



# RESOLUTION No. 19-137

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING A LETTER AGREEMENT BETWEEN THE COUNTY OF NEVADA AND NEVADA IRRIGATION DISTRICT (NID) FOR APPLICANT CONSTRUCTED PRIVATE FIRE SERVICE AT THE NEVADA COUNTY OPERATIONS CENTER (NCOC) 12350 LA BARR MEADOWS ROAD, GRASS VALLEY, CA, FOR AN ESTIMATED LABOR AND MATERIALS COST OF \$5,000 THAT INCLUDES A NON-REFUNDABLE DEPOSIT OF \$2,000 FOR NID PLAN INSPECTION SERVICES PRIOR TO CONSTRUCTION, AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT, DELEGATING AUTHORITY TO THE PURCHASING AGENT TO EXECUTE ALL ADDITIONAL DOCUMENTS RELATED TO THIS CONTRACT, AND AMENDING THE FISCAL YEAR 2018-19 CAPITAL PROJECTS BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, Resolution 11-425 authorized the purchase of land to construct a new Corporation Yard and Resolution 16-538 awarded a contract to LDA Partners, LLP, for architectural design and Resolution 18-165 awarded a contract to APSI Construction Management; and

WHEREAS, the preliminary design and development phase of the project has been completed and construction documents were prepared and approved through Resolution 18-524 for the construction phase of the project known as the Nevada County Operations Center (NCOC); and

WHEREAS, the contract award for the NCOC construction was approved by the Board of Supervisors through Resolution 19-062 on February 12<sup>th</sup>, 2019; and

WHEREAS, the County is responsible for providing necessary utility services in a timely manner to avoid construction delays; and

WHEREAS, the County has submitted an application to NID for private fire service at the NCOC and this Agreement will provide for NID reviews and inspection services; and

WHEREAS, an agreement for time and materials is estimated at \$5,000 that includes a non-refundable deposit of \$2,000 for these services prior to construction; and

WHEREAS, the Purchasing Agent is authorized to execute all related documents associated with this Agreement to facilitate the NCOC construction timeline; and

WHEREAS, funding for this project will be paid out of the Fiscal Year 2018-19 Capital Projects budget and a budget amendment is included.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors of the County of Nevada, State of California, hereby directs that:

1. The Board approves the Nevada Irrigation District Letter Agreement for construction of an Applicant Private Fire Service for the review and inspection of plans at the NCOG located at 12350 La Barr Meadows Road, Grass Valley, California, at an estimated labor and materials cost of \$5,000 that includes a Non-Refundable Deposit for Nevada Irrigation services in the amount of \$2,000, and the Board Chair is authorized to execute the Letter Agreement.
2. The Purchasing Agent is authorized to execute any additional documents associated with this Contract.
3. The Auditor-Controller is directed to amend the Fiscal Year 2018/19 Capital Projects budget as follows:

Increase:  
3158-10805-416-1000/470200            \$5,000  
3158-10805-416-1000/540200            \$5,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of April, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

4/9/2019 cc: Facilities\*  
AC\*(hold)

9/24/2020 cc: Facilities\*  
AC\* (Release)

NEVADA IRRIGATION DISTRICT

**LETTER AGREEMENT**

**APPLICANT CONSTRUCTED PRIVATE FIRE SERVICE**

THIS LETTER AGREEMENT is made and entered into this 9th day of April, 2019, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District", and County of Nevada, hereinafter referred to as "Applicant".

**LOCATION:** The parcel benefited by the private fire service to be installed under this Letter Agreement, hereinafter referred to a "PFS", is located at 12350 La Barr Meadows Road, Grass Valley, CA, also known as APN 022-331-006 located in Nevada County and is identified on the map attached hereto and marked Exhibit "A".

**PROPERTY OWNER:** The Applicant, as named above, is the owner, or is the authorized representative of the owner of the parcel to be benefited by the PFS.

**PLAN-CHECK AND INSPECTION SERVICES PERFORMED BY DISTRICT:** District and Applicant understand and agree that Applicant shall assume the cost and expense of District's performance of "plan-check, inspection and real property analysis and approval services", hereinafter referred to as "inspection", in connection with Applicant's construction of the PFS described above. Applicant shall deposit the sum of \$2000.00, receipt of which is hereby acknowledged by District, which sum shall be applied to Applicant's payment for inspection services performed by District. Should the fee for inspection services exceed the above deposit, Applicant agrees to pay any balance due within 30 days after the date of the billing. A late payment charge of 1.5 percent per month will be added on any unpaid balance thereafter. Furthermore, the Applicant agrees to pay any balance due prior to offering the improvements to District. District shall not accept conveyance until any balance due is paid. Should the fee for inspection services be less than the above deposit, District shall refund the remaining amount to Applicant. The primary purpose of this paragraph is intended to compensate and reimburse District for any and all inspection services performed in connection with Applicant's construction of the PFS. District's acceptance of payment for inspection services performed is not a warranty or guarantee by District of proper design or proper specifications of materials or construction.

