



# **RESOLUTION No. 17-318**

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

### **APPROVAL OF A RENEWAL AGREEMENT WITH THE CITY OF GRASS VALLEY FOR THE COUNTY TO PROVIDE BUILDING INSPECTION, PLAN REVIEW AND OTHER RELATED BUILDING SERVICES TO THE CITY FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT**

WHEREAS, on May 23, 2017 the City of Grass Valley City Council approved an agreement for the County of Nevada to provide building inspection, plan review and other related building services to the City; and

WHEREAS, Nevada County is interested in providing building inspection, plan review and other related building services to the City; and

WHEREAS, the City of Grass Valley will pay Nevada County for services provided in accordance with Section 5 of the agreement (Exhibit "A") approved by the Grass Valley City Council; and

WHEREAS, revenue received for this agreement will be deposited into the Building Inspection budget code 1123-20602-322-1000/458020.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the renewal agreement between the County and City of Grass Valley to provide building inspection, plan review and other related building services to the City in the form attached hereto as Exhibit "A."

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 20th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

6/20/2017 cc: Bldg\*  
AC\* (Hold)

6/23/2017 cc: Bldg\*  
AC (Release)\*  
GV

**EXTENSION OF AGREEMENT  
BETWEEN THE CITY OF GRASS VALLEY AND COUNTY OF NEVADA  
FOR THE PROVISION OF BUILDING SERVICES**

**PREAMBLE**

This Agreement is made between the **County of Nevada** (hereinafter "COUNTY") and the **City of Grass Valley** (hereinafter "CITY"), effective July 1, 2017. In consideration for this Agreement, COUNTY will provide CITY with building services and resources described herein, and CITY will pay COUNTY for said services and resources in accordance with the terms, conditions, and rates described herein.

**TERMS OF AGREEMENT**

**1. General**

COUNTY, through its Community Development Agency, will provide CITY with building department services on an "as needed" basis as described herein. Based on past history and projected need, CITY expects to utilize COUNTY building services 32-40 hours per week. However, there will be occasions in which there may be more or less of a need in hours per week.

**2. Period of the Agreement**

This Agreement shall be effective July 1, 2017 through June 30, 2018, unless terminated earlier by either party upon thirty (30) days written notice to the other party.

If requested by CITY, County shall cooperate with CITY and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. COUNTY shall cooperate with CITY to accomplish a transition of the services being terminated to CITY or to any replacement provider designated by CITY. Such transition services shall be subject to the billing rates described in Section 5 below.

**3. Services to be provided by County**

3.1. COUNTY will provide a building inspector to CITY to complete all building inspections on an as-needed basis. CITY must approve of assigned inspector. CITY expects a need for this service, along with those tasks listed under 3.3, to be 6 to 8 hours per day on a regular basis.

3.2. COUNTY inspector assigned to CITY will operate out of the CITY office, after checking in at COUNTY offices if required by COUNTY.

3.3. COUNTY inspector services will include the following tasks as requested and as time allows at CITY office:

3.3.1. Complete in-office plan reviews for the common residential and light non-residential projects, including but not limited to single family homes, non-residential tenant improvements, small additions and/or repairs to existing structures, retaining walls, signs, etc.

3.3.2. Customer service requests related to existing and proposed projects.

3.3.3. Complete basic administrative office tasks. These tasks can include updating of forms/handouts to achieve consistency with COUNTY forms/handouts, and providing

recommendations and implementation of steps to improve CITY processes and procedures.

3.3.4. Provide code enforcement inspections and provide appropriate code and state law references for violations pertaining to the building code.

- 3.4. COUNTY to provide plan review services at COUNTY offices for larger complex projects and as project submittal demands increase. The Community Development Director and County inspector, and County Director of Building if needed, will review and determine which plan reviews occur at COUNTY offices. COUNTY plan review fees shall cover the costs of the 1<sup>st</sup> and 2<sup>nd</sup> reviews. Should additional plan reviews be needed, the COUNTY fees shall be based on the hourly billing rate per the schedule of hourly billing services shown in Section 5 of this Agreement. COUNTY to provide clear, concise and thorough plan review comment letters from which design professionals, contractors, business owners, and homeowners can work from and understand. Should COUNTY inspector first check in at COUNTY offices prior to arrival at CITY office, inspector can deliver plan review approval and comment letters upon arrival at CITY.
- 3.5. COUNTY, upon receipt of a plan review at its offices, shall provide CITY with an estimated plan review turn-around schedule. COUNTY commits to completing plan reviews for the more common projects within two weeks, and within 4 weeks for larger and more complex projects.
- 3.6. COUNTY to provide Building Official services as needed.
- 3.7. COUNTY, to provide review and approval of grading plans and associated inspections.
- 3.8. COUNTY to provide Certified Access Specialist (CASp) services as requested. CITY may refer customers to COUNTY offices to obtain this service directly from COUNTY. Customers will be informed of the need to pay the COUNTY fees for this service.
- 3.9. COUNTY will apply CITY's code and administrative procedures for all services provided under this Agreement.
- 3.10. COUNTY to provide CITY with a monthly invoice that provides sufficient details for all expenditures and charges. Invoice to include reasonable documentation of expenses incurred, including but not limited to timesheets and plan review reimbursements noted in 4.4 below.

