

Sonoma Valley Fire District

Board of Directors Meeting

February 10, 2026





Sonoma Valley Fire District

Board of Directors Meeting

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**MEETING AGENDA
SONOMA VALLEY FIRE DISTRICT
BOARD OF DIRECTORS**

Tuesday, February 10, 2026 at 6:00 P.M.
Location: Sonoma Valley Fire District Station 1
630 2nd Street W., Sonoma, CA 95476

This meeting is being conducted in person with videoconference capabilities in accordance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Agenda, Zoom link, and board packet materials are available at the following website: <http://sonomavalleyfire.org>

To join by phone: 1-669-900-9128

Meeting ID: 914 153 1767

Meeting Passcode: 3300

1. Call to Order

2. Roll Call and Determination of a Quorum

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, John Cooper, Mark Emery, and Robert Uboldi

3. Pledge of Allegiance

4. Confirmation of Agenda

Opportunity for the Board to reorder agenda items.

5. Comments from the Public

(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)

6. Presentations

a) SVFD Explorer Posts 31 and 911 Update – Captain Branconi

7. Consent Calendar

a) Approval of minutes from the regular meeting held on, January 13, 2026.
Action Item

8. Fire Chief's Monthly Report

January 2026 Chief's Report

9. Old Business

10. **New Business**

- a) Fire suppression systems monitoring contract. **Action Item** – BC Campbell
- b) Annual AB2561 Status of Public Agency. **Action Item** – CFO Jason
- c) Contract for Service with 4 Leaf, Inc. for consulting services. **Action Item** – DC Norrbom
- d) Update on SVFD RMS reports and the new NERIS Requirements – DC Smith

11. **Other Business to Come before the Board**

- a) Confirmation of Board Subcommittee assignments

12. **Comments from the Floor**

13. **Comments/Reports from the Board**

14. **Closed Session**

15. **Adjournment**

This meeting will be adjourned to a regular Board meeting on Tuesday, March 10, 2026 at 6:00 p.m. in the Training Room of Sonoma Valley Fire District, Station 1, located at 630 2nd Street West, Sonoma, CA.

Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>.



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 February 10, 2026

Agenda Item No.	Staff Contact		
7a	Maci Bettencourt, Clerk of the Board		
Agenda Item Title			
Approval of the regular meeting minutes held on January 13, 2026			
Recommended Actions			
Approve the minutes.			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval.			
Strategic Plan Alignment			
Fiscal Summary – FY 25/26			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not Required			
Attachments			
1. Minutes for January 13, 2026 regular meeting			

SONOMA VALLEY FIRE DISTRICT

BOARD OF DIRECTORS REGULAR MEETING MINUTES

Tuesday, January 13, 2026

**Meeting was held in person at Station 1, 630 2nd Street W, Sonoma, Ca. 95476
and via video conference for general public access.**

Join by phone: 1-669-900-9128 | Meeting ID: 914 153 1767 | Meeting Passcode: 3300

1. Call to Order

President Norton called meeting to order at 5:59 PM

2. Roll Call and Determination of a Quorum

Board of Directors present: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Director Brian Brady, Director John Cooper Director Mark Emery, and Director Robert Uboldi

3. Pledge of Allegiance

The Pledge of Allegiance was led by Director Cooper and recited by all.

4. Confirmation of Agenda

None

5. Comments from the Public

Public and staff present/virtual: Chief Akre, DC Norrbom, CFO Jennifer Jason, BC Campbell, Capt. Lewis, Capt. Derner, Capt. Banuelos, Eng. Molesworth, , SIT Reporters - Isabel Beer and Ruchi Shahagadkar, and Consultant Tony Ghisla.
No comments heard from the public.

6. Presentations

None

7. Consent Calendar

a) Board reviewed and President Norton approved the meeting minutes from the regular board meeting held on, December 9, 2025.

8. Fire Chief's Monthly Report

December 2025 Chief's Report attached.

9. Old Business

None

10. New Business

a) Director Brady motioned to approve the fund balance allocations base on SVFD FY-23/24 Audit, presented by Chief Akre and CFO Jason. **M/S/A Brady/Atkinson – 7 ayes**

b) Consultant Tony Ghisla informed the board of bond company options for the financing of the Kenwood - Station 6 remodel. Director Cooper motioned to approve moving forward with

Urban Futures and allowing President Norton to sign any necessary documents to execute the bond. **M/S/A Cooper/Johnson – 7 ayes**

- c) Director Emery informed the board that there was very little modifications to the language within the MOU side letter being presented and gave his approval. Director Emery motioned to approve Resolution 2025/2026-08, accepting the Management Side Letter Agreement. **M/S/A Emery/Brady – 7 ayes**

11. Other Business to come before the Board

- a) The Board was presented Kenwood's FY-24/25 Annual Audit for their review.

