

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES

BOARD AGENDA # \*B-1

Urgent \_\_\_\_\_ Routine X

AGENDA DATE October 30, 2001

CEO Concur with Recommendation YES one NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT: APPROVAL OF AGREEMENT WITH STANCO (STANISLAUS AFFORDABLE HOUSING CORPORATION) - BEHAVIORAL HEALTH AND RECOVERY SERVICES

STAFF RECOMMENDATIONS: AUTHORIZE THE DIRECTOR OR HIS DESIGNEE TO SIGN AN AGREEMENT WITH STANCO (STANISLAUS AFFORDABLE HOUSING CORPORATION)

FISCAL IMPACT: Behavioral Health and Recovery Services has included \$242,009 in revenue and expenditures in Mental Health Fund 1501 for fiscal year 2001/2002 for this agreement. No additional funds are requested. There is no impact on the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2001-816

On motion of Supervisor Blom, Seconded by Supervisor Mayfield  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Caruso

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro  
Deputy

File No.

APPROVAL OF AGREEMENT WITH STANCO (STANISLAUS AFFORDABLE HOUSING CORPORATION) – BEHAVIORAL HEALTH AND RECOVERY SERVICES  
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DISCUSSION: Behavioral Health and Recovery Services has received funding through AB 34 (passed during the 1999/2000 legislative session and chaptered on October 10, 1999 affecting Welfare and Institutions Code Sections 5802, 5806, 5814 and 5814.5) and AB 2034 (passed during the 1999/2000 legislative session and chaptered on September 19, 2000 and affecting Welfare and Institutions Code Sections 5806, 5811, 5814 and 5814.5) for the expansion of services in the Adult System of Care. This funding specifically targets adults with a serious mental illness who are homeless and at risk of incarceration. The purpose of the legislation is to reduce incidents of homelessness and incarceration of this target population.

STANCO (Stanislaus Affordable Housing Corporation) has been a partner with Behavioral Health and Recovery Services in the expansion of safe and affordable housing for consumers served under AB 34 and AB 2034. Within the last 18 months, STANCO has acquired 27 housing units with the capacity to house up to 50 consumers who had been previously homeless. It is anticipated that the number of housing units available to the organization through STANCO will increase.

The initial agreement with STANCO did not address the need for property management or formalize a method of subsidizing rent payment for those consumers who are temporarily unable to pay the full cost of rent. Adding property management and guaranteed rent subsidies to the agreement will help ensure that housing units remain affordable and available to homeless clients of Behavioral Health and Recovery Services.

The organization requests approval to contract with STANCO to purchase property management services for housing units owned by STANCO and rented to Behavioral Health and Recovery Services tenants/consumers. Additionally, the agreement will pay STANCO the difference between what STANCO collects from tenants/consumers and STANCO's actual charge for rent and utilities.

The efforts of Behavioral Health and Recovery Services under AB 34 and AB 2034 have resulted in a significant decrease in incidents of homelessness among adults with a serious mental illness. Programs have shown an annualized reduction in homelessness of 57% for enrollees since October 2000. This is due in large part to the availability of safe and affordable housing. Approval of this agreement with STANCO will help to ensure that transitional and permanent housing remains available to homeless adults with a serious mental illness.

APPROVAL OF AGREEMENT WITH STANCO (STANISLAUS AFFORDABLE HOUSING CORPORATION) – BEHAVIORAL HEALTH AND RECOVERY SERVICES  
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POLICY  
ISSUE:

Approval of the agreement with STANCO for property management services and rent subsidies supports the Board of Supervisors' priority of ensuring a safe and healthy community.

STAFFING  
IMPACT:

There is no impact on staffing.

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and STANCO, Stanislaus County Affordable Housing Corporation ("Contractor"), on November 1, 2001.

**Recitals**

WHEREAS, the County has a need for temporary housing and property management for its homeless mentally ill clients; and

WHEREAS, the Contractor is a non profit housing developer and maintains properties which are suitable for temporary housing and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

**1 Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the

requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

## 2 Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

## 3 Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within

thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

#### 4 Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

#### 5 Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### 6 Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall *promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.*

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall *include all subcontractors as additional insureds under its insurance policies.*

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All *certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County.* County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## 7 Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.



