

RESOLUTION NO. 21-5471

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WEST HOLLYWOOD APPROVING
AGREEMENTS FOR THE CITY'S GUARANTEED
INCOME PILOT PROGRAM AND
ACKNOWLEDGING THE PUBLIC PURPOSE OF
THE PILOT

SECTION 1. Recitals.

A. The City of West Hollywood (City) desires to implement a guaranteed income pilot program in partnership with Mayors for Guaranteed Income and the Center for Guaranteed Income Research (CGIR) at the University of Pennsylvania's School of Social Policy and Practice.

B. There are more than 15 programs in various stages of development and implementation in cities throughout the state that range from Sacramento to Long Beach, Oakland to San Diego, Compton to San Francisco, and include both the City and County of Los Angeles.

C. The proposed West Hollywood pilot program would focus on LGBTQIA¹ older adults, which at this time, would make it both the first LGBTQIA-focused and the first older adult-focused guaranteed income pilot program in the country. The pilot would provide 25 recipients with \$1,000 per month for 18 months, for a total disbursement cost of \$450,000.

D. The 2019 West Hollywood Community Study previously identified the financial vulnerability of LGBT individuals, older adults, and community members living on fixed, low incomes. According to Community Study data, residents ages 55 and older make up 23% of the City's population, but 44% of the residents living in poverty. Overall, 22% of the City's residents live on a fixed income, 14% live below the Federal Poverty level (\$12,880 in annual income for 2021), and 27% of households have incomes of up to 200% the Federal Poverty Level (\$25,760 in annual income for 2021).

E. According to the Williams Institute at UCLA's School of Law, LGBT older adults are more financially vulnerable than their non-LGBT peers due to experiencing lifetime disparities in earnings, employment, and opportunities to build savings, as well as years of being denied access to legal and social programs that are traditionally available to adults as they age.

F. The first West Hollywood guaranteed income pilot program seeks to provide a poverty reduction intervention to those older LGBTQIA individuals who struggle with financial insecurity due to historical and societal inequities.

¹ LGBTQIA and LGBT are both intentionally used in this document. When referring to previously collected data, LGBT is used as it was cited by the authors of the studies that collected the data. However, this pilot is designed to be inclusive of community members identifying as Queer, Intersex, and Asexual as well as Lesbian, Gay, Bisexual and Transgender.

G. An agreement with the Center for Guaranteed Income Research is proposed for the pilot's research and evaluation components. CGIR is conducting the research/evaluation for more than 29 guaranteed income pilots throughout the country and offers a unique and highly specialized level of expertise in an emerging area of study. The co-directors of CGIR were the design and research team for the well-known Stockton Economic Empowerment Demonstration (SEED) and bring more than two decades of expertise in research, advocacy and social work practice on economic justice and asset building. Their proficiency at mixed-method data collection will allow the City of West Hollywood to gather focused data on the impact of guaranteed income as a means of increasing financial stability and reducing poverty. The agreement with CGIR is a sole source contract as the specific services, experiences and knowledge provided by CGIR could not be performed by another entity. A copy of the CGIR Contract is attached as Exhibit A to this Resolution.

H. In addition to the agreement with CGIR, a second and separate agreement is proposed for the non-profit administrative partner that would be responsible for the implementation of the pilot.

I. On October 11, 2021, the City released a Request for Qualifications for the non-profit administrator.

J. On November 30, 2021, after a committee (comprised of staff from different City divisions and from the Mayors for Guaranteed Income organization) reviewed the two proposals received, conducted interviews, and unanimously ranked one entity above the other, the Strategic Initiatives Manager, selected National Council of Jewish Women/Los Angeles ("NCJW") to serve as the non-profit administrator, and directed staff to develop an agreement for services with NCJW with the specific scope of work needed to implement the pilot program. A copy of the NCJW Contract is attached as Exhibit B to this Resolution.

K. No new City funding is needed for either the NCJW agreement, not to exceed \$648,638 (including \$450,000 from external funders for participant distribution funds), or the CGIR Contract, not to exceed \$86,236, as both are budgeted for fiscal year 2021-2022 under existing line items 100-3-05-54-536035 (Homelessness Prevention) and 100-3-05-54-536038 (Aging In Place).

