CITY OF WEST HOLLYWOOD
SOCIAL SERVICES CONTRACT
2024-2025

AGENCY:

PROGRAM:

ADDRESS:

PHONE: WEBSITE:

This Contract ("Contract") is made and entered into this ____day of _____ 20____by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and the_____, [address] (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY chooses to contract for social services which benefit residents, business and property owners, employees, those who attend school, and community members who are homeless and spend the majority of their time in West Hollywood. INSERT DESCRIPTION OF SERVICES.

B. The CITY conducted an RFP to deliver services to the West Hollywood Community and the RFP was issued in _____(INSERT DATE) and selected CONTRACTOR as the preferred service provider;

C. The Contractor submitted a proposal and desires to provide to the CITY and its community members said social services. The CONTRACTOR is qualified to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services; and

D. It is beneficial to the CITY, its community members and the public welfare that these social services be provided.

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. CONTRACT. This Contract consists of this template and the following attachments: Exhibit A (Scope of Services, and Narrative) and Exhibit B (Budget Justification).

2. SCOPE OF SERVICES. The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by this reference.

3. TERM OF CONTRACT. This Contract shall be effective for a period not to exceed twelve months and shall in all cases end on _____ (INSERT DATE). Assuming continued community need for the service, satisfactory progress towards established program goals,

satisfactory compliance with all contract requirements including reporting and auditing requirements and the availability of funding, the City has the option to offer two one-year renewal options at the same compensation.

4. TIME OF PERFORMANCE. CONTRACTOR's said Scope of Services (Exhibit A) are to commence as follows:

   A. Grant Year 1: _____(INSERT DATE) and be completed not later than (INSERT DATE)

   Assuming continued community need for the service, satisfactory progress towards established program goals, satisfactory compliance with reporting and auditing requirements and availability of funding, optional one-year awards will commence as follows:

   B. Grant Year 2: _____(INSERT DATE) and be completed not later than _____(INSERT DATE).

   C. Grant Year 3: _____(INSERT DATE) and be completed not later than _____(INSERT DATE),

5. COMPENSATION, METHOD OF PAYMENT, AND QUARTERLY REPORT. CITY will pay CONTRACTOR an amount not to exceed the sum of _____ which shall constitute full and complete compensation to the CONTRACTOR for the performance of services. Said sum shall be paid for full performance of those services described in Exhibit A (Scope of Services) and said sum may be adjusted for unsatisfactory performance of those services described by Exhibit A (Scope of Services) to this Contract.
   or
   Said compensation shall be paid in installments by the CITY out of the CITY's General Fund Community Development Block Grant Funds or other funds as they become available. . The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice for those paid on a fee for service basis to the CITY for services performed to the CITY's satisfaction. For those paid on a fee for service basis, the CONTRACTOR shall submit quarterly invoices describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. No funds will be released to CONTRACTOR until both CONTRACTOR's program director and fiscal director have attended CITY-sponsored orientation sessions on program and fiscal reporting.

   On the fifteenth calendar day of each quarter (in the months of January, April, July, and October), CONTRACTOR shall submit to the City a Quarterly Program Report documenting the amount of services provided in the previous quarter and a Project Cost Report documenting the cost of services provided.

   On or before October 31, CONTRACTOR shall submit to the CITY a final closeout report consisting of a Project Cost Report documenting the cost of services provided in the grant year.

   Any money received by the CONTRACTOR hereunder and not expended for expenses incurred pursuant hereto in accordance with Exhibit B (Budget) to this Contract and during

the term of this contract shall be returned promptly to the CITY upon the expiration or termination of the term of this Contract.

6. ELIGIBILITY FOR SERVICES. CONTRACTOR shall provide services to residents, property and business owners, and persons who work, attend school, or spend a significant amount of time unhoused in the City of West Hollywood (collectively referred to as "West Hollywood community members") and shall document West Hollywood affiliation as a condition precedent to receipt of City funds. City funds may be used only to provide services to West Hollywood community members.

7. FEES. CONTRACTOR shall not charge clients for services provided. Clients must be informed of this policy.

8. **CONTRACT ADMINISTRATION**.

