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## GRASS VALLEY

### City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

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Tuesday, January 14, 2025 at 6:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## AGENDA

Any person with a disability who requires accommodations to participate in this meeting should telephone the City Clerk's office at (530)274-4390, at least 48 hours prior to the meeting to make a request for a disability related modification or accommodation.

**Mayor Hilary Hodge, Vice Mayor Haven Caravelli, Councilmember Jan Arbuckle,  
Councilmember Joe Bonomolo, Councilmember Tom Ivy**

## MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 6:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com), or on the City of Grass Valley YouTube channel at <https://www.youtube.com/@cityofgrassvalley.com>

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to [public@cityofgrassvalley.com](mailto:public@cityofgrassvalley.com). Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com). Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com), subject to City staff's ability to post the documents before the meeting.

Please note, individuals who disrupt, disturb, impede, or render infeasible the orderly conduct of a meeting will receive one warning that, if they do not cease such behavior, they may be removed from the meeting. The chair has authority to order individuals removed if they do not cease their disruptive behavior following this warning. No warning is required before an individual is removed if that individual engages in a use of force or makes a true threat of force. (Gov. Code, § 54957.95.)

Council Chambers are wheelchair accessible and listening devices are available. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting by calling (530) 274-4390, we are happy to accommodate.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

AGENDA APPROVAL - *The City Council reserves the right to hear items in a different order to accomplish business in the most efficient manner.*

## REPORT OUT OF CLOSED SESSION

## INTRODUCTIONS AND PRESENTATIONS

1. Awarding of the Mayor's Award Plaque

PUBLIC COMMENT - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. Speaker cards are assigned for public comments that are on any items not on the agenda, and within the jurisdiction or interest of the City. Speaker Cards can be pulled until the opening of public comment at which time sign ups will no longer be allowed. These cards can be found at the City Clerks desk. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional). Thirty minutes of public comment will be heard under this item in order of the speaker card assigned and the remaining general public comments will be heard at the end of the meeting. We will begin with number one.*

CONSENT ITEMS -*All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

2. Approval of the Regular Meeting Minutes of December 10, 2025.

**Recommendation:** Council approve minutes as submitted.

3. Fire Aside Defensible Space Inspection Software

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the Fire Chief to enter into an agreement, upon legal review, for purchase of Fire Aside Defensible Space Inspection Software in the amount of \$11,660.80, 2) authorize Finance Director to make necessary budget adjustment from Measure B to facilitate the purchase.

4. Recognized Obligation Payment Schedule (ROPS 25-26) for July 2025 through June 2026

**CEQA:** Not a Project

**Recommendation:** It is recommended that the Successor Agency adopt Resolution No. SA 2025-01 approving the Recognized Obligation Payment Schedule (ROPS 25-26) for the time period July 1, 2025 through June 30, 2026

5. Agreement with Nevada County Probation for AB109 Officer services

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the agreement (extension) between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services; and 2) authorize the Finance Director to make any budget amendments, budget transfers, and personnel allocation changes as necessary.

6. Appointment of City Councilmembers and Staff to Boards and Commission

**CEQA:** Not a Project

**Recommendation:** Approve Mayor Hodge's recommended appointments of Councilmembers and Staff to various Boards and Commissions.

7. Appointment of Planning Commissioner

**CEQA:** Not a Project

**Recommendation:** That Council approve the appointment of Sherri Speights as Planning Commissioner for Councilmember Bonomolo.

8. Appointment of Measure B Oversight Committee Members

**CEQA:** Not a Project

**Recommendation:** That the City Council appoint Measure B Oversight Committee members Aguilar, Bibby, and McCall to terms ending December 2028.

9. Appointment of Measure E Oversight Committee Members

**CEQA:** Not a Project

10. Lexipol Policy System for Fire Department and General City Policies

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the Fire Chief and Deputy City Manager to enter into an agreement, upon legal review, for purchase of Lexipol for onetime costs of \$39,719.50 and annual cost of \$16,307.75 2) authorize Finance Director to make necessary budget adjustment

**ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS**

**REORGANIZATION RELATED ITEMS**

**PUBLIC HEARING**

**ADMINISTRATIVE**

**11.** Main and South Auburn Streets Intersection Improvements

**CEQA:** Categorically Exempt - Section 15301 “Existing Facilities”

**Recommendation:** That Council provide direction to Staff on whether to retain the traffic signal at Main St and S Auburn St or revert to a stop controlled intersection.

**12.** City of Grass Valley Strategic Plan Update

**CEQA:** Not a Project

**Recommendation:** Staff is seeking direction from the City Council regarding the next steps for updating or developing a new City of Grass Valley Strategic Plan.

**BRIEF REPORTS BY COUNCIL MEMBERS**

**CONTINUATION OF PUBLIC COMMENT**

**ADJOURN**

**POSTING NOTICE**

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, January 14, 2025, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, January 10, 2025.

\_\_\_\_\_  
**Taylor Whittingslow, City Clerk**



**GRASS VALLEY**

**City Council Regular Meeting, Capital Improvements Authority and  
Redevelopment "Successor Agency"**

Tuesday, December 10, 2024 at 6:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

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**MINUTES**

**CALL TO ORDER**

The meeting was called to order at 6:02 pm.

**PLEDGE OF ALLEGIANCE**

Mayor Arbuckle led the pledge of allegiance.

**ROLL CALL**

**PRESENT**

- Councilmember Bob Branstrom
- Councilmember Haven Caravelli
- Councilmember Tom Ivy
- Vice Mayor Hilary Hodge
- Mayor Jan Arbuckle

**AGENDA APPROVAL -**

Staff requested to add an item of Surplus Property.

Motion to approve agenda with added item by Councilmember Ivy, Seconded by Vice Mayor Hodge. Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

**REPORT OUT OF CLOSED SESSION**

There was no closed session.

**INTRODUCTIONS AND PRESENTATIONS**

1. Presentation of the 2024 Mayors Award

**PUBLIC COMMENT -**

In-Public speakers: 1 through 7.

Virtual public comments are attached.

**CONSENT ITEMS -**

Councilmember Branstrom requested that item #4 (Loma Rica Ranch—Accept Open Space Dedication and M1 Zone parcel) be removed for discussion.

Public Comment: Matthew Coulter

Motion to approve consent with noted change by Vice Mayor Hodge, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

2. Approval of the Regular Meeting Minutes of November 26, 2024

**Recommendation:** Council approve minutes as submitted.

3. Confirming the purchase of properties at 110 Springhill Drive (APN's 009-720-035, 009-720-036, 009-720-037, and 009-720-038) for \$995,000

**CEQA:** Categorically Exempt - Section 15301 of CEQA Guidelines (Existing Facilities)

**Recommendation:** That Council 1) approve the purchase agreement with Lewis Family Trust for the properties at 110 Springhill Drive (APN's 009-720-035, 009-720-036, 009-720-037, and 009-720-038), subject to legal review; 2) approve the purchase amount of \$995,000, 3) authorize the City Manager to sign all real estate documents required to complete the purchase with Lewis Family Trust, subject to legal review and the Planning Commission finding that this land purchase is in compliance with the City's General Plan; and 4) approve the Finance Director to make the necessary budget adjustments and transfers to complete these actions.

4. Prefabricated Restrooms - Approve Purchase Agreements

**CEQA:** N/A - Not A Project

**Recommendation:** That Council 1) approve the purchase of three prefabricated restrooms from Public Restroom Company, 2) authorize the City Engineer to execute purchase agreements with Public Restroom Company in the amount not to exceed \$240,000 per installed turnkey structure, subject to legal review, and 3) authorize the Finance Director to execute the necessary budget transfer of Measure E funds to fully fund the purchases.

5. HSIP Pedestrian Crossing Improvements Project - Final Acceptance

**CEQA:** N/A - Project is Complete

**Recommendation Motion:** That Council: 1) accept the HSIP Pedestrian Crossing Improvements Project as complete, and 2) authorize the City Engineer to file a Notice of Completion with the County Recorder.

6. Second reading of Ordinance No. 78- Municipal Code Section 8.16 Fire Control Regulations

**CEQA:** Not a project

**Recommendation:** That Council: 1) hold a second reading by title only and adopt Non-Urgency Ordinance 78 - 8.16 Fire Control Regulations

7. Staffing allocation and job description adoption

**CEQA:** Not a project

**Recommendation:** That the Council: (1) adopt the attached job descriptions and associated salary schedules; (2) authorize the filling of job classes as presented; and (3) direct the Finance Director to make necessary budget adjustments.

**ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS**

8. Loma Rica Ranch - Accept Open Space Dedication and M1 Zone parcel

**CEQA:** Not a Project pursuant to Government Code §21065 because the land dedication will not cause a physical change in the environment

**Recommendation:** That Council 1) accept a Grant Of Open Space Land (“Agreement”) across portions of the Loma Rica Ranch property and 10 Acres of M1 adjacent to Brunswick Road, 2) authorize the City Manager to execute any necessary agreements for the land dedication to the city, subject to results of an Environmental Site Assessment, the Planning Commission’s finding that this land purchase is in compliances with the City’s General Plan, and subject to legal review and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed.

Tim Kiser, City Manager, gave the council an overview of the item.

Public Comment: Matthew Coulter

Motion made to 1) accept a Grant Of Open Space Land (“Agreement”) across portions of the Loma Rica Ranch property and 10 Acres of M1 adjacent to Brunswick Road, 2) authorize the City Manager to execute any necessary agreements for the land dedication to the city, subject to results of an Environmental Site Assessment, the Planning Commission’s finding that this land purchase is in compliances with the City’s General Plan, and subject to legal review and 3) authorize the City Clerk to sign the Certificate of Acceptance for the grant deed by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

**REORGANIZATION RELATED ITEMS**

Surplus Property Designation and Disposition

**CEQA:** Not a project

**Recommendation:** That the Council adopt resolution No. 2024-84 declaring a police K9 vehicle as surplus and authorize the sale to an out-of-state public safety entity

Alex Gammelgard, Police Chief, gave an overview presentation to the council.

Motion made to adopt resolution No. 2024-84 declaring a police K9 vehicle as surplus and authorize the sale to an out-of-state public safety entity by Councilmember Caravelli, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

**PUBLIC HEARING**

**REORGANIZATION RELATED ITEMS**

9. Canvass and Statement of Results for the November 5, 2024 General Municipal Election.

**CEQA:** Not a project

**Recommendation:** Adopt Resolution No. 2024-83, finding and declaring the results of the November 5, 2024 General Municipal Election.

Public Comment: Lisa Swarthout, Matthew Coulter

Motion was made to adopt Resolution No. 2024-83, finding and declaring the results of the November 5, 2024 General Municipal Election by Vice Mayor Hodge, Seconded by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

10. New Council Member Installation - Jan Arbuckle, Joe Bonomolo, & Tom Ivy

**CEQA:** Not a project

**Recommendation:** The City Clerk will administer the oath of office to newly elected Council Members Jan Arbuckle, Joe Bonomolo, and Tom Ivy for a four-year term commencing December 10, 2024, and continuing through December 12, 2028, or until their successor is elected and the election has been certified.

11. Council Reorganization - Selection of Mayor and Vice Mayor

**CEQA:** Not a project

**Recommendation:** The City Clerk should conduct the election of the Mayor. The City Clerk will then turn the meeting over to the new Mayor, who will conduct the election of the Vice Mayor.

A motion was made to nominate Hilary Hodge for mayor and Haven Caravelli as vice mayor by Councilmember Arbuckle and seconded by Councilmember Bonomolo.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle

### **BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Bonomolo wanted to thank Bob Branstrom for his kind words and looks forward to learning and serving. Councilmember Arbuckle attended the League Leader Board Meeting, GVDA and Chamber installation, and the opening of Lyman Gilmore's playground. Councilmember Ivy had nothing to report. Vice Mayor Caravelli attended the Turkey Trot, Coffee with District 3 Supervisor, meeting with the Habitat Folks, Cornish Christmas, Lyman Gilmore ribbon cutting for the playground, and ERC meeting. She met with a new business owner in town, had coffee with Councilmember Bonomolo, visited the Miracle Bar, and wants to wish everyone a Happy Holiday season. Mayor Hodge has loved visiting Downtown and attended the youth orchestra performance.

### **CONTINUATION OF PUBLIC COMMENT**

### **ADJOURN**

The meeting was adjourned at 7:21 pm.

\_\_\_\_\_  
Hilary Hodge, Mayor

\_\_\_\_\_  
Taylor Whittingslow, City Clerk

Adopted on: \_\_\_\_\_



**Taylor Whittingslow**

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**From:** WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>  
**Sent:** Tuesday, December 10, 2024 7:01 PM  
**To:** Public Comments  
**Subject:** Voicemail from [REDACTED] on Dec 10 2024 7:00 PM  
**Attachments:** 1733886003-0000235b.mp3



## You received a new voicemail message



New voicemail message

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**Time:** Tuesday, December 10 2024 7:00 PM

**From:** [REDACTED]

**Duration:** 26 seconds

**Voicemail box:** 8880

**Transcript:** Hi Taylor, Matthew Colter. You need to slow the meeting down and figure out another way to get public comment in because I'm doing what is said on the thing which is call in and you're not allowing my public comments to get through. So I'd please put my public comment through for this transition of power would be great. Thanks a lot.

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**Taylor Whittingslow**

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**From:** WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>  
**Sent:** Tuesday, December 10, 2024 6:59 PM  
**To:** Public Comments  
**Subject:** Voicemail from [REDACTED] on Dec 10 2024 6:56 PM  
**Attachments:** 1733885784-00002359.mp3



## You received a new voicemail message



New voicemail message

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**Time:** Tuesday, December 10 2024 6:56 PM

**From:** [REDACTED]

**Duration:** 1 minute 11 seconds

**Voicemail box:** 8880

**Transcript:**

Yes, this is Matthew Coulter commenting on the election results and Yeah, sorry. I'm not able to sit up there with you guys the voters Did not choose me as they did not choose me two years ago But I will run again in two years and hopefully will be able to run against Hillary which I hope she's completed her DUI time by then and Haven which I hope her coffers are filled with her filtering of the city's funds by then So, until then, I can't wait to just enjoy your meetings, and see you later, Bob, because you did absolutely nothing, and I can't believe that the voters put Jan in because she has done nothing. I wish she'd point to one thing that she's done in the time that she's been there in the 20 years. Just one thing, please, anyone. One thing. Please. So, we'll see you again in two years with the election cycle, but until then, you'll hearing from me every two weeks. Excellent. You're doing great. You look wonderful. Plastic surgeries, good choice.

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**Taylor Whittingslow**

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**Sent:** Tuesday, December 10, 2024 6:37 PM  
**To:** Public Comments  
**Subject:** Voicemail from [REDACTED] on Dec 10 2024 6:35 PM  
**Attachments:** 1733884511-0000234f.mp3



## You received a new voicemail message



New voicemail message

**Time:** Tuesday, December 10 2024 6:35 PM

**From:** [REDACTED]

**Duration:** 34 seconds

**Voicemail box:** 8880

**Transcript:** Yes, I'd like to comment on that piece of purchase on Brunswick Road in Idaho, Maryland. That's right next to the creek. It's too close to the creek and too much impact to the creek to have such an industrial usage that wasn't in the general plan or anything. It was supposed to all be a park at one time and now it's becoming industrial biomass plan. Very bizarre that the city's continuing what they're doing with the destruction of a historic town. Thank you. Matthew Coulter, Grass Valley.

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Item # 2.

**Taylor Whittingslow**

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**Sent:** Tuesday, December 10, 2024 6:33 PM  
**To:** Public Comments  
**Subject:** Voicemail from [REDACTED] on Dec 10 2024 6:30 PM  
**Attachments:** 1733884251-0000234e.mp3



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New voicemail message

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**Time:** Tuesday, December 10 2024 6:30 PM

**From:** [REDACTED]

**Duration:** 1 minute 9 seconds

**Voicemail box:** 8880

**Transcript:**

This is Matthew Colter commenting on the consent calendar and just like to say how wonderful you are and everything you do including buying a third public works yard separate from the other public works yards is even better because now it's stretched way across town. So just more wasted time for people going back and forth which is wonderful because it just stretches out staff time so staff can just kind of drive back and forth and they're up to 50s and scratch their heads because they don't seem to be doing much else for Public Works. And it's wonderful though, I'm just so happy that you guys are buying a Public Works facility, repair facility up on the steep hill on Spring Hill, which already is a very, very difficult intersection to get in and out of as you can notice by the scrape marks on the ground. So your choice of places is awesome and the multi-million dollar expenditures is awesome that you guys did. You're perfect. You're wonderful. Keep up the good work and keep spending people's money.

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**Taylor Whittingslow**

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**Sent:** Tuesday, December 10, 2024 6:25 PM  
**To:** Public Comments  
**Subject:** Voicemail from [REDACTED] Dec 10 2024 6:22 PM  
**Attachments:** 1733883727-0000234c.mp3



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New voicemail message

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**Time:** Tuesday, December 10 2024 6:22 PM

**From:** [REDACTED]

**Duration:** 1 minute 51 seconds

**Voicemail box:** 8880

**Transcript:**

Hi, this is Matthew Coulter from Grass Valley Calling, and I would like the city to return a call when I call to ask for the address to participate by Zoom that was ordered by the City Council and city lawyers and the city manager so I could participate in these meetings. And besides that, I'd like to just say how great you all are. Everything you do is fantastic. You could do nothing wrong. everything you've ever done in your past 30 years is flawless. I just agree that everyone should agree that you are flawless and do everything correct with every decision you've ever made for the city of Grass Valley and it's just wonderful to have you all there in such a pristine and glowing light of perfection, that we can all look at you as leaders and aspire to be as perfect as you guys are and as flawless as you are and spend people's money in the most appropriate manners that you do for all the citizens of Grass Valley, including all the people that are living on the streets of Grass Valley. They are so to you guys and would just like to extend their glowing recommendation for everything you've done for them, including the guy that was responded to three

times today on South Auburn. He's very happy for such attention. And so we'd  
like to say how perfect you are and continue to be the most wonderful, perfect, most  
stunning individuals that this has ever seen. Thank you.

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## Taylor Whittingslow

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**Sent:** Tuesday, December 10, 2024 3:47 PM  
**To:** Public Comments  
**Subject:** Voicemail from [REDACTED] on Dec 10 2024 3:45 PM  
**Attachments:** 1733874355-0000228b.mp3



## You received a new voicemail message



New voicemail message

**Time:** Tuesday, December 10 2024 3:45 PM

**From:** [REDACTED]

**Duration:** 58 seconds

**Voicemail box:** 8880

**Transcript:**

Hello, my name is Rob Katzenstein. I live on North Auburn Street in Grass Valley. And I'd just like to thank Bob Branson for making this town a much more livable, beautiful, and sustainable one. He has had many meetings with his constituents and attended countless community events. Bob was an aware, active, and eager listener and took recommendations to action. I hope his work will continue in such areas as electrical vehicle charging for downtown, creation of open spaces and trails, and also bike paths. His thoughtful presence will be missed in grass valley civic procedures. Thank you, Bob. I sincerely appreciate your contribution to our town. Thanks again.

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**Taylor Whittingslow**

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**From:** Tammy Gregerson [REDACTED]  
**Sent:** Tuesday, December 10, 2024 4:29 PM  
**To:** Public Comments  
**Subject:** Christmas Care Day Support

Hello Council Members,

My name is Tammy Gregerson and I am a resident of the city of Grass Valley.

I am writing in support of the upcoming Christmas Care Day being hosted by the Nevada County Mutual Aid group at the Elks Lodge on Christmas day. I have not had the opportunity to participate in one of the previous community care days, but I know there were free meals and clothing given out, as well as other resources. I also know that there was an aggressive arrest of an individual at one of these events.

I am asking the council to support this upcoming event as well and to ensure that an incident like the one described above does not happen.

Building off a discussion at a previous meeting, regarding our unhoused neighbors, this event is one way to provide support and build and strengthen relationships. It is a piece in the puzzle to end homelessness.

Thank you for your time,  
Tammy



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Fire Aside Defensible Space Inspection Software

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the Fire Chief to enter into an agreement, upon legal review, for purchase of Fire Aside Defensible Space Inspection Software in the amount of \$11,660.80, 2) authorize Finance Director to make necessary budget adjustment from Measure B to facilitate the purchase.

**Prepared by:** Sam Goodspeed- Division Chief

**Council Meeting Date:** 01/14/2025

**Date Prepared:** 01/08/2025

**Agenda:** Consent

**Background Information:**

With the passage of Measure B in 2024, the City of Grass Valley is introducing a Community Risk Reduction Officer and team dedicated to proactive risk reduction strategies, including defensible space inspections for residential properties and parcels within the City.

To enhance the efficiency and effectiveness of these inspections, the Fire Aside software will be implemented, replacing the current manual system of forms, letters, and checklists. This new software streamlines the evaluation process, providing a consistent, property-specific interaction report for residents.

The customized reports prioritize actions based on risk, offering detailed recommendations that engage property owners and drive meaningful mitigation efforts. By delivering clear and actionable information, the platform fosters better communication and collaboration with residents while ensuring consistency and accuracy at the parcel level.

Fire Aside is widely adopted across the state, including by our neighboring partners in Nevada City, Nevada County, and Truckee, creating alignment and interoperability within the region. Its user-friendly interface and rapid implementation will help modernize our approach to defensible space inspections and community risk reduction, aligning us with best practices statewide.

**Council Goals/Objectives:** The implementation of the Community Risk Reduction program and Fire Aside software, funded by Measure B, directly supports our mission to deliver exceptional public safety.

**Fiscal Impact:** Measure B will provide the necessary funding for the Fire Aside software, enabling the City to modernize its approach to defensible space inspections. For the current year, the cost of implementation is \$11,660.80, determined by the number of parcels within the City. This investment enhances efficiency and consistency in risk reduction efforts, supporting the City's commitment to exceptional public safety and wildfire preparedness."

**Funds Available:** Yes

**Account #:** Measure B

**Reviewed by:**

**Attachments:** Sole Source Letter, Sales Agreement

# Fire Aside Master SaaS Agreement

This Software-as-a-Service (SaaS) Agreement (“Agreement”) is being entered into as of \_\_\_\_\_ (“Effective Date”) by and between Grass Valley Fire Department (“Customer”), with a principal place of business at 125 E. Main Street, Grass Valley, CA 95945 and Fire Aside, Inc. (“Supplier”), a Delaware corporation with a principal place of business at 510 Red Hill Avenue, San Anselmo, CA 94960.

In consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

## 1 DEFINITIONS

- 1.1 “**Data**” means information and data submitted by or on behalf of Customer to Supplier for incorporation into the SaaS Service. This shall also include data that is collected or generated during the use of the Product Modules, definition below.
- 1.2 “**Documentation**” means the online user instructions or knowledge base, help files and training materials made available by Supplier to Customer for use with the SaaS Service, as may be updated from time to time by Supplier, at its sole discretion. Changes to Documentation shall not alter the terms and conditions of this Agreement.
- 1.3 “**SaaS Service**” means Internet access to Supplier’s Product Module(s) software.
- 1.4 “**Services**” means the SaaS Service and any Setup Services.
- 1.5 “**Setup Services**” means the implementation, consulting, development and other professional services that Supplier may perform as described



- in Exhibit A.
- 1.6 “**Third Party Offerings**” means applications, services, platforms, software and products provided by third parties that interoperate with the SaaS Service and Product Modules.
- 1.7 “**Users**” means Customer’s employees, member agency representatives and consultants (a) who are authorized by Customer to access and use the SaaS Service and (b) who have been supplied unique user identifications and passwords for such purpose by Customer (or by Supplier at Customer’s request).
- 1.8 “**Product Module(s)**” refers to discrete and specialized components or functional units within the Software as a Service (SaaS) offering. Specifically, at the time of this agreement, these modules include: i. ChipperDay® Reservation System, ii. DSI Inspection System, iii. OES Triage Inspection System, and iv. Grants Processing System. All that are applicable shall be described in Exhibit A and provided by Supplier to Customer hereunder. The functional or feature distinctions of Product Modules may be updated from time to time by Supplier, at its sole discretion.
- 1.9 “**Field Application(s)**” refers to mobile apps, built and maintained by Supplier, primarily for the use of data collection as necessary to utilize Product Module(s).