12. Comments from the Floor

Clerk Bettencourt took a moment to thank the Board, on behalf of the administrative staff, for their generous holiday cards.

13. Comments/Reports from the Board

Chief Akre advised the Board that hard copies of the board packet can be made available prior to the meeting, should they request one. He also mentioned that committee assignments will be reviewed next meeting.

14. Closed Session

None

15. Adjournment

M/S Emery/Norton – 7 ayes

Meeting was adjourned at 6:45pm, to a regular Board meeting on February 10, 2026, at 6:00 p.m. This meeting will be conducted in person with videoconference capabilities available to the public. *Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website: <http://sonomavalleyfire.org> under the Governance tab.*

Respectfully submitted,

Maci Bettencourt
Clerk of the Board



Sonoma Valley Fire District

Proudly Serving the Communities of

Sonoma, Valley of the Moon, Glen Ellen, Kenwood, and
Mayacamas



DATE: 1/13/2026
TO: Sonoma Valley and Kenwood Board of Directors
FROM: Chief Akre
SUBJECT: Monthly Activity Report – December 2026

A. ADMINISTRATIVE:

1. SDC: There are no longer any SDC Fire Employees and there is no fire presence at SDC. We have been asked to schedule a meeting with the developer on what facility needs we have for a future fire station. I continue to be engaged with our Supervisor on the need for Fire/EMS presence and how we could fund this.
2. REDCOM Update: We have brought Cloverdale Fire into REDCOM at the first of the year. REDCOM Board will be having a strategic planning workshop in April.
3. SCFCA/Measure H update: We continue to move forward with all implementation plans, with a focus on REDCOM, Training, Technology, and Recruitment and Retention Programs. All Agencies Measure H Annual Reports were submitted to the Oversight Committee. SVFD's 3 reports are attached. The Oversight Committee's next meeting will be in February. December's meeting was held at the new SFRD Station 5. Tomorrow's meeting will be held at SCFD Station 1. The retirees and installation luncheon will be held in Petaluma on February 11. I attended the SCFCA's EMS Subcommittee meeting.
4. I continue to meet monthly with the CAO's Office as well as Supervisor Hermosillo.
5. We held our weekly Executive Chiefs meetings. We also held our monthly Command Staff meeting.
6. Cal Chiefs: I attended the monthly Cal Chiefs E-Board, and weekly Presidents' forum meetings.
7. FRMS: The next Board meeting will be on 1/21.

B. INCIDENTS:

1. Monthly Incident reports for December are attached.

C. BUDGET/FINANCE:

1. We received our fourth Measure H revenues in December.

630 Second Street West • Sonoma • California • 95476-6901
Business: (707) 996-2102 • svfra@svfra.org • Fax: (707) 996-2868



Sonoma Valley Fire District

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Mayacamas



D. PERSONNEL:

1. Our two new FFs, Michael Harris and Phillip Morrison started on shift the week of January 5th.

E. TRAINING:

December Training Report

1. Full Time Staff: We finished that walkthroughs at the construction project on Verano Ave. All companies have been through the site during the construction phase.
2. We conducted a search drill from all companies at and acquired structure is Schell-Vista's district. This drill was ran as a live fire scenario with units from both agencies, our BC's as the IC, in smoked out conditions. Rescue techniques and fire attack in zero visibility was the primary objective, followed by rural water supply and size-up. New Thermal Imaging camera's were introduced at this training as well. Huge success here.
3. Companies also took advantage of time spend at various School's while performing inspections, to complete pre-fire plans and identify access points during the schools' winter break.
4. Volunteers: Volunteer staff got a refresher on aerial ladder usage, as well as truck operations.
Volunteer staff also had a EMS drill taught by Engineer Paolini, then holiday break.
Volunteer academy is continuing to march along and going very well.
5. Fire Explorers: 2 drills in December, a class room lecture about auto extrication and a hands-on day.
6. Outside: Congratulations to VFF Jarred Stayton who graduated from the SRJC FF1 Academy.

F. EQUIPMENT:

1. The new Brush 35 is being constructed at Hi-Tech and is expected in Spring.
2. We are taking the lead in the new apparatus naming and numbering system that is being phased in throughout the County.

G. BUILDINGS & LAND:

1. The New Station 2 project: we are working on our application to LAFCO through PRMD to be annexed into the Sanitation District, as well as the Use Permit. We are also working on developing an RFQ for a progressive design build model.



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Mayacamas



2. DC Norrbom and I met with former Director of PRMD, Tennis Wick, today to explore opportunities to engage with him to assist with the planning process for our station projects.

