#### **CONTRACT**

#### between

# The Housing Authority of the County of Marin and Women Helping All People

# Grounds Maintenance January 1, 2006 through December 31, 2008

This is a Contract between the Housing Authority of the County of Marin (hereinafter referred to as MHA) and Women Helping All People (hereinafter referred to as Contractor) to provide landscape and grounds maintenance services for the Golden Gate Village, Marin City public housing complex.

### I. Liaison and Supervision

MHA's representative for matters relating to the administration of this Contract shall be its Director of Maintenance and Facilities; the Contractor's representative shall be its Executive Director.

## II. Scope of Services

The Contractor shall do, perform, and carry out in a satisfactory and proper manner as determined by MHA, the tasks and services pertaining to the maintenance of the grounds at the Marin City public housing complex as set forth in EXHIBIT A, *Scope of Services*.

## III. Compensation and Method of Payment

- **A. Maximum Payment Obligation.** In consideration of Contractor's performance of the services listed in EXHIBIT A, MHA shall compensate Contractor in accordance with EXHIBIT B, *Budget*. MHA's maximum cumulative obligation to Contractor shall not exceed \$136,000 in 2006, subject to reasonable cost of living increases in 2007 and 2008 not to exceed 3.5%.
- **B.** Method of Payment. MHA will pay the compensation for services, as included in the accepted proposal, monthly upon presentation of invoices. Payment is contingent upon execution of this Contract, and receipt of evidence of insurance and a signed Hold Harmless Agreement as specified in EXHIBIT C, *General Provisions*, paragraph 6, and EXHIBIT D, *Hold Harmless Agreement*.

### IV. MHA Coordination and Support

- A. In order to most effectively coordinate the ongoing work of MHA staff with Contractor's employees/trainees, the parties agree to meet at least monthly to review work schedules and scope of work. At each meeting, Contractor will generate a written work schedule and MHA will provide site guidance and information as required.
- B. As part of this Contract, MHA agrees to provide the following support services at no cost to Contractor:
  - 1. Transport of cuttings and debris to the dump and associated dumping fees unless otherwise coordinated and arranged between MHA and Contractor.
- **V. Term.** This Contract shall become effective January 1, 2006 and shall continue through December 31, 2008, unless otherwise terminated in accordance with EXHIBIT C, *General Provisions*, paragraphs 20, 21 or 22.
- **VI. Exhibits.** All Exhibits referred to herein are attached hereto and by this reference incorporated herein. Exhibits include:

EXHIBIT A. Scope of Services

EXHIBIT B. Budget

HOUSING AUTHORITY

Executive Director

EXHIBIT C. General Provisions

EXHIBIT D. Hold Harmless Agreement

IN WITNESS WHEREOF, the Housing Authority of the County of Marin, and Contractor have executed this Agreement on February 7, 2006 in San Rafael, Marin County, State of California.

WOMEN HELPING ALL PEOPLE

Executive Director

OF THE COUNTY OF MARIN	
By:	By:
Christine Gouig	Royce McLemore