

## CONTRACT FOR SERVICES

This Agreement is between Homebase (“CONTRACTOR”), a California nonprofit corporation, with a principal place of business at 870 Market Street, Suite 1228, San Francisco, CA 94102 and County of Lake (“CLIENT”), a County Government with a principal place of business at 225 North Forbes Street Lakeport, CA 95453.

### **Recitals**

- A. CLIENT has determined that it is desirable to retain CONTRACTOR to provide services to support the community's response to homelessness in Lake County, California;
- B. CONTRACTOR represents that the organization possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. CLIENT desires to retain CONTRACTOR to perform the proposed services.

### **Article 1. TERM OF CONTRACT**

- 1.01. This Agreement is effective May 1, 2024 and will continue in effect until December 31, 2024 or until terminated as provided in this Agreement.

### **Article 2. SERVICES TO BE PERFORMED**

- 2.01. CONTRACTOR agrees to perform services described in Exhibit A, “Scope of Services” (attached).
- 2.02. CONTRACTOR will determine the method, details and means of performing the above-described services.

- 2.03. CONTRACTOR enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. CONTRACTOR agrees that it is not and will not become an employee, partner, agent or principal of CLIENT while this Agreement is in effect. CONTRACTOR agrees it is not entitled to the rights or benefits afforded to CLIENT employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.
- 2.04. CONTRACTOR is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by CLIENT to CONTRACTOR for services under this Agreement. Upon request, CONTRACTOR will provide CLIENT with proof of timely payment. CONTRACTOR agrees to indemnify CLIENT for any claims, costs, losses, fees, penalties, interest or damages suffered by CLIENT resulting from CONTRACTOR failure to comply with any provision in this contract.
- 2.05. CONTRACTOR may, at its own expense, use any employees or subcontractors as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. CLIENT will not control, direct, or supervise CONTRACTOR employees or subcontractors in the performance of those services.

### **Article 3. COMPENSATION**

- 3.01. CLIENT agrees to pay CONTRACTOR a total of \$5,000 for the work described in Exhibit A. Fees will be invoiced upon completion of milestones as follows:

Milestone	Expected Completion Date	Amount
NOFO Submission Deadline	9/30/2024	\$5,000

- 3.02. For services rendered under this Agreement, CLIENT agrees to pay CONTRACTOR for the services rendered under this Agreement within thirty (30) days of issuance of invoice.
- 3.03. CLIENT shall only be liable to CONTRACTOR for services which have been provided consistent with this Agreement.

## **Article 4. OBLIGATIONS OF CONTRACTOR**

- 4.01. CONTRACTOR shall perform the services under this Agreement at locations that are mutually agreeable to both CONTRACTOR and CLIENT.
- 4.02. CONTRACTOR will supply all tools, materials and equipment required to perform the services under this Agreement.
- 4.03. CONTRACTOR agrees to maintain Comprehensive Automobile Liability Insurance both bodily and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in the amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

- 4.04. CONTRACTOR agrees to provide workers' compensation insurance for their employees and agents and agrees to hold harmless and indemnify CLIENT for any and all claims arising out of any injury, disability, or death of any CONTRACTOR employees or agents arising out of the services performed under this Agreement.
- 4.05. CONTRACTOR agrees to maintain a policy of Commercial General Liability insurance in the minimum amount of \$1 million to cover any negligent acts or omissions committed by CONTRACTOR or its employees or agents during the performance of duties under this Agreement. CONTRACTOR further agrees to indemnify and hold CLIENT harmless from any and all claims arising from any such negligent act or omission.
- 4.06. CONTRACTOR represents that it has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of CLIENT. This means CONTRACTOR is liable to fulfill the requirements of this Agreement. CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. Failure to perform all the services required under this Agreement constitutes a material breach of this Agreement.

4.07. CONTRACTOR agrees to indemnify, defend and hold CLIENT harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and costs, that CLIENT may incur as a result of a breach by CONTRACTOR of any representation or agreement contained in this Agreement.

