

Memorandum of Understanding
Between the Newcastle Fire Protection District
and the County of Placer
Over Hazardous Vegetation Enforcement

This Memorandum of Understanding (the "MOU") is made and entered into this ___ day of _____, 2020, by and between the Newcastle Fire Protection District (the "District") and the County of Placer, a political subdivision of the State of California (the "County"). The County and the District are collectively referred to herein as the "Parties," and individually as a "Party." This MOU is made by the Parties with reference to the following Recitals:

- A. On April 21, 2020, the County adopted an ordinance known as the Hazardous Vegetation and Combustible Material Abatement Ordinance, codified as Placer County Code, Chapter 9, Article 9.32, Part 4 (the "Ordinance"), attached hereto as Exhibit A and incorporated herein by reference. The Ordinance requires property owners and occupants throughout the unincorporated County to maintain their property free of hazardous vegetation and combustible material.
- B. The Ordinance authorizes the chiefs of all fire protection districts within unincorporated Placer County to enforce the standards set forth therein (PCC § 9.32.150). Pursuant to the Ordinance, the Placer County Board of Supervisors has further designated the chiefs, captains, or other Fire Code officials, regardless of formal title, of all public agencies charged with fire prevention and suppression within unincorporated Placer County, and their designees, as "enforcement officials" (PCC § 9.32.150).
- C. The County and the District, based on the adoption of Section 9.32.150 of the Placer County Code, now seek to finalize and memorialize their agreement over their respective roles in the enforcement of the Ordinance.

NOW, THEREFORE, in consideration of the promises and commitments contained in this Memorandum of Understanding, the Parties agree as follows:

- 1) **MOU Duration.** This MOU shall remain in effect (1) for so long as the Ordinance remains in effect, unless an amendment thereof precludes subsequent enforcement of the Ordinance by the District, or (2) until terminated by a Party in accordance with Section 8 below.

2) **Enforcement Jurisdiction.** The District shall conduct its enforcement duties pursuant to the Ordinance and this MOU within the full extent of its territorial jurisdiction located within unincorporated Placer County.

3) **Roles of the Parties.**

a) The District will receive the initial complaint regarding an alleged Ordinance violation (where enforcement is triggered by a complaint). If the County receives the initial complaint, the County will forward it to the District for subsequent action. The District shall conduct an inspection of the property that is the subject of the complaint (the "Property"). If the District determines that the complaint is founded, the District will issue a notice of violation and order to abate ("Notice/Order") in accordance with Placer County Code Section 9.32.190(A). The District shall reinspect the Property at least thirty days later to determine if the violations have been abated.

b) If the violations have not been abated, or if the Property owner/occupant files a request for hearing pursuant to Placer County Code Section 9.32.190(C), the District shall inform County thereof and provide copies of any and all case records, including but not limited to complaints, inspection reports/notes, photographs, notices and orders, warrants, etc. County will thereafter arrange for either an appeals hearing before a County hearing officer and/or abatement of the violations, as appropriate.

4) **Duty to Cooperate with County.** District understands that it is conducting enforcement activities authorized by a County Ordinance and that County is ultimately responsible to oversee any appeals hearing and/or abatement. Therefore, District shall cooperate with County in its enforcement efforts. Such cooperation includes but is not limited to: (1) consistent use of any template documents authorized by County (e.g., notice of violation and order to abate); (2) making District personnel available to testify at appeals hearings, administrative citation hearings, lien hearings, and/or to obtain inspection/abatement warrants; (3) providing copies of case records to County; (4) preparing and executing necessary documents, such as warrant affidavits, upon request by County, and (5) use of the CalFire data collection application, referred to as ArcGIS Collector through National Interagency Fire Center (or comparable successor application), to record parcel-specific complaint and enforcement action (thereby reducing redundant activity by District, County, and State agency personnel). Failure to timely cooperate with County may result in discontinuation of enforcement proceedings and/or may preclude the County from pursuing cost recovery.

