

LICENSE AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON BEACH
AND ABOUND FOOD CARE FOR USE OF REAL PROPERTY

This LICENSE AGREEMENT ("Agreement") is hereby entered into on the ____ day of _____, 2023 ("Effective Date") by and between the City of Huntington Beach, a California municipal corporation, ("Host") and Abound Food Care, a California non-profit public benefit corporation ("Provider"). The Host and Provider may be referred to herein individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, Host is the owner of that certain real property located at 17371 Gothard Street, Huntington Beach, CA 92647 ("Host Property") on which Host operates a municipal services yard; and

WHEREAS, Provider wishes to place and operate one solar powered cold storage unit, with dimensions of approximately 35' x 10' x 10' with solar panel extensions (for access, total footprint of 45' x 10'), to store ready-to-heat-and-eat meals ("Storage Container") as part of the Emergency Nutritious Food Management Program ("Program") on the Host Property, for the purpose of providing meals to community members in times of disaster. Provider desires to place the Storage Container on that portion of the Host Property identified in Exhibit A, which is attached hereto and incorporated herein by this reference ("Licensed Property"); and

WHEREAS, Provider's Program will involve the storage of ready-to-heat-and-eat-meals in cold storage units provided by Provider, which meals Provider will rotate and replace in advance of product expiration, with the excess food to be provided by Provider to local organizations serving community members faced with food insecurity; and

WHEREAS, locating the Storage Container on the Licensed Property will increase the probability that otherwise qualifying food insecure families and individuals in the City of Huntington Beach will benefit from the Program and any food distributed pursuant to the policies and procedures of Provider; and

WHEREAS, the Host is willing to grant Provider a non-exclusive license to access and place the Storage Container on the Licensed Property to operate the Program in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Host intends to provide Provider with non-exclusive use of the Licensed Property pursuant to the terms of this Agreement, and in no way intends to grant property rights to Provider relating to the Licensed Property; and

WHEREAS, Provider desires to use Storage Container and Licensed Property for the purposes set forth herein,

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant, and agree as follows:

Section 1. Use of Facilities

The Host grants Provider use of the Licensed Property for the limited purposes of placing the Storage Container and operating the Program. During the Term of this Agreement, as set forth in Section 6 below, the Provider shall have the right to use the Licensed Property during Host's normal hours of operation, which may be extended upon mutual agreement in the event of an emergency that requires meal distribution.

Section 2. Location of Storage Container and Licensed Property

Provider's Storage Container shall be located in the Licensed Property, as reflected in Exhibit A, though the Host and Provider may agree, both initially and from time to time, on the relocation of the Storage Container and identification of a new Licensed Property area, which shall be evidenced through a written letter agreement executed by both the Host's Representative and Provider's CEO, or their respective designees. Such letter agreement shall serve as a substitution of Exhibit A to this Agreement.

Section 3. Facilities Access

The Host shall, in consultation with Provider, identify and document a reasonable route of access for Provider to access Storage Container, which may be changed from time-to-time upon reasonable notice.

Section 4. Consideration

In exchange for Provider providing its Program in the City of Huntington Beach and providing access to surplus meals to qualifying local community organizations, the Host agrees to waive any facility use charges that might otherwise be charged by the Host. Provider shall, at its own expense, provide for any and all maintenance and upkeep of the Storage Container at all times.

Section 5. Utilities

As part of this Agreement, the Host will reasonably cooperate with Provider relative to the provision of access to water connections and shared use of existing waste management services. To the extent Program necessitates a nominal use of such utilities, the same shall be provided by the Host at no additional cost; but to the extent such use extends beyond a nominal use, at the sole discretion and determination of the Host, the Parties shall cooperate to identify the most effective method to share the proportionate costs of such services used by each Party. Provider shall be responsible for its own utility costs for anything deemed in excess of a nominal value by the Host.

Section 6. Term and Termination

The term of this Agreement shall be five (5) years from the Effective Date ("Term") except in the event of a material breach, whereby either Party may terminate this Agreement

following 10 days written notice and failure to cure by the breaching party. At the conclusion of the initial five (5) year term, this Agreement shall automatically extend for additional 12 month terms unless cancelled by either Party with 30 days' notice prior to renewal date. Upon termination of the Agreement, Provider will remove the cold storage unit within sixty (60) calendar days.

