured endorsement to the Art League's insurance policies, naming the City, its officers, elected and appointed officials,

employees, agent and volunteers as Certificate Holder and Additional Insured by separate attached endorsement, to be approved prior to any payment hereunder.

9. CITY'S OPTION TO CLOSE THE PREMISES.

City may close the Premises without liability and without advance notice to Art League therefore at any time as City in its sole discretion deems necessary for the protection of life, limb or property, or for public health, safety or welfare purposes, or upon reasonable notice to effect any repair, remodeling or rebuilding deemed necessary by City in its sole discretion.

10. MODIFICATION.

No waiver or modification of any language in this MOU shall be valid unless in writing and duly executed by both parties.

11. ATTORNEYS' FEES.

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this MOU or to secure the performance hereof, each party shall bear its own attorneys' fees, such that the prevailing party shall not be entitled to recover its attorneys' fees from the non-prevailing party.

12. GOVERNING LAW.

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

REST OF PAGE NOT USED

13. ENTIRETY.

The parties acknowledge and agree that they are entering into this MOU freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this MOU. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party, or anyone acting on that party's behalf, which are not embodied in this MOU, and that that party has not executed this MOU in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this MOU. The MOU, and the attached exhibits (if any), contain the entire agreement between the parties respecting the subject matter of this MOU, the Premises, the use of the Gallery space by Art League, or the term of this MOU and supersede all prior understandings and agreements, whether oral or in writing between the parties respecting the subject matter hereof.

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

ART LEAGUE OF HUNTINGTON BEACH
A nonprofit corporation

CITY OF HUNTINGTON BEACH
A California municipal corporation

By: Sandra Adrahar
Its: (CIRCLE ONE) Chairman/President/Vice President

Mayor

AND

City Clerk

By: _____
Its: (CIRCLE ONE) Chairman/President/Vice President

APPROVED AS TO FORM:

City Attorney

Pue

INITIATED AND APPROVED:

REVIEWED AND APPROVED:

Director of Community & Library Services

City Manager

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A nonprofit corporation

CITY OF HUNTINGTON BEACH
A California municipal corporation

By: _____
Its: (CIRCLE ONE) Chairman/President/Vice President

Mayor

AND

City Clerk

By: _____
Its: (CIRCLE ONE) Chairman/President/Vice President

APPROVED AS TO FORM:

City Attorney *Paul*

INITIATED AND APPROVED:

[Signature]

Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager