

CITY OF REDONDO BEACH COMMUNITY

DEVELOPMENT BLOCK GRANT

PUBLIC SERVICE FUNDING AGREEMENT

Contractor: ST. PAUL'S UNITED METHODIST CHURCH,
REDONDO BEACH

Project Title: PROJECT NEEDS

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**AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND
ST. PAUL'S UNITED METHODIST CHURCH, REDONDO BEACH
RELATING TO PROJECT NEEDS**

THIS AGREEMENT ("Agreement") is entered into between the City of Redondo Beach, a chartered municipal corporation ("City") and St. Paul's United Methodist Church, Redondo Beach, a California nonprofit corporation ("Contractor"), with reference to the following: Project Needs.

WITNESSETH

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development, ("HUD"), pursuant to Title I of the Housing and Community Development Act of 1974, as amended, to address the community development needs of the City (the "HUD Grant Agreement");

WHEREAS, the City has received the Community Development Block Grant ("CDBG") from HUD to administer City programs as described in the HUD Grant Agreement;

WHEREAS, the City Community Services Department has been designated by the City to provide for proper planning, coordination and administration of these programs;

WHEREAS, the City Community Services Department cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out these programs;

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been approved by the City Council and the Mayor of the City of Redondo Beach; and

WHEREAS, the City wishes to engage the Contractor to provide the services described herein to carry out this project.

NOW, THEREFORE, the City and the Contractor agree as follows:

AGREEMENT

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

101. Parties to the Agreement

The parties to this Agreement are:

1. The City of Redondo Beach, a chartered municipal corporation, having its principal office at 415 Diamond Street, Redondo Beach, California 90277.
2. St. Paul's United Methodist Church, Redondo Beach, a nonprofit institution incorporated under the laws of the State of California, having its principal offices at 2600 Nelson Avenue, Redondo Beach, California 90278.

102. Representatives of the Parties and Service of Notices

The representatives of the respective parties to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:

Elizabeth Hause, Community Services Director
Community Services Department
1922 Artesia Boulevard
Redondo Beach, California 90278

2. The Administrative representative of the Contractor shall be: Donna Barr, Director
St. Paul's United Methodist Church
Redondo Beach 2600 Nelson Avenue
Redondo Beach, California 90278

3. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail. Notice by mail shall be deemed communicated as of the date of mailing.

103. Time of Performance

The term of this Agreement shall commence on July 1, 2025 and end on June 30, 2026, which is subject to the provisions of sections 301, 302, and 701 herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in section 601.B.

104. Conditions Precedent

A. Prior to the execution of this Agreement, the parties have cooperated in the preparation of the following:

1. Program Budget. A summary by cost category of the projected annual expenditures for approved services. Budgets described herein shall be adhered to unless modified and approved in writing as provided by section 606 of this Agreement. The Program Budget is attached hereto as Exhibit I, and by this reference incorporated herein.
2. Job Description. An individual job description for the CDBG- funded personnel, attached hereto as Exhibit II, and by this reference incorporated herein.

B. Prior to the execution of this Agreement, the Contractor shall provide the City with copies of the following documents:

1. Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
2. Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
3. Resolutions or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents.

ARTICLE II

DUTIES AND POWERS OF THE CONTRACTOR

201. Services to be Provided by the Contractor

A. Client Eligibility

1. During the term of this Agreement, Contractor shall ensure that at least fifty-one percent (51%) of the total persons served under this Agreement shall meet the low- and moderate-income guidelines as determined by HUD, as described in Exhibit III, attached hereto and by this reference incorporated herein.
2. Contractor shall document income and residency for each

CDBG-funded client, and maintain signed "Client Intake" sheets and its attachments, as provided in Exhibit IV, attached hereto and by this reference incorporated herein. Contractor shall also make each file available for City staff to examine upon request.

