

SPECIAL ASSISTANCE FUNDS CONTRACT FOR SERVICES

This Special Assistance Funds Contract for Services ("Contract") is made and entered into this _____ day of _____ 20____, by and between the City of Rancho Mirage, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor."

WHEREAS, the City has Special Assistance Funds available, for the purposes of contracting with nonprofit agencies and organizations for: protection and enhancement of the living environment for the City's residents; assistance to low- and moderate-income households and special population groups, such as the elderly, in meeting basic needs; expanding an organization's capacity to address problems over the long-term without local public dollars; and, enabling a person to increase or improve his/her capacity to deal with problems over the long-term without continuing public assistance; and

WHEREAS, following public comments, the City Council approved a contract, to be funded by an allocation of _____ Dollars and _____ Cents (\$_____.____) of Special Assistance Funds and the Contractor submitted a proposal for services that complies with the requirements of the City; and

WHEREAS, the Contractor has the legal authority to execute a community activity or otherwise provide a service which meets the purpose and intent of the Special Assistance Funds; and

WHEREAS, the governing body of the Contractor has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person whose signature is affixed hereto to enter into this Contract; and

WHEREAS, this Contract covers services of a special, unique and/or consulting nature, not currently being provided by any existing City employees.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Contractor Responsibilities

The Contractor shall perform or cause to be performed such acts or provide or cause to be provided such services or activities as are required to satisfactorily comply with the terms, warrants and conditions of this Contract, which includes the Work Program and Schedule attached hereto as Exhibit "A" and incorporated herein by this reference. The work program ("Work Program") described in Exhibit "A" is the subject of the City's allotment of the Special Assistance Funds. Such performance shall be undertaken and completed under the direct and personal supervision of an employee, whether paid or unpaid, of the Contractor.

By executing this Contract, the Contractor hereby warrants adherence to and compliance with the following, as applicable:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations, policies and guidelines pursuant thereto;
- b) Title VIII of the Civil Rights Act of 1968 (P.L.90-284), as amended;
- c) Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations, policies and guidelines pursuant thereto;
- d) All applicable Titles of the Americans with Disabilities Act of 1990 and implementing regulations, policies and guidelines pursuant thereto;
- e) Lead-based paint requirements of Title 24 Code of Federal Regulations Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act; and
- f) Such other Federal, State, County or City laws, rules and regulations, executive orders or other similar instruments which may be applicable, including but not limited to the California Environmental Quality Act and Guidelines.

Contract Funding Award

The City shall pay to the Contractor on a reimbursable basis the costs and expenses actually incurred by Contractor pursuant to this Contract, in a sum not to exceed \$_____. in accordance with the Work Program, all exhibits attached hereto and incorporated herein by this reference, and as otherwise provided. The Contract term shall be one year, effective **July 1, 20__** and ending **June 30, 20__**. The award herein of this Contract shall not create a fixed or binding obligation upon the City to award a Contract of a similar nature and/or amount in any other fiscal year.

Reimbursement

The Contractor shall file a quarterly claim with the City requesting reimbursement for expenditures made pursuant to this Contract. Such claims shall be submitted in writing on a form prescribed by the City, shall be completed by a duly authorized representative of the Contractor, shall be accurate, shall be submitted together with originals of invoices, bills marked paid or other appropriate documentation and shall be submitted before or on the tenth day of the month following that quarter for which the claim is being filed. This claim shall be reviewed by the City prior to approval of payment, in a manner similar, as are other demands against the City reviewed and settled.

Expenditures of monies shall conform to the "Budget," attached hereto as Exhibit "B," and incorporated herein by this reference, and in no event shall the City become obligated to pay to the Contractor any amount in excess of that approved by the City Council.

No amendments shall be made in the Budget, except by prior consultation and a request in writing from the Contractor with subsequent approval by the City Manager or his designee. The City Manager or his designee may refer requests for budget amendments which, in his best judgment, do not conform to the intent of the City Council's original approval of the Work Program, to the City Council for final determination.

Reimbursement to the Contractor shall be dependent upon the timely submittal of accurate and complete claims, evidencing the services rendered, expenditures made and purchase orders entered into by Contractor.

