

Standard Professional Services Agreement (“PSA”)
Revision G – October 2021

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 24, 2022 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Sonoma Valley Fire District, a public entity (hereinafter "Consultant").

R E C I T A L S

WHEREAS, County has adopted Chapter 13A of the Sonoma County Code entitled, “Duty to Maintain Defensible Space and Abate Hazardous Vegetation and Combustible Material.”

WHEREAS, pursuant to authority conferred in Chapter 13A, Sections 13A-3 and 13A-5 of the Sonoma County Code, the County Fire Marshal can delegate to Chiefs of local Fire Protection Districts the authority to enforce Sonoma County Code Chapter 13A within the territory of their Fire Protection District.

WHEREAS, the County Fire Marshal deems it is advisable to delegate such authority to the Chief of Sonoma Valley Fire District to conduct inspections of properties within the territory of Sonoma Valley Fire District for compliance with the County’s Chapter 13A pursuant to Section 13A-5 and 13A-7 within their jurisdiction .

WHEREAS, the Chief of the Sonoma Valley Fire District is willing to accept the above described delegation on the terms and conditions of this Agreement.

Consultant represents that it is a duly qualified fire prevention and fire response professional, experienced in the enforcement of vegetation management and defensible space laws and related services; and

WHEREAS, in the judgment of the Sonoma County Fire Marshal, it is necessary and desirable to employ the services of Consultant to enforce Sonoma County Code Chapter 13A vegetation management and defensible space requirements in the Sonoma Valley Fire District jurisdiction. .

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on a time and material/expense basis at the rate of \$53.00 per hour, provided, however, that total payments to Consultant shall not exceed \$75,000, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Fire Marshal receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Should Consultant propose a project with respect to hazardous vegetation fuels removal, Consultant may also engage a subcontractor to perform such services subject to the prior approval of the Sonoma County Fire Marshal. Consultant shall comply with all procurement rules for selection of any subcontractor to perform such services.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from May 24, 2022 to July 1, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sonoma County Fire Marshal, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or

its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved

or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or

electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: Sonoma

Valley Fire District

By: Stephen Akre

Name: Stephen Akre

Title: Fire Chief

Date: 05/19/2022

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED
AS TO SUBSTANCE FOR COUNTY:

By: _____
Department Director or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: Linda Schiltgen
Deputy County Counsel Linda Schiltgen

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

Exhibit A Scope of Work

I. Chapter 13A Inspections & Administrative Citations

A. **Notice of Violation and Order to Abate:** Consultant agrees to conduct inspections of properties within the territory of Sonoma Valley Fire District for compliance with Sonoma County Code Chapter 13A. If Consultant finds violations of Chapter 13A, Consultant shall issue a written notice to the property owner and any known person in possession of the property as set forth in Sonoma County Code Sections 1-7.3 and 1-7.6. A sample Notice of Violation is attached to this Scope of Work. The notice of violation and order to abate shall specify the corrective actions required to be taken and order the property owners and persons in possession to abate the violations within 30 calendar days and state that the failure to bring the property into compliance with Sonoma County Code Chapter 13A could subject the owner or persons in possession to civil, administrative and criminal penalties and abatement costs pursuant to Sonoma County Code Sections 1-7 and 1-7.1. The Notice of Violation and Order to Abate shall be posted on the property and mailed to the property owner by certified mail pursuant to Sonoma County Code Section 1-7.6(e)(2)

B. **Administrative Citation and Final Order:** If the property owner or person in possession fails to abate the violations within 30 calendar days after the inspections, Consultant shall issue an Administrative Citation and Final Order. A sample Administrative Citation and Final Order is attached to this Scope of Work. The Administrative Citation and Final order shall be posted on the property and mailed to the property owner by certified mail pursuant to Sonoma County Code Section 1-7.6(e)(2).

II. Chipper Services. As Consultant deems necessary and with the approval of the Sonoma County Fire Marshal, Consultant shall perform chipping services to reduce fuel loads.

