

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), dated as of November 10<sup>th</sup>, 2020 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and 4Leaf, Inc., hereinafter referred to as ("Consultant").

**RECITALS**

WHEREAS, County and Consultant entered into that certain Agreement, dated January 8, 2019, for building plan review and building inspections services to ensure the residents of Sonoma County are able to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, County and Consultant amended that certain Agreement, dated November 19, 2019 due to the Kincade Fire of 2019. There was an additional need for building plan review and building inspection services as residents of Sonoma County sought and continue to seek to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, due to the 2020 LNU Complex Fires and 2020 Glass Complex fires of 2020 there is a need for building plan review and building inspection services as residents of Sonoma County seek to repair or reconstruct fire damaged or destroyed homes and structures; and

WHEREAS, County and Consultant desire to amend the Agreement to include additional scope related to properties impacted by the 2020 LNU Complex Fires and 2020 Glass Complex fires of 2020 and additional time within the term of the agreement,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Agreement Section 3. Term of Agreement.: is deleted and replaced with the following:

3. Term of Agreement. The term of this Agreement shall be from the Effective date to January 29, 2023, unless terminated earlier with the provisions of Article 4 below.

2. Agreement Section 9.2 Status of Consultant.: is deleted and replaced with the following:

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. The County shall have no right or authority to supervise, direct or control the Consultant or the workers assigned to perform work hereunder with respect to the performance of the duties under this Agreement. It is understood and agreed that the County is interested only in the results to be achieved by the Consultant under this Agreement; the manner and method of performing all duties and services of the Consultant under this Agreement and achieving the desired results shall be under the exclusive control of the Consultant according to the particular skills and expertise of the workers assigned by Consultant to perform services hereunder. Neither consultant, nor the workers provided by Consultant to perform work hereunder, shall be considered to be an agent or employee of County and are not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. As employees of Consultant, Consultant shall be responsible for tracking the hours worked, paying overtime, and providing meal and rest periods for non-exempt employees, and

complying with all other applicable wage and hour legal requirements afforded to the workers supplying services hereunder. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, neither Consultant, nor the workers provided hereunder, shall have any recourse or right of appeal under rules, regulations, ordinances, or laws applicable to County employees. The parties further acknowledge and agree that this Agreement shall not, at any time, be construed as creating any association, partnership, joint venture, employment, or agency relationship between the Consultant and the County, or between Consultant's employees and the County. The parties further acknowledge and agree that the Consultant and the workers assigned to perform work hereunder do not have the authority to bind the County.

Consultant certifies that the following representations are true and correct:

Consultant shall control the work of the workers assigned by Consultant to perform work hereunder and the manner in which it is performed; the workers assigned by Consultant to provide services hereunder shall furnish such services directly to the County rather than to the customers of the County; Consultant has all required business licenses and business tax registrations; Consultant maintains a business location that is separate from the location of the County; Consultant customarily engages in an independently established business of the same nature as that involved in the work to be performed in the Exhibit A Scope of Work; Consultant has other contracts with other businesses to provide the same or similar services and may perform work on behalf of, and provide services to, persons and entities other than the County, and may market and advertise Consultant's services to such persons and entities, and is not financially dependent on the County; Consultant advertises and holds itself out to the public as available to provide the same or similar services; Consultant provides to its workers assigned to perform services hereunder any required tools, vehicles, and equipment to perform the services; Consultant has secured all required disability, unemployment compensation, and worker's compensation insurance for the workers furnishing services hereunder; the specified rates were the product of negotiations between the parties; Consultant and/or the workers furnished by Consultant will set their own hours and location of work; and no work will be performed hereunder that requires a license from the Contractor's State License Board pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code. Consultant agrees to promptly notify the County in the event any of the above representations change at any time during the duration of the Agreement.

Consultant further agrees to release, hold harmless, indemnify and defend the County for any claims, actions, or demands that may be brought challenging the status of worker(s) supplied by Consultant hereunder or for joint employment, or that arise out of: a) Consultant's failure to comply with any representation or obligation under this Agreement, including for negligent performance of duties required by this contract for failure to perform obligations with a standard level of care; b) Consultant's failure or allegations that Consultant failed to pay its employees in accordance with applicable laws; c) any claims for wages, benefits or compensation asserted by a Consultant's employee performing services hereunder; d) Consultant's failure to pay payroll taxes or employee benefits as set forth in this Agreement and/or required by law; and e) any fines and/or penalties associated with any of the above.

3. Agreement Exhibit A, Scope of Work, Task 1, Section h: is deleted and replaced with the following:

- h. Consultant shall at a minimum provide the following on-site staff during all times the County of Sonoma Administrative Offices are open to the public, remotely or in person, with the following personnel to perform Plan Review and Inspection Services:
  - i. (1) Project Manager
  - ii. (1) Plan Examiner
  - iii. (1) Supervising Permit Technician
  - iv. (1) Permit Technician