**PFS APPLICATION:** Applicant shall complete, or cause completion of a PFS Application form, receipt of which is hereby acknowledged by District, and which is attached hereto and marked Exhibit "B".

**PFS INSTALLATION PLANS:** The Applicant shall submit plans for the PFS installation and receive District written approval prior to starting PFS construction. Said plans shall make use of District standard details wherever practicable and shall be prepared by a properly licensed civil engineer. By way of its approval, the District does not assume liability or responsibility for the plans or for the construction of the PFS. Applicant agrees that all such liability and responsibility lies with the Applicant, his agents, consultants and contractors. The plans shall include the following minimum features:

Area Topography including:

- Roads, driveways, sidewalks, water main, PFS vault and service lateral, existing ground contours, finished ground contours, retaining walls;

Plan Review:

- Property line locations;
- Easement locations [existing and new to be offered], (vault must be contained within an adequate easement and outside of the roadway easement);
- Utility locations;

Profile View:

- Existing ground profile over service lateral and through vault;
- Finish ground profile;
- Finish elevations for top of vault and any adjacent physical features;

General

- Comply with any and all local, state and federal requirements;
- Written notification of any modifications to District Standard plans, details or specifications;
- All other information needed for proper design and construction of PFS.

**ENVIRONMENTAL REVIEW:**

The District has determined that the District is not the lead agency for compliance with the California Environmental Quality Act (CEQA) for this project. The Applicant must complete an environmental review with the appropriate lead agency prior to requesting approval of the improvement plans.

**WATER FOR FIRE PROTECTION:** The District does not assume liability or responsibility for the provision or supply of water for fire protection. Review of fire flow requirements is not an assumption of responsibility or liability for fire flow design criteria. The District does not guarantee a continuous or inexhaustible supply of water to the PFS. The District shall in no way be held responsible for and the Applicant hereby agrees to hold District free and harmless from injury or damage caused by the lack of water or pressure, or for excessive water pressures available to the PFS.

**INSURANCE REQUIREMENTS:** Prior to commencement of construction of the PFS, the Applicant, or Applicant's contractor, shall provide proof acceptable to District of general liability insurance naming the District as additional named insured. Said insurance shall be maintained for the duration of this Letter Agreement including the one-year maintenance warranty period. Said insurance shall cover claims for damages to property, personal injury, bodily injury, and accidental death. The types of insurance covered under the general liability policy shall include, but not be limited to, comprehensive form, premises-operations, underground hazard, products/ completed operations hazard, broad form property damage, independent contractor, and personal injury. Prior to any blasting operations for removal of rock, stumps, or other materials from the work area, the general liability policy must also contain explosion and collapse hazard coverage. It shall also include coverage for Products-Completed Operations liability losses for a period of 12 months from the date of District's acceptance of the completed works. (This time period corresponds with the 12-month maintenance bond requirement.) All insurance acquired under the terms of this article must be obtained

through an insurance company authorized and licensed to do business in the State of California. The general liability policy shall contain limits of liability as follows:

1. Bodily Injury: \$1,000,000 for each occurrence, \$1,000,000 aggregate
2. Property Damage: \$500,000 each occurrence, \$500,000 aggregate.

General Liability Insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and property damage combined of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The certificate of insurance shall also have a description of operations/locations/vehicles that refers specifically to the PFS installation.

**HOLD HARMLESS AND INDEMNIFICATION:** County shall indemnify, defend and hold harmless NID and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of County, except such loss or damage which is found to have been caused by the negligence, misconduct or error or omission of NID or its officers, officials, employees, agents and volunteers, in which case, County's obligation to indemnify NID shall be reduced by an amount equal to the percentage of NID's liability

**PERMITS:** Applicant is responsible for securing the needed permits to perform the work, including but not limited to an encroachment permit.

**EASEMENTS:** Prior to offering the PFS for conveyance to District, the Applicant shall obtain and deed to District any and all easements required to contain the PFS and all appurtenances. The point of beginning shall be described by the California State Plane Coordinate System, 1983 datum. Easement deeds shall be written in a form acceptable to District.

