

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

CONTRACTOR: THE SALVATION ARMY

PROJECT TITLE: SALVATION ARMY MEALS

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**AGREEMENT  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND THE SALVATION ARMY  
RELATING TO MEALS PROGRAM**

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THIS AGREEMENT ("Agreement") is entered into between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and the Salvation Army, a California Nonprofit Corporation ("Contractor"), with reference to the following: Meals Program.

**WITNESSETH**

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

WHEREAS, the City has received the Community Development Block Grant ("CDBG") from the Grantor to administer City programs as described in the City's Grant Agreement with the Grantor ("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. The Salvation Army, a nonprofit institution incorporated under the laws of the State of California, having its principal offices at 30840 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275

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:  
Cameron Harding, Community Services Director  
Community Services Department  
1922 Artesia Blvd.  
Redondo Beach, California 90278
2. The Administrative representative of the Contractor shall be:  
Major Juliano Santos  
The Salvation Army - Redondo Beach Corps  
125 W. Beryl Street  
Redondo Beach, California 90277
3. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail. Notice by mail shall be deemed communicated as of the date of mailing.

103. Time of Performance

The term of this Agreement shall commence on July 1, 2021 and end June 30, 2022, 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. Option to Renew

City is hereby granted an option to renew this Agreement subject to the same terms and conditions for an additional one-year period commencing

after expiration of the term of this Agreement. This option shall be exercised upon City providing written notice to Contractor not less than 15 days prior to the expiration of the term of this Agreement.

105. Conditions Precedent

- A. Prior to the execution of this Agreement, the parties have cooperated in the preparation of the following:
  - 1. Program Budget. A summary by cost category of the projected annual expenditures for approved CDBG-funded items and salaries. Budgets described herein shall be adhered to unless modified and approved in writing as provided by section 606 of this Agreement. The Program Budget is attached hereto as Exhibit I and by this reference incorporated herein.
- 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 shall fund part of the Salvation Army Meals Program. Contractor shall ensure approximately sixty-seven percent (67%) of the total clients served in the Meals Program shall reside in the City .
- 2. Contractor shall ensure that at least fifty-one percent (51%) of the clients served under this funding agreement shall meet the low and moderate income guidelines as determined by the U.S. Department of Housing and Urban Development, as described in Exhibit II, attached hereto by this reference and incorporated herein. It is likely Meals Program clients will automatically meet income

guidelines because, as elderly and disabled persons, HUD defines them as a "limited clientele".

3. The Contractor shall document residency for each CDBG-funded client, as provided in Exhibit III, attached hereto and by this reference incorporated herein.
4. The Contractor shall document either age or disability for each CDBG-funded client as follows.
  - a. Age shall be documented by checking driver license, passport or other comparable means of identification.
  - b. Disability shall be documented, as provided in Exhibit VI, attached hereto and by this reference incorporated herein.
5. Contractor shall submit a "Quarterly Summary Sheet" (Exhibit IV) and a "Public Service Agency Expenditure Report" (Exhibit V) to the City with each request for payment. The City may withhold payment if the Contractor does not submit the Quarterly Summary Sheet and Expenditure Report.

**B. Services to be Provided**

1. Contractor shall operate the Meals Program from its office located at 125 W. Beryl, Redondo Beach 90277.
2. Contractor shall provide hot, nutritious meals to low income elderly and homebound clients. Contractor shall charge a fee of \$4.50 per meal for the City and the cities of Hermosa Beach and Manhattan Beach. Contractor shall charge \$5.50 for other surrounding cities, including Torrance and Palos Verdes. If a client cannot afford the fee, Contractor shall provide meals at no cost. Contractor shall ensure the meals include meat, vegetables, potatoes, pasta, or rice, salad, fruit, bread and butter, and dessert.
3. Contractor shall prepare the meals in Contractor's kitchen, and deliver to the meals to clients daily between 10:00 a.m. and 12:00 noon. Contractor shall deliver meals five (5) days per week, Mondays through Fridays. Contractor shall make frozen meals available for reheating on the weekend if desired by the client.

**C. Intended Beneficiaries**

1. Contractor shall ensure forty-five (45) City residents will be served by this program during the contract period.



## ARTICLE III

### DUTIES OF THE CITY

#### 301. Compensation

- A. The City shall pay to the Contractor an amount not to exceed \$6,500 for complete and satisfactory performance of the terms of this Agreement; for the period July 1, 2021 through June 30, 2022 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 Grant funds provided to the City by the Grantor. 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.

#### 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, 2021 through June 30, 2022 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.

Unless other arrangements are made, the City will issue reimbursement checks within 45 days of City's receipt of Contractor's "Public Service Agency Expenditure Report" (Exhibit 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 the Grantor 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) be the property of the City; (2) be used solely to offset the operating expenses of the activities funded by this Agreement; and (3) 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 fifth day of each 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. Activities funded with CDBG Funds are subject to federal record retention policy per 91.105(h). Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor 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 the Grantor, 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 rights 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 system, 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 Agreement suspension or termination in accordance with sections 702 and 703 of this Agreement.
- B. Expenditures shall be made in conformance with the Program Budget (Exhibit I).
- C. Financial records as required by 2 CFR Part 200 as amended by 24 CFR 570.502, and

Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- 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 the U.S. Department of Housing and Urban Development, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.
606. Amendment(s) to this Agreement  
Either party may request an Amendment to this Agreement. Amendments to this Agreement must be in writing and properly executed by both parties and approved by the City Council.
607. Compliance with Statutes and Regulations
- A. The Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation, laws and regulations pertaining to labor, wages, hours and other conditions of employment, and the City's Affirmative Action Plan.
  - B. Examples of applicable statutes, rules, or regulations include, but are not limited to the following:

1. Financial records as required by 2 CFR Part 200 as amended by 24 CFR 570.502, and Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Copeland "Anti-Kickback" Act (18 USC 874) (39 CFR, Part 3);
3. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5);
4. Clean Air Act, as amended (42 USC 1857, et seq.);
5. Federal Pollution Control Act, as amended (33 USC 1251, et seq.);
6. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and implementing regulations;
7. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
8. Section 3 of the Housing and Urban Development Act of 1968, as amended; and the implementing regulations at 24 CFR Part 135;
9. Section 503, Affirmative Action for Handicapped Workers (\$2,500+);
10. Section 402, Affirmative Action for Vietnam Era Veterans (\$10,000+);
13. The Age Discrimination Act of 1975, as amended, 42 USC 6101, et seq.) and implementing regulations;
14. Executive Order 11246, Non-Discrimination;
15. 24 CFR part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
16. The assurances made by the City to the U.S. Department of Housing and Urban Development in its application for funds under Title I of the Housing and Community Development Act of 1974, as amended; and
17. The Grant Agreement between the City and the U.S. Department of Housing and Urban Development which is



subject to Title I of the Housing and Community Development Act of 1974, as amended, including its General Terms and Conditions, which are hereby incorporated by reference (Provisions therein include "Section 3" compliance, Flood Disaster Protection, Equal Employment Opportunity, Lead-Based paint Hazards, Compliance with Air and Water Acts, Nondiscrimination).

- C. Religious organizations must comply with the following conditions:
1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
  2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

608. Waivers

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

609. Independent Contractor

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

- B. Contractor shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

610. Attorney's Fees

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

611. Nondiscrimination Provision

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, creed, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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.

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

625. Authority

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

## ARTICLE VII

### DEFAULTS, SUSPENSION AND TERMINATION

701. Defaults

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

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;

3. Suspend the Contractual Agreement in accordance with section 702; and
4. Terminate the Agreement in accordance with section 703.

702. Suspension

- A. The City, by giving written notice, may suspend all or part of the project operations for failure of the Contractor to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Failure to take necessary corrective actions will result in withheld funds. The City shall have final authority to determine whether or not Contractor is in full compliance.
- E. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with section 601.B. Performance shall not resume without the prior written approval of City.

703. Termination

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

necessarily incurred in the satisfactory performance of this Agreement.

- E. The foregoing Subsections B, C and D shall also apply if the Agreement terminates upon the date specified in section 103 or upon contractor's completion of performance.

## ARTICLE VIII

### ENTIRE AGREEMENT

801. Complete Agreement

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

802. Number of Pages and Attachments

This Agreement includes 23 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 7<sup>th</sup> day of September, 2021.

CITY OF REDONDO BEACH

THE SALVATION ARMY

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## EXHIBIT I

### PROGRAM BUDGET

**JULY 1, 2021 - JUNE 30, 2022**

Agency Name: The Salvation Army Redondo Beach Corps Community Center

Program Title: Meals Program

| <u>Cost Category</u>  | <u>CDBG Share</u> | <u>Agency Share</u> | <u>Total Cost</u> |
|-----------------------|-------------------|---------------------|-------------------|
| Personnel             | -                 | \$156,936           | \$156,936         |
| Lease/Rent            | -                 | \$1,930             | \$1,930           |
| Equipment             | -                 | \$2,580             | \$2,580           |
| Supplies              | \$6,500           | \$149,255           | \$155,755         |
| Professional Services | -                 | \$900               | \$900             |
| Other*                | -                 | \$99,252            | \$99,252          |
| Total                 | \$6,500           | \$410,853           | \$417,353         |

