



GRASS VALLEY

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

Tuesday, November 22, 2022 at 7:00 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

Web Site: 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 Ben Aguilar, Vice Mayor Jan Arbuckle, Councilmember Bob Branstrom,
Councilmember Hilary Hodge, 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 7:00 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, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/channel/UCdAaL-uwdN8iTz8bI7SCuPQ>.

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 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. 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, subject to City staff's ability to post the documents before the meeting.

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. Award Ceremony
2. Proclamation for the 31st annual Nevada County Toy Run

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. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. 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).*

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.*

3. Approval of the Regular Meeting Minutes of November 8, 2022

Recommendation: Council approve minutes as submitted.

4. Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-84 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

5. Local Emergency Proclamation (COVID-19)

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

6. Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

7. Facility Dog Program

Recommendation: That Council 1) approve the Memorandum of Understanding (MOU) between 4 Paws 2 Freedom and the City of Grass Valley, subject to legal review; 2) authorize Mayor to sign the MOU; 3) authorize the City Attorney to prepare an agreement between the City and the handler regarding the terms for splitting of dog expenses and responsibilities; 4) authorize Mayor to sign the agreement; and 5) authorize the Administrative Services Director to make any budget Adjustments and/or transfers associated with the Facility Dog Program.

8. Certification of eligibility list for lateral and entry level Firefighter and Firefighter Paramedic.

Recommendation: That Council 1) certify the newly developed eligibility list for Firefighter and Firefighter Paramedic.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

9. Update to Council related to Police Department use of Automated License Plate Reader (ALPR) technology

Recommendation: Informational

10. Approval of a Professional Services Agreement (PSA) to complete consultant services for the Environmental Protection Agency's (EPA) 2022 Community Wide Brownfield Assessment Grant.

Recommendation: That Council: 1) Approves the attached PSA Agreement with Geocon Consultants to complete consultant services for the 2022 EPA Brownfield Assessment Grant; 2) Authorize the Mayor to sign the agreement subject to legal review; and 3) Approve and authorize the Administrative Services Director to make any necessary budget amendments and/or transfers to complete this transaction or associated with the Grant.

11. Short-Term Rental Restrictions

Recommendation: That Council delay the decision to enact a cap or new restriction on the number of short-term rentals within the City

12. Close City Hall to the Public the week of 12/26-12/30

Recommendation: That Council approve the motion to close the City Hall office to the public during the week between Christmas and New Years (12/26-12/30) to allow for flexible staff schedules during this period.

13. Downtown Streetscape Improvements Project - Contract Amendment

Recommendation: That Council 1) receive a brief update on the project, 2) authorize a contract amendment in the amount of \$122,450.00 for costs associated with custom planter construction and for adding a second work shift to expedite construction time,

and 3) authorize the Administrative Services Director to execute the necessary budget transfer to fund the contract amendment

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, November 22, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, November 18, 2022.

Taylor Day, Deputy City Clerk



PROCLAMATION

HONORING THE NEVADA COUNTY 31ST ANNUAL FOOD AND TOY RUN

Whereas, the Nevada County Food and Toy Run this year celebrates its 31st anniversary of bringing motorcyclists to the Gold Country on Saturday December 10th, 2022

Whereas, since its inception in 1991, the Nevada County food and Toy Run has gained the reputation as the safest Toy Run in Northern California, and one that has never changed its date or been canceled; and

Whereas, over the last 31 years, the Nevada County Food and Toy Run has gained the trust and support of the cities of Grass Valley and Nevada City the Nevada County Board of Supervisors and all branches of local law enforcement; and

Whereas, The Nevada County food and Toy Run is both the Head Start single biggest event of making sure their families have a Christmas with food and toys, as well as many local community families, for all; and

Whereas, the Nevada County Food and Toy Run was the first Toy Run to have the families there, so the motorcyclists could watch their toys being picked up by the kids which has become the highlight for most of the riders; and

Whereas, the Thirty-first annual Nevada County Food & Toy Run will be held December 10, 2022. 1,500 Nevada will be escorted from the Eric Rood Center, through Nevada City and Grass Valley, and end up at the Nevada County Fairgrounds to celebrate the event. The toy run is expecting six to seven hundred families to receive a holiday meal, gifts and extra food.

Whereas, the Nevada County Food and Toy Run Board of Directors thank the City of Grass Valley for helping to restore the traditional route of the Toy Run, and thank the partnerships with Interfaith Food Ministries, The Nevada County Food Bank and several local grocery stores and businesses, as well as the community for their donations and support,

Now, Therefore, by the Mayor and Council of the City of Grass Valley, that the individuals involved with the Toy Run to be recognized for their efforts in providing food and toys to needy families during the Holiday Season. Dated this 22nd day of November 2022

Dated this 22nd day of November 2022

Ben Aguilar, Mayor

Jan Arbuckle, Vice Mayor

Hilary Hodge, Council Member

Bob Branstrom, Council Member

Thomas Ivy, Council Member



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MINUTES

CALL TO ORDER

Meeting called to order at 7:02 pm.

PLEDGE OF ALLEGIANCE

Mayor Aguilar led the Pledge of Allegiance.

ROLL CALL

PRESENT

Council Member Bob Branstrom

Council Member Hilary Hodge

Vice Mayor Jan Arbuckle

Mayor Ben Aguilar

ABSENT

Council Member Tom Ivy

AGENDA APPROVAL -

Motion made to approve the agenda as submitted by Council Member Hodge, Seconded by Council Member Branstrom.

Voting Yea: Council Member Branstrom, Council Member Hodge, Vice Mayor Arbuckle, Mayor Aguilar

REPORT OUT OF CLOSED SESSION

No closed door meeting.

INTRODUCTIONS AND PRESENTATIONS

1. National Hospice Month Proclamation
2. Resolution recognizing the Nevada City Rancheria Nisenan Tribe

Pubic Comment: Shelly Covert

Motion made to approve Resolution 2022-81 by Council Member Hodge, Seconded by Council Member Branstrom.
 Voting Yea: Council Member Branstrom, Council Member Hodge, Vice Mayor Arbuckle, Mayor Aguilar

PUBLIC COMMENT -

In Person comments: Diana Gamzon, Camron Brady
 Virtual public comments attached.

CONSENT ITEMS -

Public Comment: Matthew Coulter

Motion made to approve consent as submitted by Council Member Branstrom, Seconded by Council Member Hodge.

Voting Yea: Council Member Branstrom, Council Member Hodge, Vice Mayor Arbuckle, Mayor Aguilar

3. Approval of the Regular Meeting Minutes of October 25, 2022

Recommendation: Council approve minutes as submitted.

4. Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-83 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

5. Local Emergency Proclamation (COVID-19)

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

6. Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

7. Second Reading of Ordinance No. 820 Amending the Whispering Pines Specific Plan and Rezoning the property at 125 Crown Point Court to create a new Subarea - SP-1A.1 - Public Assembly Uses for InConcert Sierra.

Recommendation: Hold a Second Reading, by Title only, of Ordinance No. 820, which finalizes the Rezoning for the InConcert Sierra Project as adopted by the City Council on October 25, 2022.

8. Colfax Avenue Repaving Project - Authorization to Award Contract

Recommendation: That Council authorize the City Engineer to execute a construction contract with Hansen Bros. Enterprises for the repaving of Colfax Avenue and Central Avenue, for an amount not to exceed \$150,000.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

9. Regional Transportation Mitigation Fees - Fee Increase Correction

Recommendation: That Council: 1) hold a public hearing; and 2) adopt a Resolution approving a correction to the existing regional transportation mitigation fees.

Bjorn Jones, City Engineer, gave the presentation on this item.

Motion made to 1) hold a public hearing; and 2) adopt a Resolution approving a correction to the existing regional transportation mitigation fees by Council Member Branstrom, Seconded by Council Member Hodge.

Voting Yea: Council Member Branstrom, Council Member Hodge, Vice Mayor Arbuckle, Mayor Aguilar

ADMINISTRATIVE**BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Hodge is excited to welcome the newest future Councilmember Ansel Ivy, and thank you to Mayor Aguilar for letting her push him in the pool. Councilmember Branstrom attended the Memorial Pool opening, an electric vehicle event, a Pickle Ball event, the dog parade, the skate park event on Halloween, and Miners Foundry Sierra Stages event. Vice Mayor Arbuckle has been on Vacation and attended the Memorial Pool opening. Mayor Aguilar attended the Memorial Pool Opening, wanted to give a congratulations to the the Ivy family, remind people that the polls close at 8:00 pm tonight, and attended the Grass Valley Safe Trick or Treat and Halloween Skate Park Event.

ADJOURN

Meeting Adjourned at 7:38 pm.

Ben Aguilar, Mayor

Taylor Day, Deputy City Clerk

Adopted on: _____

Taylor Day

From: Alena Loomis
Sent: Monday, November 7, 2022 6:56 AM
To: Public Comments
Subject: FW: Form submission from: Contact us

From: Michael Driskill <info@cityofgrassvalley.com>
Sent: Friday, November 4, 2022 12:21 PM
To: COGV General Voicemail <COGVGeneralVM@cityofgrassvalley.com>
Subject: Form submission from: Contact us



11/04/2022 - 12:21pm

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user: [193.36.224.240]

Your name:
Michael Driskill



Your Phone Number:



Message:

As the city begins to grow east of Grass Valley with 235 more housing units alongside Loma Rica and Brunswick citizens are becoming most concerned about how the city and county will be dealing with the influx of hundred of more speeding vehicles coming down into town. After you read my pdf file you will gain a better sense of my concerns, and how my concerns in the city of Novato, CA produced results that slowed traffic appropriately, monitored and dealt with speeders, installed cross-walks for the safety of pedestrians, and increased an awareness that speed kills, and the governing bodies we elect are

responsible.

Please read and share the pdf. You can contact me, and it would be great if some of you would begin to put together a meeting or committee that will address the issues I have expressed.

