

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *D-2

Urgent Routine

AGENDA DATE June 22, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Department of Planning and Community Development to Negotiate and Enter into an Agreement to Provide Building Inspection and Plan Check Services to the City of Oakdale Effective July 1, 2010

STAFF RECOMMENDATIONS:

1. Authorize the Director of Planning and Community Development to negotiate and enter into an agreement to provide building inspection and plan check services to the City of Oakdale.
2. Authorize the Director of Planning and Community Development to negotiate final terms and conditions and to sign the agreement and other necessary documents to implement the agreement.
3. Authorize the Director of Planning and Community Development to make minor modifications to the draft agreement and scope of work as deemed necessary by both parties to implement the overall purposes of the agreement over the life of the agreement.

FISCAL IMPACT:

All costs of administering and implementing the agreement will be borne by the City of Oakdale. Based on the last two years of building permit activity in the City, it is estimated that annual revenue generated from the contract would be approximately \$80,000.

BOARD ACTION AS FOLLOWS:

No. 2010-388

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize for the Department of Planning and Community Development to Negotiate and Enter into an Agreement to Provide Building Inspection and Plan Check Services to the City of Oakdale Effective July 1, 2010

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DISCUSSION:

The City of Oakdale (City) released a Request for Proposals (RFP) in March 2010 seeking a qualified consultant or consulting firm to assist the City in providing comprehensive building safety services on an ongoing basis to supplement the services of their Community Development Department. The Stanislaus County Department of Planning and Community Development (Department) responded to the request and submitted a proposal to the City.

The Department has provided similar building safety services to the City of Ceres for just under 12 years. This has been a good partnership.

The City of Oakdale staff contacted the Department in early May 2010 to discuss the proposal and to consider developing an Agreement between the City and County to provide the services. The Department and the City have been meeting over the past month to negotiate details of an Agreement.

The attached Draft Agreement for Building Inspection and Plan Check Services was presented to the City Council for consideration, and on June 7, 2010, the City Council approved a resolution (5-0) authorizing the City Manager to execute an Agreement for Comprehensive Building Permit, Plan Check and Inspection Services, between the City of Oakdale and Stanislaus County Department of Planning and Community Development. That same evening, the City additionally authorized a separate contract with Stanislaus County Fire Warden's Office for specific fire prevention services including plan review and field inspections.

The Building Services Agreement would become effective July 1, 2010, would continue indefinitely, and includes a baseline scope of work. The County will work with the City of Oakdale on an ongoing basis to define the appropriate model for the provision of desired services, and modify those services as deemed appropriate by both parties.

Based on the Agreement, the County would provide all building inspections services, building plan check services, other administrative services, and enforcement services as are customarily and reasonably required for the construction, remodel, or modification of residential, commercial, public or industrial structures in the City of Oakdale. All services performed would be performed by County employees or contractors who are qualified and certified in plan checking and building inspection.

Additionally, the Chief Building Official for the County will serve as the Building Official for the City of Oakdale and will perform those duties and responsibilities customarily and legally required of the Building Official. The Building Official, in cooperation and consultation with the City's Community Development Director, will manage the services performed pursuant to this Agreement and would be available to meet with City staff and with the customers or others, as needed, on a reasonable basis.

Approval to Authorize for the Department of Planning and Community Development to Negotiate and Enter into an Agreement to Provide Building Inspection and Plan Check Services to the City of Oakdale Effective July 1, 2010

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POLICY ISSUES:

The Board of Supervisors should determine whether or not approval of this item would be consistent with the Board priorities of a safe community and effective partnerships.

STAFFING IMPACTS:

The tasks associated with this Agreement will be performed by staff from the Building Permits Division of the Department of Planning and Community Development. The Division has experienced significant reductions in staff over the past two years, and based on an analysis of projected workload, the Department anticipates the need for an additional resource and will fill an existing vacant position. Funds to cover the cost of the position are, and will be, available from the revenues generated by the Agreement with the City of Oakdale.

CONTACT PERSONS:

Kirk Ford, Planning & Community Development Director. Telephone (209) 525-6330
Steve Treat, Chief Building Official. Telephone (209) 525-6557

ATTACHMENTS:

1. Draft Agreement for Building Inspection and Plan Check Services
2. City of Oakdale City Council Report

BUILDING INSPECTION AND PLAN CHECK SERVICES AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus ("County"), and the City of Oakdale ("City") (collectively, the "Parties").

RECITALS

WHEREAS, City has indicated the relationship with the County is working well and, County is able to provide building inspection services to City at a lower cost than such services could be provided by City and,

WHEREAS, County's building inspection personnel are trained and qualified to deliver competent, timely, and efficient building inspection services required by City; and,

WHEREAS, County is willing and able to assist City in an effort of partnership between the two agencies to provide cost effective building inspection services to the City which will maximize customer service and emphasize efficiency of operations, as provided in the terms and conditions of this Agreement; and,

WHEREAS, Due to the ongoing economic and budget crisis the County is examining the potential for modifying the current structure of the County's Building Permits Division including the possibility of combining services with one or more cities through either an agreement or JPA. In this regard, the Parties intend to evaluate possible regionalization of Building Safety services.

WHEREAS, the parties are authorized to enter into this Agreement pursuant to California Government Code §§ 51300, *et seq.*, and §§54980-54983.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall commence as of July 1, 2010 and continue until terminated (the "Term").
2. **TERMINATION.** In addition to termination by a default, the Agreement may also be terminated (a) At anytime by the mutual agreement of the parties expressed in writing; (b) The City may terminate this agreement without cause upon 90 days prior written notice to the County; (c) The County may terminate this agreement without cause upon 180 days prior written notice to the City.
3. **SURVIVAL.** Paragraphs 18, "Compensation"; 21, "Indemnity"; 25, "Audit"; and 27, "Miscellaneous" will survive termination of this agreement.
4. **BUILDING INSPECTION AND PLAN CHECK SERVICES.** County shall perform such building inspection services and building plan check review services for City as set forth in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by this reference. County shall also provide miscellaneous inspection and plan check services as requested by the City and mutually agreed upon by both "Parties".
5. **COUNTY MAY SUBCONTRACT PLAN CHECK SERVICES.** Circumstances may prevent the County from timely completing plan check services. Accordingly, County may, as it deems necessary to meet the time requirements of Section 16, engage the services of a qualified subcontractor to provide plan-checking services. Any additional costs incurred shall be born by the County. The City shall pay that portion of the costs it would have incurred had the County performed the service.