## 2 LICENSES AND RESTRICTIONS

- 2.1 **Access and Use License.** Subject to Customer’s compliance with the terms and conditions contained in this Agreement, Supplier hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable right for its Users to access and use the Product Modules of the SaaS Service in accordance with the Documentation in each case solely for Customer’s internal business purposes. Customer agrees that its purchase of the Services is neither

contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding any future functionality or features.

2.2 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SaaS Service; (b) modify, translate, or create derivative works based on any element of the SaaS Service or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Service; (d) use the SaaS Service for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer, with the exception of use by individuals or residents within Customers contracted area in accordance with the duly contracted Product Module(s); (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties, except as required by law, any evaluation of the SaaS Service and Product Module(s) without Supplier's prior written consent; (g) use the SaaS Service and Product Module(s) for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SaaS Service and Product Module(s); or (i) attempt to gain unauthorized access to the SaaS Service, Product Module(s), or their related systems or networks.

2.3 **Reservation of Rights.** Except as expressly granted in this Agreement, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Supplier.

### 3 THIRD PARTY OFFERINGS.

3.1 **Third Party Offerings.** The SaaS Service may contain features designed to interoperate with Third Party Offerings. To use such features, Customer may be required to obtain access to such Third Party Offering

from their providers. If the provider of any Third-Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding SaaS Service features on reasonable terms, Supplier may cease providing such features without entitling Customer to any refund, credit, or other compensation. Any use by Customer of any such Third-Party Offerings, and any exchange of data between Customer and any provider of a Third Party Offering, is solely between Customer and the applicable provider of the Third-Party Offering. Supplier does not warrant or support any Third-Party Offering.

- 3.2 **Supplier Access Codes.** To the extent that Supplier requires that Customer grant Supplier authorizations, logins, passwords or other user credentials to a Third-Party Offering (“Supplier Access Codes”) to enable interoperability with the SaaS Service, Customer shall promptly provide such Supplier Access Codes. Supplier shall not share, reassign, divulge or disclose any Supplier Access Codes except to Supplier employees or contractors specifically engaged in the performance of the Services. Supplier Access Codes shall constitute Customer’s Confidential Information under this Agreement.

#### 4 **PASSWORDS & SECURITY.**

- 4.1 **Passwords.** The SaaS Service shall protect access to tools and data through the use of usernames and passwords. The Customer shall ensure that all passwords, access credentials, and related authentication information are kept strictly confidential. This includes, but is not limited to, login credentials for accessing the SaaS Service and any Field Applications. Customer is responsible for creating strong and secure passwords, utilizing a combination of upper and lower-case letters, numbers, and special characters. Passwords should not be easily guessable and should be updated regularly. Customer shall be, and shall ensure that each of its Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. Customer is solely responsible for any and all access and use of

- the SaaS Service that occurs using logins and passwords Supplier issues to Users. Customer shall restrict its Users from sharing passwords. This includes revoking access for users who no longer require it. Customer agrees to immediately notify Supplier of any unauthorized use of any account or login and password issued to Customer's Users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's User accounts, and Customer is responsible for compliance by each User with the terms of this Agreement. Supplier shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section. In cases where the Customer requires assistance with password recovery or account access, they are responsible for following the designated account recovery procedures provided by the SaaS Service.
- 4.2 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the SaaS Service. Customer will immediately notify Supplier of any breach, or attempted breach, of security known to Customer.
- 4.3 **Security Measures.** Supplier implements commercially reasonable technical, administrative, and organizational measures to protect Data both online and offline from loss, misuse, and unauthorized access, disclosure, alteration or destruction.
- 4.3.1 **Data In Transit.** Supplier uses industry standard encryption algorithms and best practice configurations to ensure security of data transmissions. For example, encryption using AES-256, Data Authentication using at least SHA1, and Handshake encryption using at least RSA-2048. In certain cases, Supplier may secure data in transit through use of its own encryption and configuration policies, which are recognized as industry standard by a technology standard organizations; like, IEEE and RFC.
- 4.3.2 **Access to Software.** Supplier uses SSL/TLS (FTPS) and the SSL/TLS to access/provide access to software or services. The certificate used to encrypt information is from a trusted certificate authority with data authentication of at least SHA1 and handshake encryption

using at least RSA-2048.

- 4.3.3 **Data at Rest.** Supplier encrypts all data and metadata at rest using an industry standard AES-256 encryption algorithm or as updated and determined by Supplier.

## 5 CUSTOMER OBLIGATIONS.

- 5.1 **Data.** Customer shall deliver Data to Supplier as reasonably requested by Supplier. Customer hereby grants to Supplier a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense, including, without limitation, through multiple tiers of sublicensees) to use, reproduce, prepare derivative works, distribute, perform, display, and otherwise exploit the Data in connection with the SaaS Service and Supplier's (and its successors' and affiliates') business, including, without limitation, for the purpose of promoting and redistributing part or all of the SaaS Service.
- 5.2 **Acceptable Uses.** Customer shall be solely responsible for its actions and the actions of its Users while using the SaaS Service. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Service, including, without limitation, the provision and storage of Data; (b) not to use, send or store data on or to the SaaS Service which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, other than property addresses and ownership records to the extent necessary to use the SaaS Service; (d) not to interfere or disrupt networks connected to the SaaS Service or interfere with other ability to access or use the SaaS Service; and (e) to use the SaaS Service only in accordance with the Documentation. Customer acknowledges and agrees that Supplier neither endorses the contents of any Customer communications or Data, nor assumes any responsibility for any offensive material contained therein, any

infringement of third-party intellectual property rights arising therefrom or any crime facilitated thereby. Supplier, in its discretion, may remove, in its reasonable belief, any violating content posted or stored using the SaaS Service or transmitted through the SaaS Service, without notice to Customer. Notwithstanding the foregoing, Supplier does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Data or any other information or data input into or stored in the SaaS Service for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality, accuracy, legality, reliability, and appropriateness of Data.

**5.3 Accuracy of Customer's Contact Information; Email Notices.**

Customer agrees to provide accurate, current and complete information as necessary for Supplier to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current, and inform Supplier of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from Supplier at the e-mail addresses specified by its Users for login purposes. In addition, Customer agrees that Supplier may rely and act on all information and instructions provided to Supplier by Users from the above-specified e-mail address.

**5.4 Temporary Suspension.** Supplier may temporarily suspend Customer's or its Users' access to the SaaS Service in the event that either Customer or any of its Users is engaged in, or Supplier in good faith suspects Customer or any of its Users of unauthorized conduct that violates this Agreement. Supplier will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Supplier's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. Supplier shall not temporarily suspend Customer's or its User's access to the SaaS Service during a declared local emergency. A suspension may take effect for Customer's entire account and Customer

understands that such suspension would therefore include User sub-accounts. Customer agrees that Supplier shall not be liable to Customer, any of its Users, or any other third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access and use of the SaaS Service. Notwithstanding anything in this Section to the contrary, Supplier's suspension of SaaS Service is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

- 5.5 **Emergency metering.** In the event of emergencies, Supplier may, at its sole discretion, implement temporary measures to conserve critical resources, such as bandwidth, database connections, or access to specific features or functions within the SaaS Service and Product Module(s). These measures are designed to ensure the availability of resources for users and emergency services in affected areas. It is important to note that these resource conservation measures shall not be deemed as a Suspension of service. These resource conservation actions will be taken judiciously to support the continuity of essential services during emergency events, and Supplier will make reasonable efforts to minimize any disruption to regular service usage. This approach is aimed at maintaining the integrity and availability of the SaaS Service and Product Module(s) during critical situations, and Supplier will promptly communicate any such actions to the Customer as far as reasonably practicable.
- 5.6 **User-generated Content.** Certain features of the SaaS Service and Product Module(s) allow residents; generally the public, to upload images and create user-generated content (hereinafter referred to as

"UGC"). Customer acknowledges and agrees that they are solely responsible for determining whether any user-generated content submitted, posted, or otherwise provided through the services under this Master Services Agreement (the "Agreement") is inappropriate or violates any applicable laws, regulations, or content guidelines; and further, responsible for any and all actions taken as a result of such determination. Customer agrees to indemnify, defend, and hold harmless Supplier, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Customer's determination of inappropriate UGC, the establishment and enforcement of behavior standards, and any actions taken by the Customer in connection with these responsibilities.

## 6 AVAILABILITY; SUPPORT.

- 6.1 **Availability.** Subject to the terms and conditions of this Agreement, Supplier will use all commercially reasonable efforts to make the SaaS Service available with minimal downtime during the hours of 0600 (6:00am) through 1800 (6:00pm) Pacific time with the exclusion of US federal holidays, unless otherwise stated an Exhibit to this Agreement; provided, that the following are excepted from availability commitments: (a) planned downtime, with regard to which Supplier will use commercially reasonable efforts to provide at least 24 hours advance notice, and (b) routine maintenance times as reasonably specified by Supplier, and (c) any unavailability caused by circumstances of Force Majeure described in Section 15.10.
- 6.2 **Enhancements.** Certain enhancements to the SaaS Service made generally available at no cost to all subscribing customers during the term of this Agreement will be made available to Customer at no additional charge, subject to any conditions that may be required by Supplier. However, upon prior approval, the availability of some new enhancements or modules to the SaaS Service may require the payment of additional fees, and Supplier will determine at its sole discretion



whether access to any other such new enhancements will require an additional fee. This Agreement will apply to, and the SaaS Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the SaaS Service subsequently provided by Supplier to Customer hereunder.

**6.3 Support.** Supplier will provide technical and service-related support to Customer via both electronic mail and the support ticketing system, on weekdays during the hours of 0700 (7:00 am) through 1800 (6:00 pm) Pacific time, with the exclusion of US federal holidays (“Support Hours”). After hours support will be triaged based on severity with a focus to prioritize any issues related to resident access. Customer can seek support by calling the Supplier or by emailing support@fireaside.com.

## 7 SETUP SERVICES.

7.1 Supplier shall use commercially reasonable efforts to perform the Setup Services as set forth in Exhibit A. Supplier and Customer shall cooperate to enable Supplier to perform the Setup Services according to the dates of performance and delivery terms set forth in Exhibit A. In addition, Customer shall perform any Customer obligations specified in Exhibit A. In the event the Setup Services are not performed in material accordance with the terms of Exhibit A, Customer shall notify Supplier in writing no later than thirty (30) calendar days after performance of the affected Setup Services by Supplier. Customer’s notice shall specify the basis for noncompliance with Exhibit A, and if Supplier agrees with the basis for non-compliance, then at Supplier’s sole option, Supplier shall re-perform the Setup Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Setup Service. THE FOREGOING CONSTITUTES CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE SETUP SERVICES.

## 8 FEES AND PAYMENT.

- 8.1 **Fees.** Customer agrees to pay all fees specified in Exhibit A using one of the payment methods supported by Supplier.
- 8.2 **Invoices and Payment.** Except as otherwise specified in this Agreement or in Exhibit A, all fees will be invoiced in advance. Except as otherwise set forth in the applicable Exhibit, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.
- 8.3 **Taxes.** “Taxes” means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party’s net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this Agreement or under any document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, Supplier has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by Supplier unless Customer has furnished Supplier with valid tax exemption documentation regarding such Taxes at the execution of this Agreement or at the execution of any subsequent instrument or agreement ancillary to or referenced by this Agreement. Customer shall comply with all applicable tax laws and regulations.

## 9 REPRESENTATIONS AND WARRANTIES.

- 9.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) it has the right to grant the licenses it grants hereunder; and (c) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.
- 9.2 **Supplier Warranties.** Supplier represents and warrants that it will provide the SaaS Service in a professional manner consistent with general industry standards and that the SaaS Service will perform substantially in accordance with the Documentation. SUPPLIER WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. SUPPLIER DOES NOT GUARANTEE THAT THE SAAS SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT SUPPLIER WILL CORRECT ALL SAAS SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT SUPPLIER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SUPPLIER (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER SUPPLIER NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL SUPPLIER OR ANY OF ITS SERVICE PROVIDERS BE LIABLE

FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

## 10 INDEMNIFICATION.

- 10.1 **Supplier Indemnity.** During term of this Agreement, Supplier, at its expense, shall to the fullest extent permitted by law indemnify, release, hold harmless, and defend Customer and its officers, agents, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party (a "Third-Party Claim") alleging that the SaaS Service infringes any copyright or misappropriates any trade secret or intellectual property rights and shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Supplier's obligations under this Section are conditioned upon (i) Supplier being promptly notified in writing of any claim under this Section though Supplier is only excused to the extent it is prejudiced by lack of prompt notice, (ii) Supplier having the right to control the defense, except as required by law, and (iii) Customer providing all reasonable assistance (at Supplier's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Supplier's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Supplier's right to control the defense and settlement.
- 10.2 **Customer Indemnity.** During the term of this Agreement, Customer shall defend Supplier and its officers, directors and employees ("Supplier Indemnified Parties") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Data (and the exercise by Supplier of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party's intellectual property rights, privacy rights or other rights; (b) Customer's use or alleged use of the SaaS Service other than as

permitted under this Agreement; (c) or bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use or alleged use of the SaaS Service. Customer shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Customer's obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) Supplier providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall Supplier settle any claim without Customer's prior written approval. Supplier may, at its own expense, engage separate counsel to advise Supplier regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.

## **11 LIMITATIONS OF LIABILITY.**

11.1 11.1 NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF SUPPLIER) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections

entitled "Restrictions", "Indemnification", or "Confidentiality".

## 12 CONFIDENTIALITY.

12.1 **Confidential Information.** "Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; and (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business. Confidential Information of Supplier shall include the SaaS Service, the Documentation, and pricing and other terms and conditions of this Agreement. Confidential Information also includes all summaries and abstracts of Confidential Information. For the avoidance of doubt, Customer agrees that Data is not Confidential Information of Customer.

12.2 **Non-Disclosure.** Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. Subject to Section 12.2 (Anonymized Usage Statistics), the Receiving Party shall, at all times, both during the term of this Agreement and thereafter, to the greatest extent allowable

under the law, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it, and the Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. Subject to Section 12.2 (Anonymized Usage Statistics), the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and agents who need access to such Confidential Information in order to affect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

- 12.3 **Exceptions to Confidential Information.** The obligations set forth in Section 11.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the

Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Customer will provide Supplier with notice of any Public Records request related to Supplier's confidential information so that Supplier, not Customer, may seek a protective order to prevent disclosure of its materials.

- 12.4 **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

### 13 PROPRIETARY RIGHTS.

- 13.1 **SaaS Service.** As between Supplier and Customer, all right, title and interest in the SaaS Service and any other Supplier materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Supplier or Supplier's licensors and providers, as applicable.
- 13.2 **Anonymized Usage Statistics.** Notwithstanding anything in this Agreement to the contrary, during and after the term of this Agreement, Supplier is free to use and disclose data and information relating to Customer's use of the Services, including but limited to pictures, employee-captured data or resident entered data, in any aggregated or de-identified form ("Anonymized Usage Statistics"). As between Supplier and Customer, all right, title and interest in the Anonymized Usage Statistics and all intellectual property rights



- therein, belong to and are retained solely by Supplier. Without limiting the foregoing, Customer agrees that Supplier may (a) make Anonymized Usage Statistics publicly available, (b) disclose Anonymized Usage Statistics to third parties, and (c) use Anonymized Usage Statistics for any purpose, including any analysis, service enhancement or marketing.
- 13.3 **Supplier Developments.** All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Supplier, whether solely or jointly, including without limitation, in connection with Supplier's performance of the Setup Services hereunder, all resulting work product and deliverables ("Supplier Developments") and all intellectual property rights therein, shall remain the sole and exclusive property of Supplier.
- 13.4 **Customer Materials.** As between Supplier and Customer, Customer will exclusively own all rights, title and interest in and to the Data, information and other materials required by the Supplier to perform the Services, including all Intellectual Property Rights therein. This Data includes, but is not limited to information collected by inspectors, including first name, last name, residential address, relationship to the named person(s) to the property at the residential address, such as owner, occupant, tenant, or family member; person(s) contact information including email address and/or telephone phone number.

## 14 TERM AND TERMINATION.

- 14.1 **Term.** This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this Agreement, shall continue for an initial term of three (3) years. After the initial term, this Agreement will automatically renew for additional one-year periods, unless either party gives the other party notice of its intent not to renew at least ninety (90) days prior to the end of the initial term or then current renewal term. Termination will be effective at the end of the applicable term in which no such notice is received.

- 14.2 **Termination for Cause.** A party may terminate this Agreement upon written notice to the other party in the event the other party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of this Agreement and does not remedy such breach within thirty (30) days after receipt of written notice of such breach. Upon any termination for cause by Customer, Supplier shall refund to Customer any prepaid amounts attributable to the period of time after the termination date, as reasonably determined by Supplier. Upon any termination for cause by Supplier, Customer shall pay any unpaid fees covering the remainder of the term of this Agreement after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.
- 14.3 **Termination for Convenience.** This Agreement may be terminated by the Customer in accordance with this clause in whole, or in part, upon sixty (60) days prior written notice, whenever the Customer shall determine that such termination is in the best interest of the Customer. The Customer will pay all reasonable costs associated with this Agreement that the Supplier has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement. In the event of a termination for convenience, Customer shall not be entitled to any refund of fees.
- 14.4 **Effects of Termination.** Upon expiration or termination of this Agreement, (a) Customer's use of and access to the SaaS Service and Supplier's performance of all Setup Services shall cease, (b) all fees and other amounts owed to Supplier hereunder shall be immediately due and payable by Customer, and (c) Supplier shall provide Customer with all Data within thirty (30) days of expiration or termination.

- 14.5 **Survival.** The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation of liability, indemnity, warranty disclaimers, and the Data license from Customer to Supplier).

## 15 MISCELLANEOUS.

- 15.1 **Notices.** Supplier may give notice to Customer by means of a general notice through the SaaS Service interface, electronic mail to Customer's e-mail address on record with Supplier, or by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service to Customer's address on record with Supplier. Customer may give notice to Supplier by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service addressed to Supplier, 510 Red Hill Avenue, San Anselmo, CA, Attention: Legal. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.
- 15.2 **Governing Law.** This Agreement and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. Any disputes arising out of or in connection with

- this Agreement, including but not limited to any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by this Agreement, shall be heard in the state and federal courts located in Marin County in the State of California and the parties hereby consent to exclusive jurisdiction and venue in such courts.
- 15.3 **Publicity.** Supplier has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business development and marketing efforts, including without limitation Supplier's website.
- 15.4 **Waiver.** No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- 15.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.
- 15.6 **Assignment.** Customer may not assign its rights or delegate its obligations under this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Supplier, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

- 15.7 **Relationship of the Parties.** Supplier is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- 15.8 **Disentanglement.** Supplier shall cooperate with Customer and Customer's contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Supplier shall cooperate with Customer's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or the Customer's activities. Supplier shall return to Customer all Customer assets and Confidential Information in Supplier's possession. Supplier shall promptly remove from Customer's premises, or the site of the work being performed by Supplier for Customer, any Supplier assets. Supplier shall deliver to Customer or its designee, at Customer's request, all Confidential Information of Customer, and after return of same, Supplier shall destroy all copies thereof not turned over to Customer, all at no charge to Customer.
- 15.9 **Dispute Resolution.** Customer's satisfaction is an important objective to Supplier in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.
- 15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in

performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement); or any other event beyond the reasonable control of the party whose performance is to be excused.

15.11 **Entire Agreement.** This Agreement, including all exhibits and all documents referenced herein, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

Fire Aside, Inc.

Grass Valley Fire Department

\_\_\_\_\_  
Name: Jason Brooks  
Title: Chief Executive Officer

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### SaaS Service Product License Agreement

This LICENSING AGREEMENT ("Licensing Agreement") is being entered into as of \_\_\_\_\_ ("Effective Date") by and between Fire Aside, Inc. ("Fire Aside" "Supplier" or "Licensor") and Grass Valley Fire Department

(hereinafter referred to as "Customer" or "Licensee").

WHEREAS, Fire Aside is the developer and provider of a proprietary software system known as SaaS Service, hereinafter referred to as the "System," which consists of various modules designed to support government and non-government public safety agencies and organizations;

WHEREAS, Licensee has entered into a Master SaaS Agreement with Supplier, hereinafter referred to as the "Original Agreement";

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Licensor and Licensee agree as follows:

## **1 TERM + RENEWAL**

- 1.1 The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall continue for a period of three (3) years. Following the Initial Term, this Agreement shall automatically renew for successive periods of 1 year each (each a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least 90 days before the expiration of the then-current term. In the event of non-renewal, the party intending not to renew shall provide written notice of non-renewal to the other party in accordance with the notice provisions of the Original Agreement.

## 2.2. PRODUCT MODULES DESCRIPTION

**2.1 DSI Inspection System.** The DSI Inspection System (“DSI”) provides organizations with a robust and comprehensive suite of tools for performing rich defensible space and home hardening data collection. This module consists of three primary components and each has been built for specific stakeholders. Together, these components are designed to increase the efficiency of inspection teams, provide actionable insights for managers and leadership, and increase resident participation in creating higher levels of compliance with both legal requirements and site-specific risk recommendations. In addition, the data captured in this system can provide data to authorized external reporting agencies and/or systems.

**2.1.1 Program Management.** The administrative component of the DSI package provides leaders and managers with capabilities centered on managing team members and permissions, reviewing discoveries on micro and macro levels, and manage collected and integrated data about parcels. A program manager can add and remove inspectors, change credentials, and review all inspection activity. Throughout this component of the system, administrators can access rich reporting insights around inspection performance, resilience and compliancy, and community risk.

**2.1.2 Field Inspectors.** The field component of the DSI module is an iPad-based interface for inspectors to conduct property inspections, as well as, access information about parcels within the designated and licensed region (“Boundary Area”). The inspection tools allow users to quickly and easily discover vulnerable and resilient features of a parcel, as well as, add context to or resolve a pre-existing discovery, in the case of re-inspections. Inspectors can quickly identify what has been found, approximate where the discovery is located on a map, and optionally take pictures and create comments.



2.1.3 **Residents.** This component provides a digital experience where residents can interact with their defensible space report, which is the collection of discoveries made by field inspectors. One of the primary benefits of the digital delivery model is the ability to geo-locate, for residents, the location of discoveries on the parcel, both by pinpointing on their property but also including pictures from the inspector. This report also contains content that helps residents understand the issues that have been identified and how best to resolve them. Perhaps the most important element of the resident portal is the ability for residents to submit a resolution to a discovered issue, directly through the portal.

2.2 **Updates and Enhancements.** Supplier reserves the right, at its sole discretion, to alter, modify, enhance, or otherwise change the features, functionality, or performance of the modules. Supplier shall make reasonable efforts to notify Licensee in advance of any significant updates that may materially impact the use of the module(s). However, Licensee acknowledges and agrees that Supplier may, from time to time, release minor updates, bug fixes, and routine enhancements without prior notice.

2.3 **Installation of Updates.** When required, Licensee agrees to promptly implement any updates provided by Supplier, as well as, updates provided by the manufacture(s) of the computing and mobile devices used to access SaaS Service and the licensed Product Modules (“Updates”). Licensee further acknowledges that failure to do so may result in loss of data or decreased performance or compromised functionality of the module(s). Fire Aside shall not be liable for any damage, loss, or inconvenience caused by Licensee's failure to install Updates.