III. Other Vegetation Management and Defensible Space Projects. Consultant may perform projects to engage in general or targeted hazardous vegetation fuels removal in compliance with Sonoma County Code Chapter 13A. Consultant shall coordinate with Sonoma County Fire Marshal for Consultant's performance of specific vegetation management projects in their local fire district jurisdictions.

Attached documents:

Administrative Citation Final Notice of Correction Order
Notice of Violation and Order to Abate: Improved Parcel
Notice of Violation and Order to Abate: Unimproved Parcel



County of Sonoma - FIRE PREVENTION DIVISION

Vegetation Management Inspection Report: Unimproved Property

- INSPECTING AGENCY:** _____
 Inspecting Agency Address: _____
 Inspecting Agency Phone: _____ Email: _____
- County of Sonoma Fire Prevention:** 2300 County Center Dr., #220B | Santa Rosa, CA 95403
 PHONE: Vegetation Management (707) 565-8875 | Main Office: (707) 565-2361
 Email: veg-mgmt@sonoma-county.org | Web: sonomacounty.ca.gov/PRMD/Fire-Prevention

Property Owner Name: _____
 Property Owner Mailing Address: _____
 Mailing City, State, Zip: _____
 Property Assessor's Parcel Number (APN): _____
 Property Street Address: _____ Property City: _____

NOTICE OF VIOLATION AND ORDER TO ABATE: Unimproved Parcel

For unimproved parcels in Unincorporated Sonoma County, Local and State Responsibility Areas
Sonoma County Fire Code (SCC) Chapter 13A-4(b) applies to unimproved parcels in unincorporated areas

DATE OF NOTICE AND ORDER (Date of Inspection): _____

You must abate violations noted below within 30 days of the date of this Notice, on or before _____.

SEE REVERSE FOR FURTHER INFORMATION.

Inspection #1 Date: _____ Re-inspection will be on or after: _____
 Inspecting Agency: _____ Inspector Name: _____
 Inspector Email: _____ Inspector Phone: _____

Re-Inspection: Date: _____
 Inspecting Agency: _____ Inspector Name: _____
 Inspector Email: _____ Inspector Phone: _____

If the violations are not abated within 30 days, an Administrative Citation Order and a court order may follow immediately after re-inspection. All costs for inspection, attorney's fees to obtain a court order and abatement work will be collected from the property owner and liens placed on the property. See Reverse.

Insp. 1	Reinspection	Description of Hazard. See reverse for code references or further information.
		1. Flammable vegetation and other combustible growth within 10 feet of neighboring structures shall be removed. SCC 13A-4(B)(1)*
		2. Dead and dying vegetation within 10 feet of neighboring structures shall be removed. SCC 13A-4(B)(2)*
		3. Grass and combustible surface vegetation within ten feet of neighboring structures must be trimmed to less than four inches (4") in height unless necessary for erosion control. SCC 13A-4(B)(3)*
		4. All trees within ten feet of neighboring structures must be pruned to at least six feet (6') above grade. SCC 13A-4(B)(4)* (Recommended: Prune 6 feet from ground OR 1/3 of tree height)
		5. Flammable vegetation and other combustible growth within 10 feet of roadway frontage shall be removed. SCC 13A-4(B)(1)*
		6. Dead and dying vegetation within 10 feet of roadway frontage shall be removed. SCC 13A-4(B)(2)*
		7. Grass and combustible surface vegetation within ten feet of roadway frontage must be trimmed to less than four inches (4") in height unless necessary for erosion control. SCC 13A-4(B)(3)
		8. All trees within ten feet of roadway frontage must be pruned to at least six feet (6') above grade. SCC 13A-4(B)(4)* (Recommended: Prune 6 feet from ground OR 1/3 of tree height)
		9. Combustible material shall be removed from the property. SCC 13A-4(B)(5)*

* SCC = Sonoma County Code

INSPECTOR'S Notes: «Notes»

Fuel reduction does not mean cutting down all trees and shrubs, or creating bare earth across the property! Fuel reduction means reducing grass, shrubs, ornamental plants, dead and dying plants, ivy, and other overgrown vegetation so that a fire can't easily transfer from the ground to nearby structures or up into trees. Providing separation between vegetation and/or reshaping vegetation by trimming can provide emergency personnel a point of defense from which they can protect a structure from an approaching wildfire, or protect the forest from an escaping structure fire.

Our goal is to achieve wildfire adapted neighborhoods

Riparian Corridor Combining Zone:

Vegetation management in the Riparian Corridor Combining Zone streamside conservation area is subject to the allowed land uses, activities and permit requirements set forth in Chapter 26-65-040 of the Sonoma County Code. Owner shall also comply with all other federal, state and local laws, including environmental protection laws.

Our Residential Chipper Program can help chip vegetation cut for defensible space. Seasonal demand for the chipper program can be high, and there may be delay between request and arrival. Visit SonomaCounty.ca.gov/Fire-Prevention/Chipper-Program for program guidelines.

NOTICE OF VIOLATION & ORDER: If you are in violation of State and/or Local Fire Codes and Ordinances as indicated, you are hereby ordered to correct the noted fire safety hazards within 30 calendar days of the date of this Notice to bring your property into compliance. A re-inspection will be conducted on or after the REINSPECTION DATE set forth within this Notice and Order. Properties not in compliance after the first inspection may be subject to an inspection fee for each inspection.

ADMINISTRATIVE CITATION. If the violations have not been abated within 30 days, an Administrative Citation will be issued. Pursuant to Sonoma County Code section 1.7.6, a fine of \$100 will be due. In addition to penalties, all inspection costs, attorney's fees to seek a court order and abatement costs will be due and liens will be placed on the property. The Administrative Citation Order may be recorded on the property until the violations have been abated, and all costs and penalties have been paid.

RIGHT TO APPEAL. Any person adversely affected by the Administrative Citation may appeal this Administrative Citation in writing within thirty (30) days after service of the Administrative Citation pursuant to 1-7.6 and 13A. The appeal process includes the right to an appeal hearing. If a hearing officer finds that a violation exists, you may be responsible for paying the County's administrative costs including, but not limited to, administrative overhead, salaries, and expenses incurred as a result of the hearing.



County of Sonoma - FIRE PREVENTION DIVISION
Vegetation Management Inspection Report: Improved Property

- INSPECTING AGENCY:** _____
 Inspecting Agency Address: _____
 Inspecting Agency Phone: _____ Email: _____
- County of Sonoma Fire Prevention:** 2300 County Center Dr., #220B | Santa Rosa, CA 95403
 PHONE: Vegetation Management (707) 565-8875 | Main Office: (707) 565-2361
 Email: veg-mgmt@sonoma-county.org | Web: sonomacounty.ca.gov/PRMD/Fire-Prevention

Property Owner Name: _____
 Property Owner Mailing Address: _____
 Mailing City, State, Zip: _____
 Property Assessor's Parcel Number (APN): _____
 Property Street Address: _____ Property City: _____
 Occupant Name (If different from Property Owner): _____
 Occupant Phone: _____ Occupant Email: _____

NOTICE OF VIOLATION AND ORDER TO ABATE: Improved Parcels

Sonoma County Fire Code (SCC) Chapter 13A-1 applies to improved parcels in unincorporated State Responsibility Areas:

DATE OF NOTICE AND ORDER (Inspection Date): _____

You must ABATE the violations noted below within 30 business days of the date of this Notice, on or before _____
SEE REVERSE FOR FURTHER INFORMATION.

