

Agenda Report Reviewed By:  
City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
STAFF REPORT

**Meeting Date:** May 15, 2018  
**To:** Honorable Mayor and Honorable City Councilmembers  
**From:** Glenn Schainblatt Building Official  
**Subject:** Resolution to Approve Agreement for Building Consultant Services with the City of Rohnert Park  
**Recommendation:** Approve  
**Funding:** Currently Budgeted: N/A

**INTRODUCTION:** This item is to request City Council to approve a resolution authorizing and approving an agreement for building consultant services with the City of Rohnert Park.

**BACKGROUND:**

The City of Rohnert Park Building Division is working to respond to a very high volume of work for new construction as well as an increased volume of submittals for residential remodels and nonresidential tenant improvements. The City of Rohnert Park's Building Division's service model includes the use of full and part-time City staff and consultants. Their staff has struggled to recruit qualified staff and to secure additional service capacity from its consultants. The City of Sebastopol's Building Department has availability to support Rohnert Park and can provide a qualified individual to work on-site in Rohnert Park.

This proposed agreement would allow the City of Sebastopol to augment Rohnert Park's capacity for building inspection services for existing and new structures; plan examination services; and policy, code, and standards updates. The City of Sebastopol has provided similar services in the past to the City of Cotati.

**DISCUSSION:** The proposed agreement would allow the City of Sebastopol to augment the City of Rohnert Park's capacity for building inspection, plan review and other related services. The agreement limitation to an average of 10 hours per week and 80 hours per month will not place a reduction in City of Sebastopol's Building and Safety department services. Based on the present level of work for the City of Sebastopol, it is determined that this will not impact the City's services and will help the City of Rohnert Park manage periods of peak demand during the construction season. Should construction activity pick up for the City of Sebastopol, the determination may be made that the Building Official will need to return to full time employment for the City of Sebastopol.

**RECOMMENDATION:** That the City Council approve the Resolution to Approve Agreement for Building Consultant Services with the City of Rohnert Park

**Attachment(s):**

Resolution  
Exhibit A

RESOLUTION NUMBER: \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
AUTHORIZING AND APPROVING AN AGREEMENT FOR BUILDING CONSULTANT SERVICES  
WITH THE CITY OF ROHNERT PARK

**WHEREAS**, the City of Sebastopol and City of Rohnert Park have determined it to be their mutual best interests to share services when it results in additional resource for the City of Sebastopol and Rohnert Park; and

**WHEREAS**, the City of Sebastopol has determined that providing the additional services will not significantly impact the Building and Safety Departments services; and

**WHEREAS**, the City of Rohnert Park in retaining the City of Sebastopol services will provide additional service capacity to their Development Services Department.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Sebastopol that it does hereby approve the Agreement for Building Consult Services with the City of Rohnert Park in an amount not to exceed one hundred thousand dollars (\$100,000).

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this Resolution for and on the behalf of the City of Sebastopol, including execution, if necessary, in substantially similar form to the Agreement attached hereto as Exhibit "A", subject to minor modifications by the City Manager or City Attorney.

In Council, duly passed and adopted this 15th day of May, 2018.

VOTE:

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_

Mayor Patrick Slayter

ATTEST: \_\_\_\_\_

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: \_\_\_\_\_

Larry McLaughlin, City Attorney

## **AGREEMENT FOR BUILDING CONSULTANT SERVICES**

AGREEMENT made this 15<sup>th</sup> day of May, 2018, between the City of Sebastopol ("Sebastopol"), and the City of Rohnert Park ("Rohnert Park").

The parties agree as follows:

### **Services to be Performed**

- 1) Sebastopol will perform the following tasks for and on behalf of Rohnert Park:
  - a) The Chief Building Official of Sebastopol will provide to Rohnert Park the services of a Chief Building Official ("CBO"), as that position is defined and described in Rohnert Park's Municipal Code, policies and regulations and in the applicable California Building Code Standards as adopted by Rohnert Park ("Building Code"), and for and on behalf of Rohnert Park, the CBO shall perform all those tasks and duties which are assigned to the Building Official under said codes, policies, and regulations.
  - b) The CBO shall report to the Rohnert Park Director of Development Service, or their designee, for the final determination of the manner in which the CBO's duties are discharged pursuant to this Agreement. The CBO shall perform or shall have direct supervisory authority over and responsibility for the performance of duties assigned by the Rohnert Park Director of Development Service, or their designee. Duties will include but are not limited building inspection services for existing and new structures, plan examination services, or providing updates to policies, the Rohnert Park Municipal Code, and California Building Code Standards as outlined in the next section.
  - c) The CBO shall provide the following services and perform the following tasks for Rohnert Park:
    1. Inspect or oversee inspection of, buildings and their systems and components to determine compliance with Building Code and other construction-related requirements regulating new construction, alteration and repairs in Rohnert Park;
    2. Inspect or oversee inspection of existing structures and man-made features to determine whether or not they comply with applicable Rohnert Park Municipal Code provisions, the Building Code and other construction-related requirements regulating new construction, alteration and repairs in Rohnert Park. In the event such inspections reveal structures or features which are not in compliance with said codes, the CBO shall have the authority to issue citations therefore on behalf of Rohnert Park;

