

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND 4LEAF, INC.,
SECOND UNIT AMNESTY BUILDING INSPECTION.**

This Agreement is entered into this 8th day of January 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and 4LEAF, Inc., Second Unit Amnesty Building Inspection, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing both pre-determined and as-needed (on-call) support services to provide contract building inspection, plan review, program administration, and program management services for the County's Second Unit Amnesty Program.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$447,347 (four hundred forty seven thousand three hundred forty seven dollars). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 15, 2019, through January 15, 2022.

5. Termination

This Agreement may be terminated by the Community Development Director, or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the

subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with

Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Will Gibson, Planner III
Address: 455 County Center, 2nd Floor, Redwood City, CA 94063
Telephone: 650-363-1816
Facsimile: 650-599-7332
Email: wgibson@smcgov.org

In the case of Contractor, to:

Name/Title: Craig Tole, Director of Development Services
Address: 2126 Rheem Drive, Pleasanton, CA 94588
Telephone: 925-462-5959
Facsimile: 925-462-5958
Email: ctole@4leafinc.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: 4LEAF INC.



Contractor Signature

12/04/2018
Date

Kevin Duggan, President-4LEAF, Inc.
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments and at a cost not to exceed the amounts set forth in Exhibit B, the Contractor (also referred to herein as "4LEAF") shall provide the following services:

Scope of Work for Contract Building Inspection and Program Management and Administration Services for San Mateo County Second Unit Amnesty Program

4LEAF will provide both pre-determined and as-needed (on-call) support services to provide contract building inspection, plan review, program administration, and program management services for the County's Second Unit Amnesty Program. 4LEAF personnel will work directly with the Planning and Building Department, and in some cases, on behalf of the Planning and Building Department, directly with the County Housing Department and its contracted loan administration consultants (Hello Housing), as contract staff and perform various tasks related to managing and implementing the Second Unit Amnesty Program, as described below.

While it is anticipated that the bulk of work required under this contract will be performed in 4LEAF's offices, onsite at inspection locations, or otherwise outside of County facilities, to the extent that work is required to take place within County offices, the County will provide the necessary materials (desk/office space) to perform the job. The County will also provide accounts and logins necessary to use the County's online permitting system to enter and track inspection information. These logins will be accessible remotely.

Materials Creation and Provision

1. 4Leaf will create and/or provide various materials necessary for 4Leaf to inspect units, provide scopes of work for required improvements to units, and track progress of work, for applicants to undertake self-assessment of the status of their second unit, and to complete other necessary tasks. These materials shall be created, in draft and template form for County review, within one month after execution of the contract.

- a) **Self-Assessment Tool.**

4Leaf will create, in consultation and collaboration with the County, a self-assessment tool to be used by potential applicants to assess the condition and potential eligibility of their second unit. This tool will identify the important factors necessary to assess the condition of the unit, including structural factors, construction materials, unit size and type, building characteristics, placement on the lot, date of construction and other eligibility criteria, and other similar factors that will help the applicant and County staff determine the potential eligibility of their unit, as well as helping applicants determine the feasibility of improving their unit, in advance of consultation with the County.

- b) **Inspection Materials.**

4Leaf will provide and utilize inspection materials that will be largely analogous to the County's full building inspection tools, and which will allow full inspection in accordance with the County's typical inspection requirements and the standards of the County Building Code and other required or relevant codes.

- c) **Tracking Spreadsheets.**

4Leaf will create a detailed program spreadsheet(s) for each project, to monitor progress. This spreadsheet(s) will be in addition to information required to be entered into the County's permit tracking system.

- d) **Project Scope(s) of Work**

4Leaf will create a standardized scope of work document, that will capture all required information to convey to each applicant, in a manner comprehensible to the applicant, and usable to understand the nature of, and to estimate the potential cost of, all improvements that will be required to each second unit inspected by 4Leaf during the pre-application inspection (described in "Program Administration" section 1c, below).

Program Administration, Cost Assessment, and Project Inspection (by Project Phase)

1. Inspection, Scope of Work Creation, and Consultation During Amnesty Pre-Application Phase

- a) **Contact:** Once the County personnel have determined the applicant's potential eligibility for the Amnesty Program, the applicant will be referred directly to 4LEAF's designated and County-approved Program Manager, from a pre-printed information card provided by 4LEAF and distributed by the County's Planning and Building Department, or through additional or alternative contact methods determined to be most effective as the program proceeds
- b) **Introduction of Program Manager:** 4LEAF's Program Manager will contact the applicant in a timely manner, typically by phone, and communicate with the applicant to guide them through the Second Unity Amnesty Program process, including all of the necessary steps for successfully completing the Program. While information will already have been communicated by the Planning and Building Department, it will still be the responsibility of the Program Manager to ensure that the potential applicant has a full understanding of the required actions and responsibilities of the applicant in the applicant's application to, and completion of, the Amnesty Program.
- c) **Pre Application Inspection:** If the applicant decides to proceed with a pre-application health and safety inspection, 4LEAF's Program Manager will schedule, in a timely manner, a qualified Building Inspector to perform the pre-application inspection at a time convenient for the applicant. The inspection will be the equivalent of a full building inspection, and will determine all the repairs and improvements that would normally be required to bring the unit into full compliance the County Building Code and other relevant codes.
- d) **Scope of Work Determination:** Upon completion of the pre-application inspection, 4LEAF's Building Inspector will create a detailed Scope of Work, in the standardized manner described in "Materials Creation" section 1d, above, to be submitted to the County for review, and subsequently to the applicant. This scope will be based on the full inventory of improvements that would normally be required to bring the unit into full compliance with all applicable codes, generated from the pre-application inspection. From this full inspection record, 4Leaf, in consultation with County staff, will create the scope of work required to meet Amnesty Program standards. It is intended that the required improvements will be based substantially on the International Property Maintenance Code, augmented by other standards and requirements.
- e) **Timeline for Scope of Work.** In addition to the Scope of Work, 4Leaf will also provide an initial estimated reasonable timeline for completion of such work. 4Leaf may also modify this timeline, if modifications are determined to reasonable, at 4Leaf's and the County's discretion, after reviewing the contractor bids solicited by the applicant.
- f) **Review of Construction Contractor Estimates.** 4LEAF (to the best of its ability) will review contractor estimates to determine if the contractor's estimates are economically reasonable for the scope of work to be performed. In general, applicants will provide at least two contractor

estimates or bids, which will be reviewed for reasonableness by 4Leaf, and 4Leaf will inform the County of the reasonableness and basis for the determination.