   A. The CITY's Representative. Unless otherwise designated in writing, _____, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

   B. Manager-in-Charge. For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Contract and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

   C. Responsibilities of the CITY. CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

   D. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Contract. All of the services required under this Contract will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Contract, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

9. PROGRAM EVALUATION AND REVIEW. CONTRACTOR shall make available for inspection its performance, financial, and all other records pertaining to the performance of this Contract to authorized CITY personnel to inspect and monitor its facilities and program operations, including the interview of CONTRACTOR staff and program participants as required by CITY. During such reviews, the confidentiality of those persons utilizing the services of the CONTRACTOR shall be respected. Should it be appropriate and necessary, and if the CITY agrees, identifying information such as the last names of service recipients may be deleted from such records. CONTRACTOR agrees to submit all data that are necessary to complete reports which may be required by CITY.

10. MONITORING AND EVALUATION. To ensure proper performance of this Contract and that the social services are conducted for the CITY and its residents, business and property

owners, and persons employed in CITY, persons who spend a significant amount of time unhoused in the CITY, and students who attend an educational institution in the CITY, the CITY will monitor, evaluate, and provide guidance to the CONTRACTOR in the performance of this Contract. Authorized representatives of the CITY shall have the right of access to all activities and facilities operated by the CONTRACTOR, and all CONTRACTOR's files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, Board of Directors, advisory committee and advisory board meetings, and observation of ongoing program functions. The CONTRACTOR will ensure the cooperation of its staff and board members in such efforts. The City Manager or the City Manager's designee will conduct periodic program progress reviews. These reviews will focus on the extent to which the planned program has impacted CITY community members and has achieved measurable goals.

The CONTRACTOR shall use a CITY-approved client evaluation system. Materials shall be made available for review by CITY staff as part of the program evaluation process. During such review the confidentiality of clients shall be respected.

CONTRACTOR agrees to prepare and submit Quarterly Cost Reports, and other reports as required by the CITY in accordance with "Exhibit B", which is attached hereto and incorporated herein by this reference. CONTRACTOR shall ensure that its employees and board members furnish such information which, in the judgment of CITY representatives, may be relevant to a question of compliance with contractual conditions with CITY, granting agency directives, or with the effectiveness, legality, and achievements of the program.

11. ACCOUNTING, AUDITING AND REVENUE DISCLOSURE REQUIREMENT. The CONTRACTOR must establish and maintain on a current basis an adequate accrual or modified accrual accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR certifies that it has previously filed with CITY its most recent certified annual audit listing all revenue received by CONTRACTOR from Federal, State, County, or CITY sources, or other governmental agencies. Such statement reflects the name and a description of such project or business activity, the dollar amount of funding provided by each and every governmental agency to each such project or business activity, and the full name of each such governmental agency.

    The CONTRACTOR shall make available for inspection and audit to CITY representatives, upon request, at any time during the term of this Contract and during a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with governmental monies, including the project funded under this Contract, whether or not such monies are received through CITY. All such books and records shall be maintained by the CONTRACTOR at a location within Los Angeles County.

    The CONTRACTOR agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the CITY the full amount of CITY's liability to the funding agency resulting from such audit exceptions. The CONTRACTOR agrees to have an annual audit performed by an independent Certified Public Accounting firm if CONTRACTOR receives Fifty Thousand Dollars ($50,000) or more

as a grant from CITY. A copy of the audited financial statements will be submitted to the CITY.

12. AUDITS. The CONTRACTOR's program will be audited in accordance with the CITY's policy and funding source guidelines. The CITY or its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of the CONTRACTOR. The CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR's program.

13. EXPENDITURES. Expenditures made by the CONTRACTOR in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit B (Budget) to this contract, unless prior written approval for an exception is obtained from the City Manager or the City Manager's designee. CONTRACTOR may not charge the CITY grant for administrative overhead costs in excess of 10% of the CITY grant amount.

14. RELIGIOUS AND POLITICAL ACTIVITIES. The CONTRACTOR agrees that funds under this contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this contract shall be used to promote religious or political activities. Further, the CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

15. CONTRACT ADMINISTRATION. The City Manager of the City, hereinafter called "City Program Director," or the City Manager's designee, shall have full authority to act for the City in the administration of this contract consistent with the provisions contained herein.

