

ATTACHMENT I: SAMPLE CONTRACT

Contract between the City of Glendale/Verdugo Consortium and (CONTRACTOR NAME)

(FUNDING SOURCE AND PROGRAM YEAR)

THIS AGREEMENT (this “**Agreement**”), effective [START DATE] (“**Effective Date**”) is made by and between the CITY OF GLENDALE, a municipal corporation operating in its capacity as the contract and program administrator of the Verdugo Consortium, a Joint Powers Authority of which it is a part (“**CITY**”), and [CONTRACTOR NAME AND CORPORATION STATUS] (“**CONTRACTOR**”). CITY and CONTRACTOR are sometimes collectively referred to herein as the “**PARTIES**” or individually as a “**PARTY**.” Services under this Agreement are provided pursuant to [FUNDING SOURCE].

RECITALS

- A. CITY has entered into a Joint Powers Agreement with the cities of Burbank and La Cañada Flintridge to form the Verdugo Consortium (the “**Consortium**”). The purpose of the Consortium is to consolidate economic, labor market, and business community resources and function as a local Workforce Development Area under WIOA to develop the local workforce and economy, through providing employment and training programs.
- B. CITY is the administrator of all Consortium activities on behalf of the Consortium under the policy direction of the Verdugo Workforce Development Board (“**VWDB**”). The City Manager of Glendale possesses the authority to execute all contracts necessary to carry out the purpose of this Agreement.
- C. CITY has entered into a subgrant agreement with the State of California Employment Development Department (hereafter referred to as “**STATE**”) for the purpose of providing employment and training services to eligible youth participants (as defined below) within the Verdugo Workforce Development Area.
- D. CITY desires to engage CONTRACTOR pursuant to the terms of this Agreement.
- E. CONTRACTOR is qualified and capable of rendering the services hereunder in compliance with standards required by STATE and CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained and these recitals, the sufficiency of which the PARTIES acknowledge, CITY and CONTRACTOR agree as follows:

ARTICLE I TERM

- 1.1 This Agreement’s Term is [NUMBER OF MONTHS] months beginning on the Effective Date and ending on [END DATE] (the “**Term**”), or until it has been terminated by either PARTY, as specified in Article III of the *Verdugo Workforce Development*

ATTACHMENT I: SAMPLE CONTRACT

Administration Assurances, Certifications, and Agreements, attached hereto as **Attachment A** and incorporated herein by this reference.

ARTICLE II COST REIMBURSEMENT

- 2.1 The PARTIES agree that payments made by CITY to CONTRACTOR under this Agreement shall be in the form of cost reimbursement payments. CONTRACTOR shall identify and allocate the work it performs under this Agreement among pre-defined cost categories agreed upon by CITY and CONTRACTOR. CITY shall only make cost reimbursement payments for work performed under this Agreement that has been properly allocated among the agreed upon cost categories.

ARTICLE III DEFINITIONS

[INSERT DEFINITIONS RELEVANT TO PROGRAM]

ARTICLE IV STATEMENT OF WORK AND SERVICES TO BE PROVIDED

[INSERT STATEMENT OF WORK]

ARTICLE V AUDIT AND MONITORING BY CITY

- 5.1 CONTRACTOR shall permit CITY or any authorized representatives of CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to CONTRACTOR's performance under this Agreement including, but not limited to, expenses for consultants, agents or assistants, direct or indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.
- 5.2 CITY will conduct at least one program monitoring during the course of the program. At that time, CONTRACTOR shall provide CITY's monitor with a copy of CONTRACTOR's own *Policy and Procedure Regarding Incident Reporting, including Fraud and Abuse*, as outlined in **Attachment [X]**.

ARTICLE VI PAYMENT AND DELIVERY

- 6.1 Method of Payment
Payment to CONTRACTOR for services rendered under this Agreement shall be made on a cost reimbursement basis, according to the *Budget*. Payment of costs is contingent upon CONTRACTOR's meeting stated goals as defined in Section IV: Statement of Work and Services to be Provided.
- 6.2 Maximum Amount Payable

ATTACHMENT I: SAMPLE CONTRACT

The total of all payments to the CONTRACTOR under this Agreement shall not exceed [AMOUNT]. Any expenses CONTRACTOR incurs which exceed this limit are the sole responsibility of CONTRACTOR. In no event shall CITY be responsible or liable to reimburse CONTRACTOR for expenses incurred in excess of the above limit. This binding limit on the total Agreement amount may only be increased by execution of a written, signed, bilateral Agreement modification, as described in the *Verdugo Workforce Development Administration Assurances, Certifications, and Agreements*.

6.3 Allowable Expenditures

Reimbursements shall be within the limits of the *Budget*. No reimbursement shall be made that exceeds the allowable expense in each category or line item in the Budget. All allowable expenditures must be made by [DATE]. Any expenditure made after [DATE], will not be reimbursed. All activities for which reimbursement is requested must be allowable under the terms of this Agreement and must comply with federal, State, and VWDB requirements, policies, and procedures.

6.4 Invoices and Payment

Failure to comply with any record keeping or reporting requirements may be grounds for the CITY to withhold payment against submitted invoices until such compliance is demonstrated. All requests for payment must be supported by sufficient documentation to justify that the expense is allowable for payment. Reimbursement requests must be accurate and complete and must be in the form required by the CITY. The amount available for reimbursement shall be paid upon delivery of an invoice supported by proper documentation of all actual program costs.

A. Monthly Invoice

CONTRACTOR shall submit original invoices not more frequently than once per month. Original invoices shall be submitted with supporting documentation to the CITY, per Section IX - Notices below.