6. **EXPEDITED PLAN CHECK SERVICES.** If an City applicant requests expedited plan check and review, County may charge the applicant for any additional costs incurred by County in providing the expedited service. If expedited plan check is requested by a City applicant, the County may approve the request so long as it does not impact the timelines for any other City or County plan checks, unless they City authorizes the delay of other City plan checks.
7. **MISCELLANEOUS SERVICES.** County shall perform the following miscellaneous services for the City:
 - 7.1. **Pre-Development Meetings:** The County Chief Building Official or his or her designee will attend pre-development meetings upon request, subject to scheduling with one-week prior notification.
 - 7.2. **Review Development Proposals from Planning Department:** Upon request, the County shall review development proposals and conditions that should be imposed upon a development proposal to insure compliance with all Local, State, and Federal building standards.
 - 7.3. **Community Block Grant Applications:** Upon request, the County shall provide building standards and project design assistance to the City in the preparation of Community Block Grant applications.
8. **INSPECTION AND PLAN CHECK OF CITY PROJECTS.** For the construction of public buildings owned or leased by the City:
 - 8.1. The County shall charge the City for plan check services the actual number of hours required by County plan check engineer to complete the initial plan check computed at the rate specified in the attached fee schedule. After the initial plan check is completed there shall be no charge by the County for the first subsequent recheck of the plans. Subsequent rechecks will be charged per hour with a half-hour minimum charge.
 - 8.2. The County shall charge the City for building inspection services at the rate specified in the attached fee schedule.
9. **EMERGENCY INSPECTION SERVICES.** Upon request of the City, and on an emergency basis, County shall provide such inspection services as may be required to determine the safety of buildings after damage due to events such as accidents, fire and/or explosion, earthquakes or other natural or man-made disaster. The County shall provide the City with a list of emergency telephone numbers.
 - 9.1. In the event of any extraordinary circumstances such as flood, fire, earthquakes that require the County to expend extreme or unforeseeable expenses, the City shall upon County's request, reimburse the County for those expenses at the salary rate as set forth in the attached fee schedule.
10. **PROCESSING PERMIT FEES, SCHOOL FEES, PUBLIC FACILITY FEES, CITY FEES AND LIENS FOR THE PAYMENT OF FEES.** All development fees customarily collected upon issuance of building permit including, without limitation, County or City public facility fees and other customary fees (e.g., fire, health, school, etc.) shall be collected by either party upon mutual agreement. All holds placed on building permits for collection of fees shall be duly noted and collected before issuance of said permit. County will accept liens for fees customarily deferred to final inspection and shall not conduct a final inspection or issue a Certificate of Occupancy without verification of payment of all fees.
11. **MONITORING OF CUSTOMER SATISFACTION.** The Parties shall cooperatively develop a customer satisfaction and monitoring program to be provided to the City and our customers at

six month intervals. The survey will endeavor to assess the quality and timeliness of the County's plan checking and inspection services as well as the City counter administration services provided. Should the Parties determine, based upon the customer comments, that there is a need to have an additional customer service survey to assess performance under the Agreement, the Parties shall conduct such a survey as soon as practical. The Parties shall cooperatively develop and agree upon the form content and method of implementing the customer service-monitoring program. The costs associated with monitoring customer satisfaction shall be born equally by the Parties.

12. **BUILDING OFFICIAL.** The Chief Building Official for County shall serve as the Building Official for the City of Oakdale and shall perform those duties and responsibilities customarily and legally required of the building official. The Building Official, in cooperation and consultation with the City's Community Development Director shall manage the services performed pursuant to this Agreement and shall be available to meet with City staff and with the customers or others, as needed, on a reasonable basis.
13. **PLACE OF PERFORMANCE.** Except as provided below, all administration and the provision of services required by this Agreement shall be performed at County's Building Permits Division, 1010 10th Street, Suite 3400, Modesto, Ca.
14. **COUNTY ON-SITE PERSONNEL.** County shall provide the number of building inspectors for duty at the City for the number of hours per week determined by the City to be necessary for the performance of the services required by this Agreement. City will consult with the County regarding any change in the number of building inspectors and the duty hours a reasonable period of time prior to the implementation of the change. County will, at all times, endeavor to provide staff acceptable to City. The City will determine the hours of service of building inspector(s) at the City counter necessary to provide adequate service to the public. The County Building Official will confer with the City's Community Development Director regularly to assure local control consistent with this Agreement over the quality of service and to identify goals and programs that create a safer community.
15. **CITY ON-SITE PERSONNEL.** The City will provide, at its sole expense, a City Permit Technician, who will work forty (40) hours per week. The Permit Technician will perform various administrative duties including, but not limited to, the following:
 - 15.1. Prior to the issuance of a permit, the Permit Technician will verify:
 - a. That all required departments and agencies have approved the plans (City Fire, Public Works, Planning, Stanislaus County Hazardous Materials Division, and San Joaquin Unified Air Pollution Control District).
 - b. That all required fees to outside agencies have been paid (City, Schools, and County).
 - c. That contractors have current State licenses, City business licenses, and Worker's Compensation insurance.
 - 15.2. To the extent of the City Permit Technician's level of expertise, answer inquires of the public relating to building code and safety code regulations, and process permit applications which are consistent with the technician's level of knowledge and training.
 - 15.3. Provide administrative service to coordinate with the County for the performance of building inspection services.
 - 15.4. The City will provide, at its sole expense, one City Building Inspector, who will work an adequate and appropriate number of hours per week to provide field building inspection services. (The County will provide back-up and extra-help Inspection services on an as-needed basis.)

15.5. The City's Community Development Director, in consultation with the County Chief Building Official, shall have the authority to determine the priority of building inspections among projects awaiting building inspection services, and to determine the level or intensity of inspection services required for specific projects.

16. **TIME PERFORMANCE STANDARDS.** Inspection requests made before 4 p.m. Monday through Friday will be honored the following working day. Inspection requests made after 4 p.m., Friday, and during the weekend, will be honored the following Tuesday. Inspections will be completed within 24 hours of the requested inspection, excluding weekends and holidays.

16.1. Weekend inspections may be arranged on an as-needed basis with a 48-hour prior notification and staff availability.

16.2. Plan checks will be performed as follows:

a. Over-The-Counter – Oakdale

Patio covers, pools, small garages, service changes, and re-roofs are typically done over the counter, contingent upon planning approval and usage of County standard plans.

b. County

1. Single-family custom homes with one elevation and no options – allow 10 working days for first plan review.
2. Single-family tract homes with multiple floor plans, multiple evaluations, plan options and models and second-story additions to an existing residence – allow 15 working days for first plan review.
3. Other residential additions/alterations, including any conventionally framed structure, addition/remodel, non-conditioned detached accessory structure 120 square feet or more, and the conversion of garage/patio cover to living space—allow 3-5 working days for first plan review.
4. Small commercial tenant improvements – allow 10 working days for first review.
5. Large tenant improvements and new commercial buildings – allow 15 working days for first plan review.
6. In the event plans are resubmitted for plan check, the subsequent plan check shall be completed within 3-7 working days from the date resubmitted. After the third resubmittal, the County will consult with the City regarding the reasons for the extended plan check review. In such cases, the City may impose an additional charge for continued plan check services.

16.3. Copies of the plan check letters shall be provided to the City.

16.4. City may confer with County regarding any request by the County to adjust the above time performance standards. City shall make the final decision regarding the performance standards.

16.5. County shall on a monthly basis provide to City a plan checking log for City plans only, which shall contain the following information:

- a. The date each set of plans were provided to the County.

- b. The date the first plan check letter is sent or phone call made to applicant/designer.
- c. A record of the date of any subsequent plan resubmittal plan the Plans are returned back to the City or the project
- d. The date approved plans are returned to City.

16.6. The parties agree to cooperate to implement an automated information system as soon as practicable.

17. **CITY CONTRACT ADMINISTRATOR.** The responsible party for the administration of this Agreement shall be the City Community Development Director, or such other person as may be assigned by the City Manager.
18. **COMPENSATION** City shall pay County for the performance of the services specified herein in accordance with the fee schedule attached hereto as Exhibit B.
19. **HOURS OF OPERATION.** The hours when services are provided pursuant to this Agreement, shall be consistent with the hours that City Building Department is open to the public, subject to Board of Supervisors approved mandatory furlough days.
20. **ALL PERSONNEL SHALL BE COUNTY EMPLOYEES.** All personnel provided by County in the performance of this Agreement shall be County officers, employees, or contractors while engaged in such performance. City shall have no liability for any salaries, wages, workers compensation, or incidental personnel expenses to County beyond the compensation specified in the Agreement.
21. **INDEMNITY.**
 - 21.1. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.
 - 21.2. City, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.
22. **INSURANCE.** Each party to this Agreement shall, for the duration of this Agreement or any extension thereof, keep up and maintain general liability and automobile insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering the negligent acts or omissions of their respective officers, employees or contractors while engaged in the performance of any and all services or activities by this Agreement.
 - 22.1. Each party shall also maintain workers compensation insurance for their respective employees as is required by law.