5) **Compliance with Law.** District is responsible to comply with all federal, state, and local laws in enforcing the Ordinance. If an inspection warrant is necessary for District to determine whether an Ordinance violation exists on private property, District must obtain said warrant prior to entering upon the property. District will document and retain records of any and all noticing required by the Ordinance, including but not limited to copies of executed Notices/Orders, photographs of posted Notices/Orders, and dates

of depositing Notices/Orders in the mail. District shall ensure that any personnel designated to enforce the Ordinance understand how to properly enforce the Ordinance (e.g., by training).

6) **Cost Recovery.**

a) County is authorized under the Ordinance to seek recovery of costs incurred by the District in enforcing the Ordinance. District understands that County will decide at its sole discretion based on the specific facts of a case whether to pursue cost recovery. If a property owner/occupant abates any violations prior to reinspection after issuance of a Notice/Order or if an owner/occupant is successful on appeal (i.e., hearing officer determines there was no violation of the Ordinance), County may elect not to pursue cost recovery efforts. If County is required to have violations abated due to the owner/occupant's failure to perform abatement as directed, County is more likely to pursue cost recovery—first through issuance of a demand for payment, and then, if payment is not received, through a request that the Board of Supervisors impose a special assessment/lien against the subject property to recover abatement costs.

b) District understands that County may recover only a portion of costs due under certain circumstances; in those cases, County reserves the right to allocate such funds first to the reimbursement of County's abatement costs, and to allocate any remaining funds toward payment of costs incurred by District. County shall never be liable to pay/reimburse District for District's enforcement costs, except out of funds recovered from the property owner/occupant, and only after all County costs have been paid.

c) If District wishes to have County seek recovery of District's costs, District must maintain detailed records showing the name, title, and hourly rate of any personnel involved in a particular enforcement case, along with a description of activities performed broken down into fifteen-minute (or lesser) increments of time. If District does not adequately document its costs, County will not seek recovery of those costs.

7) **Notice.** All notices required by this MOU shall be deemed to have been given when made in writing and hand delivered or mailed, certified, return receipt requested, or sent by email (upon written confirmation of receipt) to the respective Parties and their representatives at their respective addresses as set forth below or such other addresses as they may provide, in writing as set forth above, to the other Party from time to time:

To the County:
County of Placer
Community Development Resource Agency
3091 County Center Dr., Auburn, CA 95603

Attention: Deputy Director of Building Services/Code Compliance

To the District:
Fire Chief
PO Box 262
Newcastle, CA 95658

8) **Termination.** In the event that the County and/or the District elect to terminate this MOU, they can do so only after providing written notice to the other sixty (60) days in advance.

9) **Indemnification and Insurance.** Indemnification and Insurance Requirements are attached hereto as Exhibit B, attached hereto and incorporated herein by reference.

10) **General Provisions.** Additional provisions are attached hereto as Exhibit C and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first set forth above.

County of Placer

By: _____

Print Name: _____

Its: _____

Newcastle Fire Protection District

By: _____

Print Name: William Kahrl

Its: Board Chair

Approved as to Form

County Counsel

Approved as to Form

Newcastle Fire Protection District (if applicable)

- Exhibit A: Placer County Ordinance No. 6015-B
- Exhibit B: Indemnification and Insurance Requirements
- Exhibit C: General Provisions

EXHIBIT A

Before the Board of Supervisors County of Placer, State of California

In the matter of: Repeal and Replacement of Placer
County Code Chapter 9, Article 9.32, Part 4 Related to
Hazardous Vegetation and Combustible Material
Abatement

Ordinance No.: 6015-B

Introduced: April 07, 2020

The following Ordinance was duly passed by the Board of Supervisors of the County of Placer
at a regular meeting held April 21, 2020, by the following vote:

Ayes: WEYGANDT, HOLMES, UHLER, GUSTAFSON, GORE

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.


Chair, Board of Supervisors

Attest:


Clerk of said Board

THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER ORDAINS AS FOLLOWS:

Section 1. Placer County Code Chapter 9, Article 9.32, Part 4 is hereby repealed in its entirety
and replaced as follows:

Part 4. Hazardous Vegetation and Combustible Material Abatement

9.32.120 Title.

This part shall be known as, and may be cited or referred to as, the "Hazardous Vegetation
and Combustible Material Abatement Ordinance."