Tickets and Passes

If Contractor holds any fundraising events and wants representatives of the City to attend any such event for a public purpose approved by the City Manager or the City Manager requests such tickets or passes for the same purpose, then Contractor shall provide the necessary amount of tickets or passes to said events to the City Manager who shall have the sole discretion to determine who should attend the event on behalf of the City. In no case, shall the value of the tickets or passes provided to the City exceed the amount of the financial assistance provided to Contractor under this Contract. The parties hereby acknowledge that the amount of financial assistance provided hereunder is adequate to cover the fair market value of any tickets or passes that may be provided by Contractor to the City pursuant to his provision.

Close-out, Suspension and Termination

In the event that all costs to be paid under the terms of the Contract have been incurred; services to be provided under the terms of the Contract have been completed; and/or other responsibilities have been carried out satisfactorily so there is no further interest on the part of the City in keeping this Contract in full force and effect, the Contractor shall initiate close-out of the Contract by submitting a final performance and evaluation report in writing within 15 days of the date of completion as specified in Exhibit "A," or as otherwise directed by the City.

Said report, at a minimum, shall identify any planned and approved budget expenses that were not incurred.

This Contract may be suspended or terminated by the City at any time upon ten (10) days written notice provided to the Contractor.

Such termination, in total or in part, may be, but is not limited to the following:

- (1) Termination with cause, as a result: of the Contractor materially failing to comply with any term of the Contract; the Contractor undertaking or permitting to be undertaken any action that is contrary to any established plan, policy, regulation, rule or other statement of direction of the City; the Contractor undertaking or permitting to be undertaken any action that attracts undue, adverse or negative publicity of such a nature and duration as to affect or potentially affect the City.
- (2) Termination for convenience.
- (3) Termination in the event of any proceedings, voluntary or involuntary, by or against the Contractor, related to solvency or management of the nonprofit organization; dissolution of the Contractor by its governing body or loss of nonprofit status.

The Contractor may terminate this Contract at any time upon fifteen (15) days written notice provided to the City. Grounds for such termination shall include the voluntary relinquishment of the Contractor's authority to incur expenditures.

The City may suspend or temporarily withdraw the authority of the Contractor to obligate funds or proceed with services pending corrective action by the Contractor or a decision by the City to terminate the Contract. Notice of Suspension to the Contractor, which if not cured within ten days after notification thereof, shall be cause for termination of this Contract. During the term of suspension, the City may withhold payment on a reimbursement basis; withhold authority to proceed with the Work Program until receipt of evidence of acceptable performance; require additional, more detailed financial reports; require additional project monitoring; and/or require the Contractor to obtain technical or management assistance at the Contractor's expense.

Notice of Suspension shall indicate the reason for suspension and necessary corrective actions. In the event of termination or suspension, the Contractor shall not incur new obligations for the terminated or suspended activities after the effective date of termination or suspension, and in the event of termination, shall cancel any outstanding obligations. The City shall allow full credit to the Contractor for those portions of obligations which could not be canceled and which had been properly incurred by the Contractor in carrying out activities prior to termination.

Under the terms of this Contract, the requirement for the delivery to the City of a final performance and evaluation report in writing within fifteen (15) days of the date of termination shall remain in effect, regardless of the reason for termination.

Items of equipment or capital not permanently affixed to real property and having a current per unit fair market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the City.

Termination or suspension of this Contract, as provided herein, shall not cancel, suspend or otherwise affect the liability of the Contractor nor impair any other remedy for breach of this Contract the City may have.

Force Majeure

Either party to this Contract is excused from default of performance because of conditions beyond the control of the parties, such as war, insurrection, strikes, riots, civil insurrection, acts of God and any other such similar cause beyond either parties control.

Hold Harmless

The Contractor's relationship to the City is that of an independent contractor. Between the parties hereto, the Contractor is solely liable to its employees, agents, volunteers and independent subcontractors and third parties for all losses, costs, damages or injuries (including wrongful death) caused by any act or omission of the Contractor, its employees, agents, volunteers or independent subcontractors relating to the services or activities performed or to be performed by the Contractor hereunder and the Contractor shall defend, indemnify and hold harmless the City, its officers, agents, volunteers and employees, on any claim of liability arising out of any act or omission by the Contractor as regards any work, service, or activity to be performed by or authority delegated to the Contractor.

