

**ATTACHMENT A**

**Agreement for Services of Independent Contractor**

**between the**

**County of Santa Barbara and 4LEAF, Inc.**

**for Contract Inspection Services for Substandard Housing Conditions and Code  
Violations**

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and 4LEAF, Inc., with an address at 4440 Von Karman Ave., Suite 300, Newport Beach, CA 92660 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Jeff Wilson, Assistant Director at phone number (805)568-2085 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Pete Roque, National Director of Code Enforcement at phone number (562)569-0098 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jeff Wilson, Assistant Director  
County of Santa Barbara  
Planning and Development Department  
123 East Anapamu Street  
Santa Barbara, CA 93101  
(805)568-2085  
(805) 568-2030 (FAX)  
[jewilson@countyofsb.org](mailto:jewilson@countyofsb.org)

To CONTRACTOR: Pete Roque, National Director of Code Enforcement  
4LEAF, Inc.  
4440 Von Karman Ave., Suite 300  
Newport Beach, CA 92660  
(562) 569-0098  
[PROque@4leafinc.com](mailto:PROque@4leafinc.com)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received

five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on July 16, 2025, and end performance upon completion, but no later than June 13, 2026, unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, a revised cost estimate which precedes the original cost estimate in Exhibit A and is attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **8. DEPARTMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

## **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

## **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

## **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

## **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
  1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the

services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether

COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

## **33. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with subcontractors identified in the CONTRACTOR'S Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

## **34. HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agree that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material directly to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.



**35. IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

**36. NEWS RELEASES/ INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter or this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to the COUNTY'S responsible personnel. P&D will be the primary contact for direct communication with the public, including the communications media.

Agreement for Services of Independent Contractor between the County of Santa Barbara and 4LEAF, Inc.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Laura Capps Chair, Board of  
Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Planning and Development  
Department

By:  \_\_\_\_\_  
Lisa Plowman, Director  
Planning and Development

**CONTRACTOR:**

4LEAF, Inc.


By:  \_\_\_\_\_  
Authorized Representative

Name: Kevin J. Duggan

Title: President

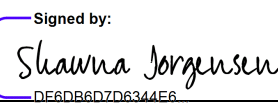
**APPROVED AS TO FORM:**

Rachel Van Mullen  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

CONTRACTOR shall render services in accordance with the 4LEAF, Inc. Statement of Work for Inspection Services for Substandard Housing Conditions and Code Violations, dated June 2, 2025 (**Appendix 1**) incorporated herein by reference and referred to hereafter as the "Proposal". The Proposal describes the Inspection Services scope of work that includes the following: CONTRACTOR key personnel, required tasks and deliverables, schedule, and cost estimate.

Peter Roque, Micheal Torres, Gil Quijada, Matthew Maldonado, Anthony Proano, Alyssa Molina, and Alejandra Molina shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

**Suspension for Convenience.** COUNTY 's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**Appendix 1:** 4LEAF, Inc. Statement of Work for Inspection Services for Substandard Housing Conditions and Code Violations dated June 2, 2025

PROPOSAL TO PROVIDE  
CONTRACT INSPECTION SERVICES FOR  
SUBSTANDARD HOUSING CONDITIONS AND  
CODE VIOLATIONS  
TO THE  
COUNTY OF SANTA BARBARA

SECTION 4  

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COST PROPOSAL



4LEAF, INC.

**4LEAF, INC.**CONSTRUCTION MANAGEMENT · PLAN CHECK  
INSPECTION · PLANNING · CODE ENFORCEMENT**Section 4: Cost Proposal**

**DATE:** 06/02/25  
**JOB NUMBER:** TBD  
**4LEAF PM:** Pete Roque  
**PROJECT(S):** **Isla Vista Rental Housing Inspection Pilot Program**  
**LOCATION:** County of Santa Barbara

