

AGREEMENT

FOR ENGINEERING AND ENVIRONMENTAL PLAN CHECK AND INSPECTION SERVICES

COPY

This Agreement is entered into between the City of San Pablo ("City") and Contra Costa County ("County") for inspection and plan check services provided by the County to the City's Engineering and Environmental Divisions.

RECITALS:

- A. The City desires to utilize County Conservation and Development Department (DCD) staff and other applicable County staff and consultants to provide services to the City, including inspection and plan checking of storm water or drainage systems, National Pollution Discharge Elimination System (NPDES) C.3 compliance, grading, excavation, erosion control, pollution control, hardscape (sidewalk, curb, gutter, driveway), dry utilities, street pavement, landscape, street lighting and traffic control infrastructure improvements to the City's Engineering and Environmental Divisions.
- B. The purpose of this Agreement is to set forth the terms and fees for providing inspection and plan check services to the City's Engineering and Environmental Divisions.

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

Section 1. SERVICES TO BE RENDERED

The City agrees to utilize DCD staff to provide services to the City's Engineering and Environmental Divisions as set forth in Exhibit A, which is incorporated by reference herein. The City will furnish direction to DCD staff as needed through its Engineering and Environmental Divisions 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.

Section 2. TERM

This Agreement is effective from February 1, 2015 through June 30, 2017; provided, however, that continuation of the agreement beyond the end of City's fiscal year will be contingent upon lawful encumbrance or appropriation of funds for this agreement by the City Council. If the City's governing body fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, and if other funds are not designated for such payments (a "Non-Appropriation Event"), then the City shall give the County immediate written notice of the Non-Appropriation event. This notice shall not be less than ninety (90) days before the end of the immediately prior fiscal year in which appropriations were made. If the City gives notice of a Non-Appropriation Event, then the County may terminate this agreement, effective as of the last date on which funds were appropriated, by providing written notice to the City, without penalty or expense to the County; provided, that for the period prior to termination, the City shall make all payments hereunder from funds that were appropriated or otherwise designated.

Section 3. PAYMENT OF FEES AND REIMBURSEMENT OF COSTS

COPY

- a. The City shall pay the County for services provided based on the hourly billing rates for staff time, set forth in Exhibit B which will be updated periodically, not exceeding \$30,000 for each payment. City will not be responsible for travel time to and from the City of San Pablo.
- b. DCD staff will submit to the City a monthly report detailing expenditures and charges for inspection and plan check services provided to the City's Engineering and Environmental Divisions. This report shall include reasonable documentation of expenses incurred, including but not limited to invoices and time sheets.

Section 4. HOLD HARMLESS AND INDEMNITY

County agrees to indemnify and hold harmless City from the County's share of liability for damages caused by the 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 the 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, revenues, profits or business opportunities arising from or in any way related 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:

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

CITY: Matt Rodriguez
City Manager
City of San Pablo
13831 San Pablo Ave.
San Pablo, CA 94806
(510) 251-3001

COPY

Section 6. TERMINATION

- a. This Agreement may be terminated by either the City or the County, giving at least 30 days written notice thereof to the other party. The County may terminate this Agreement pursuant to a Non-Appropriation Event under Section 2.
- 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 occurred 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.

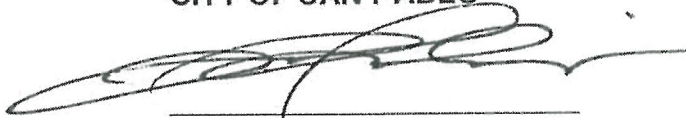
The parties, by the Deputy Director of the County's Conservation and Development Department, Building Inspection Division as authorized by the County Board of Supervisors, and by the City Manager of the City as authorized by the City Attorney, each hereunto duly authorized, have executed this Agreement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

CONTRA COSTA COUNTY

CITY OF SAN PABLO

By: _____

Jason Crapo
Deputy Director,
Building Inspection



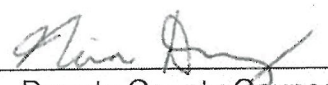
Matt Rodriguez
City Manager
City of San Pablo

Dated: _____

Dated: 2/11/15

Approved as to form:

Approved as to form:

By:  _____

Deputy County Counsel

 _____

City Attorney

Dated: 2/18/15

Dated: _____

Attachments:

Exhibit A: County inspection & plan check services provided to the City

Exhibit B: Hourly Billing Rates

EXHIBIT A

Duties to be performed by County Conservation and Development Department staff for the City of San Pablo's Engineering and Environmental Divisions.

Scope of Duties: The City, through its Engineering and Environmental Divisions, may request DCD staff from time to time to provide inspection and plan check services in connection with the enforcement of applicable codes and regulations, including uniform codes as adopted by the City.

I. Inspection Services

1. At the request of the City, and as directed by the Engineering and Environmental Divisions, DCD staff shall provide inspection services for necessary permits in relation to the approved plan set which involves storm water or drainage systems, National Pollution Discharge Elimination System (NPDES) C.3 compliance, grading, excavation, erosion control, pollution control, hardscape (sidewalk, curb, gutter, driveway), dry utilities, street pavement, landscape, street lighting and traffic control infrastructure improvements, including:
 - a. Interpretation of applicable codes and regulations,
 - b. Inspection of sites, underground utilities and improvement infrastructures before and during construction or alteration to determine compliance with plans and applicable codes and regulations.
 - c. Explanation of required inspections and construction requirements to owners, architects, engineers and contractors; maintenance of records and files of inspections made and actions taken.

