

CITY OF HUNTINGTON BEACH

MEETING DATE: May 2, 2005

DEPARTMENT ID NUMBER: PD-05-006

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
May 2, 2005	Department ID Number: PD-05-006

CITY OF HUNTINGTON BEACH
REQUEST FOR COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
DR. PENELOPE CULBRETH-GRAFT, City Administrator

PREPARED BY: KENNETH W. SMALL, Chief of Police *K. Stewart (ACTING)*

SUBJECT: Approve Grant Addendum for the Save Our Strays-Huntington Beach Program to provide Animal Microchip and Spay/Neuter Services.

RECEIVED
CITY CLERK
CITY OF
HUNTINGTON BEACH, CA
2005 APR 21 P 2

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

In 2003, the City Council of Huntington Beach granted \$15,000 to the Save Our Strays (SOS) Program of Huntington Beach. The SOS program has used the funds to sponsor low/no cost, spay/neuter and microchip services for Huntington Beach animals. The SOS program has used the majority of the funds provided in 2003. The current balance is approximately \$1600. The Save Our Strays Group is requesting a new grant of \$15,000 to continue the animal services.

Funding Source:

The total grant amount of \$15,000 is within the 2004-2005 non- departmental General Fund budget, account number 10040101. These funds are available as a result of savings from the City's contract with the County of Orange Animal Care Services for animal control. No additional appropriations are necessary.

Recommended Action:

1. Approve and authorize the Mayor and City Clerk to execute the additional funding addendum to the original grant agreement between the City of Huntington Beach and Save Our Strays for the provision of low/no cost animal microchipping and spay/neuter services; and
2. Approve the funding of a \$15,000 grant to the Save Our Strays Program to provide the supplies and services for the animals.

REQUEST FOR COUNCIL ACTION

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Alternative Action(s):

1. Do not approve and authorize the Mayor and City Clerk to execute the additional funding addendum to the original grant agreement between the City of Huntington Beach and Save Our Strays and direct staff accordingly.

Analysis:

Save Our Strays-Huntington Beach provides low/no cost spay/neutering and microchip services for local dogs and cats. At the April 21, 2003 City Council meeting, the SOS program requested a \$15,000 grant to fund the spaying/neutering/microchipping of animals. The direct costs associated with the program are supplies and veterinary services for the animals. The program is promoted and administered by the Save-Our-Strays group and the services are provided by various local pet hospitals/veterinarians.

Since receiving the original disbursement of \$15,000 in 2003, the SOS Program has provided over 600 spaying/neutering/microchipping services to approximately 400 animals in the Huntington Beach Area. The existing grant agreement authorized funding the SOS Program to provide the low/no cost animal microchipping and spay/neuter services. It also established participant eligibility criteria and created program activity and financial reporting obligations. The existing agreement does not have an expiration date. Since no other information has changed in the contract, the only requirement to grant the additional \$15,000 disbursement is an addendum to the existing agreement. No other changes to the original grant agreement are needed.

The funding for the grant is established in the 2004-2005 non- departmental General Fund budget, account number 10040101. This account is budgeted for animal control/care services, which is contracted through the County of Orange Animal Care Services. Historically, the invoiced amount has been less than the budgeted amount due to credits from revenue offsets from the County of Orange Animal Care Services. No additional appropriations are necessary for this program.

Attachment(s):

City Clerk's Page Number	No.	Description
3	1	Addendum to grant Agreement with the Save-Our-Strays Huntington Beach Strays for Micro-Chip and Spay/Neuter Clinics
6	2	Copy of original grant agreement between the City of Huntington Beach and the Save Our Strays with current insurance certificate.

E-9.2

E-9.3

ATTACHMENT # 1

AMENDMENT NO. 1 TO GRANT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH
AND SAVE-OUR-STRAYS OF HUNTINGTON BEACH
FOR LOW COST ANIMAL CARE SERVICES

THIS AMENDMENT is made and entered into by and between the City of Huntington Beach, a California municipal corporation, hereinafter referred to as "City", and Save-Our-Strays of Huntington Beach, Inc., a California corporation, hereinafter referred to as "Grantee".

WHEREAS, City and Grantee are parties to that certain agreement, dated April 21, 2003, entitled "Grant Agreement Between the City of Huntington Beach and Save-Our-Strays of Huntington Beach For Low Cost Animal Care Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

City and Grantee wish to amend the Original Agreement to extend the term thereof, and provide additional grant funding to Grantee,

NOW, THEREFORE, it is agreed by City and Grantee as follows:

1. EXTENSION OF TERM

The Term of the Original Agreement is hereby extended for an additional period up to and including March 30, 2006.