Section 7. Independent Contractor

At all times relevant, and pursuant to the terms and conditions of this Agreement, Provider is and shall be construed to be an independent contractor and not an agent, servant, or employee of Host. No joint venture or shared enterprise is created by this Agreement. Provider agrees to comply with all applicable statutes and ordinances. Among other things, Provider shall be solely responsible for proper storage of and food safety related to frozen meals.

Section 8. Indemnification, Defense, Hold Harmless

Provider hereby agrees to protect, defend, indemnify and hold and save harmless Host, its officers, and employees against any and all liability, claims, judgments, costs and demands, however caused, including those resulting from death or injury to Provider's employees and damage to Provider's property, arising directly or indirectly out of the grant of License herein contained, including those arising from the passive concurrent negligence of Host, but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of Host. Provider will conduct all defense at its sole cost and expense, and Host shall have the right to approve Provider's selection of defense counsel.

Section 9. Worker's Compensation Insurance

Pursuant to the California Labor Code Section 1861, Provider acknowledges awareness of Section 3700 et seq. of said code, which requires every employer to be insured against liability for workers' compensation; Provider covenants that it will comply with all such laws and provisions prior to the use of the Licensed Property pursuant to this license.

Provider shall maintain such 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, and Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury by disease, policy limit, at all times incident hereto, informs and underwritten by insurance companies satisfactory to Host.

Section 10. General Liability Insurance

Provider shall carry at all times incident hereto, on all activities to be performed in the Licensed Property as contemplated herein, general liability insurance, including coverage for bodily injury, and property damage. All insurance shall be underwritten by insurance companies in forms satisfactory to Host. Said insurance shall name the Host, its officers, agents and employees and all public agencies as determined by the Host as Additional Insureds.

Provider shall subscribe for and maintain said insurance policies in full force and effect during the life of this Agreement, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage. If coverage is provided under a form which includes a designated general aggregate limit, such limit shall be not less than One Million Dollars (\$1,000,000). In the event of aggregate coverage Provider shall immediately notify Host of any known depletion of limits. Provider shall require its insurer to waive its subrogation rights against Host and agrees to provide certificates evidencing the same.

Section 11. Certificates of Insurance; Additional Insured Endorsement

Prior to the use of the Licensed Property pursuant to this license, Provider shall furnish to Host certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; said certificates shall provide the name and policy number of each carrier and policy, and shall state that the policy is currently in force and shall promise to provide that such policies will not be canceled without thirty (30) days prior written notice to Host. Provider shall maintain the foregoing insurance coverages in force until this Agreement is terminated.

The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Host by Provider under this Agreement. Host or its representative shall at all times have the right to demand the original or a copy of all said policies of insurance. Provider shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required. A separate copy of the additional insured endorsement to each of Provider's insurance policies, naming the Host, its officers and employees as Additional Insureds shall be provided to the City Attorney for approval prior to the use of the Licensed Property pursuant to this License.

Section 12. Release

Provider hereby releases and forever discharges Host of and from any and all claims, demands, actions, or causes of action whatsoever which Provider may have, or may hereafter have, against the Host specifically arising out of the matter of Provider's use of the Licensed Property. This is a complete and final release and shall be binding upon Provider and its heirs, executors, administrators, successors and assigns. Provider hereby expressly waives any rights under or benefit of any law of any jurisdiction whatsoever providing to the contrary. Neither the acceptance of this release nor any payment made hereunder shall constitute any admission of any liability of Host.

Section 13. Waste

Provider shall not alter, damage or commit any kind of waste upon the Licensed Property or any improvement, equipment or personal property thereon and shall not interfere in any manner with the operations or activities of Host. Provider shall make no change in the use of the Licensed Property nor shall the design of the Licensed Property be changed other than as authorized herein without prior written consent of Host. Provider shall not cause any workmen's or materialmen's liens to be placed upon the Licensed Property and agrees to indemnify and

hold Host harmless against any such liens including but not limited to the payment of attorneys' fees.