3. Contractor shall submit a "Quarterly Summary Sheet," as described in Exhibit V, attached hereto and by this reference incorporated herein, with each request for payment. The City in its sole discretion, may withhold payment if Contractor does not submit the "Quarterly Summary Sheet."

B. Services to be Provided

1. Contractor shall provide a free, home-style meal each and every Tuesday night from 5:15-6:30 p.m. in Stephen's Hall at St. Paul's United Methodist Church, Redondo Beach located at 2600 Nelson Avenue, Redondo Beach, California 90278.
2. As available, Contractor shall provide free clothing and toiletries each week at its dinner.
3. Contractor shall maintain a food pantry and distribute food to families and individuals on the first and third Thursday mornings of each month from 9:00-11:00 a.m.
4. Contractor shall make situation-appropriate referrals to various agencies, organizations and programs.
5. Contractor shall communicate with the other similar programs in the area for mutual support and sharing of resources. Contractor shall also ensure surplus donations of food and clothing shall be shared with appropriate agencies.
6. Contractor shall work cooperatively with the City (and other nonprofit organizations at the City's request) in its efforts to implement programs that reduce the impact of homelessness within the City. At City's request, Contractor shall send a representative to attend (1) a one-day South Bay Homeless Summit and (2) a one-day training workshop on Los Angeles County's Coordinated Entry System (including Coordinated Entry Assessment Tool training).

C. Intended Beneficiaries

Contractor shall ensure at least ninety (90) City residents shall be served during the contract period.

ARTICLE III

DUTIES OF THE CITY

301. Compensation

- A. The City shall pay to the Contractor an amount not to exceed \$10,864 for complete and satisfactory performance of the terms of this Agreement; for the period July 1, 2025 through June 30, 2026 only; subject to the provisions of sections 302 and 605 of this Agreement.
- B. Funding for the periods set forth by the foregoing Subsection A is subject to change in accordance with the availability of CDBG funds provided to the City by HUD. The City reserves the right to change the amount of Compensation set forth herein accordingly.
- C. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
- D. Contractor may be reimbursed for expenditures that exceed individual cost categories as outlined in Exhibit I, provided that the total amount requested for reimbursement does not exceed the total amount set forth in Section 301.A.

302. Funding of the Agreement

Notwithstanding the provision of section 103, Time of Performance, concerning the term of the Agreement, funding shall be provided according to the following provision:

Funding for the period July 1, 2025 through June 30, 2026 shall be as set forth by section 301, Compensation herein and is subject to changes set forth by the foregoing subsection 301.C.

ARTICLE IV

METHOD AND TIME OF PAYMENT

401. Payment to the Contractor

- A. The Contractor shall be reimbursed for all expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement.
- B. Unless other arrangements are made, the City will issue reimbursement checks within 45 days of City's receipt of Contractor's "Public Service Agency Expenditure Report" (Exhibit VI) and the "Quarterly Summary Sheet" (Exhibit V), which shall detail clients served to-date under this Agreement.

402. Withheld Payments

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to the City are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by HUD under the HUD Grant Agreement or the City.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- C. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

403. Receipt, Use, and Accountability of Other Than Budgeted Funds

The Contractor agrees that income funds realized as a result of activities which are funded by this Agreement shall be reported in writing to the City along with the Contractor's quarterly reports. The Contractor further agrees that all such income funds shall: (1) constitute Program Income as described in section 612; (2) be the property of the City; (3) be used solely to offset the operating expenses of the activities funded by this Agreement; and (4) be subject to all of the provisions of this Agreement.

404. Utilization of Funds

Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

ARTICLE V

REPORTS, RECORDS AND AUDITS

501. Reporting Requirement

- A. At such times and in such forms as the City may require, Contractor shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
- B. On or before the fifteenth day of the month following a three-month period, the Contractor shall submit to the City a "Public Service Agency Expenditure Report," including copies of invoices. A copy of the "Public Service Agency Expenditure Report" form is attached hereto as Exhibit VI and by this reference incorporated herein.

