



**INDEPENDENT CONTRACTOR AGREEMENT
SAN JOAQUIN COUNTY**

CONTRACT ID# #####-#

Contract Amount \$281,000.00

PARTIES:

COUNTY: County of San Joaquin
Purchasing & Support Services
44 N. San Joaquin Street
Suite 540
Stockton, CA 95202-2931

COUNTY DEPARTMENT: Behavioral Health
1212 N California Street
Stockton, CA 95202
Arturo Alvarez
209-468-0121
aalvarez@sjcbhs.org

CONTRACTOR: City of Manteca
1001 West Center Street
Manteca, CA 95337
Vielka E. Guarascio
209-456-8556
vguarascio@manteca.gov

This Agreement is made and entered into this _____ day of _____, 20 ____, by and between City of Manteca, an independent contractor (hereinafter "CONTRACTOR"), and the County of San Joaquin, a political subdivision of the State of California for its Behavioral Health at the address referenced above (hereinafter "COUNTY").

RECITALS

WHEREAS eligible uses of Behavioral Health Bridge Housing ("BHBH") funds are to address the unique needs of their local communities and create a stronger national economy by using these essential funds for various vital public services in supports including navigation centers, respite crisis housing, and emergency shelters; and

WHEREAS eligible uses of BHBH funds include investment in a wide variety of projects such as housing projects, homelessness prevention, resilience planning and other critical infrastructure and services; and

WHEREAS, CONTRACTOR has identified a need for supportive and transitional respite housing for San Joaquin County residents; and

WHEREAS, CONTRACTOR acquired a location at 715 E. North Street, Manteca, CA 95336 and is developing The Way Veteran Village, a tiny home community, that will provide beds for supportive transitional respite housing; and

WHEREAS, COUNTY provides services to San Joaquin County residents, including those who are homeless or at-risk of homelessness with serious behavioral health conditions, including Serious Mental Illness (SMI) and/or Substance Use Disorders (SUD); and

WHEREAS, the California Department of Health Care Services (DHCS) has granted BHBH program funds to COUNTY for the purposes of reducing homelessness for individuals with SMI and/or SUD; and

WHEREAS, the Parties hereto now desire to enter into this Agreement and to comply with the purposes and requirements set forth for the use of COUNTY'S BHBH funds;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, it is mutually agreed as follows:

I. THE PURPOSE OF THE AGREEMENT

The purpose of this Agreement is COUNTY will provide CONTRACTOR BHBH funds to partially fund the purchase and install of two (2) single-bed tiny homes and one (1) two-bed tiny home for the The Way Veteran Village located at 715 E. North Street, Manteca, CA 95336. Upon completion of installation, the four (4) beds will be available for use by San Joaquin County residents specifically referred by COUNTY who are homeless or at-risk of homelessness with serious behavioral health conditions, including SMI and/or SUD, or are justice involved with prioritization for CARE Court participants.

II. ORDER FOR PRECEDENCE

A. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations;
2. Requirements governing the use of BHBH funds;
3. This Agreement.

III. THE SCOPE OF SERVICES

A. COUNTY will provide CONTRACTOR BHBH program funds to partially fund the purchase and install of two (2) single-bed tiny homes and one (1) two-bed tiny home at 715 E. North Street, Manteca, CA 95336, (the "The Way Veteran Village"), to create 4 transitional beds for use by residents specifically referred by COUNTY who are homeless or at-risk of homelessness with serious behavioral health conditions, including SMI and/or SUD, or are justice involved with prioritization for CARE Court participants.

B. By March 31, 2026, CONTRACTOR, or its designee, shall open the 4 transitional beds.

C. The Parties acknowledge that the California Department of Health Care Services (DHCS) requires COUNTY place a deed restriction on non-COUNTY owned properties purchased or improved with BHBH Program infrastructure funds through June 30, 2027. As such, the Parties agrees as follows:

- a. CONTRACTOR shall record a deed restriction against the property that ensures it will be used to provide the Services for the term of this Agreement. If the property is no longer used to provide the Services due to sale, transfer or lease, then:
 - i. The BHBH funding received under this Agreement, and any interest thereon shall be repaid to COUNTY; or
 - ii. CONTRACTOR shall find an alternative use of the BHBH proceeds to provide bridge housing for individuals who are homeless or at-risk of homelessness with serious behavioral health conditions in a manner acceptable to DHCS.