Section 14. Ingress and Egress

Host reserves the right to enter upon the License Area at any time during the term of this Agreement. Host may remove Provider from the use of the License Area at any time and without notice to Provider if the reason for such removal by Host is necessitated by any maintenance needs or emergency pertaining to the public health, safety or welfare of any person, which determination will be made in Host's sole and absolute discretion.

Section 15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations of written agreements which may have been entered into between the Parties. No modification or revision shall be of any force or effort, unless the same is in writing and executed by the Parties.

Section 16. Severability

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions, and to this extent, the provisions of this Agreement are deemed severable. The parties agree, if reasonably practicable, to mutually draft provision(s) which are equivalent from a substantive point of view to replace any provision which is determined to be invalid.

Section 17. Assignment

Neither the Host nor Provider may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

Section 18. Governing Law; Attorney's Fees

This Agreement shall be governed by the laws of the State of California, with venue to be Orange County, California. In the event suit is brought by either party to enforce the terms and provisions of this agreement or to secure the performance hereof, each party shall bear its own attorney's fees. The prevailing party shall not be entitled to recover its attorney's fees.

Section 19. Notices

Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally or electronically, or five (5) days after mailing by United States mail as follows:

If to Provider:
Mike Learakos, CEO Abound Food Care
200 North Tustin Ste 110
Santa Ana, CA 92705
Email: mike@aboundfoodcare.org

If to Host:
CITY OF HUNTINGTON BEACH:
Debra Jubinsky
City of Huntington Beach Public Works
17371 Gothard Street
Huntington Beach, CA 92647
Email: djubinsky@surfcity-hb.org

Either party may, by notice to the other party, change the address specified above.

Section 20. Authority

Provider hereby represents that the persons executing this Agreement on its behalf have full authority to do so, and to bind Provider to perform pursuant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date written above.

Provider:
ABOUND FOOD CARE
A California non-profit public benefit corporation

Host:
CITY OF HUNTINGTON BEACH
A California municipal corporation

By: *Michael Learakos* 10/9/23
Its: CEO

Mayor

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
[Signature] CCM
City Attorney

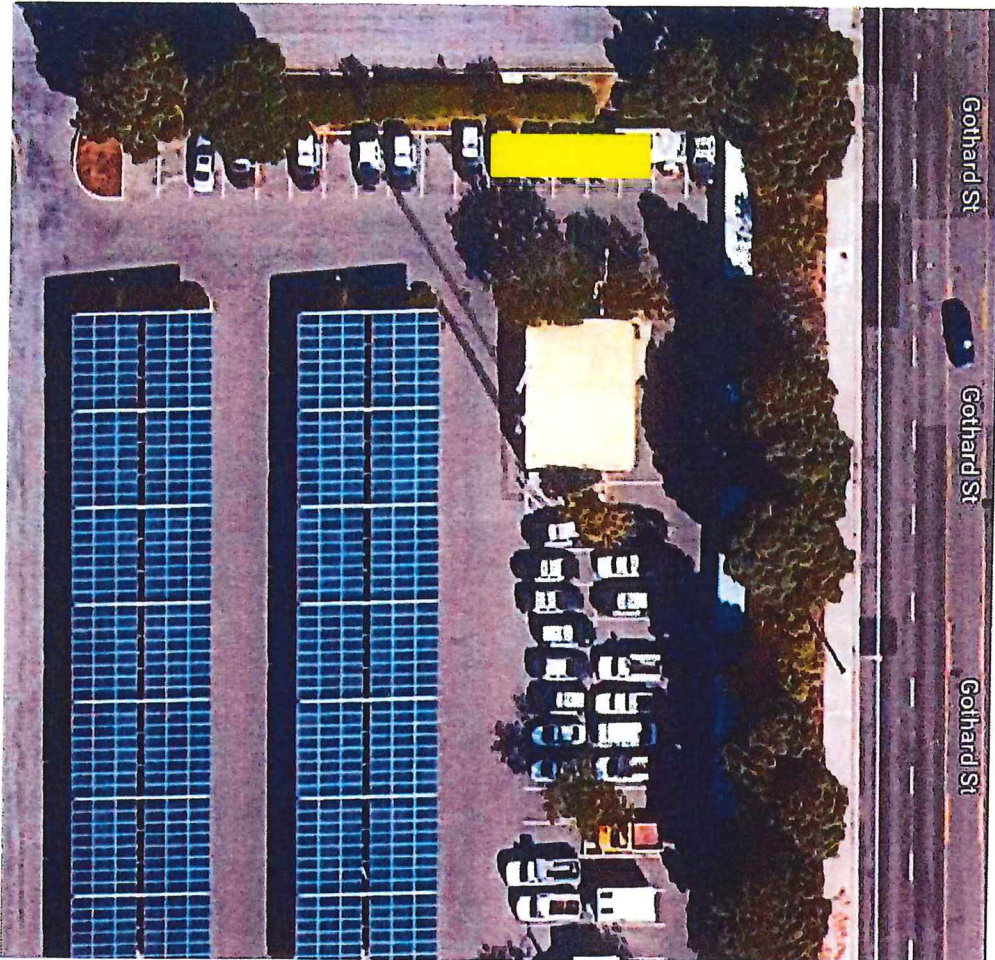
REVIEWED AND APPROVED:

