



## 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.

*Note: Language in CAPS below indicates where local jurisdiction needs to provide information specific to the jurisdiction.*

This agreement is made at [LOCATION], California, by and between [FIRE AUTHORITY] and [BUILDING AUTHORITY].

### 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 [FIRE AUTHORITY] desires the [BUILDING AUTHORITY] to perform these services on its behalf subject to the following terms and conditions; and

WHEREAS, the [BUILDING AUTHORITY] 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 [BUILDING AUTHORITY] shall conduct the services outlined in Exhibit A for the review of plans and inspection of solar photo voltaic systems within the [JURISDICTION] boundaries during the term of this agreement.
- 2. Term** The term of this agreement shall commence on \_\_\_\_\_, and shall be for \_\_\_\_\_. The term of this agreement may be extended upon agreement of [FIRE AUTHORITY] and the [BUILDING AUTHORITY].
- 3. Plan Review and Inspection Fees/Charges** The [BUILDING AUTHORITY] shall charge and collect its standard fees for plan review and inspection. The [FIRE AUTHORITY] shall receive no portion of said fees.
- 4. Facilities, Equipment and Other Materials** The [BUILDING AUTHORITY] 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 [BUILDING AUTHORITY] shall maintain, at all times, complete detailed records with regard to work performed under this agreement. The [FIRE AUTHORITY] shall have the right to inspect said records with reasonable notice to the county. All such records shall be maintained by the [BUILDING AUTHORITY] in its [OFFICE LOCATION] offices.

**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 [DOLLAR AMOUNT] to cover all of its operations, including general liability, automobile liability and workers' compensation.

**8. Indemnification** The [BUILDING AUTHORITY] shall indemnify, defend and hold harmless the [FIRE AUTHORITY] 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 [BUILDING AUTHORITY] 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 [FIRE AUTHORITY] shall indemnify, defend and hold harmless the [BUILDING AUTHORITY] 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 [BUILDING AUTHORITY] 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 [FIRE AUTHORITY] and the [BUILDING AUTHORITY] 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 [FIRE AUTHORITY] 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 county 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:

**[BUILDING AUTHORITY ADDRESS]**

**[FIRE AUTHORITY ADDRESS]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

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 AUTHORITY ADDRESS]**

**[FIRE AUTHORITY ADDRESS]**

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

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

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

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

Exhibit A – Scope of Work