COUNTY AGENDA REQUEST

Department:	Administration	Presenter(s):	County Administrator Steve Rapson
Meeting Date:	Thursday, July 25, 2013	Type of Request:	Consent

Wording for the Agenda:

Consideration of staff's recommendation to enter into a Permitting and Inspection Services Agreement between the City of Fayetteville and Fayette County, for the purpose of the County providing building inspection services to the City, and for other purposes.

Background/History/Details:

The City of Fayetteville is in need of a party to perform certain Permitting, Inspections and Building Plan Review for the City. Fayette County is qualified to perform Permitting, Inspections and Plan Review. Therefore, the City of Fayetteville and Fayette County desire to enter into an agreement authorizing the County to perform certain Permitting, Inspections and Plan Reviews for the City.

During the July 9, 2013 Joint Meeting between the City of Fayetteville and Fayette County, Fayetteville Director of Community Services Brian Wismer and Fayette County's Community Development Director Pete Frisina spoke about this proposed Permitting and Inspection. Their presentation notes are attached and identified as "Attachment A" of the backup.

The proposed Permitting and Inspection Services Agreement, identified as "Attachment B" of the backup, establishes the terms of the agreement for the County to perform services for the city.

The agreement is for a period of twelve months, and shall be automatically renewed for twelve month periods unless written notice is provided by one party to the other not less than 90 days prior to the anniversary date.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into a Permitting and Inspection Services Agreement between the City of Fayetteville and Fayette County, for the purpose of the County providing building inspection services to the City, and for other purposes.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

This Permitting and Inspection Agreement and the work associated between Fayette County and the City of Fayetteville in drafting the agreement stand as another example of intergovernmental cooperation between both jurisdictions for the betterment of all the citizens in Fayette County.

Permitting & Inspection Services Agreement

- Mutually Beneficial
  - City/County revenue sharing of permit and inspection fees
  - City utilizes County experience and resources to fill need for inspection services

Permitting & Inspection Services Agreement

- Key Points
  - One-year renewable terms, as needed
  - Service area map identifies current and proposed Pinewood studio and educational components
  - County provides permitting/inspections for:
    - Building
    - Plumbing
    - Mechanical/Electrical
    - Fire/ADA

Permitting & Inspection Services Agreement

- Key Points (cont'd)
  - City maintains permitting/inspections for:
    - Architectural Elevations
    - Landscaping
    - Parking
    - Signage

Permitting & Inspection Services Agreement

- Key Points (cont'd)
  - 75/25 Revenue share (County 75%, City 25%) for all work performed by the County
  - Applies to all plans submitted <u>after</u> the effective annexation date.

CITY OF FAYETTEVILLE

COUNTY OF FAYETTE

PERMITTING AND INSPECTION SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2013 by and between the CITY OF FAYETTEVILLE, a municipality duly incorporated in the State of Georgia, acting by and through its duly elected Mayor and Council, hereinafter referred to as the "City", and FAYETTE COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", for the purpose of the County providing building inspection services to the City, and for other purposes.

W I T N E S S E T H:

WHEREAS, the City is in need of a party to perform certain Permitting, Inspections and Building Plan Review for the City for the area specified in Exhibit "A". Development plans may be added to this agreement at any time by joint and mutual agreement of the City of Fayetteville - City Manager and Fayette County - County Administrator (County); and

WHEREAS, the County is qualified to perform Permitting, Inspections and Plan Review; and

WHEREAS, the City and the County desire by this writing to set forth the terms of their agreement for the County to perform certain Permitting, Inspections and Plan Reviews for the City;

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, both parties agree as follows:

Section 1. Legal Authority.

1.1 This Agreement shall constitute a binding, legal contract between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that is has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 2. Building Plan Review.

2.1 The County agrees to review all supporting construction documents submitted for Building Permits to ensure compliance with all local code and ordinance requirements. This agreement is limited to any permits/plans required until a certificate of occupancy is issued. The County will coordinate with City officials to allow City participation in the review process. The City agrees to submit complete copies of all supporting construction documents accompanying applications for Building Permits to the County. Said copies shall become the property of the County and returned to the City upon termination of this agreement. **Drawings that are related to site work will not be required to be reviewed under this agreement.** The County agrees to submit a written record of the Plan Review process to the builder with a list of required corrections to be made to complete the Plan Review.