Today I will be going out once again to do more observations and take a few notes.... The ball is in your court.... lawsuits for doing nothing can be very expensive, especially for those families who suffer loss of one kind or another.

Attachment(s) (if applicable):

[traffic speeding increasing on brunswick.pdf](#)

[View results](#)[Download results](#)

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You are receiving this e-mail because you signed up at our website: [City of Grass Valley](#). If you did not sign up, or you are receiving this message in error, please [contact us](#) so we can promptly resolve the problem.



From: Michael Driskill kdobermann@mac.com
Subject: Re: Traffic Speed ng Increas ng on Brunsw ch
Date: November 4, 2022 at 12:09 PM
To: Sheriff Sheriff@nevadacountyca.gov
Bcc: BOS.Pub cComment@nevadacountyca.gov

Thank you for your reply. I have sent out the same email to the BOS of Nevada county, as well as the city of GV. I will do my best to attempt such a gathering, and hopefully there will be some folks who I have written to that will be part of that process... If you don't mind, I would like to send your response to those I have already contacted. They may see enough interest to get the process moving forward...

Have a blessed day, and thank you again for your service to the community.. Michael Driskill

On Nov 4, 2022, at 10:50 AM, Sheriff [<Sheriff@nevadacountyca.gov>](mailto:Sheriff@nevadacountyca.gov) wrote:

Mr. Driskill,

Appreciate you reaching out. Most of the traffic enforcement you are concerned with is within the jurisdiction of the Grass Valley Police Department. Have you tried reaching out to schedule a meeting with Chief Gammelgard? The other traffic concerns that work their way in to and out of the County jurisdiction would be covered by CHP. That is because the Sheriff's Office and CHP have a current MOU that outlines what enforcement we will handle for them in exchange for them handling all traffic enforcement and accident investigation in the unincorporated areas of Nevada County. The local CHP office is located directly across the street from the Fairgrounds on McCourtney Road if you wanted to reach out to them and speak to their Watch Commander.

We do understand your concerns and frustration and agree to work with you to come to a resolution on this matter – but, we will need to include the agencies and representatives who will be responsible for the actual traffic enforcement (GVPD and CHP) as well as those with an interest in the community development (Grass Valley City Council and Board of Supervisors). Perhaps you could reach out to the Grass Valley Council and the Board of Supervisors to schedule a Town Hall meeting – we would be happy to attend to help support you and the community.

The Sheriff's assistant, Lisa Swarthout, has been included in this email so she is aware of the issue and can help coordinate the Sheriff's schedule if and when you are able to put a meeting together with all the above mentioned stakeholders. The Sheriff's Office recently attended a Town Hall meeting in the North San Juan area after residents reached out to the Sheriff and Board of Supervisors voicing their concerns over some community issues – the Town Hall meeting was organized by members of the Board of Supervisors.

Best of luck,

Nevada County Sheriff's Office

From: Michael Driskill <kdobermann@mac.com>
Sent: Friday, November 4, 2022 10:21 AM
To: Sheriff <Sheriff@nevadacountyca.gov>
Subject: Fwd: Traffic Speeding Increasing on Brunswick

CAUTION: This email is from an external sender. If you are not expecting this email or don't recognize the sender, consider deleting.

Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have more questions search for Cybersecurity Awareness on the County InfoNet.

To Whom It May Concern:

Just the other day I went for my almost daily walk from Safeway to the Sierra Savings located at the top of the rise of Brunswick coming into GV just before the Safeway shopping center. I observed nearly two accidents occurring because of the speed at which automobiles were traveling, way over the 40 mph posted.

This morning on Nextdoor.com concerned neighbors in our city and county were asking what and when the new development on Brunswick, just before and after Loma Rica, was going to be completed and how many units were going to be there.

Here is my answer. And it goes along with the concerns I expressed in the June email I sent this year, along with with concerned citizen comments filed in 2020 at the county city in Nevada City.

I really hope the city and county are not sued for millions of dollars because of their failure to slow speeds on this part of the road entering into GV to 30 mph, to accommodate all those trying to enter and exit that center. Do we have to wait for a death toll before the combined City and County supervisors and law enforcement actually do something about this impending disaster...

Here is today's post which I will also send to the Union and to the Sacramento Bee.... I hope something will be done sooner than later. I bet that in one week, from changing the speed limit signs coming and going in and out of this particular area, and monitoring the speed in person, it will pay in mental and emotional peace of mind by all the drivers who have to put up with this nonsense, and that financially it will also pay the salary of at least one, if not two, officers to work 20-30 hours a week.

"Work continues on the Loma Rica Ranch housing development that, when complete, will provide 235 homes.

The first phase will see construction of 60 duet homes

measuring from 1,000 to 1,500 square feet. It will also

ranging from 1,200 to 1,500 square feet. It will also include single, detached houses that vary from 1,500 to 2,400 square feet. The project is between Brunswick Road and Sutton Way in Grass Valley." <https://www.theunion.com/news/homes-on-the-horizon-october-rains-complicate-housing-project/>

What bothers me about this development is that traffic on Brunswick is going to be absolutely insane. I have spent several hours on Brunswick monitoring speeds coming into town from the Sierra Central Credit Union at the top of the hill one block before Chase bank with my personal hand held radar monitor (they can be purchased on Amazon for \$30 and up). The speed limit sign says 40- average speeds up to 50+ mph, including large trucks trying to catch the green light at Sutton. In 2020 I filed a comment with the Nevada County sheriffs department in Nevada City regarding those speeds. Not one CHP, Sherriff, or Grass Valley Police department officer has ever sat and monitored traffic in over 4 years... not one. I suggested in my filing that that the speed coming into GV at that point should be 30, and that until speeds are forcibly adjusted by a speeding ticket sting, nothing will happen except a severe auto accident occurs... then maybe someone just might pay attention..."

Begin forwarded message:

From: Michael Driskill <kdobermann@mac.com>
Subject: Traffic Speeding Increasing on Brunswick
Date: June 14, 2022 at 12:49:08 PM PDT
To: sheriff@co.nevada.ca.us

To Whom It Concerns:

I want to thank all the men and women in green, blue, and black for their efforts to control a population going crazy with Covid, and incompetent city, state, and national governments who have forgotten that Athens and Sparta are no longer in existence despite their trying to be "democratic" states.

I moved to GV 4 years ago. I instantly noticed traffic speed picking up after 2 years. One day I decided to take my radar device and sat on the corner of Old Tunnel Rd and Brunswick for two hours recording average speed >45 mph coming down the hill from Sierra Central Credit Union. You may ask why.

I lived in Novato, Calif. for 20 years. For the last two years I lived on a street that was a "short cut" to the residential neighborhoods off Grant Ave and Novato Blvd. The traffic in those areas was getting heavier and faster. How about motorcycles racing down Center Blvd. at 11 pm at night at 80 miles per hour.

I decided to buy a radar device and used in at certain localities to record my observations where I thought speeds needed to be lowered, and traffic lights for pedestrians installed.

I then contacted the city "traffic" engineer about my findings and gave her my written report. We met one day two weeks before I left Novato. Eight areas where I felt needed improvement were in progress and three were completed. I am hoping that before things get out of hand the city and county will want to actually do something about the imminent dangers becoming more apparent every day in this area of GV.

So, I filed notice at the Nevada county office in 2020- never heard back from anyone- no phone calls, no messages, nada, zilch ... Nothing happened - no change in speed limit signs to at least 35 if not 30, and only 1 sheriff vehicle in front of Sierra Central briefly and not monitoring speeds, in 4 years. There is no reason for anyone to be allowed to race to the stop light, and no reason for anyone to have to be in fear of their life, whether crossing that huge intersection while driving or walking ...

I have had many near misses trying to make turns into Safeway parking, Chase , and left turn onto OTR; also, left turns off Old Tunnel to travel east on Brunswick a certain death trap... I was told this was county jurisdiction and city couldn't do anything... what?

If the city and county don't collaborate and slow the traffic down soon, someone will need to bring pine boxes to fill.... please do something about slowing the speed down... hundreds of people are coming into a city and intersection that is very highly populated with the elderly, the homeless, etc., and the town is growing larger with imports from Bay Area people who aren't used to going slow and who

target with imports from Bay Area people who aren't used to going slow and who are often times rude.

How about putting up a speed sign of 30 mph and stating that is it radar enforced? I don't want to be the next dead accident victim because someone in the county didn't think it was important enough...

Thank you for making this a priority... Michael Driskill, RN, BSN, PHN, (45 years in the medical field and have nursed many body parts because of drivers speeding), VN Vet, etc. mostly retired... 415-599-9385



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

Title: Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-84 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Consent

Background Information: On March 4, 2020, the Governor of California proclaimed a state of emergency pursuant to government code section 8625. Assembly Bill 361 went into effect October 1st, 2021, it allows legislative bodies to hold public meetings by teleconference without reference to otherwise applicable requirements in the Government Code section 54953(b)(3). The option for teleconferencing is allowed so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met: 1) State or local officials have imposed or recommended measures to promote social distancing. 2) The legislative body (City Council) is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees. 3) The legislative body (City Council) has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees. This action will allow City Council and all other legislative bodies to continue with virtual meetings as has been done throughout the COVID-19 pandemic. Live streamed meetings will continue to be available via the City's website, as will the option to leave public comments in real time via voicemail or email.

Council Goals/Objectives: Approval of AB 361 Resolution executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: R2022-84

RESOLUTION NO. 2022-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL
 AND OTHER LEGISLATIVE BODIES OF THE CITY PURSUANT TO GOVERNMENT
 CODE SECTION 54953(e)

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the City Council previously adopted Resolution No. 59 on October 26, 2021 finding that the requisite conditions exist for the City Council and other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City Council desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e), and to authorize other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to do the same.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The City Council hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the City Council and other legislative bodies of the City to meet safely in person.

