

AGREEMENT

FOR BUILDING INSPECTION AND PLANNING SERVICES

This Agreement is entered into between the City of Hercules ("City") and Contra Costa County ("County") for Building Inspection and Planning services to be provided by the County to the City.

RECITALS:

- A. The City desires to utilize County Department of Conservation and Development (DCD) staff to provide Building Inspection and Planning services to the City, including building plan checking, construction inspection and processing of planning applications, as set forth in Attachment A to this Agreement.
- B. The purpose of this Agreement is to set forth the terms and fees for providing Building Inspection and Planning services to the City's Planning Department.

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

Section 1. SERVICES TO BE RENDERED

The City agrees to hire DCD staff to provide Building Inspection and Planning services to the City's Planning Department, as set forth in Attachment A, which is incorporated by reference herein. The City will furnish direction to the DCD staff as needed through its Planning Director ("Director"), in order to accomplish the services listed in this Agreement. The County will provide vehicles and communication equipment as deemed necessary by the County. 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 Attachment A.

Section 2. TERM

This Agreement is effective January 29, 2014 and shall remain in effect until terminated as set forth in this Agreement.

Section 3. PAYMENT OF FEES AND REIMBURSEMENT OF COSTS

A. Plan Check and Inspection Services.

- 1. Beginning on January 29, 2014, and continuing until the City adopts the County's DCD fee schedule, as compensation for providing Plan Check and Inspection Services to the City, the City shall pay the County monthly for all Plan Check and Inspection Services provided to the public under Section I.A. in Attachment A. The amount of the City's payments to the County during this period shall be calculated by multiplying the amount of time County staff performed Plan Check and Inspection Services specified

in Section I.A. in Attachment A, by the applicable billing rates in Exhibit A to this Agreement.

2. After the City adopts the County's DCD fee schedule, as compensation for providing Plan Check and Inspection Services to the City, the County will collect and retain all City fees paid by the public for Plan Check and Inspection Services provided to the public under Section I.A. in Attachment A, except the City's 40% land development surcharge. On or before the 15th day of each month, the County will remit payment to the City in the amount of the City's 40% land development surcharge revenue collected by the County during the preceding month.
- B. Code Enforcement and Planning Services. The City shall pay the County monthly for all Code Enforcement and Planning Services performed by the County during each month under Sections I.B. and II. in Attachment A. The amount of each of City's monthly payments to the County shall be calculated by multiplying the amount of time County staff performed Code Enforcement and Planning Services specified in Sections I.B. and II. in Attachment A, by the applicable billing rates in Exhibit A to this Agreement.
- C. DCD will invoice the City for Code Enforcement and Planning Services for each month on the 10th day of the following month.
- D. The City shall pay DCD within 30 days of receipt of an invoice from DCD.
- E. DCD will provide the City monthly reports showing permit activity within the City, and the amount of land development surcharge fees collected by DCD and returned to the City.

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:

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

CITY: Phil Batchelor
City Manager
City of Hercules
111 Civic Drive, Hercules, CA 94547
(510) 799-8200

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.
- 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 cured 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 Department of Conservation and Development, 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.

[Remainder of page intentionally left blank – Signatures on next page.]

CONTRA COSTA COUNTY

By: Jason Crapo
Jason Crapo
Deputy Director
Conservation and Development

Dated: 2/26/14

Approved as to form:

By: [Signature]
Deputy County Counsel

Dated: 3/4/14

CITY OF HERCULES

Phil Batchelor
Phil Batchelor
City Manager
City of Hercules

Dated: 2/18/2014

Approved as to form:

Patrick Tany
City Attorney

Dated: 2.13.14

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE COUNTY'S CONSERVATION AND DEVELOPMENT DEPARTMENT TO THE CITY'S PLANNING DEPARTMENT

I. BUILDING INSPECTION SERVICES

A. Plan Check and Inspection Services

1. Building and grading plan check services to determine compliance with applicable State and City codes.
2. Building and grading inspection services for permits issued.
3. Supervise building and grading plan check and inspection operations and function in the capacity of Building Official as defined in applicable State and City codes.

B. Code Enforcement

1. At the request of, and as directed by the City, through the Director, DCD staff will investigate complaints regarding zoning and/or building code violations.
2. Investigations, inspections and other code enforcement actions will follow the requirements of the current building code, as adopted by the City, and applicable provisions of the City's Municipal Code.
3. The cost of code enforcement services will be billed to the City at the hourly billing rates specified in Exhibit A.
4. The role of County Building Inspection staff is limited to code enforcement inspections and investigations. The City will 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 will 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.

II. PLANNING SERVICES

- A. At the request of, and as directed by the City, through the Director, DCD staff will review planning applications consistent with the requirements of the City's Municipal Code, General Plan and other applicable laws and regulations.**
- B. At the request of, and as directed by the City, through the Director, DCD staff will supervise the activities of consultants hired by the City in connection with land development projects.**
- C. The cost of all planning services will be billed to the City at the hourly billing rates specified in Exhibit A.**

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EXHIBIT A

DCD Hourly Billing Rates For FY 2013-2014

Position/Title	Hourly Rate
Building Inspector II	130.00
Senior Building Inspector	145.00
Plan Checker II	105.00
Senior Plan Checker	120.00
Senior Structural Engineer	190.00
Principal Structural Engineer	210.00
Planner I	110.00
Planner II	135.00
Planner III	175.00
Principal Planner	195.00
IT Support	165.00