9.32.130 Purpose.

The purpose of this part is to provide for the removal of hazardous vegetation and combustible material from parcels in the unincorporated areas of the county so as to reduce the potential for fire and to promote the public health, safety and welfare of the community.

The board of supervisors makes the following findings:

A. It is the intent of the board of supervisors that this part shall apply to the abatement of hazardous vegetation and combustible material on unimproved and improved parcels in the unincorporated area;

B. Placer County generally has a climate conducive to wildfires and is prone to periodic dry summers and wind events. Many of the county's native and non-native plant species can be highly flammable during normal dry periods and have contributed to significant wildfires within the county. Increasingly dry summers and severe wind events further exacerbate the fire danger and have the potential to result in catastrophic fire losses to life, property and the environment;

C. Placer County has a diverse and complex landscape, including mountainous areas and forest-covered, oak tree-covered, brush-covered, and grass-covered lands that are home to many rare and sensitive plant and animal species;

D. Of paramount importance to the board of supervisors and the citizens of Placer County is the protection of lives and property from the threat of fire and the safety of fire and law enforcement personnel during wildfires;

E. It is the purpose of this part to establish a hazardous vegetation and combustible material abatement program that protects the lives and property of the citizens of Placer County while at the same time protecting rare and sensitive plant and animal species and the environment; and

F. The board of supervisors finds that hazardous vegetation and combustible material pose a danger to the health, safety and welfare of Placer County residents for the reasons set forth above. Therefore, all hazardous vegetation or combustible material located on real property within the unincorporated area of the county of Placer is deemed a public nuisance and poses a hazard to the safety of residents and the public generally.

9.32.140 Authority.

The board of supervisors enacts this ordinance pursuant to California Health and Safety Code Sections 14930 and 14931 concerning the abatement of hazardous vegetation and combustible material; and California Government Code Sections 25845 and 25845.5 regarding the abatement of nuisances and establishment of real property liens.

9.32.150 Definitions.

The following definitions apply to this part:

"Abate" and/or "abatement" means an act used to remove, destroy, eliminate, seize, impound, or any action taken to mitigate a public nuisance.

"Abatement costs" means any and all costs incurred by the county of Placer to abate the hazardous vegetation or combustible material on any property pursuant to this part, including physical abatement costs, administrative and staff time costs, contractor costs, and any additional actual costs incurred for the abatement proceeding, including hearing officer costs. Abatement costs shall be deemed incurred by the county even if the county's obligation to pay such costs is contingent upon the county's receipt of funds from the owner of the parcel subject to abatement. Contractor costs shall include the costs of public agencies performing any work, task, or action authorized by this part pursuant to an agreement with the county.

"Combustible material" means rubbish, litter or material of any kind other than hazardous vegetation that is flammable and endangers the public safety by creating a fire hazard.

"County fire warden" means the fire warden of the county of Placer or designee.

"Enforcement official" means the county fire warden, the chiefs of all fire protection districts within unincorporated Placer County, the Placer County community development/resource agency (CDRA) director, the Placer County chief building official, such other officers as are designated by the board of supervisors, or any of their respective designees.

"Hazardous vegetation" means vegetation that is flammable and endangers the public safety by creating a fire hazard, including but not limited to seasonal and recurrent weeds, stubble, brush, dry leaves, etc.

"Improved parcel" means a portion of land identified by an assessor's parcel number upon which a structure is located.

"Person" means natural person or other legal entity.

"Structure" means any dwelling, house, building or other type of flammable construction attached to or near any other structure.

"Unimproved parcel" means a portion of land identified by an assessor's parcel number upon which no structure is located.

9.32.160 Duty to abate hazardous vegetation and combustible material.

It shall be the duty of every owner, occupant, and person in control of any improved or unimproved parcel of land or interest therein, which is located in the unincorporated territory of the county of Placer, to abate therefrom, and from all private roadways, all combustible material and hazardous vegetation constituting a fire hazard that may endanger or damage neighboring property.