22.2. Insurance required under this Agreement may be self-insurance, pooled insurance, or commercial insurance. Each party represents and warrants that at all times during the term of this Agreement, including extensions, it has or maintains the required insurance coverage, and, upon request, shall provide satisfactory proof of such coverage to the other party.

23. **SUPPLIES, EQUIPMENT AND MATERIALS.** Unless otherwise required by this Agreement, County shall provide all supplies, equipment, and materials needed for the performance of the services required under this Agreement: except that City shall, at its own expense, provide such supplies as may be needed for services performed at the City Office site pursuant to paragraph 10 of this Agreement.
24. **DEFAULT.** In the event of a material default in the performance of the Agreement, by either party, the party to whom an obligation is owed will provide the defaulting party with a notice of default. The defaulting party shall have a reasonable period to perform or to cure the alleged default given the nature and circumstances of the default, which in no case, shall be less than thirty (30) days. In the event of continued non-performance, the parties shall have the right to immediately terminate this Agreement and to pursue any and all available legal remedies. In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including attorney's fees.
25. **AUDIT.** County agrees that relevant records shall be made available to City for audit and examination upon written request by City at least ten (10) working days prior to the commencement of the audit and examination. Any information received by City pursuant to such request shall be confidential and shall not be directly or indirectly disclosed to others except upon prior written approval of County, and except to the extent they are a public record under state or federal law.
- 25.1. Upon any termination of this Agreement all records regarding inspections or plan checking services shall be the property of the City, and the County shall provide all such original records to the City within 90 days of termination. The County shall be entitled to copies of all such records provided it pays for the cost of duplication.
26. **NOTICES.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

a. County:
Steve Treat, Chief Building Official
Building Permits Division
Department of Planning and Community Development
1010 10th St., Suite 3400
Modesto Ca. 95350

b. City:
Danelle Stylos, Community Development & Services Director
City of Oakdale,
120 South Sierra Avenue
Oakdale, CA 95361

27. MISCELLANEOUS PROVISIONS

- 27.1. Modification Only in Writing: The terms and conditions of this Agreement may be changed or modified only by the mutual written consent of the parties. Any amendment must be in writing and expressly state that it is amending this agreement. The parties further agree that they will negotiate in good faith with regard to any changes or modifications of this Agreement sought by either party.
- 27.2. No Waiver. Failure to enforce any provision will not constitute a waiver.
- 27.3. Entire Agreement: This Agreement contains the entire Agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect.
- 27.4. Severability: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 27.5. Successors and Assigns: This agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.
- 27.6. Duplicate Counterparts: This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.
- 27.7. Agreement to Perform Necessary Acts: Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duplicate on _____.

CITY OF OAKDALE

COUNTY OF STANISLAUS

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**John Doering
County Counsel**

By: _____

By: _____

City Attorney

**Thomas Boze
Deputy County Counsel**

ATTEST:

APPROVED AS TO CONTENT:

By: _____

By: _____

City Clerk

**Kirk Ford
Director, Department of Planning and
Community Development**

By _____

Mayor

EXHIBIT A

SCOPE OF DUTIES AND RESPONSIBILITIES

GENERAL

The County will provide all building inspections services, building plan check services, other administrative services, and enforcement services as are customarily and reasonably required for the construction, remodel, or modification of residential, commercial, public or industrial structures in the City of Oakdale. All services performed shall be performed by County employees or contractors who are qualified and certified in plan checking and building inspection.

SECTION I

ADMINISTRATIVE

1. County employees shall calculate County Public Facility Fees. City employees shall calculate City Capital Facility Fees.
2. County employees shall answer public inquires as they relate to the above building and safety codes and regulations.
3. County employees will assist the City in evaluating potential process improvements, including, but not limited to building permit intake, processing, issuance and inspection; permit tracking and software acquisition;; code adoption; and other related administrative activities.

BUILDING INSPECTION SERVICE (As needed)

1. Inspect buildings and structures, for which permits have been issued, for compliance with the approved plans, and all applicable city, state and federal building and safety codes and ordinances.
2. Inspect for compliance with conditions of approval set forth by City's Planning Department, Planning Commission, or City Council.
3. With assistance of City Permit Technician coordinate inspection services with with the City Fire Department, Environmental Health, and other governmental agencies providing services and/or having jurisdiction over certain aspects of a development project.
4. Provide timely, efficient inspection service.
5. Issue stop/correct work notices or notices of violation when violations of the above referenced codes and regulations occur.
6. Ensure all other departments and agencies have approved the project prior to signing off final inspection and/or issuing a Certificate of Occupancy.
7. Coordinate with various City and County agencies, departments, when more than one discipline is required in order to obtain compliance with the above building and safety codes and regulations.

8. Re-inspection fees will be charged after the first re-inspection at the current weighted labor rate
9. Permit expiration – Note that permits expire after (2) years and can be extended by the payment of an additional fee.

BUILDING ENFORCEMENT

1. Provide technical expertise and building inspections necessary for enforcement of all uniform codes, which are published and adopted by the State of California (Title 24 and 25, as applicable) and "which" may be duly modified by City. County will investigate complaints regarding any violation of the above codes, and within 24 hours of receipt of a complaint shall report the findings of such investigation to the complainant. The County will provide all enforcement action to the point legal action is required
2. Provide inspection, investigation, and enforcement of violations to all of the above referenced building and safety codes and regulations, when assistance is requested by the City's Code Enforcement Officer.
3. Provide miscellaneous inspection services as mutually agreed upon by the parties.

SECTION II

BUILDING PLAN CHECK REVIEW

1. Perform architectural and structural review of buildings and structures for compliance with applicable state laws, building codes, city ordinances, City conditions of approval, and acceptable engineering practices. The City shall provide County plan check engineer copies of any City imposed conditions of approval that are applicable to projects requiring building inspection services.
2. Perform plumbing, mechanical, and electrical plan check for buildings and structures for compliance with applicable codes.
3. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
4. Check for compliance with State Title 24 (Energy and Handicap Codes), Essential Buildings, Congregate Care Facilities and Conservation of Existing Building Codes as appropriate.
5. Review and approve building structural revisions required during construction.
6. Plan check for compliance with conditions of approval set forth by the City's Planning Department, Planning Commission and/or City Council.
7. With assistance of City Permit Technician coordinate plan check services with City Fire Department, Environmental Health, and other governmental agencies providing services, and/or having jurisdiction over certain aspects of a development project, including, as appropriate, the County Fire Warden, City Planning, and City Public Works.
8. The above plan review shall apply to City public buildings.

