**AGREEMENT FOR SPECIAL SERVICES**
**BETWEEN**
**HABITAT FOR HUMANITY, STANISLAUS COUNTY**
**AND**
**MERCED COUNTY**
**CONTRACT NO. _____**

**THIS AGREEMENT**, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and Habitat for Humanity, Stanislaus County, located at 2260 Tenaya Drive, Modesto, CA 95354 (hereinafter referred to as "Contractor").

**WHEREAS**, County desires to contract with Contractor for special services which consist of housing repair and reconstruction services for the residents of Planada; and

**WHEREAS,** Contractor is specially trained, experienced, and competent to perform such services in connection with repair and reconstruction services for qualifying residents; and

**WHEREAS,** the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

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

## 1. SCOPE OF SERVICES

Contractor shall provide repair and reconstruction services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - Scope of Services
Exhibit B - Fee Schedule

## 2. TERM

The term of this Agreement shall commence on the 1st day of March, 2024, and continue until the 30th day of July, 2025, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.



MERCED COUNTY CONTRACT NO. 2024039

2/27/24

## 3. COMPENSATION

County agrees to pay Contractor the administrative fee as set forth in Exhibit B, "Fee Schedule", for all of Contractor's services to be provided herein, as are more specifically set forth under Exhibit A, "Scope of Services". Such administrative fee shall include all of County's compensation to Contractor, including reimbursement for all expenses incurred by Contractor in the performance of this Agreement. No other fees or expenses of any kind shall be paid to Contractor in addition to the not to exceed amount . In no event shall the total services to be provided hereunder exceed the not to exceed amount. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name: Habitat for Humanity, Stanislaus County
Address: 2260 Tenaya Drive
City/State/Zip: Modesto, CA 95354

Contractor may request that County mail the check to Contractor, to such other address as Contractor may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section 7, "NOTICES".

## 4. PRICING CONDITIONS

County agrees to pay Contractor for all services required herein as prescribed in Exhibit B, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval of the County's Board of Supervisors or its authorized agent.

County shall not be responsible for any charges or expenses incurred by Contractor, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

## 5. TERMS OF PAYMENT

See Exhibit B

## 6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT. NO GUARANTEED MINIMUM.

Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement. Contractor understands that there is no minimum

amount of compensation or work guaranteed by this Agreement and that County intends to contract with other Contractors to provide similar work.

## 7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers, or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

| | |
|---|---|
| County of Merced | Contractor |
| CEO's Office | Habitat for Humanity, Stanislaus County |
| 2222 M Streer | 2260 Tenaya Drive |
| Merced, CA 95340 | Modesto, CA 95354 |

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

## 8. CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on County's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore

contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than ten (10) calendar days after the County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County prior to the final date for which funding is available. In the alternative, County and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, if funding is provided to the County in the form of promises to pay at a later date, whether referred to as "government warrants", "IOU's", or by any other name, the County may, in its sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

## 9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, Contractor will immediately provide an accounting of all dispersed funds and funds that are yet to be dispersed to applicants. All undispersed funds will be returned to the County within seven (7) business days from the accounting report. Additionally, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

## 10. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs reasonably incurred by the County, and attributable to the breach, shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall

be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

## 11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## 12. INSURANCE

A. Insurance Requirements

Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance (COI) and endorsements on each policy as required in this Section. Each COI shall specify if Contractor has a self-insured retention (SIR), and if so, Contractor shall be required to provide the entire policy of insurance with which it has an SIR and/or deductible. All deductibles and SIRs shall be fully disclosed in the COI and are subject to the express written permission of the County Risk Manager.

1. Commercial General Liability (CGL): $1,000,000 per occurrence and $2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability (Errors and Omissions): $1,000,000 limit per occurrence covering Contractor's wrongful acts, errors and

omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit. Claims – made coverage requires Contractor to maintain a minimum of three (3) years extended reporting period or tail coverage.

5. Fidelity Bond or Crime Insurance: Contractor shall maintain Employee Dishonesty coverage, including fraud, theft and, when applicable, Inside/Outside Money & Securities coverages for property in the care, custody and control of the contractor. Coverage limits shall not be less than $500,000 per occurrence.

6. Cyber Liability Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than $100,000 per occurrence, when transmitting or storing Personal Identifiable information (PII) or Patient Health Information (PHI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

B. Insurance Conditions

1. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.

2. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

3. 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.

4. If the Contractor uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

## 13. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent such claims, damages, costs, expenses, attorney's fees, or liabilities are caused by Contractor's negligence, whether by action or omission, or willful misconduct.

The obligations set forth above shall survive expiration or termination of this Agreement.

## 14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, subcontractors and

their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

## 15. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

Contractor shall safeguard the security of County/Applicant/Client Data with industry standard physical, electronic, and managerial procedures. Contractor shall promptly notify County if it's determined that Contractor experienced a security breach, and that there is a reasonably likely risk of data theft, or other security breach as otherwise required by law, and take actions to eliminate the cause of the breach. Contractor, at its own expense, is required to provide notice to those individuals whose Protected Health Information (PHI) or Personally Identifiable Information (PII) may have been improperly accessed, used, or disclosed. Contractor agrees to abide by the statutory and regulatory requirements for such notice, as further defined in the federal Health Insurance Portability and Accountability Act (HIPAA; see 45 CFR Part 160 and 164) and the California Confidentiality of Medical Information Act (CMIA; see Civ. Code §56, et seq.). In the event credit monitoring is necessary for affected individuals, it shall be provided at Contractor's sole cost and expense.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

## 16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first

approved by County.

## 17. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

## 18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement and the attached exhibits. County shall determine compliance in good faith as a reasonable person would under the circumstances.

## 19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

## 20. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

## 21. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or subcontractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses,

permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

## 22. LIMITED EFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

## 23. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

## 24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

## 25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

## 26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

## 27. SUCCESSORS IN INTEREST

All the terms, covenants, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

## 28. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

## 29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950 and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

## 30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

## 31. ASSIGNMENT

Contractor shall not assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Contractor shall be held responsible to County for the performance by any subcontractor.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase if goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

## 32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

## 33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

## 34. COVID-19 REQUIREMENTS

Contractor, at Contractor's sole expense, shall follow all State and local laws, rules, regulations, guidelines, and orders related to the COVID-19 pandemic in the performance of its work under this Agreement. This shall include, but not be limited to, creating a COVID-19 worksite-specific prevention plan prior to conducting Contractor's business/activity. Contractor is encouraged to frequently reference www.covid19.ca.gov for information on State requirements for operation of specified businesses/activities.

*Signature page to follow*

County of Merced

By _____
Rodrigo Espinosa
Chairman, Board of Supervisors

FEB 2 7 2024
Dated

Habitat for Humanity

By _____
Anita Hellam
Chief Executive Officer

2/26/23
Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

Forrest W. Hansen

2-28-24
Dated

By _____
Homero Mejia
Secretary

FEB 2 6 2024
Dated

## EXHIBIT A
## SCOPE OF WORK

Contractor shall provide expertise in assisting County with Housing Repair and Reconstruction application processing, administration, and reporting, verification of needed repairs, permitting assistance, and construction pursuant to the 2023 Winter Storm Flood Relief Program (Planada 20M) and disbursing the $20 million financial assistance enabled through the FY 2023-2024 State Budget, to aid the community of Planada in its flood recovery efforts. Applications for the Planada 20M program will be submitted to the County through an established application process and referred to the appropriate Contractor for Housing Repair and Reconstruction. Application processing and review, along with financial tracking and reporting, are critical to the success of home repair under the Planada 20M program. Contractor will support the County by providing the following services:

1. **Application Processing**

   Contractor will oversee application administration for specific applications as directed by the County. Such direction will include: maintaining records associated with each application; reviewing applications to determine eligibility for Planada 20M grant programs; coordination with County staff and/or applicants to determine disbursement amounts or project scope; responding to applicant inquiries within a reasonable timeframe; participation in regular meetings (up to one (1) hour, 2x/week) to discuss applications/projects/ongoing work; and working with applicants to ensure complete applications and verification documents are provided.

   The goal of Contractor's involvement in application processing is to provide the County with the information necessary to decide whether projects meet approval criteria.

2. **Financial Reporting and Records**

   Contractor will maintain accurate financial records associated with Planada 20M funding. Financial records will, at minimum, include: total aggregate Planada 20M disbursement amounts made by Contractor; forecast and actual Planada 20M funds expended per application; total aggregate administrative costs recovered by Contractor. The County may request maintenance of additional records associated with Contractor-managed applications, and Contractor will maintain those records if feasible.