The requirements of this section will generally be satisfied if the following minimum requirements are met:

- A. For improved parcels:
 1. Maintain one hundred foot (100') defensible space around all buildings/structures.
 - a. Annual grasses and weeds need to be maintained at four inches or less.
 - b. Tree branches need to be limbed up six feet from the ground.
 - c. Shrubs need to be maintained.
 - d. Non-ornamental climbing vines must be removed from trees and structures.
 2. Maintain a ten foot (10') minimum clearance next to the roadside; more may be required.
 3. Remove all portions of trees within ten feet (10') of chimney and/or stovepipe outlets.
 4. Maintain trees adjacent to or overhanging a structure free of dead/dying wood.
 5. Maintain the roof of any structure free of leaves, needles, or other dead/dying wood.
 6. Install a spark arrester on all chimneys attached to any appliance or fireplace that burns solid fuel.
 7. Provide minimum four inch high street address numbers that are clearly visible from the roadside.
 - a. The address numbers shall be posted on the house.
 - b. If the house sits back from the street, post the address at the beginning of the driveway and on the house.
 - c. Address numbers shall be either a minimum four inches high, reflectorized, and contrast with their background or a minimum five inches high and contrast with their background.
 8. Remove any hazardous vegetation constituting an extreme fire hazard, as determined by the enforcement official.

B. For unimproved parcels:

1. Any portion of an unimproved parcel within one hundred feet (100') of structures on neighboring parcels shall comply with Section 9.32.160(A)(1) above;

2. Flammable vegetation and other combustible growth within ten feet (10') of roadway frontage shall be removed;

3. All trees within ten feet (10') of roadway frontage must be pruned to at least six feet above grade; and

4. Any hazardous vegetation constituting an extreme fire hazard, as determined by the enforcement official, shall be removed.

C. The enforcement official may require more clearance distance than specified herein for the protection of public health, safety or welfare or the environment.

D. The determination for appropriate clearance distances will be made based upon a visual inspection of the parcel and shall consider all factors that place the property or structure(s) at risk from an approaching fire. These factors shall include local weather conditions, fuel type(s), topography, and the environment where the property or structure(s) is located.

E. Ornamental landscaping, including green perennial lawns, plants, shrubs, and bushes, are exempt from this part unless, in the judgment of the enforcement official, they create a means of rapidly transmitting fire from native growth to any structure.

9.32.170 Enforcement, inspection and authority to enter property.

A. For the purpose of enforcing or administering this part, the enforcement official may enter any real property for the purpose of inspecting the property or for summary abatement proceedings whenever the enforcement official is informed or has reasonable cause to believe that hazardous vegetation or combustible material exists, constituting a condition dangerous or injurious to the health or welfare of the public, is a public nuisance or is otherwise in violation of this part.

B. No person shall interfere with the entry of the enforcement official in the official course and scope of his duty.

9.32.180 Summary abatement proceedings.

In addition to the authority granted by law to the enforcement official in exigent situations, and pursuant to California Health and Safety Code Section 14930 and California Government Code Section 25845, the enforcement official is authorized to enter real property and summarily abate any public nuisance determined by the enforcement official to constitute an immediate threat to public health or safety without prior notice or hearing.

9.32.190 Abatement proceedings.

A. Notice of Violation and Order to Abate. If the enforcement official determines that any real property is being maintained or permitted to exist in a manner prohibited by this part, the enforcement official shall issue a written notice to the property owner and any known person in possession of the property, of the violation and order the hazardous vegetation or combustible material to be immediately abated. The notice of violation and order to abate ("notice/order") shall specify the corrective actions required to be taken and order the property owner and any known person in possession to abate the hazardous vegetation or combustible material within thirty (30) calendar days and state that the failure to bring the real property into compliance with this part could subject the owner or persons in possession to civil, administrative and criminal penalties. Furthermore, the notice/order shall inform the property owner and any known person in possession of the opportunity to appear before and be heard by a hearing officer prior to abatement by the county. The failure of the notice/order to set forth all required contents shall not affect the validity of the abatement proceedings.