Inspection #1	Date: _____	<input type="checkbox"/> Violation(s) exist	<input type="checkbox"/> No Violation(s) noted
Inspecting Agency: _____	Inspector Name: _____		
Inspector Phone/Email: _____	Reinspection will be on or after: _____		
<hr/>			
REINSPECTION:	Date: _____	<input type="checkbox"/> Violation(s) exist	<input type="checkbox"/> No Violation(s) noted
Inspecting Agency: _____	Inspector Name: _____		
Inspector Phone/Email: _____			
<i>If the violations are not abated within 30 days, an Administrative Citation Order and a court order may follow immediately after re-inspection. All costs for inspection, attorney's fees to obtain a court order and abatement work will be collected from the property owner and liens placed on the property. See Reverse.</i>			

Inspection #	Reinsp.	Description of Hazard. See reverse for code references and further information.
1	Reinsp.	Defensible Space Zone (within 30 feet of structures or to the property line)
		A. Remove all branches within 10 feet of any chimney or stovepipe outlet, pursuant to PRC § 4291(a)(4) and 14 CCR § 1299.03(a)(2).
		B. Remove leaves, needles or other vegetation on roofs, gutters, decks, porches, stairways, etc. PRC §(4291)(a)(6) ¹ , SCC 13A-4(a)(6) ²
		C. Remove all dead and dying trees, branches and shrubs, or other plants adjacent to or overhanging buildings, pursuant to PRC § 4291(a)(5) and 14 CCR § 1299.03(a)(2).
		D. Remove all dead and dying grass, plants, shrubs, trees, branches, leaves, weeds and needles, pursuant to 14 CCR § 1299.03(a)(1).
		E. Remove or separate live flammable ground cover and shrubs, pursuant to PRC § 4291(a)(1) and Board of Forestry General Guidelines Item 1.
		F. Remove flammable vegetation and items that could catch fire which are adjacent to, or below, combustible decks, balconies, and stairs, pursuant to 14 CCR § 1299.03(a)(4).
		G. Relocate exposed wood piles outside of Zone 1 unless completely covered in a fire-resistant material, pursuant to 14 CCR § 1299.03(a)(3).
		Reduce Fuel Zone (within 30-100 feet of all structures or to property line)
		H. Cut annual grasses and forbs down to a maximum height of 4 inches, pursuant to 14 CCR § 1299.03(b)(2)(B). To avoid erosion, do not cut to bare mineral soil. Trimmings may remain on the ground. PRC §(4291)(a)(1) ¹
		I. Remove fuels in accordance with the Fuel Separation or Continuous Tree Canopy guidelines (see back), pursuant to Board of Forestry General Guidelines Item 4.
		J. All exposed woodpiles must have a minimum of 10 feet clearance, down to bare mineral soil, in all directions, pursuant to 14 CCR § 1299.03(b)(2) (C).
		K. Dead and dying woody surface fuels and aerial fuels shall be removed. Loose surface litter, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches, shall be permitted to a maximum depth of 3 inches, pursuant to 14 CCR § 1299.03(b)(2)(A).
		Defensible and Reduce Fuel Zone (within 100 feet of all structures and property line)
		L. Logs or stumps embedded in the soil must be removed or isolated from other vegetation, pursuant to Board of Forestry General Guidelines Item 3.
		Other Requirements
		M. Outbuildings and Liquid Propane Gas (LPG) storage tanks shall have 10 feet of clearance to bare mineral soil and no flammable vegetation for an additional 10 feet around their exterior, pursuant to 14 CCR § 1299.03(c)(1).
		N. Address numbers shall be displayed in contrasting colors (4" min. size) and readable from the street or access road, pursuant to 2016 CFC § 505.1.
		O. Equip chimney or stovepipe openings with a metal screen having openings between 3/8 inch and 1/2 inch, pursuant to 2016 CBC § 2113.9.2.

COMMENTS: _____

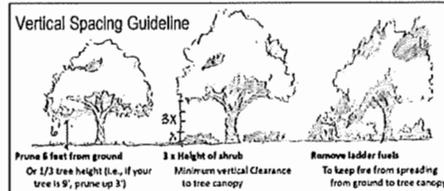
You are your home's first line of defense against wildfire

Preparing your home for wildfire by reducing highly flammable vegetation will help firefighters safely defend your home in the event of a fire. This inspection is an opportunity to learn how to prepare for wildfire. The intensity of fuels management may vary within the 100 foot perimeter of the structure, the most intense management requirements shall be within the first 30 feet around the structure, with special attention within 5 feet of structures. State Defensible Space standards will soon include requirements for the "Zone Zero" noncombustible area, which extends from structures to five feet. Visit ReadyforWildfire.org for details.

