

AGREEMENT
FOR BUILDING SERVICES

This Agreement is entered into between the City of Pinole ("City") and Contra Costa County ("County") for building services to be provided by the County to the City.

RECITALS:

- A. The City desires to utilize the County Department of Conservation and Development (DCD) staff to provide Building services as requested by the City including inspection, plan-checking, counter services, respond to citizen complaint and investigation services to the City's Development Services Department (DSD) and provide customer service support.
- B. The purpose of this Agreement is to set forth the terms and fees for providing building services to the City for its DSD.

NOW THEREFORE, the parties, for valuable consideration, agree as follows:

Section 1. SERVICES TO BE RENDERED.

The City agrees to hire County DCD staff to provide services to the City for its DSD, as set forth in Exhibit A, which is incorporated by reference herein. The City will furnish direction to County DCD staff as needed through City's Planning Manager, in order to accomplish the services listed in this Agreement. County staff shall remain employees of the County. City shall not be responsible for worker's compensation or any employee benefits, other than provided in this Agreement and attached Exhibits A & B. The City shall only pay for services provided. The County and City shall jointly decide which staff to assign to perform the services described herein.

Section 2. TERM.

This Agreement is effective from November 1, 2012 through December 31, 2014.

Section 3. PAYMENT OF FEES

Except as expressly provided in Exhibit B, attached hereto and incorporated herein, the City shall pay the following fees to the County for the services performed herein:

- a. The hourly rates specified in Exhibit C, attached hereto and incorporated herein, for the services performed under this Agreement.
- b. The County DCD will submit to the City a monthly report detailing expenditures and charges. This report shall include reasonable documentation of expenses incurred, including but not limited to invoices and time sheets. The City shall pay the invoice amount to County within 30 days after receiving each invoice.

- c. Plan checking and review fees are set forth in Exhibit B.

Section 4. HOLD HARMLESS AND INDEMNITY.

County agrees to indemnify and hold harmless City from County's share of liability for damages caused by negligence or willful misconduct of the County, its officers, agents or employees in the County's performance under this Agreement. County's obligations under this section shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of the City. Under no circumstances shall County have any liability to City or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to County's performance under this Agreement. City shall defend, indemnify and save harmless County, its officers and employees from all claims, suits or actions of every name, kind and description brought by or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City, its officers, agents or employees under or in connection with this agreement or with any work, authority or jurisdiction of City.

Section 5. NOTICES.

All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers or their designees:

COUNTY:

Jason Crapo, Deputy Director
Department of Conservation & Development
Building Inspection Division
Contra Costa County
30 Muir Road
Martinez, CA 94553
(925) 674-7722

CITY:

Belinda B. Espinosa
City Manager
2131 Pear Street
Pinole, CA 94564
(510) 724-9002

Section 6. TERMINATION.

- a. This Agreement may be terminated by either the City or the County by giving at least 30 days written notice thereof to the other party.
- b. Should either party be in default of the terms of this Agreement, the non-defaulting party may give written notice of such default and should such default not be corrected within thirty days after the mailing of said notice, this Agreement may then be terminated by the non-defaulting party by giving ten days written notice thereof.

The Parties, by the Deputy Director of the County's Conservation and Development Department, as authorized by the County Board of Supervisors, and by the City Manager of the City as authorized by the City Council, each hereunto duly authorized, have executed this Agreement on the date appearing below.

CONTRA COSTA COUNTY

By: _____
Jason Crapo
Deputy Director Building Inspection
Division

Dated: _____

Approved as to form:
Sharon L. Anderson
County Counsel

By: _____
Deputy County Counsel

Dated: 10/19/12

Attest:

PATRICIA ATHENOUR, MMC
City Clerk of the City of Pinole

CITY OF PINOLE

By: _____
Belinda B. Espinosa
City Manager
City of Pinole

Dated: _____

Approved as to form:

By: _____
Benjamin T. Reyes II
City Attorney

Dated: _____

EXHIBIT A

Duties to be performed by County DCD for the City of Pinole's CDD

Scope of Duties: As agreed to jointly by City and County, a DCD staff person will perform review of building plans in connection with applicable building and zoning codes and laws; and on an as-needed basis provide inspection services in connection with the enforcement of City Municipal Code requirements and regulations, including uniform codes as adopted by the City, governing the construction, alteration, repair and use of buildings and structures. The City, through the Planning Manager, may also request County DCD staff to perform code enforcement services as described below.

I. Plan Review Services

At the request of, and as directed by the City's Planning Manager, County DCD staff shall check plans and specifications for compliance thereof with the requirements of the current adopted building codes and with the City's Municipal Code.

After the plans and specifications are delivered to County DCD for review, the County shall furnish to City a written report indicating whether such plans and specifications are in compliance with applicable codes or not and if not, identifying each failure to comply with such codes. When necessary, County staff will meet with involved applicant representatives including architects or engineers to make a determination of compliance.

All plans and specifications to be reviewed will be picked up by County DCD staff from City's offices and returned thereto, at County's own expense, or will be transmitted to County in mailing bags provided by the County to City at County's expense.

II. Inspection Services

At the request of, and as directed by the City's Planning Manager, County DCD will assign a County Building Inspector to provide inspection services to the City for a minimum of four (4) hours each business day that service is requested by the City. The City and County shall jointly decide the level and type of County staff expertise needed to perform assigned inspection services. Inspection services to be provided to the City include the following:

Review of plans and specifications for buildings and related construction involving installation, repair, replacement and alteration for compliance with applicable codes and regulations; issuance of building, plumbing and electrical permits; inspection of sites and buildings before construction or alteration to determine compliance of plans with applicable codes and regulations; inspections during construction for compliance with applicable codes and regulations.

