

CITY OF REDONDO BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE FUNDING AGREEMENT

CONTRACTOR: DISABILITY COMMUNITY RESOURCE CENTER

PROJECT TITLE: INDEPENDENT LIVING SERVICES (ILS) PROGRAM

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**AGREEMENT BETWEEN THE CITY OF REDONDO BEACH
AND DISABILITY COMMUNITY RESOURCE CENTER
RELATING TO ILS PROGRAM**

THIS AGREEMENT ("Agreement") is entered into between the City of Redondo Beach, a chartered municipal corporation ("City") Disability Community Resource Center, a California nonprofit corporation ("Contractor"), with reference to the following: Independent Living Services ("ILS") Program.

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. Disability Community Resource Center, a California nonprofit corporation organized under the laws of the State of California, having its principal offices at 12901 Venice Boulevard, Los Angeles, California 90066.

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:

Thomas J. Hill, Executive Director
Disability Community Resource Center
12901 Venice Boulevard
Los Angeles, California 90066

3. The accountant or financial representative of the Contractor shall be Susan Pearson, Senior Accounting Manager.

4. 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 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 per-unit cost of service for Contractor's services. The budget 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 Descriptions. A compilation of the individual job descriptions for all 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. This Agreement funds DCRC Independent Living Services that are provided to City residents. During the term of this Agreement, at least 1.33% percent of the total persons served by the CDBG-funded activity shall reside in the City.
2. Contractor shall ensure fifty-one percent (51%) of the City residents served under this funding Agreement meet the low and moderate income guidelines as determined by HUD, as described in Exhibit III, attached hereto and by this reference incorporated herein. Because disabled persons are considered a HUD "limited clientele" category, it is anticipated that these clients will meet the guidelines.
3. Contractor shall verify City residency by checking a driver license, utility bill, passport or other means of comparable identification.
4. Contractor shall document disability for each CDBG-funded client,

as provided in Exhibit VI, attached hereto and by this reference incorporated herein.

5. Contractor shall submit a "Quarterly Summary Sheet," as provided in Exhibit IV, 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 operate the DCRC Independent Living Services Program at its Main Office, 12901 Venice Blvd., Los Angeles, CA 90066.
2. Contractor shall ensure that the DCRC Independent Living Services Program offers the following services to persons with disabilities:
 - Independent living skills training in personal care and community mobility;
 - Recruitment and placement of personal care assistants;
 - Advocacy assistance for consumers seeking benefits and services;
 - Housing information and advocacy;
 - Counseling for individuals, groups and families; and
 - Information and referral for equipment and services.
3. Contractor's hours of operation at the Main Office shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday and at an accessible satellite office located at the Beach Cities Health District Offices (the third Friday of each month from 9:00 a.m. to 1:00 p.m.).
4. Contractor shall make (and perform if required) the following services available to City residents during its normal business hours at its main office and if space is available, at the Beach Cities Health District Offices.
 - Benefits Advocacy;
 - Personal Assistance Services;
 - Peer Counseling;
 - Housing Advocacy;
 - Independent Living Services; and
 - Information and Referral Services.
5. Contractor shall ensure its Comptroller maintains accounting records and submits financial reports required under this Agreement.

C. Intended Beneficiaries

Contractor shall ensure eight (8) unduplicated City residents will be served during the contract period. Contractor shall only count clients

once even if the clients receive more than one type of service. Contractor shall ensure that four (4) City residents will be call-in clients (duplicated), and assist them on the telephone with information and referral services.

ARTICLE III

DUTIES OF THE CITY

301. Compensation

- A. The City shall pay to the Contractor an amount not to exceed \$7,538 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 on a quarterly basis within 45 days of City's receipt of Contractor's "Public Service Agency Expenditure Report" (Exhibit V) and the "Quarterly Summary Sheet" (Exhibit IV), 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 V, 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

- A. 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.
- B. 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.

504. 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.

505. 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).
- C. 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.
- D. 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.
- E. 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

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.

- A. 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; and
 15. All applicable provisions, conditions, and assurances contained in
 16. 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).
 17. HUD’s Equal Access Rule (24 C.F.R. §§ 5.105(a)(2), 5.403) to the extent applicable to the street outreach and engagement services as described in this Agreement.
- B. 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, or national origin 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:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend the Contractual Agreement in accordance with section 702; and
- D. 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

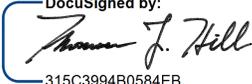
This Agreement includes 19 pages and seven exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DISABILITY COMMUNITY RESOURCE
CENTER, a California nonprofit corporation

James A. Light, Mayor

DocuSigned by:

315C3994B0584EB...
By: _____
Name: Thomas J. Hill
Title: Executive Director
2/10/2026 | 1:26 PM PST

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

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: Disability Community Resource Center

Program Title: Independent Living Services (ILS) Program

<u>Cost Category</u>	<u>CDBG Share</u>	<u>Agency Share</u>	<u>Total Cost</u>
Personnel	\$6,788	\$8,412	\$15,200
Lease/Rent			
Equipment			
Supplies			
Professional Services			
Other*	\$750	\$750	\$1,500
Total	\$7,538	\$9,162	\$16,700

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

*Other includes indirect costs @ 10%

EXHIBIT II
JOB DESCRIPTIONS

See attached document.