L. As no City dollars will be used for the \$450,000 direct distribution to participants that is part of the NCJW contract, distribution funds will come from two external sources (1) Los Angeles County Measure H Innovation funds for homelessness prevention, distributed through the Westside Cities Council of Governments (COG) to the City and passed through to NCJW and (2) a private individual donation provided directly to NCJW with the funds earmarked for the West Hollywood guaranteed income pilot. These two external funding resources will comprise the total participant distribution amount (\$450,000) given to NCJW for the monthly distribution of \$1,000 to 25 participants for 18 months. Accordingly, as unearned income distributed by a non-profit organization in furtherance of its mission to advance economic justice, the direct funds that NCJW distributes to participants should not be subject to federal tax.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of West Hollywood as follows:

SECTION 2. Approval to Execute Contracts. The City Manager, or the City Manager’s designee, is hereby authorized to execute the agreements in the forms attached hereto as Exhibit A and Exhibit B (“Agreements”), subject to minor amendments as approved by the City Manager and City Attorney and any other documents for the duration of the pilot program provided those documents do not increase the City’s financial liabilities. An increase of “the City’s financial liabilities” does not include the expenditure of grants or other funding awarded to the City for any purpose advanced by the pilot program, including without limitation, homelessness prevention.

SECTION 3. Public Purpose. City Council finds that City funds, if any, that are used to develop or implement the pilot program are for the public purpose of helping some of the most vulnerable members of the City—LGBTQIA older individuals—remain housed, age in place, and reduce the stressors of poverty and financial insecurity on this historically disadvantaged community and are therefore not gifts of public funds prohibited by the California Constitution.

SECTION 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 5. Effective Date. The City Clerk shall certify to the adoption of this Resolution. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 20th day of December, 2021 by the following vote:

AYES:	Councilmember:	D’Amico, Erickson, Horvath, Mayor Pro Tempore Shyne, and Mayor Meister.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.

DocuSigned by:

01D8046CE34940F...
 LAUREN MEISTER, MAYOR

ATTEST:
 DocuSigned by:

2072ACE2528D489...
 MELISSA CROWDER, CITY CLERK

Resolution No. 21-5471
Page 4

Exhibit A
to
Resolution

Center for Guaranteed Income Research (CGIR) Agreement

[Attached Behind]

CITY OF WEST HOLLYWOOD AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is made on this 20th day of December 2021 (“Effective Date”), 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 Trustees of the University of Pennsylvania, 3451 Walnut St, 5th Floor Franklin Building, Philadelphia, PA, 19104-6205 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for services as outlined below.
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services.

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

1. **SERVICES.** The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.
2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall expire on December 20, 2024 unless extended in writing in advance by both parties.
3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.
4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ 86,236 for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY’s Representative.** Unless otherwise designated in writing, Diane Kahn-Epstein, 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.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, Dr. Castro Baker, shall be in charge of CONTRACTOR’s performance of services under this Agreement. Should there be any approval or agreement made by the Manager-in-Charge in the performance of this Agreement that is not binding on the CONTRACTOR, before making any such approval or agreement, the Manager-in-Charge shall secure authorization from the CONTRACTOR such that the approvals and

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

agreements are binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement 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 Agreement, 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.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the 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.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, the parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, expert fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined. It is expressly understood and agreed that the

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** 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. 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.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) 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 Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain 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 Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

8.1.4. **Cyber Security Insurance Coverage.** CONTRACTOR shall maintain Cyber Security insurance in an amount of not less than one million dollars (\$1,000,000) per cyber security, data breach, network damage and business interruption occurrence.

8.1.4.1. Technology Errors and Omissions Liability Coverage. The CONTRACTOR shall procure a policy that at a minimum covers professional misconduct or lack of the requisite skill required for the performance of services defined in this Agreement in an amount of not less than one million dollars (\$1,000,000) per occurrence and two millions dollars (\$2,000,000) in the aggregate. The policy shall also provide coverage for the following risks:

8.1.4.2. Dissemination of Confidential Information. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information, or other personally identifying information, stored or transmitted in electronic form;

8.1.4.3. Unauthorized Access. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

8.1.4.4. Malicious Software. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the CITY's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

8.2. **Endorsements.** Each general liability 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 of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "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."