Section 3. Meeting Requirements. All meetings held pursuant to Government Code section 54953(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. Regular Findings. Pursuant to Government Code section 54953(e)(3), if the Town Council desires to continue holding its public meetings by teleconference consistently with Government Code section 54953(e), it shall make findings not later than 30 days after the meeting at which this Resolution was adopted, and every 30 days thereafter, as required by that section.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 22nd day of November, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, Deputy City Clerk

Michael Colantuono, City Attorney



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

Title: Local Emergency Proclamation (COVID-19)

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Consent

Background Information: On March 5, 2020 the City Manager, acting as the Director of Emergency Services for the City of Grass Valley and the Disaster Council (Vice Mayor Aguilar and Councilmember Arbuckle), declared a local State of Emergency to ensure emergency personnel can obtain equipment and resources in the most timely and effective manner. In accordance with the Emergency Services Act Section 8630 (b) the governing body must ratify the declared emergency within 7 days for it to remain in effect. On March 10, 2020, at the Grass Valley City Council Meeting, the City Council approved Resolution 2020-09, Proclamation of Local Emergency. The City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

Council Goals/Objectives: Continuance of the proclamation declaring a Local State of Emergency due to prepare against coronavirus COVID-19 executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2022/23, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



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

Title: Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Consent

Background Information: On May 10, 2021, Governor Newsom modified a State of Emergency Proclamation that declared that a State of Emergency to exist in California due to severe drought conditions to include 41 counties, including Nevada County. The Proclamation directed state agencies to partner with local water suppliers to promote conservation through the Save Our Water campaign, a critical resource used by Californians during the 2012-2016 drought. Some municipalities have already adopted mandatory local water-saving requirements, and many more have called for voluntary water use reductions.

Nevada Irrigation District (NID) declared a drought emergency throughout the District's service area on April 28, 2021, which includes portions of the City of Grass Valley, and requested that customers conserve 10 percent of their normal water usage. Both NID and Nevada City have now mandated at least 20% conservation requirements.

On June 22, 2021, City Council approved Resolutions No. 2021-41 declaring a local emergency due to drought conditions and No.2021-42 mandating water conservation. All treated Water Customers are required to reduce water use by 20%.

Council Goals/Objectives: This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Water and Wastewater Systems and Underground Infrastructure. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The Fiscal Impact to the Water Fund should be minor, but if the drought continues for several years the impact could be more significant.

Funds Available: N/A

Account #: N/A

Reviewed by: __ City Manager



City of Grass Valley
City Council
Agenda Action Sheet

Item # 7.

Title: Facility Dog Program

Recommendation: That Council 1) approve the Memorandum of Understanding (MOU) between 4 Paws 2 Freedom and the City of Grass Valley, subject to legal review; 2) authorize Mayor to sign the MOU; 3) authorize the City Attorney to prepare an agreement between the City and the handler regarding the terms for splitting of dog expenses and responsibilities; 4) authorize Mayor to sign the agreement; and 5) authorize the Administrative Services Director to make any budget Adjustments and/or transfers associated with the Facility Dog Program.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Consent

Background Information: Earlier this year, our Fire Chief informed staff of a Facility Dog Program for public safety organizations through a local organization, 4 Paws 2 Freedom. After a few communications with the program director, staff is interested in obtaining a Facility Dog for the City. A facility dog, trained in obedience and specialty cues, is used in a work setting under the direction of a handler. Facility dogs are trained to motivate, inspire, and enhance the lives of their clients by reducing anxiety and easing the potential effects of traumatic events on first responders. See attached pamphlet for more information on the program. Also attached is a draft MOU with 4 Paws 2 Freedom outlining the requirements of each party and the necessary training, which would be provided at little or no cost through grant funding received by their organization. The primary handler would be responsible for the dog and treat it as a pet during non-work shifts, taking responsibility for feeding, grooming, toys, treats, and other non-work-related items. The City would be responsible for liability insurance, veterinary expenses (except for injuries during non-work hours), pet health insurance costs, training equipment, and supplies related to the dog's work duties. Attached is a summary of the division of services and responsibilities for Council consideration and the basis for the terms of the agreement between the handler and the City.

Council Goals/Objectives: The action executes portions of work tasks towards achieving/maintaining Strategic Plan - High Performance Government and Quality Service.

Fiscal Impact: Costs associated with the purchase of a facility dog will be primarily offset by funds from 4 Paws 2 Freedom through a grant they received. Other costs, to the extent not funded by the Primary Handler, can be covered with budgeted reserve funds.

Funds Available: Yes

Account #: Various

Reviewed by: City Manager

Attachments: Facility Dog Program pamphlet, Draft MOU, and service terms

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How the Program Works

4 Paws 2 Freedom offers a yearlong course where we teach people who work in high stress environments to train a Facility Dog to assist in the workplace.

Facility Dogs have the same level of training as Service Dogs and are tested and certified as Facility Dog Teams using the Professional Standards of Assistance Dog International. They must be comfortable and confident working in various emotional situations and in different locations. They must be comfortable changing handlers as needed.

The Facility Dog Program is a yearlong course that meets for 2 hours once a week. During this time our trainers will be teaching the handlers how they will be training their dog throughout the following week. Workout and Practice Exercises will be taught for handlers to practice their skills at home and in the work place.

Every dog is evaluated for public service aptitude prior to acceptance into the Facility Dog Program. It is of the utmost importance that Facility Dogs love all people, be confident in new situations, show no signs of aggression toward humans or other animals, and be in good health.

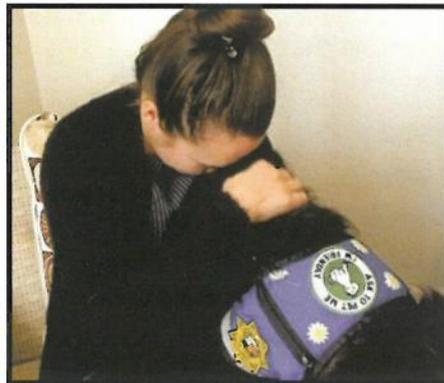
To keep them at top performance, Facility Dogs are required to re-certify every year for health, training and behavior.

We believe that getting these very well trained dogs into Fire Stations, Police Departments, Courthouses and other places of employment where employees are in high alert situations, will help prevent more traumatic injury, reduce suicide and encourage the release of anxiety.

Why Facility Dogs are Important

On Feb. 28th, 2022, Sacramento was rocked when a father during a supervised visitation brutally shot and killed his 3 young children, the visit supervisor, and then himself inside a church.

The impact of a violent situation such as this, especially when the responders may have children the same ages, can cause trauma. Dogs can ease this trauma by being available to hug, to hear a story that may be too difficult or triggering to share with human loved ones, or to offer a paw, grounding or even a lick. No matter how awful the stressor is, or how the person felt they handled the situation, that dog will be there and accept the person with love and grace.



4P2F
4 PAWS 2 FREEDOM

Contact us:

916-966-6758

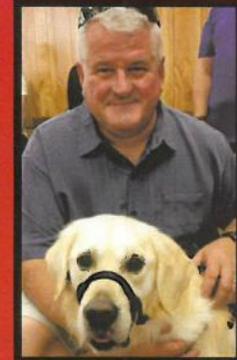
contact@4paws2freedom.org

2376 Zinfandel Drive, Rancho Cordova, CA 95670

501(c)(3) nonprofit #47-1318087

Item # 7.

4P2F
4 PAWS 2 FREEDOM



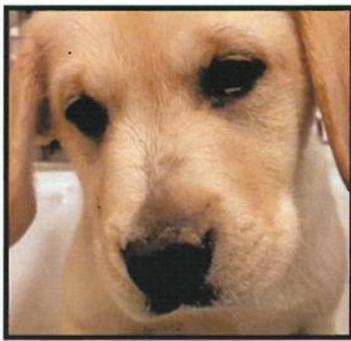
**Facility Dog
Program**

**For Public Safety
Organizations**

<https://4paws2freedom.org>

916.966.6758

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“Dogs and humans have an amazing capacity to work in partnership with each other toward the well being of both.”

What to Expect:

- Group classes of no more than 8 Facility Dog Handlers and dogs.
- 12 months of training.
- 2 hour weekly classes.
- Teams must pass required Benchmarks and testing to certify as a Facility Dog Team.
- Yearly re-certification required.
- Dogs must be spayed or neutered prior to Certification.
- Dogs must be younger than 4 years old to enroll in the Facility Dog Program.
- All handlers are approved by their department prior to the start of classes.
- Dogs must pass the 4 Paws 2 Freedom Temperament Evaluation.

Symptoms of PTSD

(May experience some or all)

Flashbacks

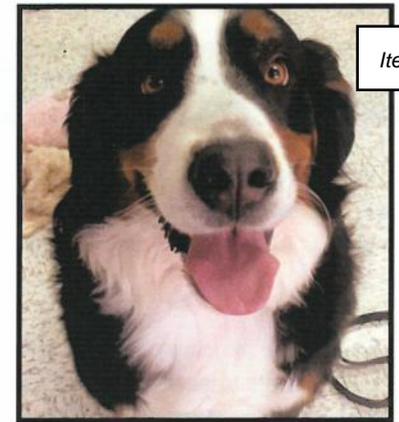
- Unwanted thoughts of the traumatic event
- Night terrors or nightmares
- Feeling as if the event is re-occurring in the present moment

Numbing

- Isolation
- Self-medication
- Depression
- Denial
- Emotional shut down
- Feeling disconnected

Hyper-vigilance

- Avoiding thoughts, activities, places, people
- Emotionally volatile - having angry outbursts, engaging in high risk or high adrenaline activities, easily startled, always on alert
- Memory loss, confusion, inability to focus
- Loss of ability to function well in daily life - feeling unsure, inattentive or over-reactive, difficulty connecting with others.