   Contractor will provide reporting of financial records and/or funding activity in a format agreeable to the County. Reporting intervals may vary depending on the County's need for information, but will not occur more frequently than once per month.

Contractor will, if needed, provide other financial information related to its activity within the Planada 20M program if required by audit or other individual financial report. Such reports will be provided within ten (10) business days.

Within thirty (30) days of the conclusion of all Contractor-managed construction and administrative activities, Contractor will provide the County with electronic copies of any and all records within Contractor's possession related to its activity under the agreement. Contractor will also maintain any and all records associated with the Planada 20M program for a minimum of seven (7) years.

3. **Verification of Need**

Contractor will provide services for verification of damage and verification of costs associated with applications. Specifically, Contractor will provide the following services:

a. **Application Review and Inspection**

Contractor will review application materials to determine damage based on County direction. Contractor will schedule structure inspections based on priority of applications set in coordination with the County. Inspections for these purposes will be scheduled within three weeks of receiving applications and will take place within eight (8) weeks of receiving applications.

Inspections will be completed by Contractor staff qualified to determine whether damage is the result of flooding. Contractor staff will also assess need for repairs based on site conditions in consideration of flood damage, and will document qualifying repairs. Contractor will keep records of inspection, to include, at minimum, notes and photographs.

b. **Project Scoping**

Contractor will utilize application materials and inspection information to develop a scope of work, including a line-item description of repairs and estimated repair costs associated with each application. Contractor will share application scopes with the County on an as-needed basis.

c. **Reimbursement Application Review**

Contractor will provide a list of average costs associated with typical labor and materials provided for repair under the Planada 20M program. Costs will include a reasonable industry standard cost to be applied to reimbursement requests and should not represent "luxury"-level material costs. Together County and Contractor will agree upon average costs associated with common repair projects. These average costs will be applied to each scope of work to determine budget, both for "new work" and reimbursement.

For applications requesting reimbursement for repair costs incurred, Contractor will review applications consistent with the "Application Review and Inspection" section of this scope of work, and provide recommended reimbursement amounts at a line-item level for each repair project (e.g. "living room floor repair," "foundation crack repair," etc.). Line-item reimbursement recommendations will be based on average costs provided by Contractor, as described in the above paragraph.

4. **Permitting Assistance**

If repairs necessitate obtaining a building permit, as required by the Merced County Code, then Contractor will provide materials and labor necessary to obtain building permits. Materials include, but are not limited to: drawings, technical reports, engineering documents, and construction details. It is Contractor's understanding that these costs will not be paid from administrative costs provided to Contractor under this Agreement and are qualifying costs eligible to be paid from Planada 20M funds. Contractor will provide hourly rates for any architect, engineer, or draftsman utilized for the above purposes.

Contractor will, as required, determine whether costs exceed "substantial improvement," (SI) or "substantial damage" (SD) thresholds as defined for structures within a Special Flood Hazard Area (SFHA) for purposes of compliance with National Flood Insurance Program (NFIP) and Merced County Code. If repair or reconstruction costs will exceed SI or SD thresholds, Contractor will coordinate with County staff in the Community and Economic Development Department to determine best approach for repair and/or replacement of the structure.

5. **Construction**

Contractor will manage all new construction activities associated with approved applications. Construction activities will include, but are not limited to: construction scheduling, permitting, inspections, materials bidding, scheduling, ordering and stockpiling, contractor and subcontractor management and payment, insurance, warranties (if applicable), safety, and site clean-up.

Contractor will keep the County informed of construction scheduling by indicating which projects/applications are under construction. A report will be generated and provided to the County on at least a bi-weekly basis detailing projects/applications under construction. Any projects experiencing a construction delay of more than five consecutive days will be immediately reported to the County.

For new work and reimbursement of residence that are not owner occupied, Contractor will have access to template language and agreements with appropriate tenant protections to enter into with property owner, tenant and County.

## EXHIBIT B
## FEE SCHEDULE

In consideration of all the above-stated services, Contractor payment will follow the fee structure:

A. For the management and disbursement of funds, Contractor's administrative fee will be ten percent (10%) per dollar dispersed, with the dispersed amount not to exceed three million dollars and no cents ($3,000,000.00).