#### **4. CITY Responsibilities**

- 4.1. CITY to notify COUNTY before 5:00 p.m. the proceeding day if building services at CITY are not needed, or if the need is expected to be less than 4 hours.
- 4.2. CITY, if need for inspection services is less than 2 hours, agrees to pay a 2-hour minimum per day for inspection services.
- 4.3. CITY to provide all required office equipment and resource needs for COUNTY inspection services.
- 4.4. CITY to provide cover letter with all plan reviews conducted at COUNTY offices specifying the total plan review fee collected by CITY, and the portion to be provided to the COUNTY for its service.
- 4.5. CITY to pay COUNTY 65% of the plan review fee collected for plans reviewed by COUNTY offices under section 3.4 above. CITY and COUNTY will monitor this percentage and may increase the percentage up to 70%. An increase shall be based

on a review that ensures both the CITY'S and COUNTY's plan review costs are adequately recouped. COUNTY shall provide no less than sixty (60) days written notice of any percentage increase.

- 4.6. CITY will conduct all reviews and appeals of decisions and determinations made by COUNTY staff acting under section 3 above.

**5. Rates for Services and Support**

- 5.1. Schedule for Hourly Billing Services:

<b>Service Description</b>	<b>Hourly Rate</b>
Building Official	\$126.00
Plans Examination, Customer Service, and General Administration	\$76.00
Building Inspection	\$79.00
Overtime (over 8 hour day)	Time and a half
Reimbursable Expenses	Time and Materials
Plan Reviews conducted at County Offices	65% of City Plan Review Fee. Minimum plan review fee is \$153.34
Emergency Call Out	Time and a half (2-Hour Minimum)

5.2. Rate Adjustments

All rates shall be subject to annual adjustment to reflect the actual cost of providing services. Labor rates shall be based on the Countywide Cost Plan as approved by the office of the State Controller. COUNTY will provide CITY with no less than sixty (60) days written notice prior to any rate adjustments.

**6. Contact Persons**

For CITY OF GRASS VALLEY  
Thomas Last, Community Development Director  
125 East Main Street  
Grass Valley, CA 95945  
(530) 274-4711

For the COUNTY OF NEVADA:  
Craig Griesbach, Director of Building  
950 Maidu Avenue  
Nevada City, CA 95959  
(530) 265-1583

**7. Notices**

All notices required by this Agreement shall be sent first-class mail or personally delivered to the persons and addresses set forth in above. Such addresses may be amended from time to time by the parties, which shall not be deemed or construed an amendment to this Agreement.

**8. Authority**

CITY and COUNTY represent that they have the authority to enter into this Agreement and perform its terms. Each party warrants that the individuals signing this Agreement have the legal authority to do so and bind each party to perform the obligations set forth herein.

**9. Mutual Indemnity**

The CITY shall indemnify, defend and hold harmless the COUNTY 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) which result from the alleged negligent acts, errors or omissions of the CITY, its employees or agents, and COUNTY employees for acts or omissions resulting from performance under Section 3 of this agreement.

COUNTY agrees to indemnify, defend and hold harmless the CITY 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) which result from the alleged gross negligence or willful misconduct, of its employees acting under Section 3. COUNTY additionally agrees to indemnify and defend CITY for any breach of contract or alleged negligence, error, or omission of its employees acting outside of Section 3.

**10. Miscellaneous Provisions**

Time is of the essence in this Agreement and all parties agree to proceed with due diligence to fulfill its terms. This Agreement shall be interpreted in accordance with the laws of the State of California, and the exclusive jurisdiction and venue over any litigation arising here from shall be the appropriate court of Nevada County, California. This Agreement contains the entire agreement between the parties with regard to all matters contained herein and supersedes all previous discussions, representations, and correspondence between the parties. If any provision of this Agreement shall be declared void, voidable, illegal or unenforceable by any court of competent jurisdiction, administrative panel or arbitration panel, such declaration or finding shall not void or cancel the other provisions of this Agreement, which shall remain binding upon the parties. No modification of this Agreement may be made except in a recorded writing signed by all parties that is approved in the manner required by California law for contracting with government agencies. This Agreement may be signed in counterparts, each of which shall constitute an original and collectively shall constitute one instrument. The parties hereto have independently reviewed this Agreement and no presumption shall arise from the fact that it was prepared by or at the request of either party. The parties shall fully cooperate with each other in performance of this Agreement, including execution of any and all reasonably required documents and take any reasonably required further acts.

**11. Employee Status**

Notwithstanding the parties' mutual indemnity under section 9, the CITY and COUNTY are each responsible for all benefits, salaries, and other employer duties for their respective employees.

IN WITNESS WHEREOF, the CITY OF GRASS VALLEY and COUNTY OF NEVADA have executed this agreement on the day and year set forth below.

COUNTY OF NEVADA

Hank Weston  
Honorable Hank Weston  
Chair, Board of Supervisors

Dated: 6/20/2017

Attest:

Judith G. Hunt  
Clerk of the Board of Supervisors

Approved as to Form:

Alison Barratt Dea  
County Counsel

CITY OF GRASS VALLEY

Howard Levine  
Howard Levine,  
Mayor

Dated: 5/30/2017

Kristi Basher  
City Clerk

Michael Colantuono  
Michael Colantuono, City Attorney