About 4 Paws 2 Freedom

4 Paws 2 Freedom's primary purpose is to educate and enrich the lives of First Responders whose daily work puts them at risk of traumatic injury, Veterans suffering the effects of Post Traumatic Stress arising from their military service; and to educate the community on the value of dogs helping humans. Our model is to train human-dog teams to anticipate known triggers and minimize reactivity in the human partner, as well as grounding and stress mitigation through trained tasks. These skills empower people suffering with traumatic injury to reclaim areas of functionality that have been lost to them and prevent further trauma.

Contact Us:
916.966.6758
contact@4paws2freedom.org

916-966-6758 www.4Paws2Freedom.org contact@4paws2freedom.org

MEMORANDUM OF UNDERSTANDING (MOU) Between:
4 Paws 2 Freedom and the City of Grass Valley

I. This is an agreement between the 4 Paws 2 Freedom, hereinafter called 4P2F, and the City of Grass Valley.

a. PURPOSE & SCOPE:

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of the Peer Support Dog training program for the City of Grass Valley. This program is intended to assist First Responders reduce stress after difficult calls with the goal of healthier outcomes and longevity of First Responders. To support this goal, 4P2F, and the City of Grass Valley will each develop criteria for their individual responsibilities to make this program successful. All parties should ensure that program activities are conducted in compliance with all applicable Federal, State, County, and City laws, rules, and regulations.

b. BACKGROUND:

This Partnership came into existence to meet the goals of the parties to provide free Peer Support Dog training to First Responders in the City of Grass Valley. The program focuses on teaching the Primary Handler to train the dog through weekly classes and on-the-job practice to be a certified Peer Support Dog over the course of a one-year period.

Each party brings a set of skills and experience to create a successful program.

c. THIS MOU IS INTENDED TO:

- i. Increase awareness of the need for Peer Support Dogs in high stress working environments.
- ii. Enhance 4P2F's involvement as a dedicated community partner.
- iii. Provide Public Safety Agencies Peer Support Dog training opportunities at little or no cost to them.
- iv. Establish long-term, mutually beneficial relationships that work with First Responders.

d. GOALS AND OBJECTIVES:

- i. The goals and objectives of the parties are to provide the First Responders in the City of Grass Valley the following:
 1. Provide evaluation of suitability for both the prospective Handlers and dog;

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2. Provide initial training (and certification when the team graduates) to the Primary Handler selected for the program;
3. Make available continuing education for graduates of the program.

e. PARTIES/ORGANIZATIONS:

- i. Lead Trainer for 4P2F: Steven Barnett
- ii. Lead Administrator for the City of Grass Valley: Mark Buttron
- iii. Primary Handler: Tim Kiser
- iv. Secondary Handler: Taylor Day

II. 4P2F RESPONSIBILITIES UNDER THIS MOU:

a. 4P2F shall undertake the following activities:

- i. Along with the help of the Lead Administrator listed above, develop the parameters of the Peer Support Dog Program for the selected Dogs and Handlers.
- ii. Along with the input of the City of Grass Valley, evaluate the effectiveness of the program on a regular basis.
- iii. Make a written application process available for Primary and Secondary Handlers.
- iv. Personally interview every applicant who wishes to become a Handler.
- v. Require a health record for each puppy or dog accepted into the program.
- vi. Evaluate every proposed dog, whether puppy, existing pet, or rescue animal, for service aptitude.
- vii. Periodic Station or Department visits.
- viii. Weekly Training Classes for dog and Primary Handler.
- ix. Facility Dog Certification when dog and Handler have passed all the Benchmarks and Public Access Testing based on Industry Standards.
- x. Require a written agreement between each Handler and 4P2F.
- xi. Require all students and volunteers to sign and follow a written Code of Ethics.
- xii. Maintain records for all dogs in training and post-graduation.
- xiii. 4P2F will support the City of Grass Valley's marketing efforts in various forms of media and events.
- xiv. There is no guarantee either written or implied that dogs and/or Handlers who participate in this program will be certified as Peer Support or Facility Dogs or teams.

- III. City of Grass Valley RESPONSIBILITIES UNDER THIS MOU:
- a. The City of Grass Valley will undertake the following activities:
 - i. Promote the use of Facility Dogs in all Safety Departments (Police, Fire, etc.);
 - ii. Recruit potential handlers for future Facility Dogs;
 - iii. Conduct a preliminary evaluation of any potential program participants to determine whether the Handler and/or dog should proceed with an evaluation by the 4P2F trainers.
- IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY BOTH PARTIES THAT:
- a. This agreement will become effective upon the date of signature of the following parties and will remain in effect for 1 year.
 - b. The Agreement can be terminated by any party upon 30-day written notice; termination will be immediate if it is for cause and agreed upon by remaining parties.
 - c. No direct compensation will be given to any party by another party.
- V. **INSURANCE: EXAMPLE ONLY**
- a. During the entire term of this Agreement, the City of Grass Valley and 4P2F shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below.
 - i. Minimum Scope of Insurance: Coverage shall be:
 - 1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - 2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Workers' Compensation. If applicable, and as required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of

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\$1,000,000 per accident. This provision shall not apply if the party has no employees performing work under this Agreement.

4. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by both parties. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross-liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after 30 days prior written notice has been given to both parties.

VI. RECORD RETENTION:

- a. All records must be retained for three years from fiscal closure. This requirement applies to fiscal records, reports, and client information. Supporting documentation may be kept at the subcontractor level but must be available for review for three years.

VII. EFFECTIVE DATE AND SIGNATURE

- a. This MOU shall be effective upon the signature of the City of Grass Valley's and 4P2F's authorized officials. The Parties indicate agreement with this MOU by their signatures. This MOU is not a legal undertaking. The signatories will abide by the terms to reach the objective stated in the MOU by striving to do their best.
- b. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

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The City of Grass Valley:

_____ Date _____
Signature

4P2F:

_____ Date _____
Signature

DRAFT

Facility Dog Program

Terms between the Handler and the City of Grass Valley

Primary Handler Responsibility:

- Bring the Facility Dog to work during normal assigned work hours
- Bring the Facility Dog in upon request during non-works hours for special events or situations
- Attend training with the dog per the program requirements
- Provide food, toys, dishes, grooming supplies, and other non-work-related items/supplies
- Cover any grooming costs
- Take dog home during non-work shift hours
- Treat the dog as a pet during off shift hours

Secondary Handler Responsibilities:

- Attend occasional training classes for a secondary handler
- Assist or bring the facility dog to events or situations during normal business hours
- Take dog home during non-work shift hours in the absence of the Primary Handler
- Treat the dog as a pet during off shift hours in the absence of the Primary Handler

City Responsibilities:

- Provide liability insurance, veterinary expenses (except for injuries outside work activities), and pet health insurance
- Cover cost associated with travel cost to training classes and any associated training costs outside what is covered by 4 Paws 2 Freedom
- Provide leashes, collars, ID tags, seat belt (City Vehicle), halti, vest, and other training related equipment.
- Provide dog beds, crate, and other supplies needed for City Hall.

Due to the training, the Facility Dog would be the property of the primary handler if they leave the City. The primary handler would be responsible for dog and any associated costs upon leaving the City employment.



City of Grass Valley
City Council
Agenda Action Sheet

Title: Certification of eligibility list for lateral and entry level Firefighter and Firefighter Paramedic.

Recommendation: That Council 1) certify the newly developed eligibility list for Firefighter and Firefighter Paramedic.

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Consent

Background Information: The Grass Valley Fire Department conducted lateral and entry level testing for Firefighter and Firefighter Paramedics over the last month. Certification of the eligibility list will allow the Fire Department to fill vacancies now and, in the future, as they occur.

Council Goals/Objectives: Exceptional Public Safety consistent with the City of Grass Valley Strategic Plan

Fiscal Impact: None, budgeted positions

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: None



City of Grass Valley City Council Agenda Action Sheet

Title: Update to Council related to Police Department use of Automated License Plate Reader (ALPR) technology

Recommendation: Informational

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Administrative

Background Information:

The Grass Valley Police Department's mission is to reduce crime, and improve the quality of life. Although much of the department's resources are utilized in the investigation of crime after it has occurred, the more resources that can be applied to stop crime or deter criminal activity before it occurs, will pay dividends in the long term. Last year, the Council approved funding for the Police Department to engage in an agreement with FLOCK Safety for their fixed-point Automated License Plate Reader (ALPR) products.

Since that time, 18 devices positioned throughout the city at key ingress and egress locations have been installed. These locations were prioritized by police staff based upon known avenues of frequent use. These locations provide the optimum effectiveness in capturing ALPR data from a public right of way. The Flock devices utilize technology to deduce license plate data, which is then compared with state/national law enforcement Criminal Justice Information Services (CJIS) databases to determine if a vehicle is stolen, associated to a missing person, or wanted as evidence in a serious felony investigation. If a match is made, the Flock Safety system immediately provides a mobile notification alert to the officer's in-car computer or handheld device with the vehicle information and last captured ALPR location. The system captures still images only and no streaming video or audio clips. Local plates of interest can also be loaded into the system, for example, a vehicle suspected of involvement in a hit and run. Retention of the data is for 30 days, after which time it is deleted.

ALPR systems have proven themselves time and time again in their effectiveness to solve and deter crime. The use of this technology will continue our efforts toward comprehensive public safety strategies in Grass Valley. In the presentation, examples of the value of Grass Valley ALPR devices will be shared with Council.

Council Goals/Objectives: The execution of this action attempts to achieve Strategic Goal #1 - Exceptional Public Safety

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: Tim Kiser, City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Approval of a Professional Services Agreement (PSA) to complete consultant services for the Environmental Protection Agency's (EPA) 2022 Community Wide Brownfield Assessment Grant.

Recommendation: That Council: 1) Approves the attached PSA Agreement with Geocon Consultants to complete consultant services for the 2022 EPA Brownfield Assessment Grant; 2) Authorize the Mayor to sign the agreement subject to legal review; and 3) Approve and authorize the Administrative Services Director to make any necessary budget amendments and/or transfers to complete this transaction or associated with the Grant.

