

## CONTRACT FOR SERVICES

This Agreement is effective as of January 12, 2021, between Homebase, The Center for Common Concerns, (“CONTRACTOR”), a California nonprofit corporation, with a principal place of business at 870 Market Street, Suite 1228, San Francisco, CA 94102 and the City of Norman, Oklahoma, a municipal corporation (“CLIENT”) with its a principal place of business at 201 West Gray, Norman, OK 73069.

### Recitals

- A. CLIENT has determined that it is desirable to retain CONTRACTOR to provide services to support the community's response to address homelessness in Norman, Oklahoma;
- 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 January 12, 2021, and will continue in effect until January 11, 2022 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.
- 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 up to \$100,000.00 for the work described in Exhibit A.
- 3.02. For services rendered under this Agreement, CLIENT agrees to pay CONTRACTOR for the services rendered under this Agreement within thirty (30) business days following the end of the most recent service month as set forth in Exhibit A Milestones and Payments.
- 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 allowing for appropriate timelines for public notice.
- 4.02. CONTRACTOR will supply all tools, materials and equipment required to perform the services under this Agreement, at their own cost.
- 4.03. 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.
- 4.04. 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.
- 4.05. 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.
- 4.06. 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
  - 5.04.d. CLIENT's breach of any representation or agreement contained in 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 services 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. CONTRACTOR and CLIENT each agrees to defend, indemnify and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONTRACTOR and CLIENT, such liability shall be borne by each party in proportion to its own negligence.

6.05. Any controversy or claim arising out of or relating to this Agreement or a breach of the Agreement will be governed and construed by the laws of the State of Oklahoma.

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

Homebase, The Center for Common Concerns  
"CONTRACTOR"  
A California nonprofit corporation



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Nikka Rapkin, Executive Director  
Authorized Agency Representative

CITY OF NORMAN, a municipal corporation "CLIENT"

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Breea Clark, Mayor

Attest:

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Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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City Attorney's Office

**Exhibit A****Task 1: Gaps Analysis (January 2021- April 2021)**

CONTRACTOR will carry out a gaps analysis that identifies existing housing and services, unmet needs, and priority gaps to be addressed. This assessment will be conducted based on:

- Review of key documents;
- Analysis of HMIS, coordinated entry (including assessment tool), and other data on person served, needs and performance;
- Targeted discussions with key stakeholders to contextualize the data and information gathered; and
- 3-4 client focus groups and 2 stakeholder focus groups and/or
- e-surveys, if needed.

The gaps analysis will look at the homelessness system of care overall and at sub-population needs and differential access, and it will consider both the need for new programs as well as improvements to the operation of existing housing and services.

CLIENT will provide key documents and data upon request, contact information for key stakeholders, and support logistics related to focus group and e-survey.

CONTRACTOR will prepare an analysis identifying key system gaps, capacity needs, available resources, and demographic trends, including racial disparities. The gaps analysis report will be structured to include at least:

- An overview of homelessness in the City of Norman, overall and by sub-population (including racial disparity analysis);
- A description of needs, barriers, opportunities and gaps;
- A comparison of resources and performance in peer communities;
- An inventory of resources that are already being used to address, or could be applied towards addressing, homelessness;
- Identification of existing strengths and potential opportunities from existing initiatives underway; and
- 3-5 key recommendations of strategies or programs that would fill identified resource gaps, leverage best practices and existing community strengths, and ensure effective response to homelessness locally, with examples of similar programs in other communities.

**Task 2: Strategy Development (May 2021- August 2021)**

CONTRACTOR will facilitate a community meeting(s) or use other strategies to review the gaps analysis and key recommendations with community stakeholders (including at least providers and consumers, with a goal of isolating community goals and priorities for continued planning and development. CONTRACTOR will use various facilitation techniques to obtain input, feedback, and interest from stakeholder participants.

CONTRACTOR will further develop the most highly prioritized program recommendations, which may include developing detailed proposals for service models, staffing ratios, program size, program structure, operator capacity requirements, policies and procedures, service partnerships, siting, construction costs, and appropriate construction and operating funding sources. CONTRACTOR may engage a subcontractor to support this effort.

CONTRACTOR will also prepare recommendations for community-wide goals, strategies, initiatives, benchmarks, and performance targets.

CONTRACTOR will facilitate a follow-up planning session with key community stakeholders to review to further review recommendations and further prioritize goals and strategies that align with community will and interest.

### Task 3: Final Report (September 2021-October 2021)

CONTRACTOR will prepare a draft strategic report. The report will include:

- An executive summary
- Description of methodology
- A summary of the results of the needs assessment
- Analysis of system performance and system resources compared other similar communities, both within Oklahoma and across the U.S.
- All of the information created and presented related to the proposed built solution(s) (e.g., structure, staffing, costs, siting factors), and
- Recommendations for overall system goals, strategies, initiatives, benchmarks, and performance targets.

The report will be presented to CLIENT for feedback. In addition, the draft may be made available to other stakeholders and the public for comment. Homebase will incorporate the feedback received into a final version of the report. The final document will be user-friendly, easy to read, and accessible for a lay audience, making use of graphics to illustrate key concepts and useable in both print and electronic formats.

## Milestones and Payment

The total amount to be paid to CONTRACTOR by CLIENT under this agreement shall not exceed \$100,000.00 without express agreement by both parties.

Upon CONTRACTOR's completion of each of the tasks set forth below, CONTRACTOR shall submit an invoice to CLIENT for the amounts listed, which shall be paid in accordance with Section 3.02.

- Upon Contract Execution: \$10,000
- Gaps Analysis completed and presented to CLIENT: \$40,000
- Draft strategic report completed and presented to CLIENT: \$35,000
- Final strategic report completed and presented to CLIENT: \$15,000