16. CITY COORDINATION OF SERVICE. The CONTRACTOR will act as a member of a larger CITY-wide service delivery system. CONTRACTOR will participate under the direction of CITY staff in planning and evaluating CITY services and in gathering information regarding community needs. CONTRACTOR is required to attend coordinating meetings as directed by the CITY.

17. CONTRACTOR PERSONNEL. CONTRACTOR must notify CITY in writing of all changes in administrative and fiscal staff having responsibility for this grant, whether or not these positions are directly funded by CITY and must submit resumes of all said personnel. CONTRACTOR must notify CITY in writing of all changes in membership of its Board of Directors.

18. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONTRACTOR's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Contract. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of CONTRACTOR's negligent or wrongful performance under this Contract, CONTRACTOR shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel

unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole active negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Contract.

For purposes of this paragraph:

- CITY means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City of West Hollywood.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Contract.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by CONTRACTOR and any of its officers, agents employees and subcontractors.

19. INSURANCE. Without limiting the CONTRACTOR 's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this Contract policies of insurance satisfactory to the CITY covering its operations hereunder. Such insurance shall be secured through a carrier satisfactory to the CITY. CITY has established a satisfactory rating for insurance carriers maintaining a Best's rating of A-:VII. Certificates of insurance evidencing coverage, along with policy endorsements, shall be delivered to the CITY no later than fifteen (15) days after execution of this contract. CONTRACTOR shall give CITY at least thirty (30) days written notice of any modification, change or cancellation of any policy of insurance or as allowed by the insurance carrier. The City reserves the right to waive certain insurance requirements based upon the services provided. CONTRACTOR is to acquire the following insurance coverage:

    A. GENERAL LIABILITY INSURANCE: The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    B. PROFESSIONAL LIABILITY INSURANCE: The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's

operations under this Contract, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

C. MEDICAL MALPRACTICE INSURANCE: If CONTRACTOR provides health services, any physician(s) or medical service provider(s) extending such services shall maintain medical malpractice coverage with limits not less than one million dollars ($1,000,000).

D. WORKERS' COMPENSATION INSURANCE: The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change or in accordance with the policy provisions. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY.

E. AUTOMOBILE LIABILITY INSURANCE: The CONTRACTOR shall maintain commercial automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person as appropriate.

F. SEXUAL/PHYSICAL ABUSE LIABILITY: Any CONTRACTOR extending services to minors shall evidence coverage in an amount of not less than one million dollars ($1,000,000) per occurrence.

G. CRIME INSURANCE: A comprehensive blanket crime coverage policy in an amount not less than one hundred thousand dollars ($100,000) insuring against loss of money, securities, or other property referred to hereunder which may result from (a) dishonesty of fraudulent acts of officers, directors, or employees (commercial blanket form) of the CONTRACTOR ; or (b) disappearance, destruction, or wrongful abstraction inside or outside the premises of the CONTRACTOR while in the care, custody, or control of the CONTRACTOR; or (c) sustained through forgery or alteration of checks, drafts, or any other order or direction to pay a certain sum in money. The policy shall be primary to any other similar insurance, shall include loss payee's endorsement in favor of CITY and shall contain a provision stating that the insurance carrier will provide thirty (30) days advance notification of cancellation of such insurance or in accordance with policy provisions.

H. POLICY ENDORSEMENTS: Each general liability insurance policy and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less

than A-:VII. Each general liability insurance policy shall be endorsed with the specific language below. CITY will request copies of all required policy endorsements to evidence coverage modifications. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

i. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

ii. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY maintains, shall be considered excess insurance only and shall not contribute with this policy.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds and agrees to require all subcontractors to do likewise.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided or in accordance with policy provisions.

vii. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

I. SELF-INSURED RETENTIONS/DEDUCTIBLES. All policies required by this Contract shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Contract. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Contract. Should CITY pay the SIR or deductible on CONTRACTOR s

behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Contract in addition to any other damages incurred by CITY due to the breach.

J. CERTIFICATES OF INSURANCE. The CONTRACTOR shall provide certificates of insurance with policy endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of insurance and related policy endorsements shall be filed with the CITY on or before commencement of performance of this Contract. Current insurance documentation shall be kept on file with the CITY at all times during the term of this Contract.