SECTION III

ADMINISTRATION

1. Function as the Building Official as set forth in Appendix Chapter 1, Administration, Section 103 of the California Building Code, in other references in the model codes and local ordinances, and as specified by state law. **(NOTE: County will not be responsible for adoption of City building codes, but staff will work with City staff to coordinate adoption of compatible codes)**
2. For changes in occupancy, after verification of compliance, issue the Certificate of Occupancy for buildings and structures or a list of corrections that must be made before the certificate can be issued.
3. Coordinate building permit and plan check, building inspection, and other building code enforcement services so that they function as a cohesive building inspection department.
4. Advise the City and prepare the appropriate documents regarding the necessity and content of code adoption and/or amendments.
5. Make determination of the approval and use of alternative materials and methods of construction.
6. Assist in the presentation of appeals
7. Prepare building and safety code violation cases for submittal to the City Attorney when prosecution action is necessary to obtain compliance with the above codes and regulations.
8. The Building Official shall make final interpretation of the application of building and safety codes. However, should there be a dispute with a customer or the City Administrator regarding such interpretations, the Building Official shall consult in good faith with the City Administrator before final implementation of such determinations.
9. Perform reasonable administrative building and safety related duties.
10. Perform miscellaneous plan check services as mutually agreed upon by the parties

SECTION IV

TYPICAL PERMIT PROCESSING

The County will typically follow the steps defined below with modifications as desired by the City:

1. Administration:
 - City provides a Counter Technician in Oakdale for day-to-day public contact and permit intake, fee collection, and permit issuance. (County provides backup as needed)
 - City and County tracks permits through the existing City computer software
 - County provides Plan Check, Inspection and Chief Building Official services
 - County tracks plan checks and inspections through spreadsheet and software
 - County provides code interpretation and Chief Building Official services

- City adopts their own fees

2. Inspections:

- County receives phone requests for inspections at 1010 10th Street
- County schedules inspections for the next day if calls are received by 4P.M. the previous day
- The inspector (City or County) goes to Oakdale each day and picks up the permits for inspections for the day
- Inspector does the field inspection and returns to Oakdale to do paperwork if necessary
- The files and permits are kept at Oakdale
- Oakdale provides a counter tech on-site in Oakdale all day
- County provides back-up for counter work.

3. Plan Check:

- Field Inspector picks up new plans each day
- County routes to our County Plan Checkers (including Fire and Environmental Resources) who write and send out Plan Check letters
- Oakdale Technician routes plans to City Departments (Planning and Public Works).
- Field Inspector returns the Plans to Oakdale once the first round of review is complete
- Revisions to plans are handled the same way (although we do occasionally accept revisions directly here in the County offices)

4. Fees:

- All Fees are collected by Oakdale

5. Permit Tracking:

- Done at Oakdale through Oakdale's Software Tracking System

EXHIBIT "B"

BUILDING INSPECTION SERVICES WEIGHTED LABOR RATE

PLUS OVERHEAD

<u>Position</u>	<u>Hourly Rate</u>
Chief Building Official	\$100
Plan Check Engineer	\$85
Building Inspector III	\$75
Financial Manager	\$75
Staff Services Coordinator	\$70
Building Inspector II	\$70
Building Inspector I	\$60
Application Specialist	\$60
Admin Clerk III	\$45
Admin Clerk II	\$40
Account Clerk	\$40

This is the current weighted labor rate plus overhead as of the date of this Agreement.

Indicates the current rate for both the inspector assigned to City of Oakdale and the inspector that will assist with daily inspections as needed.

BUILDING INSPECTION SERVICES.

For the services identified in Exhibit A of the agreement of _____ Section I of this Agreement, City shall pay to County as compensation for services performed by the County, the weighted with overhead hourly salary cost for each building inspector providing building inspection services to the City, payable on a monthly basis, commencing July 31, 2010, and each month thereafter as per contract. The weighted with overhead hourly salary costs are provided in Exhibit B, attached hereto. The County shall notify the City in writing of any changes to the weighted with overhead hourly salary cost at least 120 days before such changes are implemented.

Invoices submitted for payment by the County shall contain, at a minimum, the date of inspection, name of inspector, permit number associated with each inspection, and the amount of time billed. The City shall determine the appropriate form in which invoices shall be submitted. The county agrees to work cooperatively with the City towards more detailed accounting of inspection services reporting.

PLAN CHECK REVIEW SERVICES.

For the services identified in Exhibit A, Section II of this Agreement, City shall pay to County as compensation for services performed by the County (excluding over-the-counter plan checks) a sum equal to 75% of 65% of the total plan check fee amount collected on each permit application, commencing July 1, 2010. Payments shall be made on a quarterly basis.

|

COMPENSATION FOR ADDITIONAL SERVICES.

City shall compensate County for additional services requested at the weighted with overhead hourly salary rate of County employee providing inspection services or plan checking services. The rates stated herein include all necessary supplies, materials, vehicles, etc., required to perform the requested service and are subject to modification based upon County's salary scheduled. Additional services are defined as all services which are not identified in the body of this agreement or any attachment to this agreement.

County shall submit to City for payment an invoice for all additional services provided under this section. City agrees to pay such invoices in full within 30 days of the date of receipt. Should a dispute exist regarding any charges for additional services, the City's Community Development Director and the County's Building Official shall meet and in good faith attempt to reach an amicable settlement of the dispute prior to any legal action being taken by either party.

DRAFT



**City of Oakdale
City Council Staff Report**

Date: June 7, 2010
To: City Council
From: Danelle Stylos, Community Development and Services Director
Subject: Authorizing City Manager to Execute Contract with Stanislaus County for Professional Building and Fire Services

I. BACKGROUND

In June 2009, the City of Oakdale's Chief Building Official retired and since that time, the City has provided building official services utilizing contractual services of CSG Consultants, Inc. During this past year, the City has experienced a continued reduction in building department activity and has been forced to further reduce the City work force in this division through the layoff of the Senior Building Inspector (April, 2010). After considering additional operational efficiency Staff advised the City Council that it explore further the option of contracting the comprehensive building permit, plan check and inspection services, including fire inspection services.

II. DISCUSSION

In March 2010, the City submitted a request for proposals for building and fire inspection services and widely distributed the RFP to interested firms as well as posting the information on the City's website. Following the 45-day RFP period, the City received seven proposals, each offering a range of services requested in various arrangements of staff composition, service availability and costs.

After a thorough review of each proposal, it was clear that contractual services could work to meet the City's legal obligation to ensure the safe and legally proficient building permit, plan check and inspection services. Of great concern to the City was retaining the highest possible levels of "customer service" standards to our citizens and development "community" in a cost-effective manner. After considering all proposals the City is recommending acceptance of a formal services contract with one of the respondents: Stanislaus County Department of Planning and Community Development to provide supplemental contract building and fire permitting, plan check and inspection services. Of note is the fact that the City of Ceres presently contracts with the County for all building plan check and inspection services with favorable results to the City and the city customers.

Unique to the County's formal proposal was great flexibility in providing all, or any portion, of a comprehensive range of professional services through highly-qualified staff. Best of all, through subsequent negotiation with applicable County representatives, this proposed contractual agreement will allow the City to retain one city employee, the current Building and Fire Inspector Brian Odom, as a full-time member of the new Building Division team. Mr. Odom will continue to work on-site on a full-time basis and serve as the day-to-day contact, or

"local face" to Oakdale citizens and builders/contractors. The County staff, including the County Chief Building Official Steve Treat, will provide full coverage of **all** anticipated building and fire plan check and inspection needs for all types of building and development projects that could be expected to arise. By utilizing the County's professional building division team, our permit holders and building applicants will have full access to a wide range of specialty inspectors and plan checkers within a very close geographical range, minimizing delays due to time or distance. As the plan check or inspection workload fluctuates, or as illnesses or unexpected absences arise, the County's proposal provides for other Oakdale-based staff members to quickly step in on a local need. In reviewing all hourly costs for specialized inspectors, plan check services, and the Chief Building Official services, the County was simply the most cost-effective. As a "local" provider, the County was able to offer these services only as the City needs them, rather than most of the other contractual options that included full-time coverage by a designated specialist to "cover the counter" even though the actual need may not be present.