| COUNTY OF SANTA BARBARA                                    | PERSONNEL        | ESTIMATED HOURS | UNIT PRICE | ESTIMATED TOTAL  |
|--|------------------|-----------------|------------|------------------|
| Senior Code Enforcement Officer w/Vehicle                  | Michael Torres   | 674             | \$140      | \$94,360         |
| Senior Code Enforcement Officer w/vehicle                  | Gil Quijada      | 674             | \$140      | \$94,360         |
| Senior Code Enforcement Officer w/Vehicle                  | M. Maldonado     | 674             | \$140      | \$94,360         |
| Code Enforcement Officer w/Vehicle                         | Anthony Proano   | 1110            | \$109      | \$120,990        |
| Code Enforcement Officer w/Vehicle                         | Alyssa Molina    | 1110            | \$109      | \$120,990        |
| Code Enforcement Manager (Administration) w/Vehicle        | Alejandra Molina | 62              | \$170      | \$10,540         |
|  |                  |                 |            |                  |
| <b>Preliminary Sub-Total of Services provided by 4LEAF</b> |                  |                 |            | <b>\$535,600</b> |
|  |                  |                 |            |                  |
| <b>Preliminary Estimated Fees</b>                          |                  |                 |            | <b>\$535,600</b> |
| <b>5% Contingency</b>                                      |                  |                 |            | <b>\$26,780</b>  |
| <b>Total Preliminary Estimated Fees</b>                    |                  |                 |            | <b>\$562,380</b> |

*Estimated Fees is the cost to provide Contract Inspection Services for Substandard Housing Conditions and Code Violations for one (1) year. Hourly rates are derived from the attached Fee Schedule and are subject to a 3% annual increase as stated in the Basis of Charges. 4LEAF will perform these services on a time and materials basis utilizing four-hour minimums in four-hour increments. Additional hours requested will require a change order. **Any overtime must be approved by designated personnel of the County in writing, via email.***

**SECTION 4: COST PROPOSAL**

**FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES**

**FOR THE COUNTY OF SANTA BARBARA**

**All Rates are Subject to Basis of Charges**

**Code Enforcement**

|                                       |            |
|---------------------------------------|------------|
| Code Enforcement Director .....       | \$205/hour |
| Code Enforcement Manager .....        | \$170/hour |
| Senior Code Enforcement Officer ..... | \$140/hour |
| Code Enforcement Officer II .....     | \$125/hour |
| Code Enforcement Officer I .....      | \$120/hour |
| Code Enforcement Officer .....        | \$109/hour |
| Hearing Officer .....                 | \$150/hour |
| Principal-in-Charge.....              | \$250/hour |

**BASIS OF CHARGES**

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- These above rates reflect the FY2025-2026 year. There will be a 3% escalation for each subsequent year (i.e. FY2026-2027, FY2027-2028, etc.).
- Overtime and Premium time will be charged as follows:

|   |                     |
|---|---------------------|
| - Regular time (work begun after 5AM or before 4PM)         | 1 x hourly rate     |
| - Nighttime (work begun after 4PM or before 5AM)            | 1.125 x hourly rate |
| - Overtime (over 8-hour M-F or Saturdays)                   | 1.5 x hourly rate   |
| - Overtime (over 8 hours Sat or 1 <sup>st</sup> 8-hour Sun) | 2 x hourly rate     |
| - Overtime (over 8 hours Sun or Holidays)                   | 3 x hourly rate     |
- Overtime will only be billed with prior authorization of the Director or other designated County personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.



PROPOSAL TO PROVIDE  
CONTRACT INSPECTION SERVICES FOR  
SUBSTANDARD HOUSING CONDITIONS AND  
CODE VIOLATIONS  
TO THE  
COUNTY OF SANTA BARBARA

SECTION 5  

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SCHEDULE



4LEAF, INC.



## **SECTION 5: SCHEDULE**

4LEAF concurs with the County's proposed schedule and will adhere to the tasks and deliverables as laid out below. We will perform all required tasks and deliverables as laid out in the County's RFP.