K. FAILURE TO MAINTAIN. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Contract pursuant to terms and conditions contained herein.

20. ASSIGNMENT. The parties recognize that a substantial inducement to the CITY for entering into this Contract is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Contract will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. Any attempt by CONTRACTOR to assign any performance of the terms of this contract shall be null and void and shall constitute a material breach of this contract.

21. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations and directives as they relate to the performance of this contract.

A. TAXES. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Contract, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Contract. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

B. WORKERS' COMPENSATION LAW. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's

employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Contract any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR 's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

C. LICENSES. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

D. ADA COMPLIANCE**.** The CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act ("ADA").

E. CODE OF ETHICS. CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.

22. EMPLOYEE MEDICAL INSURANCE. CONTRACTOR shall provide to each employee whose compensation is derived in whole or in part from CITY grant funds under and pursuant to this Contract a policy of medical insurance coverage or a stipend to be used for payment of personal medical insurance. The amount of coverage as well as other aspects of the plan is set forth in Exhibit B hereto.

23. AIDS EDUCATION AND VOTER REGISTRATION. AIDS education and voter registration materials shall be made available to employees, volunteers, and clients by the CONTRACTOR.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

25. ARAB LEAGUE BOYCOTT OF ISRAEL. CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

26. LIVING WAGE ORDINANCE. CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this agreement, CONTRACTOR shall keep on file with the CITY sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

27. INDEPENDENT CONTRACTOR. The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

28. EQUAL BENEFITS ORDINANCE, No. 03-662. The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Contract, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

29. LANGUAGE CREDITING THE CITY. The CONTRACTOR shall include in all of its promotional literature and appropriate exterior and interior signage language crediting the CITY as a financial supporter of the CONTRACTOR and its programs.

30. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Contract. The CONTRACTOR shall not during the term of this Contract knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Contract who has such incompatible interest or obligation.

    The CONTRACTOR and its agents and employees shall comply with all applicable Federal, State, and local laws and regulations governing conflicts of interest. To this end, the CONTRACTOR shall make available to its agents and employees copies of all applicable Federal, State, and local laws and regulations governing conflict of interest. CONTRACTOR shall furnish to the CITY, prior to the execution of this contract, a written list of all current or proposed subgrantees, subcontractors, vendors, and personal service providers, including subsidiaries of the CONTRACTOR, which shall receive Ten Thousand Dollars ($10,000) or more from this Contract. Such a list shall include the names, addresses, telephone numbers, identification of principal parties, and a description of the services to be provided. During the term of this Contract, CONTRACTOR shall notify the CITY in writing within fifteen (15) days of any change in the list of subgrantees, subcontractors, vendors, personal service providers, or subsidiaries of the CONTRACTOR.

31. NOTICES. All Notices permitted or required under this Contract shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Contract. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

    Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

    CITY
    City of West Hollywood
    8300 Santa Monica Blvd.
    West Hollywood, CA 90069-6216
    Attention: _____

    CONTRACTOR:
    Organization Name
    Street Address, City State ZIP
    Attention: _____

32. GOVERNING LAW. This Contract shall be governed by the laws of the State of California. Venue shall be in Los Angeles County, California.

33. MODIFICATION OF CONTRACT. The City Manager, or the City Manager's designee, may grant a modification to this Contract and the Exhibit A and/or Exhibit B to this contract when such modification:
    A. will not change the essential purpose of this Contract or the City Council approved program concept;
    B. does not exceed in aggregate twelve calendar months;
    C. does not alter the amount of compensation under this contract;
    D. does not decrease the overall minimum goals of the program as set forth in Exhibit A to this contract; and
    E. is in the best interest of the CITY.

34. ENTIRE AGREEMENT; MODIFICATION. This Contract supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Contract, and any modification to the Agreement, will be effective only if signed by both parties.

35. TERMINATION OF SERVICES TO CLIENTS FOR MISCONDUCT. Within thirty (30) days of the effective date of this Contract, CONTRACTOR shall adopt a written policy, acceptable to the Department of Human Services and Rent Stabilization of the CITY, governing the termination of services to clients of the CONTRACTOR due to criminal, violent, or other

misconduct. CONTRACTOR shall maintain such a policy in force, and implement that policy, throughout the term of this Contract and any extension of this Contract.