3. Examine permit applications, plans, specifications, calculations and other pertinent data to determine compliance of said documents with the Building Code and other construction-related requirements regulating new construction, alteration and repairs in Rohnert Park. Permit application examination will be on an as-needed basis, as directed by Rohnert Park Director of Development Service, or their designee and as long as the time spent on such review is within the constraints imposed upon the time the CBO is required to perform services for Rohnert Park hereunder;
4. Conduct a review of Rohnert Park's policies, the Rohnert Park Municipal Code, and California Building Code Standards to determine whether they are consistent with applicable laws and make recommendations to Rohnert Park and prepare applicable supporting administrative documentation to accommodate code revisions with respect to such consistency.

#### **Times of Performance**

- 2) The CBO shall expend an average of 10 hours per work week performing the services described above. They shall allocate the hours they are required to work hereunder such that they are present at Rohnert Park City Hall and/or performing services for Rohnert Park as approved by the Rohnert Park Director of Development Service, or their designee. The parties shall establish a mutually agreeable schedule of the times, days and hours where and during which the CBO must perform services for Rohnert Park hereunder. That schedule may be modified by mutual agreement. Additional hours of services will be billed with prior approval from the City of Rohnert Park Director of Development Service, or their designee and the City of Sebastopol City Manager or their designee.

#### **Compensation for Services**

- 3) The total cost for services shall be actual costs (time and materials) based on Sebastopol's standard labor charges in accordance with the following criteria for an amount not-to-exceed one hundred thousand dollars (\$100,000).
  - a) At the onset of the contract until June 30, 2018, Rohnert Park shall pay Sebastopol \$83.83 for each hour during which Sebastopol performs the services described herein in Rohnert Park. On July 1, 2018, Rohnert Park shall pay \$87.18 for each hour during which Sebastopol performs the services described herein in Rohnert Park. Said sum shall be paid in arrears, at the end of each month with a total not to exceed amount of 80 hours during any month of service. At no time shall Rohnert Park assign duties that require work outside of normal business hours forth by Sebastopol and agreed to by Rohnert Park. As stated above, additional hours of services will be billed with prior approval from the City of Rohnert Park Director of Development Service, or their designee and the City of Sebastopol City Manager or their designee.

- b) The compensation agreed to be paid under this Section 3, shall be the sole and exclusive consideration paid to or provided Sebastopol by Rohnert Park. Sebastopol shall pay all employee salary, benefits, taxes and withholdings required under law for the services their employees render hereunder.
- c) In the event that the compensation paid to the CBO, as an employee of Sebastopol, by Sebastopol increases, Sebastopol may increase the compensation paid by Rohnert Park to Sebastopol pursuant to this Agreement; provided that any such increase is preceded by at least 30 days advance, written notice from Sebastopol to Rohnert Park and contains a detailed description of the nature and cause of the increase. In no event shall the percentage increase noticed by Sebastopol pursuant to this subsection 3(c) exceed the percentage increase in the base salaries upon which it is predicated.

#### **Contract Term**

- 4) The term of this agreement shall commence on the 15<sup>th</sup> day of May, 2018, and shall continue until July 1, 2019 (the "initial term"), unless earlier terminated in accordance with the provisions set forth herein below. The initial term may be automatically extended in six (6) months increments, to July 1st or the first business day following January 1<sup>st</sup>, unless, at least thirty (30) days prior to the termination of any such term or extended term, either party delivers to the other party a written notice stating that the term shall not be renewed. Any such renewed term may be terminated pursuant to the termination provisions set forth below.

#### **Materials and Supplies**

- 5) Sebastopol will furnish, acquire, maintain, and repair all materials and equipment necessary to perform the foregoing services with the exception of secretarial services, office space, and a vehicle which are to be supplied by Rohnert Park. Rohnert Park will supply office equipment and materials required to perform plan reviews.

#### **Independent Contractor Status**

- 6) Neither Rohnert Park nor any of its officers or employees shall have any control over the conduct of the CBO except as herein set forth. It is expressly understood and acknowledged that the CBO is and shall at all times remain as to Rohnert Park a wholly independent contractor and that the CBO's obligations to Rohnert Park are solely such as are prescribed by this Agreement, and that the manner in which the CBO performs the duties assigned to shall be left to the CBO.

#### **Skill of Contractor**

- 7) Neither this Agreement nor any interest therein may be assigned by Sebastopol without

the prior written consent of the Rohnert Park Director of Development Service or their designee. The designated personnel employed by the City of Sebastopol to perform the aforementioned services shall be: Glenn Schainblatt / Chief Building Official. The CBO shall perform all duties herein undertaken in a competent, diligent, and timely manner and in accordance with the best principles and practices of the building official profession. Notwithstanding anything stated to the contrary in this Agreement, Sebastopol shall not designate any persons other than Glenn Schainblatt to perform hereunder. In the event that Sebastopol uses or assigns any person other than Glenn Schainblatt to perform under this Agreement, Rohnert Park shall have the unilateral right to terminate this Agreement without advance notice to Sebastopol.