Please indicate whether you will bill on a monthly \_\_\_\_ or quarterly \_\_X\_\_ basis.

|                      |                 |
|----------------------|-----------------|
| *Utilities/Occupancy | \$61,590        |
| Miscellaneous        | \$2,224         |
| Admin Expense        | <u>\$35,438</u> |
|                      | \$99,252        |



**EXHIBIT II**  
**JOB DESCRIPTIONS**

**SALVATION ARMY DOES NOT USE CDBG FUNDS FOR STAFFING EXPENSES.**

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**EXHIBIT III**  
**INCOME LEVEL GUIDELINES\***

| <u>NO. IN<br/>FAMILY</u> | <u>LOW<br/>INCOME</u> | <u>VERY LOW<br/>INCOME</u> | <u>EXTREMELY<br/>LOW INCOME</u> |
|--------------------------|-----------------------|----------------------------|---------------------------------|
| 1                        | 66,250                | 41,400                     | 24,850                          |
| 2                        | 75,700                | 47,300                     | 28,400                          |
| 3                        | 85,150                | 53,200                     | 31,950                          |
| 4                        | 94,600                | 59,100                     | 35,450                          |
| 5                        | 102,200               | 63,850                     | 38,300                          |
| 6                        | 109,750               | 68,600                     | 41,150                          |
| 7                        | 117,350               | 73,300                     | 44,000                          |
| 8                        | 124,900               | 78,050                     | 46,800                          |

\*U.S. Department of Housing and Urban Development. Effective 4/1/2021.  
Income Level Guidelines includes gross income from all sources for all members in the household who are 18 years of age or older and not full-time students. Income from household members under 18 years of age who are more than half-time students is not included in gross income unless regular payment is received, such as child support, social security, or aid to dependent children.

**EXHIBIT IV**  
**CLIENT INTAKE SHEET**

Client Profile

Date\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Race/Ethnicity Status: This information is confidential and is only used for government reporting purposes. Please (x) the appropriate box:

RACE

☐ White

☐ American Indian or Alaska Native AND White

☐ Black/African American

☐ Asian AND White

☐ Asian

☐ Black/African American AND White

☐ American Indian or Alaska Native

☐ American Indian/Alaska Native AND  
Black/African American

Native Hawaiian or Other Pacific Islander

Other:\_\_\_\_\_

HISPANIC/LATINO ETHNICITY ☐ Yes ☐ No

☐ Yes, Mexican/Chicano

☐ Yes, Cuban

☐ Yes, Puerto Rican

☐ Yes, Other Hispanic/Latino:\_\_\_\_\_

Number in family:\_\_\_\_\_

Female head of household?\* (yes/no)\_\_\_\_\_

(\*Sole source of household income and supporting one or more dependents)

Annual income:\_\_\_\_\_ (dollar amount)

Disabled (yes/no):\_\_\_\_\_

I certify that all information on this sheet is accurate.

\_\_\_\_\_

Client signature



**EXHIBIT V**  
**MONTHLY SUMMARY REPORT**



RACE/ETHNICITY

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

SEX

# Female Head of Household \_\_\_\_\_ (i.e., female with dependent child)

INCOME

Total Redondo Beach Clients \_\_\_\_\_  
Total Low Income \_\_\_\_\_ (51%-80% Area Median Income)  
Total Very Low Income \_\_\_\_\_ (31%-50% Area Median Income)  
Total Extremely Low Income \_\_\_\_\_ (Equal to or less than 30%)  
Total Non-Low Income \_\_\_\_\_

\_\_\_\_\_  
Agency Director

\_\_\_\_\_  
Agency Name

## EXHIBIT VI

### PUBLIC SERVICE AGENCY EXPENDITURE REPORT City of Redondo Beach Department of Community Service

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

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#### I. REQUEST FOR PAYMENT

1. Total Cumulative Expenditures (Section II, Column C-2, Line 5) \$ \_\_\_\_\_  
2. Reimbursements to Date \$ \_\_\_\_\_  
3. Amount Requested for Payment \$ \_\_\_\_\_

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#### CITY USE ONLY

*Date Report Received* \_\_\_\_\_ *Amount Authorized* \_\_\_\_\_  
*Date Report Reviewed* \_\_\_\_\_ *Reviewed By* \_\_\_\_\_

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#### II. CITY FUNDED EXPENDITURES

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

## **EXHIBIT VII**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form 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

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 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 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.