DESCRIPTION

POSITION TITLE: Comprehensive Services Specialist II
CLASSIFICATION: Non-Exempt
REPORTS TO: Program Manager

SUMMARY

The Comprehensive Services Specialist II (CSS II) is under the direction and supervision of the Program Manager and is responsible for traditional CSS II duties.

RESPONSIBILITIES

- Conduct initial interviews with new DCRC members, including collecting all information requested by DCRC and completing all documentation requested by DCRC.
- Develop transportation goals with DCRC members and distribute transportation assistance to eligible DCRC members.
- Provide three (3) hours of outreach per quarter (3 months) for a total of 12 hours a year with one (1) hour dedicated to presenting a substantive presentation to a group of 5 or more people and the two (2) hours dedicated to representing DCRC at a resource fair or other similar community event.
- Conduct comprehensive assessments and evaluations of individuals to determine their goals and desires for services.
- Develop and implement Independent Living Plans in collaboration with members, DCRC and other community service providers.
- Participate in member service meetings with DCRC and community service providers.
- Provide goal oriented resource management services around adjustment to disability and/or life situation on a group, family and/or individual basis.
- Advise individual members, community agencies and organizations of available services.
- Educate and train members around specific activities of daily living issues.
- Educate community about specific issues affecting people with disabilities and the frail elderly individuals to increase their knowledge of DCRC services and Independent Living philosophy.
- Provide Peer Counseling as needed and appropriate
- Engage in advocacy activities focused on the rights of people with disabilities.
- Participates on self-directed work teams and staff committees.
- Perform other duties as assigned by the Program Manager.

UNION REPRESENTATION

This position is a bargaining unit position. As such, the position is represented by the union, the Association of Disabled Service Employees (APDSE). Membership to the APDSE is optional; however, the APDSE is certified to represent the positions within the bargaining unit at DCRC.

I HAVE READ AND UNDERSTAND THIS JOB DESCRIPTION.

Employee Signature

Date

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
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 V

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

- | | |
|---------------------------------|--|
| 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.: |

I. 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

<i>Date Report Received</i> _____	<i>Amount Authorized</i> _____
<i>Date Report Reviewed</i> _____	<i>Reviewed By</i> _____

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 VI
APPLICATION

See attached document.



DISABILITY
COMMUNITY
RESOURCE
CENTER

Application Form

Name: _____ Today's Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Home: (____) _____ Cell: (____) _____ Work: (____) _____

E-mail: _____

Date of Birth: _____ Gender: _____ Ethnic Group: _____

Marital Status: _____ Are you a Veteran? Yes No

Who referred you to DCRC? _____

Are you, or have you ever worked with anyone at DCRC? Yes No

If yes, staff name: _____

Were you referred by the Department of Rehabilitation? Yes No

Counselor's Name: _____ Phone number: (____) _____

Current Housing Status: _____ Number of persons in household: _____

Do you or anyone in your household have unmet employment needs? Yes No

Have you missed or been late on a home rental or mortgage payment within the last 12 months? Yes No

Do you or anyone in your household have an unmet childcare/afterschool need?
 Yes No

Do you have any children under the age of 16? Yes No

Education Level: How many years of schooling have you had? _____

If you are eligible to vote, would you like to register today? Yes No
 Already Registered

Disability: Please specify your disabilities

Physical: _____

Mental: _____

Learning: _____

Onset of Disability: _____

Visual: _____

Hearing: _____

Other: _____

Income Source: How much is your income for each source?

SS Retirement \$ _____ SDI \$ _____ SSDI \$ _____ SSI \$ _____

VA Benefits \$ _____ General Relief \$ _____ Cal Fresh \$ _____

Unemployment \$ _____ Employment \$ _____ Other: \$ _____

SR Revised 5/8/2018

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.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY All-Cal Insurance Agency		NAMED INSURED Disability Community Resource Center	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer A: Policy No. PAC 2607774 07
Effective 07/01/2025 - 07/01/2026

Professional Liability: \$1,000,000 / \$3,000,000
Abuse or Molestation: \$1,000,000 / \$3,000,000
Liquor Liability: \$1,000,000 / \$3,000,000
Employee Dishonesty: \$300,000 (Deductible: \$3,000)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

- 3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

- 1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- 3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

- 2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
- (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd) be neither expected nor intended from the standpoint of any insured; and
- (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff) not originate at or from a storage tank or other container, duct or piping which:
 - a. is below the surface of the ground or water; or
 - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

- 2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. 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:

- a. required by the contract or agreement; or
- b. 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.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary 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.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

