LETTER OF AGREEMENT
FOR
FUNDING AND OPERATION OF REDONDO BEACH EMERGENCY HOMELESS SHELTER

WHEREAS, this Letter of Agreement (hereinafter "Agreement") is entered into on the October 1, 2025 ("Effective Date") by and between the County of Los Angeles, a body politic and corporate, organized and existing under the laws of the State of California (hereinafter "County"), and the City of Redondo Beach, a chartered municipal corporation (hereinafter "City"). The County and City are each individually a "Party" and collectively the "Parties" to this Agreement;

WHEREAS, many cities and counties are using pallet units to address the homeless crisis which can quickly be set up to provide shelter to persons experiencing homelessness ("PEH") in an expeditious manner;

WHEREAS, the City has developed an emergency shelter project located at 1521 Kingsdale Ave, Redondo Beach ("City Shelter") with twenty pallets units to house PEH;

WHEREAS, the Parties desire to cooperate to fund the operation of the City Shelter, including provision of Intensive Case Management Services ("ICMS") and related supportive services to PEH placed at the City Shelter, including mental health, drug and substance abuse programming, and other services to find permanent housing;

WHEREAS, the County through its Department of Health Services ("DHS"), may procure services under its Supportive and/or Housing Services Master Agreement ("SHSMA") or County contractor(s) to deliver ICMS at the City Shelter; and

WHEREAS, the City and DHS desire to set forth the terms and conditions of the City and County's respective funding and operational responsibilities for the City shelter.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement: The term of this Agreement begins on the Effective Date and continues for a period of six (6) months ("Term"), with the option of extending the term as may be agreed to by the Parties ("Extension Term(s)") subject to the mutual consent of the Parties in writing.

2. Amount Not to Exceed and Payment of Funds: City will provide the sum of **$145,927.74** ("Funding") for the Term, which shall be payable to County in the amount of $24,321.29 per month. County shall submit the invoice(s) to the City for review and approval. City will pay the County within forty-five days of its receipt of the invoice. Additional Funding for any Extension Term(s) shall be as determined by the Parties' mutual consent and written amendment hereto.

3. Purpose of Funds: The County shall use the funds provided by the City pursuant to this Agreement solely for Supportive and/or Housing Services Master Agreement ("SHSMA") work order(s) with County contractor(s) who will provide Intensive Case Management Services ("ICMS") to PEH placed into the City Shelter.

4. County Responsibilities: The County, through DHS, will manage the contractor(s) providing ICMS services at the City Shelter pursuant to a SHSMA issued work order and shall

provide ICMS service for the PEH referred by City to County for placement in the City Shelter during the Term.

County shall ensure the delivery of services, monitor the work order(s) and diligently enforce the terms of SHSMA and promptly inform the City of any non-compliance by any SHSMA contractor providing work pursuant to this Agreement.

The County shall maintain all records in accordance with generally acceptable accounting principles as further set forth in the terms and conditions of the Master Agreement by and between the County of Los Angeles Department of Health Services and its contractor, as in effect during the term of this Agreement and is incorporated herein by reference. The City shall have the right to review all records and to perform audits of such records during the Term of this Agreement and for a period of five years thereafter in order to verify compliance with the terms of this Agreement.

For the avoidance of doubt, nothing in this Agreement shall require the County to disclose, or permit the City to access, any Protected Health Information ("PHI"), Personally Identifiable Information ("PII"), or other client-level confidential information protected under federal or state law. The City's audit and review rights shall extend only to financial, contractual, and programmatic records necessary to confirm compliance with this Agreement.

5. City Responsibilities: The City will provide the pallets and access to the shelter space at no cost to the County or its subcontractor(s).

6. Early Termination: City retains the right in its sole discretion to cease operation of the City Shelter. Notwithstanding the foregoing, City shall provide County with 10 days advance written notice of its intent to close the City Shelter.