Fuel reduction does not mean cutting down all trees and shrubs, or creating bare earth across the property! Fuel reduction means reducing grass, shrubs, ornamental plants, dead and dying plants, ivy, and other overgrown vegetation so that a fire can't easily transfer from the ground to nearby structures or up into trees. Providing separation between vegetation and/or reshaping vegetation by trimming can provide emergency personnel a point of defense from which they can protect a structure from an approaching wildfire, or protect the forest from an escaping structure fire.

Vertical Spacing eliminates vertical "fire ladders" that can move flames from ground into tree tops.

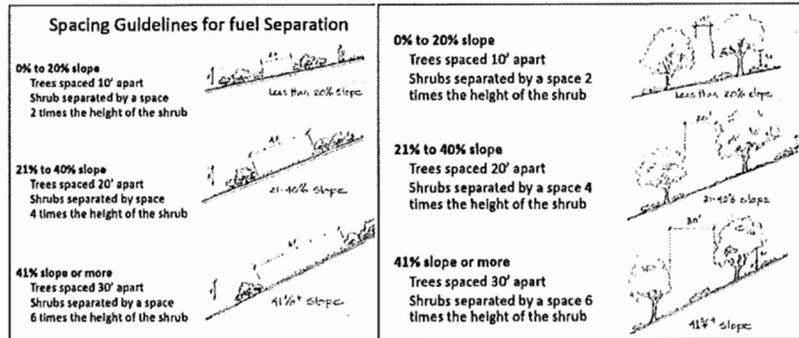
- Remove lower branches to create a 6 foot minimum clearance (or 1/3 tree height)
- Create vertical spacing between shrubs and lowest branches of trees as suggested in the guideline graphic to the right.



Graphics courtesy of Ellie Inslay

Horizontal Spacing: Breaking up fuel continuity

The spacing between grass, shrubs, and trees is crucial to reduce the spread of wildfire across the ground. Spacing is determined by the type and size of the shrubs and trees, as well as the slope of the land. For example, a property on a steep slope with larger plant life will require greater spacing between trees and shrubs than a level property that has small, sparse



vegetation. Use the illustrations as guidelines to reduce fuels within 100 feet of buildings.

Riparian Corridor Combining Zone.

Vegetation management in Riparian Corridor Combining Zone streamside conservation areas is subject to the allowed land uses, activities and permit requirements set forth in Chapter 26-65-040 of the Sonoma County Code. Owner shall also comply with all other federal, state and local laws, including environmental protection laws.

Visit ReadyforWildfire.org for detailed information on defensible space, ignition-resistant building materials and home hardening, and wildfire and emergency preparedness.

For specific questions about your inspection, please call the Fire District or inspector listed on the inspection form first. For general questions, you can refer to Permit Sonoma Fire Prevention Division's website, SonomaCounty.ca.gov/FirePrevention, or e-mail Veg-Mgmt@sonoma-county.org or phone at (707) 565-8875.

Our Residential Chipper Program can help chip vegetation cut for defensible space. Seasonal demand for the chipper program can be high, and there may be delay between request and arrival. Visit SonomaCounty.ca.gov/Fire-Prevention/Chipper-Program for program guidelines.

NOTICE OF VIOLATION & ORDER: If you are in violation of State and/or Local Fire Codes and Ordinances as indicated, you are hereby ordered to correct the noted fire safety hazards within 30 calendar days of the date of this Notice to bring your property into compliance. A re-inspection will be conducted on or after the REINSPECTION DATE set forth within this Notice and Order. Properties not in compliance after the first inspection may be subject to an inspection fee for each inspection.