Interpretation of applicable codes and regulations; explanation of required inspections and construction requirements to owners, architects, engineers, contractors and the public; advice to owners on matters related to building permits; maintenance of records and files of inspections made and actions taken.

Field inspections to check for zoning violations; inspection of existing buildings to determine hazardous conditions; inspection of construction or alteration being performed without proper building permits.

Inspection of the quality of materials and the methods of construction for footings and foundations, excavations, wood framing, concrete work, steel erection, lathing and plastering, tile work, masonry,

electrical, plumbing and other construction work to ensure compliance with applicable codes and regulations.

Investigation of citizen complaints related to applicable codes and regulations.

III. Code Enforcement

At the request of, and as directed by the City's Planning Manager, County DCD staff will investigate complaints regarding zoning violations and/or building code violations. The City and County shall jointly decide the level and type of County staff expertise needed to perform assigned code enforcement services.

Inspections and investigations will follow the requirements of the current building codes, as adopted by the City, and applicable provisions of the City's Municipal Code.

The role of County DCD staff is limited to code enforcement inspections and investigations and preparing violation notices. The City shall be responsible for issuing any notices, including notices of code violations or other notices, that the City may deem necessary for seeking compliance with its municipal code. The City shall be responsible for taking any enforcement action, including pursuing judicial or administrative remedies that the City may deem necessary for seeking compliance with its municipal code.

IV. Counter Services

County staff assigned to the City for the provision of counter services may perform the following tasks as directed by the City Planning Manager:

- Information to the public on building and permit requirements.
- Review of permit application for completeness of submittal and approvals of other agencies.
- Process and issue permits using the automated permit management system.
- Accepts fee payments and prepares accurate receipts, computer notations, and other appropriate documentation.
- Files and scans plans and applications as needed.
- Coordinates return of corrected plans and assists in distribution of plans as needed.
- Performs all documentation related to plan review and permit issuance.

The City and County shall jointly decide the level and type of County staff expertise needed to perform assigned counter services.

V. Customer Service Support

- Receive, answer, and redirect as appropriate, phone calls from Pinole residents asking about building codes and permits.

EXHIBIT B

Payment Provisions for Plan Checking & Review

Invoices shall be paid promptly pursuant to Section 3b of the Agreement, upon the timely approval of authorized City staff, in accordance with the following:

Compensation. City hereby agrees to pay County:

1. For plan check and review services provided by the County to the City, the County shall be paid a percentage of the plan check fee collected by the City from the applicant, in accordance with the following schedule:
 - a) Structural-only plan check: 40 percent of plan check fee collected by the City.
 - b) Structural plus energy Title 24 State Administrative Code Energy check: 45 percent of the plan check fee collected by the City.
 - c) Structural, fire/life safety, handicapped accessibility, energy, and building code regulations plan checks: 70 percent of the plan check fee collected by the City.
 - d) Title 24 State Administrative Code Energy and Handicapped Accessibility plan check: 10 percent of the plan check fee collected by the City.

All plan check services shall include the original check and, if necessary, up to two follow-up checks.

The hourly rate for subject services for third or additional follow-up check, or design change plan checks after the issuance of permits are specified in Attachment A, attached herein and incorporated thereto.

2. In the event County staff is requested by City to review changes on plans or specifications previously checked and follow-up check by County, or to perform any other additional services beyond those described in Exhibit A of this Agreement, County shall be compensated for such services based upon County's standard hourly rate specified in Attachment A, attached herein and incorporated thereto.
3. The County entitlement to compensation for regular and/or additional plan check services shall be deemed complete upon the City's approval of the services or within 30 days of invoice, without City objection whichever is later. County DCD staff shall submit to the City two sets of checked plans signed by County as plan checked, and one set of calculations and specifications. The County will include with its submittal an itemized invoice for plan check services, directed to the City as specified in Section 5 of this Agreement, "Notices." Compensation to County shall be paid by City within one month of receipt of County's invoice.
4. Except for the compensation provided herein and in Section 3 of this Agreement (Payment of Fees) and as provided in Section 4 (Hold Harmless and Indemnification) of this Agreement, City shall have no liability for payment of any costs or expenses incurred by County in connection with the performance of its services under this Contract.
5. Plan Check Deadlines. The County will endeavor to adhere to the plan check time schedule as follows:
 - 5.1. Two weeks for projects with valuations evaluated to be less than \$1,500,000.
 - 5.2. Three weeks for projects with valuations evaluated to be from \$1,500,000 to \$5,000,000.

- 5.3. Four weeks for projects with valuations evaluated to be more than \$5,000,000.
- 5.4. Five working days for each follow-up check.

The first day of review is the first working day after receipt of plans from City. At the completion of every review, a list of plan review comments will be sent to the applicant (or designated party) in addition to the City Planning Manager. Modifications to the above plan check time schedule may be necessary due to workload and/or quantity of plan submission by City. County will notify City at the earliest possible time as to the possibility of a delay on meeting the established deadlines.

EXHIBIT C
HOURLY BILLING RATES FOR COUNTY STAFF TIME

<u>Classification</u>	<u>11/1/12 – 12/31/12</u>	<u>1/1/13 – 12/31/13</u>	<u>1/1/14 – 12/31/14</u>
Building Official	\$140.00	\$165.00	\$182.00
Senior Structural Engineer	\$140.00	\$165.00	\$182.00
Sr./Principal Bldg. Inspector	\$125.00	\$150.00	\$165.00
Building Inspector II	\$105.00	\$120.00	\$132.00
Building Inspector I	\$87.00	\$98.00	\$108.00
Senior Plan Checker	\$87.00	\$98.00	\$108.00
Plan Checker II	\$73.00	\$84.00	\$93.00
Plan Checker I	\$67.00	\$78.00	\$86.00
Clerk	\$55.00	\$65.00	\$72.00