2. GRANT OF ADDITIONAL FUNDS

City hereby grants to Grantee the additional sum of \$15,000 for the extended term set forth herein.

REST OF PAGE INTENTIONALLY UNUSED

E - 9.4

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

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

GRANTEE:

Save-Our-Strays of Huntington Beach, Inc., a California corporation

CITY:

City of Huntington Beach, a municipal corporation of the State of California

By: Karen E Chepeka
Karen E Chepeka
print name

ITS: (circle one) Chairman President Vice President

Mayor

AND

By: Beverly M. Wallace
Beverly M. Wallace
print name

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

City Clerk

APPROVED AS TO FORM:

Juniper M. Gatzert
City Attorney
4/18/05
REVIEWED AND APPROVED: P.J. 4/19/05

Penelope Cullerton
City Administrator

INITIATED AND APPROVED:

H. Stewart (ACTING) 4/19/05
Police Chief

E-9.5

**INTENTIONALLY
LEFT
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ATTACHMENT # 2

GRANT AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND SAVE-OUR-STRAYS OF HUNTINGTON BEACH FOR LOW COST ANIMAL CARE SERVICES

THIS AGREEMENT is made and entered into this 21st day of April 2003, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, hereinafter referred to as "CITY," and SAVE-OUR-STRAYS OF HUNTINGTON BEACH, a California corporation, hereinafter referred to as "GRANTEE."

WHEREAS, CITY desires to grant funds to GRANTEE to perform low cost animal care services in the City of Huntington Beach; and

GRANTEE has agreed to accept such funds and to perform such services;

NOW, THEREFORE, it is agreed by CITY and GRANTEE as follows:

1. GRANT OF FUNDS

CITY hereby grants to GRANTEE the sum of Fifteen Thousand Dollars (\$15,000) for the 2003 calendar year.

2. PUBLIC PURPOSES LIMITATION/DURATION OF AGREEMENT

All funds granted herein shall be used only for the provision of low cost animal care service in the City of Huntington Beach, and to specifically perform all services as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated by this reference as though fully set forth herein. These services of the GRANTEE are to commence as soon as practicable after the execution of this Agreement.

3. RECORDS; CITY STAFF LIAISON

GRANTEE shall maintain separate accounting records for all funds received from CITY under this Agreement. All expenditures by GRANTEE of all funds received from CITY shall be subject to review and approval of the City Administrator of CITY. GRANTEE further agrees that

all of its records, including those pertaining to funds received from CITY and all other funds received by GRANTEE, must be maintained in accordance with standard accounting procedures and principles. GRANTEE further agrees that within sixty (60) days after termination of this Agreement, GRANTEE shall submit to CITY, a final financial statement detailing all expenditures of grant funds made during the effective period of this Agreement.

All accounting records and evidence pertaining to all costs of GRANTEE shall be kept available at GRANTEE'S office, or place of business for a period of not less than three (3) years after funds are granted to GRANTEE. GRANTEE shall make all of its records available to CITY during regular business hours for the purpose of auditing and shall furnish reasonable assistance for this purpose to CITY'S auditor as required. GRANTEE shall furnish copies of all records to CITY on request. GRANTEE agrees to implement all recommendations made by CITY'S auditor, if any.

In the event GRANTEE does not make its books and financial records available within the City of Huntington Beach, GRANTEE agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

4. WORKERS COMPENSATION INSURANCE

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

GRANTEE 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.

E-9.8

GRANTEE shall require all subcontractors to provide such workers compensation insurance for all of the subcontractors' employees. GRANTEE shall furnish to CITY a certificate of waiver of subrogation under the terms of the workers compensation insurance and GRANTEE shall similarly require all subcontractors to waive subrogation.

5. INSURANCE

In addition to the workers' compensation and employer's liability insurance and GRANTEE'S covenant to indemnify CITY, GRANTEE shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage covering the activities to be funded by the Grant monies as set forth herein. This policy shall indemnify GRANTEE, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out or in connection with the performance of the activities to be funded by the Grant monies as set forth herein, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including blanket contractual liability, of One Million Dollars (\$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 One Million Dollars (\$1,000,000) for the activities to be funded by the Grant monies as set forth herein. 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 any claim shall be deemed excess coverage and that GRANTEE'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.

E-9.9

6. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED
ENDORSEMENTS

Prior to commencing performance of the work hereunder, GRANTEE shall furnish to CITY certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; said certificates shall:

1. provide the name and policy number of each carrier and policy;
2. shall state that the policy is currently in force; and
3. shall promise to provide that such policies will not be canceled or modified without thirty (30) days' prior written notice of CITY.