502. Maintenance of Records

- A. Records, in their original form, shall be maintained in accordance with requirements prescribed by HUD under the HUD Grant Agreement and the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and all other pending matters are closed. "Pending matters" include, but are not limited to, audit, litigation, or other actions involving records. The City may, at its discretion, take possession and retain said records.
- B. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within the Los Angeles Area unless authorization to remove them is granted in writing by the City.

503. Audits and Inspections

At any time during normal business hours and as often as HUD, the U.S. Comptroller General, or the City may deem necessary, the Contractor shall make available to the City for examination, all of its records with respect to all matters covered by this Agreement. The City and the U.S. Comptroller General shall have the authority to audit, examine and make excerpts or transcripts from records,

including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

1. The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.
2. The City shall have the authority to examine all forms and documents used, including, but not limited to, client files, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the Contractor. It further reserves the right to require that personnel forms and documents be pre-numbered and kept under accounting control.
3. The City may require the Contractor to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.
4. The City reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.
5. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement.
6. Subject to the discretion of the City, certain authorized members of the City shall have the right to be present at any and all of the Contractor staff meetings, Board of Directors meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.
7. When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set

forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs. The City shall determine any amount to be paid to the Contractor during the period of audit.

D. Accounting Practices

The Contractor shall maintain a system of internal control in accordance with accepted accounting practices as approved by the City. Internal control comprises the plan or organization and all of the coordinate methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency and assure adherence to prescribed management policies.

E. Documentation of Expenditures

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

601. Indemnification and Insurance Requirements

A. Indemnification

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful

misconduct of the City.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

1. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
2. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

B. Insurance

Contractor shall comply with the requirements set forth in Exhibit VII. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

602. Prohibition Against Assignment

- A. The Contractor shall not assign this Agreement, nor assign or transfer any interest or obligation in this Agreement (whether by assignment or novation) without prior written consent of the City, which may be withheld in the City's sole discretion.
- B. The Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from the City without prior written consent of the City, which may be withheld in the City's sole discretion.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement.

Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale,

acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

603. Limitation of Expenditures

- A. The Contractor shall not expend funds provided under this Agreement subsequent to the suspension or termination of this Agreement in accordance with sections 702 and 703.
- B. Expenditures shall be made in conformance with the Program Budget (Exhibit I).
- A. Expenditures shall comply with 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including Subpart D (Administrative Requirements), Subpart E (Cost Principles), and Subpart F (Audit Requirements), to the extent applicable to CDBG funded activities.
- C. Expenditures shall be in direct support of the project which is the subject of this Agreement. The Contractor shall notify the City in writing of any expenditures for items jointly used for any other projects(s) and the expenditures shall be apportioned according to the percentage of direct use for this project.
- D. Budget changes shall have the prior written approval of the City. Unauthorized expenditures may result in withheld payments.

604. Limitation of Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under section 301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing.

The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

605. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine

that the Contractor is in non-compliance with any contractual obligations, the City shall take appropriate action as provided by section 701 of this Agreement.

- B. In the event that CDBG funds to the City are reduced, suspended or terminated by HUD, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

606. Amendment(s) to this Agreement
Either party may request an Amendment to this Agreement. Amendments to this Agreement must be in writing and properly executed by both parties and approved by the City Council.

607. Compliance with Statutes and Regulations
A. The Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation laws and regulations pertaining to labor, wages, hours and other conditions of employment, and the City's Affirmative Action Plan.