H. PREVENTION & COMMUNITY OUTREACH:

1. See attached monthly activity report.
2. SVFD ISO Ratings:
 - a. City: Class 1
 - b. Unincorporated valley, including GE, VOM & Eldridge: Class 2 (Class 10 if over 5 miles from a fire station)
 - c. Mayacamas Service Area: Class 8B (Class 10 if over 5 miles from a fire station)

I. ASSOCIATION NEWS AND UPCOMING EVENTS:

1. The next SCFDA Dinner/Meeting will be on January 22 in Sebastopol, hosted by Gold Ridge FD. The meeting will be both in-person and virtual. There is a new format for SCFDA meetings now. There will be 2 dinner meetings a year and the other two quarterly meetings will be held via Zoom. In order to keep SCFDA Members engaged and informed, the SCFCA is inviting SCFDA Members to the beginning portions of the SCFCA Meetings. This will include presentations, allied agency reports and Region reports.



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 February 10, 2026

Agenda Item No.	Staff Contact		
8a	Steve Akre, Fire Chief		
Agenda Item Title			
Monthly Fire Chief's Report			
Recommended Actions			
None			
Executive Summary			
<p>The monthly Fire Chief's report is crucial for maintaining transparency and accountability within the District. It provides an overview of current administrative updates, incident responses, budget and financial status, personnel changes, training activities, and the status of buildings and land. Additionally, it covers equipment readiness, fire prevention initiatives, community outreach efforts, and events hosted by the fire association. This comprehensive report ensures that all stakeholders are informed about the department's operations, challenges, and achievements, fostering better decision-making and community trust.</p>			
Alternative Actions			
None needed			
Strategic Plan Alignment			
Fiscal Summary – FY 25/26			
Expenditures			
Budgeted Amount	\$	Funding Source(s)	\$
Add. Appropriations Req'd.	\$	District General Fund	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not Required			
Attachments			
1. Monthly Fire Chief's Report			



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 February 10, 2026

Agenda Item No.	Staff Contact
10a	Jason Campbell, Battalion Chief

Agenda Item Title
 Fire Suppression System Monitoring Contract

Recommended Actions
 Approve Contract for Implementation of Program

Executive Summary

The Compliance Engine is a secure, web-based compliance management system that allows the Fire District to more effectively track, enforce, and document inspection, testing, and maintenance of fire protection systems required under California Code of Regulations, Title 19. Third-party service providers submit inspection reports directly to the Authority Having Jurisdiction through Brycer’s portal, eliminating paper records, improving data accuracy, and streamlining follow-up on deficiencies.

Implementation of this program will improve life safety by increasing system reliability, reducing false alarm activity, and ensuring deficiencies are corrected in a timely manner. The platform provides staff with real-time visibility into which buildings have required systems, when they were last tested, and whether outstanding violations exist—strengthening compliance, enforcement consistency, and audit readiness while reducing administrative workload.

There is no direct cost to the Sonoma Valley Fire District or building owners. Program fees are paid by third-party contractors already performing required inspections. The Compliance Engine is currently in use by multiple Sonoma County agencies, all of whom report favorable operational results. Staff recommends adoption of this program to improve efficiency, compliance, and public safety outcomes within the District.

Alternative Actions
 Recommend an alternative to this contract, or deny approval and continue existing manual tracking and enforcement processes

Strategic Plan Alignment
 Objective 1D, Objective 1C, and Appendix 1 item 13

Fiscal Summary – FY 25/26			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req’d.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)

- Attachments**
1. Brycer - Contract for Service
 2. Power Point/PDF

BRYCER, L.P.
BRYCER ADVISORY GROUP, L.P.
2300 Cabot Dr
Suite 250
Lisle, IL 60532

January 14, 2026

Sonoma Valley Fire District
630 2nd Street West
Sonoma, CA 95476

Re: “The Compliance Engine”

Dear Sonoma Valley Fire District:

We look forward to providing you with “The Compliance Engine” (the “Solution”) and the advisory services described below related to the Solution (the “Advisory Services”). This proposal letter provides the basic terms by which Brycer, L.P. (“Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”) will provide you, Sonoma Valley Fire District (“Client”), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing at least 180 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 180 days’ written notice to each of Brycer and BAGLP.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer and BAGLP Responsibilities**: During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client’s use of the Solution and the Advisory Services:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted

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on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center.** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- **Advisory Services.** BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [Los Banos City Fire Department] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Third-Party Reports.** Client will require all compliant and deficient test results to be submitted.

- **Compliance.** Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- **Collaboration.** Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data.** Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: _____
Its: _____

Brycer Advisory Group, L.P.