GRANTEE shall maintain the foregoing insurance coverages in force until the performance of the activities to be funded by the grant monies as set forth herein, is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverages shall not derogate from the provisions for indemnification of CITY by GRANTEE under this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of all the policies of insurance. GRANTEE shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

GRANTEE shall provide a separate copy of the additional insured endorsement to each of GRANTEE'S insurance policies, naming CITY, its officers, elected and appointed officials, employees, agents and volunteers as Additional Insureds, to the City Attorney for approval prior to any payment hereunder.

7. INDEPENDENT CONTRACTOR

GRANTEE is, and shall be, acting at all times in the performance of the services of this Agreement as an independent contractor. GRANTEE shall secure at its expense, and be responsible

E-9.10

for any and all payment of taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

8. CITY EMPLOYEES AND OFFICIALS

GRANTEE shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California *Government Code*.

9. HOLD HARMESS

GRANTEE 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 of every nature or liability of any kind or nature) arising out of or in connection with GRANTEE'S (or GRANTEE'S subcontractors, of any) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by GRANTEE, its officials, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY in enforcing this obligation. GRANTEE will conduct all defense at its sole cost and expense and CITY shall approve selection of GRANTEE'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 GRANTEE.

10. NON-DISCRIMINATION

In the performance of this Agreement GRANTEE shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national

E-9.11

origin, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters, and shall also apply to proscribe discrimination in any program or activity funded in whole or in part with funds made available under this Agreement.

11. ASSIGNMENT AND SUBCONTRACTING

This Agreement is a personal service contract and the supervisory work hereunder shall not be delegated by GRANTEE to any other person or entity without the consent of CITY.

12. COPYRIGHT/PATENTS

CITY shall own all rights to any patent or copyright on any work, time or material produced as a result of this Agreement.

13. IMMIGRATION

GRANTEE shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provision of the United States Code regarding employment verification.

14. LEGAL SERVICES SUBCONTRACTING PROHIBITED

GRANTEE and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. GRANTEE understands that pursuant to Huntington Beach City Charter §309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal service expenses incurred by GRANTEE.

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15. ATTORNEY'S FEES

Except as specifically set forth in Section 9 hereof, 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 from the non-prevailing party.

16. ENTIRETY

The foregoing sets forth the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

SAVE-OUR-STRAYS OF HUNTINGTON BEACH, a California corporation:

By: Karen E. Chepeka
Karen E. Chepeka
print name

ITS: (circle one) Chairman President Vice President

AND

By: Beverly M. Wallace
Beverly M. Wallace
print name

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

INITIATED, REVIEWED AND APPROVED:

Ray S. [Signature]
City Administrator

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

Connie Boardman
Mayor

ATTEST:

Connie Brockway
4-29-03 City Clerk

APPROVED AS TO FORM:

James McJah
City Attorney
4/29/03
4/1/03
Pre 3-12-03

E-9.13

15. ATTORNEY'S FEES

Except as specifically set forth in Section 9 hereof, 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 from the non-prevailing party.

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SAVE-OUR-STRAYS OF HUNTINGTON BEACH, a California corporation:

By: Karen E. Chepeka
Karen E. Chepeka
print name

ITS: (circle one) Chairman President Vice President

AND

By: Beverly M. Wallace
Beverly M. Wallace
print name

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

INITIATED, REVIEWED AND APPROVED:

Ray Siler
City Administrator

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

Connie Boardman
Mayor

ATTEST:

Connie Brockway
4-29-03 City Clerk

APPROVED AS TO FORM:

Jannise McJah
3/14/03 City Attorney
3-12-03

E-9.14

EXHIBIT "A"
Save Our Strays of Huntington Beach
Low-Cost Spay/Neuter and Microchipping Programs
Proposal
December 30, 2002

A. Statement of Work

1. **Low-Cost Spay/Neuter Program**-Save Our Strays is to implement and manage a program to provide low-cost, standard spay and neuter surgeries for dogs and cats. Only residents of Huntington Beach are eligible to participate and veterinarians who receive reimbursement from the program must practice in Huntington Beach. All dogs must have a current, valid, County issued dog license.
2. **Low-Cost Microchipping Program**-Save Our Strays is to implement and manage a program to provide low-cost microchipping identification for dogs and cats. This may be administered at a veterinarian office and/or through conducting a local clinic. Only residents of Huntington Beach are eligible to participate and veterinarians who receive reimbursement from the program must practice in Huntington Beach. All dogs must have a current, valid, County issued dog license.

