

Administrative Agency: Penryn Fire Protection District
Agreement No: 07012015
Agreement Description: New Residential Fire Sprinkler Plan Review and Inspection Services

THIS AGREEMENT is made at Penryn, California, by and between Penryn Fire Protection District and the Newcastle Fire Protection District, a California Special District ("NFPD").

RECITALS

WHEREAS, Placer County Code 15.04.150, Section R313.2 of the 2013 Edition of the California Residential Code charges each local fire district with the responsibility of permitting, plan review and inspection of residential fire sprinklers for NFPD homes within the district's boundaries; and

WHEREAS, NFPD desires the Penryn Fire Protection District to perform these services on its behalf subject to the following terms and conditions; and

WHEREAS, the Penryn Fire Protection District is willing to perform said services subject to the following terms and conditions.

SERVICES AGREEMENT

- Services** The Penryn Fire Protection District shall conduct the services outlines in Exhibit A for the review of plans, collection of fees and inspection of new fire sprinkler systems for new residences within the NFPD boundaries during the term of this Agreement. The NFPD boundary map is attached as Exhibit B.
- Term** The term of this Agreement shall be for one (1) year commencing on July 1, 2015. The term of this Agreement may be extended by the mutual written consent of the parties for two (2) additional terms of one (1) year each.
- Plan Review and Inspection Fees / Charges** The Penryn Fire Protection District shall charge and collect its standard fees for application, permit, plan review and inspection. NFPD shall receive no portion of said fees.
- Facilities, Equipment and Other Materials** The Penryn Fire Protection District shall, at its cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement.
- No Agency** No agency relationship is created by this Agreement.
- Records** The Penryn Fire Protection District shall maintain complete detailed records with regard to work performed under this Agreement to CA Health and Safety Code Section 19850. NFPD shall have the right to inspect said records with reasonable notice to the district. All such records shall be maintained by the district in compliance with its record retention policy.
- 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 One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability and workers compensation.

8. **Indemnification** Penryn Fire Protection District shall indemnify, defend and hold harmless NFPD and its elected and appointed officials, employees, agents and contractors (collectively, "NFPD Indemnities") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorney fees) or damage (collectively "Claims") arising from or related to Penryn Fire Protection District 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 NFPD Indemnities.

NFPD shall indemnify, defend and hold harmless Penryn Fire Protection District and its elected and appointed officials, employees, agents and contractors (collectively, "PFPD Indemnities") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorney fees) or damage (collectively "Claims") arising from or related to NFPD 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 PFPD Indemnities.

9. **Entirety of Agreement – Modifications** This Agreement contains the entire Agreement of the Penryn Fire Protection District and NFPD 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 with a ninety (90) day written notice pursuant to Section 11 below. Upon termination of this Agreement, NFPD shall immediately commence processing of all new applications for residential sprinkler systems. The Penryn Fire Protection District will process to completion any applications pending on the date of termination but shall accept no new applications.

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:

Penryn Fire Protection District
P.O. Box 219
Penryn, CA 95663

Phone: 916-663-3389
Fax: 916-663-1262

Newcastle Fire Protection District
P.O. Box 262
Newcastle, CA 95658

Phone: 916-663-3323
Fax: 916-663-3907

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.

Penryn Fire Protection District

By: _____
Aaron Willson, Chair

Date: _____

Newcastle Fire Protection District

By: _____
Jim Jordan, Chair

Date: _____

Exhibit A

SCOPE OF WORK

This scope of work is pursuant to requirements in Placer County Code 15.04.700, Section R313.2 of the 2013 Edition of the California Residential Building Code, NFPA 13D and the 2013 Edition of the California Fire Code for the design and installation of residential fire sprinklers in one and two family dwellings.

Penryn Fire Protection District will review construction drawings, specifications and perform inspections of residential fire sprinkler systems in conformance with CRC R313.2 and NFPA 13D for new SFD's in the boundaries served by the NFPD.

Plans for a residential fire sprinkler system will be required to be submitted directly to the Penryn Fire Protection District where they will be reviewed for completeness and compliance with the aforementioned codes. Once the plans are approved the permit will be issued inclusive with the building permit for construction of the new residence. During construction, Penryn Fire Protection District will perform inspections of the rough installation including a pressure hydro and will perform a final inspection when the building is completed and ready for occupancy.

The Penryn Fire Protection District shall charge, collect and keep all application and inspection fees for the above services.

Exhibit B
Newcastle Fire Protection District Boundaries