B. County will disperse the funds as follows:

1. Upon receipt of the initial batch of approved applications from County, Contractor will request an initial allotment of funding that supports the cost of services outlined in Exhibit A for no more than 30-days. In the event that additional funds are required to accomplish bulk purchase(s) for the purposes of preferred pricing, consideration will be made and approved by the Auditor-Controller. All funds or supplies that are issued in advance of actual completion of work are subject to audit and recoupment by the County if Contractor cannot validate use in accordance with Exhibit A.

2. Contractor will request additional allotment of funds at intervals and amounts necessary to complete services outlined in Exhibit A. Disbursements will be made when actual costs have been reconciled to previous allotment(s) and a low balance is confirmed. The Auditor-Controller will approve each disbursement request.

3. Contractor will invoice the County for costs associated with the Administrative Fee based upon the amount of funds dispersed. Administrative Fees will be handled on a reimbursement basis and excluded from any pre-payment process.

C. Payment of the administrative fees shall be made in the following manner:

Contractor shall submit monthly itemized invoices, or alternate documentation as approved in writing in advance by County, for services it has provided and for the amount owed under this Agreement.

Each invoice or approved alternate documentation must:

A. Detail by task the service performed by Contractor.

C. Show the cumulative cost for all tasks performed to date.

D. Provide any additional information and data requested by County as deemed necessary by County to properly evaluate or process Contractor's claim.

Upon approval by County, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a proper invoice.

**AMENDMENT NO.1**
**TO**
**CONTRACT NO. 2024039**
**BETWEEN**
**MERCED COUNTY**
**AND**
**HABITAT FOR HUMANITY, MERCED/STANISLAUS COUNTIES**

THIS Amendment to Contract No. 2024039, is executed by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and Habitat for Humanity, Merced/Stanislaus Counties (hereinafter referred to as "Contractor") formerly referred to in this Contract No. 2024039 as Habitat for Humanity, Stanislaus County.

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern, and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the County Executive Officer as the Purchasing Agent.

MODIFICATIONS:

1. Exhibit A, entitled "SCOPE OF WORK", is amended to add the following:

**7. <u>Construction and Closeout Deadlines</u>**
Contractor shall meet the designated construction and overall project closeout deadlines as described below.

**a. <u>Construction Completion</u>**
Contractor shall ensure all construction is completed, inspected and notice of completion and/or Certificate of Occupancy is issued no later than December 31, 2025.

**b. <u>Closeout and Reporting</u>**
Contractor shall perform all required closeout tasks, reporting and submit full and complete documentation in a format acceptable to County no later than May 1, 2026.

2. Section 2, entitled "TERM", is amended to read as follows:

The term of this Agreement shall commence on the 1st day of March, 2024, and continue until the 30th, day of June, 2026, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENINECE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow

County of Merced

By _____
Mark Hendrickson
County Executive Officer

7/29/2025
Dated

Habitat for Humanity, Merced/Stanislaus Counties

By _____
Anita Hellam
Chief Executive Officer

7/11/25
Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____
Rina M. Gonzales
Chief Deputy County Counsel

7/25/2025
Dated

By _____
Homero Mejia
Secretary

7/11/25
Dated

**AMENDMENT NO. 2**
**TO**
**CONTRACT NO. 2024039**
**BETWEEN**
**MERCED COUNTY**
**AND**
**HABITAT FOR HUMANITY, MERCED/STANISLAUS COUNTIES**

THIS Amendment to Contract No. 2024039, is executed by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and Habitat for Humanity, Merced/Stanislaus Counties (hereinafter referred to as "Contractor") formerly referred to in this Contract No. 2024039 as Habitat for Humanity, Stanislaus County.

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern, and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the County Executive Officer as the Purchasing Agent.

MODIFICATIONS:

1. Exhibit B, entitled "FEE SCHEDULE", paragraph A, is amended to read as follows:

   A. For the management and disbursement of funds, Contractor's administrative fee will be ten percent (10%) per dollar dispersed, with the dispersed amount not to exceed Seven Million Six Hundred Fifty Thousand Dollars and No Cents ($7,650,000.00).

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow

County of Merced

By _____
Mark Hendrickson
County Executive Officer

9/9/2025
Dated

Habitat for Humanity, Merced/Stanislaus Counties

By _____
Anita Hellam
Chief Executive Officer

August 28, 2025
Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____
Rina M. Gonzales
Chief Deputy County Counsel

9/5/2025
Dated

By _____
Homero Mejia
Secretary

8/26/25
Dated