

**CITY OF WEST HOLLYWOOD
RESTAURANT GRANT AGREEMENT**

This Small Business Grant Agreement, (herein "AGREEMENT") is made on this (day)th day of (Month), 2026 at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and Business Name, Business Address (hereinafter referred to as the "GRANTEE").

RECITALS

- A. The CITY seeks to support restaurant businesses within the City of West Hollywood by assisting with rent payment, employee retention, and other incurred business expenses as a result of economic impacts.
- B. The City Council, at its meeting on January 20, 2026 directed staff to create a restaurant business grant program to assist local restaurant businesses.
- C. GRANTEE submitted an application through the West Hollywood Restaurant Grant Program open application process. GRANTEE'S application was reviewed and determined to meet eligible criterial for funding as outlined in the application process. The CITY subsequently approved GRANTEE'S application.
- D. As a result of accepting the grant, GRANTEE is subject to the Terms and Conditions that follow in this AGREEMENT.

NOW, THEREFORE, THE CITY AND GRANTEE MUTUALLY AGREE AS FOLLOWS:

- 1. **Grant Award.** A grant in the total amount of \$ is awarded to the GRANTEE, which has been financially affected by economic conditions (the "Grant"). GRANTEE shall use the Grant to meet its business operating expenses or to retain or hire staff.
- 2. **Terms and Conditions.**
 - 2.1. **Organization Provision.** The GRANTEE is a for-profit brick-and-mortar business, which meets the following criteria: (a) it has at least one physical location located within the City of West Hollywood that customers can visit; (b) it commenced its operations prior to January 1, 2026; (c) it has demonstrated a financial need to sustain business operations and retain jobs; and (d) is in good standing with City-related regulatory permits such as Business Tax Certificate and/or Business License.
 - 2.2. **Term of AGREEMENT.** The term of this AGREEMENT shall commence upon execution by both parties and shall expire on June 30, 2026.
 - 2.3. **Execution of AGREEMENT:** The GRANTEE shall digitally sign the AGREEMENT within 14 calendar days upon receipt of the AGREEMENT from the CITY. Failure to execute the Agreement within the 14 days may result in rescission of the CITY's offer to provide grant funding.

**CITY OF WEST HOLLYWOOD
RESTAURANT GRANT AGREEMENT**

- 2.4. **Payment Procedures.** The Grant shall be paid to the GRANTEE within 45 calendar days of execution of this AGREEMENT. The GRANTEE shall deposit Grant into a bank account held by the GRANTEE and shall maintain records of all expenditures of Grant funds pursuant to the terms of this AGREEMENT.
- 2.5. **Expenditure of Funds.** GRANTEE shall use the Grant within 30 calendar days of receipt of the Grant pursuant to the terms of this AGREEMENT. If the GRANTEE cannot meet this timetable, CITY may agree to one six-month extension in writing, following receipt of written request by the GRANTEE, outlining the need for an extension.
3. **Agreement Administration.** Unless otherwise designated in writing, Paolo Kespradit, Business Development Manager, shall serve as the CITY's representative for the administration of the Grant award.
4. **Use of the Grantee's Name/Likeness.** The GRANTEE authorizes the CITY to use the GRANTEE's name, likeness and biographical information for purposes of promoting the CITY's event through press releases, advertisement, direct mail pieces, public service announcements and any other methods chose by the CITY. The GRANTEE authorizes the CITY, at its sole discretion, to broadcast the event and/or replay the broadcast of the event or portions of the event on the CITY's cable-TV channel, streaming media platform or social media platforms.
5. **Audits and Records.** GRANTEE shall maintain financial records pertaining to the use of the Grant funds for three years from the date of execution of this AGREEMENT. Such records will be made available to the CITY upon request during such time period.
6. **Monitoring and Evaluation.** To ensure proper utilization of this grant, the CITY may monitor, evaluate, and provide guidance to the GRANTEE in the performance of this Agreement.
7. **Non-Compliance.** If the GRANTEE fails to meet the requirements of this Agreement, the GRANTEE shall be liable to the CITY for the full amount of the Grant and the CITY will deem the GRANTEE ineligible for future consideration for financial assistance or grants for a period of two (2) years.
8. **Termination.** In the event the GRANTEE fails to perform within the prescribed time or any extension thereof or otherwise breaches this Agreement, CITY may terminate this Agreement and the GRANTEE shall reimburse CITY the full amount of the Grant within 30 calendar days upon notification of termination.
9. **Indemnification.** GRANTEE shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with GRANTEE's negligent or wrongful performance of services

**CITY OF WEST HOLLYWOOD
RESTAURANT GRANT AGREEMENT**

**CITY OF WEST HOLLYWOOD
SMALL BUSINESS GRANT AGREEMENT**

hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of CITY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find GRANTEE's legal counsel unacceptable, then GRANTEE shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The GRANTEE shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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 and will survive termination of this Agreement.

10. **Notice.** All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in the Agreement. Such notices shall be deemed made when sent via email to the other party. The CITY email contact shall be Paolo Kespradit, Business Development Manager, pkespradit@weho.org. The GRANTEE can be notified by email at: (email).
11. **Non-Discrimination Equal Employment Opportunity.** The GRANTEE represents and agrees that it does not and will not discriminate against any employee, applicant or project participant because of race, race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The GRANTEE 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 GRANTEE 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.
12. **Religious and Political Activities.** The GRANTEE agrees that funds under this Agreement will be used exclusively for performance of the work required under this contract, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, the GRANTEE agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this contract.
13. **Conflict of Interest.** The GRANTEE confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligation under this Agreement. The GRANTEE shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

**CITY OF WEST HOLLYWOOD
RESTAURANT GRANT AGREEMENT**

- 14. **Assignment.** This Agreement is not assignable by the GRANTEE. The GRANTEE shall not assign the Grant funds to any other person or organization or delegate the duty to use the funds in accordance with this Agreement without express written consent of the CITY.
- 15. **Compliance with Laws, Codes, Ordinances, and Regulations.** The GRANTEE shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 16. **Representatives.** Correspondence and other contact regarding terms of the Agreement shall be made to the following:

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Attention: Paolo Kespradit, Business Development Manager

GRANTEE:
Business Name
Business Address
Attention: Business Owner

IN WITNESS WHEREOF, the parties have executed this Agreement the (day)th day of (Month), 2026.

GRANTEE: Business Name

Name, Title

CITY OF WEST HOLLYWOOD:

Laura Biery, Director of Economic Development

Jackie Rocco, City Manager

ATTEST:

Melissa Crowder, City Clerk

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:

**CITY OF WEST HOLLYWOOD
RESTAURANT GRANT AGREEMENT**

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 \$500 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 \$500 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 \$500 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