ADMINISTRATIVE CITATION. If the violations have not been abated within 30 days, an Administrative Citation will be issued. Pursuant to Sonoma County Code section 1.7.6, a fine of \$100 will be due. In addition to penalties, all inspection costs, attorney's fees to seek a court order and abatement costs will be due and liens will be placed on the property. The Administrative Citation Order may be recorded on the property until the violations have been abated, and all costs and penalties have been paid.

RIGHT TO APPEAL. Any person adversely affected by the Administrative Citation may appeal this Administrative Citation in writing within thirty (30) days after service of the Administrative Citation pursuant to 1-7.6 and 13A. The appeal process includes the right to an appeal hearing. If a hearing officer finds that a violation exists, you may be responsible for paying the County's administrative costs including, but not limited to, administrative overhead, salaries, and expenses incurred as a result of the hearing.

You are your home's first line of defense against wildfire

Preparing your home for wildfire by reducing highly flammable vegetation will help firefighters safely defend your home in the event of a fire. This inspection is an opportunity to learn how to prepare for wildfire. The intensity of fuels management may vary within the 100 foot perimeter of the structure, the most intense management requirements shall be within the first 30 feet around the structure. Compliance with the provisions of this Chapter 13A is required throughout the year.

Fuel reduction does not mean cutting down all trees and shrubs, or creating bare earth across the property! Fuel reduction means reducing grass, shrubs, ornamental plants, dead and dying plants, ivy, and other overgrown vegetation so that a fire can't easily transfer from the ground to nearby structures or up into trees. Providing separation between vegetation and/or reshaping vegetation by trimming can provide emergency personnel a point of defense from which they can protect a structure from an approaching wildfire, or protect the forest from an escaping structure fire.

Start at the house and work outwards to achieve defensible space

RECOMMENDED: "Zone 0" from structure walls out to 5 feet: The closer to buildings, the more intensive fuels management should be. A 5 foot "non-combustible zone" from buildings walls is recommended to help protect the structure from embers and direct flame contact. In Zone 0, remove all dead and dying or highly flammable vegetation. Plants in this area should be low growing, well-maintained and irrigated. Replace flammable mulch with materials such as compost or rock. Do not store flammable items in this area. If wooden fences attach directly to the structure, consider a non-combustible material, such as a metal gate, at the structure wall.

RECOMMENDED in Zone 1: Separate shrubs from structures or trees so that fire cannot use shrubs to travel across the ground to buildings, or into trees. Plant "islands" broken up by pathways or non-combustible landscape elements can keep flame from moving across the ground to structures.

RECOMMENDED Zone 1: Move wood piles 30 feet away from structures, or cover with a fire resistive material.

RECOMMENDED Zone 2: Reduce vegetation so that live flammable ground cover and shrubs (ladder fuels) are removed or separated so that they will not spread flame horizontally across the ground or vertically into the tree canopy. Large trees do not have to be cut and removed as long as they are limbed up to an appropriate height and maintained free of dead and dying materials, and surrounding plants are spaced so they will not transmit flame to trees.

RECOMMENDED: Liquid Propane Gas (LPG) storage tanks should have 10 feet of clearance and no flammable vegetation for an additional 10 feet around their exterior.

Riparian Corridor Combining Zone.

Vegetation management in the Riparian Corridor Combining Zone streamside conservation area is subject to the allowed land uses, activities and permit requirements set forth in Chapter 26-65-040 of the Sonoma County Code. Owner shall also comply with all other federal, state and local laws, including environmental protection laws.

For specific questions about your inspection, please call the Fire District or Inspector listed on the inspection form first. For questions about the program in general, you can refer to Permit Sonoma Fire Prevention Division's website, SonomaCounty.ca.gov/FirePrevention, or e-mail Veg-Mgmt@sonoma-county.org or phone at (707) 565-8875.