### 3 SETUP SERVICES

3.1 **Standard Setup.** Configuring the SaaS Service will require the establish of eligible area and an initial ingest of public property or parcel data. Supplier shall perform Setup Services and invoice Customer for “Setup Fee(s)” described below to formalize the eligible

- area, ingest parcel data, and risk assessment information, if known, available and provided by Customer. Setup Services may also include:
- 3.1.1 Remote training on how to configure, manage and use the system for both program managers and field users.
  - 3.1.2 Initial setup and training on configuration of resident facing services.
  - 3.1.3 Configuration of branding (logo, addresses, contact info, etc).
  - 3.1.4 Creation of operating area and map packs for offline use.

3.2 **Customized Setup Services.** Any included custom setup services are listed here: None

#### 4 **Optional Services**

- 4.1 **Optional Services.** Suppliers offers different services which enable the Customer to complete additional task via an integrated offering
- 4.1.1 **Campaign Tools.** Fire Aside Campaign tools enable the creation of emails and direct mails based on information known about a parcel related to its wildfire risk. Emails require collection of email(s) in relationship to a property. Direct Mail defaults to the latest legal property owner as available in tax records with the ability to override as needed to send to an individual's physical address if different from legal owner records.
  - 4.1.2 **Risk to Home.** License & enabling the Pyrologix Risk to Home integrates the wildfire likelihood and intensity with estimated consequences to the home in the pixel (parcel). This does the best to estimate the relative risk to the structure(s) on the parcel. This data set typically updates every 2 years based on latest risk models and vegetation information.
  - 4.1.3 **DocuSign.** Electronic signature services on templates created in the Fire Aside PDF Template tool.
  - 4.1.4 **US Mail.** Automatic and individual processing and sending of postcards, letters and full reports via US Mail.
- 4.2 **Usage.** Customer may choose to utilize at its sole discretion and nothing in here requires Customer to use Optional Services.

- 4.3 **Availability.** Supplier may modify or add additional Optional Services from time to time.

## 5 PRICING

- 5.1 **Setup Fees.** The Setup Fees are required to customize and prepare the modules for Customer. Setup Fees shall be invoiced upon the execution of this agreement and payable in accordance with the terms in the Master SaaS Agreement.

**Due to previous setup work for Nevada Fire Safe Council and Nevada City the setup fee is \$0.00**

- 5.2 **Annual Usage Fee.** The Per Residential Parcel option allows Customer to perform unlimited residential evaluations within the applicable boundary area. This fee is calculated by multiplying the number of residential parcels (**4,555**) within the boundary area by the price per parcel. Changes to the boundary area may result in changes to the Annual Usage Fee.

**The Annual Unlimited Usage Fee is \$11,660.80**

- 6 **Pricing on Optional Items.** The following items are charged only if the service is used.
- 6.1 **DocuSign.** Customer may initiate sending a DocuSign for signature of a document via the Supplier for a fee of \$5.00 per envelope.
- 6.2 **US Mail.** \$1.25 per postcard; \$1.55 per 1 page letter; \$2.00 per 2-page letter and an additional \$0.15 for each additional page after 2. Any increase in US Postage costs during this Term will be passed through at cost.
- 6.3 **Campaign Module.** Charged at \$100 / month for any month when 1+ campaigns are sent.

**7 INVOICING**

7.1 The table below reflects the invoices that shall be submitted upon the execution of this Agreement, as well as, estimated recurring invoices for any additional years in the Initial Term of this Agreement.

<b>Description</b>	<b>Amount</b>	<b>Invoice Date</b>
Total Setup Fees	\$0.00	Not applicable
Annual Usage Licensing Fee	\$5,830.40	May 31 <sup>st</sup>
Annual Usage Licensing Fee	\$5,830.50	October 31 <sup>st</sup>

Signature on the following page

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

Fire Aside, Inc.

Grass Valley Fire Department

\_\_\_\_\_  
Name: Jason Brooks

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

## EXHIBIT B

### INSURANCE COVERAGE

#### Scope of Coverage.

During the term of this Agreement, Supplier shall maintain, at no expense to Customer, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. A personal automobile liability insurance policy (owned, non-owned, and hired vehicles) in the minimum amount of one million dollars (\$500,000 bodily injury; \$100,000 property damage) dollars per occurrence.
3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the Supplier's performance of services under this Agreement. Where Supplier is a professional not required to have a professional license, Customer reserves the right to require Supplier to provide professional liability insurance pursuant to this section.
4. If it employs any person, Supplier shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Supplier's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against Customer.
5. Supplier will at all times during the term of this Agreement maintain "errors and omissions" insurance coverage which is customarily carried by consultants performing functions that are similar to those performed under this Agreement and in an amount which is comparable to that which is customarily maintained by consultants performing such functions.

6. Supplier shall, at its own expense, procure and maintain in full force at all time during the term of this Agreement Cyber Insurance covering cyber and network risks. Such insurance shall include, but not be limited to, coverage for: (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form; and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than \$3,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as cyber insurance coverage provided as part of any professional liability insurance policy. This insurance shall have a retroactive date that equals or precedes the effective date of this Agreement. Supplier shall maintain such coverage until the later of: (1) a minimum period of three (3) years following termination or completion this Agreement, or (2) until Supplier has returned or destroyed all Confidential Information in its possession, care, custody or control, including any copies maintained for archival or record keeping processes.

### **Other Insurance Requirements.**

The insurance coverage required of the Supplier above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the Customer, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.
2. The additional insured coverage under Supplier's insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by Customer and shall not call upon Customer's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Supplier's policies shall be at least as broad as ISO form CG20 01 04 13.
3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by

endorsement, coverage for contractual liability and personal injury.

4. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five (5) years.
5. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

By execution of this Agreement, Supplier hereby grants to Customer a waiver of any right to subrogation which any insurer of Supplier may acquire against Customer by virtue of the payment of any loss under such insurance. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Customer has received a waiver of subrogation endorsement from the insurer.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of Customer (if agreed to in a written contract or agreement) before Customer's own insurance or self insurance shall be called upon to protect it as a named insured.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to Customer or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Supplier under this agreement.

### **Deductibles and SIR's.**

Any deductibles or self-insured retentions in Supplier's insurance policies must be declared to and approved by the Supplier and General Counsel and shall not

reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or Customer or other additional insured party. At Customer's option, the deductibles or self-insured retentions with respect to Customer shall be reduced or eliminated to Customer's satisfaction, or Supplier shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

**Proof of Insurance.**

Supplier shall provide to the Customer or Customer's General Counsel all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement.

Customer reserves the right to obtain a full certified copy of any insurance policy and endorsements from Supplier. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by Customer.



## Fire Aside Sole Source Documentation

January 8, 2025

Based on research, Fire Aside is the only software solution designed exclusively for defensible space and home hardening evaluations by fire agencies with a full spectrum of services and integrations. Fire Aside is the only available product that comprehensively includes all needs for community wildfire mitigation program in one package, including:

- A bi-lingual, accessible resident portal for Defensible Space Inspections that was designed to help users understand their defensible space and home hardening status, priorities, and mitigation options while providing an easy 'check-off' feature to track progress of SIZ evaluation, mitigation efforts, etc.
- Ability to track and maintain situational awareness of completed, on-going, and planned fuel mitigation work (defensible space) and building resilience (home hardening) on a parcel level for private properties.
- Reports are customized with content specific to that land parcel.
- Reporting capability is customized to include content specific to ordinances and messaging for our specific jurisdiction.
- The software allows Inspectors to assess the findings and mitigation progress for a specific site.
- Ability to notify residents of upcoming chipping events via integration with ChipperDay.
- Automation of resident notifications including email and US Mail.
- Optional integration with ArcGIS on the backend.
- Option for resident to request follow up evaluations and/or allow staff to schedule bulk evaluations or specific inspections with residents.
- Direct integration with CalFIRE for nightly updates to the state database.
- Integration with resident financial assistance portal to allow residents to become aware of, apply for and customize any resident grant programs if available.
- Integration with 3<sup>rd</sup> party wildfire modeling services including Vibrant Planet, Pyrologix, and Willow Labs.
- Ongoing compliance with the SOC II Type 2 standards.

Fire Aside has developed a stable and robust database and continues to support thousands of individual evaluations each week with 100% product availability and redundancy features to avoid data loss. The Fire Aside software product has been evaluated and awarded via a sole source justification in several western US jurisdictions, including Truckee, Marin County, City of Berkeley, City of Boulder, City of Austin and others. Locally, Fire Aside is already used by Nevada City and Nevada County Fire Safe.

### **Benefits**

This purchase/contract will help our community achieve its performance measure of reducing the number of buildings exposed to wildfire risk.

Specifically, this software will allow us to:

- Reduce the likelihood of structure ignition.
- Reduce the potential for structure-to-structure ignition or conflagration.
- Mitigate the threat of wildfire to ensure resilient landscapes.
- Cultivate fire adapted communities that are informed, empowered, and prepared for wildfire.



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Recognized Obligation Payment Schedule (ROPS 25-26) for July 2025 through June 2026

**CEQA:** Not a Project

**Recommendation:** It is recommended that the Successor Agency adopt Resolution No. SA 2025-01 approving the Recognized Obligation Payment Schedule (ROPS 25-26) for the time period July 1, 2025 through June 30, 2026

**Prepared by:** Andy Heath

**Council Meeting Date:** 01/14/2025

**Date Prepared:** 01/07/2025

**Agenda:** Consent

**Background Information:** The Grass Valley Redevelopment Agency was dissolved on February 1, 2012 pursuant to ABx1 26. On January 10, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency in order to ensure that projects underway at the time of dissolution were completed, to retain control over the disposition of assets, and to make obligation payments identified in a Recognized Obligation Payment Schedule (ROPS). The ROPS serves to identify all of the enforceable obligations of the former RDA including debt service payments, loans, contracts, projects, employee and other administrative costs, etc. Each ROPS is prepared by the Successor Agency and presented to the City Council and the Oversight Board for approval. The ROPS is then submitted to the State of California Department of Finance (DOF) for approval.

Pursuant to Health and Safety Code Section 34179.7(o)(1), the Successor Agency must submit an Oversight Board-approved annual ROPS to DOF and the County Auditor Controller by February 1<sup>st</sup> of each year for the following fiscal year. Upon submitting and obtaining ultimate approval of the ROPS, fund distributions to pay enforceable obligations are made by the County in January and June each year.

The ROPS 25-26 has been prepared by staff and provides a list of obligations and amounts due for the period July 1, 2025 through June 30, 2026. The estimated twelve-month funding requirement from the Redevelopment Property Tax Trust Fund (RPTTF) to satisfy identified obligations is \$644,740.

Obligations listed on the ROPS 25-26 include required debt service for the refunded bonds from late FY 2019-20 and a \$50,000 administrative allocation. Upon approval

of ROPS 25-26 by the Successor Agency and Oversight Board, the ROPS 25-26 will be submitted to the DOF and County Auditor Controller for review and approval.

Once the ROPS 25-26 is approved by the State DOF (expected by April 2025), staff will submit a “Last and Final ROPS” to both the Successor Agency and the DOF for final approval of all future ROPS obligations through FY 2038-39, when the final bond issue fully matures. Submission of a “Last and Final ROPS” is possible when all that remains to be paid off from a former redevelopment agency are approved debt issues and administrative costs.

**Council Goals/Objectives:** The approval of the ROPS 25-26 executes a portion of the work tasks towards achieving Economic Development and Vitality; and High Performance Government and Quality Service.

**Fiscal Impact:** Approval and submittal of the ROPS 25-26 has no adverse fiscal impact to Successor Agency Funds or the City’s General Fund. When approved by the DOF, the ROPS serves as the vehicle pursuant to which property taxes (former redevelopment tax increment) are allocated to the Successor Agency for payment of enforceable obligations.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** City Manager

**Attachments:**

Resolution SA 2025-01 - A resolution approving the ROPS for July 1, 2025 - June 30, 2026  
Exhibit A - ROPS 25-26 for July 2025 - June 2026

**RESOLUTION NO. SA 2025-01****RESOLUTION OF THE GRASS VALLEY SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) FOR THE PERIOD OF JULY 1, 2025 - JUNE 30, 2026**

**WHEREAS**, the State of California State Legislature enacted Assembly Bill x1 26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Development Law (Health and Safety Code 3300 et seq.); and

**WHEREAS**, on June 27, 2012, the California State Legislature enacted Assembly Bill 1484 (“AB 1484”) modifying many of the provisions of ABx1 26 and establishing several new procedural deadlines; and

**WHEREAS**, AB 1484 required the Grass Valley Successor Agency to prepare a Recognized Obligation Payment Schedule (ROPS) prior to each six-month fiscal period; and

**WHEREAS**, pursuant to Health and Safety Code section 34179.7(o)(1), commencing with the ROPS covering the period from July 1, 2016 through June 30, 2017 and thereafter, agencies shall submit an Oversight Board approved annual ROPS; and

**WHEREAS**, the ROPS shall be submitted for review to the State Department of Finance and the County Auditor Controller by February 1 each year; and

**WHEREAS**, the City Council, acting as the governing board of the Successor Agency, now desires to adopt ROPS 25-26, a copy of which is on file with the Successor Agency Secretary and City Clerk;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY**, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley, acting as the Governing Board of the Successor Agency and in conformance with Health and Safety Code Section 34179.7(o)(1), hereby adopts ROPS 25-26, attached hereto and incorporated herein by reference as Exhibit A, for the period ending June 30, 2026.
3. Staff is hereby authorized and directed to file, post, mail, or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all

notices and transmittals necessary or convenient in connection with the adoption of ROPS 25-26 pursuant to this Resolution.

**ADOPTED** as a Resolution of the Grass Valley Successor Agency to the Former Grass Valley Redevelopment Agency at a meeting thereof held on the 14<sup>th</sup> day of January 2025 by the following vote:

AYES: Board Member  
NOES: Board Member  
ABSENT: Board Member  
ABSTAINING: Board Member

\_\_\_\_\_  
Hilary Hodge, Chair

ATTEST:

\_\_\_\_\_  
Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Colantuono, City Attorney

**Recognized Obligation Payment Schedule (ROPS 25-26) - Summary  
Filed for the July 1, 2025 through June 30, 2026 Period**

**Successor Agency:** Grass Valley

**County:** Nevada

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>25-26A Total (July - December)</b>	<b>25-26B Total (January - June)</b>	<b>ROPS 25-26 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	\$ 510,095	\$ 134,645	\$ 644,740
F RPTTF	485,095	109,645	594,740
G Administrative RPTTF	25,000	25,000	50,000
<b>H Current Period Enforceable Obligations (A+E)</b>	\$ 510,095	\$ 134,645	\$ 644,740

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

**Grass Valley  
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail  
July 1, 2025 through June 30, 2026**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$9,046,460		\$644,740	\$-	\$-	\$-	\$485,095	\$25,000	\$510,095	\$-	\$-	\$-	\$109,645	\$25,000	\$134,645
18	Administrative Costs	Admin Costs	07/01/2018	12/01/2038	Various	All administrative costs of the agency	Area 1	700,000	N	\$50,000	-	-	-	-	25,000	\$25,000	-	-	-	-	25,000	\$25,000
27	2020 Series A Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	05/01/2020	12/01/2034	MUFG Union Bank	Refunding of prior tax allocation bonds issued	N/A	2,626,500	N	\$258,100	-	-	-	218,300	-	\$218,300	-	-	-	39,800	-	\$39,800
28	2020 Series B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	05/01/2020	12/01/2039	MUFG Union Bank	Refunding of prior tax allocation bonds issued	N/A	5,719,960	N	\$336,640	-	-	-	266,795	-	\$266,795	-	-	-	69,845	-	\$69,845



**Grass Valley  
 Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances  
 July 1, 2022 through June 30, 2023  
 (Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/22)</b> RPTTF amount should exclude "A" period distribution amount.			4,657,972	74,675	(16,775)	
2	<b>Revenue/Income (Actual 06/30/23)</b> RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller			4,760	45,475	645,990	
3	<b>Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)</b>			4,662,619		645,990	Note: There is \$112,315 in other income erroneously posted to the Successor Agency - Funds need to be moved to the CDBG/ HOME Fund
4	<b>Retention of Available Cash Balance (Actual 06/30/23)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			113	120,150		These funds will be used in a future period based on prior year PPA's completed.
5	<b>ROPS 22-23 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC			<b>No entry required</b>		45,850	
6	<b>Ending Actual Available Cash Balance (06/30/23)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$(62,625)	<b>Prior year administrative charges need to be reimbursed by the General Fund to</b>

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
							<b>offset this negative balance.</b>

**Grass Valley**  
**Recognized Obligation Payment Schedule (ROPS 25-26) - Notes**  
**July 1, 2025 through June 30, 2026**

Item #	Notes/Comments
18	14 years remain on debt service for both bond issues
27	
28	



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Agreement with Nevada County Probation for AB109 Officer services

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the agreement (extension) between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services; and 2) authorize the Finance Director to make any budget amendments, budget transfers, and personnel allocation changes as necessary.

**Prepared by:** Deputy Chief Steve Johnson

**Council Meeting Date:** January 14, 2025

**Date Prepared:** January 06, 2024

**Agenda:** Consent

**Background Information:** In July of 2017, the Grass Valley City Council authorized the Chief of Police to negotiate and execute an agreement with the Nevada County Probation Department which provided for a Grass Valley Police Officer to provide direct assistance and work closely with the Nevada County Probation Department in the furtherance of AB109 initiatives.

At that time, the Police Department and Nevada County Probation Department finalized an agreement and it underwent legal review by the city attorney and county counsel. The agreement was approved by City Council on June 12, 2018. This agreement has been renewed each year since that time. It is now due to be renewed to cover the period of July 1, 2024 - June 30, 2025.

\* Note: this agreement extension has already been approved by the Nevada County Board of Supervisors. They are poised to sign once approved by the Grass Valley City Council.

**Council Goals/Objectives:** The execution of this action attempts to achieve Strategic Goal #6 - Exceptional Public Safety

**Fiscal Impact:** Nevada County will be billed quarterly for Probation Liaison Officer hours worked up to \$20,000 per fiscal year to offset costs. The Probation Liaison Officer invoice will be based on the direct salary and benefit cost of the assigned officer for the hours worked on AB109 initiatives during that quarter.

**Funds Available:** N/A    **Account #:** N/A    **Reviewed by:** City Manager

**Attachments:** Two (2) copies of the proposed agreement between the City of Grass Valley and the Nevada County Probation Department for Assembly Bill 109 Police Officer Services. Both copies need to be signed. Note: This agreement has already gone before Nevada County Officials and was approved.

**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE  
NEVADA COUNTY PROBATION DEPARTMENT  
FOR ASSEMBLY BILL 109 POLICE OFFICER SERVICES**

THIS AGREEMENT is effective July 1, 2024, between the CITY OF GRASS VALLEY, a municipal corporation, hereinafter referred to as “CITY,” and the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as “NEVADA COUNTY.” CITY and NEVADA COUNTY may be referred to herein individually as “Party” and collectively as the “Parties.”

**WHEREAS**, the California Legislature passed Assembly Bill 109 (AB 109) which provided for the realignment of funding and supervision for certain low level offenders, adult parolees, and juvenile offenders from state prisons and institutional facilities to the local jurisdiction (“Realignment”).

**WHEREAS**, the California Community Corrections Incentives Act of 2009 established a Community Corrections Partnerships (CCP) in each county and AB 109 expanded the role of CCP to provide planning, oversight, implementation, and assessment of Realignment in Nevada County.

**WHEREAS**, Nevada County CCP approved a plan and funding for CITY and the NEVADA COUNTY Probation Department to partner together to deliver AB 109 services to Nevada County.

**WHEREAS**, CITY and NEVADA COUNTY wish to collaborate in order to better achieve AB 109 initiatives.

**WHEREAS**, CITY is willing to partner with NEVADA COUNTY by providing a Grass Valley Police Officer to work side-by-side with NEVADA COUNTY to deliver AB109 services.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. SCOPE OF SERVICES AND TERM**

- A. CITY agrees to provide and dedicate to NEVADA COUNTY a sworn police officer to work alongside probation officers to further AB 109 initiatives. (the “AB 109 Officer”) The AB 109 Officer shall serve up to those number of yearly hours working on probation efforts, not to exceed the compensation as outlined in this agreement. The officer will work in partnership with the Probation Department on adult drug court and other initiatives in furtherance of the AB109 objectives.
- B. Representatives of the CITY and NEVADA COUNTY shall make recommendations for the AB 109 Officer position to the CITY Chief of Police who shall assign such officer.
- C. The term of the Agreement shall commence July 1, 2024, and conclude June 30, 2025, unless extended by mutual written consent. If the parties find it mutually desirable to extend this Agreement, additional one-year extensions may be negotiated annually.

Written notice of intent to negotiate an additional one-year extension shall be given by the party desiring such extension no later than May 1st of each year.

**2. RESPONSIBILITY OF CITY: OFFICER'S DUTIES**

- A. CITY shall administer this contract and provide AB 109 Officer services as set forth in **Attachment A**, which is attached to this Agreement and incorporated by his reference, at those times when appropriate or at those times designated therein. Services shall include, but not be limited to the enforcement of all state and local criminal laws and coordination with other enforcement details targeting AB 109 initiatives. The allocation of the AB 109 Officer's time will be mutually agreed upon between a representative of NEVADA COUNTY and the CITY Chief of Police or his designee.
- B. CITY shall control and determine the performance of CITY personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.
- C. CITY shall provide and supervise all personnel, establish all work schedules, furnish all equipment including vehicles, if any, and provide all supplies necessary to perform its duties as provided herein.

**3. COMPENSATION**

- A. As consideration for providing the services outlined above during the term of this Agreement, NEVADA COUNTY shall reimburse CITY up to \$20,000 per fiscal year as set forth herein:
  - 1. CITY shall submit a quarterly invoice to NEVADA COUNTY for the cost of providing the services for the previous quarter. Such invoice will be based on the direct salary and benefit costs of the assigned CITY Police Officer.
    - a. The CITY will invoice NEVADA COUNTY for direct salary and benefit costs of the assigned officer based on the actual hours spent providing AB 109 Officer services. The invoice shall contain sufficient detail to reasonably identify the date, time, location and nature of any services provided pursuant to this Agreement.
  - 2. NEVADA COUNTY shall pay such invoice to the City within thirty (30) days of receipt of said invoice.

**4. STATUS OF PERSONNEL UTILIZED**

- A. All personnel furnished by CITY shall at all times remain employees of CITY and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights NEVADA COUNTY may confer on NEVADA COUNTY employees.
- B. CITY shall be solely responsible for all salary, benefits, workers' compensation, and insurance for CITY employees performing duties under this Agreement, and CITY

shall be solely responsible for all supervisory, disciplinary and other employment related purposes for CITY employees performing duties under this Agreement. NEVADA COUNTY shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any CITY personnel performing duties under this Agreement. CITY shall retain the right to exercise its professional control over the manner in which it renders services, except as otherwise set forth in this Agreement.

- C. NEVADA COUNTY shall have the right to reject for reasonable cause any employee of CITY assigned by the CITY to perform duties or services for NEVADA COUNTY.

## **5. INDEMNITY**

Each party hereto (hereafter, “indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

In no event shall the indemnification of an employee or former employee of the City exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

## **6. INSURANCE**

It is agreed that each Party shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automotive Liability, and One Million Dollars (\$1,000,000) Workers’ Compensation.

## **6. NON-DISCRIMINATION**

During the performance of this Agreement, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

## **7. RECORDS, AUDITS AND INSPECTIONS**

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this Agreement as may be required under State or federal law or regulation or a Party’s contract with a State agency.

## **8. GOVERNING LAW AND FORUM**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of California and any action to enforce the terms of the Agreement for the breach thereof shall be brought in County of Nevada.

## **9. NO THIRD PARTY RIGHTS**

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other party.