B. Examples of applicable statutes, rules, regulations, or requirements include, but are not limited to the following:

1. 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
2. 24 Code of Federal Regulations Part 570 (Community Development Block Grant Regulations);
3. Copeland "Anti-Kickback" Act (18 U.S.C. § 874) (29 C.F.R., Part 3);
4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) (29 C.F.R., Part 5);
5. Clean Air Act, as amended (42 U.S.C. § 7401, et seq.);
6. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.);
7. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and

implementing regulations;

8. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 U.S.C. § 2000e), and implementing regulations;
9. Section 3 of the Housing and Urban Development Act of 1968, as amended; and the implementing regulations at 24 C.F.R. Part 135;
10. Section 503, Affirmative Action for Handicapped Workers (\$2,500+);
11. Section 402, Affirmative Action for Vietnam Era Veterans (\$10,000+);
12. The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq.) and implementing regulations;
13. Executive Order 11246, Non-Discrimination;
14. The assurances made by the City to the HUD in its application for funds under Title I of the Housing and Community Development Act of 1974, as amended;

All applicable provisions, conditions, and assurances contained in the HUD Grant Agreement between the City and HUD (Provisions therein include, but are not limited to “Section 3” compliance, Flood Disaster Protection, Equal Employment Opportunity, Lead-Based paint Hazards, Compliance with Air and Water Acts, and Nondiscrimination); and
15. HUD’s Equal Access Rule (24 C.F.R. §§ 5.105(a)(2), 5.403) to the extent applicable to the services described in this Agreement.

C. Religious organizations must comply with the following conditions:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

608. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Contractor.
- B. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

609. Independent Contractor

- A. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor understands and agrees that all persons furnishing services to City pursuant to this Agreement shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- B. Contractor shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

610. Attorney's Fees

In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

611. Nondiscrimination Provision

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, creed, color, sex, age, disability, sexual orientation, gender identity or expression, national origin, or any other legally protected characteristic in the selection and retention of subcontractors, in its

employment practices, in the provision of services to clients, or in the selection and retention of subcontractors, including procurement of materials and leases of equipment, and shall comply with all applicable federal, state, and local nondiscrimination laws.

612. Program Income

Any program income directly generated from total or partial use of City Community Development Block Grant funds shall be expended exclusively on the activities outlined in this Agreement. All terms of this Agreement shall apply to such expenditures.

613. Reversion of Assets

Upon expiration of this Agreement, Contractor shall transfer to the City any City granted CDBG funds on hand, and any accounts receivable attributable to the use of City granted CDBG funds

614. Anti-Lobbying

Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

615. Conflict of Interest

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement.

Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of

interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

616. **Non-Liability of Officials and Employees of the City**

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

617. **Conflicting Provisions**

In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

618. **Non-Exclusivity**

Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to provide funding to other contractors in connection with the project.

619. **Confidentiality**

To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder, including but not limited to, personally identifiable client information.

620. **Third Parties**

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

621. **Governing Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

622. **Claims**

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months

after accrual of the cause of action.

623. **Interpretation**

Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

624. **Severability**

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

625. **Authority**

City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

ARTICLE VII

DEFAULTS, SUSPENSION AND TERMINATION

701. **Defaults**

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Suspend the Contractual Agreement in accordance with section 702; and
4. Terminate the Agreement in accordance with section 703.

702. **Suspension**

- A. The City, by giving written notice, may suspend all or part of the project operations for failure of the Contractor to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-

compliance and the period provided for corrective action.

- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Failure to take necessary corrective actions will result in withheld funds. The City shall have final authority to determine whether or not Contractor is in full compliance.
- E. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with section 601.B. Performance shall not resume without the prior written approval of City.

703. Termination

- A. The parties agree that at any time during the term of the Agreement the City may terminate this Agreement or any part hereof upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event the Contractor goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The foregoing Subsections B, C and D shall also apply if the Agreement terminates upon the date specified in section 103 or upon contractor's completion of performance.

ARTICLE VIII

ENTIRE AGREEMENT

801. Complete Agreement

This Agreement contains the full and complete Agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

802 Number of Pages and Attachments

This Agreement includes 17 pages and seven exhibits which constitute the entire understanding and agreement of the parties.