Prepared by: Thomas Last, Community Development Director

Council Meeting Date: 11/22/2022

Date Prepared: 11/16/2022

Agenda: Administrative

Background Information: In November 2021, the City applied for another EPA Brownfield Assessment Grant, which was awarded in June 2022. This award represents that fifth EPA Assessment Grant received by the City since 2009. The purpose of these grants was, and are, to conduct assessments of contaminated mine-scarred lands and those lands with other contamination (leaking underground tanks or other petroleum-based contamination). The past grants have been used to clear land (determine there is no contamination that impacts development) for redevelopment, or to develop remediation plans to address the needed cleanup of sites.

The current grant is for \$500,000 and became effective in October 2022. On October 3, 2022, the City released Request for Proposals to complete the environmental professional services. The City received three proposals, which were then reviewed and scored by two City staff members, two staff members from Nevada County Health Department, and one member from the state Department of Toxic Substances Control (DTSC). Based upon the scores by the five individuals, one firm clearly ranked number one, so it was determined that interviews were not needed. Staff recommends the Council approve the attached contract with Geocon Consultants for \$300,000. The remaining grant funds will be used to provide oversight review and approval of cleanup plans by DTSC (\$150,000) and for staff administration (\$50,000).

Council Goals/Objectives: This grant fulfills multiple goals and polices in the City's Strategic Plan tied to improving the quality of life and economic development.

Fiscal Impact: None, City staff time and all services are covered by the grant.

Funds Available: Grant Funding

Account #: TBD

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Grass Valley / Geocon Consultants, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Geocon Consultants, Inc., a California corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Environmental Assessment Consultant Services to Assist in USEPA Community-Wide Brownfield Assessment Grant No. #98T42301.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s “Proposal for Environmental Assessment Consultant Services to Assist in a Community-Wide Brownfield Assessment Grant” (November 3, 2022) to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Thomas Last, Community Development Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for

completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is \$300,000.
- 3.5. “Commencement Date”: November 23, 2022
- 3.6. “Termination Date”: January 31, 2026

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Jason Muir, Senior Engineer, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant 's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit,

and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

5.12. **Federal Requirements.** FEMA financial assistance may be used to fund all or a portion of this contract. Consultant shall comply with all federal requirements including, but not limited to, the following:

- 2 C.F.R. Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions attached hereto as Exhibit C.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant’s actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing

services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement

claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.

11.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against losses, costs or expenses for any personal injury or property damage to the extent caused by Consultant’s negligent acts, errors, or omissions, recklessness or willful misconduct of Consultant or failure to comply with any provision in this Agreement.

Payment shall not be a condition precedent to enforcing City’s right to indemnification. If, and only if, Consultant’s duty to defend is covered by the insurance provided by Consultant, as required by this Agreement, then Consultant’s duty to defend shall arise immediately when a claim is asserted against City in connection with this Agreement, and regardless whether others may owe City a duty of defense and indemnity. To the extent that Consultant’s duty to defend City is not covered by a customary insurance policy that would be applicable to such claim, Consultant’s obligation to pay for any of City’s defense-related costs shall arise only after a final determination of Consultant’s liability and, following any such determination of its liability, Consultant shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the Consultant.

11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the negligence or willful misconduct of the City.

11.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney’ fees for counsel of City’s choice, expert fees, and all other costs and fees of litigation.

11.5. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or

similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

- 11.6. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 11.7. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and, to the extent applicable to their scope of work and trade, shall require all of its subcontractors, consultants, and other agents to do the same. Consultant will require professional liability insurance only from subconsultants who provide professional services that are traditionally covered by professional liability insurance. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best’s Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Environmental Assessment Consultant Services to Assist in USEPA Community-Wide Brownfield Assessment Grant No. #98T42301.
- Documentation of Best’s rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence

\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (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.

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$150,000. If the insurance is

on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims- made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work under this Agreement.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies other than Professional Errors and Omissions and Worker’s Compensation, shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, other than Professional Errors and Omissions and Worker’s Compensation, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Thomas Last, Community Development Director, 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, other than Professional Errors and Omissions and Worker's Compensation, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance other than Professional Errors and Omissions and Worker's Compensation, maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably

available for the proper performance of Consultant’s services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City
Thomas Last
City of Grass Valley
Community Development Department
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4711
Facsimile: (530) 274-4399

If to Consultant
Jason Muir, Senior Engineer
Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Telephone: (916) 852-9118
Email: muir@geoconinc.com

With courtesy copy to:

Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant agrees to cease all work

under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the

extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.
- 18.3. **Non-Assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.

- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Grass Valley

“Consultant”
Geocon Consultants, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to Form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT C
FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term “Agency” shall mean the local agency entering into this contract with Consultant.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women ‘s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- (B) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Consultant’s personnel for the purpose of interview and discussion related to the books and records.
- (B) Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- (i) Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default (“Notice of Default”). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant’s deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency’s corrective action, including reasonable overhead, profit and attorneys’ fees.
- (iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant’s performance of the work.
- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency’s right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency’s termination of this contract. The Agency shall not be liable for any costs

other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- (B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.P.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.P.R. Chapter 60:
- (i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
 - (ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
 - (iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- (iv) Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- (C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.
- (D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:
- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.P.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
 - (iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted

contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

- (v) Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act

(42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
 - (ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- (G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.P.R. part 1986 Comp., p. 189) and 12689 (3 C.P.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.P.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.P.R. § 180.995), or its affiliates (defined at 2 C.P.R. § 180.905) are excluded (defined at 2 C.P.R. § 180.940) or disqualified (defined at 2 C.P.R. § 180.935).
 - (ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- (H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:
- (i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

5. MISCELLANEOUS PROVISIONS

- (A) Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance may be used to fund the contract only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by Consultant, Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

Exhibit A Proposal





November 3, 2022

Proposal No. LS-22-330

City of Grass Valley
Attn: Thomas Last
125 E. Main Street
Grass Valley, CA 95945

**Subject: PROPOSAL FOR ENVIRONMENTAL ASSESSMENT CONSULTANT SERVICES
TO ASSIST IN A COMMUNITY-WIDE BROWNFIELD ASSESSMENT GRANT**

Mr. Last,

Congratulations to the City of Grass Valley (City) on receiving a 2022 Community-Wide Brownfields Assessment Grant! Geocon was part of the City's highly productive consultant team for the previous 2017 Coalition Assessment Grant, and we were able to prepare seven cleanup plans for 229 acres of property and almost 150,000 cubic yards of mining contamination. We look forward to working with the City and the United States Environmental Protection Agency (EPA) on the new grant No. #98T42301. As this proposal demonstrates, the Geocon team is experienced with Brownfields assessment and cleanup planning and knows the path ahead for revitalization of mine-scarred land in Grass Valley. Our company information is provided below:

**Geocon Consultants, Inc., 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742, 916.852.9118,
www.geoconinc.com**

Geocon Consultants, Inc. is a California Corporation established in 1971 as a professional engineering consulting firm providing comprehensive environmental consulting, geotechnical engineering, materials testing, and special inspection services for over 51 years. We employ over 300 technically strong and highly motivated engineers, geologists, environmental scientists, and technicians. We maintain state-of-the-art geotechnical and materials testing laboratories, extensive inventories of field equipment and instrumentation, comprehensive technical libraries, and advanced data-management systems to support each office. Geocon operates California offices in Sacramento (Rancho Cordova), Fairfield, Livermore, Los Angeles (Burbank), Murrieta, Redlands, La Quinta, Irvine, and San Diego.

Geocon provides the following services to clients throughout the state:

- ✓ Environmental Consulting
- ✓ Hazardous Materials Site Investigation
- ✓ Risk Assessment
- ✓ Remediation Design and Implementation
- ✓ Geotechnical Engineering
- ✓ Engineering Geology
- ✓ Field and Laboratory Materials Testing
- ✓ Special Inspection (DSA, ACI, CWI, ICC, PTI)

Geocon's environmental team has 37+ years of experience performing environmental services for public agencies throughout all of California. We currently have contracts with Department of Toxic Substance Control (DTSC) (2016-Present), Department of General Services (2015-Present), Department of General Services/State Water Resources Control Board Emergency Abandoned and Recalcitrant (EAR) Account (2017-Present), and Department of Transportation (Caltrans) (2009-Present). We provide services on on-call contracts with Cities and Counties either as a prime or subconsultant.

Geocon proposes to serve as the Qualified Environmental Professional (QEP) for the City of Grass Valley's 2022 Community-Wide Brownfields Assessment Grant. We have served the City of Grass Valley on the City's three most recent grants:

- 2012 Grass Valley Community-Wide Assessment
- 2013 Grass Valley Site-Specific Assessment
- 2017 Gold Country Coalition Assessment

For each of the past grants, the Geocon team met and exceeded grant objectives for site assessment and cleanup planning.

Geocon has the unique experience required to make the most of Brownfields funding for Grass Valley:

- The local area has specific environmental conditions that require specific experience and expertise. Efficient site assessment and cleanup planning requires specialized knowledge of the local geological conditions, mining history and technical procedures related to specific contaminants.
- Geocon knows the local and state regulators and the evolving regulatory policies that govern site cleanup and reuse. Geocon is experienced with the bioavailability of local contaminants and the statistical distribution of local naturally-occurring and ambient metals concentrations.
- This knowledge, and our long working relationship with the risk assessors at DTSC, gives us an advantage in that we know how local conditions apply to predictive human and ecological risk assessment.



The City's primary contact with respect to overall project performance will be Josh Ewert, Environmental Group Manager. Contact information is provided below:

Josh Ewert, PG, Geocon Consultants, Inc., ewert@geoconinc.com, 916.852.9118

Mr. Ewert has 15 years of experience in characterization and revitalization of Brownfields. Mr. Ewert will oversee the project and monitor Geocon's overall performance.