By: _____
Its: _____

Acknowledged and Agreed to this
__ day of _____, 20__ :

[Sonoma Valley Fire District]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L.P. (“Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”), on the one hand, and Client, on the other hand (the “Agreement”). As used in these Terms and Conditions, “Brycer” means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below.

- 1. Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the “Work Product”) in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the “Authorized Users”) to use the Solution and the Work Product for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product; (c) it shall not sell, resell, rent or lease the Solution or the Work Product; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product; and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.
- 2. Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the “Derivative Works”), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the “Documentation”), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
- 3. Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.
- 4. Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer’s policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.
- 5. Use of Logos.** During the term of the Agreement, Brycer shall have the right to use Client’s logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.
- 6. Confidential Information.** Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information (“Confidential Information”). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer’s screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party’s Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party; provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.
- 7. Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.
- 8. Disclaimer.** All information, as well as all conclusions as to the condition of any testing site, entered into Brycer’s database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER’S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR**

PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.

9. **LIMITATION ON DAMAGES. BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder); (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable

attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile

and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.
22. Separation of Services. Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

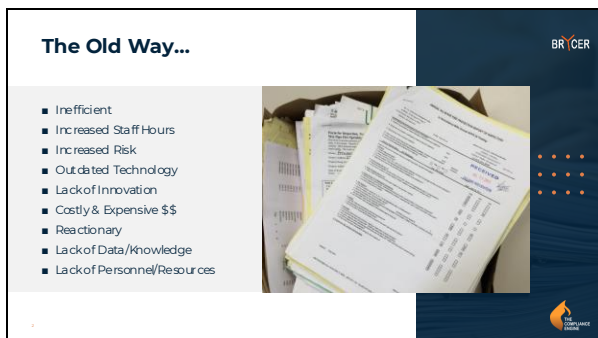
Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

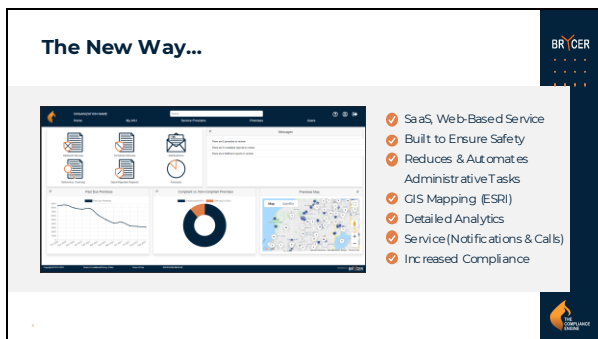
3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.


Brycer will assign Client a dedicated customer representative with direct access to their email and work number.








TCE Services



ID	Walkup Type	Start	End/Time	Type	Call Department for Review	Description
100000	Compliance Compliance Reference	Start Date: 02/05/2024 09:00 AM End Date: 02/05/2024 09:00 AM	02/05/2024 09:00 AM	TCE Call	Call Department for Review	02/05/2024 09:00 AM
100001	Compliance Compliance Reference	Start Date: 02/05/2024 09:00 AM End Date: 02/05/2024 09:00 AM	02/05/2024 09:00 AM	TCE Call	Call Department for Review	02/05/2024 09:00 AM
100002	Compliance Compliance Reference	Start Date: 02/05/2024 09:00 AM End Date: 02/05/2024 09:00 AM	02/05/2024 09:00 AM	TCE Call	Call Department for Review	02/05/2024 09:00 AM
100003	Compliance Compliance Reference	Start Date: 02/05/2024 09:00 AM End Date: 02/05/2024 09:00 AM	02/05/2024 09:00 AM	TCE Call	Call Department for Review	02/05/2024 09:00 AM
100004	Compliance Compliance Reference	Start Date: 02/05/2024 09:00 AM End Date: 02/05/2024 09:00 AM	02/05/2024 09:00 AM	TCE Call	Call Department for Review	02/05/2024 09:00 AM



Virtual Walkthrough




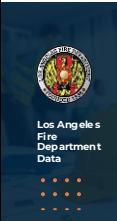
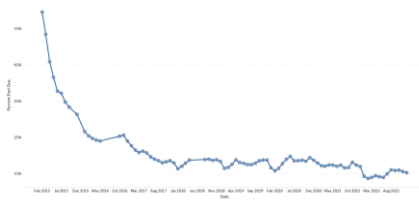
Virtual Walkthrough Tour Data Enhancement Service

- Identify buildings/RPS to ensure compliance
- Utilizing Google Maps and Street View to virtually walk the streets of the city
- Check for FDC's Sprinkler/Riser Rooms, RACPs, Pumps, Hydrants
- Utilizing pictures and video of form websites such as Yelp, Facebook and Social Media Apps