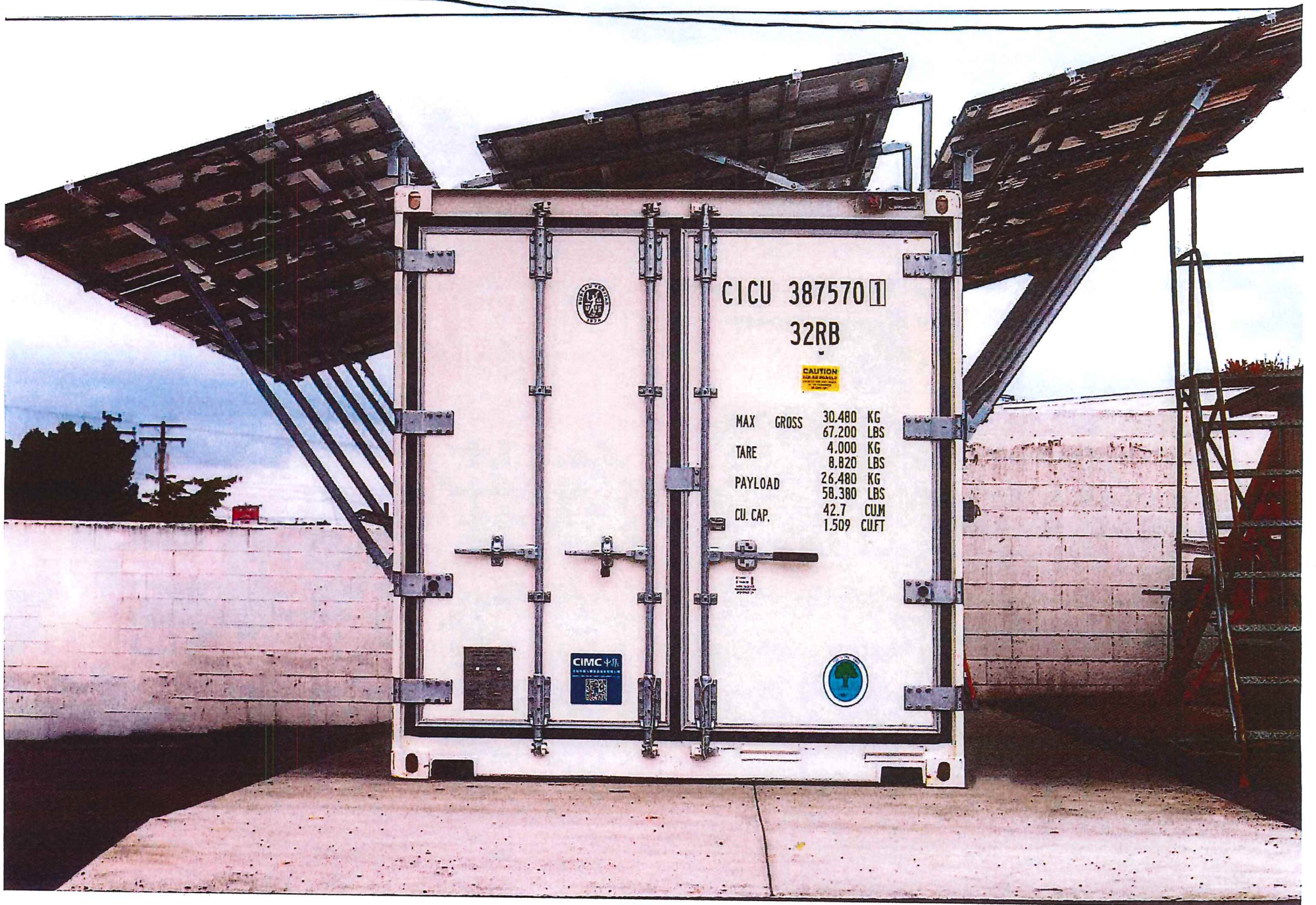
City Manager

INITIATED AND APPROVED:
[Signature]
Director of Public Works

EXHIBIT A

LOCATION OF FACILITIES AT HUNTINGTON BEACH PUBLIC WORKS CITY YARD





CIMC 387570 1
32RB

CAUTION
DO NOT HANDLE

MAX GROSS	30.480	KG
	67.200	LBS
TARE	4.000	KG
	8.820	LBS
PAYLOAD	26.480	KG
	58.380	LBS
CU. CAP.	42.7	CUM
	1.509	CUFT





CICU 387570
32RB

87

CICU 387570
32RB

CAUTION
DO NOT OPEN
DOOR

MAX GROSS	30,480	KG
	67,200	LBS
TARE	4,000	KG
	8,820	LBS
PAYLOAD	26,480	KG
	58,380	LBS
CU. CAP.	42.7	CUM
	1,509	CUFT



✓C.K.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ekno Insurance Services Group Inc. 711 E. Imperial Hwy, Suite 201, Brea, CA 92821 Lic.# 0E95467	CONTACT NAME: Jonathan Ekno PHONE (A/C, No, Ext): 888-669-7220 E-MAIL ADDRESS: jonathan@eknoinsurance.com	FAX (A/C, No): 714-494-8039
	INSURER(S) AFFORDING COVERAGE	
INSURED Abound Food Care 200 N Tustin Ave, Suite 110 Santa Ana, CA 92705	INSURER A: United States Liability Ins Co NAIC # 25895	
	INSURER B: Progressive Commercial 12879	
	INSURER C: Employers Preferred Insurance Co 10346	
	INSURER D: ACE Fire Underwriters Insurance Company 20702	
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	NPP1609580A	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000						
	MED EXP (Any one person) \$5,000						
	PERSONAL & ADV INJURY \$1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y		04382119-2	10/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB			CUP1572371	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$2,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EIG 4949268 01	04/01/2023	04/01/2024	WC STATU-TORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
D	D&O Policy			NFPCAF164934662	04/01/2023	04/01/2024	\$1,000,000 aggregate for all Loss \$2,000,000 maximum aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers as Additional Insureds per the attached endorsements.

APPROVED AS TO FORM
By:
MICHAEL E. GATES
CITY ATTORNEY

CERTIFICATE HOLDER CANCELLATION CITY OF HUNTINGTON BEACH

City of Huntington Beach 2000 Main St., Huntington Beach, CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Abound Food Care
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective:	Countersigned By:
Named Insured: Abound Food Care	

SCHEDULE

Endorsement Premium

- A. **Section II – Who Is An Insured** is amended to include as an "insured" *any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.*

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that "insured". *A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are complete.*

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement	Effective Policy No.	Endorsement No.
Insured	EIG 4949268 01	Premium
Abound Food Care		
Insurance Company	Countersigned by _____	
Employers Preferred Insurance Co		