7. Fixtures and Personal Property: County and its contractor may remove, at its own expense, during or at the expiration of the term or other termination of this Agreement, all fixtures, equipment, furniture, and all other personal property (collectively "County Equipment") placed or installed in or upon the City Shelter by County or its contractor.

8. Indemnity Clause: Each party shall indemnify, defend, and hold harmless the other, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to, demands,
claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the indemnitees.

9. Insurance: County shall comply with the insurance requirements set forth in Attachment A.

10. Recital and Attachments: The recitals set forth above and the attachment listed below is incorporated as a term and condition of this Agreement:

Attachment A: Insurance Requirements for the County

11. Survival: The obligations set forth in Section 46 (County Responsibilities) pertaining to recordkeeping, audit, and confidentiality and privacy provisions, Section 7 (Fixtures and Personal Property), Section 8 (Indemnity Clause), and Section 9 (Insurance) shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and City has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

By: _____
James A. Light, Mayor

Date _____

By: Signed by: Christina R. Ghaly 029181E30DD2416...
Christina R. Ghaly, M.D., Director
Los Angeles County Department of Health Services

Date 10/16/2025 | 11:52 AM PDT

Approved as to form:

By: _____
Joy A. Ford
City Attorney

Approved as to form:

By: Signed by: Lynette Clyde 2E7D623784264B9...
Lynette Clyde
Deputy County Counsel

Attest:

_____
Eleanor Manzano, CMC
City Clerk

ATTACHMENT A

INSURANCE REQUIREMENTS FOR THE COUNTY

Without limiting County's indemnification obligations under this Agreement, County 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 County, 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 CG 0001).

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

County 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.

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 County 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 shall 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 County. General liability coverage can be provided in the form of an endorsement to the County'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 County.

For any claims related to this project, the County'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 County'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 County'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

County 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

County 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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N Brand Boulevard, Suite 100
Glendale CA 91203

License#: 0D69293

CONTACT NAME: Rachael Orman
PHONE (A/C, No, Ext): 818 539 9422 **FAX (A/C, No):** 818 539 1510
E-MAIL ADDRESS: Rachael_Orman@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : Hudson Excess Insurance Company	14484
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Harbor Interfaith Services, Inc.
South Bay Auxiliary of Harbor Interfaith Services
670 W. 9th St.
San Pedro CA 90731

HARBINT-01

COVERAGES **CERTIFICATE NUMBER:** 248712262 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2709876-000	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			PHPK2709876-000	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			PHUB918948-000	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCC335155A-25	4/1/2025	4/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Directors & Officers			HFP-HE-NPP-9742-040125	4/1/2025	4/1/2026	Per Claim Aggregate Retention	$1,000,000 $2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy: Abuse and Molestation Liability
Policy#: PHPK2709876-000
Carrier: Philadelphia Indemnity Insurance Company
Policy Term: 4/1/2025 To 4/1/2026
Per Claim: $1,000,000 / Aggregate: $3,000,000

See Attached...

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cruz

AGENCY CUSTOMER ID: HARBINT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Harbor Interfaith Services, Inc. South Bay Auxiliary of Harbor Interfaith Services 670 W. 9th St. San Pedro CA 90731
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

Policy: Professional Liability
Policy#: PHPK2709876-000
Carrier:Philadelphia Indemnity Insurance Company
Policy Term: 4/1/2025 To 4/1/2026
Per Claim: $1,000,000 / Aggregate: $3,000,000

Policy: CRIME
Policy#: MML-003833-0425
Carrier: Atlantic Specialty Insurance Company
Policy Term: 4/1/2025 To 4/1/2026
Employee Theft: Limit: $1,000,000/ Deductible: $10,000
Forgery or alteration: Limit: $1,000,000/ Deductible: $10,000
Theft of money and securities : $1,000,000/ Deductible: $10,000
Robbery or burglary of other property : $1,000,000/ Deductible: $10,000
Money and Security : $1,000,000/ Deductible: $10,000
Computer Fraud and Funds Transfer Fraud:$1,000,000/ Deductible: $10,000

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	All Insured Premises and Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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 by 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.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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