- Step 1** Pull up the property in Google Maps
- Step 2** Virtually walk around the building and inside the building
- Step 3** Locate different fire protection systems via imaging
- Step 4** Populate the identified fire protection systems to the AHJ's data base and track the inspection report down




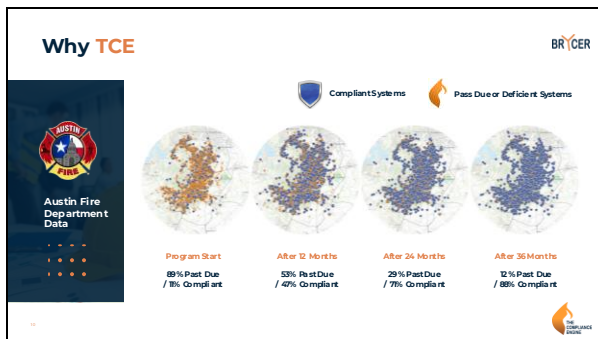

Why TCE

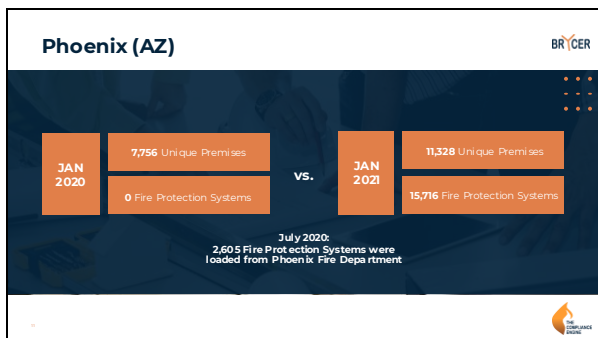




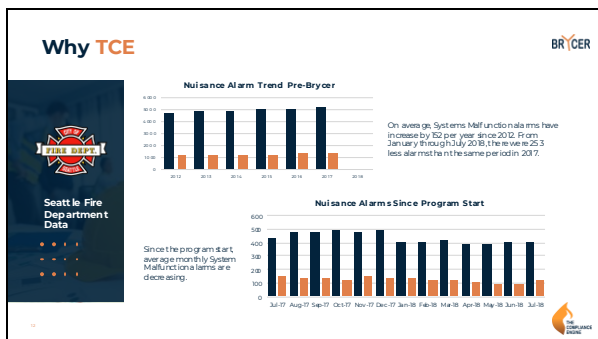
The graph shows a significant decrease in fire incidents over time, starting at approximately 1000 incidents in 2000 and dropping to around 200 incidents by 2022. The data points are as follows:

Year	Incidents
2000	1000
2001	800
2002	600
2003	500
2004	450
2005	400
2006	350
2007	300
2008	280
2009	250
2010	230
2011	220
2012	210
2013	200
2014	200
2015	200
2016	200
2017	200
2018	200
2019	200
2020	200
2021	200
2022	200











List of Systems TCE Tracks



System Type	Area of Rescue Assistance / Area of Refuge	Spray Booth Suppression
	Air Sampling System	Pressure Reducing Valves (PRVs)
	Automatic Closing Fire Assemblies / Fire Doors / Fire Dampers	Private Fire Hydrant / Private Service Main
	Chemical Storage Room	Rental Property Inspection
	Clean Agent	Rescue Air System
	Commercial Kitchen Exhaust Cleaning	Smoke Control Systems
	Emergency Power Battery / Link Lighting / Exit Lights	Special Suppression System
	Emergency Power Generator	Sprinkler System
	Emergency Responder Radio Coverage System (BDA's)	Standpipe
	Fire Alarm	Water Monitor
	Fire Escape	Water Tank
	Fire Pump	Portable Fire Extinguishers
	Foam System	Backflow (Fire, Domestic, Irrigation, Residential)
	Gas Detection Systems	Elevator Conveyances
	Hood Suppression System	3-Year & 5-Year Inspections (e.g. Sprinkler, Standpipe, BDA)
	Leak Detection	



National AHJ Partners



Los Angeles Fire Department	Scottsdale Fire Rescue
Chicago Fire Department	Aurora Fire Rescue
Houston Fire Department	Albuquerque Fire & Rescue
Phoenix Fire Department	Seattle Fire Department
San Diego Fire Rescue	Boise Fire Department
San Jose Fire Department	Bozeman Fire Department
Austin Fire Department	Fort Lauderdale Fire & Rescue
Raleigh Fire Department	Atlanta Fire & Rescue
Greensboro Fire Department	Fort Worth Fire Department
Chicago Dept of Water Resources	Kansas City Fire Department
Minneapolis Public Works/Utilities	+ 1,300 AHJ's





Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 February 10, 2026

Agenda Item No.	Staff Contact		
10b	Jennifer Jason, Chief Finance Officer		
Agenda Item Title			
AB2561 Status of Public Agency Vacancies			
Recommended Actions			
Received the presentation on the status of vacancies for SVFD			
Executive Summary			
AB 2561 (GC § 3502.3) requires a public entity to present the status of their vacancies in a public hearing, annually, prior to approving an annual budget. Recognized labor organizations are invited to also make presentations during the hearing. Public entities must provide ample notice to their respective labor organizations regarding information on Assembly Bill 2561 requirements and changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.			
Alternative Actions			
None			
Strategic Plan Alignment			
Fiscal Summary – FY 25/26			
Expenditures			
Budgeted Amount	\$	Funding Source(s)	\$
Add. Appropriations Req'd.	\$	District General Fund	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
None			
Attachments			
1. AB2561 Staff Report			



Sonoma Valley Fire District

Proudly Serving the Communities of
Sonoma, Valley of the Moon, Glen Ellen, Kenwood, and Mayacamas

Date: February 10, 2026

Subject: AB 2561 Public Agency Vacancies- Public Hearing

BACKGROUND

September 22, 2024, Governor Newsom signed Assembly Bill 2561 (GC § 3502.3) into law. The new law, took effect on January 1, 2025 and was born out of legislative findings of widespread job vacancies in California public agencies and practices that included some public sector employers purposely leaving positions unfilled to allow the monies to be used for other purposes, offered salary and benefit packages that were not attractive to competitive candidates, and hiring process too slow or cumbersome to be able to make offers to candidates before other employers snatched them up. Additionally, the legislature surmised that many public employees have become overworked and demoralized because their workload used to be distributed among a larger number of employees and that public entities sometimes point to the existence of unfilled vacant positions as justification to hire temporary public employees or contract out bargaining unit work to private contractors.

In response to the above legislative findings, AB 2561 (GC § 3502.3) mandates that public agencies must present the status of their vacancies and recruitment and retention efforts in a public hearing at least once per fiscal year. The presentation must be made prior to approval of the annual budget and must identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process, during the hearing. Recognized labor organizations must be allowed to make a presentation at the vacancy hearing for positions within that bargaining unit. In years with vacancy rates exceeding 20% in a particular bargaining unit, the agency must upon request of the labor organization, include the following in the report

- 1) Total number of vacancies within the bargaining unit
- 2) Total number of applicants for vacant positions within the bargaining unit
- 3) Average number of days to complete the hiring process from when a position is posted
- 4) Opportunities to improve compensation and other working conditions.

In all cases, the public agency must provide advance notice of the agency's presentation of the information to all recognized labor organizations and an opportunity for the labor organizations to respond.

ANALYSIS

Sonoma Valley Fire District has 0 vacancies as of February 4, 2026. The current number of vacancies equal 0% of the district's 79 approved positions which is well below the 20% threshold set by the law. The district has one recognized bargaining unit, Sonoma Valley Professional Firefighters' Association IAFF Local 3593. Vacancies by IAFF are 0 which is a total of 0% of the total positions. IAFF has a vacancy percentage that does not exceed 20% therefore there have been no policy or procedural changes that impact the hiring or retention process. Please refer to the table below for more detail on vacancies within the organization:

Positions	Allotted	Vacancies
Fire Chief	1	0
Deputy Chief	3	0
Battalion Chief	5	0
Training Captain*	1	0
Captain*	15	0
Engineer*	15	0
Firefighter*	35	0
Vegetation Management Inspector*	1	0
Shop Supervisor*	1	0
Fire Mechanic	1	0
Chief Finance Officer	1	0
Human Resource Officer	1	0
Administrative Assistant	1	0

**IAFF Bargaining unit positions*

FINANCIAL IMPACT

Staff anticipates no direct fiscal impact to the district.

RECOMMENDATION

1. Receive and acknowledge the presentation of the status of vacancies for the Sonoma Valley Fire District for 2026 (FY26/27)
2. Receive any presentations by the IAFF Local 3593 and hear public comment if applicable

Prepared By:

Approved By:

Jennifer Jason
Chief Finance Officer

Steve Akre
Fire Chief



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 February 10, 2026

Agenda Item No.	Staff Contact
10c	Fire Chief Steve Akre/DC Bob Norrbom

Agenda Item Title
 Contract for Services with 4 Leaf Inc for Consulting Services

Recommended Actions
 Approve Contract or request changes

Executive Summary
 This contract will allow us to utilize Tennis Wick (Recently retired Director of Permit Sonoma.) to represent the Fire District during the permitting process with Permit Sonoma for both the Kenwood Fire Station remodel and the new Fire Station 2 project. This contract is based on time and material only and we are recommending that the board approve the contract with 4 Leaf in the amount not to exceed \$31,605. The contract has been reviewed by the District’s legal counsel.