8.2.2. 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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

- 8.2.3. 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.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. 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.
- 8.2.6. 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.
- 8.2.7. 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.
- 8.2.8. 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.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement 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 Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. 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 Agreement in addition to any other damages incurred by City due to the breach.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** 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 Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement 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 Agreement 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 Agreement 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.
10. **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.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, 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 Agreement. 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.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement 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 arising under this Section.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 10.3. **Licenses.** The CONTRACTOR represents 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 shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement 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.
- 10.4. **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.
11. **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 Agreement. The CONTRACTOR 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.
12. **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.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **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 Agreement, 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request. The City shall grant to the CONTRACTOR a license to use the results of the services under this Agreement for internal research and academic purposes, including the right to publish results. Any results disclosed to the public shall be anonymized and exclude any personal information, unless the owner of the personal information gives CONTRACTOR written consent to its disclosure.
18. **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.
19. **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 this Agreement. 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 of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: Diane Kahn-Epstein

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

CONTRACTOR:
Trustees of the University of Pennsylvania
3451 Walnut St,
5th Floor Franklin Building,
Philadelphia, PA, 19104-6205

Attention: Associate Director (PD #10086527)

20. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement 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 Agreement 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 Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement 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.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the 20th day of December, 2021.

CONTRACTOR: Trustees of the University of Pennsylvania

DocuSigned by:

Christopher Denman _____

E14137EF2EA949A... Christopher Denman, Senior Associate
Director, Contracts

CITY OF WEST HOLLYWOOD:

DocuSigned by:

CHRISTOPH SCHROEDER _____

E2908C210DB6439...

Department Director

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A

Scope of Services:

Project Overview

The City of West Hollywood, California, intends to launch a guaranteed income experiment in Q1 of 2022. The project will enroll approximately 25 LGBTQ+ older adults to receive \$1000 per month unconditionally over an 18- month period. Non-disbursement portions of the program will be funded by the City of West Hollywood, and disbursement funds will be secured through other government and philanthropic partners. The program will be implemented and managed by a local non-profit administrator, funds distributed by a non-profit financial distributor, and the program evaluated by CGIR.

CGIR Background

The Center for Guaranteed Income Research (CGIR) is an applied research center specializing in cash transfer research, evaluation, and pilot design. We provide mixed-methods expertise in designing and executing applied cash-transfer research that works alongside the existing safety net. CGIR Co-Directors Dr. Castro Baker and Dr. West serve as the design and research team for the Stockton Economic Empowerment Demonstration (SEED), numerous independent cash transfer pilots across the country, and as the centralized research partners for Mayors for a Guaranteed Income (MGI). Together they have 20 combined years in research, advocacy, and social work practice on economic justice, asset building, and cash-transfers.

Research Overview

In partnership with the City and the non-profit administrator, CGIR will execute an evaluation to determine the longitudinal impacts of guaranteed income on the overall health and wellbeing of recipients. The evaluation will enroll 25 individuals to receive the \$1000 unconditional cash transfer each month for 18 months.

Sampling. The City and nonprofit administrator, under advice of CGIR, will launch and publicize an application via their website. Twenty-five individuals who meet the inclusion criteria will be randomly selected to participate in the program. The inclusion criteria are: LGBTQIA+ identity, residency in West Hollywood, aged 50+, and low-income.

Recruitment and onboarding. CGIR will provide the list of randomly selected participants to the nonprofit administrative partner. That partner will be responsible for contacting and enrolling participants in the guaranteed income program. This onboarding process should be completed in an individual session with each participant.