It is understood and agreed that no official, employee or agent of the City shall be personally liable to any third party as to any obligation or obligations under the terms of this Contract requiring application of all federal and state prevailing wage requirements. The Contractor shall hold the City, its officers and employees harmless from all claims, demands, causes of action, expenses, and liability of whatsoever kind or nature which may arise out of, because of, concerning, or incident to the performance of the Contractor under this Contract, including all court actions, costs and expenses and attorney's fees relative to the City being a party to this Contract as may be initiated by any third party for any alleged violation of any federal or state prevailing wage requirements.

Comprehensive General and Automobile Liability Insurance

Contractor shall procure and maintain at its own expense, during the term of the Contract, comprehensive general liability insurance and automobile liability insurance, both of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, for bodily injury, personal injury and property damage. If Contractor does not own, lease or maintain an automobile, it shall procure at its own expense non-owned automobile insurance in amounts set forth above.

Worker's Compensation

Contractor shall procure and maintain at its own expense, during the term of this Contract, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Contract is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Errors and Omissions and Other Liability Insurance

Contractor shall procure and maintain through the entire term of this Contract a minimum of One Million Dollars (\$1,000,000.00) coverage on errors and omissions, professional liability, or directors and officers insurance.

Additional Named Insured

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered for general liability and automobile liability insurance shall bear an endorsement whereby it is provided that the City is named as an additional insured.

Waiver of Subrogation Rights

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors and subcontractors.

Proof of Insurance Coverage

Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Contract and furnish to the City Clerk of the City certificates of said insurance on or before the commencement of the term of this Contract.

The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective.

The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days' written notice to the City of such termination or expiration.

The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the term of this Contract. Prior to execution of this Contract, Contractor shall furnish to the City certified copies of all required insurance policies and endorsements.

Waiver of Insurance Requirements

The City Manager is authorized to waive all insurance requirements with the recommendation of the City Attorney's Office.

Entire Contract

This document contains the entire agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained herein, shall be binding or valid. No purported modification, amendment or other change in this Contract shall be valid unless set forth in writing, and signed by both Contractor and City.

Assignment

This Contract shall not be assignable by the Contractor without the prior written consent of the City.

Notice

Under this Contract, whenever provision is made for notice of any kind, it shall be deemed sufficient notice, and service thereof, if the said notice is in writing and is deposited in the mail in a properly stamped envelope to be delivered by certified mail, addressed as follows:

If to the City:

City of Rancho Mirage
69-825 Highway 111
Rancho Mirage, CA 92270

If to the Contractor:

Changes in respective addresses to which such notices shall be directed may be made from time to time by either party. Notice of change of address shall be accomplished in writing and sent certified mail 15 days in advance of delivery to the new address.

Waiver

One or more waivers of any covenant, warrant or term or condition of default of the provisions of this Contract, by either the City or the Contractor, shall not be construed as a waiver of a further breach of the same covenant, warrant, term or condition or the right of such party thereafter to enforce each and every provision.

Litigation Expenses And Attorney's Fees

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract or as a result of any alleged breach of any provision of this Contract, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

No Third Party Beneficiaries

The parties do not intend the benefits of this Contract to inure to any third party, nor shall any provision of this Contract be so construed.

Counterparts

This Contract may be executed in counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

CITY OF RANCHO MIRAGE

NAME OF ORGANIZATION

City Manager

Signature

Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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EXHIBIT "A"

WORK PROGRAM AND SCHEDULE

Responsibilities, duties and obligations of the Contractor are:

- (1) To maintain an office at a fixed location and maintain phone service thereat, listed in the telephone directory in the Contractor's name. The needs of non-English speaking persons should be met when a significant number of non-English speaking persons can be reasonably expected to participate or are beneficiaries of the Work Program;

Nonprofits with a business established in a residence shall follow the guidelines below:

- a) For nonprofits that operate their business in a residential dwelling unit within a gated community, the nonprofit acknowledges that they are in compliance with the applicable CCRs.