Additionally, a very strong point that the County proposal offered is their current electronic records update project, nearing execution, which will update the electronic building permit and inspection tracking system and electronic records of approved plans. This was an important element requested in the City's RFP. The County has been studying available options for the past year (including a detailed review of available software vendors that Oakdale has been considering) and plans to move ahead with a system that will include this service for Ceres (and perhaps other local cities). As a "member" of the County's team, Oakdale could greatly benefit by participating in this electronic upgrade with minimal software costs through shared use with the County providing full IT support accessory to their services. Finally, the County has staff to provide assistance responding to the expanding and contracting nature of development. This new collaboration of staff and services would allow local staff to continue the daily building, fire and public works inspection services and the County would supplement the additional staff when required.

A proposed agreement has been negotiated between each party and reviewed by the City Attorney and County Counsel. The costs for all contractual services offered through this proposed agreement will be fully offset through building permit, plan check and inspection fees. Additional revenue expected in the City's Development Services Fund also fully offsets the costs of maintaining a "local presence" by the one remaining full-time city combination inspector who will coordinate related activities from the City's "side" under general direction from Community Development Director Stylos.

III. FISCAL IMPACTS

Entering into this agreement, as recommended, will secure building and fire services as needed with funding for this service provided from the Development Services Fund (building permit, inspection and plan check fees) and there is no impact to the Oakdale General Fund.

IV. RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution directing the City Manager to finalize and execute an Agreement for Consultant Services with Stanislaus County to provide contract building and fire inspection services to the City of Oakdale.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution – Includes Exhibit A: Proposal to Provide Contract Planning Services to the City of Oakdale

Attachment B: Consultant Agreement—Includes Exhibit A Rates for Professional Services



**IN THE CITY COUNCIL
OF THE CITY OF OAKDALE
STATE OF CALIFORNIA**

CITY COUNCIL RESOLUTION 2010-XX

**RESOLUTION OF THE CITY OF OAKDALE CITY COUNCIL
AUTHORIZING CITY MANAGER EXECUTION OF A CONTRACT BETWEEN
THE CITY OF OAKDALE AND STANISLAUS COUNTY FOR
PROFESSIONAL BUILDING AND FIRE SERVICES**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale Community Development and Services Department has a need for comprehensive building permit, plan check and inspection services, including fire inspection and services due to the continued reduction in building permit activity, and as a result, reduction in the City work force in this division; and,

WHEREAS, in March of 2010, the City distributed a Request for Proposals for comprehensive building and fire inspection services to interested firms to address inspection services for ongoing building permit requests and associated services; and,

WHEREAS, following the 45-day RFP period, the City received seven proposals, each offering a range of services, in various arrangements and staff composition, service availability and costs; and,

WHEREAS, following thorough review of all proposals submitted, and in order to provide the highest possible levels of customer service to Oakdale's citizens and development community, in a cost-effective manner, City staff is recommending acceptance of a formal service contract with Stanislaus County Department of Planning and Community Development.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby authorizes a transfer of applicable funds within the Development Services Fund (220) and to execute an Agreement for Comprehensive Building Permit, Plan Check and Inspection Services, including fire inspection and services between the City of Oakdale and Stanislaus County Department of Planning and Community Development, as identified in, and, consistent with the Consultant Agreement.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 7th DAY OF JUNE, 2010 by the following vote:

AYES:	Councilmembers:	()
NOES:	Councilmembers:	()
ABSENT:	Councilmembers:	()
ABSTAIN:	Councilmembers:	()

Attest:

Farrell Jackson, Mayor
City Council

Nancy Lilly, CMC
City Clerk

ATTACHMENT A
DRAFT CITY COUNCIL RESOLUTION



Office of the City Clerk

280 North Third Avenue • Oakdale, CA 95361 • Ph: (209) 845-3571 • Fax: (209) 847-6834

FINANCE DEPARTMENT
280 N. Third Ave.
Oakdale, CA 95361
(209) 845-3571
(209) 847-6834 Fax

COMMUNITY DEVELOPMENT DEPARTMENT
120 S. Sierra Ave.
Oakdale, CA 95361
(209) 845-3625

FIRE DEPARTMENT
Station No. 1:
325 East "G" St.
Station No. 2:
450 S. Willowood Dr.
Oakdale, CA 95361
(209) 845-3660
(209) 847-5907 Fax

PARKS & RECREATION DEPARTMENT
120 S. Sierra Ave.
Oakdale, CA 95361
(209) 845-3591
(209) 845-3692

PUBLIC WORKS DEPARTMENT
455 S. Fifth Ave.
Oakdale, CA 95361
(209) 845-3600
(209) 848-4344

POLICE DEPARTMENT
245 N. Second Ave.
Oakdale, CA 95361
(209) 847-2231
(209) 847-3790 Fax

CITY OF OAKDALE WEBSITE
www.ci.oakdale.ca.us
E-MAIL
information
@ci.oakdale.ca.us

July 1, 2010

Mr. Kirk Ford, Director
Planning and Community Development Department
Stanislaus County
1010 10th Street, Suite 3400, 3rd Floor
Modesto CA 95354

Dear Mr. Ford:

Enclosed is a fully executed Building Inspection and Plan Check Services Agreement for your files.

Thank you.

Sincerely,

Nancy Lilly, CMC
City Clerk

Enc.

cc: Danelle Stylos, Community Development and Services Director

BOARD OF SUPERVISORS
2011 SEP 30 A 9:29

RECEIVED
JUL 07 2010

STANISLAUS CO. PLANNING & COMMUNITY DEVELOPMENT DEPT.

BUILDING INSPECTION AND PLAN CHECK SERVICES AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus ("County"), and the City of Oakdale ("City") (collectively, the "Parties").

RECITALS

WHEREAS, City has indicated the relationship with the County is working well and, County is able to provide building inspection services to City at a lower cost than such services could be provided by City and,

WHEREAS, County's building inspection personnel are trained and qualified to deliver competent, timely, and efficient building inspection services required by City; and,

WHEREAS, County is willing and able to assist City in an effort of partnership between the two agencies to provide cost effective building inspection services to the City which will maximize customer service and emphasize efficiency of operations, as provided in the terms and conditions of this Agreement; and,

WHEREAS, Due to the ongoing economic and budget crisis the County is examining the potential for modifying the current structure of the County's Building Permits Division including the possibility of combining services with one or more cities through either an agreement or JPA. In this regard, the Parties intend to evaluate possible regionalization of Building Safety services.

WHEREAS, the parties are authorized to enter into this Agreement pursuant to California Government Code §§ 51300, *et seq.*, and §§54980-54983.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall commence as of July 1, 2010 and continue until terminated (the "Term").
2. **TERMINATION.** In addition to termination by a default, the Agreement may also be terminated (a) At anytime by the mutual agreement of the parties expressed in writing; (b) The City may terminate this agreement without cause upon 90 days prior written notice to the County; (c) The County may terminate this agreement without cause upon 180 days prior written notice to the City.
3. **SURVIVAL.** Paragraphs 18, "Compensation"; 21, "Indemnity"; 25, "Audit"; and 27, "Miscellaneous" will survive termination of this agreement.
4. **BUILDING INSPECTION AND PLAN CHECK SERVICES.** County shall perform such building inspection services and building plan check review services for City as set forth in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by this reference. County shall also provide miscellaneous inspection and plan check services as requested by the City and mutually agreed upon by both "Parties".
5. **COUNTY MAY SUBCONTRACT PLAN CHECK SERVICES.** Circumstances may prevent the County from timely completing plan check services. Accordingly, County may, as it deems necessary to meet the time requirements of Section 16, engage the services of a qualified subcontractor to provide plan-checking services. Any additional costs incurred shall be born by the County. The City shall pay that portion of the costs it would have incurred had the County performed the service.