**PFS CONSTRUCTION CONTRACTOR:** The Applicant shall cause construction of the PFS using a contractor holding a valid California Class A, C-16, or C34 Contractor's License.

**INSPECTION:** Applicant shall give two working days' advance notice prior to Applicant's contractor starting any work associated with the PFS, and shall keep District informed of construction schedules throughout the course of the work in order for District to properly schedule inspection personnel. The Applicant shall require his contractor provide submittals on any materials proposed for the PFS for District approval prior to purchase. Improper materials will be rejected. No work shall be covered over without District inspection and subsequent approval.

**OUTAGES AND TIE-INS:** Outages required on the District's water system shall be scheduled through the Construction Inspector and generally require a minimum of 14 days notice. Outage requests will not be considered until all tie-in materials are on site and verified by the inspector.

**NOTIFICATION OF DEVIATIONS OR FAILURES:** District agrees to notify Applicant in writing, through his contractor, as to any deviations or failure in construction of the water system improvements pursuant to said plans and specifications, and the requirements of said District as soon as any deviation is brought to District's attention, and Applicant shall immediately cause such deviation or failure to be corrected at the sole cost of Applicant. Applicant agrees that District is not, by inspection of the construction or installation of the improvements, representing Applicant or providing a substitute for inspection and control of the work by Applicant. Applicant agrees that any inspections and observations of the work by District are for the sole purposes of providing notice of the stage and character of the work. Applicant agrees that the failure of the District to note variances from the plans and specifications for the project does not excuse or exempt Applicant from complying with all terms of these plans and specifications.

**COMPLETION OF WORK OR TERMINATION:** This Letter Agreement shall terminate and be of no further effect at District's discretion should District determine that Applicant has failed to cause construction of the PFS to be completed within six months from the date of this Letter Agreement.

For the purposes of this Article, Applicant's completion of the construction shall occur upon the District's accepting conveyance of the PFS as described in this Letter Agreement. Applicant further understands and agrees that the District may withhold acceptance of Applicant's proposed dedication of the facilities should the District Engineer determine that any portion of the PFS deviates from the approved plans and specifications, has failed to pass appropriate pressure and leakage tests, or that samples of water taken from the PFS and tested are determined not to be safe by the District Engineer. Applicant understands and agrees that the District may also withhold acceptance of the proposed PFS should the District Engineer determine that Applicant failed to complete all other construction either over, under, or adjacent to the PFS.

**CONVEYANCE:** When the District is satisfied that work on the PFS is completed, there exists no liens, encumbrances, stop notices or claims, the Applicant shall convey the PFS free and clear of all liens and encumbrances by submitting an executed Offer of Dedication using the form attached hereto as Exhibit 'C', along with all easements and rights of way required by the District.

**MAINTENANCE WARRANTY:** The Applicant hereby warrants the PFS installation against all defects in materials and workmanship for a period of one year from the date of District acceptance of conveyance of the PFS as stipulated herein. For the purposes of fulfilling this warranty, the Applicant agrees to effect a one year written warranty provided the Applicant by Applicant's contractor, and shall enforce said warranty on behalf of the District and upon request by the District.

**APPLICATION FOR WATER:** No water shall be delivered to or conveyed by or through the PFS improvements, other than for testing purposes, until said PFS is conveyed to District, formally accepted by District, and proper applications for a PFS have been filed with District and accepted.

**RULES AND REGULATIONS:** Upon the PFS improvements being accepted by District, Applicant, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District as they may pertain to water service and a

PFS, and shall pay the water rates, tolls and charges as may be levied and/or established by District's Board of Directors from time to time.

**ASSIGNMENT:** No transfer or assignment may be made by Applicant of this Letter Agreement or any part or interest of law unless such transfer or assignment is approved in writing by the District, provided further that District shall not unreasonably withhold consent to transfer or assign. District may, at its sole option and in addition to any other remedy that it may have, elect to terminate this Letter Agreement.

