

Standard Professional Services Agreement (“PSA”)

FIRE PREVENTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the _____ ("District"). The parties agree as follows:

1. Recitals. This Agreement is made with reference to the following facts and objectives:

(a) District desires to contract with County for the performance within its boundaries for certain fire prevention services.

(b) County is willing and able to render such services to District on the terms and conditions hereinafter set forth.

(c) This Agreement is authorized and provided for by Title 1, Division 7, Chapter 5, Article 1 (commencing with Section 6500) of the California Government Code and Title 5, Division 2, Part 2, Chapter 4, Article 1 (commencing with Section 55600) of the California Government Code.

(d) For the purposes of this Agreement, the following terms shall have the meanings respectively ascribed to them by this subparagraph unless it is apparent from the context that a different meaning is intended:

(1) “Auditor-Controller” means the Auditor-Controller of the County or his or her authorized representative.

(2) “Fire Prevention Division” means the Sonoma County Permit and Resource Management Department’s Fire Prevention and HAZMAT Division .

(3) “County Fire Chief Marshal “means the County Fire Marshal of the County or his or her authorized representative.

(4) “Fire Prevention Services” means the services enumerated and described in paragraph 3 of this Agreement.

(5) “Direct County Cost” means the hourly rate for County Fire staff based on the current County Fire rate schedule.

2. Term. The initial term of this Agreement shall commence on _____ and shall expire _____. At the end of the initial term, this agreement shall automatically renew itself from year to year on all the provisions contained in this Agreement unless either party notifies the other in writing at least 30 days before the end of the initial term or any renewal term of that the party's decision to terminate this Agreement. The initial term together with each and any renewal term shall constitute the term of this Agreement.

3. Provision of Fire Prevention Services.

(a) County agrees, through the County Fire Marshal, to provide the following fire prevention services within the District's boundaries:

(1) Unincorporated area fire-related plan checking. There shall be no charge to District for this service. Plan checking for areas not in the unincorporated areas of Sonoma County shall be charged to District at direct County cost.

(2) Review and comment on Permit Sonoma referrals. There shall be no charge to District for this service.

(3) New construction inspections. There shall be no charge to District for this service.

(4) Consultation with project applicants regarding building and planning matters. There shall be no charge to District for this service.

(5) Issuance of construction permits and collection of fees and charges. There shall be no charge to District for this service.

(6) Initial inspection of licensed care facilities referred by California Department of Social Services - Community Care Licensing. There shall be no charge to District for this service when a fee for service can be charged to the applicant of the license.

(7) Inspection of occupancies requiring an Operational Permit per the Model California Fire Code and the issuance of Operational Permits including the collection of fees and charges. There shall be no charge to District for this service. Inspection billing will go directly to the facility being inspected. However, when an inspection of facilities is required by regulations adopted by the Fire District Board of Directors and not by the Model California Fire Code, the District will be charged for such services. (See Attachment XX).

(8) Consultation with District regarding general fire prevention matters. There shall be no charge to District for up to 2 hours of consultation time per month. Consultation time in excess of 2 hours per month shall be charged to District at direct County cost.

(9) Fire prevention training. Up to 4 hours of fire prevention training shall be provided annually to District members by a qualified Inspector at no charge to District.

(10) Fire investigation assistance. Fire investigation assistance shall be provided to District on an as-requested basis. There shall be no charge to District for incidents believed to be non-criminal in nature. Up to two hours of investigation time shall be provided to District per month at no charge for incidents believed to be criminal in nature. Fire investigation assistance provided to District in excess of two hours for incidents believed to be criminal in nature shall be charged to District at direct County cost. The District shall be required to provide an Investigator of Record as required by State Law.

(11) Routine inspections of State-regulated occupancies as set forth on Health and Safety Code Section 13146, except public schools and residential care facilities licensed by the State of California with 6 or less occupants. There shall be no charge to District for this service.