B. Final Invoice

By [DATE], CONTRACTOR shall submit to CITY an original, complete and accurate final invoice including all required supporting documentation for allowable expenditures within the Term of this Agreement. Failure to comply with any record keeping or reporting requirements may be grounds for the CITY to withhold payment against the final invoice until such compliance is demonstrated.

In the event CONTRACTOR does not submit a final invoice by [DATE], CITY reserves the right to unilaterally close-out this Agreement and, in its sole discretion, may (but is not required to) use invoices then on file at the CITY for determination of CONTRACTOR's final allowable expenditures. CITY will not reimburse CONTRACTOR for expenditures reported after [DATE].

ARTICLE VII COMPLIANCE

7.1 CONTRACTOR shall comply with all applicable policies, procedures and program requirements of the VWDB.

ATTACHMENT I: SAMPLE CONTRACT

- 7.2 CONTRACTOR shall render these services in accord with all of the terms of this Agreement, including the terms within the *Signature Sheet* and the following Attachments: [LIST OF ATTACHMENTS], all of which are affixed hereto and fully incorporated herein by reference.
- 7.3 CONTRACTOR shall ensure that all of CONTRACTOR staff members operating the program under this Agreement shall be familiar with the *Policy and Procedures Regarding Incident Reporting, Including Incidents of Fraud, Abuse and Waste*.

ARTICLE VIII GENERAL PROVISIONS

8.1 Entire Agreement

- A. This Agreement and any Attachments to it represent the entire and integrated agreement between the PARTIES with respect to the subject matter of this Agreement and supersede all previous agreements pertaining to such subject matter. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written.
- B. Neither CONTRACTOR nor CITY has made any promises or representations, other than those contained in this Agreement and each PARTY represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement.

8.2 Amendment

The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONTRACTOR's signature.

8.3 Interpretation

This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or Attachments. If a conflict occurs between a provision in this Agreement and a provision in an Attachment, the provisions contained in the Agreement prevail.

8.4 Headings

All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

ATTACHMENT I: SAMPLE CONTRACT

8.5 Governing Law and Jurisdiction

- A. California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.
- B. If CONTRACTOR or CITY brings a lawsuit to enforce or interpret one or more provisions of the Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONTRACTOR and CITY acknowledge that the Agreement was negotiated, entered into, and executed in the City of Glendale, California.

8.6 Waiver of Breach

If either PARTY fails to require the other to perform any term in this Agreement or in an Attachment, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. The duties and obligations of this Agreement and an Attachment:

- A. Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and
- B. Are not exhausted by a PARTY's exercise of any one of them.

8.7 Attorney's Fees

If CITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4).

8.8 Further Assurances

Upon CITY's request at any time, CONTRACTOR shall promptly:

- A. Take further necessary action; and
- B. Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

8.9 Assignment

- A. This Agreement does not give any rights or benefits to anyone, other than to CITY and CONTRACTOR. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONTRACTOR, and are not for the benefit of another person, entity, or

ATTACHMENT I: SAMPLE CONTRACT

organization. Without CITY's prior written authorization, CONTRACTOR shall not do any one or more of the following:

1. Assign or transfer a right or interest, whether in whole, in part, temporarily, or otherwise, in this Agreement; or
 2. Delegate a duty or obligation owed, whether in whole, in part, temporarily, or otherwise, under this Agreement.
- B. Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR's duties, obligations, or responsibilities under this Agreement.
- C. If CITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

8.10 Time is of the Essence

- A. Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement's time limits and deadlines are reasonable for CONTRACTOR's performing the Services under this Agreement.
- B. Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

8.11 Notices

- A. The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:
1. Personal delivery;
 2. U.S. mail, first class postage prepaid;
 3. "Certified" U.S. mail, postage prepaid, return receipt requested;
 4. Facsimile; or
 5. Email.
- B. All written notices or correspondence done in the manner described in Subsection (A) above with the street address or place, facsimile number, or email address

ATTACHMENT I: SAMPLE CONTRACT

listed in Subsection (C) below will be presumed “given” to a PARTY on whichever date occurs earliest:

1. The date of personal delivery;
2. The third (3rd) business day following deposit in the U.S. mail, when sent by “first class” mail;
3. The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by “certified” mail; or
4. The date of transmission, when sent by facsimile or email.

C. CITY and CONTRACTOR designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice.

CITY: City of Glendale
Workforce Development Administration
1255 South Central Avenue
Glendale, CA 91204
Attn: Judith Velasco
Telephone: (818) 548-2053
Fax: (818) 409-0463
Email: Jvelasco@Glendaleca.gov

CONTRACTOR: Name:
Address:
Attn:
Telephone:
Fax:
Email:

D. At any time, by providing written notice to the other PARTY, CITY or CONTRACTOR may change the contact information listed in Subsection (C) above.

8.12 Survival

This Section, or any term of this Agreement or an Attachment that contemplates performance or observance after this Agreement’s expiration or termination, survives expiration or termination, and continues in full force and effect for the period so contemplated, including provisions relating to intellectual property ownership, the grant of a license, warranties and guarantees, warranty and guarantee disclaimers, payment terms, confidentiality, insurance, indemnification, and remedies.

8.13 Severability

The invalidity, in whole or in part, of any term of this Agreement or an Attachment will not affect this Agreement’s or the Attachment’s remaining terms.

8.14 Counterparts

This Agreement may be executed in counterparts, each of which is an original, but all of

ATTACHMENT I: SAMPLE CONTRACT

which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

8.15 Representations – Authority
The PARTIES represent that:

- A. They have read this Agreement, fully understand its contents, and have received a copy of it;
- B. They have the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- C. Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its term; and
- D. They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____ Date: _____

Yasmin K. Beers
City Manager

CONTRACTOR:

By _____ Date: _____

Name
Title, Organization

THIS IS A DRAFT VERSION OF THE CONTRACT.
THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.