The City's contact with respect to daily project operations will be Jason Muir, Senior Engineer.

Jason W. Muir, PE, GE, Geocon Consultants, Inc., muir@geoconinc.com, 530.913.5996

Mr. Muir has lived and worked in Grass Valley for 27 years and knows all the properties on the City's Brownfields inventory list. He served as the lead consultant on Grass Valley's previous 2017 Coalition Assessment grant and has been involved with the local Brownfields projects listed under his bio.

Geocon proposes to use the following subconsultants for laboratory testing, exploration and utility locating. We anticipate that fees for all subconsultants will comprise less than 20% of the consulting budget. Prima Environmental laboratory is a woman-owned small business enterprise (WBE), and Penecore Drilling is a certified small business (SBE) and minority business entity (MBE).

Analytical Laboratories

- **California Laboratory Services**, Rancho Cordova, CA: general analytical testing
- **Prima Environmental, Inc.**, El Dorado Hills, CA: specialty bioavailability testing and mining analysis – WBE
- **ACZ Laboratories, Inc.**, Steamboat Springs, CO: specialty mining analysis
- **McCampbell Analytical, Inc.**, Pittsburg, CA: general analytical testing
- **Brooks Applied Labs (Brooks)** in Bothell, WA: specialty mercury analysis

Exploration

- **Penecore Drilling**, Woodland, CA – SBE/MBE
- **Gregg Drilling, LLC**, Martinez, CA

Utility Locating

- **GPRS, Inc.**, Sacramento, CA

Geocon knows every property targeted in the work plan. We have 27 years of experience with local environmental conditions and 35 years of experience with Brownfields projects throughout California. Key staff and the depth of Geocon's local Brownfields resources are shown on the project organizational chart.

Geocon's primary office location is in Rancho Cordova, one hour from Grass Valley. Geocon's Project Manager lives and works in Grass Valley, ten minutes from City Hall.

Geocon responds to requests for information and meetings on the same day and can typically schedule field work on short notice to meet immediate client needs. Project delivery schedules for Phase I and Phase II ESAs typically range from four to eight weeks depending upon project complexity. More complex projects such as Preliminary Endangerment Assessments (PEAs) and Removal Action Work Plans (RAWs) require detailed delivery schedules and frequent coordination with the reviewing agencies to keep the projects on track. Geocon works extensively with DTSC and maintains good working relationships and open lines of communication with DTSC staff.

Geocon maintains appropriate insurance to meet the City's requirements.

We look forward to the opportunity to continue our work with the City to write efficient cleanup plans, obtain DTSC approvals, and pursue cleanup funding to revitalize mine-scarred properties. Please contact us if you have any questions regarding our submittal or if we can be of service.

Sincerely,

GEOCON CONSULTANTS, INC.

Josh Ewert, PG
Program Manager/Senior Geologist

Jim Brake, PG
Senior Geologist

PROJECT APPROACH

Geocon anticipates the following milestones, schedule and deliverables during the 36-month grant cycle:

Milestone	Date	Responsibility	Deliverables
Kickoff Meeting with City	2022 Nov	City/Geocon	Draft Site Inventory List
Public Outreach and Planning	2022 Dec	Geocon	Community Involvement Plan, Fact Sheet, Presentation, Newspaper and Online Articles, Radio Interviews
First Public Meeting	2023 Jan	Geocon	Presentation Slides, Meeting Minutes, updated Site Inventory List
Site Selection Meeting with City	2023 Feb	City/Geocon	Final prioritized Site Inventory List
Site Eligibility Determination and Agreements	2023 Feb	Geocon	USEPA Site Eligibility Applications DTSC Standard Cleanup Agreements (SVAs) USEPA QAPP
Sampling and Analysis Plans (SAPs)	2023 Apr	Geocon	Submit SAPs upon USEPA eligibility approval and QAPP approval
Site Investigations (SIs)	2023 Jun to 2025 Jul	Geocon	Perform SIs upon SAP approvals. Submit Phase I ESAs (2 min) and Phase II ESAs (5 min) to the City
Site Characterization and Cleanup Planning	2023 Sep to 2025 Jul	Geocon	Submit Draft PEAs, RAWs/RDIPs (4 to 5 min) to DTSC. Submit Draft Final documents addressing DTSC comments
Strategic Planning for Southern Sphere	2023 Jun to 2024 Dec	City/Geocon	Strategic Plan for Adoption Conceptual Brightfields Development Plan and Layout
Leveraging Funds	2023 Sep to 2025 Oct	City/Geocon	Applications for Cleanup Funding
Interim Public Meeting	2024 Oct	Geocon	Presentation Slides, Key Contact List
Quarterly Reporting and ACRES Reporting	Quarterly	City/Geocon	Geocon will prepare draft quarterly reports for the City's review and submittal at least one week before due date (Jan 30, April 30, July 30 and Oct 30)
Annual Reporting and MBE/WBE Reporting	Annually	City/Geocon	Geocon will prepare draft annual reports for the City's review and submittal one week before due date (Dec 31)
Final Public Meeting	2025 Oct	Geocon	Presentation Slides, Key Contact List
Final Report	2025 Oct	Geocon	Final Summary Report ACRES Spreadsheet of Assessed Properties Project reports and high-res images USEPA acknowledgement, goals and successes, best practices, partnering and leveraging

Geocon's key objectives for this project are to:

1. Facilitate land redevelopment by obtaining DTSC cleanup plan approvals,
2. Help the City plan for the strategic reuse of mine-scarred properties in the southern sphere of influence,
3. Explore renewable energy development on the North Star mining complex,
4. Provide opportunities for public participation, and
5. Leverage State and Federal funding for cleanup.

The five key objectives are described below.

OBJECTIVE 1 – OBTAIN DTSC APPROVALS

Geocon will perform site investigations and prepare cleanup plans as prioritized by the City of Grass Valley. We will meet with the City early in the process to discuss and prioritize key properties based on the City's strategic plan. Candidate properties include but are not limited to:

Whiting Street Property (600 Block of Whiting Street)

The eastern edge of this 8.4-acre property is impacted by aerial deposition of heavy metals related to wind transport from a nearby historical gold ore processing area. A cleanup plan is needed for consolidation of the mining contamination in a future paved commercial use area on the Whiting Street frontage under land use controls, so that the remainder of the property can be developed without use restrictions.

Stacey Lane Property (Dietz Property, Stacey Lane and South Auburn Street)

Soil at this 1.35-acre property is impacted by elevated metals concentrations associated with a historical mine tailings pond. A cleanup plan is needed for commercial development above the contaminated soil under land use controls. Residential development would be feasible above ground-floor commercial development, which is consistent with its zoning as Neighborhood Center Flex (NC-Flex).

Bennett Street Property (474-500 Bennett Street)

After the Brownfields application was submitted, Geocon's Project Manager prepared a Remedial Action Plan for the Bennett Street Property that was approved by the RWQCB. The cleanup plan outlined procedures for remediation of 17,000 cubic yards of fill material that were placed illegally. Because the Bennett Street Property has a development plan for residential reuse and an approved cleanup plan, the property is good candidate for leveraging of cleanup funds. Geocon would be able to help the City pursue cleanup funding through the USEPA Brownfields program or DTSC's ECRG program.

Narrow Gauge Railroad Depot Property (225 Bennett Street and 311 Kidder Avenue)

Previous investigation of the Depot Property identified environmental conditions that can be addressed in a cleanup plan to support commercial and/or residential reuse. These conditions are primarily related to the historical Narrow Gauge Railroad. Geocon previously performed a Phase II ESA and geophysical investigation on the property. Geotechnical design and mitigation is also required for a large retaining wall.

South Conway Ranch (12310 Auburn Road)

Portions of this property are impacted by mine tailings from the historical North Star 40-Stamp Mill on Auburn Road. A previous development concept included its acquisition by the City and/or the Bear Yuba Land Trust (BYLT) and development as a community sports complex and for sustainable agriculture. The BYLT's private funding source for property acquisition was unfortunately withdrawn and hopefully can be replaced with alternative funding sources. Geocon's Project Manager performed a Phase I/II ESA for the property while working for another firm. A cleanup plan would be needed to manage mine tailings in and near a drainage course extending through the property from the off-site stamp mill. An ECRG cleanup funding application was prepared on behalf of BYLT by Geocon's Project Manager but was suspended when the private funding source was withdrawn.

Heritage Oaks (Habitat for Humanity, Joyce Drive)

This property requires a baseline risk assessment and evaluation of ambient arsenic concentrations, which can be performed under the City's community-wide grant. Geocon knows the site and can facilitate DTSC's review and approval of the risk assessment, ambient arsenic evaluation, and cleanup plan. A member of the Geocon team performed such an assessment and obtained DTSC approval in 2021 for a similar site in Nevada City, and that site has already been developed with 54 affordable housing units.

Former Hills Sulphuret Works (East Main Street and West Berryhill Drive)

The City was able to obtain additional funding from DTSC to pay the regulatory fees for review of a cleanup plan. Geocon's Project Manager recently prepared a cleanup plan for DTSC's review. Geocon knows the site and can facilitate DTSC's approval of the cleanup plan, which will open the door to ECRG cleanup funding and redevelopment.

Berriman Ranch (Taylorville Road)

A member of the Geocon team recently submitted a cleanup plan for DTSC's review while working for others. Geocon knows the site and can facilitate DTSC's review and approval of the cleanup plan, which will open the door to USEPA and ECRG cleanup funding for redevelopment. Integration of an affordable housing element may be a key to obtaining cleanup funding for this site.

OBJECTIVE 2 – STRATEGIC PLANNING

Geocon will help the City plan strategically for reuse of mine-scarred properties in the southern sphere of influence. Geocon has decades of experience with local environmental conditions and can interpret the site investigation data to determine what types of reuse are feasible and what regulatory steps are required for each type of land use.