- v. (1) Administrative Support
  - vi. (2) Building Inspectors
4. Agreement Exhibit A, Scope of Work, Task 1: is amended to add and include the following:
    - i. Consultant shall “Off-site Plan Review” for primary single family dwellings, accessory dwelling units, garages, storage structures and other accessory structures that are subject to plan review fee item “0060” and where plan review fee is valuation based. All other plan review shall be conducted on-site.
  5. Agreement Exhibit A, Scope of Work, Task 2, Provision o: is amended to read as follows:
    - o. Consultant agrees to manage Inspection Services to minimize response times, minimize mileage and maximize inspection efficiencies. The goal is to maximize the number of inspections with a one-day response time, to maximize trip efficiency as defined as inspections per trip and to minimize the miles driven per day. Tools such as batching inspections based on location within the County, route selection/customization, person-to-person scheduling (vs automated) and video/photographic inspections are encouraged to minimize the response time and maximizing the inspection efficiency.
  6. Exhibit A, Scope of Work, Task 4 of the Agreement is amended to add and include the following:
 

**LNU Fire Specific Outreach.** Consultant shall conduct two (2) community meetings located at times mutually agreed to between Consultant and County, including coordination with the Sonoma County Fire Marshal. The meetings will take place in Guerneville and Healdsburg. The community meetings shall provide information to the public and design professionals that informs the public about the policies and procedures of obtaining permits for repairing and reconstructing fire damaged and destroyed dwellings and structures, including but not limited to design requirements, model code requirements, Sonoma County Code requirements for building, septic and fire code compliance, and any and all state law requirements. Consultant shall provide information on how to submit plans for approval to obtain permits, the process for approval, processes for scheduling inspection appointments, and any other information necessary for residents of Sonoma County to obtain the permits described above and eventual certificates of occupancy or other governmental approval necessary to close out a permit.

**Glass Complex Fire Specific Outreach.** Consultant shall conduct two (2) community meetings located at times mutually agreed to between Consultant and County, including coordination with the Sonoma County Fire Marshal. The meetings will take place in Santa Rosa. The community meetings shall provide information to the public and design professionals that informs the public about the policies and procedures of obtaining permits for repairing and reconstructing fire damaged and destroyed dwellings and structures, including but not limited to design requirements, model code requirements, Sonoma County Code requirements for building, septic and fire code compliance, and any and all state law requirements. Consultant shall provide information on how to submit plans for approval to obtain permits, the process for approval, processes for scheduling inspection appointments, and any other information necessary for residents of Sonoma County to obtain the permits described above and eventual certificates of occupancy or other governmental approval necessary to close out a permit.
  7. Agreement Exhibit B Compensation: is amended to add an hourly rate sheet to be used for administration of the resiliency center, on-site review and field inspection work.

## Hourly Rate and Mileage Sheet

### Administration and On-Site Plan Review Services:

• Project Manager: .....	\$135.00/per hour
• Structural Engineer: .....	\$135.00/per hour
• Plan Review Engineer: .....	\$115.00/per hour
• Plans Examiner: .....	\$100.00/per hour
• Permit Technician: .....	\$65.00/per hour
• Senior Permit Technician: .....	\$75.00/per hour
• Administrative Support: .....	\$55.00/per hour
• Planner/REHS: .....	\$115.00/per hour
• Grading/Civil Plans Examiner: .....	\$120.00/per hour
• Fire Plans Examiner: .....	\$120.00/per hour

### Inspection Services:

• Fire Inspector: .....	\$130.80/per hour
• Building Inspector: .....	\$106.40/per hour
• Mileage: .....	\$0.575 / mile

8. Agreement Exhibit B Compensation, PLAN REVIEW, Hourly Rate Sheet for On-Site Plan Review: is amended to read as follows:

Compensation for resiliency center administration and plan review services not otherwise detailed within Exhibit B will be based on the hours needed to conduct these services and on the hourly rates presented in Exhibit B Compensation Hourly Rate Sheet.

9. Agreement Exhibit B Compensation, PLAN REVIEW, Lump Sum for Miscellaneous Plan Review Performed Off-Site: is amended to add the following provision regarding grading permits.

- Fire Plan Review: \$200
- Grading Plan Review: Varies<sup>1</sup>
  - 1: Grading Plan Review Fee as set out in the PRMD Fee Schedule (grading plan reviews vary based on volume of earth graded).

10. Agreement Exhibit B Compensation, PLAN REVIEW: is amended to add the following provision regarding payment for off-site plan review.

Compensation for off-site plan review will be in accordance with the following milestone schedule:

- a. Upon issuance of the permit; or
- b. Upon completion of first review and the expiration of ninety days after first review comments were sent to client.

11. Agreement Exhibit B Compensation, INSPECTIONS, Fixed Fee for Inspections for Dwelling or Accessory Structures: is amended to include the following tiers which apply to permits submitted on and after the date of this Second Amendment.

## INSPECTIONS

Compensation for milestone inspections called for by the permit applicant or client and completed by 4Leaf prior to the Effective Date shall be subject to the Fixed Fees for Inspections contained in the Agreement immediately preceding this Second Amendment.

Compensation for construction inspections completed by 4Leaf on the Effective Date or later will be based on the hours needed to conduct the inspections to complete the project and on the hourly rates presented in Exhibit B Compensation Hourly Rate Sheet.

12. Except to the extent the Agreement is expressly and explicitly amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

13. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

**CONSULTANT:**  
**4Leaf, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**COUNTY OF SONOMA:**

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

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

Tennis Wick, Director

Permit and Resource Management Dept.

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

APPROVED AS TO FORM FOR  
COUNTY:

By: Linda Schiltgen  
County Counsel

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

\_\_\_\_\_