**NOTICES** – The mailing addresses of District and Applicant for purposes of giving any notice required pursuant to this Letter Agreement are as follows:

**DISTRICT**

Nevada Irrigation District  
1036 W. Main Street  
Grass Valley, CA 95945

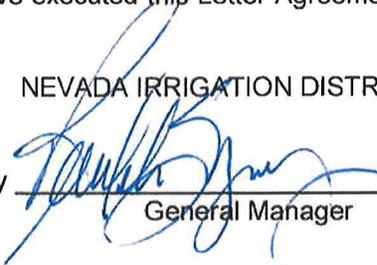
**APPLICANT**

County of Nevada  
950 Maidu Avenue  
Nevada City, CA 95959  
530-265-1238

IN WITNESS HEREOF, the parties hereto have executed this Letter Agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT:

By



General Manager

APPLICANT:

By



Title

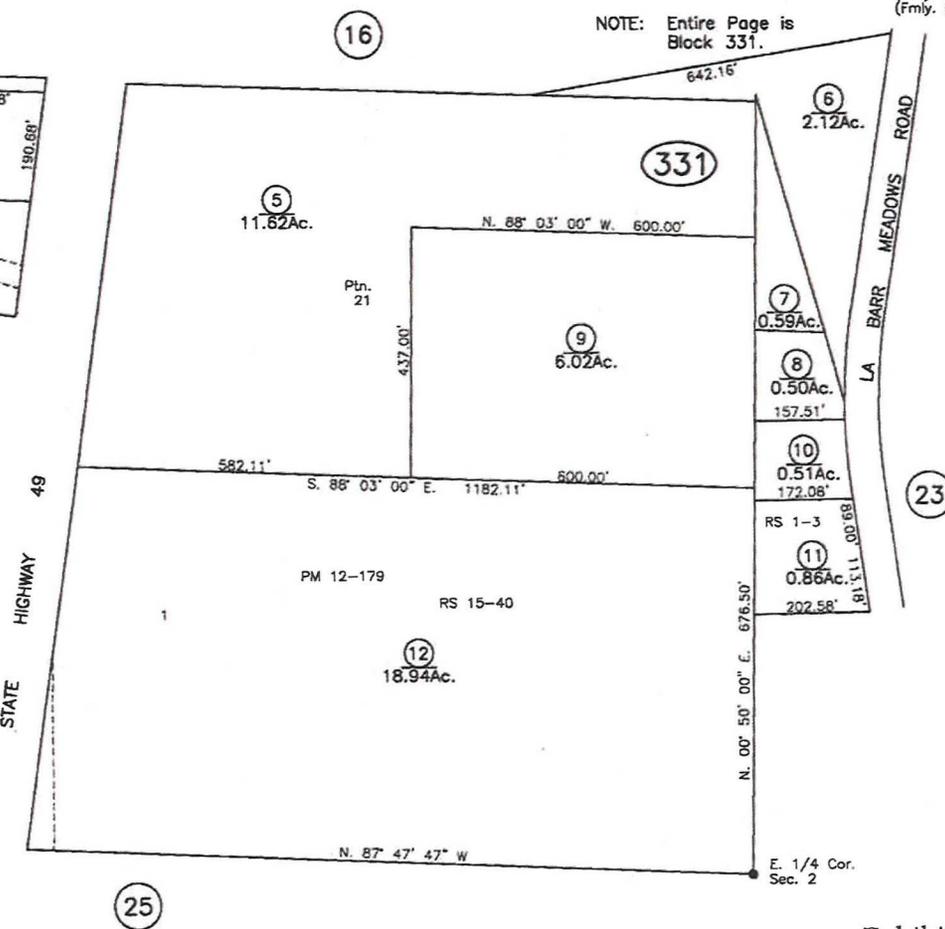
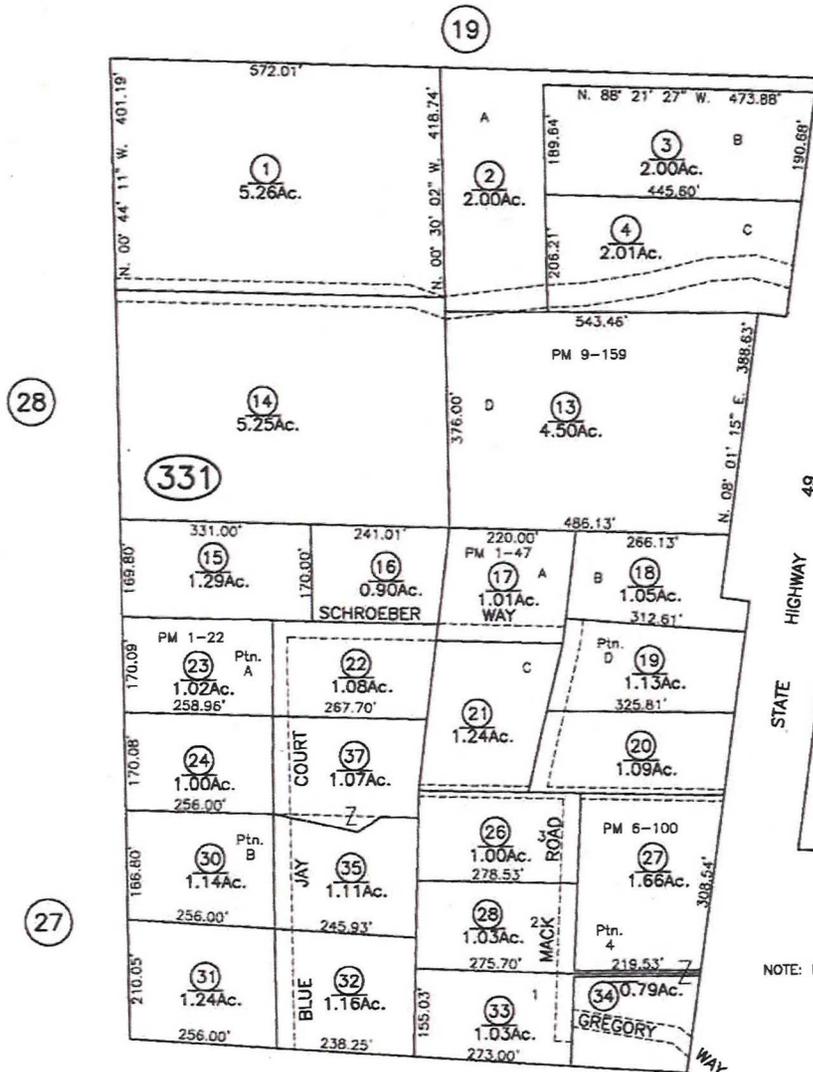
Chair