7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 8 Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9 Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10 . Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

## 11 . Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

## 12 . Assignment

This is an agreement for the services of Contractor. County has relied upon the

skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13 . Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14 . Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attn: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor: David T. Meling  
STANCO/Stanislaus County Affordable Housing Corporation  
201 E. Rumble, Suite A1  
Modesto California 95350

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

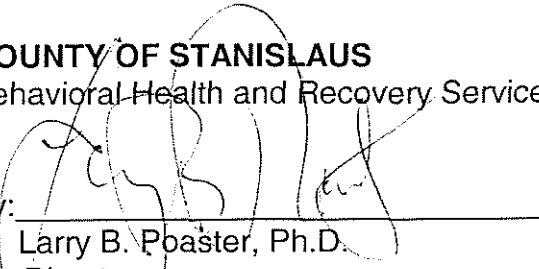
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**  
Behavioral Health and Recovery Services

By:   
Larry B. Poaster, Ph.D.  
Director

"County"

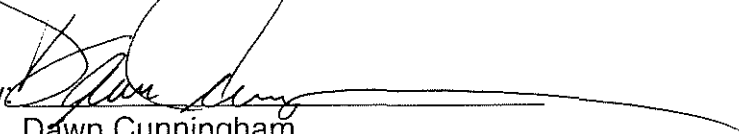
**STANCO**

By:   
David T. Meling

"Contractor"

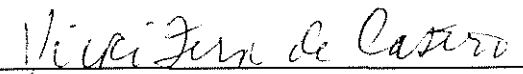
Taxpayer Identification No. 77-031784

APPROVED AS TO CONTENT:

By:   
Dawn Cunningham  
Chief, Adult System of Care

APPROVED AS TO FORM:

Michael H. Krausnick  
County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

**A. SCOPE OF WORK**

**Rent Subsidy:**

1. The Contractor shall provide County access to its properties as indicated by the Schedule of Properties and Rents attached as Exhibit B, for placement of County's homeless, or at risk of homelessness, mentally ill clients. Clients shall be referred by County or its contractors.
2. County's tenant clients are expected to pay Contractor directly thirty (30) percent of their monthly income in exchange for temporary housing including use of gas and electricity, hereinafter referred to as utilities.
3. The Contractor shall be responsible for the routine repair and maintenance expected when tenants occupy Contractor's rental units, such as routine painting and carpet cleaning. The County shall reimburse Contractor for the cost of repair and maintenance of excessive property damage caused by its tenant clients, e.g., broken windows, carpet burns, and holes in the wall.
4. Contractor shall have the right to require the tenants to comply with written leases and rules and regulations for the protection of all tenants, the properties and Contractor's rights as landlord. Contractor shall have the right to evict any tenants who fail to comply with said leases or rules and regulations or take other appropriate action against such tenants.

**Property Management Services:**

The Contractor shall provide property management services for residential sites that are the subject of the rent subsidy contract between the parties. These services include:

1. Prepare dwelling for occupancy including routine cleaning and maintenance prior to occupancy.
2. Assist County Housing Resources in the screening of tenants.
3. Assist tenants, prior to occupying property, in reviewing the rules and regulating requirements and policies provided in the County Admission Packet.
4. Assist County Housing Resources in creating and executing rental agreements for each tenant.
5. Perform and oversee ordinary maintenance of property, e.g., yard maintenance, leaks, plumbing, and damages not directly sustained by tenant.

6. Collect tenant rents and maintain bookkeeping records.
7. Create a written and photographic record of property's condition.
8. Work with tenants' case managers and County Housing Resources regarding compliance with the rules and regulations. Assist case managers in notifying tenants of non-compliance.
9. Assist County BHRS in monitoring population income levels for government reporting and monitoring purposes. Collect data, as necessary, for reporting purposes.