### **Task 1: Kick-Off Meeting**

4LEAF will coordinate with the County for an in-person or virtual kick-off meeting within 10 business days of authorization to commence work. The kick-off meeting will allow the County to review the project objectives and scope of work, establish communication and document review protocols, and review the project schedule. To prepare for the kick-off meeting, 4LEAF will review the relevant portions of the following codes and ordinances that we may rely upon as part of the inspection process:

- Isla Vista Rental Housing Inspection Pilot Program
- Chapter 10 Building Regulations – County of Santa Barbara
- California Building Code
- 1997 Uniform Housing Code
- 1997 Uniform Code for the Abatement of Dangerous Buildings
- California Health and Safety Code 17910-17998.3
- Sample Inspection Checklists
- Review documentation (i.e. permit history) of the selected units (information will become available prior to inspections commencing)

#### ***Task 1: Deliverables***

4LEAF will:

- Coordinate and attend a virtual kick-off meeting with the County
- Review and comment on sample inspection checklists
- Provide alternative checklist and/or recommendations
- Coordinate dates for inspections to occur

### **Task 2: Conducting Inspections of Rental Housing Units**

#### **Task 2a: Inspections**

We understand the Planning and Development Director will select rental housing units for inspections between July 21, 2025, and September 12, 2025.

#### ***Task 2a Deliverables***

Standards of Documentation Quality: The consultant shall provide complete and thorough documents that are adequate and reference applicable codes and ordinances.

#### **Task 2b: Inspection Results and Documentation**

4LEAF will document inspection results using County provided or approved forms, such as checklists. Our team will capture photo evidence to support findings and utilize software systems (e.g., Accela) to accurately record data, track compliance, and manage case files. The consultant will prepare and submit all required documentation in a timely manner to ensure clear communication, transparency and proper record keeping for the County.



**Task 2b Deliverables**

4LEAF will record and submit completed checklists or inspection forms daily to the County after the inspections have been completed.

**Task 3: Coordination with County and Other Departments or Agencies**

Based on the inspection results and observations of any violations or potential violations, 4LEAF will work with County to coordinate follow-up inspections or refer information to other Departments or Agencies. We understand this may include coordinating or providing information to the Fire Department, Environmental Health Services, and the Building Official to determine violations and corrective actions.

**Task 3 Deliverables**

4LEAF will complete and submit an inspection form that includes a narrative detailing the observed conditions and potential violations. Our staff will provide correction notices pursuant to County procedures and ordinances; however, the County will be responsible for issuing any Notices of Violation (NOVs). Additionally, 4LEAF will coordinate with the County by attending virtual or in-person meetings to discuss findings, describe conditions, and collaborate with other departments as needed.

**Task 4: Correction Notices, Notice and Orders, and Enforcement Actions****Task 4a Correction Notices, Notice and Orders, Notice to Vacate**

4LEAF, with the direction of the County, will issue correction notices to property owners for the abatement of violations of the Building Code, Housing Codes, and/or Health and Safety Codes. All actions will be carried out in alignment with County procedures, policies, and approvals as required.

Depending on the severity of the violation and/or condition of the rental housing unit, 4LEAF, in coordination with the County Leader and the Building Official, may issue a Notice and Order or Notice to Vacate pursuant to the Uniform Housing Code and/or the Health and Safety Code.

Prior to any Notice to Vacate being issued, 4LEAF shall coordinate with the County on relevant information, detailing the conditions, approach, and timeline for vacating the rental unit.

**Task 4a Deliverables**

In coordination with the County, the deliverables would include completed correction notices, notices and orders, notices to vacate, etc. The notices will reference observed conditions, observed violations, relevant code references, and a timeline for compliance. The notices will be issued to the property owner, and a copy will be submitted to the Department for record-keeping and compliance tracking.

**Task 4b Inspection Warrants**

If the property owner or authorized agent is unable or unwilling to schedule the inspection with the tenant, or the tenant refuses to grant access and there is probable cause with substantial evidence that a violation exists in the rental housing unit, 4LEAF will coordinate with the County to prepare, describe, and issue an inspection warrant for the rental unit in question.



#### Task 4b Deliverables

4LEAF will coordinate with the County to provide relevant information and substantial evidence supporting the legal basis for an inspection warrant, i.e. reasonable cause, affidavits describing conditions, etc.

### Task 5: Follow-Up Inspections (optional as needed)

Based on the severity of the violation and the necessary corrective actions to abate or correct the violation, 4LEAF understands we may be requested to re-inspect the rental housing unit to verify compliance.

#### Task 5 Deliverables

4LEAF will:

- Conduct a follow-up inspection to determine if a violation has been abated
- Complete inspection form(s) with a narrative detailing observations of either abatement of violation, and extension of time to abate, or
- Recommend additional notices be issued and fines be assessed

### Task 6: Investigate Substandard Housing Complaints (optional as needed)

4LEAF understands that during the Pilot Program's 12-month timeframe and based on available funding, we may be requested to provide technical experience in responding to investigating complaints of substandard housing conditions in the unincorporated community of Isla Vista.