- h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE BUSINESS AUTO BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following form:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included	2
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included	2
Leased Auto Coverage	Included	3
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included	4
Supplementary Payments - Bail Bonds	\$5,000	4
Supplementary Payments - Loss of Earnings	\$1,000 per day	4
Fellow Employee	Included	5
Physical Damage Coverage Extensions - Towing	\$200 - any auto	5
Physical Damage Coverage Extensions - Glass Breakage	No Deductible	5
Physical Damage Coverage Extensions - Transportation Expenses	\$100 per day, \$3,000 max	5
Hired Auto Physical Damage Coverage	\$100 per day, \$3,000 max	5
Total Theft of a Covered Auto	\$500 - personal items, \$1,000 - reasonable expenses to return stolen auto	6
Auto Loan / Lease Gap Protection	Included	6
Customization Coverage	\$2,000	7

Coverage	Limit of Insurance	Page
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000	7
Rental Reimbursement Coverage	\$100 per day up to 30 days	8
	\$500 for reasonable expenses to remove and replace your materials and equipment	8
Accidental Discharge - Airbag Coverage	Included	8
Original Equipment Manufacturer OEM Part Replacement	Included	8
Multiple Deductibles	Included	8
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included	8
Blanket Waiver of Subrogation By Written Contract	Included	9
Unintentional Failure to Disclose Hazards	Included	9
Mental Anguish	Included	9

A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended by adding the following:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

B. AUTOMATIC ADDITIONAL INSUREDS - BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under:

- a. a written contract or written agreement:
 - (1) in effect on the date of the "accident"; and

(2) signed by all parties prior to the "accident."

This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However;

- a. the insurance afforded to such Additional Insured only applies to the extent permitted by law; and
- b. if coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.

With respect to insurance provided to an Additional Insured the following provisions apply:

- a. 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.
- b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
- c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
- d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - (1) Required by the written contract or written agreement; or
 - (2) Available under the applicable Limits of Insurance show in the Declarations;
 whichever is less.

C. LEASED AUTO COVERAGE

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage is amended by adding the following:

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

The coverages provided under this endorsement apply to any "leased auto" described in the

Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

SECTION IV - BUSINESS AUTO CONDITIONS, A.4. Loss Payment - Physical Damage Coverages is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

SECTION V - DEFINITIONS is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended by adding the following:

The following are "insureds":

- a. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form except:
 - (1) Any subsidiary that is an insured under any other automobile liability policy.
 - (2) Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- b. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
 - (1) For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
 - (2) If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

E. SUPPLEMENTARY PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(2) is deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(4) is deleted and replaced with the following:

- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE

SECTION II - LIABILITY COVERAGE is amended to add the following after Paragraph **B.5.b**:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. Coverage afforded by this section is excess over any other collectible insurance.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this coverage extension only that amount of Transportation Expenses which is not already provided under **O. Rental Reimbursement Coverage** of this endorsement.

J. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

- a. The most we will pay for any one "accident" or "loss" the lesser of:

- (1) the actual cash value of the covered "auto" at the time of the "loss"; or

(2) the actual cost to repair or replace such covered "auto" at the time of the "loss."

- b. The Limit of Insurance as determined under Paragraph **J.a.**, above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto." This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto." No deductible applies to "loss" caused by fire or lightning.
- c. The coverage provided by this coverage extension will be excess over any other collectible insurance.
- d. Subject to Paragraphs **J.a**, **J.b** and **J.c**, above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
- e. For coverage provided under this coverage extension, the last sentence of Paragraph **A.4.b** under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

K. TOTAL THEFT OF A COVERED AUTO

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

- a. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
- b. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

L. AUTO LOAN / LEASE GAP PROTECTION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto," less the following:

- a. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto", and
- b. Any:
 - (1) overdue lease or loan payments at the time of the "loss";
 - (2) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) security deposits not returned by the lessor;

- (4) costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) carry-over balances from previous loans or leases.

M. CUSTOMIZATION COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

- a. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
- b. our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
 - (1) the actual cash value of the stolen or damaged property;
 - (2) the amount necessary to repair or replace the property; or
 - (3) \$2,000.

This coverage does not apply to electronic equipment.

N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.

The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:

- a. the actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
- b. the actual cost of:
 - (1) replacing the damaged or stolen property with other property of like kind and quality; or
 - (2) repairing the damaged property.without deduction for depreciation; or
- c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

O. RENTAL REIMBURSEMENT COVERAGE EXTENSION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:

We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under **I. Transportation Expenses** of this endorsement.

P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B.3.a is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown, but this exclusion does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT

SECTION III - PHYSICAL DAMAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

R. MULTIPLE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE, D. Deductible, is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is deleted and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.b(2) is deleted and replaced with the following:

(2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5 is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B.2. is amended to add the following:

Failure of the "Insured" to disclose all exposures or hazards existing as of the effective date of this Coverage Form will not invalidate or adversely affect coverage for such exposure or hazard, provided such failure is not intentional on the part of the "Insured". However, you must report the undisclosed exposure or hazard to us as soon as practicable after you discover the exposure or hazard.

V. MENTAL ANGUISH

The definition of "**Bodily Injury**" in **SECTION V - DEFINITIONS** is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.