- b) Homeowners operating a nonprofit business in a residence shall obtain a home occupation permit if located within Rancho Mirage or similar type of permit if located outside of Rancho Mirage, as may be applicable.

- (2) To designate by name, title, address and phone number a person who will serve as the Contractor's contact with the City;
- (3) To establish procedures that ensure all work, activities and/or service is performed and completed in a competent manner according to standard practices.
- (4) To monitor, direct and otherwise control and be responsible for the performance and conduct of all employees, volunteers, subcontractors, etc., of the Contractor who may be involved or participating in completing the Work Program and ensure that work performed under this Contract is undertaken in conformance with United States, State of California, County of Riverside and City of Rancho Mirage laws and regulations, and any other, as may be applicable;
- (5) To prepare routine reports, including a report of final performance and evaluation at close-out of the Contract, and other correspondence;

- (6) To submit quarterly claims for reimbursement quarterly progress reports and quarterly client reports. Each quarterly progress report shall compare actual accomplishments to established objectives; reasons why objectives were not met; problems, delays or adverse conditions which impaired the Contractor's ability to meet objectives; actions taken or contemplated and assistance needed to resolve the situation; favorable developments, changes in technology or other circumstances permitting objectives to be met ahead of schedule;
- (7) To maintain records of operations, equipment, real property and financial activities for a period of no less than three years from the date of close-out of the Contract. The Contractor must provide reasonable and timely access to information and records relating to use of the Special Assistance Funds, consistent with State and local laws related to privacy and obligations of confidentiality;
- (8) To provide reasonable and timely access to facility(ies) as required by the City for the City to monitor the work program of the Contractor;
- (9) To attend City Council meetings and otherwise be available as needed for meetings, monitoring visits and performance audits related to this Contract;
- (10) To establish and maintain a financial management system that: permits the tracing of Special Assistance Funds to a level of expenditures adequate to establish such funds have not been used in violation of restrictions and prohibitions of applicable statutes or direction of the City Council; accurately tracks the funding award, approved budget and changes to budget, obligations, unobligated current balances, assets and program income; maintains effective internal control and safeguards property and equipment, ensuring use for authorized purposes; provides adequate support documentation, such as canceled checks, paid bills, payroll records, equipment inventories and real property records; prevents loss, damage, theft, unauthorized use and fraud. Procurement policies of the Contractor must reflect applicable State and local laws and regulations;
- (11) To affirmatively further fair housing, as applicable;
- (12) To ensure coordination between the Contractor and other agencies, institutions, organizations, groups, nonprofits or charities providing a similar service, undertaking a related activity or serving a similar clientele. The City may require such coordination in order to provide the most effective and efficient services possible to program beneficiaries; and

- (13) To remain neutral and silent on all political matters relating to appointment, election or action of those who manage the affairs of the City. This provision shall not apply to a governmental agency acting as Contractor or sponsoring a nonprofit organization as a Contractor who shall be the recipient of the funds.

SAMPLE

Work Program and Schedule

Start-up Date: July 1, 20
Completion Date: June 30, 20

Activity or Service:

Description:

SAMPLE

EXHIBIT "B"

BUDGET

Approved Amount \$ _____ for Fiscal Year (____)

NOTES:

Quarterly reports shall be accompanied by an indication of a total number of Rancho Mirage residents using the program at the beginning of the quarter. For example:

Sample:

Established Objective	Milestone Date	Actually Accomplished
Serve X number of Rancho Mirage residents	All Year	For Month/Day/Year, X number of Rancho Mirage Residents Served

The matching "Claim for Reimbursement" would be completed as follows:

Sample:

Date Expense Incurred	Summary of Expenses	Amount
2nd Quarter	\$ _____ for 3 months	X number of people at \$ _____ each for a total of \$ _____

QUARTERLY CLAIMS FOR REIMBURSEMENT **MUST BE SUBMITTED**. IF THERE IS NO RELATED BILLING FOR THAT QUARTER, MARK "NO CHARGE" IN "AMOUNT" COLUMN.

QUARTERLY REPORTS **MUST BE SUBMITTED** ALONG WITH THE CLAIM FORMS.