Section 3. Inspections.

3.1 The County shall perform on-site inspections of building construction based on the inspection schedule supplied to each contractor at the time of permit issuance to ensure compliance with the City's municipal code and its ordinances. This agreement does not apply to any inspections required after the certificate of occupancy is issued The County will coordinate

with City officials to allow City participation in the inspection process. The County shall perform all necessary inspections within its scope consistent with code and ordinance requirements. The inspection schedule shall include County notification to the City's Planning and Zoning department upon any Permittee's request for a final inspection, and no Certificate of Occupancy, or Certificate of Completion may be issued until released by that department.

3.2 The County shall perform periodic on-site inspections of construction pursuant to permits for plumbing, mechanical and electrical work.

3.3 A fee will be paid to the City for each permit issued (Building, Plumbing, Mechanical, Electrical) based upon the schedule attached to this Agreement as Exhibit "C". Any re-inspection deemed necessary by the County as a result of any one of the standard inspections shall not be part of the initial permit fee. The Permittee shall be assessed an additional amount by the County for each necessary re-inspection. All inspections shall be made within 48 hours after request.

Section 4. Payment of Fees.

4.1 The County shall pay the City monthly for fees collected as part of this services agreement based on the outlined schedules attached to this Agreement as Exhibit "B" and "C". Payment shall be submitted to the City within 15 days after the end of each month for all fees collected as part of this agreement as of the end of the prior month.

Section 5. City Code and Ordinances.

5.1 The City shall provide the County with a complete set of the current City Code and accompanying ordinances. Upon adoption of any ordinance or resolution amending the existing Code and ordinances, the City shall immediately provide a copy of each new ordinance, resolution, or page(s) of the City Code to the County.

Section 6. Indemnification.

6.1 To the extent allowed by law, the County shall indemnify the City against any losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by the City in connection with or resulting from any claim, action, suit, or proceeding arising out of or in conjunction with the performance by the County of its duties and responsibilities under this Agreement.

Section 7. Other expenses.

7.1 No other expenses or allowances are anticipated or allowed except those covered in this Agreement.

Section 8. Term of Contract.

8.1 This contract shall extend for a period of twelve (12) months, and shall be renewed automatically for twelve (12) month periods unless written notice to cancel is provided by one party to the other not less than 90 days prior to the anniversary date. All permitted work not

completed by the County by the contract termination date will be completed by the County through the issuance of a Certificate of Occupancy or Certificate of Completion.

Section 9. Miscellaneous.

9.1 Time is of the essence of this Agreement.

9.2 This Agreement shall constitute the entire agreement of the parties. No representations not contained herein have been relied upon or shall be binding upon either of the parties hereto. This Agreement may not be modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

FAYETTE COUNTY

By:_____
STEVE BROWN, Chairman

ATTEST:

