

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered, as of July 1, 2019, by and between the HB FIRE OUTREACH FOUNDATION (“HBFOF”), a California nonprofit corporation and the CITY OF HUNTINGTON BEACH, a municipal corporation, (“City”).

RECITALS

WHEREAS, HBFOF was incorporated for the purpose of promoting public safety related to fire prevention and emergency preparedness through community outreach programs; and

Conduct opportunities to raise funds to provide community outreach through educational and charitable purposes; and

Provide a non-profit foundation that can obtain funding from people and organizations that believe in the HBFOF mission and to then distribute those funds to the personnel and groups that are actively providing the programs and services which support the mission; and

City and HBFOF desire to memorialize the terms and conditions whereby HBFOF proposes to provide resources to promote the City’s public safety awareness through community outreach programs; and

HBFOF 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 HBFOF do hereby agree to the following:

1. TERM.

The term of this MOU shall commence on July 1, 2019 (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 or sooner terminated as provided herein.

2. HBFOF RESPONSIBILITIES.

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

HBFOF will not solicit, receive, accept, or distribute any donations or grants in the name of the City and/or the Fire Department, including utilizing official City or Departmental logos or images.

HBFOF shall administer funds provided to the HBFOF in accord with the grantee's intended future use, including enhancement to Fire, Volunteer Programs, and Community Outreach services.

3. CITY'S RESPONSIBILITIES.

- A. City at its sole discretion will provide limited support to assist HBFOF in administering programs, including 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 HBFOF.

- B. City shall have no duty or obligation of any kind to HBFOF, to HBFOF's volunteers, officers, directors, agents, vendors or subcontractors, to provide compensation to funds resulting from or arising out of this MOU.

4. CONFLICT OF INTEREST.

HBFOF and its agents and volunteers shall comply with all applicable Federal, State, and City laws and regulations governing conflict of interest.

5. RECORDS AND AUDIT.

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

6. TERMINATION.

The City or HBFOF may terminate this MOU for any reason immediately by providing written notice. All operations under this MOU shall cease following written notice of termination, and City's obligations under this MOU shall cease on that date.

7. PROGRAM ADMINISTRATION.

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

8. 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.

9. NONDISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.

- A. HBFOF 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. HBFOF 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. HBFOF 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 HBFOF 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.

10. POLITICAL ACTIVITIES.

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

11. COMPLIANCE WITH LAWS.

HBFOF 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.

12. GOVERNING LAW.

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

13. 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.

14. 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:

City Manager
City of Huntington Beach
2000 Main Street
Huntington Beach CA 92648

All notices to HBFOF shall be sent addressed to the following:

Fire Chief
Huntington Beach Fire Department
2000 Main Street
Huntington Beach CA 92648

15. 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 HBFOF and HBFOF shall not hold itself out as an agent of the City or its Fire 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, HBFOF 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.

HB Fire Outreach Foundation:

Chair of the Board

_____, 2019

By John Partington Jr.
(Signature)

Name John Partington
(Print Name)

Title Chair of the Board

Treasurer of the Board:

_____, 2019

By Phillip S. Zortis
(Signature)

Name Phillip S. Zortis
(Print Name)

Title Treasurer of the Board

“City”

CITY OF HUNTINGTON BEACH,
A municipal corporation

By _____
City Manager

This MOU is approved as to form on

_____, 2019

Michael E. Gates
MICHAEL E. GATES, City Attorney