Alternative Actions
 Not Approve the Contract

Strategic Plan Alignment
 Goal #3

Fiscal Summary – FY 25/26			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req’d.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)
 The contract will likely span both the FY 25-26 and the FY 26-27 budgets. The District has adequate funds in the capital improvement fund to cover the contract costs.

- Attachments**
1. Consultant Agreement
 2. Task Order

**CONSULTANT AGREEMENT
FOR
SONOMA VALLEY FIRE PROTECTION DISTRICT**

PROJECT/CONTRACT NO. _____

THIS CONSULTANT AGREEMENT ("AGREEMENT") is made by and between **4LEAF, INC.**, hereinafter called **CONSULTANT**, and **Sonoma Valley Fire Protection District** hereinafter called **CLIENT**.

1. Consultant agrees to furnish all the personnel, equipment, supplies, and materials and to perform all the services necessary to complete the work described below in **Attachment A, SOW**, incorporated herein and made a part of this AGREEMENT.

3. This AGREEMENT shall be effective on the date of execution. No work shall begin until Consultant is issued a Notice to Proceed and an authorization for each assigned task.

4. For the complete, successful, and faithful performance of the work and all the Terms and Conditions of this AGREEMENT, CLIENT agrees to pay Consultant in accordance with this AGREEMENT and **Attachment A, Cost Proposal**, incorporated herein and made a part of this AGREEMENT.

5. The **Terms and Conditions** set forth on page two (2) of this AGREEMENT are incorporated herein and made a part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this AGREEMENT upon the provisions above stated and upon the Terms and Conditions contained herein.

CLIENT:

By: _____

Printed Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

CONSULTANT:

By: 4LEAF, Inc. _____

Printed Name: Kevin J. Duggan _____

Title: President _____

Address: 2126 Rheem Drive
Pleasanton, CA 94588 (925) 462-5959 _____

Signature: _____

Date: _____

The policy of the Consultant is to recruit and provide employment opportunity to all persons without regard to race, color, religion, sex, or national origin, and to maintain an active equal employment opportunity. Handicapped persons will be considered for positions within their capability. The Consultant will ensure that employees are treated equally without regard to their race, color, religion, sex, or national origin, and that equal opportunity and consideration will be afforded to all employees with respect to advancement, promotion, training, pay or compensation, transfer, and layoff or termination.

TERMS AND CONDITIONS

1. Consultant shall invoice Client monthly for services performed under this Agreement. Client shall pay such invoices within thirty (30) days after it receives payment from Consultant for services rendered. If payment is not received within that time period, all past due invoices shall be subject to a 1.5% monthly late charge.
2. Consultant shall perform services in a manner consistent with the standard of care and skill ordinarily exercised by members of its profession practicing under similar conditions in the geographic vicinity and at the time the services are performed; and comply with requirements of all applicable federal, state and local laws and regulations. Consultant warrants that it is duly licensed and/or certified to perform services under this Agreement. Consultant shall maintain an adequate quality assurance program to ensure compliance with this clause.
3. All designs, drawings, specifications, notes, data, materials, reports and other work developed or provided under this Agreement are the property of the Client and are for the exclusive use of the Client for the Project. Consultant will not, without Client's written authorization, reuse or distribute or convey Consultant's work, information or reports to other persons or organizations, other than other subconsultants who are required to have such work, information or reports in order to fulfill their respective obligations to Consultant and/or Client for the Project. Any reuse of such materials by Client on any other project shall be without liability to 4LEAF.
4. Client shall provide Consultant necessary access to allow Consultant's personnel and equipment access to the Project site.
5. Client nor any other person is authorized to change or modify Consultant's work product without Consultant's written authorization.
6. Client agrees to indemnify, defend, and hold harmless the CONSULTANT, and its respective officers, agents, directors, partners, members, employees, affiliates, partners and subsidiaries ("Indemnities") from all claims, demands, causes of action, damage or liabilities of every kind and nature, including but not limited to injury, loss, property damage, cost or expense, including, but not limited to reasonable attorneys' fees ("CLAIMS"), but do not apply to Claims arising from the sole negligence or willful misconduct of CONSULTANT and/or its Indemnities. The duties and obligations hereunder shall survive this AGREEMENT.
7. All disputes between Subconsultant and Consultant shall be submitted to mediation. Either party shall demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed and requiring that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not take place within ninety (90) days after service of notice, unless the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit were not filed prior to sixty (60) days after service of notice.
8. Consultant shall obtain at its own expense Workers Compensation Insurance, Employers Liability Insurance, General Liability Insurance, Professional Liability Insurance (Errors and Omissions) and Automobile Liability Insurance for bodily injury and property damage. Subconsultant will furnish evidence of coverage with a certificate of insurance prior to commencement of the work. Subconsultant shall cause to have Client named as an additional insured on Consultant's applicable insurance policies. Consultant and Client waive all rights against each other for loss or damage to the extent reimbursed by any insurance applicable to the work or services, except such rights as they may have to the proceeds of such insurance. Consultant's limits of insurance liability shall be as follows:

◇ Workers Compensation: Statutory limits	◇ Professional Liability \$2,000,000/\$2,000,000
◇ Employers Liability: Statutory limits	◇ Automobile Liability \$1,000,000
◇ General Liability \$1,000,000/\$2,000,000	◇ Excess/Umbrella Coverage \$5,000,000
9. **Consultant's, its officers, directors, employees, agents and independent contractors liability pursuant to this Agreement and/or for the services provided to Client and/or the Project is limited to Consultant's applicable insurance policies and their respective limits, listed above. No legal action, claim or proceeding shall be maintained against Consultant unless such is filed or brought within two (2) years from the date of Substantial Completion or final payment, whichever occurs first.**
10. Consultant is an Independent Contractor.
11. Consultant shall not work overtime without the preapproval of Client.
12. Consultant shall be responsible for jobsite safety of its own employees and of its subconsultants, if applicable.
13. This Agreement may be terminated by either party upon ten (10) days written notice sent first class mail, return receipt requested. In the event of a termination, unless due to the default of Consultant, Client shall pay for all reasonable charges for work performed and demobilization by Consultant through the tenth (10th) day after mailing the notice of termination.
14. If a legal proceeding is initiated by either Party, the venue shall be either the Superior Court of California, County of Alameda or, if applicable, the United States District Court, Northern District of California. California law shall apply.
15. Neither Consultant nor Client shall assign its interest in this Agreement without the written consent of the other.
16. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. The relationship between the parties is limited to the performance of services as set forth herein and does not constitute a joint venture, partnership or employee-employer relationship. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. The terms of this Agreement shall prevail over any different or additional terms contained in other communications or in the standard commercial terms generally offered by Subconsultant. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

CLIENT'S INITIALS _____

CONSULTANT'S INITIALS _____

ATTACHMENT A
TO CONSULTANT AGREEMENT
SCOPE OF WORK & COST PROPOSAL

CONTRACT NO. _____

SCOPE:

PAYMENT: The services described above shall be performed on a time and materials/expenses basis per the attached Cost Proposal (Attachment B).

CLIENT'S INITIALS _____

CONSULTANT'S INITIALS _____

**ATTACHMENT B
TO CONSULTANT AGREEMENT**

FEE SCHEDULE

CONTRACT NO. _____

Fee schedule may be found on the following pages.

CLIENT'S INITIALS _____

CONSULTANT'S INITIALS _____



DATE: 03 February 2026
4LEAF JOB NO.: TBD
4LEAF PM: Tennis Wick, AICP
PROJECT(S): Planning Services – Kenwood Fire Station Renovation
TASK ORDER # 1

SONOMA VALLEY FIRE PROTECTION DISTRICT - PLANNING SERVICES	PERSONNEL	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
Planning Leader/Project Manager	Tennis Wick, AICP	80	\$250	\$20,000
Senior Planner	Stacy Kinsella, AICP	30	\$170	\$5,100
Assistant Planner	Eli Arreola, AICP cdt.	40	\$125	\$5,000
<i>Preliminary Sub-Total of Services provided by 4LEAF</i>				<i>\$30,100</i>
<i>Preliminary Estimated Fees</i>				<i>\$30,100</i>
<i>Contingency %</i>				<i>\$1,505</i>
<i>Total Preliminary Estimated Fees</i>				<i>\$31,605</i>

This task order provides planning consulting services for the Sonoma Valley Fire Protection District. 4LEAF will utilize qualified personnel for all work. This is a straight time estimate. 4LEAF will bill on a time and materials basis. Rates are in conformance with this scope of services. This includes a contingency amount of \$1,505 in case scope requires service than estimated. Should the District request services beyond the estimate, 4LEAF will bill the services on a time & materials basis after approval and written request from the District. Staff are subject to change upon approval of the Chief. Any overtime must be approved by the District in writing and can be sent by e mail.