PTN. SEC'S 1 & 2, T. 15 N., R. 8 E., M.D.B. & M.

Tax Area Code  
62-032

22-33  
(Fmly. Ptn. 10-12,14)  
(Fmly. Ptn. 22-25,28)

NOTE: Entire Page is  
Block 331.



NOTE: Pcls. 27 & 34 are considered  
to be contiguous.

**ASSESSOR'S PARCEL MAP**  
This map was prepared for assessment  
purposes only. No liability is assumed for  
the accuracy of data shown. Assessor's  
parcels may not comply with local  
lot-split or building site ordinances.

NOTE: Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles  
Assessor's Map Bk. 22-Pg. 33  
County of Nevada, Calif.

1-1-03  
1-1-05  
1-1-07  
LAST UPDATE: 12-20-11

2002

Exhibit A

NW 8/02

### NEVADA IRRIGATION DISTRICT

#### 1. APPLICATION FOR PRIVATE FIRE SERVICE

The Applicant hereby applies to the Nevada Irrigation District for a 8 inch private fire service to be installed at the following location: (attach location sketch, if necessary)

12350 LaBarr Meadows Road, Grass Valley, CA 95949

Will a domestic water service be required at this site?  Yes  No

*If yes, please complete Form 4-A, Request for New Treated Water Service.*

The Applicant agrees to hold District free and harmless from injury or damage caused from lack of water or pressure in the District line and also acknowledges that backflow protection will be required at service connection should any chemical additive or auxiliary water be required for fire fighting purposes and that the private fire service installation shall be governed by the District's regulations.

Date April 30, 2019 Assessor's Parcel No. 22-331-06

Owner's Name County of Nevada Phone (530) 265-1238  
*(Please Print)*

Owner's Signature   
*(Required for Processing)*

Mailing Address 950 Maidu Avenue, Nevada City, Ca 95959

Contractor/Representative SCO Planning & Engineering, Inc Phone (530) 272-5841

Mailing Address 140 Litton Drive, Suite 240, Grass Valley, CA 95945

**◆ It is Applicant's responsibility to route this application through the appropriate Fire Dept. ◆**

2. FIRE DISTRICT USE ONLY

Class of Fire System (Please check one):