36. TERMINATION AND TERMINATION COSTS. This contract may be terminated with or without cause at any time by either party upon giving thirty (30) days' notice in writing to the other party. The City Manager is hereby empowered to prepare said notice. In the event of termination, CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination. CONTRACTOR shall reimburse CITY on a pro-rata basis for all monies received through CITY not expended for the operation of terminated project for the duration of this Contract.

37. NONCOMPLIANCE WITH TERMS. In the event of noncompliance by CONTRACTOR with any of the requirements of this contract, the City Manager may demand in writing that the CONTRACTOR take the necessary steps within a specified time frame to achieve compliance. In so doing, the City Manager may in his/her discretion establish enhanced or more rigorous administrative procedures, reporting requirements or monitoring beyond what is required by this contract to assure continued compliance, and CONTRACTOR shall adhere to those measures. The City Manager may withhold payments otherwise due and owning under this contract until and unless CONTRACTOR is in full compliance with requirements of the contract and of any measures imposed to assure compliance. The provisions of this paragraph are optional with the City Manager and are not a prerequisite to termination by CITY under Paragraph 36.

38. WAIVER. Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

39. AUTHORITY TO ENTER AGREEMENT. The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.

/
/
/
/
/

IN WITNESS WHEREOF, the parties have executed this Contract the ____ day of _____, 20_____.

CITY OF WEST HOLLYWOOD

BY _____

(INSERT NAME),
Department Director (INNSERT TITLE)

BY _____

(INSERT NAME),
City Manager

CONTRACTOR

BY _____

_____
Print Name

_____ Title

AND

BY _____
Signature

_____
Print Name

_____
Title

ATTEST

BY _____
Melissa Crowder, City Clerk

CITY OF WEST HOLLYWOOD -- DEPARTMENT OF HUMAN SERVICES -- SOCIAL SERVICES DIVISION
Exhibit A: Scope of Services 2024-25

Agency: **Program:**

PROJECT OBJECTIVES		**NUMERICAL GOALS**			
		West Hollywood		**Total Project**	
Service Categories	**Unit of Service**	**Quarterly**	**Annually**	**Quarterly**	**Annually**

Outcome Objectives:

City of West Hollywood
Social Services Division
Exhibit B: Budget Justification - Page 1

Agency: _____ Year: 2024-25

Program: _____

Position Title	Monthly Salary	% Time on Project	# Months Employed	Total Grant Share	Total Non-Grant Share	Total
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
Total Salaries:				0.00	0.00	0.00
Fringe Benefit Costs:				Grant Share	Non-Grant Share	Total
FICA:				0.00	0.00	0.00
SUI:				0.00	0.00	0.00
Worker's Comp:				0.00	0.00	0.00
Medical Insurance:				0.00	0.00	0.00
Other (Detail):				0.00	0.00	0.00
Total Benefits:				0.00	0.00	0.00
Total Personnel Costs:				0.00	0.00	0.00

City of West Hollywood
Social Services Division
Exhibit B: Budget Justification - Page 2

Agency: _____ Year: 2024-2025

Program: _____

Budget Line Item	Grant Share	Non-Grant Share	Total
SUBTOTAL: Personnel Costs:	**0.00**	**0.00**	**0.00**
OTHER COSTS--Facility Costs:			
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
SUBTOTAL: Facility Costs	**0.00**	**0.00**	**0.00**
OTHER COSTS--Program Costs:			
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
SUBTOTAL: Program Costs	**0.00**	**0.00**	**0.00**
TOTAL COSTS:	**0.00**	**0.00**	**0.00**

Executive Director: _____ Date: _____

Finance Director: _____ Date: _____

City Approval: _____ Date: _____

City Approval: _____ Date: _____

EXHIBIT E

CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS

The purpose of this Code of Ethics ("Code of Ethics") is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY's goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY's Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY's express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclosure in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

Rules:

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORs working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020

EXHIBIT F

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than $250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

https://www.weho.org/city-government/city-council

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than $250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

___ YES If yes, please identify the Councilmember(s):

___ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than $250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

___ YES If yes, please identify the Councilmember(s):

___ NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

_____ _____

Date Signature of authorized individual

_____

Company/Applicant Name