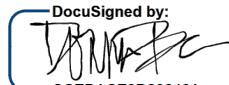
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

ST. PAUL'S UNITED METHODIST
CHURCH, REDONDO BEACH, a
California nonprofit corporation

By: 
Name: Donna Barr
Title: Director
2/4/2026 | 12:22 PM PST

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT I
PROGRAM BUDGET
JULY 1, 2025 - JUNE 30, 2026

Agency Name: St. Paul's United Methodist Church

Program Title: Project NEEDS

<u>Cost Category</u>	<u>CDBG Share</u>	<u>Agency Share</u>	<u>Total Cost</u>
Personnel	\$4,864	\$27,136	\$32,000
Lease/Rent			
Equipment			
Supplies (And food)	\$6,000	2,000	8,000
Professional Services			-
Other* (Bank Fees)		\$200	\$200
Total	\$10,864	\$29,336	\$40,200

Please indicate whether you will bill on a monthly ____ or quarterly basis.

EXHIBIT II

JOB DESCRIPTION

See attached job description.

Project: NEEDS Executive Director Job Description

Summary: The Executive Director (ED) is responsible for managing the Project: NEEDS ministry outreach in order to provide necessities for local area homeless and populations living at or below the poverty line.

Who we are: Project: NEEDS is a ministry of St. Paul's (SPUMC), a neighborhood church serving the Redondo community since 1941. Our main service is Project: NEEDS, a program in existence for 30 years providing material goods to ease poverty with dignity, humanity and love. Project: NEEDS coordinates interfaith and community efforts to provide resources. All are served with respect without concern for religion, race, sexuality or health.

The Executive Director's Role: Currently, the Executive Director is self-managing with volunteer staff the following responsibilities:

1. Public Relations:
 - a. The ED is responsible for developing, coordinating efforts to bring money and material goods in the program through fundraising and grant writing.
 - b. Participate in community events and speak at events to raise awareness of the program.
 - c. Lead efforts with other community organizations to meet needs. Managing at least 25 partnerships at this time.
 - d. The ED has successfully developed presentations to schools and local groups for education.
 - e. Develops any promotional campaigns through print and social media.
 - f. Joins and participates in local community associations.
2. Organizational
 - a. The ED ensures that supply of goods meets the current demands through partnerships, donations and purchases. The goal is to minimize purchasing goods to meet demand. The ED has been successful in shifting the business model to provide goods through partnerships and donations.
 - b. The ED maintains (as long as local regulations permit) a monthly food pantry and a weekly dinner.
 - c. Responsible for traffic and parking on the property for events.
 - d. Represents Project: NEEDS at all board meetings.
 - e. Develops new programs to meet emerging needs: i.e. Seniors, Pets, Hygiene.
3. Staff Management
 - a. Setting and supervising work hours for volunteers.

4. Guest Management
 - a. Must be able to compassionately and effectively handle guests with mental health issues.
5. Compliance
 - a. The ED remains informed of any and all local regulations and codes regarding the service.
 - b. Ensures community partners' guidelines are followed and any necessary paperwork is filed.
 - c. Works with local police and other organizations to provide a safe environment for all program participants.
6. Facility Management
 - a. The ED identifies, secures and maintains space to effectively run the program.
7. Administrative
 - a. Coordinating deliveries both of supplies and to families or individuals unable to drive.
 - b. Ensures the organization is responsive to phone calls, emails, letters into the office.
 - c. Ensures any necessary forms are completed and filed in a timely manner.
 - d. Is responsible to log and deliver to finance donations which come through the office.
8. Custodial
 - a. Ensures all food areas are clean and up to code.
 - b. Ensures all rented or donated areas are returned to their beginning condition.

We expect, with the cooperation of the board and local regulatory agencies, that the ED will continue to evolve the position and the program as follows:

- I. Financial Reporting
 - a. Reporting to the board actual program balances, budgets, fundraising, grants.
 - b. Reporting to the board estimates and projections on future balances, budgets, fundraising and grants.
2. Staff Development
 - a. Work with the board to find solutions for current Administrative and Custodial duties.
 - b. Develop and mentor volunteer staff where appropriate.
3. Technology
 - a. Works with the board to develop technological solutions to organizational and fundraising issues.
4. Compliance
 - a. Works with the board to ensure financial compliance with state, federal and IRS laws.