Data collection. Each participant may elect to engage in research activities. However, participation in research activities is not necessary to receive the \$1000 per month. Research activities entail completing an online survey given every six months at four time points: 6 months, 12 months, 18 months, and 24 months after enrollment. Participants will be provided a \$30 gift card as compensation for their time completing the surveys. The core survey includes measures of physical functioning, mental health, income volatility, spending, consumption, employment, housing retention/housing acquisition, education, family dynamics and parenting, stress and coping, hope and mattering, household food security, and COVID-19 variables. Other instruments specific to the local context may be added to this core survey. Participants will also be invited to participate in in-depth interviews with CGIR staff. These interviews should be completed once during the course of the program and are compensated at \$40 per interview.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A**

Reporting. The City, non-profit administrative partner, and associated stakeholders will be provided a final report of all findings of the local pre-pilot 12 months after the final disbursement is provided to participants.

Time of Performance:

The project will enroll approximately 25 LGBTQ+ older adults to receive \$1000 per month unconditionally over an 18- month period.

Special Payment Terms:

Weeks for staffing determined based on pilot length, 6-month f/u data collection, and six-month post-data collection analysis

*Totals may differ based on rounding

West Hollywood		18mth	
		West Hollywood Cost	
		Hours	25T
Staff - Univ of Penn			
PIs Time (Dr. Castro Baker) (\$120/hour x 1/2 hour / week x 156 weeks)		0.5	\$9,360.00
Research Lead (\$50/hour x hours / week x 156 weeks)		1	\$7,800.00
Center Coordinator (\$45/hour x hours /week x 156 weeks)		0.667	\$4,682.34
Qual Assistant (\$30/hour x hours/week x 156 weeks)		1.667	\$7,801.56
Quant Assistant (\$30/hour x hours/week x 156 weeks)		1.667	\$7,801.56
Fringe @ 32.6			\$12,207.22
Subtotal for Staffing Costs			\$49,652.68
Subcontract- Univ of Tenn			
PI Time (Dr. West) (\$120/hour x 1/2 hour / week x 156 weeks)		0.5	\$9,360.00
Fringe @ 35%			\$3,276.00
Subtotal for Staffing Costs			\$12,636.00
Participant compensation			
Long Form Surveys (4 intervals x participants x \$30 each)		25	\$3,000.00
In-Depth Interviews (1/year x 25 participants \$40 each)			\$1,000.00
Transcription costs (1.25/minute x 60 minutes x 25 participants * 1 rounds)		1	\$1,875.00
Postage, printing, etc. (subject to change)			\$1,200.00
Consultant - Research Fellow - n/c			\$0.00
Additional Expenses			
Data Viz (Dashboard)			\$3,785.00
Translations			\$3,500.00
1 trip x Est 4 days Per Person Cost (Airfare (\$700) + Lodging (\$200 *3) + Per diem (\$198) + 1 Rental car (\$250) = \$1,748		1	\$1,748.00
Subtotal			\$78,396.68
F&A @ 10%			\$7,839.67
Total			\$86,236

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

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.

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

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

Resolution No. 21-5471
Page 5

Exhibit B
to
Resolution

Agreement with National Council of Jewish Women (NCJW)

[Attached Behind]

CITY OF WEST HOLLYWOOD AGREEMENT FOR SERVICES

This Agreement is made on this 20th day of December, 2021, 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 National Council of Jewish Women, with its principal place of business at 5350 Wilshire Blvd #36849, Los Angeles, CA 90036-9998, (hereinafter referred to as the "CONTRACTOR"). (Hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CITY conducted an RFQ issued in October, 2021, and selected CONTRACTOR as the preferred service provider.
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on December 20, 2024, unless extended in writing in advance by both parties.
3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$648,639 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, Diane Kahn-Epstein, 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.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, Rachel Resnick, shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement 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 Agreement, 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.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the 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.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** CONTRACTOR 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 attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work 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 CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR 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 CONTRACTOR shall promptly pay any final judgment

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** 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. 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.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) 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 Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain 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 Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 8.2. **Endorsements.** Each general liability 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 of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "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."
- 8.2.2. 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 may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. 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.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. 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.
- 8.2.6. 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.
- 8.2.7. 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.
- 8.2.8. 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement 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 Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. 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 Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** 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 Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement 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 Agreement 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 Agreement 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.
10. **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.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, 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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

relationship created by this Agreement. 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.