B. Manner of Giving Notice. The enforcement official shall cause a copy of the notice/order to be mailed or otherwise delivered to all persons known to be in possession of the property and to the property owner as such person's name and address appear on the last county equalized assessment roll. If the address is unknown, that fact shall be so stated and the notice shall be posted at the property. Service by mail shall be deemed complete at the time of deposit in the U.S. mail. The failure of any person in possession or owner of the property to receive such notice shall not affect the validity of these proceedings.

C. Appeals Hearing.

1. Request for Hearing. Any person who is adversely affected by the notice/order may appeal the determination to a hearing officer appointed by the county pursuant to California Government Code Section 27720.

a. The request for a hearing must be made in writing and submitted to the enforcement official within fifteen (15) calendar days of the postmark on the notice/order or the date of posting. Timely appeal shall stay any further action for abatement until the date set for hearing. Failure to timely appeal the notice/order shall constitute a failure to exhaust administrative remedies.

b. If no request for a hearing is timely made, the board of supervisors herein declares that abatement of the hazardous vegetation or combustible material shall have been deemed ordered by the board of supervisors as of the date of the postmark of the notice/order or the date of posting.

2. Hearing. Upon timely written request by the recipient of the notice/order, a hearing shall be scheduled with the hearing officer with notice thereof mailed or otherwise delivered to the requesting person at least fifteen (15) calendar days before the scheduled hearing. The failure of any owner or occupant to receive such notice shall not affect the validity of the proceedings.

a. At the time fixed in the notice of hearing, the hearing officer shall receive evidence from the enforcement official and the owner or person in possession of the real property in violation, or their representatives and any other concerned persons who may desire to present oral or documentary evidence regarding the conditions of the real property or other relevant matter, if such persons are present at the hearing. In conducting the hearing, the hearing officer shall not be limited by the technical rules of evidence. Failure of the owner or person in possession to appear shall not affect the validity of the proceedings or order issued thereon.

b. Upon conclusion of the hearing, the hearing officer shall make his/her decision and in the event he/she so concludes, may declare the conditions on the real property to be in violation of this part and to constitute a public nuisance. The hearing officer may direct the owner or person in possession to abate the hazardous vegetation or combustible material within ten (10) calendar days after mailing and posting of the hearing officer's decision. The order shall include notice that if the hazardous vegetation or combustible material is not abated as directed within ten (10) calendar days, the enforcement official may abate the hazardous vegetation or combustible material and the abatement costs shall be a lien and a special assessment against the real property. The hearing officer's decision and order shall be final and conclusive.

D. Abatement of Hazardous Vegetation or Combustible Material by Enforcement Official. If, at the end of the time allowed for compliance in the original notice/order issued pursuant to Section 9.32.190(A), or as set forth in an order issued by the hearing officer after a timely request for hearing pursuant to Section 9.32.190(C), compliance has not been accomplished as directed, the enforcement official may remove the hazardous vegetation or other combustible material, or may cause the removal to be carried out by a private contractor selected in accordance with applicable statutes and county procurement policies.

9.32.200 Abatement cost recovery.

A. Account of Costs and Receipts. The enforcement official will keep an itemized account of the costs of enforcing the provisions of this part.

B. Demand and Notice of Proposed Special Assessment. Upon completion of abatement, the enforcement official shall prepare a notice to be served as provided in Placer County Code Section 17.62.080(A), specifying:

1. The work done;
2. An itemized account of the costs and receipts of performing the work, including both the costs of physically abating the nuisance and the county's administrative costs related to enforcement of this part;
3. A street address, assessor's parcel number, legal description, or other description sufficient to identify the premises;
4. A demand for payment of all abatement costs within thirty (30) days after service of the notice;
5. A statement that failure to pay all abatement costs within said thirty (30) day period may result in the levy of a special assessment in that amount against the subject property;
6. The time and place where the enforcement official will submit the account to the board of supervisors for confirmation. The time and place specified shall be not less than thirty (30) days after service of the notice;
7. A statement that the board of supervisors will hear and consider objections and protests to said account and proposed special assessment.