_____
_____, County Clerk

THE CITY OF FAYETTEVILLE

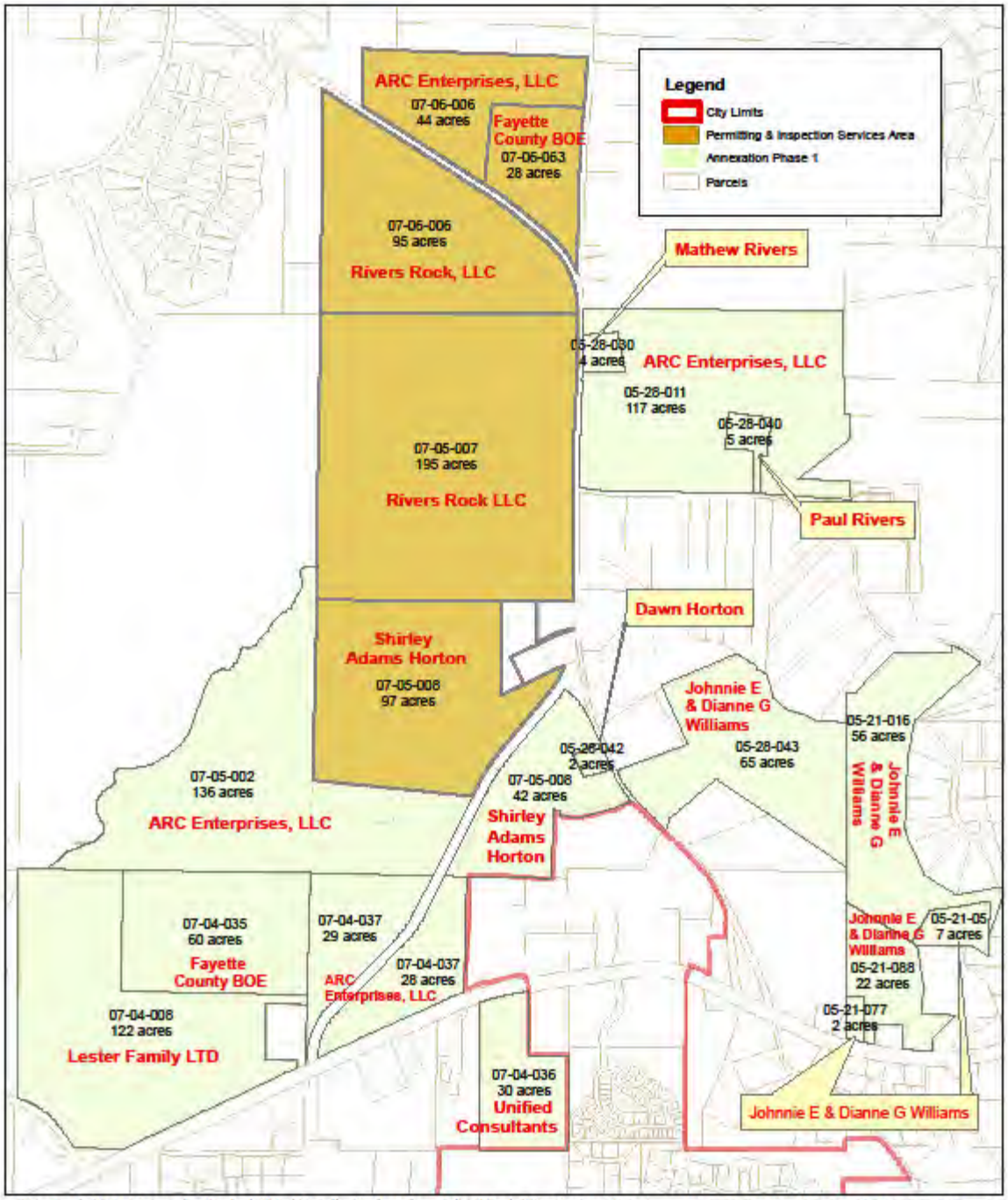
By:_____
GREG CLIFTON, Mayor

ATTEST:

_____
_____, City Clerk

EXHIBIT "A"

Permitting & Inspections Services Area



Planning & Zoning\Annexation\Projects\West Fayetteville Area Annexation\West_Side_Annex_Phase1 Map created 06/12/13 for the City of Fayetteville by L. Hale.

Exhibit "B"

Fees for Building Plan Review

1. For all work within its scope, the County shall collect and retain Building Plan Review fees from the Permittee assessed at the current approved County fee schedule for each project requiring Building Plan Review.

2. Attendance at more than four (4) meetings per calendar month shall be billed at the rate of $75.00 per meeting

Exhibit "C"

Fees for Permits and Inspections

1. The County shall collect all applicable Permit fees from the Permittee assessed at the current approved County fee schedule for each project requiring Permitting.

2. The County shall pay the City an amount equal to twenty-five 25% of the permit fee collected for each Residential and Non-Residential project requiring Permitting.

3. The County shall retain all re-inspection fees for re-inspections performed as part of a given project.

4. The City shall collect all appropriate Impact fees from the Permittee prior to the County's issuance of a Certificate of Occupancy or Certificate of Completion..

5. The City shall provide the County with a Zoning / Authorization for Permitting Approval Letter to be submitted by Permittee with Permit Application to the County.

6. Permitting and Inspection fees collected for projects submitted to the City after the effective annexation date, and located within the area defined in Exhibit "A"**-** will become part of this agreement and subject to payment to the City.

7. Attendance at more than four (4) meetings per calendar month shall be billed at the rate of $75.00 per meeting.