OBJECTIVE 3 – BRIGHTFIELDS EXPLORATION

Geocon will assist the City in exploration of renewable energy development at the historical North Star mining complex. Geocon’s Project Manager previously performed a PEA of the approximately 750-acre property while working for others, including risk assessment and delineation of redevelopment zones based on the level of contamination. We will interpret the site conditions and reuse requirements to facilitate the City’s exploration of funding and redevelopment opportunities with the landowner and agencies.

OBJECTIVE 4 - PUBLIC PARTICIPATION

Geocon will update the existing Community Involvement Plan and will educate and engage the community in Brownfields redevelopment. Geocon has been working with local non-profit organizations for years, including Habitat for Humanity, Bear Yuba Land Trust, Nevada County Contractor’s Association, The Sierra Fund, Sierra Streams Institute and the Nisenan Tribe Nevada City Rancheria. We will reach out to Hospitality House, the Nevada County Health and Human Services Agency, and the HOME Team for input on low-income housing redevelopment strategies. As outlined in the work plan, Geocon will advertise and host three public meetings, prepare fact sheets, presentations and advertising content, provide web links for Brownfields information, and perform radio interviews with the City if requested.

OBJECTIVE 5 – LEVERAGE STATE AND FEDERAL FUNDING FOR CLEANUP

Geocon will focus on the following opportunities for leveraged funding:

- USEPA Targeted Brownfields Assessments (e.g., Habitat for Humanity – Heritage Oaks)
- DTSC Equitable Communities Revitalization Grants (ECRG, e.g., Former Hills Sulphuret Works and Bennett Street Property)
- DTSC cooperative agreements (e.g., Former Hills Sulphuret Works and Berriman Ranch)

Over the past decade, we have helped the City develop relationships with funding agencies, and the City is now well-positioned to win funding for cleanup and redevelopment. Geocon knows the funding agencies and application requirements and has a good track record of helping municipalities win State and Federal funding for redevelopment. We can also assist the City with applications for other leveraged funding related to housing, recreation and water quality.

FIRM’S APPROACH TO QUALITY ASSURANCE AND QUALITY CONTROL AS IT PERTAINS TO COMPLETING TASKS FOR CITY/DTSC REVIEW

Jason Muir, PE, GE, will serve as Geocon’s Project Manager and Technical Manager. Jim Brake, PG, will serve as Geocon’s Quality Assurance (QA) Manager. Mr. Muir will be responsible for technical review of all documents prepared under this contract, and Mr. Brake will be responsible for QA review before the documents are submitted to the City.

Geocon will establish QA procedures in an overall QAPP, which is subject to review and approval by the USEPA. In addition to the general procedures outlined in the QAPP, a SAP will be prepared for USEPA review to outline site-specific procedures for each Phase II ESA. Site characterization documents (e.g., PEAs), risk assessment documents, and cleanup plans (e.g., RAWs/RDIPs) will also be subject to technical review by DTSC, the lead regulatory agency.

Geocon’s internal quality assurance and quality control (QA/QC) program is intended to result in reproducible, technically-defensible documents that withstand regulatory scrutiny. Geocon is familiar with DTSC’s internal QA/QC procedures because Geocon serves as a consultant under contract with DTSC for site characterization and cleanup planning related to DTSC Orphan Sites.

USEPA REQUIRES THE NEW QUARTERLY REPORTING SYSTEM THROUGH ACRES, IT IS LIKELY THE CITY WILL RELY HEAVILY ON THE CONSULTANT TO ASSIST IN THIS REPORTING

Geocon routinely performs ACRES reporting for multiple Brownfields projects and has performed ACRES reporting on behalf of the City of Grass Valley for the past decade. Geocon is familiar with the new quarterly reporting requirements and can prepare reports for the City’s review.

PROPOSED MBE/WBE FIRMS

Our subconsultants include Prima Environmental, a woman-owned small business enterprise, and Penecore Drilling, a certified small business and minority business entity.

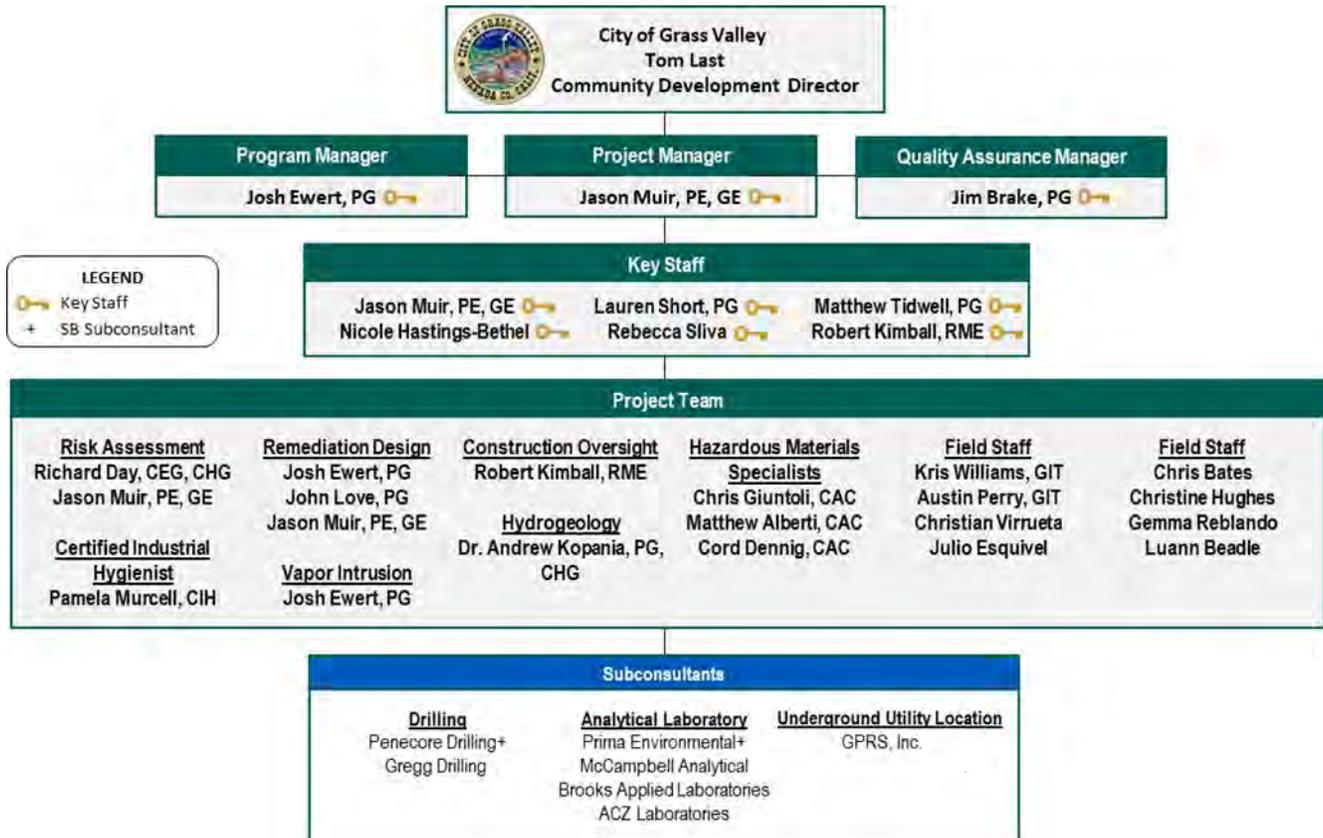
ORGANIZATIONAL CHART


Exhibit B

Approved Fee Schedule



COST SCHEDULE

Geocon understands that the grant budget of \$500,000 is allocated as follows:

- \$50,000 for City Staff for management and strategic planning,
- \$300,000 for the Environmental Professional for site investigation, cleanup planning and redevelopment strategies, and
- \$150,000 for DTSC for review of site investigations and cleanup plans.

Our itemized cost proposal is presented on the attached table.

Geocon can perform the tasks listed in the work plan within the proposed budget, as outlined below by task. Geocon anticipates that funding may need to be reallocated between tasks when details are known regarding the site prioritization, specific site conditions, and the associated regulatory requirements.

Based on the available budget and Geocon’s experience with DTSC requirements, it may not be possible to perform complete site investigation and cleanup planning for all four or five sites. Therefore, Geocon will rely on existing site characterization data when possible and will perform supplemental site investigation as feasible within the grant budget. If DTSC asks for additional investigation that does not fit within the available budget, Geocon will contact the City promptly to discuss budget reallocation between tasks or potential leveraged funding sources.