## **10. AGREEMENT INTERPRETATION**

The Parties acknowledge that they have caused this Agreement to be reviewed and approved by legal counsel of their own choice. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

## **11. SEVERABILITY**

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

## **12. COMPLETE CONTRACT: MODIFICATIONS**

This Agreement is to be read as a whole. This is an integrated agreement that contains all of the terms, considerations, understanding and promises of the parties as well as the fees, charges, and authorized expenses to be paid under the terms of this Agreement. No purported modifications of this Agreement shall be effective unless reduced to writing and mutually signed by authorized representative of the CITY and NEVADA COUNTY.

## **13. TERMINATION OR WITHDRAWAL**

At any time and without cause, either Party may terminate in whole or in any part, its participation in this Agreement by giving at least 30 days advance written notice to the other Party prior to the termination date.

## **14. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.



To CITY of GRASS VALLEY:

Grass Valley Police Department  
Attn: Deputy Chief Steve Johnson  
125 East Main Street  
Grass Valley CA 95945

To NEVADA COUNTY:

Nevada County Probation Department  
Attn: Jeff Goldman, Chief Probation Officer  
109 1/2 N Pine Street  
Nevada City, California 95959

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and authorized the Mayor to execute same on behalf of the City.

IN WITNESS WHEREOF, the Chair of the Board of Supervisors, on behalf of the Nevada County Board of Supervisors is hereby authorized to approve and sign the Agreement, on behalf of the County of Nevada.

“NEVADA COUNTY”

“CITY”

\_\_\_\_\_  
Hardy Bullock  
Chair, Board of Supervisors

\_\_\_\_\_  
Hilary Hodge  
Mayor, City of Grass Valley

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel, County of Nevada

\_\_\_\_\_  
Michael G. Colantuono, City Attorney

ATTEST

\_\_\_\_\_  
Taylor Whittingslow, City Clerk

**ATTACHMENT A**  
**AGREEMENT WITH THE NEVADA COUNTY PROBATION DEPARTMENT**  
**FOR AB109 OFFICER SERVICES**

The following are examples of services to be performed by the AB109 Officer:

- Act as the primary police department liaison with the Probation Department.
- Perform analytical work as assigned.
- Assist with probation supervision activities and program implementation.
- Act as an extension of the Probation Department for assignments consistent with this Agreement.
- Be a visible, active law enforcement figure working alongside probation officers on AB109 related activities.
- Share and receive information with the Probation Department about persons and conditions that pertain to AB109 initiatives. Attend and participate in Drug Court. Develop relationships with various community partners such as mental health and drug treatment providers, transitional housing resources, 2-1-1, etc. The AB109 Officer will make referrals to community partners when appropriate.
- Create, pursue, and maintain effective working relationships with Probation Department personnel, with other law enforcement agencies, with juvenile and social service agencies, and with other community partners.
- Wear approved department uniform, formal business attire or business casual attire with appropriate logos and name badges depending on the type of activity or program.



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Appointment of City Councilmembers and Staff to Boards and Commission

**CEQA:** Not a Project

**Recommendation:** Approve Mayor Hodge's recommended appointments of Councilmembers and Staff to various Boards and Commissions.

**Prepared by:** Taylor Whittingslow, Deputy City Manager

**Council Meeting Date:** 1/14/2025

**Date Prepared:** 1/9/2025

**Agenda:** Consent

**Background Information:** The City Council has established a procedure to appoint members of the City Council and staff to represent the City on several Boards and Commissions. Each year the Mayor reviews the list of assignments and makes recommended appointments. Several of the appointments include both a primary and alternate member. Attached are the appointments recommended by Mayor Arbuckle.

**Council Goals/Objectives:** This item executes portions of work tasks towards High-Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager

**Attachments:** Appointment and Assignment Lists 2025

**CITY OF GRASS VALLEY**  
**APPOINTMENT AND ASSIGNMENT LIST**  
**CITY COUNCIL AND STAFF**

**Members** – Pursuant to City Charter Article V

Five (5) persons, elected at large on the first Tuesday in November of each even-numbered year. A majority vote of the electorate is required for removal.

**Qualifications:** Candidate must be a resident and registered voter of the City at the time nomination papers are issued, or at the time of their appointment to fill a vacancy.

**Term:** Four (4) years

<b><u>Name/Title</u></b>	<b><u>Assumed Office</u></b>	<b><u>Term Expires</u></b>
Hilary Hodge, Mayor	12/13/2022	12/8/2026
Haven Caravelli, Vice Mayor	12/13/2022	12/8/2026
Jan Arbuckle, Council Member	12/10/2024	12/12/2028
Joe Bonomolo, Council Member	12/10/2024	12/12/2028
Tom Ivy, Council Member	12/10/2024	12/12/2028

**SUCCESSOR AGENCY** – Pursuant to Resolution No. 2012-48 & 49

Five (5) City Council Members serve as the Grass Valley Successor Agency Board of Directors, with the City Manager serving as the Agency Executive Director, the City Clerk as Secretary, and the Director of Finance as the Finance Officer/Treasurer.

**CAPITAL IMPROVEMENTS AUTHORITY** – Pursuant to Resolution No. 92-107

Five (5) City Council Members serve as the Grass Valley Capital Improvements Authority Board of Directors, with the City Manager serving as the Executive Officer, the City Clerk as Secretary, and the Director of Finance as the Finance Officer/Treasurer.

**Presented January 14, 2025**

**CITY REPRESENTATIVES TO OTHER AGENCIES**

**City Selection Committee** ..... Mayor

**Economic Resource Council** ..... Haven Caravelli; Alternate – Joe Bonomolo  
*Meets the first Thursday of each month 7:30 AM to 9:00 AM – Esterly Hall - 336 Crown Point Circle, Grass Valley, CA*

**Grass Valley Chamber of Commerce** ..... Jan Arbuckle; Alternate – Hilary Hodge  
*Executive Board Meets: 3<sup>rd</sup> Thursday of Each Month 8:00 AM (Chamber & GVDA Office)*  
*Regular Board Meets: 4<sup>th</sup> Thursday of each Month 8:00 AM (Grass Valley City Hall)*

**Grass Valley Downtown Association** ..... Hilary Hodge; Alternate – Haven Caravelli  
*Executive Board Meets: 3<sup>rd</sup> Thursday of Each Month 8:00 AM (Chamber & GVDA Office)*  
*Regular Board Meets: 4<sup>th</sup> Thursday of each Month 8:00 AM (Grass Valley City Hall)*

- League of California Cities Division** ..... Jan Arbuckle; Alternate – Hilary Hodge
- Nevada County Fire Agency** ..... Mark Buttron
- Nevada County Local Agency Formation Commission (LAFCo)** ..... Hilary Hodge; Alternate – Tom Ivy  
*Meets: 3<sup>rd</sup> Thursday of Each Month 10:30 AM (Rood Center)*
- Parks and Recreation Commission** ..... Hilary Hodge; Alternate – Tom Ivy
- CIRA (Insurance JPA)** ..... Tim Kiser; Alternate – Taylor Whittingslow
- Sister City Program** ..... Mayor, City Clerk, and Eleanor Kenitzer
- Solid and Hazardous Waste Commission** ..... Joe Bonomolo, Alternate – Tom Ivy  
*Meets: Monthly, if needed (Rood Center)*
- Transportation Commission (NCTC)** ..... Tom Ivy; Alternate – Joe Bonomolo  
*Meets: 3<sup>rd</sup> Wednesday of Odd Months 9:30 AM (City of Grass Valley Council Chambers)*
- Transit Services Commission** ..... Tom Ivy ; Alternate – Joe Bonomolo  
*Meets: Before NCTC Meetings 8:30 AM*
- Pioneer Energy**..... Tom Ivy ; Alternate – Jan Arbuckle  
*Meets: 3<sup>rd</sup> Thursday of every month 3:00 pm (Pioneer Community Energy Board Room at 2510 Warren Drive, Suite B, Rocklin, CA 95677)*
- US Air Force Beale Base Liaison** ..... Mayor; Alternate – Vice Mayor  
*Meets: As Needed*

**CITY STANDING COMMITTEES**

Subject to the Brown Act – Meetings Held as Needed

- Development Review Committee (DRC)** – The Planning Commission appoints a representative and alternate to the DRC, which are confirmed by the Council. Other members appointed Administratively – Engineering Staff – Catharine Dykes; Fire Department – Roque Barrera, Planning Staff – Amy Wolfson; Alternate – Lucy Rollins, and City Architect
- EDBG/Business Loan Advisory Board** ..... Mayor; Alternative – Vice Mayor  
Administratively, it includes one representative from each of the following: SEDC and business community.
- Hearing Officer (per Municipal Code 1. 10 .030)** ..... Tim Kiser
- Traffic Safety Review Committee** .....(CURENTLY INACTIVE)
- CDBG/Housing Rehabilitation** ..... (CURRENTLY INACTIVE) Mayor, Council Member, Alternate

REVISED: 01/14/2025



**City of Grass Valley  
City Council  
Agenda Action Sheet**

**Title:** Appointment of Planning Commissioner

**CEQA:** Not a Project

**Recommendation:** That Council approve the appointment of Sherri Speights as Planning Commissioner for Councilmember Bonomolo.

**Prepared by:** Taylor Whittingslow, Deputy City Manager

**Council Meeting Date:** 1/14/2025

**Date Prepared:** 1/9/2025

**Agenda:** Consent

**Background Information:** By Council policy, each council member submits a candidate for appointment to the Planning Commission to the members of the City Council for their approval and appointment. The terms of appointed Planning Commissioners coincide with the nominating Council Member's term of office and may be changed by that city council member at any time during their term in office. Councilmember Bonomolo has chosen Sherri Speights to fill the position of his Planning Commissioner.

**Council Goals/Objectives:** This item executes portions of work tasks towards High Performance Government and Quality Service Goal # 5.A.3: Continue to build cooperative relationships with representatives from service clubs and other community groups.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_ City Manager

**Attachments:** None



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Appointment of Measure B Oversight Committee Members

**CEQA:** Not a Project

**Recommendation:** That the City Council appoint Measure B Oversight Committee members Aguilar, Bibby, and McCall to terms ending December 2028.

**Prepared by:** Taylor Whittingslow, Deputy City Manager

**Council Meeting Date:** 1/14/2025

**Date Prepared:** 1/9/2025

**Agenda:** Consent

**Background Information:** In March of 2024, Grass Valley citizens voted to approve Measure B, a tax measure that implemented a 3/8ths percent City transaction and use (sales) tax. Measure B expands funding for such general fund purposes for Fire Resiliency and Vegetation Management. All Measure B funds stay local, and all expenditures are subject to an annual audit by an independent citizen oversight committee. See the City website at [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com) for more information on Measure B.

The Citizen's Oversight Committee reviews an independent audit of tax receipts and how they are spent each year and advises the City Council on how tax money should be spent. The Council must discuss the audit results at a public meeting each year and post them on the City's website.

The all city councilmembers are tasked with nominating one new Measure B Oversight Committee member, and they are as follows:

- Councilmember Arbuckle has nominated Grass Valley community member Ben Aguilar for a term ending in December 2028.
- Councilmember Bonomolo has nominated Grass Valley community member Tim McCall term ending in December 2028.
- Councilmember Ivy has nominated Grass Valley community member Kiya Bibby term ending in December 2028.

**Council Goals/Objectives:** The Measure B Oversight Committee executes portions of work tasks towards achieving/maintaining Strategic Plan - Open and Collaborative City Government.

**Fiscal Impact:** N/A      **Funds Available:** N/A      **Account #:** N/A

**Reviewed by:** \_\_\_ City Manager



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Appointment of Measure E Oversight Committee Members

**CEQA:** Not a Project

**Recommendation:** That the City Council appoint Measure E Oversight Committee members Thomas, McKenzie and Hart to a term ending December 2028.

**Prepared by:** Taylor Whittingslow, Deputy City Manager

**Council Meeting Date:** 1/14/2025

**Date Prepared:** 1/9/2025

**Agenda:** Consent

**Background Information:** In 2018, Grass Valley citizens voted to approve Measure E, a voter initiative tax measure that repealed the previous 1/2 percent City transaction and use (sales) tax and replaced it with an ongoing 1 percent sales tax. Measure E expands funding for such general fund purposes as increased police and fire services, enhancing parks and recreational services, and improving streets and sidewalks. All Measure E funds stay local, and all expenditures are subject to an annual audit by an independent citizen oversight committee.

The Citizen's Oversight Committee reviews an independent audit of tax receipts and how they are spent each year and advises the City Council on how tax money should be spent. The Council must discuss the audit results at a public meeting each year and post them on the City's website.

The most recently elected city councilmembers were tasked with nominating one new Measure E Oversight Committee member:

- Councilmember Arbuckle has nominated Grass Valley community member Debbie Thomas.
- Councilmember Bonomolo has nominated Grass Valley community member Daniel McKenzie.
- Councilmember Ivy has nominated Grass Valley Community member Bruce Hart.

**Council Goals/Objectives:** The Measure E Oversight Committee executes portions of work tasks towards achieving/maintaining Strategic Plan - Open and Collaborative City Government.

**Fiscal Impact:** N/A

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** \_\_\_ City Manager





## City of Grass Valley City Council Agenda Action Sheet

**Title:** Lexipol Policy System for Fire Department and General City Policies

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the Fire Chief and Deputy City Manager to enter into an agreement, upon legal review, for purchase of Lexipol for onetime costs of \$39,719.50 and annual cost of \$16,307.75 2) authorize Finance Director to make necessary budget adjustment

**Prepared by:** Taylor Whittingslow, Deputy City Manager

**Council Meeting Date:** 01/14/2025

**Date Prepared:** 01/10/2025

**Agenda:** Consent

**Background Information:** The City's Fire Department and General City operations currently rely on manual processes to develop, update, and maintain their policies. These processes are resource-intensive and can leave policies outdated, exposing the City to compliance risks. The implementation of Lexipol for these departments will provide a centralized and efficient solution to address these challenges. With its user-friendly interface and expert support, Lexipol will enable the City to adopt a consistent and comprehensive approach to policy management across all departments.

The Police Department has successfully utilized the Lexipol system for several years to manage and maintain its policies. This platform has proven highly effective in ensuring that the department's policies are up-to-date with rapidly changing state and federal laws. Lexipol also provides guidance on best practices to enhance operational efficiency and reduce liability risks.

Lexipol's services include customization of policies to meet local needs, access to professional guidance for effective implementation, and tools to streamline the review and approval process. These features will significantly reduce the administrative burden on City staff and ensure the City's policies are legally compliant and aligned with industry standards.

### **Fire Department Costs:**

- **Annual Costs:** CIRA (the City's Risk Pool Insurance) has agreed to cover the annual subscription cost of \$10,185.90 for the Fire Department.
- **Supplemental and Procedure Costs:** The City will fund these costs at \$2,243.90 annually.
- **One-Time Implementation Cost:** The City will pay \$24,956.50 to fully implement

the Lexipol system for the Fire Department.

**General City Policy Costs:**

- **Annual Costs:** \$3,876.95.
- **One-Time Implementation Cost:** \$14,763.00.
- **Funding Source:** Staff is collaborating with CIRA to identify a funding source for these expenses.

Lexipol's full implementation service provides agencies with start-to-finish support for adopting and customizing policies. The service includes access to a Professional Services Specialist, policy editing tips, and guided assistance to configure policies to meet the City's specific needs. By leveraging this system, the City can:

1. Ensure policies remain compliant with state and federal laws.
2. Alleviate the administrative burden on City staff, who currently lack the resources to manage frequent policy updates.
3. Streamline the process of policy development and maintenance, ensuring operational excellence.

The system's comprehensive support model will allow the City to efficiently navigate and utilize Lexipol's platform, ultimately completing and maintaining a robust and compliant policy manual.

The Lexipol system is an investment in operational efficiency, legal compliance, and risk management for the City. Staff recommends the City Council approve the purchase and implementation of the system for both the Fire Department and General City policies.

**Council Goals/Objectives:** This item achieves goal #5 -to exemplify an innovative, efficient, effective, open and collaborative City government.

**Fiscal Impact:** City is working with CIRA utilize some of the City's Risk Pool funds to cover cost of annual and implementation costs.

**Funds Available:** Yes

**Account #:** Risk Pool

**Reviewed by:** City Manager

**Attachments:**

- Fire Department Proposal
- General City Proposal



MASTER SERVICE AGREEMENT

Agency's Name: Grass Valley Fire Department
Agency's Address: 125 E Main St
Grass Valley, California 95945

Attention: Chief Mark Buttron

Sales Rep: Rebecca White
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Grass Valley Fire Department
Signature:
Print Name:
Title:
Date Signed:

Lexipol, LLC
Signature:
Print Name:
Title:
Date Signed:

**SELECTED SERVICES AND ASSOCIATED FEES**

**Agency is purchasing the following:**

Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 10,722.00	5%	USD 536.10	USD 10,185.90
1	Annual Fire Supplemental Manual(s) (12 Months)	USD 1,424.00	5%	USD 71.20	USD 1,352.80
1	Annual Fire Procedures (12 Months)	USD 938.00	5%	USD 46.90	USD 891.10
<b>Subscription Line Items Total</b>				<b>USD 654.20</b>	<b>USD 12,429.80</b>
				<b>USD 654.20</b>	<b>USD 12,429.80</b>
<b>Annual Subscription Discount:</b>					USD 654.20
<b>Annual Subscription TOTAL:</b>					USD 12,429.80

Full Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Fire Full Implementation w/Fire Agency-Specific Content Extraction	USD 26,270.00	5%	USD 1,313.50	USD 24,956.50
<b>One-Time Line Items Total</b>				<b>USD 1,313.50</b>	<b>USD 24,956.50</b>
				<b>USD 1,313.50</b>	<b>USD 24,956.50</b>
<b>Full Implementation Discount:</b>					USD 1,313.50
<b>Full Implementation TOTAL:</b>					USD 24,956.50

**Discount Notes**

5% New CIRA subscriber

**Notes**

Lexipol will invoice CIRA directly for the Annual Policy Manual & Daily Training Bulletins.

Lexipol will invoice Grass Valley directly for the Fire Supplemental Manual, Fire Procedures and Implementation.

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

**1. Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

**1.1 “Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

**1.2 “Agency Data”** means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

**1.3 “Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 “Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

**1.5 “Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

**1.6 “Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

**1.7 “Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

**1.8 “Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

**3. Termination.**

**3.1 For Convenience; Non-Appropriation.** This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.<sup>1</sup>

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

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<sup>1</sup> Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")<sup>2</sup>, Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies<sup>4</sup>, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

<sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submitting final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

<sup>4</sup> NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party shall (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE  
NEVADA COUNTY PROBATION DEPARTMENT  
FOR ASSEMBLY BILL 109 POLICE OFFICER SERVICES**

THIS AGREEMENT is effective July 1, 2024, between the CITY OF GRASS VALLEY, a municipal corporation, hereinafter referred to as “CITY,” and the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as “NEVADA COUNTY.” CITY and NEVADA COUNTY may be referred to herein individually as “Party” and collectively as the “Parties.”

**WHEREAS**, the California Legislature passed Assembly Bill 109 (AB 109) which provided for the realignment of funding and supervision for certain low level offenders, adult parolees, and juvenile offenders from state prisons and institutional facilities to the local jurisdiction (“Realignment”).

**WHEREAS**, the California Community Corrections Incentives Act of 2009 established a Community Corrections Partnerships (CCP) in each county and AB 109 expanded the role of CCP to provide planning, oversight, implementation, and assessment of Realignment in Nevada County.

**WHEREAS**, Nevada County CCP approved a plan and funding for CITY and the NEVADA COUNTY Probation Department to partner together to deliver AB 109 services to Nevada County.

**WHEREAS**, CITY and NEVADA COUNTY wish to collaborate in order to better achieve AB 109 initiatives.

**WHEREAS**, CITY is willing to partner with NEVADA COUNTY by providing a Grass Valley Police Officer to work side-by-side with NEVADA COUNTY to deliver AB109 services.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. SCOPE OF SERVICES AND TERM**

- A. CITY agrees to provide and dedicate to NEVADA COUNTY a sworn police officer to work alongside probation officers to further AB 109 initiatives. (the “AB 109 Officer”) The AB 109 Officer shall serve up to those number of yearly hours working on probation efforts, not to exceed the compensation as outlined in this agreement. The officer will work in partnership with the Probation Department on adult drug court and other initiatives in furtherance of the AB109 objectives.
- B. Representatives of the CITY and NEVADA COUNTY shall make recommendations for the AB 109 Officer position to the CITY Chief of Police who shall assign such officer.
- C. The term of the Agreement shall commence July 1, 2024, and conclude June 30, 2025, unless extended by mutual written consent. If the parties find it mutually desirable to extend this Agreement, additional one-year extensions may be negotiated annually.



Written notice of intent to negotiate an additional one-year extension shall be given by the party desiring such extension no later than May 1st of each year.

**2. RESPONSIBILITY OF CITY: OFFICER'S DUTIES**

- A. CITY shall administer this contract and provide AB 109 Officer services as set forth in **Attachment A**, which is attached to this Agreement and incorporated by his reference, at those times when appropriate or at those times designated therein. Services shall include, but not be limited to the enforcement of all state and local criminal laws and coordination with other enforcement details targeting AB 109 initiatives. The allocation of the AB 109 Officer's time will be mutually agreed upon between a representative of NEVADA COUNTY and the CITY Chief of Police or his designee.
- B. CITY shall control and determine the performance of CITY personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.
- C. CITY shall provide and supervise all personnel, establish all work schedules, furnish all equipment including vehicles, if any, and provide all supplies necessary to perform its duties as provided herein.

**3. COMPENSATION**

- A. As consideration for providing the services outlined above during the term of this Agreement, NEVADA COUNTY shall reimburse CITY up to \$20,000 per fiscal year as set forth herein:
  - 1. CITY shall submit a quarterly invoice to NEVADA COUNTY for the cost of providing the services for the previous quarter. Such invoice will be based on the direct salary and benefit costs of the assigned CITY Police Officer.
    - a. The CITY will invoice NEVADA COUNTY for direct salary and benefit costs of the assigned officer based on the actual hours spent providing AB 109 Officer services. The invoice shall contain sufficient detail to reasonably identify the date, time, location and nature of any services provided pursuant to this Agreement.
  - 2. NEVADA COUNTY shall pay such invoice to the City within thirty (30) days of receipt of said invoice.

**4. STATUS OF PERSONNEL UTILIZED**

- A. All personnel furnished by CITY shall at all times remain employees of CITY and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights NEVADA COUNTY may confer on NEVADA COUNTY employees.
- B. CITY shall be solely responsible for all salary, benefits, workers' compensation, and insurance for CITY employees performing duties under this Agreement, and CITY

shall be solely responsible for all supervisory, disciplinary and other employment related purposes for CITY employees performing duties under this Agreement. NEVADA COUNTY shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any CITY personnel performing duties under this Agreement. CITY shall retain the right to exercise its professional control over the manner in which it renders services, except as otherwise set forth in this Agreement.

C. NEVADA COUNTY shall have the right to reject for reasonable cause any employee of CITY assigned by the CITY to perform duties or services for NEVADA COUNTY.

**5. INDEMNITY**

Each party hereto (hereafter, “indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

In no event shall the indemnification of an employee or former employee of the City exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

**6. INSURANCE**

It is agreed that each Party shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automotive Liability, and One Million Dollars (\$1,000,000) Workers’ Compensation.

**6. NON-DISCRIMINATION**

During the performance of this Agreement, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

**7. RECORDS, AUDITS AND INSPECTIONS**

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this Agreement as may be required under State or federal law or regulation or a Party’s contract with a State agency.

## **8. GOVERNING LAW AND FORUM**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of California and any action to enforce the terms of the Agreement for the breach thereof shall be brought in County of Nevada.

## **9. NO THIRD PARTY RIGHTS**

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other party.