For applicants eligible for and applying to the County Housing Department's Amnesty Loan Program, 4Leaf will communicate directly with the Housing Department and/or Hello Housing to discuss the reasonableness of these estimates, which will inform the applicant's eligibility for the Loan Program. If there are any items of concern in the contractor estimates, 4Leaf will communicate directly with the homeowner and request clarification from the contractor on the item prior to approval. Once any items of concern are addressed and the bid is determined to be reasonable, 4Leaf will notify Hello Housing to proceed with setting the loan amount.

- g) **Contractor's License.** 4LEAF will also crosscheck the contractor's license per the Contractor's State License Board (CSLB) website to assure they are eligible to perform work. 4Leaf will notify County staff of any contractor that is not properly licensed.

Throughout the above phases, 4Leaf will keep the County regularly apprised of the status of each potential applicant. Status updates will be provided on a monthly basis, at minimum, or more frequently as project conditions warrant.

- h) **Acceptance of Second Unity Amnesty Program:** After review of the Scope of Work and solicitation of bids, the applicant will decide whether or not to formally enter into the Amnesty Program. Formal application will be made directly to County staff, and the County will notify 4LEAF directly of all program participants.

2. Application Phase

- a) Upon acceptance of each applicant into the County's Second Unit Amnesty Program, the County will forward the following documents to 4LEAF's designated Program Manager:
- Applicant's "Program Application"
 - Applicant's "Building Plan Submittal"
 - Agreement to the "Scope of Work"
 - Agreement to the "Timeline of Work"
- b) Upon receipt of the documents, 4LEAF will maintain all of the provided documents (hard copy and electronic) and catalog all of the information into a Program spreadsheet to monitor construction progress.
- c) When necessary, 4LEAF will perform a building plan review for any construction drawings necessary for the construction of improvements prior to the construction phase. 4LEAF will provide the County a signed approval letter upon completion of the Plan Review.

3. Inspections

- a) 4LEAF's Program Manager will receive all inspection requests directly from the applicant. Upon request, 4LEAF's team will coordinate and assign a qualified inspector to perform inspections. 4LEAF will keep the County apprised of the status of the work and inspection process on a regular basis, with status updates provided on a monthly basis, at minimum.

- b) 4LEAF's Building Inspector(s) will provide feedback on the work/improvements necessary and available for visual inspection to certify the work is satisfactory and complete, including compliance with the relevant current minimum California Building Code and Residential Health and Safety requirements (per the International Property Maintenance Code and other relevant requirements).
- c) 4LEAF's Building Inspector(s) will perform re-inspections as needed.
- d) For applicants receiving loans from the County Housing Department's Amnesty Loan Program, 4Leaf will inspect completed work in accordance with the milestones determined in the loan documentation and in consultation with Hello Housing and the County Housing Department.

4. Certifications and Sign-Off of Completed Work

- a) Upon satisfactory completion and successful inspection of work, 4LEAF's Building Inspector will sign-off on the scoped work and 4LEAF's Program Manager will send a written recommendation for the County to issue an "Amnesty Registration Record."
- b) For applicants receiving loans from the County Housing Department's Amnesty Loan Program, 4Leaf will sign off and authorize payment for completed work in accordance with the milestones and standards determined in the loan documentation, and in consultation with Hello Housing and the County Housing Department.

Updates and Tracking of Records in County Permitting System

After formal application by each applicant to the Amnesty Program, 4LEAF will track all inspections and other project steps in the County's Accela permitting system, such that both 4LEAF and County staff will be able to view, assess, and edit project information in a timely fashion in the permit record. This information will include all notes, statuses, dates, and other information required to fully understand project status and project decision-making, among other necessary information.

Regular Consultation and Check-Ins

4LEAF will schedule and participate in periodic check-ins throughout the duration of the Amnesty Program to assess effectiveness of the program, efficiency of work with applicants and the County, and any necessary improvements to any aspects of the program. Check-ins are anticipated to occur no less than once monthly, or more frequently, at the determination of the County. These check-ins may take place by phone or in person, as needed, or by email, by mutual agreement of the County and 4Leaf.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Task	Estimated Hours	Price	Cost
Project Administration (including material and document creation)	2,335	\$62.50	\$145,937.50
Building Inspection	2,335	\$82.50	\$192,637.50
Plan Review	833	\$120	\$100,000
			\$438,575
<i>Estimated Cost</i>			<i>\$438,575</i>
<i>Project Management 2%</i>			<i>\$ 8,772</i>
Total Fees (not to exceed)			\$447,347

County will pay Contractor within thirty (30) calendar days of receipt of an invoice from Contractor itemizing the work completed. Contractor shall submit an invoice indicating the work performed during that billing period. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement. In no case shall the total amount payable under the terms of this Agreement exceed four hundred forty seven thousand three hundred forty seven dollars (\$447,347.00) without the prior written consent of the County in the form of an amendment to this Agreement.