6. **EXPEDITED PLAN CHECK SERVICES.** If an City applicant requests expedited plan check and review, County may charge the applicant for any additional costs incurred by County in providing the expedited service. If expedited plan check is requested by a City applicant, the County may approve the request so long as it does not impact the timelines for any other City or County plan checks, unless they City authorizes the delay of other City plan checks.
7. **MISCELLANEOUS SERVICES.** County shall perform the following miscellaneous services for the City:
 - 7.1. **Pre-Development Meetings:** The County Chief Building Official or his or her designee will attend pre-development meetings upon request, subject to scheduling with one-week prior notification.
 - 7.2. **Review Development Proposals from Planning Department:** Upon request, the County shall review development proposals and conditions that should be imposed upon a development proposal to insure compliance with all Local, State, and Federal building standards.
 - 7.3. **Community Block Grant Applications:** Upon request, the County shall provide building standards and project design assistance to the City in the preparation of Community Block Grant applications.
8. **INSPECTION AND PLAN CHECK OF CITY PROJECTS.** For the construction of public buildings owned or leased by the City:
 - 8.1. The County shall charge the City for plan check services the actual number of hours required by County plan check engineer to complete the initial plan check computed at the rate specified in the attached fee schedule. After the initial plan check is completed there shall be no charge by the County for the first subsequent recheck of the plans. Subsequent rechecks will be charged per hour with a half-hour minimum charge.
 - 8.2. The County shall charge the City for building inspection services at the rate specified in the attached fee schedule.
9. **EMERGENCY INSPECTION SERVICES.** Upon request of the City, and on an emergency basis, County shall provide such inspection services as may be required to determine the safety of buildings after damage due to events such as accidents, fire and/or explosion, earthquakes or other natural or man-made disaster. The County shall provide the City with a list of emergency telephone numbers.
 - 9.1. In the event of any extraordinary circumstances such as flood, fire, earthquakes that require the County to expend extreme or unforeseeable expenses, the City shall upon County's request, reimburse the County for those expenses at the salary rate as set forth in the attached fee schedule.
10. **PROCESSING PERMIT FEES, SCHOOL FEES, PUBLIC FACILITY FEES, CITY FEES AND LIENS FOR THE PAYMENT OF FEES.** All development fees customarily collected upon issuance of building permit including, without limitation, County or City public facility fees and other customary fees (e.g., fire, health, school, etc.) shall be collected by either party upon mutual agreement. All holds placed on building permits for collection of fees shall be duly noted and collected before issuance of said permit. County will accept liens for fees customarily deferred to final inspection and shall not conduct a final inspection or issue a Certificate of Occupancy without verification of payment of all fees.
11. **MONITORING OF CUSTOMER SATISFACTION.** The Parties shall cooperatively develop a customer satisfaction and monitoring program to be provided to the City and our customers at

six month intervals. The survey will endeavor to assess the quality and timeliness of the County's plan checking and inspection services as well as the City counter administration services provided. Should the Parties determine, based upon the customer comments, that there is a need to have an additional customer service survey to assess performance under the Agreement, the Parties shall conduct such a survey as soon as practical. The Parties shall cooperatively develop and agree upon the form content and method of implementing the customer service-monitoring program. The costs associated with monitoring customer satisfaction shall be born equally by the Parties.

12. **BUILDING OFFICIAL.** The Chief Building Official for County shall serve as the Building Official for the City of Oakdale and shall perform those duties and responsibilities customarily and legally required of the building official. The Building Official, in cooperation and consultation with the City's Community Development Director shall manage the services performed pursuant to this Agreement and shall be available to meet with City staff and with the customers or others, as needed, on a reasonable basis.
13. **PLACE OF PERFORMANCE.** Except as provided below, all administration and the provision of services required by this Agreement shall be performed at County's Building Permits Division, 1010 10th Street, Suite 3400, Modesto, Ca.
14. **COUNTY ON-SITE PERSONNEL.** County shall provide the number of building inspectors for duty at the City for the number of hours per week determined by the City to be necessary for the performance of the services required by this Agreement. City will consult with the County regarding any change in the number of building inspectors and the duty hours a reasonable period of time prior to the implementation of the change. County will, at all times, endeavor to provide staff acceptable to City. The City will determine the hours of service of building inspector(s) at the City counter necessary to provide adequate service to the public. The County Building Official will confer with the City's Community Development Director regularly to assure local control consistent with this Agreement over the quality of service and to identify goals and programs that create a safer community.
15. **CITY ON-SITE PERSONNEL.** The City will provide, at its sole expense, a City Permit Technician, who will work forty (40) hours per week. The Permit Technician will perform various administrative duties including, but not limited to, the following:
 - 15.1. Prior to the issuance of a permit, the Permit Technician will verify:
 - a. That all required departments and agencies have approved the plans (City Fire, Public Works, Planning, Stanislaus County Hazardous Materials Division, and San Joaquin Unified Air Pollution Control District).
 - b. That all required fees to outside agencies have been paid (City, Schools, and County).
 - c. That contractors have current State licenses, City business licenses, and Worker's Compensation insurance.
 - 15.2. To the extent of the City Permit Technician's level of expertise, answer inquires of the public relating to building code and safety code regulations, and process permit applications which are consistent with the technician's level of knowledge and training.
 - 15.3. Provide administrative service to coordinate with the County for the performance of building inspection services.
 - 15.4. The City will provide, at its sole expense, one City Building Inspector, who will work an adequate and appropriate number of hours per week to provide field building inspection services. (The County will provide back-up and extra-help inspection services on an as-needed basis.)

- 15.5. The City's Community Development Director, in consultation with the County Chief Building Official, shall have the authority to determine the priority of building inspections among projects awaiting building inspection services, and to determine the level or intensity of inspection services required for specific projects.
16. **TIME PERFORMANCE STANDARDS.** Inspection requests made before 4 p.m. Monday through Friday will be honored the following working day. Inspection requests made after 4 p.m., Friday, and during the weekend, will be honored the following Tuesday. Inspections will be completed within 24 hours of the requested inspection, excluding weekends and holidays.
- 16.1. Weekend inspections may be arranged on an as-needed basis with a 48-hour prior notification and staff availability.
- 16.2. Plan checks will be performed as follows:
- a. Over-The-Counter – Oakdale
Patio covers, pools, small garages, service changes, and re-roofs are typically done over the counter, contingent upon planning approval and usage of County standard plans.
- b. County
1. Single-family custom homes with one elevation and no options – allow 10 working days for first plan review.
 2. Single-family tract homes with multiple floor plans, multiple evaluations, plan options and models and second-story additions to an existing residence – allow 15 working days for first plan review.
 3. Other residential additions/alterations, including any conventionally framed structure, addition/remodel, non-conditioned detached accessory structure 120 square feet or more, and the conversion of garage/patio cover to living space—allow 3-5 working days for first plan review.
 4. Small commercial tenant improvements – allow 10 working days for first review.
 5. Large tenant improvements and new commercial buildings – allow 15 working days for first plan review.
 6. In the event plans are resubmitted for plan check, the subsequent plan check shall be completed within 3-7 working days from the date resubmitted. After the third resubmittal, the County will consult with the City regarding the reasons for the extended plan check review. In such cases, the City may impose an additional charge for continued plan check services.
- 16.3. Copies of the plan check letters shall be provided to the City.
- 16.4. City may confer with County regarding any request by the County to adjust the above time performance standards. City shall make the final decision regarding the performance standards.
- 16.5. County shall on a monthly basis provide to City a plan checking log for City plans only, which shall contain the following information:
- a. The date each set of plans were provided to the County.