D. CONTRACTOR shall provide a copy of the recorded deed restriction to COUNTY by March 31, 2026.

- a. The deed restriction will remain in place for the balance of the Agreement term until June 30, 2036.

IV. GENERAL PROVISIONS:

A. Term of Agreement:

This Agreement shall commence when fully executed and end on June 30, 2036, unless Work is completed on a date prior thereto or unless terminated earlier as provided herein. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

B. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

C. Compensation:

COUNTY agrees to pay CONTRACTOR the amounts as indicated below using BHBH funding. Notwithstanding the foregoing, the total payments under this Agreement shall not exceed Two Hundred Thousand Eighty-One Dollars and No Cents (**\$281,000.00**).

Type of Unit	Quantity	Cost per Unit	Total Cost
Single-bed	2	\$87,812.50	\$175,625.00
Two-bed	1	\$105,375.00	\$105,375.00
			\$281,000.00

D. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to the COUNTY'S, Behavioral Health Services at the address referenced above. All invoices must reference this Agreement Number/Contract ID # and the Work performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

LATE FEES: California Government Code 926.10 provides the following "....any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum."

E. CONTRACTOR'S Status:

In the performance of Work, duties and obligations imposed by this Agreement, the CONTRACTOR and/or its employees are at all times acting as independent contractor(s) practicing his or her profession and not as an employee of COUNTY. **A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY.** CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

F. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract its obligation herein without the prior written consent of COUNTY. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

G. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other companies or individuals for similar services, including but not limited to any other party who may have submitted bids or proposals to any RFP or other requests from COUNTY for the work or services performed under this agreement. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

H. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition,

secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

I. Insurance

1. CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to COUNTY.
2. CONTRACTOR agrees to be responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors, if any, who provide services pursuant to this Agreement.
3. General Liability Limits
 - a. BI & PD combined/per occurrence/Aggregate \$1,000,000
 - b. Personal Injury/Aggregate \$2,000,000
 - c. Automobile Liability/per occurrence \$1,000,000
 - 1) CONTRACTOR agrees to defend, hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
4. Professional Liability
 - a. Professional Liability/as appropriately relates to \$1,000,000
services rendered. Coverage may include medical malpractice, cyber liability, and/or errors and omissions.
5. Workers' Compensation and Employer's Liability Statutory requirement

J. Discrimination:

CONTRACTOR shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2). CONTRACTOR shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

K. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of

1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

L. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

M. Termination:

1. **Termination for Cause:** If CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement.
2. **Termination for Convenience:** In addition, COUNTY may terminate this Agreement for its convenience upon thirty (30) days written notice to CONTRACTOR.
3. **Funding out Clause:** If the County Board of Supervisors fails to appropriate funds to enable the County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the CONTRACTOR will be given written notice of such termination.
4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CONTRACTOR shall only be paid for any Work completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, CONTRACTOR shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this Agreement.
5. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that CONTRACTOR can legally cancel; COUNTY shall not be liable for any expenses incurred by CONTRACTOR subsequent to the notice of termination

N. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no financial or other interest, in other project(s) or contract(s), or other activity(ies), nor shall it acquire any such interest, directly or indirectly, that would conflict or inhibit in any way, manner or degree with the performance of services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such a conflict of interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S

employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY.

O. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of California Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

P. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either CONTRACTOR or COUNTY.

Q. Compliance:

1. CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
2. CONTRACTOR shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

R. Disputes and Remedies:

1. Notice of any disputes, claims, or breach raised by CONTRACTOR, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONTRACTOR, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.
2. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONTRACTOR. Such dispute, claim, or breach would include conditions and time constraints required of CONTRACTOR to remedy.
3. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.
4. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts.

CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

5. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

S. Public Record

All bids and proposal information is property of COUNTY. All such documents, including this Agreement, are public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". CONTRACTOR'S Proprietary material must be clearly marked as such, but even so marked, it does not guarantee non-disclosure and may still be subject to disclosure pursuant to law. Pricing and service elements of the successful bid and/or proposal may not be considered proprietary information.

COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If CONTRACTOR believes that it has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within its bid, Proposal, this Agreement, it must identify any such information, together with the legal basis of your claim to COUNTY. CONTRACTOR agrees to defend and indemnify COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality to protect documents from public disclosure. The final determination as to whether COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of COUNTY.

T. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for CONTRACTOR for COUNTY, or otherwise by or for CONTRACTOR, or by or for a subcontractor operating under CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

U. San Joaquin County Green Purchasing Policy:

1. COUNTY has a Green Purchasing Policy; please go to website to view.: <http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>
2. COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison

takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.

3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate “green” standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

V. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that “Work Product”, and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute “works made for hire” within the meaning of Title 17

United States Code Section 101 et seq. (the “Copyright Act”), and all right, title, and interest in and to the Custom Products shall vest in COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of COUNTY and/or may not be a “work made for hire” as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting “Work Product”, CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

□ 201_ County of San Joaquin. All rights reserved.

W. Data Security – Confidentiality

1. ***Acknowledgment of access to information characterized as covered data:*** CONTRACTOR acknowledges that this Agreement may allow CONTRACTOR access to confidential COUNTY information or COUNTY provided information including, but not limited to, personal information, records, data, or financial information (“Covered Data”) notwithstanding the manner in which or from whom it is received by CONTRACTOR, which is subject to state laws that restrict the use and disclosure of the COUNTY information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. CONTRACTOR shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the provisions of this Agreement and prior written consent of COUNTY. CONTRACTOR agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

2. ***Prohibition on unauthorized use or disclosure of Covered Data:*** CONTRACTOR agrees to hold Covered Data received from or created on behalf of COUNTY in strictest confidence. CONTRACTOR shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by COUNTY. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, CONTRACTOR will notify COUNTY in writing prior to any disclosure in order to give COUNTY an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by COUNTY.
3. ***Safeguard standard:*** CONTRACTOR agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.
4. ***Return or destruction of Covered Data:*** Upon termination, cancellation, expiration or other conclusion of this Agreement, CONTRACTOR shall return the Covered Data to COUNTY unless COUNTY requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, CONTRACTOR shall certify in writing to the COUNTY that the return or destruction has been completed.
5. ***Reporting of unauthorized disclosures or misuse of Covered Data:*** CONTRACTOR shall report, either orally or in writing, to COUNTY any use or disclosure of Covered Data not authorized by this Agreement or in writing by COUNTY, including any reasonable belief that an unauthorized individual has accessed Covered Data. CONTRACTOR shall make the report to COUNTY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after CONTRACTOR reasonably believes there has been unauthorized use or disclosure. CONTRACTOR'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure.
6. ***Examination of records:*** COUNTY and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of CONTRACTOR involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. CONTRACTOR shall retain project records for a period of five years from the date of final payment.

7. **Assistance in litigation or administrative proceedings:** CONTRACTOR shall make itself and any employees, subcontractors, or agents assisting CONTRACTOR in the performance of its obligations under this Agreement available to COUNTY, at no cost, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against COUNTY, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.
8. **No third-party rights:** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

X. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement effective on the day and year first written above.

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

City of Manteca
1001 West Center Street
Manteca, CA 95337

By: _____
Sukhminder S. Dhaliwal, Chair
Board of Supervisors

By: _____
Signature, Authorized Agent

By: _____
Print Name

ATTEST: Rachel DeBord
Clerk of the Board of Supervisors
of the County of San Joaquin
State of California

By: _____

APPROVED AS TO FORM
Office of County Counsel

By: _____
Quendrith Macedo
Deputy County Counsel