Our goal is to achieve wildfire adapted neighborhoods

Our Residential Chipper Program can help chip vegetation cut for defensible space. Seasonal demand for the chipper program can be high, and there may be delay between request and arrival. Visit SonomaCounty.ca.gov/Fire-Prevention/Chipper-Program for program guidelines.

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THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY.

Date:

Property Owner

Address

RE: Site Address:

Assessor's Parcel Number (APN):

ADMINISTRATIVE CITATION
FINAL NOTICE OF CORRECTION ORDER

Dear _____,

On the following dates, inspections for Defensible Space, Hazardous Vegetation and Combustible Materials violations were conducted on the property referenced by Sonoma County Fire Prevention and/or the local fire district:

	Inspection Date	Inspecting Agency	Inspector Name	Notification Date-US Mail
1st Insp				
2nd Insp				

Administrative Citation and Corrective Order sent Certified mail, return receipt requested.	Certified Mail Date:
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Each of these inspections has found violations of state and/or local fire code regulations of the property owner's duty to maintain defensible space and abate hazardous vegetation and combustible material as specified on the Vegetation Management Inspection Report/Notice of Violation (attached). This property is a fire hazard. All property owners, occupants and persons in control of any improved or unimproved parcel of land or interest therein which is located in the unincorporated area of the County (collectively referred to as "Owner" in Chapter 13A) shall comply with the vegetation management requirements set forth in Chapter 13A. A **Notice of Violation and Order to Abate** were mailed to the property owner at the address that appears on the last County Equalized Assessment Roll on _____. This second notification of failed re-inspection was mailed on _____. Notices were also left on the property.



ADMINISTRATIVE CITATION

This Administrative Citation specifies the corrective actions required to be taken and orders the property owners and persons in possession to abate the hazardous vegetation or combustible material within thirty (30) calendar days. Pursuant to Sonoma County Code section 1.7.6, the violations must be corrected **no later than** _____. \$100.00 violation fine is also due on _____. This property is a significant fire hazard to the community. If the violations have not been corrected by _____ and payment has not been received by _____, for each day that the violations continue, a \$100 per day fine will continue to accrue until the violations are abated. Payment of the fine does not waive the responsibility to correct the violation.

RIGHT TO APPEAL. Any person adversely affected by the Administrative Citation may appeal this Administrative Citation in writing within thirty (30) calendar days after service of the Administrative Citation pursuant to Sonoma County Code sections 1-7.6 and 13A. The appeal process includes the right to an appeal hearing. If a hearing officer finds that a violation exists, you may be responsible for paying the County's administrative costs including, but not limited to, administrative overhead, salaries, and expenses incurred as a result of the hearing.

Failure to appeal and failure to abate by _____. If the violations have not been abated or appealed by _____, this will become a final order. This will become conclusive evidence of the responsible party's liability for the abatement costs and civil penalties contained therein.

This Notice constitutes final notice of the intent to abate. Failure to bring the real property into compliance with Sonoma County Code Chapter 13A subjects the owner or persons in possession of the property to civil, administrative and criminal penalties. In addition to the authority granted by law to the county fire chief in exigent situations, and pursuant to California Health and Safety Code section 14930 and Government Code section 25845, as amended, **the County Fire Marshal or his designee is authorized to enter real property and summarily abate any public nuisance determined by the county fire chief to constitute an immediate threat to public health or safety without prior notice or hearing.** The owner or person in possession of the property will be responsible for full payment of all inspection and administrative costs, abatement costs, attorneys' fees, civil penalties, and fines.

Respectfully,

Fire Chief
Enforcing Officer
(707) _____

Cc: County Fire Marshal



Sonoma County Permit and Resource Management Department
2300 County Center Drive #B220 Santa Rosa CA 95403 (707) 565-1152
www.PermitsSonoma.org



Exhibit B

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance*:
 - i. Copy of the additional insured endorsement or policy language granting additional insured

- status; and
ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: **21-22 Sonoma Valley Fire Protection District 13a**.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its officers, agents, and employees
Attn: Permit Sonoma
2550 Ventura Ave
Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.