



## MOU (Memorandum of Understanding) Regarding Solar Photovoltaic Plan Review and Inspection Services

This memorandum of understanding (MOU) formalizes coordination by local agencies regarding plan review and inspection services for solar photovoltaic installations.

This agreement is made at Coalinga, California, by and between City of Coalinga Fire Department and City of Coalinga Building Department

### Recitals

WHEREAS, Sections 1.8.2.1 and 1.11.2 of the currently adopted version of the California Residential Code charges the local building authority and local fire authority with the responsibility of enforcement of residential building standards within the jurisdictions boundaries; and

WHEREAS, the City of Coalinga Fire Department desires the City of Coalinga Building Department to perform these services on its behalf subject to the following terms and conditions; and

WHEREAS, the City of Coalinga Building Department is willing to perform said services provided it can charge and collect all fees for services rendered subject to the following terms and conditions.

### Services Agreement

- 1. Services** The City of Coalinga Building Department shall conduct the services outlined in Exhibit A for the review of plans and inspection of solar photo voltaic systems within the City of Coalinga boundaries during the term of this agreement.
- 2. Term** The term of this agreement shall commence on January 1<sup>st</sup> 2016, and shall be for 2016 with auto renewal unless replaced with new document. The term of this agreement may be extended upon agreement of City of Coalinga Fire Department and the City of Coalinga Building Department.
- 3. Plan Review and Inspection Fees/Charges** The City of Coaling Building Department shall charge and collect its standard fees for plan review and inspection. The City of Coalinga Fire Department shall receive no portion of said fees.
- 4. Facilities, Equipment and Other Materials** The City of Coalinga Building Department shall, at its cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this agreement.
- 5. No Agency** No agency relationship is created by this agreement.
- 6. Records** The City of Coalinga Building Department shall maintain, at all times, complete detailed records with regard to work performed under this agreement. The City of Coalinga Fire Department shall have the right to inspect said records with reasonable notice to the City of Coalinga Building

Department. All such records shall be maintained by the City of Coalinga Building Department in its office located at 155 West Durian Ave. Coalinga, CA. 93210.

**7. Insurance** It is agreed that each party shall maintain at all times during the performance of this agreement insurance coverage or self-insurance in the amount of not less than \$ 1,000,000.00 to cover all of its operations, including general liability, automobile liability and workers' compensation.

**8. Indemnification** The City of Coalinga Building Department shall indemnify, defend and hold harmless the City of Coalinga Fire Department and its elected and appointed officials, employees, agents and contractors (collectively, "indemnities") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "claims") arising from or related to City of Coalinga Building Department performance or failure to perform its obligations pursuant to this agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnities. The City of Coalinga Fire Department shall indemnify, defend and hold harmless the City of Coalinga Building Department and its elected and appointed officials, employees, agents and contractors (collectively, "building indemnities") from and against any and all claims arising from or related to the City of Coalinga Building Department performance or failure to perform its obligations pursuant to this agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of building indemnities.

**9. Entirety of Agreement – Modifications** This agreement contains the entire agreement of the City of Coalinga Fire Department and the City of Coalinga Building Department with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.

**10. Early Termination** Either party may serve notice of early termination of this agreement pursuant to Section 11 below. Upon termination of this agreement, the City of Coalinga Fire Department shall take over all plan review and inspections covered by this agreement. For plan review and/or inspections that are in process at the time of termination, the City of Coalinga Building Department shall complete these.

**11. Notice** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid and addressed to the parties as follows:

**City of Coalinga Building Department**  
155 West Durian Ave.  
Coalinga, CA. 93210  
Phone: (559) 935-1533 Ext. 146, or 141  
Fax: (559) 935-5912

**City of Coalinga Fire Department**  
300 West Elm St.  
Coalinga, CA. 93210  
Phone: (559) 935-1652  
Fax: (559) 935-1638

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**Building Official**  
By: John Self  
Date: 09/23/2015

**Fire Chief**  
By: Dwayne Gabriel  
Date: 09/23/2015