- 10.2. **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 Agreement 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.
- 10.3. **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 Agreement 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.
- 10.4. **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.
11. **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 Agreement. The CONTRACTOR 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.
12. **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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **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 Agreement, 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.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **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.
19. **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 this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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 of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: Diane Kahn-Epstein

CONTRACTOR:
National Council of Jewish Women
5350 Wilshire Blvd #36849
Los Angeles, CA 90036-9998

Attention: Rachel Resnick

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement 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 Agreement 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 Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement 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.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the 20th day of December, 2021.

CONTRACTOR: National Council of Jewish Women

DocuSigned by:
Marjorie Gilberg

Marjorie Gilberg, Executive Director

CITY OF WEST HOLLYWOOD:
DocuSigned by:
CHRISTOP SCHROEDER

Christof Schroeder, Department Director

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD -- DEPARTMENT OF HUMAN SERVICES --
STRATEGIC INITIATIVES DIVISION
Exhibit A: Scope of Services**

The pilot will provide regular cash payments – unconditionally – to community members who meet the criteria and are randomly selected to participate. The Scope of Work for the National Council of Jewish Women as the non-profit administrator for the pilot will include the following activities to be accomplished within a 36-month period (including the 18-month pilot project timeline and follow-up data collection):

- 1) Work with the City's Strategic Initiatives Division, as well as other City contracted non-profit agency partners, to create and implement an outreach and recruitment plan to provide information about the pilot to West Hollywood community members.
- 2) Assist potential applicants in completing enrollment applications, self-certification forms and other necessary documentation to be considered as a participant. This assistance may be provided in person, and due to COVID-19 public health protocols, by phone, or on-line through Zoom, Teams, or other free and easily accessible digital platforms.
- 3) Track progress toward pilot's target enrollment and retention goals and provide regular updates to the City of West Hollywood and other pilot partners as needed.
- 4) Submit all completed applications to the Center for Guaranteed Income Research for random selection of participants.
- 5) Notify and enroll selected participants.
- 6) Conduct a one-on-one onboarding session with each participant.
- 7) Provide individualized benefits counseling (by staff or qualified non-profit subcontractor) to each participant selected to ensure they are informed of possible impacts to federal, state, or county benefits and provide the opportunity for potential participants to make their own decisions as to whether to proceed in the program.
- 8) Select a part-time local research Fellow who will work with the non-profit agency administrator in the non-profit agency administrator's place of business; the Fellow position will be funded directly by the Center for Guaranteed Income Research (CGIR) at the University of Pennsylvania School of Public Policy and Practice and the position will be supervised by CGIR staff.
- 9) Coordinate with the City and funder(s) – county, state, philanthropic or other - to receive funds and release funds to the financial distribution entity.
- 10) Subcontract with financial distribution entity and collaborate to ensure participants have accounts set up to receive the monthly funds and that participants receive the monthly funds in a timely, predictable, and seamless fashion.
- 11) Assist the distribution entity, City and CGIR with collection of qualitative and quantitative data from the participants and ensure submission of data to CGIR to evaluate the ways the funds are spent and the impact of the guaranteed income.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A**

- 12) Coordinate the incentive payments to participants who choose to be involved with data collection.
- 13) Participants will have the option to enroll in a storytelling component to allow them to have agency over their own stories, and how/whether to share them with a wider audience. The agency (or qualified subcontractor) will create the storytelling component and other communication strategies that build trust among participants, are transparent, and still enable the agency to have the capacity to share information with the community and media, as well as respond to community inquiries while maintaining confidentiality as needed/requested and approved by the City.
- 14) If participants are interested, work with other City contracted non-profit agency partners to connect participants with social services.
- 15) Work with the City and CGIR to create an online data dashboard to keep the community informed.
- 16) Regularly lead and convene a working group to provide updates on the design and implementation of the program and offer participants ongoing opportunities to meaningfully shape and inform the program design and work to influence national policy around guaranteed income.
- 17) Provide quarterly updates to the City to report on the pilot implementation progress.
- 18) Collaborate with the County of Los Angeles' Guaranteed Income Pilot to ensure no duplication of participants with the City of West Hollywood pilot.