## **10. AGREEMENT INTERPRETATION**

The Parties acknowledge that they have caused this Agreement to be reviewed and approved by legal counsel of their own choice. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

## **11. SEVERABILITY**

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

## **12. COMPLETE CONTRACT: MODIFICATIONS**

This Agreement is to be read as a whole. This is an integrated agreement that contains all of the terms, considerations, understanding and promises of the parties as well as the fees, charges, and authorized expenses to be paid under the terms of this Agreement. No purported modifications of this Agreement shall be effective unless reduced to writing and mutually signed by authorized representative of the CITY and NEVADA COUNTY.

## **13. TERMINATION OR WITHDRAWAL**

At any time and without cause, either Party may terminate in whole or in any part, its participation in this Agreement by giving at least 30 days advance written notice to the other Party prior to the termination date.

## **14. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

To CITY of GRASS VALLEY:

Grass Valley Police Department  
Attn: Deputy Chief Steve Johnson  
125 East Main Street  
Grass Valley CA 95945

To NEVADA COUNTY:

Nevada County Probation Department  
Attn: Jeff Goldman, Chief Probation Officer  
109 1/2 N Pine Street  
Nevada City, California 95959

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and authorized the Mayor to execute same on behalf of the City.

IN WITNESS WHEREOF, the Chair of the Board of Supervisors, on behalf of the Nevada County Board of Supervisors is hereby authorized to approve and sign the Agreement, on behalf of the County of Nevada.

“NEVADA COUNTY”

“CITY”

\_\_\_\_\_  
Hardy Bullock  
Chair, Board of Supervisors

\_\_\_\_\_  
Hilary Hodge  
Mayor, City of Grass Valley

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel, County of Nevada

\_\_\_\_\_  
Michael G. Colantuono, City Attorney

ATTEST

\_\_\_\_\_  
Taylor Whittingslow, City Clerk

**ATTACHMENT A**  
**AGREEMENT WITH THE NEVADA COUNTY PROBATION DEPARTMENT**  
**FOR AB109 OFFICER SERVICES**

The following are examples of services to be performed by the AB109 Officer:

- Act as the primary police department liaison with the Probation Department.
- Perform analytical work as assigned.
- Assist with probation supervision activities and program implementation.
- Act as an extension of the Probation Department for assignments consistent with this Agreement.
- Be a visible, active law enforcement figure working alongside probation officers on AB109 related activities.
- Share and receive information with the Probation Department about persons and conditions that pertain to AB109 initiatives. Attend and participate in Drug Court. Develop relationships with various community partners such as mental health and drug treatment providers, transitional housing resources, 2-1-1, etc. The AB109 Officer will make referrals to community partners when appropriate.
- Create, pursue, and maintain effective working relationships with Probation Department personnel, with other law enforcement agencies, with juvenile and social service agencies, and with other community partners.
- Wear approved department uniform, formal business attire or business casual attire with appropriate logos and name badges depending on the type of activity or program.



## City of Grass Valley City Council Agenda Action Sheet

**Title:** Main and South Auburn Streets Intersection Improvements

**CEQA:** Categorically Exempt - Section 15301 “Existing Facilities”

**Recommendation:** That Council provide direction to Staff on whether to retain the traffic signal at Main St and S Auburn St or revert to a stop controlled intersection.

**Prepared by:** Bjorn P. Jones, PE, City Engineer

**Council Meeting Date:** 01/14/2025

**Date Prepared:** 01/09/2025

**Agenda:** Administrative

**Background Information:** Over several meetings in August and September 2024, Council was presented with a number of Engineering design proposals to be incorporated into the upcoming street restoration project along the Main St and S Auburn St downtown corridors. One concept was to consider converting the intersection at Main and S Auburn Streets from signalization to an all-way stop control configuration.

After Council’s initial consideration, a trial period of stop control (flashing red signal lights) was conducted over two full months in September and October 2024. In Staff’s opinion the trial showed that the intersection not only functioned safely in a stop control arrangement, but efficiency was improved the majority of the time. Traffic flows up and down Main St experienced better metering, instead of letting a stream of vehicles through at one time. Also, the unnecessary delays created by sitting at a red light when no cross traffic is present were eliminated.

Queuing of traffic did not appear to be measurably different in a signalized or unsignalized state, likely due to the fact that when the corridor is overwhelmed during peak periods, it doesn’t matter what intersection control is in place, there are simply too many vehicles for the roadway. There appeared to be very limited windows of the day when any advantages of increased efficiency from traffic signalization were evident.

This intersection and the Main St @ Bennett St intersection have both historically operated in a stop control configuration every night from 7pm to 7am, and on the weekends for many years. To Staff’s knowledge, no complaints have been received over the years about these temporary stop control arrangements. During the trial period, a few residents called in to express concerns about the Auburn @ Mill intersection; one a disabled person who felt less safe navigating the crosswalk and two callers who thought the signal was broken and should be fixed. The majority of the feedback received by Engineering was overwhelmingly positive.

The one perceived drawback of a stop control configuration is lessened pedestrian protections without the dedicated crossing cycle periods. In a way, this may be true, but the crossing cycle may also provide a false sense of security at times when motorists are not acutely alert for pedestrians, especially in executing a turning movement or when rushing to get through the intersection. In a stop control configuration, the free flow of traffic is moderated, and motorists are forced to stop, evaluate the whole intersection, and then make a decision to proceed. Also, the urge to rush through the corridor, especially coming down Main St to “beat the light,” is greatly diminished.

In all, Staff’s recommendation would be to convert the intersection to full-time all-way stop control. This would likely involve removal of most of the existing signal facilities and installation of a single, hanging flashing red control beacon in the center of the intersection, along with the installation of stop signs. Pedestrian safety improvements would be proposed, including signage, rapid flashing beacons and enhanced area lighting. Up front costs could be tens of thousands of dollars, but long term, elimination of the upkeep and operational costs of the traffic signal would see significant savings.

The secondary consideration discussed in prior meetings was the elimination of the westerly crosswalk markings across Main St due to pedestrian safety concerns and conflicts with uncontrolled left turning traffic. If a stop control configuration is the chosen treatment, this concern is significantly lessened, and the crosswalk could remain in place. However, if Council decides to keep the intersection as signalized, Staff would strongly recommend that the decision be made to remove the westerly crossing at this time.

Staff requests that Council provide final direction on the described proposals so that they can be incorporated into the upcoming street rehabilitation project. After consideration, Engineering will finalize the design and contract documents in order to release the project for bidding. The award of a construction contract is anticipated to occur in Spring 2025, with construction to follow shortly thereafter.

**Council Goals/Objectives:** The intersection improvements proposed execute portions of work tasks towards achieving/maintaining Strategic Plan Goal - Transportation

**Fiscal Impact:** If the intersection is converted to all way stop control, one-time costs of \$30-40,000 will be experienced. If signalization is maintained ongoing annual maintenance and replacement costs of approximately \$15,000 will continue.

**Funds Available:** Yes

**Account #:** 300-406-63850

**Reviewed by:** City Manager

**Attachments:** N/A



## City of Grass Valley City Council Agenda Action Sheet

**Title:** City of Grass Valley Strategic Plan Update

**CEQA:** Not a Project

**Recommendation:** Staff is seeking direction from the City Council regarding the next steps for updating or developing a new City of Grass Valley Strategic Plan.

**Prepared by:** Timothy Kiser, City Manager

**Council Meeting Date:** 01/14/2025

**Date Prepared:** 01/08/2025

**Agenda:** Administrative

**Background Information:** The City of Grass Valley initiated its first comprehensive strategic planning process in Spring 2018. The purpose of the Strategic Plan was to establish clear, actionable goals from which comprehensive programs could be developed to guide future strategies, projects, and resource allocation. The plan was created with significant input from community focus groups, comprising residents, community leaders, and business owners. A Citywide public forum allowed further engagement and discussion on enhancing Grass Valley's livability while preserving its unique identity.

The Strategic Plan rests on the City's **Mission, Vision, and Core Values**, forming the foundation for seven key goal areas: Community and Sense of Place, Transportation, Recreation and Parks, Economic Development and Vitality, High-Performance Government and Quality Service, Public Safety, and Water and Wastewater Systems and Underground Infrastructure.

Strategic objectives under each goal were developed through careful analysis of community input, feedback from stakeholders, industry trends, insights from City professionals, and City staff. The City Council approved the Strategic Plan on November 13, 2018, and since then, it has served as a guiding force for City projects, policies, and services.

**Progress and Updates:**

- In January 2020, staff presented an updated Strategic Plan reflecting completed project goals, highlighted in green text.
- Between January 2020 and December 2021, additional progress was made, with these completed project goals shown in blue text.
- In 2022, staff engaged members of the original stakeholder groups to gather feedback on updates and future directions. Additional public and City Council comments were received during the April 5, 2022, Council Meeting. Key feedback from 2022 included: Continued support for the original goals and objectives, suggestions to incorporate new priorities addressing housing and development



challenges, recognition of the Nisenan community, prioritization of underground utilities, and consideration of climate change impacts in all future City projects.

### **Importance of a Strong Strategic Plan:**

A strategic plan serves as a **critical roadmap** for a city's long-term success, offering clarity, focus, and alignment of resources with the community's highest priorities. It ensures that:

- **Vision and Goals Are Unified:** A well-defined strategic plan aligns elected officials, staff, and community stakeholders around shared goals, fostering cohesive decision-making.
- **Resource Allocation is Efficient:** By establishing priorities, the plan helps the City allocate resources effectively, avoiding duplication of efforts and focusing investments where they have the greatest impact.
- **Accountability and Transparency Are Enhanced:** Clear goals and measurable objectives provide benchmarks for tracking progress, enhancing accountability to residents and stakeholders.
- **Resilience and Adaptability Are Strengthened:** A strategic plan incorporates future challenges such as climate change, economic shifts, and growth pressures, preparing the City to adapt proactively.
- **Community Trust is Built:** Engaging citizens in the strategic planning process strengthens public trust by demonstrating a commitment to transparency, collaboration, and responsiveness to community needs.

To ensure that Grass Valley's strategic framework remains relevant and effective, staff seeks City Council direction on the following key questions:

1. **Mission, Vision, and Values:** Do these statements still accurately reflect our community's identity and aspirations?
2. **Key Goals:** Do the current goal areas remain representative of our priorities, or are there additional or revised goals to consider?
3. **Plan Development Process:** Should the City proceed with updating the current Strategic Plan or develop a new plan entirely?
4. **Approach:** If a new or updated plan is pursued, should we engage a consultant, utilize City staff, or use a combination of both to guide the planning process?

In conclusion, a comprehensive, forward-thinking Strategic Plan is essential to ensuring that Grass Valley continues to thrive while meeting future challenges and opportunities. Staff looks forward to receiving Council's input to define a clear path forward for this foundational document.

**Council Goals/Objectives:** This item executes portions of work tasks towards achieving/maintaining the Strategic Plan - This action executes portions of work tasks towards achieving/maintaining Strategic Plan objectives of Community Leadership, and Productive and Efficient Workforce.

**Fiscal Impact:** There is no immediate budget/financial impact associated with the proposed actions.

**Funds Available:** N/A

**Account #:** N/A

**Reviewed by:** Tim Kiser, City Manager

**Attachments:** Grass Valley Strategic Plan 2022 Update



# **CITY OF GRASS VALLEY**

## **STRATEGIC PLAN**

### **2022 UPDATES**

#### **MISSION**

Enrich the quality of life through exceptional service, innovation, and leadership.

#### **VISION**

Enhance our future as a progressive destination and the place to live and thrive.

#### **VALUES**

Honesty & Open  
Exceptional Service  
Proactive  
Fiscal Responsibility  
Partnerships



## THE CITY OF GRASS VALLEY

*That some achieve great success is proof to all that others can achieve it as well.” - Abraham Lincoln*

The concept of a long-range Strategic Plan was first presented to the Grass Valley City Council in 2018. The purpose of the Strategic Plan was to provide a set of goals from which comprehensive programs could be developed and adopted to help direct the City’s future strategies and projects. The Strategic Plan was developed with input from community focus groups consisting of an assortment of interested citizens and community leaders. Community contributions culminated at a Citywide public forum where discussion focused on the future direction of Grass Valley and potential projects to enhance the City’s livability; seven core goals were identified: 1) *Community & Sense of Place*, 2) *Transportation*, 3) *Recreation and Parks*, 4) *Economic Development and Vitality*, 5) *High Performance Government & Quality Service*, 6) *Public Safety*, 7) *Water & Wastewater Systems & Underground Infrastructure*.

A list of strategies and projects were established for each goal based on feedback from the community, City staff and City Council. The strategies and projects will be reviewed by the City Council each year during the budgeting process and priorities will be established to determine which projects will be executed over the coming years. As projects are completed new projects will be added in keeping with the seven established Goals.

As part of this overall process City staff revised the City’s Mission statement, created a Vision statement and set of Values to help guide City employees moving forward.

**THE MISSION OF GRASS VALLEY IS TO:**  
**ENRICH THE QUALITY OF LIFE THROUGH EXCEPTIONAL SERVICE,  
INNOVATION AND LEADERSHIP.**

**THE VISION OF GRASS VALLEY IS TO:**  
**ENHANCE OUR FUTURE AS A PROGRESSIVE DESTINATION AND THE PLACE  
TO LIVE AND THRIVE.**

**CITY VALUES**  
WE ACCOMPLISH OUR MISSION AND REALIZE OUR VISION BY EMBRACING  
THESE VALUES:

**HONEST AND OPEN:**  
WE WORK IN AN **OPEN, ETHICAL AND TRUTHFUL WAY**. ALL HAVE ACCESS TO  
SERVICES AND INFORMATION. WE ACT WITH **UNCOMPROMISING HONESTY AND  
INTEGRITY** IN EVERYTHING WE DO.

**EXCEPTIONAL SERVICE:**  
WE PROVIDE, **EXCELLENT, PROFESSIONAL AND HIGH-QUALITY SERVICE**. WE  
**ANTICIPATE, MEET OR EXCEED** CUSTOMER SERVICE EXPECTATIONS, **QUALITY  
IS EVERYTHING WE DO**.

**PROACTIVE:**  
WE **LEAD BY EXAMPLE**, INCORPORATING NEW IDEAS AND TECHNOLOGIES IN  
OUR WORK ENVIRONMENT, **ANTICIPATING AND IMPROVING** OUR DELIVERY OF  
SERVICE IN AN ENVIRONMENT OF EVER-INCREASING CHANGE.

**FISCALLY RESPONSIBLE:**  
WE BELIEVE IN **PROTECTING THE FINANCIAL HEALTH** OF THE CITY AND  
PROMOTING ITS ECONOMIC VITALITY AND **DELIVERING EXCEPTIONAL VALUE**  
TO OUR CITIZENS. RECOGNIZING WE ARE ENTRUSTED TO WISELY USE PUBLIC  
RESOURCES AND **BE ACCOUNTABLE** TO THOSE THAT HAVE PLACED TRUST IN US.

**PARTERSHIPS:**  
WE BELIEVE IN **COLLABORATION**, PROMOTING **INCLUSIVENESS**, SUPPORTING  
COMMUNITY INPUT, AND **EMBRACING NEW IDEAS**. WE TAKE PRIDE IN WORKING  
FOR AND GIVING BACK TO GRASS VALLEY

## GRASS VALLEY

The City's General Plan has always been built around central themes, all are key focus points of the City's current Vision:

- Preserve Grass Valley's historical character and encourage restoration.
- Expand public services to serve growing population.
- Encourage variety in residential building types and environments.
- Include high density housing areas in the town center.
- Provide better regional connections.
- Improve the circulation patterns within the City.
- Protect and improve the Downtown area.
- Diversify the economy and locate industry to avoid undue traffic.
- Preserve scenic beauty and character.

The citizens of Grass Valley value the City's rural small-town character and sense of community. Neighborhood integrity, as well as design and establishment of community and neighborhood gathering places, is a high priority for Grass Valley. Aesthetics such as trees, creeks and wildlife also play a vital role in the quality of life for Grass Valley residents. Furthermore, community members cherish the inherent sense of history in the architecture and landmarks throughout Grass Valley; therefore, historic preservation and improvements are highly important to the community.

The City of Grass Valley was incorporated as a charter City on March 13<sup>th</sup>, 1893. During the goldrush countless tin miners immigrated from Cornwall, England and settled in Grass Valley to try their hand at gold mining Grass Valley, home to two of the most lucrative mines in California: The Empire Mine and the North Star Mine. The Cornish brought with them their Cornish heritage which still permeates Grass Valley's culture, especially during annual events such as Cornish Christmas and St. Piran's Day.

Grass Valley is the largest city in western Nevada County, as such it is the economic and cultural center for the surrounding area. The City must plan for accommodating the needs of all the people who use the City, even those who are not City residents. For example, the Center for the Arts attracts approximately 60% of their patrons from locations outside of Grass Valley city limits.

# POPULATION

## 2022 UPDATES



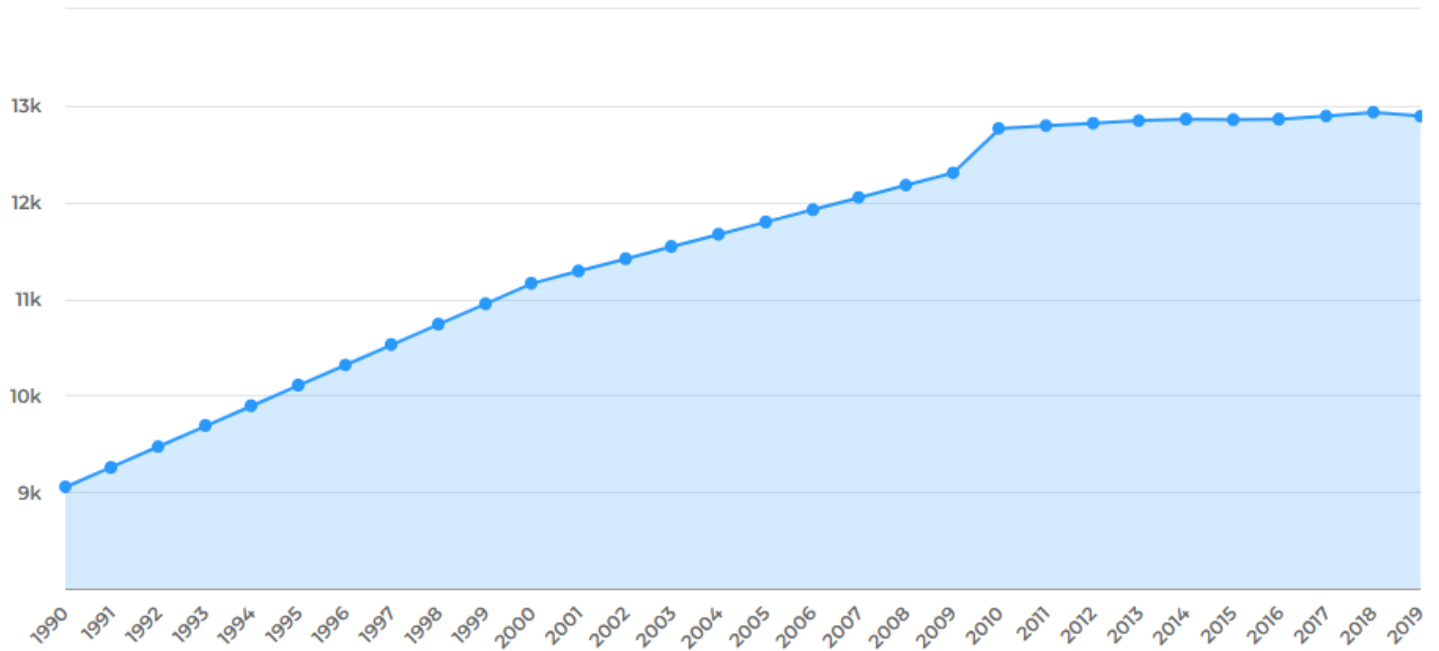
TOTAL POPULATION

**12,891**

▼ **.3%**  
vs. 2018

GROWTH RANK

**357** out of **482** Municipalities in California



\* Data Source: American Community Survey, 2010 Census, 2000 US Census and 1990 US Census