(12) Routine inspections of public schools as set forth in Health and Safety Code Section 13146. The cost of routine inspections of public schools and residential care facilities licensed by the State of California with 6 or less occupants shall be charged to District at direct County cost.

(13) Vegetation Complaints not covered by Sonoma County Code Chapter 13A There shall be no charge to the District for up to 2 hours of inspection time per month. Inspection time in excess of 2 hours per month shall be charged to District at direct County cost.

(14)

(b) The fire prevention services specified in subparagraph (a) shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Fire Prevention Division in connection with enforcement of California Code of Regulations Title 19, Sections 13146 & 13147 of the California Health and Safety Code, and Chapter 13 of the Sonoma County Code.

(c) The level of service provided hereunder shall be the same basic level of service that is and shall be provided by the Fire Prevention Division during the term of this Agreement in those portions of the unincorporated area of the County not in a fire protection district.

(d) The rendition of fire prevention services and the interpretation of Chapter 13 of the Sonoma County Code, including references contained within Chapter 13 of the Sonoma County Code, related thereto, the standard of performance and other matters incidental to the performance of such service, and the control of personnel so employed shall at all times remain the responsibility of County. In the event of any dispute between the parties as to the extent and manner of performance of or the interpretation of Chapter 13 of the Sonoma County Code, including references contained within Chapter 13 of the Sonoma County Code, the determination thereof made by the Director of Permit Sonoma and the County Fire Marshal shall be final and conclusive as between the parties hereto.

4. Assistance of District. To facilitate the performance of fire prevention services, it is agreed that the County shall be considered District's authorized representative as related to California Health and Safety Code Section 13870, and shall have the full cooperation and assistance of District, its officers, agents, and employees.

5. County to Furnish Personnel, Equipment and Supplies. For the purpose of performing fire prevention services, County shall furnish and supply all necessary personnel, labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

6. Information Sharing To facilitate the performance of fire prevention services, it is agreed that to the best of their ability Fire Prevention Division and District will share pertinent information associated with the application and enforcement of: the California Code of Regulations Title 19; the California Health and Safety Code; the Sonoma County Code; and other fire and life safety regulations.

7. Personnel to be County Employees.

(a) All persons employed in the performance of fire prevention services for District pursuant to this Agreement shall be County employees. No District employee or volunteer shall be taken over by County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges

given to County employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to District employee.

(b) For the purpose of performing fire prevention services, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of District while performing services for District, which services are within the scope of this Agreement and are purely District functions. Notwithstanding the agency relationship created by this subparagraph, District shall not be liable for any act or omission of any County officer or employee unless otherwise specifically provided elsewhere in the Agreement.

8. Responsibility for Compensation of Employees.

(a) District shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, District shall not be liable for compensation or indemnity to any County employee for injury or sickness or other claims arising out of his or her employment.

9. Indemnification. District shall defend, indemnify, and hold County, its officers, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to District's officers, agents, or employees, which arise from or are connected with or are caused or claimed to be caused by acts or omissions of District, its officers, agents or employees, in performing the duties or services of this Agreement hereunder; provided, however, that District's duty to indemnify and hold harmless shall not include any claims, or liability arising from the misconduct of County, its officers, agents, or employees. County shall defend, indemnify, and hold District, its officers, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to County's officers, agents, or employees, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of County, its officers, agents, or employees, in performing the Agreement or services hereunder; provided, however, that the County's duty to indemnify and hold harmless shall not include any claims or liability arising from the misconduct of District, its officers, agents, or employees. District employees performing fire suppression services pursuant to this Agreement shall not be County agents for the mutual indemnification purposes of this Agreement.