Benefits:

1. Annual Salary, retroactive to July 1, 2025 at \$40,000 per year, payable bi-monthly on the closest business day to the 15th and the last day of the month. This position is exempt and eligible for salary and benefits review on an annual basis in June. Factors considered for an increase each year are, but not limited to cost of living, performance and program financial viability.
2. Leave
 - a. Vacation
 - b. Sick
 - c. Holiday: At this time, there are no available paid holidays.
 - d. Personal or Career Development: The ED is entitled to time paid for education related to their position and function, depending on available program funds. If the time and or expense would exceed \$100 per annum, the ED will work with the board to ensure the costs of the proposed time would be covered prior to committing to the expense.
 - e. Bereavement: All staff are entitled to three (3) paid business days for loss of an immediate family member. The board may choose to increase bereavement leave on a case-by-case basis.
3. Health Care is not currently compensated.
4. Expense Account: The ED is entitled to time and expenses paid for costs related to their position and function, depending on available program funds. If the time and or expense would exceed \$100 per annum, the ED will work with the board to ensure the costs would be covered prior to committing to the expense.
5. Mileage: As of July 1, 2025 the IRS mileage rate is \$0.67 per mile. Any mileage paid under the old rate after July 1, 2025 will be retroactively compensated. Mileage is not subject to annual review and will be changed according to IRS guidelines.
6. Benefit subject to review on a yearly basis. Any benefits that would change in between times due to local, state or federal law will be reviewed immediately.

Organization structure: The ED reports to the SPUMC board and SPRC, the human resources committee. The ED will advise SPRC and ensure coverage for any planned short-term absence of three (3) weeks or less. The ED will work with SPRC and the board for any extended absences longer than three (3) weeks. The ED is responsible to the SPUMC board for financials, compliance, program development and community involvement. Because Project: NEEDS is a faith-based ministry, it is encouraged that the ED also work closely with clergy. Any issues involving clergy will be handled by SPRC.

PROJECT: NEEDS

A Hunger Outreach Program Of St. Paul's United Methodist Church Job Description:

Project: NEEDS Director

- Coordinates Tuesday Night's Dinner Service
- Coordinates Pantry Prep Events
- Coordinates Thursday Food Pantry
- Coordinates Special Projects and Tours
- Donation Pick Ups
- Manages Food Pantry
- Coordinates Volunteers
- Shopping For Tuesday Meal and Other Supplies
- Cooking Tuesday Night Meal
- Cleaning Facility
- Grant Writing
- Outreach

EXHIBIT III
INCOME LEVEL GUIDELINES*

<u>NO. IN FAMILY</u>	<u>LOW INCOME</u>	<u>VERY LOW INCOME</u>	<u>EXTREMELY LOW INCOME</u>
1	84,850	53,000	31,850
2	96,950	60,600	36,400
3	109,050	68,150	40,950
4	121,150	75,750	45,450
5	130,850	81,800	49,100
6	140,550	87,850	52,750
7	150,250	93,900	56,400
8	159,950	100,000	60,000

*U.S. Department of Housing and Urban Development. Effective 6/1/2025.

Income Level Guidelines includes gross income from all sources for all members in the household who are 18 years of age or older and not full-time students. Income from household members under 18 years of age who are more than half-time students is not included in gross income unless regular payment is received, such as child support, social security, or aid to dependent children.

EXHIBIT IV

CLIENT INTAKE SHEET

See attached documents.

PROJECT: NEEDS TUESDAY DINNER SIGN IN

DATE: _____

NAME	CITY OF RESIDENCE	NATIONALITY (CAUCASIAN, AFRICAN- AMERICAN, HISPANIC, ASIAN, ETC.)