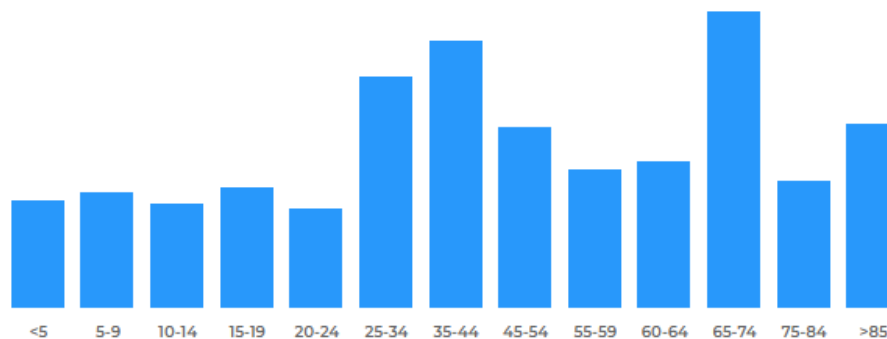


DAYTIME POPULATION

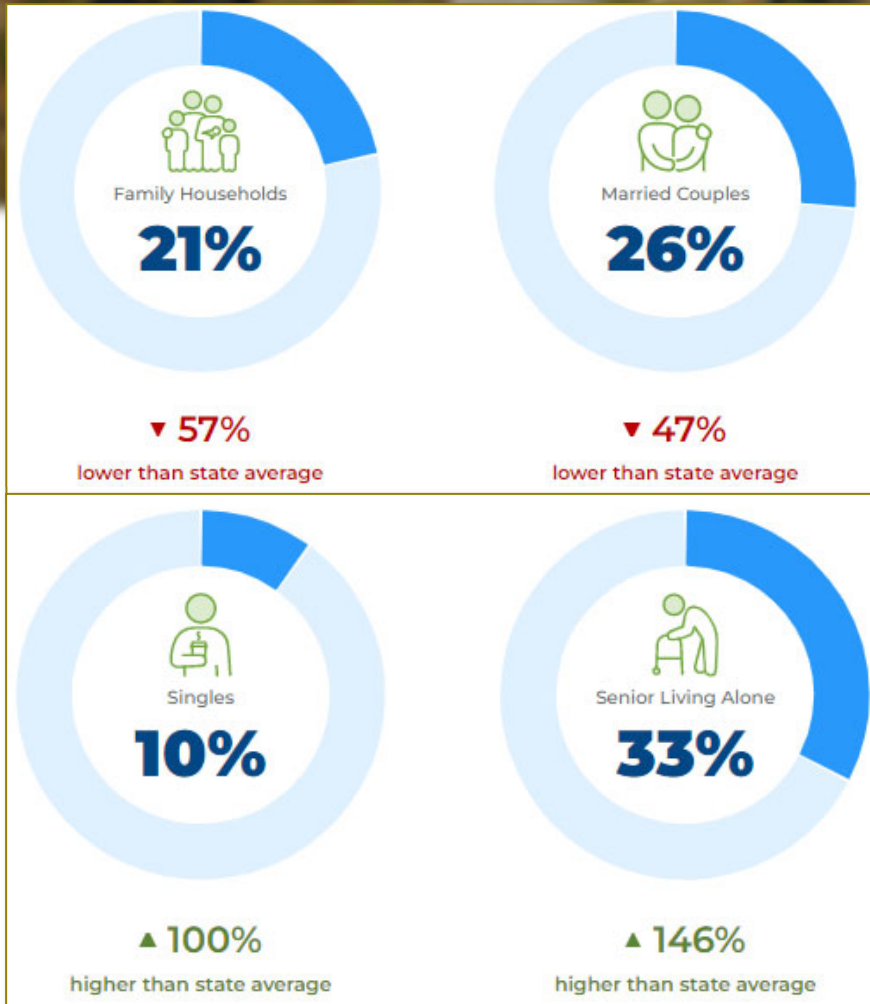
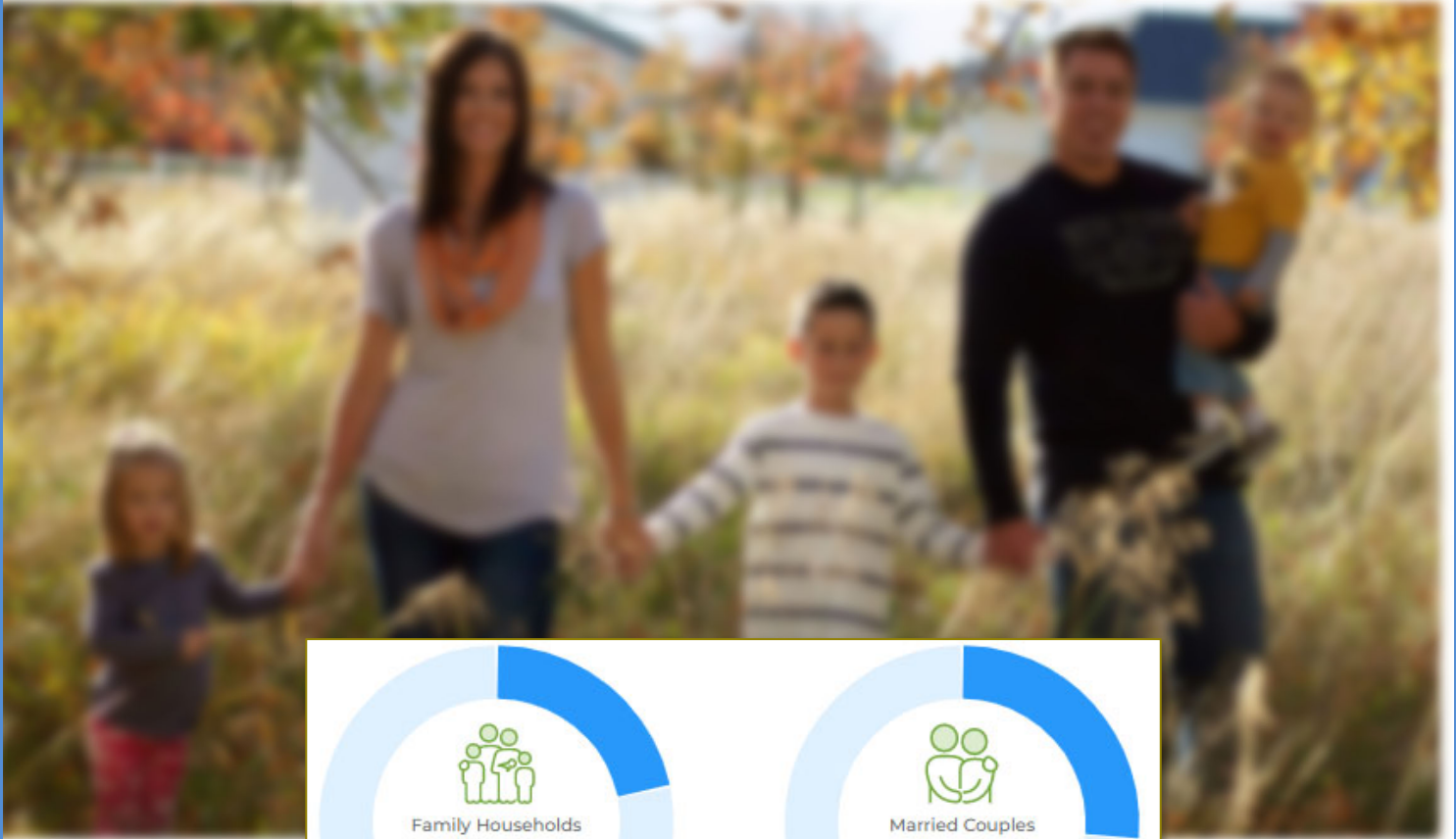
**20,126**

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

### POPULATION BY AGE GROUP



# 6,134 GRASS VALLEY HOUSEHOLDS 2020





## HOUSEHOLD INCOME

## GRASS VALLEY



### HOUSEHOLD INCOME

Above \$200,000

**4%**

▼ **71%**  
lower than state average

Median Income

**\$37,548**

▼ **50%**  
lower than state average

Below \$25,000

**31%**

▲ **91%**  
higher than state average



# HOUSING



2021 MEDIAN HOME VALUE

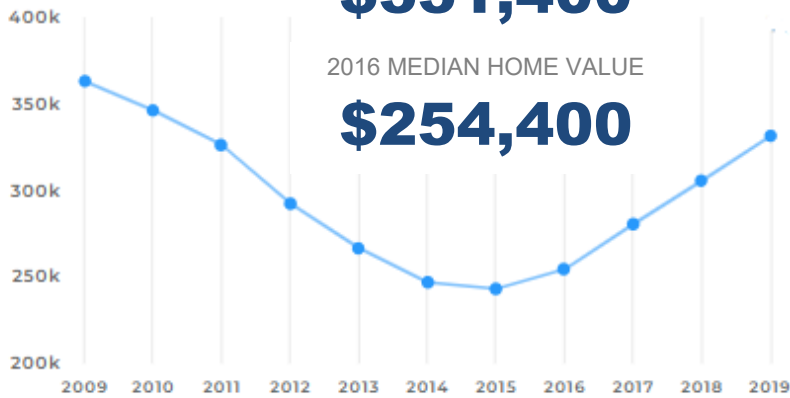
**\$506,600**

2019 MEDIAN HOME VALUE

**\$331,400**

2016 MEDIAN HOME VALUE

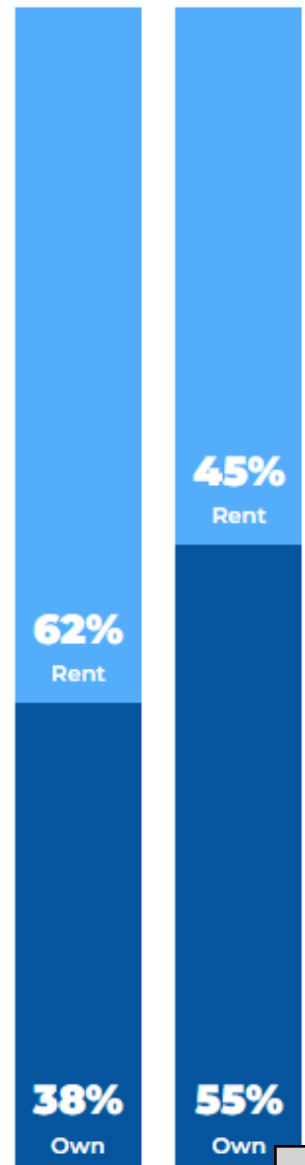
**\$254,400**



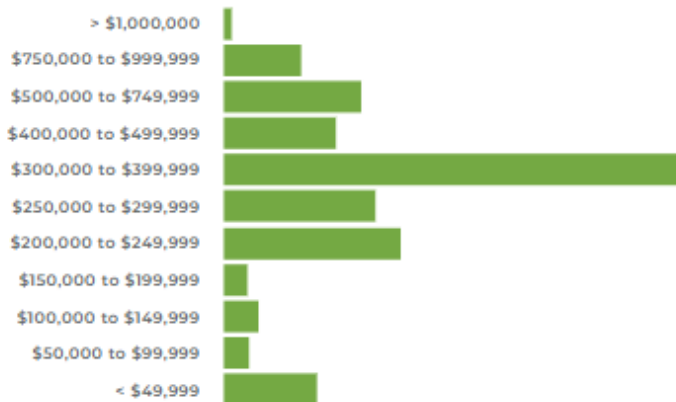
\* Data Source: 2019 US Census Bureau, American Community Survey. Home value data includes all types of owner-occupied housing.

## HOME OWNERS VS RENTERS

Grass Valley State Avg.



## HOME VALUE DISTRIBUTION



# SCHOOL ENROLLMENT



## NEVADA JOINT UNION HIGH

Academic Year	Charter School Enrollment	Non-Charter School Enrollment	Total Enrollment
2020-21	7.2%	92.8%	2,686
2019-20	6.6%	93.4%	2,788
2018-19	6.5%	93.5%	2,775
2017-18	6.9%	93.1%	2,801
2016-17	6.0%	94.0%	2,862
2015-16	4.8%	95.2%	2,947
2014-15	2.2%	97.8%	3,003



**CITY OF GRASS VALLEY**  
Timothy Kiser, City Manager/City Engineer

125 East Main Street  
Grass Valley, CA 95945

**A CENTENNIAL CITY**

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## **LETTER FROM THE CITY MANAGER**

In 2018, we prepared and implemented the City of Grass Valley Strategic Plan. The goals and projects presented in the Strategic Plan were developed after multiple meetings with Grass Valley citizens, community and business partners, mayor and councilmembers, as well as City staff. The overall goal and central focus of the plan is to ensure the well-being of our City while working to improve our unique identity as we plan for the future.

The City's mission, vision, and values provide the foundation for the plan's seven key goals: Community and Sense of Place, Transportation, Recreation and Parks, Economic Development and Vitality, High Performance Government and Quality Service, Public Safety, and Water and Wastewater Systems and Underground Infrastructure. We developed the strategic objectives (projects) in each Goal via extensive analysis of citizen needs and desires, community leaders and local business owners' feedback, local and statewide trends, and information provided from various professionals within the City's organization. These objectives were the guiding force for all the projects completed over the last four years, and they are expected to help inspire the City's plans and services over the next fifteen to twenty years.

Throughout this 2022 Strategic Plan update, you will find detailed information about the various projects the City has undertaken and/or completed over the last four years. The projects completed between November 2018 and January 2020 are listed in green, any project completed between January 2020 and December 2021 are listed in blue. While I am proud of the goals we've achieved and projects we've completed since 2018, there is still a lot to be done.

The world, and our community, has changed a lot over the last few years. Therefore, it's imperative we revisit, refine, and add goals to our Strategic Plan to ensure our community is adequately adapting to address global concerns such as climate change and affordable housing, while also preparing for more localized concerns such as wildfire, vegetation management, and water rights. Therefore, I present this 2022 Strategic Plan as an example of the progress we've made, and as an enhanced roadmap to help us grow and adapt to the ever-changing conditions of our environment and society. The highlighted goals listed throughout this update were added after the Special City Council meeting of April 5, 2022.

I look forward to continuing to work with the community, Council, and staff to make the City of Grass Valley more beautiful and vigorous than ever.

Sincerely,

Tim Kiser  
*City Manager*

# STRATEGIC PLAN

Work Tasks completed between 11/2018 and 1/2020 (Green Text)

Work Tasks completed between 1/2020 and 12/2021 (Blue Text)

## **GOAL #1: COMMUNITY & SENSE OF PLACE**

***THE CITY OF GRASS VALLEY IS DEDICATED TO PROMOTING PROGRAMS AND PROJECTS THAT IMPROVE LIVABILITY AND ENHANCE THE CHARACTER AND CHARM OF GRASS VALLEY.***

It is the City's goal to provide for high-quality development that respects Grass Valley's historical small-town character, while also encouraging a variety of residential housing and business types. To maintain the quality of life and sense of community, the City will continue to provide more experiences for families and promote neighborhood and downtown improvements.

### **Ideas from the Community:**

1. Diverse housing options for all
2. Make our community more attractive to young families
3. Address concerns related to affordable housing and housing shortage
4. Downtown Grass Valley and other areas of the community needs more *experiences* for families (a communal gathering place)
5. Preservation of Grass Valley's historical character and overall beautification of the City
6. We should preserve and celebrate our Native History, prior to the Gold Rush
7. Projects should consider/address the ever-changing climate concerns that impact our community

### **OBJECTIVES/PROJECTS:**

#### **SHORT TERM PROJECTS (0-3 YEARS):**

1. Hold housing forums with stakeholders regularly to evaluate challenges facing our community and look at solutions to assist with addressing housing constraints. This forum should also evaluate housing market for our region.
2. Reevaluate the City's short term rental policy and short term rentals' impact on long term rentals.
3. Work with developers and the community to expedite the development of housing projects (especially already approved housing projects). Develop quality of life housing opportunities.
  - *Adopted the 2019-2027 Housing Element which highlights the importance of maintaining and improving the local environment and quality of life in Grass Valley. It also addresses strategies for promoting fair and equal housing opportunities.*

- *Used SB2 and LEAP grants to complete Southern Sphere of Influence Planning project to expedite housing for the Berriman Ranch Phase III*
4. Develop a landscape strategy to ensure consistency in City-maintained landscape areas, including downtown streetscapes and City-owned parking lots.
    - *Hired Living Outdoors Landscapes to assist with Park and Downtown landscaping.*
    - *Developed landscaping plan for South Auburn Street City Parking Lots.*
    - *Installed new landscaping in South Auburn parking lot*
    - *Partnered to install raised planters and landscaping in Safeway parking lot.*
    - *Throughout COVID, City worked with Downtown businesses to decorate, install artwork, and update planters regularly.*
  5. Create more experiences for families in City parks and downtown (e.g. storytelling, summer camps, outdoor performing arts, magic shows, and other special events geared toward families).
    - *Reconstructed Minnie Park Playground expanding the playground and adding a scooter/tricycle track for beginner youth riders funded by Measure E.*
    - *Installed temporary streetside dining areas to expand outdoor dining options during the pandemic*
    - *Enacted downtown Mill St closure to create pedestrian-friendly space and enhanced retail and dining experiences*
    - *Decorated downtown for the holidays (Christmas, Halloween, Easter, etc.)*
  6. Develop an annual project to clean up neighborhoods and/or commercial areas.
    - *Adopted Vacant Storefront Window Ordinance 17.41 to address potential blight issues associated with long-term unmaintained buildings in the downtown area.*
  7. Create identifiable highway signage and gateways into the City to help promote a unique and captivating identity for the City of Grass Valley.
    - *Constructed new entryway sign/ Fire Memorial at Neal Street Parking Lot. The entryway sign design will be the standard for other entry locations.*
  8. Improve the appearance of Colfax Avenue (Highway 174), Main Street, and Old Highway 49.
    - *Working with Caltrans to relinquish Colfax Avenue, Hansen Way, and portions of Tinloy Avenue. California Congress to approve the relinquishment in March 2020 (delayed due to COVID-19).*
  9. Establish and support more events that encourage diverse attendance from all groups.
    - *The City's calendar (viewable via the City's website) incorporates events from businesses and venues throughout downtown and Grass Valley, including Center for the Arts events, local restaurant/bar/winery events, and family and parenting events and classes. We also share events happening at the Fairgrounds.*
    - *Staff coordinated several successful food trucks events downtown with the goal of scheduling more.*

- *Decorated for the holidays, purchased tables and umbrellas to improve the aesthetics of downtown and make it a more inviting area for all.*
  - *4<sup>th</sup> of July Fireworks Show, 100% funded by donations, was relocated due to COVID restrictions, but new location ended up making the show more viewable for the entire community.*
10. Add a student art exhibit to City Hall.
- *Added NHUS senior art project (Del Oro Theatre painting) to City Hall entryway.*
11. Improve and restore waterways (i.e. Wolf Creek) throughout the City.
- *Reconstructed floodplain and restored wetlands on Peabody Creek near Condon Park.*
  - *Applied for Prop 68 Green Infrastructure grant in July 2019 to restore sections of Wolf Creek in Memorial Park to allow for safe public access. (Not awarded funds but will continue efforts as new grants become available).*
  - *Developed strategy and garnered State approval of a Pyrethroid Management Plan to establish a variety of actions that monitor pyrethroid discharges into City water bodies.*
  - *Completed an estimated 81 storm water pollution control site inspections and enforced correction actions for erosion and sediment control issues.*
12. Be a leader in green energy solutions (Solar, Community Choice Aggregation, etc.)
- *Received a Beacon Spotlight Award (Gold Level) for 17% Community Greenhouse Gas Reduction.*
  - *Received a Beacon Spotlight Award (Platinum Level) for 34% Agency Greenhouse Gas Reduction.*

**MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Make City entrance signs on Highway 49 East and West, possibly utilizing the overpasses and screen protective fencing as a backdrop.
2. Create a “community gathering place” for the City in/near downtown where families and groups can enjoy music, recreation, and all sorts of entertainment together.
  - *In response to COVID, added planters, parklets, tables and umbrellas to downtown to help create a safe gathering space for families and groups.*
  - *Downtown Streetscape Improvement Project #21-12 (Mill Street) RFQ & RFPs for Design-Build Services went out in December 2021.*
3. Enhance efforts to clean up neighborhoods and commercial areas.
  - *Organized and implemented neighborhood cleanup and debris collections following December 2021 winter storm.*
4. Create programs to encourage business and homeowners to make façade renovations to improve overall appearance of the City.

- *Adopted Vacant Storefront Window Ordinance 17.41 to address potential blight issues associated with long-term unmaintained buildings in the downtown area.*
  - *Worked with GV Brewery to create outdoor dining along East Main Street by converting parking spaces to dining area.*
5. Amend City regulations to allow businesses to utilize space in the public right-of-way in Downtown to increase outdoor dining and shopping experiences (potentially remove some parking to accomplish).
- *Staff is working with Grass Valley Brewery to expand outdoor seating into sidewalk area (realign sidewalk into the street) on East Main Street as a trail project.*
  - *This project has been approved by the Development Review Committee.*
  - *During COVID, the City found creative ways to assist restaurants in using sidewalks and parking stalls to create parklets to allow for more outdoor dining.*
  - *With Council's approval of the Mill Street closure, staff created a Mill Street Encroachment Permit process wherein the downtown businesses can reserve the space in front of their business to expand their services into the public right-of-way.*
6. Initiate the General Plan Amendment, focusing on required components, refreshing information to bring the plan and code up to date, minimizing the time and money to update entirely, focusing on what is needed and required to sustain Grass Valley's vision for the next 20 years.
- *General Plan Amendment to the City of Grass Valley's 2019-2027 Housing Element.*
7. Design Grass Valley themed signage to install throughout Downtown area.

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Enhance the attractiveness of neighborhoods through City services, innovative ideas, and voluntary compliance with City codes and regulations.



**GOAL #2: TRANSPORTATION**

***THE CITY OF GRASS VALLEY SUPPORTS A SAFE, RELIABLE, AND MULTIFACETED TRANSPORTATION SYSTEM CAPABLE OF ACCOMMODATING EVERY COMMUNITY MEMBER AND GUEST OF GRASS VALLEY.***

Grass Valley focuses on improving circulation patterns within the City, and this Strategic Plan reinforces that focus with projects aimed at enhancing overall connectivity. Providing quality infrastructure will always be a focal point for the City of Grass Valley, including safe and well-designed streets, bikeways, sidewalks, and trails.

**Ideas from the Community:**

1. Street maintenance, improvements to intersections and pedestrian walkways (sidewalks, trails) should be treated as high priorities.
2. Improvements need to be made to Colfax Avenue and South Auburn Street intersection downtown, as well as, the McKnight Way freeway interchange.
3. Completion of the Wolf Creek Trail system.
4. Enhance City sidewalks and bikeways to provide for safer travel, better walkability, and more connectivity throughout Grass Valley.
5. Look into net-zero emissions and alternate fossil fuel transportation modes, in addition to shorter wait times for bus travel.

**OBJECTIVES/PROJECTS:**

**SHORT TERM PROJECTS (0-3 YEARS):**

1. Develop an aggressive pavement management plan to address aging streets and sidewalks that need resurfacing and repair. Look into contracting out an annual overlay program for road and sidewalk repair.

*Completed the following projects:*

- *2019 Street Improvement Project: Mill Street from Highway 20 to East Main Street, East Main Street from the Roundabout to Dorsey Drive, Bennett Street from Hanson Way to the end of City Limits, South Auburn Street from Hansen Way to McKnight Way, Scotia Pines Circle & Peabody Court, Forest Glade Circle, Freeman Lane South of West McKnight Way (4.5 miles of resurfaced roads, 50 ADA ramps installed).*
- *Empire Court & Kate Hayes Street Project: (0.35 miles of resurfaced roads, 2 ADA ramps installed).*
- *Richardson Street Reconstruction: (780 linear feet of missing segments of sidewalk, 20 ADA ramps installed) funded by Measure E.*
- *2019 Measure E Rehab Project: Chapel Street, Pleasant Street, Walsh Street, Neal Street, Carpenter Street, Townsend Street, West Main Street, Dalton Street, Columbia Avenue, Lloyd Street, South School Street, Temby Street, and South Church Street (3 miles of AC overlaid roads, 50 ADA ramps installed, 1000 linear feet of missing segments of sidewalk) funded by Measure E.*



- *NE Sidewalk Project (Sutton Way, Maltman Drive, and Dorsey Drive) installed 4 curb ramps and installed 1400 ft of missing sidewalk to create continuous accessible sidewalk routes.*
  - *2020 Annual Street Rehab Project: W Empire St, Whiting St, Le Duc St, Kechley Ct, Mainhart Dr and Stacey Ln (1.25 miles of resurfaced roadway, 10 ADA ramps installed, 200 linear feet of missing sidewalk segments)*
  - *2020 Measure E Street Rehab Project: Joerschke Dr, Maltman Dr, Manor Dr, Glenbrook Dr, Annex Ave, Apple Ave, W Olympia Dr, Glenwood Rd (approximately 2 miles of resurfaced roadway)*
  - *Slate Creek Road Improvements Project: Slate Creek Rd from Ridge Rd to the city limits, (approximately 1000 feet of resurfaced roadway)*
  - *Idaho Maryland Road Measure E Emergency Repaving: Idaho Maryland from Sutton Way to Brunswick Road, (approximately ½ mile of resurfaced roadway)*
2. Create a tree planting/replacement program with a common theme (e.g.: Dogwoods) for the City's streets. Continue seeking grants related to air quality and greenhouse gases to help fund this effort.
3. Maintain ADA Transition Plan and commence implementation of improvements.
- *Installed 106 ADA ramps.*
  - *Updated Park restrooms (Memorial Park and Minnie Park) and playgrounds (Memorial Park and Minnie Park) to meet ADA requirements funded by Measure E.*
  - *Added one ADA parallel parking space downtown.*
  - *The Condon Park Accessibility Project included grading and resurfacing the trail, repaving the roadway, and repairing and installing sidewalk to meet current ADA standards.*
  - *Installed 10 ADA curb ramps*
  - *Added ADA parking spaces in the Church Street Parking lot.*
  - *Updated the City's website to meet ADA current standards.*
4. Continue to look for ways to improve parking (i.e. add more parking spaces) in and near Downtown area.
- *Purchased 309 Mill Street property to create additional parking downtown – Project is under Planning review.*
  - *Working with Caltrans to relinquish portions of Tinloy Street, Colfax Avenue, and Hansen Way, along which the City will create more parking spaces.*
  - *Constructed 15 permit only paved parking spaces at 161 S. Auburn Street.*
  - *Constructed 25 permit only parking spaces at 341 East Main Street.*
  - *Turned Neal Street/S. Auburn Street Parking Lot into paid parking lot (33 spaces).*
  - *Restriped the S Church St parking lot to gain an additional 11 spaces*
  - *Acquired property at 131 Colfax and contracted to demolish exist structure for possible parking area.*
  - *Project was approved project in July 2021*
  - *A total of 32 parking spaces are proposed including 2 ADA parking spaces. Of the 32 parking spaces, 4 or 12 percent are compact parking spaces with dimensions of 8 feet by 18 feet. The standard parking space dimensions are 9 feet by 18 feet with backing distances of 24 feet in compliance with City Standards. A bicycle rack is also provided at the northeast corner of the property.*