- b. The date the first plan check letter is sent or phone call made to applicant/designer.
 - c. A record of the date of any subsequent plan resubmittal plan the Plans are returned back to the City or the project
 - d. The date approved plans are returned to City.
- 16.6. The parties agree to cooperate to implement an automated information system as soon as practicable.
17. **CITY CONTRACT ADMINISTRATOR.** The responsible party for the administration of this Agreement shall be the City Community Development Director, or such other person as may be assigned by the City Manager.
18. **COMPENSATION** City shall pay County for the performance of the services specified herein in accordance with the fee schedule attached hereto as Exhibit B.
19. **HOURS OF OPERATION.** The hours when services are provided pursuant to this Agreement, shall be consistent with the hours that City Building Department is open to the public, subject to Board of Supervisors approved mandatory furlough days.
20. **ALL PERSONNEL SHALL BE COUNTY EMPLOYEES.** All personnel provided by County in the performance of this Agreement shall be County officers, employees, or contractors while engaged in such performance. City shall have no liability for any salaries, wages, workers compensation, or incidental personnel expenses to County beyond the compensation specified in the Agreement.
21. **INDEMNITY.**
- 21.1. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.
- 21.2. City, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.
22. **INSURANCE.** Each party to this Agreement shall, for the duration of this Agreement or any extension thereof, keep up and maintain general liability and automobile insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering the negligent acts or omissions of their respective officers, employees or contractors while engaged in the performance of any and all services or activities by this Agreement.
- 22.1. Each party shall also maintain workers compensation insurance for their respective employees as is required by law.

22.2. Insurance required under this Agreement may be self-insurance, pooled insurance, or commercial insurance. Each party represents and warrants that at all times during the term of this Agreement, including extensions, it has or maintains the required insurance coverage, and, upon request, shall provide satisfactory proof of such coverage to the other party.

23. **SUPPLIES, EQUIPMENT AND MATERIALS.** Unless otherwise required by this Agreement, County shall provide all supplies, equipment, and materials needed for the performance of the services required under this Agreement: except that City shall, at its own expense, provide such supplies as may be needed for services performed at the City Office site pursuant to paragraph 10 of this Agreement.

24. **DEFAULT.** In the event of a material default in the performance of the Agreement, by either party, the party to whom an obligation is owed will provide the defaulting party with a notice of default. The defaulting party shall have a reasonable period to perform or to cure the alleged default given the nature and circumstances of the default, which in no case, shall be less than thirty (30) days. In the event of continued non-performance, the parties shall have the right to immediately terminate this Agreement and to pursue any and all available legal remedies. In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including attorney's fees.

25. **AUDIT.** County agrees that relevant records shall be made available to City for audit and examination upon written request by City at least ten (10) working days prior to the commencement of the audit and examination. Any information received by City pursuant to such request shall be confidential and shall not be directly or indirectly disclosed to others except upon prior written approval of County, and except to the extent they are a public record under state or federal law.

25.1. Upon any termination of this Agreement all records regarding inspections or plan checking services shall be the property of the City, and the County shall provide all such original records to the City within 90 days of termination. The County shall be entitled to copies of all such records provided it pays for the cost of duplication.

26. **NOTICES.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

a. County:
Steve Treat, Chief Building Official
Building Permits Division
Department of Planning and Community Development
1010 10th St., Suite 3400
Modesto Ca. 95350

b. City:
Danelle Stylos, Community Development & Services Director
City of Oakdale,
120 South Sierra Avenue
Oakdale, CA 95361


27. MISCELLANEOUS PROVISIONS

- 27.1. Modification Only in Writing: The terms and conditions of this Agreement may be changed or modified only by the mutual written consent of the parties. Any amendment must be in writing and expressly state that it is amending this agreement. The parties further agree that they will negotiate in good faith with regard to any changes or modifications of this Agreement sought by either party.
- 27.2. No Waiver. Failure to enforce any provision will not constitute a waiver.
- 27.3. Entire Agreement: This Agreement contains the entire Agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect.
- 27.4. Severability: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 27.5. Successors and Assigns: This agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.
- 27.6. Duplicate Counterparts: This Agreement may be executed in any number of counterparts, and each such counterpart, executed teletype, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.
- 27.7. Agreement to Perform Necessary Acts: Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement in Duplicate on July 1, 2010

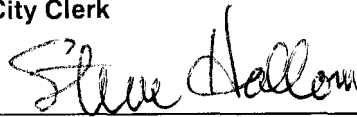
CITY OF OAKDALE

APPROVED AS TO FORM:

By: 
Tom Hallinan
City Attorney

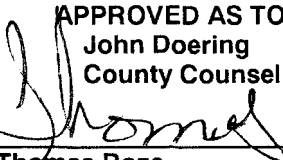
ATTEST:

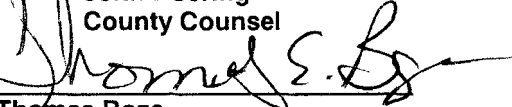
By: 
Nancy Lilly
City Clerk

By: 
Steve Hallam
City Manager

COUNTY OF STANISLAUS

APPROVED AS TO FORM:


John Doering
County Counsel

By: 
Thomas Boze
Deputy County Counsel

APPROVED AS TO CONTENT:

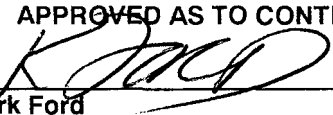
By: 
Kirk Ford
Director, Department of Planning and
Community Development

EXHIBIT A

SCOPE OF DUTIES AND RESPONSIBILITIES

GENERAL

The County will provide all building inspections services, building plan check services, other administrative services, and enforcement services as are customarily and reasonably required for the construction, remodel, or modification of residential, commercial, public or industrial structures in the City of Oakdale. All services performed shall be performed by County employees or contractors who are qualified and certified in plan checking and building inspection.

SECTION I

ADMINISTRATIVE

1. County employees shall calculate County Public Facility Fees. City employees shall calculate City Capital Facility Fees.
2. County employees shall answer public inquires as they relate to the above building and safety codes and regulations.
3. County employees will assist the City in evaluating potential process improvements, including, but not limited to building permit intake, processing, issuance and inspection; permit tracking and software acquisition;; code adoption; and other related administrative activities.

BUILDING INSPECTION SERVICE (As needed)

1. Inspect buildings and structures, for which permits have been issued, for compliance with the approved plans, and all applicable city, state and federal building and safety codes and ordinances.
2. Inspect for compliance with conditions of approval set forth by City's Planning Department, Planning Commission, or City Council.
3. With assistance of City Permit Technician coordinate inspection services with with the City Fire Department, Environmental Health, and other governmental agencies providing services and/or having jurisdiction over certain aspects of a development project.
4. Provide timely, efficient inspection service.
5. Issue stop/correct work notices or notices of violation when violations of the above referenced codes and regulations occur.
6. Ensure all other departments and agencies have approved the project prior to signing off final inspection and/or issuing a Certificate of Occupancy.
7. Coordinate with various City and County agencies, departments, when more than one discipline is required in order to obtain compliance with the above building and safety codes and regulations.