Project Needs Client Information Form

Please fill out the following information and return the completed form. If you need help filling it out, please ask a volunteer for assistance. No information is shared with anyone or any other organizations. Please print all information.

New Client: Yes No

Date: _____

Name: _____

Street Address: _____ City: _____

Number of people in household: _____ Phone: _____

Ethnicity (Please circle one) African-American Caucasian Hispanic Native American

Pacific Islander Asian Other: _____

Name and date of birth of all children younger than 18 years old, living with you:

Name: _____	Birth Date: _____	Age: _____
Name: _____	Birth Date: _____	Age: _____
Name: _____	Birth Date: _____	Age: _____
Name: _____	Birth Date: _____	Age: _____
Name: _____	Birth Date: _____	Age: _____

EXHIBIT V
QUARTERLY SUMMARY SHEET

RACE/ETHNICITY

White _____
Black/African American _____
Asian _____
American Indian or Alaskan Native _____
Native Hawaiian or Other Pacific Islander _____
American Indian or Alaska Native AND White _____
Asian AND White _____
Hispanic/Latino _____
Black/African American AND White _____
American Indian/Alaska Native AND Black/African American _____
Other: _____

SEX

Female Head of Household _____ (i.e., female with dependent child)

INCOME

Total Redondo Beach Clients _____

Total Low Income _____ (51%-80% Area Median Income)
Total Very Low Income _____ (31%-50% Area Median Income)
Total Extremely Low Income _____ (Equal to or less than 30%)
Total Non-Low Income _____

Agency Director

Agency Name

EXHIBIT VI

**PUBLIC SERVICE AGENCY EXPENDITURE REPORT
CITY OF REDONDO BEACH DEPARTMENT OF COMMUNITY SERVICE**

1. Contractor's Name: _____ 2. Address of Contractor: _____
3. Fiscal Year Report No. _____ 4. Report Period
Month or Quarter _____
5. Contact Person: _____ 6. Telephone No.: _____

REQUEST FOR PAYMENT

1. Total Cumulative Expenditures (Section II, Column C-2, Line 5) \$ _____

2. Reimbursements to Date \$ _____

3. Amount Requested for Payment \$ _____

CITY USE ONLY

Date Report Received _____ *Amount* _____
Authorized _____

Date Report Reviewed _____ *Reviewed By* _____

II. CITY FUNDED EXPENDITURES

A. LINE ITEM COSTS	B. PROGRAM BUDGET	C. EXPENDITURES		D. AVAILABLE BALANCE
		1. Current	2. Cumulative	
1. Staff Salary: wages				
2. Equipment				
3. Rent/Lease Costs				
4. Other				
5. Total Costs				

EXHIBIT VII

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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	License # 0757776 HUB International Insurance Services Inc. 600 Corporate Pointe Suite 600 Culver City, CA 90230	CONTACT Elizabeth Maddelina NAME: PHONE (A/C, No, Ext): (310) 568-5931 FAX (A/C, No): E-MAIL ADDRESS: elizabeth.maddelina@hubinternational.com
		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company 18058
INSURED	St. Paul's United Methodist Church 2600 Nelson Ave. Redondo Beach, CA 90278	INSURER B: GuideOne Specialty Mutual Insurance Company 14559 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:				REVISION NUMBER:	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:	X		.PHPK2638063	1/1/2026	3/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			.PHUB894460	1/1/2026	3/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001212963	7/1/2025	7/1/2026	PER STATUTE <input type="checkbox"/> OTH- E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Redondo Beach, its agents, officers, elected and appointed officials, employees & volunteers are additional insured on the general liability policy, per form #CG2026 0413, with respects to liability arising out of work or operations performed by on behalf of the named insured for "Project Needs".

Note: Effective date of coverage is 1/1/2026 - 1/1/2027.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach
Recreation & Community Service Dept
1922 Artesia Blvd
Redondo Beach, CA 90278

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Redondo Beach its Officers, elected and appointed officials, employees and volunteers

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.