5. Install sidewalks in key pedestrian areas, including downtown and East Main Street, to provide for connectivity with existing sidewalks to allow for safe pedestrian travel.
  - *Installed new sidewalks along Pleasant Street to make a continuous sidewalk on one side of the street.*
6. Work out an agreement with Caltrans to acquire Tinloy Street-Hansen Way-Colfax Avenue (Highway 174) intersection.
  - *Relinquishment Agreement for the right of way was approved by Caltrans and City Council. Awaiting CA Congress approval.*
7. Develop a plan to redesign the intersection at the freeway offramp at Colfax Avenue and South Auburn Street (possible roundabout) to improve traffic flow and pedestrian/cyclist access, encourage safer driving, and provide additional parking for downtown.
  - *In partnership with Caltrans, NCTC, and the City, conceptual oval/kidney bean roundabout has been studied and received preliminary approval. Next step is to seek funding to start engineering, environmental review, and construction.*
  - *Applied for grant funding in conjunction with NCTC and Caltrans. Unsuccessful in the ATP funding for 2021 but will reapply addressing areas the project did score well and will reapply in 2022.*

#### **MEDIUM TERM PROJECTS (2-5 YEARS):**

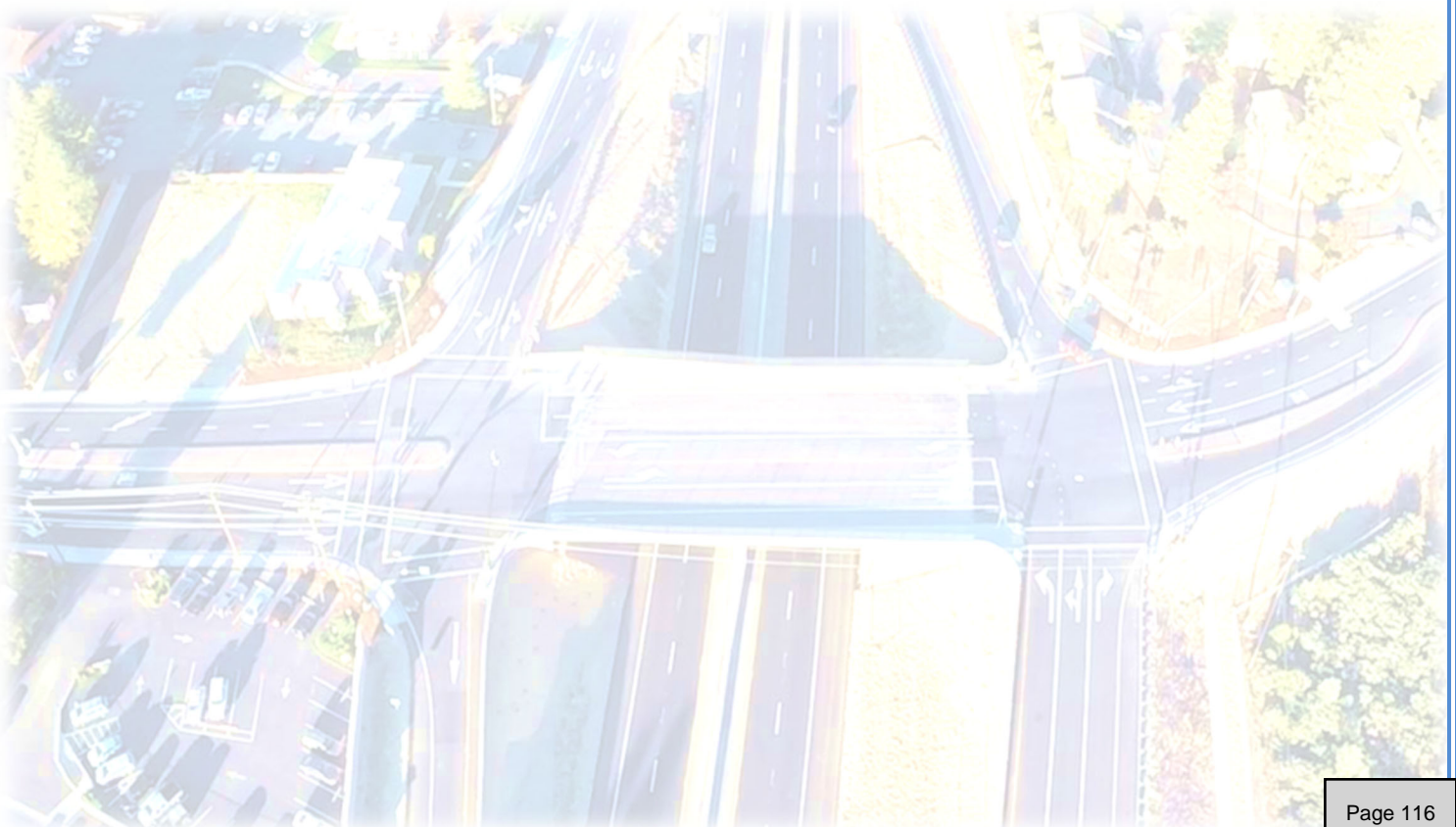
1. Conduct proactive community engagement forums regarding sensitive traffic concerns and facilitate discussions with the responsible departments (Police, Engineering, etc.) on traffic related issues.
2. Collaborate with Caltrans to develop a design to improve the McKnight Way Interchange, and South Auburn Street/Colfax Avenue/Tinloy Street triangular intersection (possible roundabout) to improve traffic flow and freeway access.
  - *An Intersection Control Evaluation was completed for the McKnight Way interchange. The extensive study and report, which proposes two roundabouts on both freeway ramps, was accepted by Caltrans. The City has approval to seek out funding opportunities and to move on to the design and environmental phases.*
  - *An Intersection Control Evaluation was nearing completion for the triangle intersection. A draft report and preferred alternative were developed, Engineering Department is looking to apply for an ATP grant to fully fund the project.*
3. Create an attractive, aesthetically pleasing entryway to downtown.
  - *Constructed new entryway sign/ Fire Memorial at Neal Street Parking Lot.*
  - *Completed landscape improvements in the Brockington (Safeway) shopping center parking lot.*
  - *Relandscaped the corner of Richardson and East Main Street to improve the entry from Bennett Street off ramp.*
4. Beautify Colfax Avenue (landscaping) to make it a more attractive gateway to downtown shopping and dining, and Memorial Park neighborhoods.

5. Redesign streets throughout downtown: improve sidewalks, develop a gathering place for community members and visitors to congregate.
  - *Constructed raised crosswalk at Mill Street/Bank Street intersection, improved curb ramps throughout downtown, South Auburn Street, Bennett Street, etc. (See 2.A.1 & 2.A.3 for more details).*
  - *After an extensive public outreach program, and City Council's approval to close Mill Street (two blocks) to create a town square environment for downtown (a gathering space for the community), the Downtown Streetscape Improvements Project Design Build Services contract solicitation is underway.*
6. Develop a systematic and decisive plan to acquire property.
7. Improve existing public-controlled property to allow for the development of non-motorized trails to create connections between areas such as Wolf Creek, Downtown, schools, and parks.
  - *Completed first phase of Wolf Creek Trail (Cohousing/River Otter way to Mining Museum Parking Lot at Mill Street & Freeman Lane) 1.25+/- miles of trail constructed.*
8. Evaluate the placement of new electronically lit crosswalk systems near schools and downtown sites.
  - *Installed flashing cross walk signs at four intersections downtown (West Main Street/Church Street, West Main Street/School Street, Neal Street/Mill Street, South Auburn Street/Mohawk Street, and East Main Street/Murphy Street).*
  - *Awarded Highway Safety Improvements Project grant to install safety lights and enhanced markings and signage at multiple crosswalks around town.*
9. Install electric vehicle charging stations at key locations throughout the City.
  - *Awarded grant to install electric vehicle charging stations at City Hall and S Auburn St parking lots*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Install portions of the Wolf Creek Trail throughout Grass Valley with the goal of providing overall connectivity to each section over the next 7 to 10 years. Look into creating connectivity to the North Star House and other facilities as part of the construction of the Wolf Creek Trail.
  - *Completed first phase of Wolf Creek Trail (Cohousing/River Otter way to Mining Museum Parking Lot at Mill & Freeman Lane) 1.25+/- miles of trail constructed.*
  - *Worked with consultant Surf 2 Snow ERM on identifying the preferred alignment and preliminary Engineering and Environmental for the remainder of the Wolf Creek Trail from Phase 1 to connect with Loma Rica Ranch.*
2. Widen Highway 49 South to four lanes to improve safety in high-danger areas.

3. Develop long-term transportation planning to help local and regional transportation networks operate at the highest level of efficiency.
  - *Work with NCTC and traffic consultant GHD on an update to the Regional Traffic Mitigation Fee Program.*
4. Research Uber, Lift, and other transportation network companies as a potential public transportation option and employment shortage solution.
5. Work with Caltrans to remove their material storage yard along Wolf Creek and the Colfax downtown freeway exit.



**GOAL #3: RECREATION & PARKS**

***THE CITY OF GRASS VALLEY STRIVES TO PROVIDE DIVERSE RECREATIONAL AMENITIES IN OUR PARKS, AND WE ARE ACTIVELY IMPLEMENTING PROJECTS TO IMPROVE THE PARKS AND TRAILS SYSTEMS.***

To enrich the physical, mental and social wellbeing of the community, the City of Grass Valley will provide diverse recreational amenities to all age groups within our parks and maintain the parks to the highest standards.

**Ideas from the Community:**

1. Upgrades and improvements to all City parks and trail systems.
2. Improved cooperation with the school systems for joint use of fields.
3. Enhancements to the City pool and facilities at Memorial Park.
4. Development of a sports complex for field events where the City can host City teams and traveling teams as an economic advancement for Grass Valley.
5. Ensure accessibility and safety of the parks and trails within the City.

**OBJECTIVES/PROJECTS:**

**SHORT TERM PROJECTS (0-3 YEARS):**

1. Upgrade Memorial Park fields, pool and pool deck, locker rooms, parking lots, sidewalks and safety fencing around Colfax Highway. Also, improve signage, entrance, and landscaping to accomplish overall beautification of Memorial Park.
  - *City approved a contract with Public Restroom Company to replace and upgrade the pool buildings (restrooms, locker rooms, showers, meeting room, office space, etc.). Paid for with Measure E funding and the estimated completion is Summer 2020.*
  - *Constructed 4 Pickleball courts in Memorial Park.*
  - *CDBG Memorial Park Facilities Improvements Project began June 2021. Project includes expansion of the pool, installation of pickleball courts, replacement of softball field with all-weather softball field (outfield to be striped to accommodate soccer games/practices. Project also includes creating a cut through road from Race Street to Oak Street, the cut through is designed to provide additional parking in the park.*
2. Install and/or improve fields for soccer, lacrosse and other field sports. Increase playable hours at fields through the evaluation of lighting options.
  - *In conjunction with Grass Valley School District, the City installed an all-weather full-size soccer/lacrosse field. The field is striped for multiple soccer field age groups and includes a gravel walking/jogging perimeter path. The project was fully funded by Measure E.*
  - *The CDBG Memorial Park Facilities Improvements Project includes replacement of the softball field with a synthetic turf softball field. The new softball outfield will be striped to accommodate soccer games and practices as well.*

- *De Mautino Park soccer field was resodded as part of the 2020 annual Measure E Park Improvements.*
  - *Bonded for \$6 million in Measure E Park improvements to be used towards major sports field improvements.*
3. Collaborate with the State, local agencies, schools to utilize their field space and/or property for recreational purposes.
- *The Grass Valley School District and the City entered into a Joint Use Agreement to expanded community use of the Grass Valley Charter School Field, the Lyman Gilmore Middle School Field, and the Scotten Elementary School Field. The Joint Use Agreement expands community use of the identified GVSD school sites to maximize utilization of School District property and improve recreational opportunities for the public and community. The City intends to use and upgrade the facilities of the identified school sites for community use, during non-school hours.*
  - *Working with Sierra College to potentially lease Rotary Fields under a Joint Use Agreement.*
4. Develop internal trails within the City parks.
- *Condon Park Parking Lot Improvements Project began construction, including improved trail connection through read baseball field parking lot*
  - *BYLT in partnership with the City completed construction of native earthen spur trails connecting to and from the Wolf Creek Trail*
  - *The City and BYLT partnered to repave the highly used Litton Trail*
5. Beautify and improve the landscaping throughout Condon Park, design and develop a more striking entrance to the park, provide more parking, expand the disc golf area, add seating around skate park, and non-motorized trails throughout the park, and renovate the public buildings.
- *Replaced Park restrooms (Memorial Park and Minnie Park) and playgrounds (Memorial Park and Minnie Park). Funded by Measure E.*
  - *Approved the expansion of Condon Park disc golf course.*
  - *Reduced potential fire danger by masticating approximately 10 acres (opens the expansion of the disk golf course).*
  - *City is working with Acton Arboriculture to develop a short- and long-term plan for maintaining and improving the trees and horticulture in Condon Park.*
  - *Fencing at the Skatepark has been removed at the request of the local skatepark users, through a collaboration with the police department and City.*
6. Enhance the City's recreational programs by developing partnerships, policies, and processes with outside organizations to help meet the recreational needs of Grass Valley while minimizing the need for City resources.
- *A Joint Use Facility Agreement with Grass Valley School District has allowed to the City to assume field reservation responsibilities and collect field use rental fees at Lyman Gilmore, Scotten and Grass Valley Charter Schools. The process for recreational organizations to reserve field space in the Grass Valley area has been streamlined because they can reserve the various available field spaces through the City of Grass Valley.*

- *The City has worked closely with Gold Country Lacrosse Club to meet their field use needs. The City has included field striping and additional fencing to the Lyman Gilmore turf field to accommodate Lacrosse standards.*
  - *The City has continued to support the growth of Gold Country YMCA. The City modified the use agreement with YMCA to include use of the Scout Lodge at Memorial Park to allow for more year-round programming and classes.*
  - *Through collaborative efforts with Gold Country Disc Golf Association, concept level designs for a 9-hole expansion of the Condon Park Disc Golf course has been completed.*
  - *YMCA has entered into agreement with the City to manage programming for the new Memorial Park Pool facilities.*
7. Improve the smaller parks in Grass Valley by upgrading play equipment and landscaping.
    - *Replaced the Minnie Park playground and restrooms. Funded by Measure E.*
  8. Install a water playground feature in City parks.
    - *The CDBG Memorial Park Facilities Improvements Project includes adding a splash park to the new pool area.*
  9. Increase the use of video and social media advertising for recreation programs, classes, and events.
  10. Improve the safety of public parks by employing a park ranger.
    - *Dedicated a fulltime GVPD officer to performing park ranger like duties in parks and downtown.*

#### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Implement new Recreation Management Software to allow for the convenience of online registration, reservations, and payments.
  - *With the purchase of the Tyler Technologies system for financial software, the City can implement a Parks and Recreation module that can be used to facilitate online registration, reservations, and payments in the future at no additional cost.*
  - *In 2021, Staff implemented new Trumba calendar (on City's website) wherein sports clubs/teams and any other interested parties can view and schedule field use for any of the City-managed fields (Lyman Gilmore, Grass Valley Charter, Margaret Scotten, and De Mautino).*
2. Remove the dilapidated buildings in Memorial Park and replace with new building(s) that can be used by community groups for their various recreation and other programs in partnership with the City.
  - *The new pool building includes a multipurpose room and outdoor area that can be used for group gatherings/celebrations.*

- *The Clubhouse was demolished as part of the CDBG Memorial Park Facilities Improvements Project.*
3. Improve Condon Park by adding more trails and continue upgrades to Love building so it can be considered a more diverse venue capable of hosting events (e.g.: weddings, company events, reunions).
  4. Create a unique play structure in Condon Park that commemorates the City's historical past.
  5. Create Parks and Landscaping maintenance standards for City parks to ensure they are well maintained, clean, safe, and family friendly.
  6. Construct an all-weather field for soccer, lacrosse, and other sports.
    - *In conjunction with Grass Valley School District, the City installed an all-weather full-size soccer/lacrosse field at Lyman Gilmore, fully funded by Measure E.*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Create a sports complex to host soccer, softball, lacrosse, baseball, and other outdoor field events.
2. Provide indoor space to host a variety of community events and recreational classes.
3. Encourage outdoor eco-friendly programs through the private sector based out of the City of Grass Valley.





**GOAL #4: ECONOMIC DEVELOPMENT & VITALITY**

***THE CITY OF GRASS VALLEY ENCOURAGES A ROBUST AND SUSTAINABLE ECONOMY THAT REFLECTS DIVERSE EMPLOYMENT OPPORTUNITIES THAT SUPPORT THE VALUES OF GRASS VALLEY.***

Grass Valley plays a critical role in shaping the quality of life for its community members through the establishment of an authentic sense of place and fiscal stability. City leaders will continue to work with the business community and community leaders to institute a sustainable economic development strategy that supports small business development, the arts, and tourism.

**Ideas from the Community:**

1. Grass Valley needs more living-wage jobs.
2. We need to provide opportunities for emerging, non-traditional entrepreneurial small businesses in the City.
3. Provide local training in the various trades to foster upward mobility.
4. Improve highspeed internet and broadband service throughout the City.
5. Improve the downtown Safeway shopping center and entrance to downtown Grass Valley.
6. Encourage the farm to fork industry, collaborate with local farms.
7. Support small business through the City permitting process.
8. Expand marketing for tourism and the arts in Grass Valley, promoting the City as a destination to explore.

**OBJECTIVES/PROJECTS:****SHORT TERM PROJECTS (0-3 YEARS):**

1. Implement a plan to establish highspeed, broadband internet service to the residences and businesses in the City of Grass Valley and surrounding area.
  - *The City is working with Race Communications to bring high speed internet to the City. Staff is currently working with Race on installing fiberoptic cable in the Whispering Pines business park and Loma Rica Ranch.*
2. Address Downtown parking issues identified in the Adopted Parking Plan, including funding, convenient access, and integrated transit and alternate transportation solutions.
  - *Purchased 309 Mill Street property to create additional parking downtown – Project is under Planning review.*
  - *Working with Caltrans to relinquish portions of Tinloy Street, Colfax Avenue, and Hansen Way, along which the City will create more parking spaces.*
  - *Constructed 15 permit only paved parking spaces at 161 S. Auburn Street.*
  - *Constructed 25 permit only parking spaces at 341 East Main Street.*
  - *Turned Neal Street/S. Auburn Street Parking Lot into pay for parking lot (33 spaces).*

- *Restripe the S Church St parking lot to gain an additional 11 spaces*
3. Enforce the No-Smoking ordinance downtown, work with merchants and community members to promote No-Smoking campaign.
    - *Downtown officer (John Herrera) works with downtown businesses to ensure enforcement of the City's No-Smoking Ordinance.*
  4. Collaborate with the Downtown Association to create unique shopping experiences downtown to help influence patrons to linger and shop longer. Develop strategies to inspire citizens and visitors to shop downtown as opposed to online (e.g. create same day delivery service for downtown stores).
    - *The outdoor dining areas (tables and umbrellas, etc.) installed on Mill Street during COVID-19 proved to be a successful strategy to bring people downtown. As a result of the Mill Street Closure success, City Council approved the Mill Street Project (Downtown Streetscape Improvements Project) to include new decorative street surface, semi-permanent outdoor dining areas, stone planters, and new landscaping. promises to enhance the experience of shopping and dining downtown.*
  5. Take steps, via annexation and/or rezoning, to create a business environment with more opportunities for industrial businesses to thrive.
    - *On July 19, 2019, City Council directed staff to initiate an application to amend to the Southern Sphere of Influence Planning and Annexation Project area which was approved in 2014 and 2016. Specific amendments would include an expansion of the City Sphere of Influence, expansion of the previous annexation area boundaries, and modifications to the General Plan Land Use and Zoning maps. This action would allow Hansen Brothers Enterprises (HBE) to execute their expansion plans. Additionally, the owners of Berriman Ranch, located on the west side of Highway 49 have requested the City consider a different land use mix that eliminates the 26+/- acres of commercial land to allow additional residential land.*
    - *On December 14, 2021, Council approved the Southern Spere of Influence (SSOI) project and annexation. LAFCo approved the annexation in February 2022.*
    - *The RV Park and Annexation Project was approved by Planning Commission and City Council at the end of 2021. Once the project is approved by LAFCo, it will result in the annexation of the RV park and existing developed commercial properties next to the fairgrounds. Annexation will bring sewer to this area, which will allow for much needed business expansion currently hindered because of septic limitations.*
  6. Integrate the roles of Grass Valley Elected Leaders and City Staff in the economic development efforts for the City so everyone understands and articulates the same maxim regarding the City's economic wellbeing.
    - *The City developed a 5-year model of our revenues and expenses to assist elected officials with understanding the City's economic base.*

**MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Work with Sierra College, Nevada Union High School, and other organizations to develop specific curriculum to train the locally demanded workforce to help foster Grass Valley's economic growth.
2. Support workforce development and community amenities initiatives that meet the needs of employers within the Grass Valley community.
3. Develop a Marketing Brand for the City that can be used for all promotional materials, and produce a long-term, fundable marketing strategy.
  - *City Council approved the new City logo as well as the Measure E logo to help identify Measure E funded projects.*
  - *The City has adopted a Style Guide and corresponding Color Palette in conjunction with the new website design.*
  - *City staff is currently working on a Branding Guidelines document to ensure consistency with use of City logo, colors, etc.*
  - *City partnered with local marketing company, Banner Mountain Media, to boost City's social media presence. Banner Mountain is creating video content of Grass Valley to help lure community members and visitors to downtown Grass Valley.*
4. Provide opportunities for emerging/non-traditional retail and technology startup businesses. Seek funding sources for small business startups and provide specialized *small business* assistance via convenient and user-friendly permitting and approval processes at the City.
  - *City staff has created a Resource Guide to assist new businesses in the process of starting up their commercial locations within the City.*
  - *Staff worked closely with BrewBuilt (homebrewing equipment producer and retailer) to help them find the right commercial location in the City for their operations (110 Springhill Drive).*
5. Collaborate with City business partners such as Center for the Arts, the Downtown Association, Chamber of Commerce, and Nevada County Fair to develop a comprehensive marketing strategy to promote and market the Arts, Tourism, Ecotourism, farm-to-fork opportunities, Fair events, and entrepreneurial business. This effort will promote economic revenue enhancement for the City, as well as, small businesses, the trades, the arts community, Nevada County Fair, hotel, motels, restaurants and the like.
  - *City joined the Grass Valley community calendar via Trumba wherein the City's calendar will be updated with upcoming community events. This calendar is published on the City's website.*
  - *The City has partnered with the Grass Valley Chamber of Commerce to take over downtown event planning from GVDA. The goal of this change is to help improve and expand events downtown.*

6. Reevaluate the effectiveness of the City's current economic development priorities and taxpayer supported efforts to attract new businesses into the community. Consider consolidating efforts to get more noticeable results; possibly develop an in-house program to demand more accountability and oversight.
7. Create strategies to counter the online shopping phenomenon; a combination of attractions for locals and tourists (e.g. *support your local business* campaigns and *weekday specials for locals*). Survey the local economy to discover where and when sales are stemming from: Local or Visitor and Weekday or Weekend sales, so the market can cater to each specifically.
  - *The Mill Street Project and associated Encroachment Permit process is intended to help make downtown Grass Valley more inviting for local and visiting patrons alike. Additionally, the City's recent partnership with the GV Chamber is intended to improve the promotion of our traditional events as well as create and implement new events. The goal is to have more going on downtown all year round.*
    - *e.g. City has partnered with Cousin's Maine Lobster to have food truck on Mill Street their first event was a huge success, and the second event will be on 2/22/22.*
8. Develop a strategy to maintain funding and capital reserve concerns with various Lighting and Landscaping districts.
9. Explore coordination with contracted grant writer(s) to explore and apply for grants.
  - *The city hired an independent contractor to assist with the Prop 68 park grant applications. City Staff has worked together on multiple grant applications throughout 2018-19.*
10. Improve the City's effectiveness through collaboration with economic-health oriented regional partners.
11. Evaluate the economic, social, and community impacts of a Cannabis dispensary.
  - *On November 24, 2020, City Council amended the Grass Valley Municipal Code and Development Code to allow certain cannabis businesses in City limits. The Cannabis business types include no more than two (2) permits for dispensaries open to the public for retail sales (with delivery), , no more than three (3) permits for delivery-only services, no more than two (2) local cannabis testing laboratories, no more than two (2) local cannabis nurseries, and no more than five (5) local cannabis distribution businesses. The first two permit types are population based, so only one of each permit will be allowed initially.*
  - *In November 2021, the Commercial Cannabis Committee awarded the following Commercial Cannabis business types:*
    - *Storefront Retail Dispensary (Only one allowed in the City, 7 Screening Applications submitted)– **Grass Valley Provisions** was the top-ranked applicant*
    - *Delivery Only Dispensary (Only one allowed in the City, 2 submitted Screening Applications submitted) – **KannaXpress** was the top-ranked applicant*
    - *Distribution (Five allowed in the City, 2 Screening Applications submitted) - **Grass Valley Brand & Sierra Flower Co.** both met the Code requirements and may apply for a permit*

- *Nursery (Two allowed in the City, 2 Screening Applications submitted)- Grass Valley Brand & Xotic Nursery, Inc. both met the Code requirements and may apply for a permit*

12. Complete an Energy Action Plan that addresses energy efficiencies to meet State mandates.

- *The City approved an Energy Action Plan (EAP) prepared by Sierra Business Council. This plan provides an analysis of the energy use within the City limits by the community and City operated facilities as well as a roadmap for accelerating energy efficiency, water efficiency, and renewable energy efforts already underway in Grass Valley.*
- *Received a Beacon Spotlight Award (Gold Level) for 17% Community Greenhouse Gas Reduction*
- *Received a Beacon Spotlight Award (Platinum Level) for 34% Agency Greenhouse Gas Reduction*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Encourage the development of experiences (i.e. boutique hotel and spa), as well as, ecotourism, agritourism, and shopping locally.
2. Work with the South Auburn Street Safeway shopping center owner(s) to renovate their building and parking lot to allow for a more decorative entrance into Downtown Grass Valley.
  - *Brockington (Safeway) Center Frontage Improvement Project was completed in Summer 2021 – the project included installation of water utilities to supply irrigation to new planter areas along the Safeway Center frontage. Project also included electrical conduit installation in the same trench as water utilities and planting of trees and vegetation in the newly constructed rock planters.*
3. Create outdoor venues to attract traveling events such as swimming, soccer, lacrosse and softball tournaments, as well as, outdoor concerts and performing arts (i.e. incorporate the Julia Morgan “North Star” house).
4. Evaluate the potential annexation of properties for economic development purposes. Consider annexing and providing sewer service to the airport area to allow for business and employment expansion.
5. Look into developing a high-tech, business center that can support the centralized big city high-tech centers of the country, offering an alternative to big city urban living. This area could also be used by various freelancers.
6. Organize the development of Priority Development Areas through public/private partnerships, grant funding, and public engagement.