- Class I** – Direct connections from domestic water mains only; no pumps or reservoir; no physical connections to other water supplies; no anti-freeze or other additives of any kind; and all sprinkler drains discharge to atmosphere.
- Class II** – Same as Class I, except that booster pumps may be installed in the service lines from the street mains. A connection for a fire pumper truck may be provided if the requirements outlined in the Joint Informational Bulletin are met. (See Appendix A).
- Class III** – Direct connection to public water supply main, with on-site storage or pressure tanks. All storage facilities must only be filled by or connected to the public water supply, and the water in these facilities must be maintained in a potable condition.
- Class IV** – Directly supplied from public mains similar to Classes I and II, with an unapproved auxiliary water supply on or available to the premises, or a connection for fire pumper trucks that does not meet the requirements in the Joint Informational Bulletin.
- Class V** – Directly supplied from public mains and interconnected with unapproved auxiliary supplies, such as: pumps taking suction from reservoirs exposed to contamination, or from rivers, ponds, wells, or industrial water systems; or systems where anti-freeze or other additives are used.
- Class VI** – Fire suppression systems supplied from both an industrial water system and the public water system, with or without gravity storage or pump suction tanks.
- Other** (explain) \_\_\_\_\_

Will any anti-freeze or other chemical additive be required in the private fire system?  Yes  No

If yes, please explain \_\_\_\_\_

FIRE DISTRICT NEVADA COUNTY CONSOLIDATED FIRE DIST

By [Signature]  
(Signature)

Address 640 COYOTE STREET  
NEVADA CITY CA 95959

Title FIRE MARSHAL  
Date 5-6-19

3. N.I.D. USE ONLY

OPERATIONS DEPARTMENT

Backflow Prevention Device Needed?  Yes  No

Type of Device Single Check Size 8" Model \_\_\_\_\_

Reason Private Fire Service - This Device was approved by M. Udheim

By [Signature] Date 6-20-19

ENGINEERING DEPARTMENT

Deposit Received \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

NEVADA IRRIGATION DISTRICT

PRIVATE FIRE SERVICE TO MORE THAN ONE PARCEL

The Applicant hereby applies for more than one parcel, as listed below, to be served from a private fire service. It is hereby certified that the Applicant is a landowner as listed below, or a credit-worthy legal entity and will be responsible for paying water use and other periodic charges associated with the private fire service. The Applicant will also be responsible for providing a contact for outage notices, etc.

Justin Diakwala  
Applicant

JENNIS COPPER  
Contact Person  
925-899-5934  
Phone Number

By signing below, the landowners utilizing the private fire service acknowledge the District's right to lien their property for delinquent charges, that the fire service may be discontinued for nonpayment of charges, and the landowners accept all risk of such discontinuance.

PARCEL NO(s):

022-331-006-000

LANDOWNER'S SIGNATURE(s):

[Signature]

NEVADA IRRIGATION DISTRICT APPROVAL

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**OFFER OF DEDICATION  
APPLICANT CONSTRUCTED PRIVATE FIRE SERVICE**

I/We hereby extend an offer to convey, transfer, and dedicate all rights, title, and interest in and to that certain private fire service and appurtenances, herein referred to as "PFS", serving parcel 022-331-006, all of which is governed by the Letter Agreement by and between NEVADA IRRIGATION DISTRICT and County of Nevada hereinafter referred to as APPLICANT, dated April 9, 2019, a copy of which is on file in District headquarters located in Grass Valley, California; to Nevada Irrigation District, assuring and warranting to said District that the PFS is free and clear of all liens, encumbrances, and other expense.

I/We have constructed or caused the construction and installation of the PFS, and do hereby assure and warrant to NEVADA IRRIGATION DISTRICT that the PFS facilities together with the contractors, subcontractors, employees, or agents of the Applicant have been fully and completely paid and there exist no liens, encumbrances, stop notices, or claims on the private fire service improvement facilities or by any of the subcontractors, employees, or agents against the PFS constructed pursuant to the terms of the above Letter Agreement or against NEVADA IRRIGATION DISTRICT.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this 27 day of May, 2020, in the City of Grass Valley, County of Nevada, State of California.

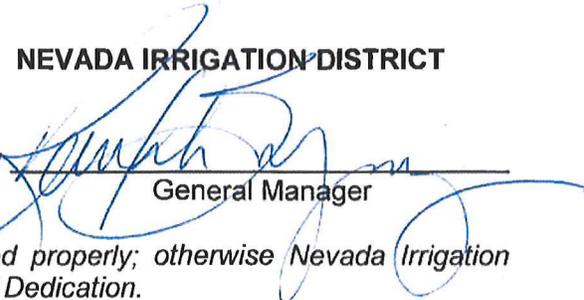
**APPLICANT**

By 

By \_\_\_\_\_

We accept this "OFFER OF DEDICATION" made by County of Nevada on this 3rd day of June, 2020.

**NEVADA IRRIGATION DISTRICT**

By   
General Manager

*Secretary Note: All blanks must be completed properly; otherwise Nevada Irrigation District will not accept Offer of Dedication.*