II. Plan Checking Services

1. At the request of the City, and as directed by the City's Engineering and Environmental Divisions, DCD with assistance from the County Public Works Department (PWD) staff shall provide review of plans and specifications for construction improvements involving installation, repair, replacement and alteration for compliance with the requirements of the current applicable codes and regulations and with the City's Municipal Code in relation to storm water or drainage systems, National Pollution Discharge Elimination System (NPDES) C.3 compliance, grading, excavation, erosion control, pollution control, hardscape (sidewalk, curb, gutter, driveway), dry utilities, street pavement, landscape, street lighting and traffic control infrastructure improvements.
2. After the plans and specifications are delivered to DCD staff for review, the County staff shall review plans and specifications for compliance with applicable codes. If such plans and specifications are found to be not in full compliance, DCD shall provide written comments to the applicant concerning areas of deficiency. Copies of such comments shall be provided to the City. When necessary, County staff will meet with involved architects or engineers to make a determination of compliance.
3. All plans and specifications to be reviewed will be picked up by 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.

EXHIBIT B - Hourly Billing Rates**COPY**

Position/Title	Hourly Rate February 1 to June 30, 2015 ¹	Hourly Rate FY 2015-2016 ²	Hourly Rate FY 2016-2017 ³
Building Inspector II	130.00	137.00	143.00
Senior Building Inspector	145.00	152.00	160.00
Grading Inspector II	130.00	137.00	143.00
Senior Grading Inspector	145.00	152.00	160.00
Plan Checker II	105.00	110.00	116.00
Senior Plan Checker	120.00	126.00	132.00
Senior Structural Engineer	190.00	200.00	210.00
Principal Structural Engineer	210.00	221.00	232.00
Planner I	110.00	116.00	121.00
Planner II	135.00	142.00	149.00
Planner III	175.00	184.00	193.00
Principal Planner	195.00	205.00	215.00
IT Support	165.00	173.00	182.00
Senior Engineering Technician	185.00	195.00	205.00
Engineer	215.00	225.00	240.00
Senior Civil Engineer	270.00	285.00	300.00
Environmental Analyst III	195.00	205.00	215.00
Watershed Planning Specialist	140.00	150.00	160.00
Consultant, Project Director ⁴	220.00 - 230.00	220.00 – 230.00	220.00 – 230.00
Consultant, Sr. Project Manager ⁴	210.00 – 220.00	210.00 – 220.00	210.00 – 220.00
Consultant, Project Manager ⁴	170.00 – 200.00	170.00 – 200.00	170.00 – 200.00
Consultant, Sr. Project Engineer ⁴	145.00 – 165.00	145.00 – 165.00	145.00 – 165.00
Consultant, Project Engineer ⁴	135.00 – 150.00	135.00 – 150.00	135.00 – 150.00
Consultant, Sr. Plan/Map Examiner ⁴	135.00 – 155.00	135.00 – 155.00	135.00 – 155.00
Consultant, Plan/Map Examiner ⁴	120.00 – 130.00	120.00 – 130.00	120.00 – 130.00
Consultant, Staff Engineer ⁴	100.00 – 120.00	100.00 – 120.00	100.00 – 120.00
Consultant, Technician ⁴	80.00 – 130.00	80.00 – 130.00	80.00 – 130.00
Consultant, Administrative ⁴	75.00 – 100.00	75.00 - 100.00	75.00 – 100.00

¹ These fees shall be charged to the City for services that County provides under this Agreement during the period February 1, 2015 through June 30, 2015

² These fees shall be charged to the City for services that County provides under this Agreement during the period July 1, 2015 through June 30, 2016.

³ These fees shall be charged to the City for services that County provides under this Agreement during the period July 1, 2016 through June 30, 2017.

⁴ Rates for consultants are subject to change based on changes to the County's contractual agreements with consultants.

RESOLUTION 2015-019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING AND ENVIRONMENTAL PLAN CHECK AND INSPECTIONS SERVICES AGREEMENT WITH THE CONTRA COSTA COUNTY CONSERVATION AND DEVELOPMENT DEPARTMENT IN THE AMOUNT OF \$55,000

WHEREAS, the City desires to utilize the services of Contra Costa County Conservation and Development (DCD) for engineering, environmental plan checking and inspection services for select development projects;

WHEREAS, the scope of services included in the agreement are: inspection and plan checking of storm water or drainage systems, National Pollution Discharge Elimination System (NPDES) C.3 compliance, grading excavation, erosion control, pollution control, hardscape, dry utilities, street pavement, landscape, traffic design/control and other infrastructure improvements related to, and plan checks;

WHEREAS, the agreement with Contra Costa County would be for a three-year period - January 2015 through December 31, 2017;

WHEREAS, the fee schedule contained in the agreement allows for the rates being paid by the City to increase over a three-year period to more adequately cover the County's costs;

WHEREAS, the cost of the services is estimated at \$55,000 and operationally, the developer would pay an upfront deposit against which the hourly service fees would be charged and the revenue tracked via a task code (e.g. 200-1730-43600-LAQ000 for La Quinta Hotel); and

WHEREAS, because of this arrangement, the cost of the contract will be neutral to the City and no additional appropriation is needed.

NOW, THEREFORE BE IT RESOLVED that the foregoing recitations are true and correct and are included herein by reference as findings.

BE IT FURTHER RESOLVED that the City Council of the City of San Pablo hereby authorizes the City Manager to execute a service agreement, in the amount of \$55,000 with Contra Costa County DCD for engineering, environmental plan check and inspection services.

I hereby certify that the foregoing is a full, true and correct copy of the original document.



Lehy M. Corbin, Deputy City Clerk