



### Accessibility Compliance Agreement

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Permit and Resource Management Department (the "Department" ) and \_\_\_\_\_ ("Owner"), the property owner of the privately funded public accommodation(s) located at:

\_\_\_\_\_ California,

Assessor's Parcel No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ ("the Property").

1. The Department is charged with the responsibility of enforcing the California Disabled Access Regulations ("Regulations") contained in Title 24 of the California Code of Regulations and most recent California Building Code adopted by the State Building Standards Commission, for privately funded public accommodations pursuant to California Health & Safety Code 19958.
2. The Department has conducted inspections of the Property for compliance with Regulations and has found the Property to not be in full compliance. A Notice & Order has been issued for violations of California Disabled Access Regulations which orders abatement of the non-compliant feature(s) within ninety (90) days. A copy of this Notice which documents the violation(s) is attached and incorporated herein by this reference.
3. The Department hereby agrees to delay the commencement of litigation to compel Owner to bring the Property into full compliance with Regulations within ninety (90) days of the Notice & Order pursuant to California Health & Safety Code 19955 and California Government Code 4452, based on Owner execution of this Agreement which provides for incremental compliance with Regulations for the Property.
4. Owner hereby agrees to install, alter, retrofit, construct, improve, rearrange and take all other actions as specified in this Agreement to cause the Property to be in full compliance with the California Disabled Access Regulations, applicable to Property as cited in the Notice & Order.
5. Owner acknowledges, admits and stipulates that the Department has found the Property to be in violation of the Regulations and that the Property is in violation of the Regulations as stated in the attached Notice & Order.
6. Owner hereby agrees to complete the disabled access improvements to the Property to fully comply with the Regulations as specified in the Notice & Order in the prescribed time period as follows:



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- a. Within \_\_\_\_\_ (\_\_\_\_) days (not to exceed ninety (90) days) of the date of signing this agreement, Owner shall submit a complete permit application together with all necessary drawings and plans, and all required fees, for issuance of a repair permit to correct the items noted in the Notice & Order.
  - b. Owner shall respond within fifteen (15) days to any request for additional information or documentation required from the Department. Allowances may be granted for additional time to accommodate the schedule of a California licensed engineer or architect.
  - c. Owner shall pay all the required repair permit fees and obtain the repair permit within fifteen (15) days of the Department's plan approval.
  - d. Within \_\_\_\_\_ days of issuance of any permit, Owner shall complete all work required and shall obtain final inspection from the Department.
7. Owner hereby agrees to designate an agent to supervise such improvements and be available for meeting with Department inspectors.
  8. Owner hereby agrees that no extensions of time from the time periods set forth in Paragraph 6 will be granted by the Department except that Owner can apply to the Building Official of Sonoma County for one (1) extension of time not to exceed ninety (90) days based on acts outside the control of Owner.
  9. If the improvements listed in Paragraph 6 are delayed by inaction by Owner for more than thirty (30) days from the prescribed completion date, Department, at its option may initiate litigation to compel Owner to bring Property into full compliance with Regulations. If the Department initiates litigation against Owner, Owner, hereby agrees that Department shall recover from Owner the Department's expenses for such litigation, including but not limited to, all attorney's fees and costs, enforcement, inspection and administrative costs of the Department and such other costs related to the abatement of disabled access violations at the Property.
  10. The Property is subject to the Regulations and all other applicable statutes, ordinances and regulations. Nothing in this Agreement shall be deemed to waive any of the requirements for disabled access requires by the Americans with Disabilities Act and related regulations,
  11. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.



**Sonoma County Permit and Resource Management Department**  
2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900  
[www.PermitSonoma.org](http://www.PermitSonoma.org)



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12. Any notice or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Department, as the situation shall warrant, or by enclosing same in a sealed envelope, postage prepaid and depositing same in the United States mail.
13. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.
14. Any officers of authorized employees of Department may enter upon Property at any and all reasonable times for the purpose of determining whether or not Owner is complying with the terms and conditions of this Agreement.
15. This document, and the exhibits attached hereto, constitute the entire agreement between Department and Owner for the disabled access improvements to the Property. All other agreements, provisions and representations with respect thereto other than contained herein, are expressly revoked, as it has been the intention of the parties to provide a complete integration within the provision of this Agreement, and exhibits attached hereto, the terms, conditions and promises relating to the Property. Provided, however, that nothing in this Agreement shall be construed to prevent Department from enforcing all statutes, ordinances, regulations and policies applicable to the Property.

The foregoing terms and conditions are hereby agreed and accepted by Owner and Department on the day and year first above written.

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Owner Date

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Owner Date

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Permit and Resource Management Department Date