#### **Indemnification of City of Sebastopol**

- 8) Except as to the active negligence or willful misconduct of Sebastopol or any of its officers or employees the City of Rohnert Park shall indemnify, defend and hold free and harmless the City of Sebastopol, its officers and employees from and against any and all claims, loss, damages, failure to comply with any current or prospective laws, cost or liability, including attorney's fees, for injury to or death of persons or damage or destruction to property arising out of, attributable to, or in any way connected with the negligent performance of the services required to be performed under this agreement or the willful misconduct by the CBO.

#### **Insurance**

- 9) REMIF Insurer:  
Rohnert Park and Sebastopol both belong to the Redwood Empire Municipal Insurance Fund (REMIF). They both have the same General/Auto liability and Workers Comp coverages. If any claims arise which are attributable to the actions of Rohnert Park and are covered under the Indemnification Agreement, in the performance of this agreement, REMIF will defend and indemnify Sebastopol at Rohnert Park's expense, pursuant to REMIF's coverage of covered losses. Such defense and indemnification costs will be charged against the City of Rohnert Park's mod factor and premium, not the City of Sebastopol's, as calculated by REMIF.
- 10) Non-REMIF Insurer:  
If Rohnert Park leaves REMIF, then the insurance conditions, as listed below, will go into effect and be required to be met. Rohnert Park shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Rohnert Park, Rohnert Park's agents, representatives and employees.
  - a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  - (2) Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto).
  - (3) Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.
- b) Minimum Limits of insurance. Rohnert Park shall maintain limits no less than:
- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
  - (3) Employers Liability: \$1,000,000 per accident for bodily injury or disease
  - (4) Worker's Compensation, Statutory Limits: \$1,000,000 per accident for bodily injury or disease.
  - (5) Errors and Omissions liability: \$1,000,000 per occurrence or claim as approved by Sebastopol.
- c) Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to Rohnert Park and Sebastopol. At the option of Rohnert Park and Sebastopol, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Sebastopol, its officers, officials, employees and volunteers, or Rohnert Park shall provide a financial guarantee satisfactory to Sebastopol guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d) Other Insurance Provisions. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) Sebastopol, its officers, officials, employees and volunteers are to be covered as Insureds as respects: liability arising out of work or operations as performed by or on behalf of Rohnert Park; or automobiles owned, leased, hired or borrowed by

Rohnert Park.

- (2) For any claims related to this Agreement, Rohnert Park's insurance coverage shall be primary insurance as respects Sebastopol, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sebastopol, its officers, officials, employees or volunteers shall be in excess of Rohnert Park's insurance and shall not contribute with it.
  - (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Rohnert Park and Sebastopol.
  - (4) The Worker's Compensation endorsement shall contain a Waiver of Subrogation against Sebastopol. Rohnert Park shall provide to Sebastopol an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against Sebastopol for injuries to employees of the insured resulting from work for Sebastopol or use of Sebastopol's premises or facilities.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Sebastopol.
- f) Verification of Coverage. Rohnert Park shall furnish Sebastopol with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by Sebastopol or on other forms provided those endorsements conform to Sebastopol's requirements. All certificates and endorsements are to be received and approved by Sebastopol before work commences. Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### **Ordinances and Regulations**

- 11) In performing the services required of them under this Agreement, the CBO shall comply with all applicable federal, state, county, and town statutes, ordinances, and regulations. If such compliance is impossible for reasons beyond their control, the CBO shall immediately notify Rohnert Park of that fact and the reasons therefore.

#### **Termination at Will**

- 12) This Agreement for CBO services with Sebastopol may be terminated by either party at any time for any or no reason; provided that the party terminating this Agreement gives the other party at least 30 days advance, written notice of such termination.

**Governing Law, Entirety of Agreement, and Partial Invalidity**

13) This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Executed at Rohnert Park, California, on the day and year first above written. Executed at Sebastopol, California, on the day and year first above written.

**CITY OF ROHNERT PARK:**

**CITY OF SEBASTOPOL:**

By: *Darrin Jenkins* / 4/25/18  
Darrin Jenkins, Rohnert Park City Manager (Date)  
Per Resolution 2018- 55 adopted by the Rohnert Park  
City Council at its meeting of April 24, 2018.

By: \_\_\_\_\_ / \_\_\_\_\_  
Larry McLaughlin, Sebastopol City Manager (Date)  
Per Resolution 2018- \_\_\_\_\_ adopted by the Sebastopol  
City Council at its meeting of May 15, 2018.

**ATTEST:**

**ATTEST:**

*Caitlin Saldanha*  
Rohnert Park City Clerk  
*Deputy city clerk, Caitlin Saldanha*

\_\_\_\_\_  
Sebastopol City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

*Michelle Manhetta Kenyon*  
Rohnert Park City Attorney  
*Michelle Manhetta Kenyon*

\_\_\_\_\_  
Sebastopol City Attorney