- *Regularly partner with Bear Yuba Land Trust, Wolf Creek Community Alliance to complete restoration area cleanup and maintenance, trail improvements, watershed oversight and improvement project planning.*
5. Provide regular updates via social media that inform the public about upcoming City Council and Planning Commission meetings, seasonal events and fairs, special projects, and more.
- *In 2019 the City established a Facebook Page and Instagram account, each of which has recruited over 1,000 followers. The City publishes and shares information about upcoming events and projects occurring in the City via these social media outlets.*
  - *In March 2020 the City launched a new website designed to streamline information and City processes to better assist the public.*
  - *Banner Mountain Media took over management of the City's social media sites (FB and Instagram) - they post informational and marketing updates to the City's sites weekly.*
6. Work toward improving the City's communication and collaboration with Nevada County and other public agencies.
- *Wrapping up EPA Brownfield Coalition Grant that included Nevada City and Nevada County.*
  - *Developed MOU with Nevada County to create housing plans that could be used by the public for expedited approval of housing.*
  - *Continued collaboration with County regarding backup support of building inspection services.*
7. Continue to invest in technology to assist staff and promote overall operational efficiency, develop a tech-replacement account as part of the City Budget.
- *The City Budget now includes increased funding for Information Technology elements, and it is a goal for FY 2020-21 to include a "Base Funding Source" for Information Technology each year.*
8. Move forward with the implementation of a Document/Records Management System and Scanning Program to help make information more accessible to public via the internet.
- *In October 2018, the City entered into a five-year Professional Services Agreement with PinPoint (LSSP Corporation), Document Management System. EPA grant funds were used to purchase the software.*
  - *Staff has started scanning building property files (permits, etc.) into the City's building permit program, Accela. The result of this project will be the availability of permit files via Accela's online portal which is accessible via the City's website.*
  - *Engineering encroachment permit processing now almost entirely digital. Invoice processing primarily electronic. Project documentation and filing almost entirely digital.*
  - *Discuss putting the development code on Municode to keep updated and better access.*
9. Maintain a strong fiscal reserve – continuously maintain a balanced City budget.

- *The City Budget includes prudent levels of reserves for Economic Contingency, CalPERS Pension Stabilization, OPEB Stabilization and Capital / Deferred Maintenance. This is in addition to a prudent level of fund balance / unobligated reserves.*

10. Continue utilizing the 7-year plan forecasting and comply with City budget administration policy.
- *The 7-Year Forecast is updated at least twice annually and used as part of the annual budget and mid-year budget updated process.*
11. Continue full implementation of budget policies included in each annual budget.

**MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Implement innovative and cutting-edge practices to help improve the performance and exceptional service of the entire City workforce.
- *City Hall staff conducted pilot program to allow new parents to bring their infants to work to help save on the cost of childcare.*
  - *COVID restrictions and safety requirements required implementation of remote (work-from-home) options for office staff. Due to the success of office employees working from home, City continues to allow remote working and additional flexibility for employees.*
  - *City Hall switched to a 4-10's schedule to provide earlier office hours for contractors and to help accommodate flexible work schedules.*
  - *The building department transitioned to completely online permitting process, including plan submittals and permit issuance. This change was initiated due to COVID, but it was something the City was planning to implement in the coming years and it has proven successful and helps improve overall performance.*
2. Improve and upgrade the City's website and social media network; create procedures to ensure all sites are continuously monitored, updated, and accurate. Partner with the Chamber of Commerce, School Districts, the Community College District and other community organizations to participate in a Community Calendar that lists events and activities; publish to the City's website and link to social media sites.
- *Via the partnership with Banner Mountain Media, the City's social media sites are regularly (weekly/biweekly) updated.*
  - *City is currently working with the Chamber of Commerce and GVDA to organize an all-inclusive community calendar that shares events happening downtown and throughout the City.*
3. Explore the possibility of repurposing City Hall and relocating to the downtown area, thus preserving a historic building while expanding the economic vitality of downtown.
- *Staff has explored couple of options, but to date the best location for City Hall remains at the current position. A remodel will be needed to continue to provide the level of service needed for our community.*
4. Generate a Citywide vehicle replacement account as part of the City's budget.



- *The City implemented a vehicle leasing program whereby ongoing “base funding” is provided to cover ongoing leases. The Measure E Fund includes ongoing funding for public safety vehicle/apparatus replacement as part of the 7-Year Forecast.*
5. Stabilize the City’s CalPERS retirement obligations by setting aside sufficient funds over time to cover the City’s unfunded liability; making it a high priority during the annual budget process.
- *The City is currently in the process of securing bond financing to pay off the majority of the CalPERS Unfunded Liability and will begin using the PARS Pension Stabilization Trust Fund (Section 115 Trust) to mitigate future expose to volatile pension costs.*
  - *City was able to secure bond financing and pay down the majority of the CalPERS Unfunded Liability. Additionally, the City has created a reserve fund to assist with any future CalPERS issues.*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Replace the City of Grass Valley animal shelter with a larger, more robust facility to better serve and protect the animals and the public.
2. Research alternative solutions for utility billing to ameliorate community members’ customer service experience.
  - *In mid-November 2019, the City’s current utility billing service provider, Fathom Water, notified the City they would be discontinuing business operations. Staff determined MuniBilling to be the best short-term solution. While MuniBilling provides the billing software program, the City has reassumed all customer service activities associated with utility billing and account management.*
  - *Staff is looking at other options to improve our utility billing operations, including evaluating Tyler Enterprise System - Utility Billing module and placing the sewer bills on the Nevada County Tax Roll, etc.*
3. Take a stronger leadership role in the community; continue to facilitate Community-Council-Staff Strategic Planning Sessions.



**GOAL #6: PUBLIC SAFETY**

***THE CITY OF GRASS VALLEY IS DEVOTED TO PROVIDING A SAFE PLACE TO LIVE, WORK AND PLAY.***

Grass Valley is home to resilient and dynamic police and fire departments. The police are dedicated to ensuring the City's streets, parks, businesses, and neighborhoods are safe; while the fire department is committed to enhancing their medical response capacity and protecting Grass Valley from the ever-growing dangers associated with wildfires. Both public safety departments are eager to improve their processes and response times through the use of modern technology.

**Ideas from the Community:**

1. Address homelessness & be more transparent about progress and deficiencies related to this effort.
2. Confront the growing drug issues plaguing the youth in Grass Valley.
3. Provide for a safe walking and driving environment throughout the community.

**OBJECTIVES/PROJECTS:****SHORT TERM PROJECTS (0-3 YEARS):**

1. Enhance the City's technological capabilities to provide for increased public safety via the utilization of cameras, drones, and modernized patrol car technology.
  - *We have added card-lock access control across City Facilities including City Hall, the Police Department, both fire stations, the Wastewater Treatment Plant, and Water Treatment Plant.*
  - *We have added high-definition video equipment at City Facilities including City Hall, the Police Department, both fire stations, the Wastewater Treatment Plant, and Water Treatment Plant, as well as, at sewer lift stations and parks (Memorial / Minnie (on FS1))*
  - *Funding for these projects were from several funds including, general fund, enterprise funds, asset forfeiture funds, and developer impact fees.*
  - *Through the City's vehicle replacement program, the police department vehicles are in the best condition they have ever been (barring the supply chain issues of 2020/2021) – including in-car technology*
  - *We have deployed a number of community cameras through partnership with local property owners/businesses and utilize them to detect and deter crime.*
2. Improve investigative capability using modern technology and new/updated software packages.

- *The Police Department has invested in several technologies, some of which were pretext call software for wireless platforms, a throw camera, exploration of ALPR platforms at reasonable costs (still researching), and deployment of high-definition cameras across facilities and public spaces as mentioned above.*
  - *Deployment of ALPR technology at the beginning of 2022 has already provided tangible crime deterrence and detection.*
  - *Our investigations unit has enhanced mobile device forensic software, staying up to date with how and where criminals store information, making our department a leader in regional digital crime fighting.*
  - *There is a NEED for updated police records keeping software.*
3. Review development projects with crime prevention in mind.
- *The Police Department worked with CDD to develop conditions of approval related to crime prevention through environmental design and via the conditioning of space for City accessed video surveillance systems as part of the Dorsey Marketplace design and intersection construction.*
  - *The Police Department is working collaboratively with the Engineering Department to create new design standards for signalized intersections that may develop in the future to include video and potentially ALPR technologies with dedicated physical space for those infrastructure needs.*
4. Emphasize community policing strategies and crime prevention through regular interactions with residents, visitors, youth, and business owners.
- *Several active shooter/critical incident preparedness presentations as well as mock drills at several high-risk locations have been completed (i.e. NID, Mental Health, Brighton Greens) and will continue. In the case of mutual responsibility facilities, like Health and Human Services at Brighton Greens, joint drills between the NCSO, CHP and GVPD were conducted, with GVPD taking the lead role.*
  - *Numerous K9 presentations with groups such as Rotary, Elks, Vet's and nursery/grade/ and middle schools. National Night Out, Coffee with a Cop, Hero's Night etc.*
5. Commence regular statistics-driven public education messages via social media and City website to spread awareness and recruit community involvement in Grass Valley public safety efforts.
- *Fire Department implemented community-wide outreach regarding vegetation management requirements in preparation of fire season. Notices are sent to all property owners.*
6. The Grass Valley Police Department will coordinate with local schools and afterschool programs to execute a drug awareness and prevention program.
- *The assigned School Resource Officer at Silver Springs High School conducts drug awareness and prevention on the campus. GVPD has and plans to continue to host the GREAT Summer Youth Academy, in partnership with NEO (Bright Futures for Youth as of 2021), to provide prevention-based summer youth camps for kids, while building positive youth-police relationships.*
  - *This past summer the Police Department partnered with Bright Futures for Youth at their summer youth camps to teach kids about investigations and police work as well as positive role modeling and drug prevention.*

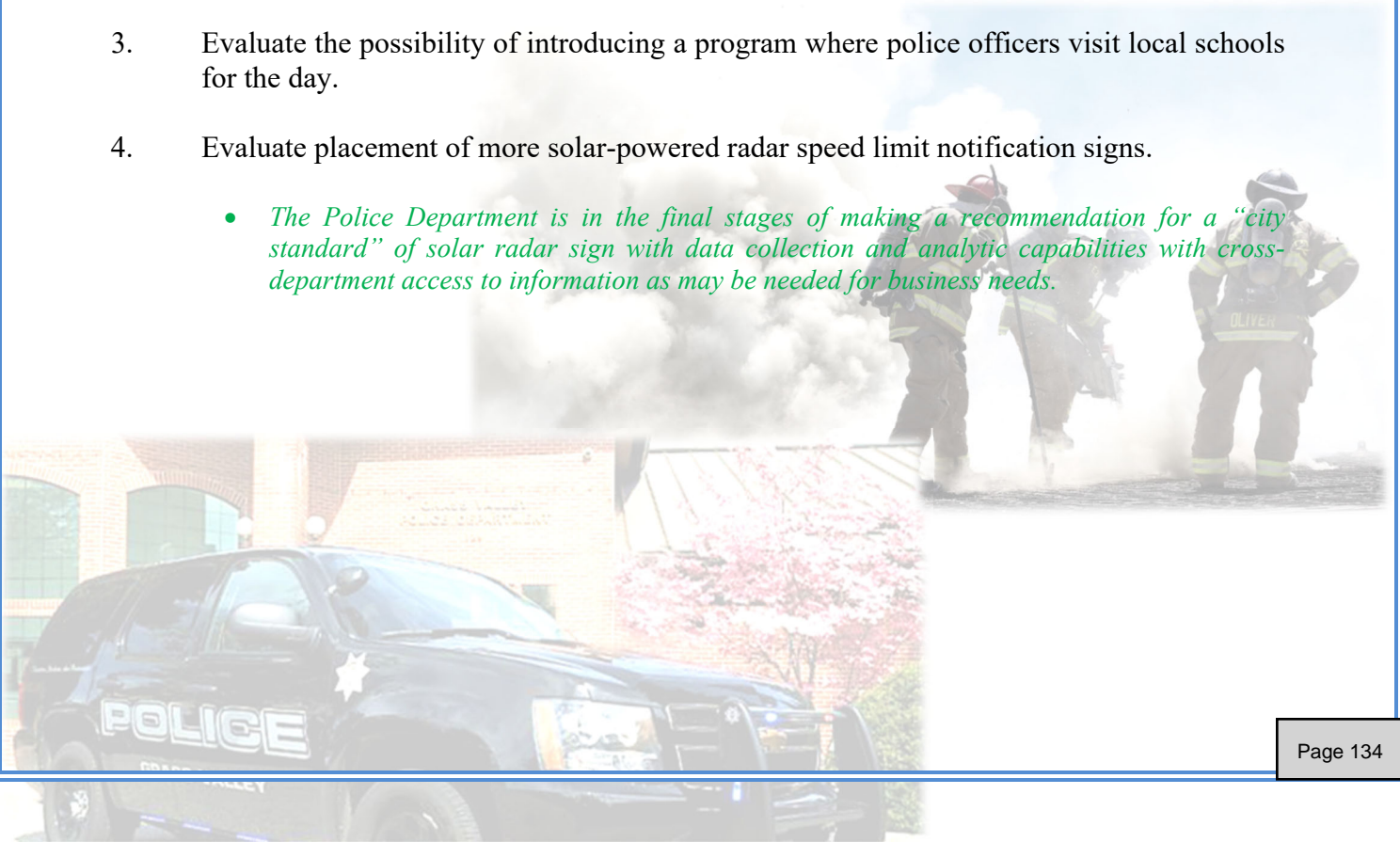
7. Take a more proactive approach to homelessness and drug use within the City to ensure our neighborhoods, parks, downtown, and other public areas are safe for our residents, businesses, and visitors.
- *Creation of specialty team within our Strategic Response Unit (previously Investigations Unit) that is dedicated to homeless and quality of life related issues in the City. We have partnered with the County Home Team to provide congruent services in our interaction with the homeless population. We are a partner agency recipient of a Peace Officer Standards and Training Innovation Grant for the training of police officers related to locally based curriculum related to Community Partnerships and Homeless engagement training. Hospitality House is the lead grant recipient with GVPD instructors of the curriculum that is in development.*
  - *Officer John Herrera is dedicated to ensuring downtown is safe and drug-free.*
8. Expand police presence in public places and during events; look into hiring a sworn Park Ranger.
- *With staffing at 28 of 29 FTE we are finally able to fill a Parks/Downtown position with a sworn officer. Absent any staffing issues, we intend to fill this position during the Spring – made possible by Measure E personnel.*
  - *Kano, and newly acquired PD canine Romeo, frequently attend events such as Safe Trick or Treat and 4<sup>th</sup> of July.*
9. Review the City’s dispatch capabilities, as well as, the contract with Nevada County to see what the best solution is for the City. Address radio dead spots within the City and surrounding areas. Update cooperative and mutual aid agreements.
- *We are nearly complete with a \$1.4M radio infrastructure project, anticipated to be live before the end of FY21/22.*
10. Provide easier access to current fire information, emergency evacuation processes, and preparatory education related to property and vegetation management.
- *Fire information link on City Web Site, Grass Valley Fire social media sites (Facebook, Instagram, Twitter).*
  - *Developed and mailed to City residents the Ready Nevada County Wildfire Handbook.*
  - *Conducted Community Fire Forum at Love Building in May 2019.*
  - *Published **Know Your Zone** link on the City’s website (on homepage), which helps community members identify which evacuation zone they reside in.*
11. Expand outreach for National Night Out events.
- *Under GVPD leadership, we have collaborated with all local LE agencies to create a jurisdictional-roving NNO event every August, bringing together the community with their police and public safety departments in a fun and engaging environment.*

12. Collaborate with Nevada County and the State to address homelessness.
- *See item 6 above.*
13. Evaluate fire cooperation with the City of Nevada City.
- *Developed and implemented Shared Administrative Service agreement with Nevada City Fire.*
  - *Integration of staff and programs has provided operational efficiencies through staffing, equipment standardization, training, and professional development opportunities.*
  - *Amended Nevada City Municipal Code for Vegetation Management to reflect the Grass Valley Vegetation Management Municipal Code.*
  - *Continued evaluation of Shared Service Agreement to develop additional strengths and promote resilience within each Cities' Fire Department.*
  - *Effective November 1, 2021, GVFD assumed responsibility for fully staffing Fire Station 1 as we do for the other stations in the City, all of which provide emergency response services to the County and Nevada City jurisdictions. These changes were implemented to ensure GVFD is prepared to provide for the quickly increasing current and future emergency service demands of the City and surrounding Nevada County areas we respond to on a regular basis.*
  - *Since November 1st, 2021, Grass Valley fire stations each have their own Battalion Chief to oversee the daily operations and overall procedures of each shift. This allows the City to continue to ensure our primary mission to the public to secure a safe future for our community.*
14. Continue a proactive and progressive Code Enforcement program, including an aggressive approach to weed abatement as it relates to fire hazards.
- *The City has instituted a progress and aggressive vegetation management program to mitigate exposure to wildland fire. Proactively the City has mailed informational notices to property owners regarding the responsibility of vegetation management on parcels in the City. The City has proactively mitigated City properties to comply with the vegetation management program, and funds mitigation of properties that are non-responsive.*
  - *Cal Fire is completing the Ponderosa Fuel break to protect the Western side of Grass Valley from wildland fire. Parcels in the City comply with City vegetation management program.*
  - *Fire Department amended the Vegetation Management and Yard Debris Removal ordinance (8.16.200) to require compliance by May 1st instead of June 1st.*
15. Conduct annual disaster response trainings (i.e. tabletop exercises for Emergency Operations Plan).
- *GVPD is currently working with GVFD and will be conducting tabletop exercises for active shooter response and disaster response in March 2020. A tactical medicine course is being presented in March 2020 to the GVFD by GVPD Reserve Chris Quinn. We are also working with the NCSO to put on a multi-agency active shooter training which will include tactical medic response, hospital and ambulance involvement as well as LE and Fire response and tabletop exercise. Many of the incident command and resource deployment models are replicable for other disaster response.*

16. Update Emergency Operations Plan to ensure preparedness for a large scale natural or manmade disaster. Develop a major fire evacuation plan, staging areas, and lines of defense around Grass Valley and conduct drills to commit plan to memory.
- We are working collaboratively with the County OES to review and update their Evacuation Annex. Final comments are due back this month.*
17. Pursue safety for all (inclusionary).
- The City and Cal Fire have entered a Mutual Threat Zone (MTZ) agreement providing additional resources to wildland fires including aircraft within the City of Grass Valley.*
  - Measure E has been instrumental in advancing the capabilities of the fire department by way of 1) Staffing (paramedics, red flag warnings, 2) New Fire Engines, 3) State of the Art equipment, and 4) Training.*
  - The fire department continually seeks improvements to service levels internally and with our partner agencies to provide operational resilience, readiness and excellent service.*

### **MEDIUM TERM PROJECTS (2-5 YEARS):**

- Evaluate the prospect of acquiring the property behind the alley of the police department for additional parking, storage, and officer safety.
- Update City Fire Stations to meet current safety standards.
  - Purchased a generator for Fire Station 2 to ensure station maintains power throughout PSPS events.*
  - Improved connectivity and upgraded computer and networking equipment at each station, which helps ensure fire stations are operating at optimal level.*
- Evaluate the possibility of introducing a program where police officers visit local schools for the day.
- Evaluate placement of more solar-powered radar speed limit notification signs.
  - The Police Department is in the final stages of making a recommendation for a “city standard” of solar radar sign with data collection and analytic capabilities with cross-department access to information as may be needed for business needs.*





5. Maintain pace with the latest technologies and safety standards to ensure our water is clean and safe to drink, and our wastewater is disposed of in the most effective and sanitary means.
  - *Monitoring and control system (SCADA) completely modernized at the Wastewater treatment plant via a \$4 million improvement project, resulting in highly advanced operations utilizing latest technologies.*
  
6. Continue to replace and upgrade aging wastewater and water system pipes.
  - *Complete water line replacement on Valley View Drive.*
  - *Memorial Park Project - installed new water main line through the park to better serve park and create enhanced looping of distribution system.*

### **MEDIUM TERM PROJECTS (2-5 YEARS):**

1. Continually evaluate the water and wastewater fiscal reserves and their capital depreciation as it relates to the rate structure, to ensure fiscal prudence on behalf of the rate payers.
  - *Water and wastewater rate study initiated with consultant NBS to evaluate and update rate structure.*
  
2. Look for opportunities to underground utilities (electrical, phone, cable facilities).
  - *Initiated discussions with Nevada County and PG&E to pool Rule 20A undergrounding funds to identify and deliver an electrical system undergrounding project within City limits.*

### **LONG TERM PROJECTS (5-10 YEARS):**

1. Develop a useful GPS mapping system of the various underground tunnels and mine shafts in the City and surrounding area to identify potential hazards and protect against public safety hazards and mine shaft/tunnel failure.
  
2. Research the feasibility and produce a cost analysis for the City to work with local businesses to extend sewer lines to the Grass Valley airport business park to help influence economic development and business expansion in that area.