8. Re-inspection fees will be charged after the first re-inspection at the current weighted labor rate
9. Permit expiration – Note that permits expire after (2) years and can be extended by the payment of an additional fee.

BUILDING ENFORCEMENT

1. Provide technical expertise and building inspections necessary for enforcement of all uniform codes, which are published and adopted by the State of California (Title 24 and 25, as applicable) and "which" may be duly modified by City. County will investigate complaints regarding any violation of the above codes, and within 24 hours of receipt of a complaint shall report the findings of such investigation to the complainant. The County will provide all enforcement action to the point legal action is required
2. Provide inspection, investigation, and enforcement of violations to all of the above referenced building and safety codes and regulations, when assistance is requested by the City's Code Enforcement Officer.
3. Provide miscellaneous inspection services as mutually agreed upon by the parties.

SECTION II

BUILDING PLAN CHECK REVIEW

1. Perform architectural and structural review of buildings and structures for compliance with applicable state laws, building codes, city ordinances, City conditions of approval, and acceptable engineering practices. The City shall provide County plan check engineer copies of any City imposed conditions of approval that are applicable to projects requiring building inspection services.
2. Perform plumbing, mechanical, and electrical plan check for buildings and structures for compliance with applicable codes.
3. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
4. Check for compliance with State Title 24 (Energy and Handicap Codes), Essential Buildings, Congregate Care Facilities and Conservation of Existing Building Codes as appropriate.
5. Review and approve building structural revisions required during construction.
6. Plan check for compliance with conditions of approval set forth by the City's Planning Department, Planning Commission and/or City Council.
7. With assistance of City Permit Technician coordinate plan check services with City Fire Department, Environmental Health, and other governmental agencies providing services, and/or having jurisdiction over certain aspects of a development project, including, as appropriate, the County Fire Warden, City Planning, and City Public Works.
8. The above plan review shall apply to City public buildings.

SECTION III

ADMINISTRATION

1. Function as the Building Official as set forth in Appendix Chapter 1, Administration, Section 103 of the California Building Code, in other references in the model codes and local ordinances, and as specified by state law. **(NOTE: County will not be responsible for adoption of City building codes, but staff will work with City staff to coordinate adoption of compatible codes)**
2. For changes in occupancy, after verification of compliance, issue the Certificate of Occupancy for buildings and structures or a list of corrections that must be made before the certificate can be issued.
3. Coordinate building permit and plan check, building inspection, and other building code enforcement services so that they function as a cohesive building inspection department.
4. Advise the City and prepare the appropriate documents regarding the necessity and content of code adoption and/or amendments.
5. Make determination of the approval and use of alternative materials and methods of construction.
6. Assist in the presentation of appeals
7. Prepare building and safety code violation cases for submittal to the City Attorney when prosecution action is necessary to obtain compliance with the above codes and regulations.
8. The Building Official shall make final interpretation of the application of building and safety codes. However, should there be a dispute with a customer or the City Administrator regarding such interpretations, the Building Official shall consult in good faith with the City Administrator before final implementation of such determinations.
9. Perform reasonable administrative building and safety related duties.
10. Perform miscellaneous plan check services as mutually agreed upon by the parties

SECTION IV

TYPICAL PERMIT PROCESSING

The County will typically follow the steps defined below with modifications as desired by the City:

1. Administration:
 - City provides a Counter Technician in Oakdale for day-to-day public contact and permit intake, fee collection, and permit issuance. (County provides backup as needed)
 - City and County tracks permits through the existing City computer software
 - County provides Plan Check, Inspection and Chief Building Official services
 - County tracks plan checks and inspections through spreadsheet and software
 - County provides code interpretation and Chief Building Official services
 - City adopts their own fees

2. Inspections:

- County receives phone requests for inspections at 1010 10th Street
- County schedules inspections for the next day if calls are received by 4P.M. the previous day
- The inspector (City or County) goes to Oakdale each day and picks up the permits for inspections for the day
- Inspector does the field inspection and returns to Oakdale to do paperwork if necessary
- The files and permits are kept at Oakdale
- Oakdale provides a counter tech on-site in Oakdale all day
- County provides back-up for counter work.

3. Plan Check:

- Field Inspector picks up new plans each day
- County routes to our County Plan Checkers (including Fire and Environmental Resources) who write and send out Plan Check letters
- Oakdale Technician routes plans to City Departments (Planning and Public Works).
- Field Inspector returns the Plans to Oakdale once the first round of review is complete
- Revisions to plans are handled the same way (although we do occasionally accept revisions directly here in the County offices)

4. Fees:

- All Fees are collected by Oakdale

5. Permit Tracking:

- Done at Oakdale through Oakdale's Software Tracking System

EXHIBIT "B"

BUILDING INSPECTION SERVICES WEIGHTED LABOR RATE

PLUS OVERHEAD

<u>Position</u>	<u>Hourly Rate</u>
Chief Building Official	\$100
Plan Check Engineer	\$85
Building Inspector III	\$75
Financial Manager	\$75
Staff Services Coordinator	\$70
Building Inspector II	\$70
Building Inspector I	\$60
Application Specialist	\$60
Admin Clerk III	\$45
Admin Clerk II	\$40
Account Clerk	\$40

This is the current weighted labor rate plus overhead as of the date of this Agreement.

Indicates the current rate for both the inspector assigned to City of Oakdale and the inspector that will assist with daily inspections as needed.

BUILDING INSPECTION SERVICES.

For the services identified in Exhibit A of the agreement of _____ Section I of this Agreement, City shall pay to County as compensation for services performed by the County, the weighted with overhead hourly salary cost for each building inspector providing building inspection services to the City, payable on a monthly basis, commencing July 31, 2010, and each month thereafter as per contract. The weighted with overhead hourly salary costs are provided in Exhibit B, attached hereto. The County shall notify the City in writing of any changes to the weighted with overhead hourly salary cost at least 120 days before such changes are implemented.

Invoices submitted for payment by the County shall contain, at a minimum, the date of inspection, name of inspector, permit number associated with each inspection, and the amount of time billed. The City shall determine the appropriate form in which invoices shall be submitted. The county agrees to work cooperatively with the City towards more detailed accounting of inspection services reporting.

PLAN CHECK REVIEW SERVICES.

For the services identified in Exhibit A, Section II of this Agreement, City shall pay to County as compensation for services performed by the County (excluding over-the-counter plan checks) a sum equal to **75% of 65%** of the total plan check fee amount collected on each permit application, commencing July 1, 2010. Payments shall be made on a quarterly basis.

COMPENSATION FOR ADDITIONAL SERVICES.

City shall compensate County for additional services requested at the weighted with overhead hourly salary rate of County employee providing inspection services or plan checking services. The rates stated herein include all necessary supplies, materials, vehicles, etc., required to perform the requested service and are subject to modification based upon County's salary scheduled. Additional services are defined as all services which are not identified in the body of this agreement or any attachment to this agreement.

County shall submit to City for payment an invoice for all additional services provided under this section. City agrees to pay such invoices in full within 30 days of the date of receipt. Should a dispute exist regarding any charges for additional services, the City's Community Development Director and the County's Building Official shall meet and in good faith attempt to reach an amicable settlement of the dispute prior to any legal action being taken by either party.