Goals for this project are: (1) determine the effectiveness of guaranteed income on participants' economic security, housing stability, health and mental health (2) contribute data to the Center for Guaranteed Income Research (CGIR) and the Mayors for a Guaranteed Income (MGI) to help determine the collective impact of guaranteed income on different target populations throughout the country (3) capture qualitative information that provides greater understanding into the unique income instability challenges LGBTQIA older adult community members face in order to help inform the creation of evidence-based policies and programs that improve the health and well-being of LGBTQIA older adults and (4) test the concept of guaranteed income to be able to evaluate whether the City of West Hollywood should create a new pilot that expands the number of LGBTQIA older adult participants (same target population as initial pilot but larger) or should develop a new pilot for a different target population, or should pursue both options.

PROJECT OBJECTIVES		NUMERICAL GOALS	
Service Categories	Unit Of Service	Quarterly	Annually
Guaranteed Income Pilot	Distribute \$1,000/month to LGBTQIA older adult participants	25	25

Outcome Objective: 80% of program participants receiving monthly guaranteed income payments will remain in stable housing (homelessness prevention).

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A**

NCJW Guaranteed Income Administrator Budget							
Expense	Monthly Rate	% Time YR 1	Total YR 1	Monthly Rate	% Time YR 2	Total YR 2	Total Grant
Position Title							
CEO	\$16,666	4%	\$8,000	\$16,666	2%	\$4,000	\$12,000
CFO	\$12,084	4%	\$5,800	\$12,084	4%	\$5,800	\$11,600
CPO	\$8,333	30%	\$29,999	\$8,333	30%	\$29,999	\$59,998
Program Coordinator	\$4,063	50%	\$24,375	\$4,063	50%	\$24,375	\$48,750
Business Support Manager	\$6,663	2%	\$1,599	\$6,663	2%	\$1,599	\$3,198
SUBTOTAL - Salaries			\$69,773			\$65,773	\$135,545
Fringe Benefit Costs:							
FICA		7.65%	\$5,338		7.65%	\$5,032	\$10,369
SUI		2.85%	\$1,989		2.85%	\$1,875	\$3,863
Worker's Comp		1.48%	\$1,033		1.48%	\$973	\$2,006
Med. Insurance	\$757.26		\$8,269	\$757.26		\$8,269	\$16,538
	per person/mo			per person/mo			
SUBTOTAL - Benefits			\$16,628			\$16,149	\$32,776
TOTAL Personnel Costs			\$86,400			\$81,921	\$168,322
Other Program Costs							
IT Support	\$35 per person/mo		\$382	\$35 per person/mo		\$382	\$764
Disbursement Services	Subcontract with Community Financial Resources		\$18,639			\$0	\$18,639
Translation Services	\$35/doc x2 lang x 20 docs		\$1,400	\$35/doc x2 lang x 20 docs		\$1,400	\$2,800
Communications/PR Services	Promotion of collected storytelling information		\$665			\$600	\$1,265
Benefits Counseling	Subcontract with agency		\$4,000				\$4,000
Birthday Cards	\$1/card x 25		\$25	\$1/card x 25		\$25	\$50
Printed Materials (incl.newsletter, applications)	\$.18/item x 25 x12 + Apps		\$144	\$.18/item x 25 x 12		\$54	\$198
Postage			\$200			\$200	\$400
Supplies	paper, ink, envelopes		\$300			\$300	\$600
Phone	24.99/mo/emp + \$50/mo		\$810	24.99/mo/emp + \$50/mo		\$792	\$1,602
SUBTOTAL - Program Costs			\$26,565			\$3,753	\$30,318
SUBTOTAL-Program Administration Costs			\$112,965			\$85,674	\$198,639
Monetary Disbursement/Monthly Payments	**Pass Through Funds**		\$225,000			\$225,000	\$450,000
Total Program Cost			\$337,965			\$310,674	\$648,639

***Totals may differ based on rounding**

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

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.

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

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