B. Save Our Strays Duties and Responsibilities

1. Provide all staffing, material, accounting and reporting required to successfully conduct activities described in Section A.
2. SOS shall not use any of the city's funding to provide salaries, stipends or any other compensation, except reimbursement for materials purchased and cost of services provided to perform the activities described in Section A, to any person.
3. Report to the city, on a quarterly basis, the following information: funds expended to date, including a detailed accounting of total funds paid to veterinarians, spent on materials, and on administration, advertising, and other costs; and the total number of animals served including, dogs and cats spayed/neutered, dogs and cats microchipped.
4. SOS shall record the following information from program participants: resident's name and address, pet's name, sex and breed, owner's telephone number and identification shown to prove residency in Huntington Beach and eligibility for low-cost spay/neuter and microchip. SOS shall produce this information at any time, if requested by the city.

E-9.15

SOS shall not use this information for fundraising or advertising without the participant's permission.

C. City's Duties and Responsibilities

1. Provide guidance and direction regarding the city's expectations for the Program, including participant eligibility and acceptable expenditures.
2. Provide funding for eligible expenditures.
3. Provide assistance/referrals with internal city departments, as needed.

D. Work Program/Project Schedule

This program does not involve a fixed schedule. Save Our Strays may continue to provide services using the city's funding until such time as the funding is exhausted, or the city requests any unexpended funds to be returned.

E-9.16

CM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/8/04

PRODUCER
THE BRENNAN COMPANY
18351 BEACH BLVD #F
HUNTINGTON BEACH, CALIF 92648

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

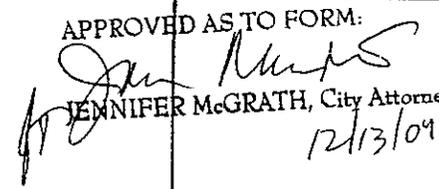
INSURED
SAVE OUR STRAYS
POST OFFICE BOX 4063
HUNTINGTON BEACH, CALIF 92648

INSURERS AFFORDING COVERAGE

INSURER A. FIRST FINANCIAL INSURANCE COMPANY
INSURER B.
INSURER C.
INSURER D.
INSURER E.

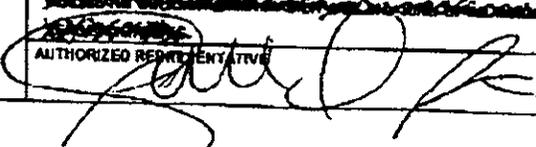
COVERAGES

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 MAINTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	219F000371	12/9/04	12/9/05	EACH OCCURRENCE \$ 1,000,000. FIRE DAMAGE (Any one fire) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 1,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000.
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	APPROVED AS TO FORM:  JENNIFER McGRATH, City Attorney 12/13/04		COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC - S AUTO ONLY: ACC: \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/BENEFICIALS/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
E-9.17

CERTIFICATE HOLDER X ADDITIONAL INSURED: INSURER LETTER: A

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
AUTHORIZED REPRESENTATIVE 

CITY OF HUNTINGTON BEACH
ITS AGENTS, OFFICERS AND EMPLOYEES
RISK MANAGEMENT DIVISION
2000 MAIN STREET
HUNTINGTON BEACH, CALIF 92648

Policy Number: 219F000097

COMMERCIAL GENERAL LIABILITY
CG 20 10 (10-93)

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:

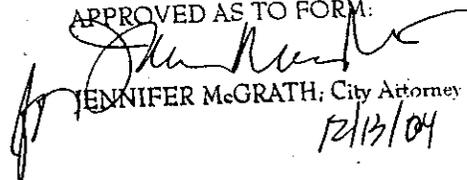
CITY OF HUNTINGTON BEACH
ITS AGENTS, OFFICERS AND EMPLOYEES
RISK MANAGEMENT DIVISION
2000 MAIN STREET
HUNTINGTON BEACH, CALIF 92648

Project:

(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 ongoing operations performed for that insured.

APPROVED AS TO FORM:


JENNIFER McGRATH, City Attorney
12/13/04

Form #1 CG 20 10 (10-93)

Copyright, Insurance Services Office, Inc., 1992

E-9.18



CITY OF HUNTINGTON BEACH
2000 Main Street, Huntington Beach, CA 92648

Declaration of Non-Employer Status

In order to comply with the City Council Resolution No. 6277, you are required to provide proof of Workers' Compensation Insurance. If you have no employees, this form must be signed and returned to:

City of Huntington Beach
Risk Management Division
2000 Main Street
Huntington Beach, CA 92648

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Applicant/Company Name: SAVE OUR STRAWS
Address: P.O. Box 4083 HB CA 92648
Applicant's Signature: Haren Chapela
Title: President
Location Signed: AB
Telephone Number: 714 960 0093
E-9,19