#### Task 6 Deliverables

4LEAF will:

- Conduct inspections of properties subject to complaints of substandard conditions.
- Complete all required inspection forms to document findings.
- Issue correction notices or other notices, with the direction and approval of the County, to address observed violations of applicable codes.
- Conduct follow-up inspections as necessary to verify compliance or continued violations.
- Provide photo evidence and detailed documentation using County-approved forms and software (e.g., Accela) to support findings and enforcement actions.
- Coordinate closely with the County on units identified with severe violations that may require substantial repairs, emergency abatement, or potential orders to vacate.
- Participate in weekly meetings in-person, by phone, or virtually to update the County on the status and results of inspections. During these meetings, 4LEAF will:
  - Provide an overview of rental housing units that have been issued correction notices, or other notice and coordinate on any rental units with severe violations that may require substantial repairs.
  - Discuss inspection findings and corrective measures recommended or underway.
  - Coordinate with the County on the next steps for units requiring substantial repairs, posing immediate health and safety risks, or requiring tenant relocation or vacancy orders.

## EXHIBIT B

### PAYMENT ARRANGEMENTS


#### Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid on a time and materials basis a total contract amount, including cost reimbursements, not to exceed **\$562,380** which includes a 5% contingency of **\$26,780**. Hourly rates, Overhead and Fees (Fixed Rates) and other Direct Costs are as provided in **Exhibit B-1** below and as described in the 4LEAF, Inc. Statement of Work for Inspection Services for Substandard Housing Conditions and Code Violations dated June 2, 2025 (**Exhibit A**). Base hourly rates and Overhead and Fees will remain fixed for the 12-month contract period.

Base hourly rates (direct and subcontractor labor) will remain fixed for the 12-month contract period. Additional hours requested will require a change order.

- B. As reflected in **EXHIBIT A**, of this Agreement, any requested change in Contractor personnel shall be at the discretion of and approved by the COUNTY Designated Representative.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1  
Cost Estimate Proposal



4LEAF, INC.  
CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

DATE: 06/02/25

JOB NUMBER: TBD

4LEAF PM: Pete Roque

PROJECT(S): Isla Vista Rental Housing Inspection Pilot Program

LOCATION: County of Santa Barbara

Section 4: Cost Proposal

| COUNTY OF SANTA BARBARA                             |  | PERSONNEL        | ESTIMATED HOURS | UNIT PRICE | ESTIMATED TOTAL |
|---|--|------------------|-----------------|------------|-----------------|
| Senior Code Enforcement Officer w/Vehicle           |  | Michael Torres   | 674             | \$140      | \$94,360        |
| Senior Code Enforcement Officer w/Vehicle           |  | Gil Quijada      | 674             | \$140      | \$94,360        |
| Senior Code Enforcement Officer w/Vehicle           |  | M. Maldonado     | 674             | \$140      | \$94,360        |
| Code Enforcement Officer w/Vehicle                  |  | Anthony Proano   | 1110            | \$109      | \$120,990       |
| Code Enforcement Officer w/Vehicle                  |  | Alyssa Molina    | 1110            | \$109      | \$120,990       |
| Code Enforcement Manager (Administration) w/Vehicle |  | Alejandra Molina | 62              | \$170      | \$10,540        |
| Preliminary Sub-Total of Services provided by 4LEAF |  |                  |                 |            | \$535,600       |
| Preliminary Estimated Fees                          |  |                  |                 |            | \$535,600       |
| 5% Contingency                                      |  |                  |                 |            | \$26,780        |
| Total Preliminary Estimated Fees                    |  |                  |                 |            | \$562,380       |

*Estimated Fees is the cost to provide Contract Inspection Services for Substandard Housing Conditions and Code Violations for one (1) year. Hourly rates are derived from the attached Fee Schedule and are subject to a 3% annual increase as stated in the Basis of Charges. 4LEAF will perform these services on a time and materials basis utilizing four-hour minimums in four-hour increments. Additional hours requested will require a change order. Any overtime must be approved by designated personnel of the County in writing, via email.*

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance  
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.