10. Adoption of Uniform Codes Required. Notwithstanding any provision to the contrary, this Agreement shall be terminated at any time that District fails to enact and to maintain in full force and effect an ordinance with provisions identical to those of Chapter 13, Article IV of the Sonoma County Code unless any deviations are specifically agreed to by the County Fire Marshal. If County requests that District enact amendments to such ordinance to comply with amendments to Chapter 13, Article IV of the Sonoma County Code and such amendments are not made within 60 days of this request, then this Agreement shall also be terminated. The District shall adopt by reference the Sonoma County Fire Code Chapter 13, Article IV if it shall require additional permits adopted by the Authority Having Jurisdiction (AHJ)

11. Payment of Services. For and in consideration of the rendition of fire

prevention services by County, District agrees to pay County in accordance with the rates set forth in Attachment XX, attached hereto and incorporated herein by this reference. The rates set forth in Attachment XX shall be subject to adjustment by County at the commencement of each renewal term. County shall notify District at least 60 days before the expiration of the initial term and each renewal term of the rates that will be in effect during the next renewal term. If the District does not terminate the agreement, the new rates will automatically become effective and incorporated into this Agreement for the next renewal term. District further agrees that County may keep and retain any and all District fees and charges collected by County pursuant to this Agreement, and County agrees to credit such collections against District's obligation to pay for fire prevention services.

12. Billing of Services. County shall bill District after the close of each quarter. Within 20 working days after the close of the quarter, County shall provide District with an invoice itemizing the types and cost of fire prevention services performed during the quarter, the offsetting District fees and charges collected, and any net amount due. District shall pay County the net amount due, if any, within 45 days from the date of the billing. If payment is not received by County within such 45 day period, County shall be entitled to recover interest thereon. Interest shall be calculated at the maximum rate County is permitted by law to charge on any unpaid portion thereof calculated for the last day of the quarter in which the services were performed. If payment is not received by County within such 45 day period, County may satisfy such indebtedness, including interest thereon, from any funds of District on deposit with County without giving further notice to District of County's intention to do so. The county shall not bill a District for services that are agreed at No-Charge unless fees cannot be recovered by other legal means.

13. Recordkeeping. County agrees to keep records for District pertaining to fire prevention services in such form and manner as shall satisfy the Auditor-Controller. All records evidencing fire prevention services to District shall be open for examination and audit by District during all business hours.

14. General Termination. This Agreement may be terminated by either party at any time with or without cause upon thirty (30) days' notice to the other party.

15. Method of Giving Notice, Submitting Invoices, and Making Payments. All notices, invoices and payments shall be made in writing and may be given by personal delivery, mail, or electronically. Notices, invoices, and payments sent by mail or e-mail shall be addressed as follows:

TO: COUNTY: Permit Sonoma Department, Fire Prevention
Division
2550 Ventura Ave
Santa Rosa, CA 95403
Fire.Prevention@sonoma-county.org

TO: DISTRICT: _____

Insert District Email Address

When so addressed, notices, invoices, and payments sent registered or certified with proof of receipt and postage paid shall be deemed given upon receipt by the United States Postal Service. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual personal delivery. Physical addresses and email addresses must remain current. Changes may be made in the names and addresses of the

persons to whom notices, invoices, and payments are to be given by 30-day written notice.

16. General Provisions. County and District agree to abide by the following general terms and conditions:

(a) Timeliness is and shall be of the essence of this Agreement and every provision contained herein.

(b) This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

(c) Neither party hereto shall assign or transfer any interest in this Agreement, or any duty hereunder without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

(d) To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(e) In the event either party brings an action or proceedings for damages arising out of the other's performance or to establish the right or remedy of either party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceedings, including non-reimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any State other than California.

(f) Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may suspend any performance of which the agreed return has not been received.

(g) There are no intended third-party beneficiaries of this Agreement.

(h) The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

(i) The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

In witness whereof, the parties hereto have executed this Agreement as set forth below.

COUNTY

County of Sonoma

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

County Clerk and ex-officio Clerk of the
Board of Supervisors

DISTRICT

Fire Protection District

Dated: _____

By: _____

ATTEST:

Secretary/Clerk

Reviewed as to Substance by:
Department

Department Head

Reviewed as to Form by:
County Counsel

County Counsel