CLIENT agrees to indemnify, defend and hold CONTRACTOR harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and costs, that CONTRACTOR may incur as a result of a breach by CLIENT of any representation or agreement contained in this Agreement.

4.08. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of CLIENT.

## **Article 5. TERMINATION OF AGREEMENT**

5.01. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in effect until the services provided for in this Agreement have been fully and completely performed and shall then terminate.

5.02. This Agreement will terminate automatically on the occurrence of any of the following:

- 5.02.a. Termination of this Agreement;
- 5.02.b. Bankruptcy or insolvency of either party;
- 5.02.c. Sale of the business of either party; or
- 5.02.d. Assignment of this Agreement by either party without the consent of the other party.

5.03. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately upon receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:

- 5.03.a. CLIENT's failure to pay CONTRACTOR any compensation due within thirty (30) days after written demand for payment;
- 5.03.b. CONTRACTOR's failure to complete the services specified in a timely manner as described in Exhibit A;
- 5.03.c. CONTRACTOR's breach of any representation or agreement contained in this Agreement; or

5.03.d. CLIENT's breach of any representation or agreement contained in this Agreement.

5.04. This Agreement may be terminated by mutual consent of the parties or by CLIENT upon 10 days written notice to CONTRACTOR. In the event of termination, CLIENT shall pay CONTRACTOR for services performed to the date of termination in accordance with terms of this Agreement.

## **Article 6. GENERAL PROVISIONS**

6.01. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

6.02. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of the services in this Agreement by CONTRACTOR and CLIENT, and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

6.03. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

6.04. Any controversy or claim arising out of or relating to this Agreement, or a breach of the Agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

6.05. If any arbitration or legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the arbitrator in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

6.06. This Agreement will be governed by and construed in accordance with the laws of the State of California.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written above.

CONTRACTOR

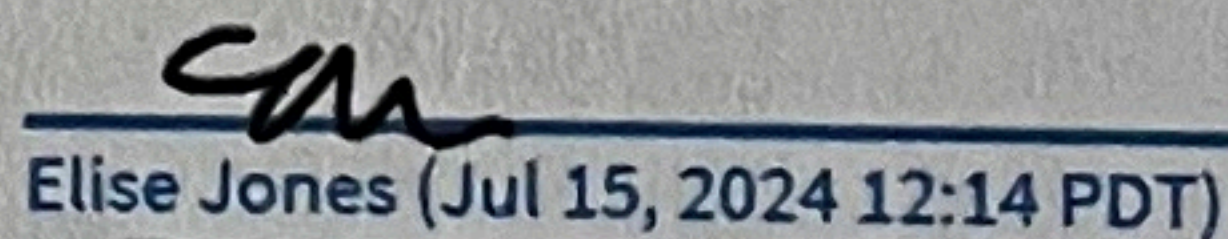
CLIENT

Homebase

County of Lake



Nikka Rapkin, Executive Director  
Authorized Agency Representative

  
Elise Jones (Jul 15, 2024 12:14 PDT)

Authorized Agency Representative

Name: Elise Jones

Title: LCBHS Director

County Counsel



Authorized Agency Representative

Name: Lloyd O. Guistion

Title: County Counsel

## **Exhibit A – Scope of Work**

Homebase staff will host a NOFO Support Workgroup that will meet bi-weekly prior to HUD's 2024 Continuum of Care Notice of Funding Opportunity (CoC NOFO) release. The workgroup will meet weekly once HUD's CoC NOFO is released until the due date (expected to be July - September 2024). The workgroup will include representatives from multiple CoCs that are applying for HUD CoC funding in 2024.

Homebase staff will plan, facilitate, and provide materials for each workgroup meeting. Each workgroup meeting will share information, resources, and tools ensure all communities participating in the workgroup are on-track to submit a successful application.

Homebase will also:

- Provide resources, tools, & support for writing essays
- Share expertise on Lived Experience Boards & Equity Analysis
- Provide support for review and rank processes, tools, and timelines, and
- Direct communities to specific HUD resources (as needed).