

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the “Agreement”) is made between the City of Lakeport, a municipal corporation (“Lakeport”) and Lake Family Resource Center, a California non-profit public benefit corporation (“LFRC”), hereinafter referred to individually as “Party” and collectively as “Parties.”

Recitals

WHEREAS, the Parties have worked in partnership to provide Crisis Responder services in the City of Lakeport since 2021; and

WHEREAS, LFRC is the recipient various CalOES Crime Victim Assistance grants that are eligible to continue funding the Crisis Responder services in the City of Lakeport; and

WHEREAS, CalOES Crime Victim Assistance grants are reimbursement type grants and LFRC does not have sufficient cash on hand to fund the program until reimbursement is received from the grantor; and

WHEREAS, Lakeport intends to provide cash to LFRC to operate the program and be reimbursed when grant draws are received by LFRC.

NOW, THEREFORE, in consideration of the promises, covenants, warranties and representations set forth below, it is mutually agreed:

- 1. GRANT RESPONSIBILITY.** LFRC is solely responsible for all grant-related requirements applicable to the CalOES Crime Victim Assistance grants associated with the Crisis Responder program.
- 2. COST SHARING.** Lakeport agrees to provide to LFRC cash in an amount equal to six months of program operating costs at a time. LFRC shall provide Lakeport with data Lakeport, in its sole discretion, deems satisfactory to demonstrate LFRC’s program operating expenses.
- 3. REIMBURSEMENT.** LFRC will process grant draws monthly and reimburse Lakeport for the amounts provided under Section 2 of this Agreement, without interest except as provided in Section 4 of this Agreement, within ten (10) calendar days of receipt of grant draws.
- 4. DEFAULT AND ACCELERATION.** LFRC agrees that the unpaid balance of amounts provided under Section 2 of this Agreement shall automatically become immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%) per annum compounded monthly, upon the failure of LFRC to make any payment within twenty (20) day of when due under this Agreement or upon the failure of LFRC to perform or observe any

other term or provision of this Agreement or upon Lakeport's termination of this Agreement under Section 10 of this Agreement. This provision applies regardless of whether LFRC receives grant funding from CalOES Crime Victim Assistance or not.

5. EFFECTIVE DATE AND TERM. This Agreement shall become effective upon the date of execution by all Parties and shall continue in effect until grant funds are fully expended, drawn and paid to Lakeport, or unless otherwise terminated under Section 10 of this Agreement.

6. INDEMNIFICATION. Each Party shall indemnify and hold the other Parties harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claims, demands, liabilities, losses, damages, costs, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of any Party. The obligations under this Section shall survive the termination of the Agreement.

7. NOTICES. All notices that are required to be given by one Party to the other Party under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses, unless such addresses are changed by notice, in writing, to the other Party:

Lake Family Resource Center
Executive Director
5350 Mian St.
Kelseyville, CA 95451

City of Lakeport
City Manager
225 Park St.
Lakeport, CA 95453

8. RELATIONSHIP OF PARTIES. LFRC is, and shall at all times remain as to Lakeport, a wholly independent contractor. LFRC shall have no power to incur any debt, obligation, or liability on behalf of Lakeport or otherwise to act on behalf of Lakeport as an agent. Neither Lakeport nor any of its agents shall have control over the conduct of LFRC or any of LFRC's employees, except as set forth in this Agreement. LFRC shall not represent that it is, or that any of its agents or employees are, in any manner employees of Lakeport. Under no circumstances shall LFRC look to the Lakeport as its employer. LFRC shall not be entitled to any benefits. Lakeport makes no representation as to the effect of this independent contractor relationship on LFRC's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and LFRC specifically assumes the responsibility for making such a determination. LFRC shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

- 9. NO WAIVER BY LAKEPORT.** No waiver of any breach, default or failure of condition under the terms of this Agreement shall thereby be implied from any failure of Lakeport to take, or any delay by Lakeport in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Agreement or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.
- 10. TERMINATION.** Lakeport may terminate this Agreement for any reason on thirty (30) days' written notice to LFRC. LFRC may terminate this Agreement for any reason on thirty (30) days' written notice to Lakeport. Upon termination, all outstanding payments from Lakeport to LFRC shall become due and payment under Section 4 of this Agreement.
- 11. MODIFICATION.** This Agreement may only be modified by a written amendment thereto, executed by all Parties.
- 12. ATTORNEYS FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 13. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 14. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the law of the State of California, and the Parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California.
- 15. ADDITIONAL PROVISIONS.** This Agreement constitutes the entire Agreement between the Parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussion hereto and between the Parties related to the subject matter of this Agreement.
- 16. COUNTERPARTS.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties and/or their designated representatives do not appear on the same page. This Agreement may be transmitted by facsimile or other electronic means and the reproduction of signatures by facsimile or other electronic means will be treated as binding as if originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officers.

LAKE FAMILY RESOURCE CENTER

By: _____
Name: Lisa Morrow
Title: Executive Director

Date: _____

CITY OF LAKEPORT

By: _____
Name: Kevin Ingram
Title: City Manager

Date: _____

Approved as to form:

By: _____
Name: David J. Ruderman
Title: City Attorney

Attest:

By: _____
Name: Kelly Buendia
Title: City Clerk