## **B. COMPENSATION**

The Contractor shall be compensated for services provided under this Agreement as follows:

1. County shall pay the Contractor the difference between what Contractor collects from County's tenant clients and Contractor's actual charge for rent, including utilities, per month as indicated by the current Schedule of Properties and Rents, provided, however, the Contractor will provide the County 30-days notice before any change in the rent schedule takes effect.
2. County shall also reimburse Contractor for Contractor's costs to repair excessive property damage caused by County's tenant clients.
3. County's payment shall include any days Contractor's units were not occupied due to repair or maintenance. However, Contractor shall make every effort to make units habitable as soon as possible.
4. Contractor shall submit a monthly invoice that includes a list of clients occupying Contractor's units, including vacancies, and the dollar amount Contractor collected from the client for the previous month's rent and utilities. The total dollar amount collected shall be considered an offset to what the County owes the Contractor. The invoice shall also identify property management services provided at \$2,500 per month.
5. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$242,009 which includes up to \$20,000 in reimbursement for excessive repair and maintenance, up to \$20,000 for property management services and excess for the expansion of units if necessary.

## **C. ADDITIONAL TERMS**

1. Add as Section 7.3: To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses,

judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

2. If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

3. In accordance with the requirements of applicable Federal or State Laws, persons shall be provided treatment without discrimination on the basis of age, race, color, religion, gender, marital status, sexual orientation, national origin, or physical or mental handicap.

4. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a complaint process and timely complaint resolution.

5. Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. The Contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1997, and found in the Federal Register, Volume 42, Number 85, dated May 4, 1977 and agrees to comply with the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 24 CFR Section 8.56(k), and Federal Fair Housing Act, 24 CFR Part 100, Section 100.5(a).

#### **D. TERM**

These services shall commence on November 1, 2001, and continue through June 30, 2002.



**EXHIBIT B**

**STANCO Properties  
Utilized by Behavioral  
Health and Recovery Services**

<b>Address</b>	<b>Unit</b>	<b>Size</b>	<b>Monthly Rent</b>	<b>Estimated Monthly Utilities</b>	<b>Estimated Total Monthly Rent &amp; Utilities</b>
605 5th Street		2 Bedroom	\$ 700.00	\$ 100.84	\$ 800.84
601 5th Street	1	Studio	\$ 300.00	\$ 100.84	\$ 400.84
"	2	2 Bedroom	\$ 700.00	\$ 100.84	\$ 800.84
"	3	1 Bedroom	\$ 325.00	\$ 100.84	\$ 425.84
"	4	Studio	\$ 300.00	\$ 100.84	\$ 400.84
"	5	Studio	\$ 300.00	\$ 100.84	\$ 400.84
417 "F" Street	6	Studio	\$ 300.00	\$ 100.84	\$ 400.84
"	7	1 Bedroom	\$ 325.00	\$ 100.84	\$ 425.84
"	8	Studio	\$ 300.00	\$ 100.84	\$ 400.84
"	9	1 Bedroom	\$ 325.00	\$ 100.84	\$ 425.84
417 1/2 "F" Street	10	2 Bedroom	\$ 700.00	\$ 100.84	\$ 800.84
"	11	2 Bedroom	\$ 700.00	\$ 100.84	\$ 800.84
"	12	2 Bedroom	\$ 700.00	\$ 100.84	\$ 800.84
"	13	2 Bedroom	\$ 700.00	\$ 100.84	\$ 800.84
1005 Maze Blvd	1	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
901 California	1	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	4	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	5	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	8	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	11	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	14	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	15	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
"	16	2 Bedroom	\$ 600.00	\$ 100.84	\$ 700.84
575 Sun Garden Ct.		3 Bedroom	\$ 750.00	\$ 201.68	\$ 951.68
1216 Ricardo		3 Bedroom	\$ 750.00	\$ 201.68	\$ 951.68
308 Locust		3 Bedroom	\$ 500.00	\$ 201.68	\$ 701.68
512 Vine		6 Bedroom	\$ 1,800.00	\$ 201.68	\$ 2,001.68
	<b>27</b>		<b>\$15,875.00</b>	<b>\$3,126.04</b>	<b>\$ 19,001.04</b>

Rent & Utilities  
Nov. 1, 2001 to Jun 30, 2002

\$ 152,008.32