C. Hearing on Account and Proposed Special Assessment. At the time and place fixed in the notice, the board of supervisors will hear and consider the account and proposed special assessment, together with objections and protests thereto. At the conclusion of the hearing, the board may make such modifications and revisions of the account and proposed special assessment as it deems just, and may order the account and proposed special assessment confirmed or denied, in whole or in part, or as modified and revised. The determination of the board as to all matters contained therein is final and conclusive.

D. Notice of Lien. Upon confirmation of a special assessment by the board, the enforcement official shall notify the property owner by certified mail, return receipt requested, of the amount of the lien confirmed by the board and shall have recorded in the office of the county recorder of Placer County a notice of lien. The notice of lien shall contain:

1. A street address, assessor's parcel number, legal description, and/or other description sufficient to identify the premises;
2. A description of the proceeding under which the special assessment was made, including the order or resolution of the board confirming the special assessment;
3. The amount of the special assessment;
4. A claim of lien upon the described premises.

E. Lien. Upon the recordation of a notice of lien, the amount claimed shall constitute a lien upon the described premises, pursuant to California Government Code Section 25845. Such lien shall be at a parity with the liens of state and county taxes.

F. Collection with Ordinary Taxes. After recordation, the notice of lien shall be delivered to the county auditor, who will enter the amount of the lien on the assessment roll as a special assessment. Thereafter the amount set forth shall be collected at the same time and in the same manner as ordinary county taxes, and shall be subject to the same penalties and the same procedures and sale in case of delinquency as are provided for ordinary county taxes; all laws applicable to the levy, collection and enforcement of county taxes are hereby made applicable to such special assessment.

9.32.210 Other remedies.

The provisions of this part are to be construed as an added remedy of abatement and not in derogation of any other administrative, civil or criminal actions or proceedings or remedies otherwise provided by law.

A. Alternative Administrative Proceedings. In addition to or in lieu of the abatement proceedings provided for in this part, the enforcement official may enforce the duty to abate hazardous vegetation and combustible material in Section 9.32.160 above through the administrative citation and hearing process set forth in Placer County Code Section 17.62.180.

B. Civil Actions.

1. Injunctive Relief and Abatement. Whenever, in the judgment of the enforcement official, any person is engaged in or about to engage in any act or practice which constitutes or will constitute a violation of any provision of this part or notice or order issued pursuant hereto, the enforcement official may request the county counsel or district attorney to commence proceedings for the abatement, removal, correction and enjoinder thereof, and requiring the violator to pay civil penalties and/or abatement costs or in addition, be subject to criminal prosecution.

2. Civil Remedies and Penalties. Any owner or person in possession of real property who willfully violates the provisions of this part or any notice or order issued pursuant hereto shall be liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) for each day or portion thereof that the violation continues to exist. In determining the amount of the civil penalty to impose, the court shall consider all relevant circumstances, including, but not limited to, the extent of the harm caused by the conduct constituting a violation, the nature and persistence of such conduct, the length of time over which the conduct occurred, the assets, liabilities, and net worth of the violator, whether corporate or individual, and any corrective action taken by the violator.

C. Criminal Actions.

1. It shall be unlawful for any person to violate any provision of this part. Any person violating any provision of this part shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this part is committed, continued or permitted.

2. Any person so convicted shall be guilty of an infraction offense and punished by a fine not exceeding one hundred dollars (\$100.00) for a first violation; guilty of an infraction offense and punished by a fine not exceeding two hundred dollars (\$200.00) for a second violation on the same site and perpetrated by the same person. The third and any additional violations on the same site and perpetrated by the same person shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars (\$1,000.00) or six months in jail, or both. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation. Notwithstanding the above, a first or second offense may be charged as a misdemeanor.

D. Treble Damages. Upon a second or subsequent civil or criminal judgment for a violation of this part within a two-year period the violator shall be liable to the county of Placer for treble the abatement costs, in accordance with Government Code Section 25845.5.