Cost Estimate for Contract QEP Services Grass Valley 2022 Community-Wide Brownfields Assessment Grant, EPA Grant #98T42301	Rate	Tasks 1a,b,c		Task 2a		Task 2b		Task 2c		Task 3		Task 4		TOTAL ¹	
		Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs
LABOR															
Principal Professional	\$ 240														
Associate Engineer	\$ 200														
Senior Engineer/Geologist/CIH	\$ 175			18	\$ 3,150	20	\$ 3,500	480	\$ 84,000	80	\$ 14,000	24	\$ 4,200	622	\$ 108,850.00
Senior Project Engineer/Geologist	\$ 180														
Project Engineer/Geologist	\$ 145			20	\$ 2,900	70	\$ 10,150	640	\$ 92,800	40	\$ 5,800	24	\$ 3,480	794	\$ 115,130.00
Senior Staff Engineer/Geologist	\$ 135														
Staff Engineer/Geologist	\$ 125														
Project Coordinator/GIS Specialist	\$ 110											80	\$ 8,800	80	\$ 8,800.00
Research Assistant/Senior Draftsperson	\$ 100														
Word Processor/Draftsperson	\$ 85			8	\$ 680	15	\$ 1,275	120	\$ 10,200	16	\$ 1,360	8	\$ 680	167	\$ 14,195.00
Engineering Assistant	\$ 85														
Engineering Tech III/Equipm. Op. (PW)	\$ 145							80	\$ 11,600					80	\$ 11,600.00
Engineering Technician II (PW)	\$ 135														
Engineering Technician I (PW)	\$ 125														
Labor Subtotal		0	\$ -	46	\$ 6,730	105	\$ 14,925	1,320	\$ 198,600	136	\$ 21,160	136	\$ 17,160	1,743	\$ 258,575.00
TRAVEL															
Mileage	\$ 0.75		\$ -	64	\$ 48.00	384	\$ 288.00	688	\$ 516.00	85	\$ 63.75	380	\$ 285.00		\$ 1,200.75
Per Diem	\$ 200		\$ -		\$ -		\$ -	4	\$ 800.00		\$ -		\$ -		\$ 800.00
Vehicle Rental (per day)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Travel Subtotal			\$ -		\$ 48.00		\$ 288.00		\$ 1,316.00		\$ 63.75		\$ 285.00		\$ 2,000.75
OTHER DIRECT COSTS (ODCs)²															
Exploration Equipment															
Permitting	\$ 150		\$ -		\$ -		\$ -	4	\$ 600.00		\$ -		\$ -		\$ 600.00
Backhoe and Operator	\$ 180		\$ -		\$ -		\$ -	40	\$ 7,200.00		\$ -		\$ -		\$ 7,200.00
Direct Push Drill Rig and Operator (PW)	\$ 225		\$ -		\$ -		\$ -	24	\$ 5,400.00		\$ -		\$ -		\$ 5,400.00
Grout for Borings	\$ 150		\$ -		\$ -		\$ -	15	\$ 2,250.00		\$ -		\$ -		\$ 2,250.00
Direct Push Sample Liner	\$ 10		\$ -		\$ -		\$ -	15	\$ 150.00		\$ -		\$ -		\$ 150.00
En-Core Sampler	\$ 18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
55-Gallon Drums	\$ 65		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Monitoring Equipment															
Equipment - pH/Conductivity/Temp Meter	\$ 60		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Equipment - Turbidity Meter	\$ 80		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Water Level Indicator	\$ 40		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Photoionization Detector	\$ 150		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Battery-Powered Pump	\$ 75		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
PPE and Sampling Supplies	\$ 120		\$ -		\$ -		\$ -	10	\$ 1,200.00		\$ -		\$ -		\$ 1,200.00
GPS Unit	\$ 160		\$ -		\$ -		\$ -	4	\$ 640.00		\$ -		\$ -		\$ 640.00
Utility Locator															
Utility Locator (TBD)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Drum Disposal															
Drum Disposal (TBD)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Laboratory															
Soil pH	\$ 25		\$ -		\$ -		\$ -	20	\$ 500.00		\$ -		\$ -		\$ 500.00
CAM 17 Metals	\$ 170		\$ -		\$ -		\$ -	80	\$ 13,600.00		\$ -		\$ -		\$ 13,600.00
WET or TCLP Extraction	\$ 75		\$ -		\$ -		\$ -	12	\$ 900.00		\$ -		\$ -		\$ 900.00
VOCs	\$ 150		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
SVOCs	\$ 300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Asbestos ARB Method 435A	\$ 90		\$ -		\$ -		\$ -	12	\$ 1,080.00		\$ -		\$ -		\$ 1,080.00
Acid Base Accounting	\$ 290		\$ -		\$ -		\$ -	8	\$ 2,320.00		\$ -		\$ -		\$ 2,320.00
Bioaccessibility (TBD)			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
ODC Subtotal by Task			\$ -		\$ -		\$ -		\$ 35,840.00		\$ -		\$ -		\$ 35,840.00
Fee (ODCs only)	15%		\$ -		\$ -		\$ -		\$ 3,584.00		\$ -		\$ -		\$ 3,584.00
ODC Subtotal			\$ -		\$ -		\$ -		\$ 39,424.00		\$ -		\$ -		\$ 39,424.00
TASK SUBTOTAL			\$ -		\$ 6,778.00		\$ 15,213.00		\$ 239,340.00		\$ 21,223.75		\$ 17,445.00		\$ 299,999.75
TOTAL BUDGET ESTIMATE															\$ 300,000

¹ Geocon may move funds between line items with the City's consent as long as the total budgeted amount is not exceeded.

² Subcontracted ODC costs are estimated. Actual costs will be charged at cost plus 15%.

CIH = Certified Industrial Hygienist

FSP = Field Sampling Plan

ODC = Other Direct Cost

PW = prevailing wage for public funding

QA = quality assurance

TBD = quantity and cost to be determined if needed



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

Title: Short-Term Rental Restrictions

Recommendation: That Council delay the decision to enact a cap or new restriction on the number of short-term rentals within the City

Prepared by: Tim Kiser, City Manager

Council Meeting Date: 11/22/2022

Date Prepared: 11/15/2022

Agenda: Administrative

Background Information: Earlier this year, Council discussed concerns regarding the shortage of low-income housing relative to the growing number of short-term rentals (STRs) that are being established in the City. However, staff has reported that the number of vacation home rentals is very low compared to total properties within allowable zones, with only 28 total vacation homes existing within the city limits, or 1% of residential properties within the allowed zones (approx. 2,800), and 24 registered Hosted STR's. Staff suggests that the council consider only Vacation home rentals in future discussions, as these are whole-home rentals, as opposed to Hosted STRs, which are rentals of a room or section of the house while the owner is still typically on-site. Staff finds that the Hosted STR type is utilized often by community members who are attempting to supplement their income with this arrangement, but still live in town and contribute to the community. Hosted STRs also do not take full home units out of the rental market.

To delve further into the City's STR data, staff is in the process of entering into a new contract with a STR monitoring and compliance company, Deckard, to utilize their Rentalscape Platform. After reviewing this platform, we believe it will provide us with thorough and detailed insight into the landscape of STRs in the city, allowing us to better understand how they are being utilized.

Staff is requesting for the council to delay the discussion regarding putting a cap on the number of STRs or enacting any new restrictions on STRs until more time has passed and more data collected through the Rentalscape monitoring platform, or until we've reached a higher percentage of vacation home rentals to available properties (staff is proposing revisiting the subject at 50 registered vacation home rentals).

Council Goals/Objectives: The item executes portions of work tasks towards achieving/maintaining Community and Sense of Place.

Fiscal Impact: This proposed contract will replace the previous STR monitoring contract with Host Compliance so is included in the FY2022-23 preliminary budget.

Funds Available: Yes

Account #: TBD

Reviewed by: City Manager



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

Title: Close City Hall to the Public the week of 12/26-12/30

Recommendation: That Council approve the motion to close the City Hall office to the public during the week between Christmas and New Years (12/26-12/30) to allow for flexible staff schedules during this period.

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Administrative

Background Information: In 2021, Council approved for staff to close City Hall the week between Christmas and New Year's Day. This closure was successful and resulted in no complaints from the public regarding the office being closed. Staff is requesting to close City Hall again for the week between the holidays. The closure would allow City Hall staff to have the option to either continue to work during this period or to have the flexibility to take time off to spend with their families.

Council Goals/Objectives: This item executes portions of work tasks toward achieving/maintaining High Performance Government and Quality Service.

Fiscal Impact: N/A.

Funds Available: N/A

Account #: N/A

Reviewed by: __ City Manager

Attachments:



City of Grass Valley City Council Agenda Action Sheet

Title: Downtown Streetscape Improvements Project - Contract Amendment

Recommendation: That Council 1) receive a brief update on the project, 2) authorize a contract amendment in the amount of \$122,450.00 for costs associated with custom planter construction and for adding a second work shift to expedite construction time, and 3) authorize the Administrative Services Director to execute the necessary budget transfer to fund the contract amendment

Prepared by: Bjorn P. Jones PE, City Engineer

Council Meeting Date: 11/22/2022

Date Prepared: 11/17/2022

Agenda: Administrative

Background Information: On April 26, 2022, Council authorized award of a Design-Build Contract with Sierra Foothills Construction Company for the Downtown Streetscape Improvements Project. The project involves the transformation of Mill Street (from Neal to West Main Street) and portions of Main Street (from Church Street to Richardson Street) to create a pedestrian friendly, town square atmosphere, allowing restaurants and retail businesses to expand operations into the city right of way.

The water line replacement work on Mill Street has now been completed. Bollard sleeves and concrete borders at both ends of Mill Street have been installed and construction of the parklets on Main Street is scheduled to be completed at the end of this month. The temporary concrete barriers in place at all of these locations will then be removed for the winter holiday festivities.

Staff has been working with Sierra Foothills Construction in an attempt to reduce the length of time that the construction fencing will be in place on Mill Street during each phase. The Contractor has estimated that the schedule can be expedited by up to two weeks per phase by working double shifts; reducing the closure time of each block of Mill Street from the original six weeks to approximately four weeks. The additional labor and operational costs to work double shifts is \$35,570.00.

On September 27, 2022, Council directed staff to evaluate design changes to include custom planters with integrated seating in place of some of the stacked rock planters currently approved with the contract. Concrete planters with corten steel facing, metal bench frames and wooden tops and backs are proposed at four locations. Additional costs proposed by the Contractor to proceed with construction of these custom planters is \$86,880.00.

In total, to fund these schedule changes and custom planter benches, Staff is requesting authorization of a contract amendment in the amount of \$122,450.00. At Council's direction a budget transfer of General Fund reserves would be executed to fund the additions.

Council Goals/Objectives: The Downtown Streetscape Improvements Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal #1 - Community and Sense of Place, Goal #4 - Economic Development and Vitality and Goal #7 - Water & Wastewater Systems & Underground Infrastructure.

Fiscal Impact: The Downtown Streetscape Improvements Project is fully funded in the 22/23 FY CIP Budget with a combination of Measure E funds, American Rescue Plan Act (ARPA) Funding, Water Rate Funds, Local Transportation Funds and General Funds. A budget transfer of additional General Funds would fund the added contract costs.

Funds Available: Yes

Account #: 300-406-66005

Reviewed by: City Manager