E. Notice of Noncompliance. Whenever a notice/order has been issued, the enforcement official may record a notice of noncompliance with the office of the county recorder of Placer County and shall notify the owner of the property of such action. The notice of noncompliance shall describe the property, shall set forth the noncomplying conditions, and shall state that any abatement costs incurred by the county as a result of the violation of this part may be specially assessed as a lien on the property and that the owner has been so notified.

9.32.220 Authority to promulgate reasonable rules and regulations.

The board of supervisors may adopt, by resolution, reasonable rules and regulations to enforce, interpret, and carry out the provisions of this part. Such rules may vary among different

areas within the county. A copy of any such rules and regulations shall be kept on file with the clerk of the board.

9.32.230 No duty to enforce.

Nothing in this part shall be construed as imposing on any enforcement official, the county of Placer, any special district or other public agency any duty to issue a notice of violation or order to abate, nor to abate any violations of this part, and neither the enforcement official, nor the county, nor any special district or other public agency shall be held liable for failure to take such actions.

9.32.240 Severability.

This part and the various sections and clauses thereof are hereby declared to be severable. If any sentence, paragraph, section or clause is adjudged unconstitutional or invalid, the remainder of this part shall not be affected thereby. The board of supervisors hereby declares that it would have passed this part and each section thereof, regardless of the fact that one or more sections thereof be declared unconstitutional or invalid.

Section 2. This ordinance shall take effect and be in full force thirty (30) days after the date of its passage. The Clerk is directed to publish this ordinance, or a summary thereof, within fifteen (15) days in accordance with Government Code Section 25124.

EXHIBIT B
INDEMNIFICATION AND INSURANCE REQUIREMENTS

1) HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The DISTRICT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU. DISTRICT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the DISTRICT. DISTRICT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against DISTRICT or the COUNTY or to enlarge in any way the DISTRICT's liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from DISTRICT's performance pursuant to this MOU.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2) INSURANCE:

It is agreed that DISTRICT and COUNTY shall each maintain at all times during the performance of this MOU insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of their operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

EXHIBIT C GENERAL PROVISIONS

1. ENTIRE AGREEMENT.

This MOU and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the Parties hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this MOU.

2. EXHIBITS.

Any and all exhibits referred to in and/or attached to this MOU are hereby incorporated into this MOU as if set forth in full herein.

3. AMENDMENTS.

No revision or amendment to this MOU shall be valid unless made in writing and signed by duly authorized representatives of all Parties.

4. FURTHER ASSURANCES.

From time to time, either Party, at the request of the other Party, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting Party may reasonably require to complete more effectively the transactions contemplated by this MOU.

5. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this MOU.

6. SUCCESSORS IN INTEREST.

The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the Parties hereto.

7. NO THIRD PARTY BENEFICIARY.

This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This MOU is not intended to, and shall not be construed to, create any right on the part of any third party to bring any action or otherwise enforce any of its terms.

8. STATUS OF EMPLOYEES.

All persons performing services for District shall be solely employees or contractors of District and not employees of County, except those persons expressly and directly employed by County. Furthermore, District is not an agent of County.

9. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the Parties that the provisions of this MOU have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to review the provisions of this MOU and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOU.

10. CAPTIONS.

The captions in this MOU are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this MOU. All references to section numbers refer to sections in this MOU.

11. COUNTERPARTS.

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

12. SEVERABILITY.

The invalidity of any term or provision of this MOU as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

13. WAIVER.

The failure of any Party to insist upon strict performance of any of the terms, covenants, or conditions of this MOU shall not be deemed a waiver of any right or remedy that said Party may have, and shall not be deemed a waiver of said Party's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

14. FORCE MAJEURE.

If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

15. LEGAL JURISDICTION.

The Parties hereto expressly agree that this MOU shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The Parties hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

16. AUTHORITY OF DIRECTOR.

The Director of the Placer County Community Development/Resource Agency, or designee, shall administer this MOU on behalf of County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County hereunder.

17. AUTHORITY OF EXECUTION.

Each person executing this MOU on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind.