



GRASS VALLEY

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

Tuesday, February 10, 2026 at 6:00 PM

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

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

E-Mail: info@cityofgrassvalley.com

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

MEETING NOTICE

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

This meeting is being broadcast "live" on Comcast Channel 17 & 18 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/@cityofgrassvalley.com>

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.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Historic Legacy Award
2. Waste Management Presentation: Annual Update

CITY UPDATE

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

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

3. Approval of the Regular Meeting Minutes of January 13th, 2026.

Recommendation: Council approve minutes as submitted.

4. Centreville Bike Park Project- Rejection of proposals.
CEQA: Categorically Exempt - Section 15332 “In-Fill Development Projects”
Recommendation: That Council reject all proposals for the Centreville Bike Park Project and authorize immediate re-advertisement of Request for Proposals.

5. Authorization to Issue a Request for Proposals (RFP) for a Fire Department Standards of Cover Study
CEQA: Not a Project
Recommendation: That Council 1) approve the Fire Department to issue a Request for Proposals (RFP) and conduct a competitive procurement process for a comprehensive Fire Department Standards of Cover (SOC) Study.

6. Adoption of the City Banner Program Policy - East Main St
CEQA: Not a project
Recommendation: That the Council adopt the City Banner Program Policy establishing a structured process for organizations to partner with the City to display banners along East Main Street, and authorize the City Manager, or designee, to make non-substantive administrative updates to the policy as needed, consistent with the intent of the program.

7. Master Service Agreement with TUV-SUD/Registered Professional Forester
CEQA: Cal-EPP/EIR Exemption Authorized / CAL FIRE-CFIP provided per project
Recommendation: That the Council authorize the City Manager to sign/execute, subject to legal review.

8. Master Service Agreement with XYLOPlan® Wildfire Behavior Modeling Software
CEQA: Not a project
Recommendation: Authorize City Manager or their designee to sign/execute, subject to legal review

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

9. Historical Commission Quarterly Update
CEQA: Not a project
Recommendation: That Council receives quarterly update from Historical Commission.

BRIEF REPORTS BY COUNCIL MEMBERS

CONTINUATION OF PUBLIC COMMENT

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, February 10, 2025, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, February 5, 2026.

Taylor Whittingslow, City Clerk



GRASS VALLEY

**City Council Regular Meeting, Capital Improvements Authority and
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Tuesday, January 13, 2026 at 6:00 PM

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MINUTES

CALL TO ORDER

Meeting called to order at 6:04 pm.

PLEDGE OF ALLEGIANCE

Mayor Hodge led the Pledge of Allegiance.

ROLL CALL

PRESENT

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

AGENDA APPROVAL -

Motion made to approve the agenda as submitted by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

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

REPORT OUT OF CLOSED SESSION

Nothing to report out of closed session.

INTRODUCTIONS AND PRESENTATIONS

1. Stagecoach Hotel Veteran’s Housing Project

CITY UPDATE

PUBLIC COMMENT -

Virtual public comments are attached.

In-person speakers: Speakers 1 thru 4

CONSENT ITEMS -Councilmember Ivy requested that item #12 be removed from consent for discussion, seconded by Councilmember Bonomolo. Voting Yea: Councilmember Arbuckle, Councilmember Bonomolo, Councilmember Ivy, Vice Mayor Caravelli, Mayor Hodge

Motion made to approve consent with removal of #12 by Councilmember Arbuckle, seconded by Councilmember Ivy.

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

2. Approval of the Regular Meeting Minutes of December 9th, 20225

Recommendation: Council approve minutes as submitted.

3. McCourtney Rd Active Transportation Project - Award Contract

CEQA: Categorically Exempt - Section 15301 “Existing Facilities”

Recommendation: That Council 1) award a contract for the McCourtney Rd Active Transportation Project to Hansen Bros Enterprises, 2) authorize the Mayor to execute a construction contract, subject to legal review 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount,

4. Lyman Gilmore Field Lighting Project - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301, 15303 & 15322

Recommendation: That Council 1) award a contract for the Lyman Gilmore Field Lighting Project to Molokai Electric LLC, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

5. Loma Rica Ranch Grading Permit 18-04 - Accept Public Improvements

CEQA: An Environmental Impact Report was certified as part of the initial project approval

Recommendation: That Council accept the public improvements constructed as part of Grading Permit 18-04 for the Loma Rica Ranch development.

6. Amendment to Existing Larry Walker Associates Contract to Extend Regulatory Compliance Services

CEQA: Not a project

Recommendation: Authorize the Utilities Director to execute an amendment, subject to legal review, to the existing contract with Larry Walker Associates (LWA) in the amount of \$59,649, increasing the total contract amount to \$805,726, and extending services to support the City’s wastewater regulatory compliance through December 2026.

7. Contract Amendment with California Consulting for Grant Writing Services

CEQA: Not a project

Recommendation: The Council authorizes the City Manager to enter into Amendment No. 1 with California Consulting for grant writing services in the amount of \$22,800, subject to legal review.

8. Adoption of the Hometown Hero Banner Program Policy

CEQA: Not a project

Recommendation: That the Council adopt the Hometown Hero Banner Program Policy and authorize the City Manager, or designee, to make non-substantive administrative updates to the policy as needed, including application procedures, timelines, and formatting, provided such updates are consistent with the intent of the program.

9. Declaration of Surplus Fire Engine

CEQA: Not a Project

Recommendation: That Council 1) adopt Resolution 2026-01 Declaring Vehicles of the City of Grass Valley Surplus

10. MOU between the City of Grass Valley and Feral Land Project/NPO (501)(c))(3)

CEQA: Not a project

Recommendation: That the council authorize the City Manager or City Representative to sign/execute, pending legal review.

11. Participation in Property Assessed Clean Energy Programs (PACE)

CEQA: Adoption of a Resolution to authorize participation in these PACE programs is not considered a “project” pursuant to Section 15060(c)(3) under the California Environmental Quality Act (CEQA).

Recommendation: Approve Resolution 2026-02 to allow the conduct of special assessment proceedings for applicants within the City of Grass Valley by the California Statewide Communities Development Authority (CSCDA) for the purpose of financing or refinancing renewable energy, energy efficiency, water efficiency and seismic strengthening improvements.

12. MOU between City of Grass Valley and USFS (Tahoe-NUE)/USDA for the Use of an Air Curtain Incinerator (ACI) loan

CEQA: Not a project

Recommendation: That Council authorize City Manager or their City Representative to sign/execute the agreement, subject to legal review.

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

13. Resolution Supporting FireFly Wildfire Early Warning System, UC Davis, UC Berkeley, and Citris- Banatao Institute Innovations Research Group funding hub

CEQA: Not a project

Recommendation: That Council approve the attached Resolution and authorize the Mayor to execute the Resolution supporting the FireFly Wildfire Early Warning System and installation projects.

Duane Strauser, Community Risk Reduction Manager, gave the council an overview.

Motion made to approve the attached Resolution and authorize the Mayor to execute the Resolution supporting the FireFly Wildfire Early Warning System and installation projects by Councilmember Arbuckle, Seconded by Vice Mayor Caravelli.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Bonomolo commented on his year and thanked his fellow councilmembers for teaching him. Councilmember Ivy is working with staff on a CARB Grant and had a Pioneer Energy Meeting. Councilmember Arbuckle attended a League of California Cities Small and Rural Cities Group Board Liaison, Red Light Ball, Wreaths Across America, Staff Appreciation Breakfast, Martinis and a Movie, April 1st, Animal Shelter meeting with County, and Caring and Sharing Event. Vice Mayor Caravelli wanted to congratulate District 3 Supervisor Lisa, met with a potential developer, Veterans Meeting to discuss Banner Program, ERC Meeting, Caring and Sharing event, City Staff Breakfast, and Cultural Forward Arts Meeting. Mayor Hodge performed in a choir Christmas program, announced that Saint Piran's Day is on March 5th, and thanked the Toy Run folks for working to fix Mill St, and announced that the County will be holding a workshop at the end of the Month.

ADJOURN

Meeting adjourned at 7:07 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



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

Title: Centreville Bike Park Project- Rejection of proposals.

CEQA: Categorically Exempt - Section 15332 “In-Fill Development Projects”

Recommendation: That Council reject all proposals for the Centreville Bike Park Project and authorize immediate re-advertisement of Request for Proposals.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 2/10/2026

Date Prepared: 2/5/2026

Agenda: Consent

Background Information: The City issued a Request for Proposals (RFP) to solicit proposals for the Centreville Bike Park Project. The project involves the construction of a new bike pump track, parking lot, and restroom at 111 Centreville Rd, Grass Valley.

Three proposals were received in November of 2025. Following a comprehensive evaluation process, staff have determined that rejecting all proposals is in the City’s best interest. This action will allow the City to ensure full alignment with procurement standards, reduce potential contract risk, and promote fair and open competition.

Staff requests that Council reject all proposals at this time and authorize immediate re-advertisement of Request for Proposals for the Centreville Bike Park Project.

Council Goals/Objectives: The Centreville Bike Park Project fulfills Recreation and Parks objectives outlined in the adopted Grass Valley Strategic Plan.

Fiscal Impact: This project is fully funded with Measure E funds.

Funds Available: Yes

Account #: 200-406-66658

Reviewed by: City Manager



City of Grass Valley City Council Agenda Action Sheet

Title: Authorization to Issue a Request for Proposals (RFP) for a Fire Department Standards of Cover Study

CEQA: Not a Project

Recommendation: That Council 1) approve the Fire Department to issue a Request for Proposals (RFP) and conduct a competitive procurement process for a comprehensive Fire Department Standards of Cover (SOC) Study.

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 02-10-2026

Date Prepared: 01-19-2026

Agenda: Consent

Background Information: The Fire Department is requesting City Council authorization to issue a Request for Proposals (RFP) for a Standards of Cover (SOC) Study. A SOC Study is a nationally recognized evaluation that analyzes community risk, service demand, deployment models, response performance, and resource allocation. The results of the study will provide data-driven recommendations to ensure the City's fire and emergency services are aligned with community risk, service expectations, and best practices.

The City of Grass Valley Fire Department has experienced significant changes in recent years, including increased call volume, expanded service delivery, enhanced staffing models, implementation of Advanced Life Support (ALS) services, and growing wildfire risk.

In addition to service demands within the City, the Grass Valley Fire Department is increasingly impacted by responses to partner agencies throughout Nevada County. Due to the geographic location of the City's fire stations and the regional closest-resource response model, Grass Valley units are frequently dispatched to incidents outside City limits to support neighboring agencies. These responses are a critical component of regional emergency service delivery but also influence unit availability, concurrency, and response performance within the City.

A Standards of Cover Study is a foundational planning tool used by fire agencies to objectively assess current service levels, identify gaps, and establish measurable performance benchmarks such as response time objectives, staffing models, apparatus deployment, and station location effectiveness.

The proposed RFP will seek qualified consulting firms with demonstrated experience conducting fire service Standards of Cover studies consistent with industry standards, including the Commission on Fire Accreditation International (CFAI) and National Fire Protection Association (NFPA) guidance.

The Fire Department will also reach out to regional partner agencies to explore opportunities for collaboration and data sharing as part of the SOC Study. Coordination with partner agencies will help ensure the study accurately reflects regional response patterns, mutual aid utilization, and the operational realities of providing service within a countywide system.

The scope of work is expected to include, but not be limited to:

- Community risk assessment and hazard analysis
- Evaluation of current and projected service demand
- Review of response performance and deployment strategies
- Analysis of staffing, apparatus, and station locations
- Evaluation of regional response patterns and mutual aid impacts
- Identification of service gaps and operational risks
- Development of performance benchmarks and improvement recommendations

Issuing an RFP does not obligate the City to award a contract. Any recommended consultant selection and contract award will be brought back to City Council for approval.

Authorization to issue an RFP for a Standards of Cover Study is a proactive step that supports responsible planning, transparency, and data-driven decision-making. The study will provide City Council with objective information regarding both City and regional service demands and will support informed policy, staffing, and capital planning decisions in alignment with community and regional public safety needs.

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

Fiscal Impact: There is no immediate fiscal impact associated with issuing the RFP. Potential funding sources will be determined based on the level of participation by partner agencies.

Funds Available:

Account #:

Reviewed by:

Attachments:



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

Title: Adoption of the City Banner Program Policy - East Main St

CEQA: Not a project

Recommendation: That the Council adopt the City Banner Program Policy establishing a structured process for organizations to partner with the City to display banners along East Main Street, and authorize the City Manager, or designee, to make non-substantive administrative updates to the policy as needed, consistent with the intent of the program.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 2/10/2026

Date Prepared: 2/5/2026

Agenda: Consent

Background Information: The City Banner Program provides an opportunity for local organizations to partner with the City to display banners celebrating the community, achievements, history, education, arts, and sports along East Main Street between Bennett Street and South Auburn Street. The program enhances the downtown streetscape while maintaining City oversight, design consistency, and neutrality.

The City periodically receives requests from organizations seeking to display banners in the downtown corridor. This policy establishes a clear, transparent framework for evaluating banner requests while protecting the visual character of downtown.

Seven banner locations are available along East Main Street. Each location accommodates one double-sided banner. Placement and rotation schedules are determined by City staff. Banners must be 24 inches by 48 inches, vertically oriented, family-friendly, and suitable for public display. Final designs are subject to City approval. Applications are reviewed by City staff and two City Council members. Final approval and scheduling remain with the City. The City Manager or designee may make non-substantive administrative updates. Substantive changes require City Council approval.

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 Banner Policy

City of Grass Valley

City Banner Program – E. Main Street

Providing an opportunity for city groups and organizations to celebrate achievements (past and present) in partnership with the City to enhance the downtown streetscape.

Program Purpose

The City of Grass Valley City Banner Program allows local organizations to partner with the City to display banners along East Main Street between Bennett Street and South Auburn Street. The program is intended to celebrate community (i.e. local history, local arts, local sports), while maintaining a consistent and attractive downtown environment.

This program is separate from and distinct from the City's Hometown Hero Banner Program.

Banner Availability & Locations

- Seven (7) banner locations are available along East Main Street between Bennett Street and South Auburn Street
- Each banner location accommodates a double-sided banner, allowing for two different designs (front and back)
- Banner placement locations are determined solely by City staff.

Eligible Applicants

Eligible applicants able to partner with the City include, but are not limited to:

- Government Agencies
- Local Schools
- Youth, recreational, and sports organizations
- Arts groups
- Nonprofits

No advertising of any kind, political messaging, and/or religious advocacy is not permitted.

Banner Design Requirements

Applicants must submit a complete banner design meeting the following specifications:

- Banner size: 24 inches wide by 48 inches tall
- Orientation: Vertical
- Designs: One design per side (front and back may differ)
- Design must be family-friendly and appropriate for public display (approved by the City)
- Design must be clear, high-quality, and suitable for viewing from the public right-of-way
- All text must be large enough to be easily legible from a distance (generally 200-point font or larger, depending on typeface and layout)
- Color scheme to be provided by the City to be consistent with City seasonal themes
- No profanity, discriminatory language, or imagery

Final banner designs are subject to City approval and may require revisions prior to acceptance.

Application & Review Process

1. Applicants submit a completed application, banner design(s), and required documentation.
2. City staff review submissions for completeness and compliance with program requirements.
3. Designs are reviewed by City staff and two (2) City Council members for content appropriateness and alignment with City standards.
4. The City retains final authority over banner approval, placement, and display scheduling.

Submission or approval does not guarantee future placement or renewal.

Program Cost

The cost is \$150 per banner.

The fee includes:

- Banner production and printing
- Hardware
- Installation and removal

The City does not generate revenue from this program. Fees reflect actual production and operational costs.

Display Period

Banner display periods will be established by City staff based on availability, seasonal considerations, and program demand.

The City reserves the right to remove banners early if necessary due to weather, safety concerns, or unforeseen circumstances.

Terms & Conditions

- Banner locations and rotation schedules are determined by the City.
- Approved banners may not be altered after installation.
- The City is not responsible for damage caused by weather, vandalism, or normal wear.
- Banners will be removed at the end of the approved display period.

City Banner Program – Application Form

City of Grass Valley

Organization Information

- Organization Name: _____
- Contact Person: _____
- Phone: _____
- Email: _____
- Mailing Address: _____

Organization Type (check one):

- School / Educational Program
- Historical or Cultural Organization
- Arts / Music / Theater Group
- Sports or Youth Organization
- Nonprofit Organization
- Other (please describe): _____

Banner Information

- Number of banners requested: One
- Banner size: **24" x 48" (vertical)**
- Designs submitted:
 - Front design attached
 - Back design attached (if different)

Brief description of banner message/theme:

Acknowledgements (Required)

- I understand banner placement locations and display periods are determined by the City.
- I understand submission does not guarantee approval or future placement.
- I understand advertising of any kind, political messaging, and religious advocacy are not permitted.
- I understand the banner fee is **\$150 per banner**, covering production, installation, and removal.

Authorized Signature: _____

Date: _____

Staff Banner Design Review Checklist

(Internal Use – Staff + Council Review)

Application Review

- Application complete
- Eligible organization type
- Fee received or invoiced

Design Specifications

- Correct size (24" x 48")
- Vertical orientation
- Front design provided
- Back design provided (if applicable)

Content Review

- Family-friendly and appropriate for public display
- No profanity or offensive imagery
- No advertising
- No political messaging
- No religious advocacy
- Message aligns with community-focused purpose

Review & Approval

- Reviewed by City staff
- Reviewed by Council Member #1
- Reviewed by Council Member #2

Final Determination

- Approved as submitted
- Approved with revisions
- Not approved

Notes:



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

Title: Master Service Agreement with TUV-SUD/Registered Professional Forester

CEQA: Cal-EPP/EIR Exemption Authorized / CAL FIRE-CFIP provided per project

Recommendation: That the Council authorize the City Manager to sign/execute, subject to legal review.

Prepared by: Duane Strawser, OES/CRRM

Council Meeting Date: 02/10/2026

Date Prepared: 02/03/2026

Agenda: Consent

Background Information:

The City of Grass Valley has applied for a California Forest Improvement Program (CFIP) grant to obtain funding required to assist in treating 120 of the 180-acre Loma Rica Open Space parcel/s, portions of Condon Park, and others TBD owned by the City. The current over-forested hazardous tree/vegetation conditions pose an imminent wildfire ignition hazard.

To this end, the Measure-B dept. is required by CAL FIRE to obtain a Master Services Agreement (MSA) from a Registered Professional Forester (RPF). The Grass Valley City Council previously voted to support this wildfire mitigation project by authorizing RPF services from a different provider, who unfortunately withdrew from providing RPF services for this project.

Therefore, an updated MSA is required from a newly sourced RPF agency. This MSA agreement follows the same wording and guidelines as the previous MSA cleared by the City Council.

Council Goals/Objectives: This action attempts to achieve the following strategic goals:

GOAL #1 - Long-term improvement of the local environment via forest health practices.

GOAL #2 - Community, Sense of Place, and Quality of Life via Nature/Beautification

GOAL #3 - Public Safety via Wildfire Risk Land Management

Fiscal Impact: N/A - TBD, little/no City expenditures projected beyond pre-budgeted funds

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Master Service Agreement



TÜV SÜD America Inc.
 401 Edgewater Place, Suite 500
 Wakefield, MA 01880
 Phone: (978) 573-2500
 E-mail: legal-us@tuvsud.com

Forestry Division
 12503 Loma Rica Dr
 Grass Valley, CA 95945
 Email: katherine.benedict@tuvsud.com

TÜV SÜD America Inc. Master Services Agreement- Forestry Division

This Master Services Agreement (“Agreement”) is made and entered into as of 12/17/2025, the Effective Date (“Effective Date”) between TÜV SÜD America Inc. (“TÜV SÜD”), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its headquarters located at 401 Edgewater Place, Suite 500, Wakefield, MA 01880 and City of Grass Valley (“Customer”) with its place of business at 125 E Main Street, Grass Valley, CA 95945. TÜV SÜD and Customer, individually as a Party and collectively referred to as Parties, agree to the following:

1. Services/Statements of Work.

- A. From time to time, the Customer may engage TÜV SÜD, on an independent contractor basis, for services (the “Services”) set forth in the Statement of Work (“SOW”) entered into between Customer and TÜV SÜD incorporating the terms and conditions of this Agreement by reference. Each such SOW will set forth the Services, deliverable schedules and the cost of the Services, which upon execution, shall become part of this Agreement.
- B. Alterations, modifications or adjustments to the original SOW shall be affected by a writing delineating the exact nature of the modification to the original SOW, including but not limited to location, timeline, scope of work and price.
- C. TÜV SÜD America Inc. believes that independence, impartiality, and integrity are a critical part of its mission and core values. We expect our customers, partners, suppliers, and contractors to follow the principles in our Code of Conduct located at https://www.tuvsud.com/en/-/media/global/pdf-files/code-of-ethics/tvsd_code_of_conduct_brochure_en_230308.pdf.
- D. Customer acknowledges and agrees that the Services are provided in accordance with the terms set forth in the Proposal attached hereto as **Appendix A**, which is incorporated herein by reference, as if set forth in full.

2. Changed Conditions and Extra Work.

- A. Customer and TÜV SÜD acknowledge that the scope of services described in Appendix A are based upon conditions and requirements existing at the time of the execution of this Agreement. Events involving other contractors on the property and changes to any applicable codes, laws, ordinances and regulations may require changes to the Work Product and additional charges. Both Parties acknowledge that clarifications, adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements.
- B. In the event Customer or TÜV SÜD become aware of conditions that necessitate alterations to the Statement of Work, both Parties agree to timely notify the other and to engage to prepare the necessary changes to TÜV SÜD’s Statement of Work. TÜV SÜD shall not be bound by changes to Statement of Work unless mutually agreed upon in writing.
- C. Customer agrees that any logging or other forest management contracts for any project which involves TÜV SÜD’s Work Product shall include a provision that requires the logging or other forest management contract to notify Customer of any changed field or other conditions after which Customer shall timely notify TÜV SÜD.
- D. Customer acknowledges that in some situations, time is of the essence, and TÜV SÜD may have to make immediate decisions in the field to perform additional services or incur unanticipated costs outside of the Statement of Work that TÜV SÜD deems in the best interest of safety, compliance with regulatory requirements, or to achieve the project objectives. Customer agrees that if services not specified in this Agreement are provided under such circumstances, TÜV SÜD will notify Customer of the work and Customer agrees to timely pay for all such services at the rates set forth (unless otherwise agreed herein) in Appendix B. Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.



TÜV SÜD America Inc.
 401 Edgewater Place, Suite 500
 Wakefield, MA 01880
 Phone: (978) 573-2500
[E-mail: legal-us@tuvsud.com](mailto:legal-us@tuvsud.com)

Forestry Division
 12503 Loma Rica Dr
 Grass Valley, CA 95945
[Email: katherine.benedict@tuvsud.com](mailto:katherine.benedict@tuvsud.com)

3. Fees and Payments.

- A. Unless otherwise agreed in writing between the Parties, fees charged by TÜV SÜD shall be calculated pursuant to the TÜV SÜD SOW and any applicable price schedules in Appendix B of TÜV SÜD in effect at the time of acceptance of the SOW. TÜV SÜD reserves the right to adjust fees upon 30 day notice.
- B. All new customers are subject to credit approval. TÜV SÜD may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Customer's financial condition, TÜV SÜD may withhold performance of Services, require cash payments, or advance payments, or require other satisfactory financial security before performance of Services.
- C. All invoices shall be due net 30 days from invoice date in United States Dollars. Customer agrees that a monthly administrative and finance charge of 1.5% of the outstanding account balance, but not in excess of the maximum allowed by law, will be payable by Customer for any account over 30 days past due. Customer also agrees to pay TÜV SÜD's costs of collection, including attorneys' fees, incurred in collecting any past due amounts. TÜV SÜD reserves the right to suspend performance of Services until payment is received in full for Services rendered. Such suspension of Services may include, without limitation, the refusal to issue a report or any deliverable.
- D. If Customer disputes all or any portion of an invoice, Customer must deliver written notice to TÜV SÜD within 14 days of receipt of the invoice. Failure by Customer to submit any questions or concerns within that 14-day period shall constitute a waiver of Customer's claim and an agreement by Customer to pay the invoice in full. If Customer disputes a portion of the invoice, Customer must pay the undisputed portion in accordance with this section. Upon resolution of the dispute in favor of TÜV SÜD, Customer must pay the undisputed portion or the remainder of the invoice, plus any accrued interest.
- E. TÜV SÜD may suspend Services if an undisputed invoice is more than 15 days past due. TÜV SÜD may terminate this Agreement if an undisputed invoice is more than 30 days past due. Unless otherwise prohibited by law, TÜV SÜD may also terminate this Agreement immediately in the event of a material adverse change in Customer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.
- F. The fees for TÜV SÜD's Services do not include taxes, excises, fees, duties, or other government charges related to the Services. Customer shall be responsible for paying any and all taxes which apply now or in the future to these Services or to Customer's payments, other than taxes on TÜV SÜD's net income. In the event TÜV SÜD may be required to collect or pay taxes for which Customer is responsible, TÜV SÜD may increase its charges to Customer by an equal amount.
- G. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which TÜV SÜD may have for the performance of services pursuant to this Agreement. Customer agrees to separately provide to TÜV SÜD the present name and address of the record owner of the property on which TÜV SÜD is to perform its Services. Customer also agrees to separately provide TÜV SÜD with the name and address of all persons, including lenders, who are entitled to receive a preliminary notice.

4. Standard of Care, Limited Warranty and Disclaimer.

- A. TÜV SÜD warrants the Services performed by it shall be performed in accordance with the requirements of the accepted and binding SOW and in accordance with the relevant standards and procedures and the applicable requirements. In the event that the Services performed by TÜV SÜD do not comply with this warranty, Customer shall notify TÜV SÜD in writing of the noncompliance within 30 days of TÜV SÜD's completion of such Services, and TÜV SÜD shall re-perform the non-conforming Services. The failure of Customer to so notify TÜV SÜD of a claim that Services did not comply with this warranty within the foregoing period shall constitute an irrevocable waiver of that claim. Customer understands and agrees that TÜV SÜD's warranty extends only to the specific SOW.
- B. TÜV SÜD cannot and does not provide any warrantee or guarantee, expressed or implied, that the implementation of any logging or other forest management or vegetation work arising out of the TÜV SÜD's work product will prevent wildfires from starting or being spread on the Customer's property. TÜV SÜD's management of the work undertaken on the Customer's property may be intended to reduce the risk of wildfire starting or spreading and make the property more defensible against fire. Notwithstanding the foregoing, the parties acknowledge and agree that TÜV SÜD's services cannot eliminate that risk entirely, and do not purport to imply that all that other hazards do not exist.



TÜV SÜD America Inc.
 401 Edgewater Place, Suite 500
 Wakefield, MA 01880
 Phone: (978) 573-2500
 E-mail: legal-us@tuvsud.com

Forestry Division
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 Grass Valley, CA 95945
 Email: katherine.benedict@tuvsud.com

- C. TÜV SÜD shall exercise usual and customary professional care in developing Work Products to comply with TÜV SÜD's current understanding of the applicable federal, state or local regulatory requirements. Parties understand and agree that regulatory requirements may change rapidly and that TÜV SÜD does not make any guarantee or warranty either expressed or implied that its Work Product complies with every regulatory requirement.
- D. EXCEPT AS EXPRESSLY SET FORTH AND LIMITED ABOVE, TÜV SÜD MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED HEREUNDER. TÜV SÜD SPECIFICALLY DISCLAIMS ANY WARRANTIES WITH REGARD TO GENERAL SAFETY, NON-INFRINGEMENT OR EFFECTIVENESS OF FACILITIES OR WITH REGARD TO THE MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF TÜV SÜD'S SERVICES THEMSELVES. THE OBLIGATIONS OF TÜV SÜD UNDER THIS LIMITED WARRANTY ARE CUSTOMER'S EXCLUSIVE REMEDY AND TÜV SÜD'S SOLE LIABILITY FOR ANY BREACH OF WARRANTY.
- E. Much of the work performed by TÜV SÜD relates to projects which involve issues under active consideration in the policy and legislative arenas. Customer acknowledges that TÜV SÜD is unable to warranty the course or outcome of the projects concerned. TÜV SÜD shall therefore not be liable to Customer, for any acts or omissions in the performance of the Services agreed to in this Agreement except if such acts or omissions of TÜV SÜD are due to its breach of this Agreement or to negligence or willful misconduct.

5. Responsibilities of the Customer

- A. **Authorization to Undertake Work.** Customer represents to TÜV SÜD that Customer has obtained all necessary permissions for TÜV SÜD to execute the Scope of Work. Customer is bound to furnish all necessary verification, including but not limited to, property deeds, resource ownership contracts, or lease documents, associated with performing the Scope of Work. If Customer is acting on behalf of another Party or other Parties have interest in Project, such as additional landowners, Customer agrees to inform TÜV SÜD of other Party's interest however formal or informal and provide all necessary authorizations in written form for the TÜV SÜD to execute the Scope of Work in good faith and in a legal manner.
- B. **Property Boundaries.** Customer agrees to provide TÜV SÜD with any and all available documents to assist in identifying the ownership location and the condition of the Property associated with the Scope of Work, including but not limited to, deeds, maps, title reports and information, and permits. The TÜV SÜD will make best efforts to utilize property boundary information provided, however, it is the sole responsibility of the Customer to establish property boundaries. The Customer assumes all responsibility associated with the identification and establishment of property boundaries and holds the TÜV SÜD free from any and all liability of the results of the incorrect identification or establishment of property boundaries. If there is any uncertainty as to actual property boundaries and the Project will take place close to such boundaries, Customer shall so advise TÜV SÜD and Customer shall hire a licensed surveyor to establish property boundaries including clear on-the-ground flagging or other delineation or amend the scope of work to eliminate areas of uncertainty from the Project.
- C. **Property Access.** The Customer hereby provides authorization of the owner to enter upon the Property associated with the Scope of Work and any ingress or egress routes on foot or by motorized vehicle for the purpose of conducting TÜV SÜD's Services thereon. If additional documentation to enter the Property is required, it shall be attached to this Agreement as an agreement and incorporated herein by this reference. Customer also provides authorization of the owner to allow TÜV SÜD to extend authorization of entry upon property to all invitees of TÜV SÜD whom the TÜV SÜD believes are necessary for the completion of the project, including agency officials as required to complete Scope of Work, until the TÜV SÜD determines that it is no longer necessary.
- D. **Premises Management.** It is the responsibility of the Customer to ensure that safe working conditions exist at the property before the TÜV SÜD enters the premises, and as such in cases involving issues of workplace safety on third Party premises, the Customer shall also provide indemnification for any and all related claims of TÜV SÜD officers, directors, employees, agents or invitees arising out of dangerous conditions on the property.



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- E. Payment of Costs.** Customer shall pay the costs of checking and inspection fees, all application fees, assessment fees, permit fees, permits, bond premiums, title company charges, and all other charges not specifically covered by the terms of this Agreement
- F. Third Party Compliance with Law.** The Customer shall notify TÜV SÜD if Customer is aware that any public agency permits associated with Project have or have not been obtained, or if illegal activity is occurring on the property. If TÜV SÜD becomes aware of illegal activity, including but not limited to environmental compliance and permitting, TÜV SÜD may cease work on the Project, as required by California state or federal law. TÜV SÜD may also, at its option, inform authorities involved with the Project. California state law, however, does not impose a duty on TÜV SÜD to investigate whether or not permits have been obtained or other legal compliance by the property owner.
- 6. Notification and Indemnification Related to Fire Risk.** Parties understand and agree that if the work of TÜV SÜD is to assist with property management to reduce fire risk. Such work, however, in no way guarantees future fire behavior or frequency. To that end, the Customer hereby covenants that it will advise property owners that the work of TÜV SÜD does not provide any guarantee, and the Customer will fully indemnify TÜV SÜD under Section 9 from any claims relating to fire made against TÜV SÜD. This provision survives contract termination for a period of twenty years.
- 7. Term/Termination.** The term of the Agreement shall commence on the Effective Date and continue until terminated by either Party with or without cause upon fourteen (14) days prior written notice to the other Party. In case of termination, of the Agreement or any SOW hereunder, however occurring, TÜV SÜD is entitled to demand, and Customer shall be obligated to pay a proportion of the contractual remuneration equal to the proportion (if any) of the Services/work carried out up through and including the date of termination.
- 8. Relationship of the Parties.** TÜV SÜD is an independent contractor for the provision of Services, not an agent of the Customer. Neither Party has the authority to act on behalf of or to bind the other Party with respect to any promise or representation unless specifically authorized in writing.
- 9. LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING FROM ANY ACTION OR OMISSION OF A PARTY RELATING IN ANY WAY TO THE SERVICES PROVIDED OR TO THE AGREEMENT, EVEN IF A PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS OR FAILURE TO REALIZE EXPECTED SAVING AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). A PARTY'S ENTIRE LIABILITY, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THE AGREEMENT, REGARDLESS OF THE FORM OR NATURE OF THE ACTION, SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER UNDER THE SOW. THIS PROVISION SHALL BE SUBJECT TO LIMITATIONS SET FORTH HEREIN REGARDING THE LACK OF GUARANTEE ASSOCIATED WITH THE PREVENTION OF FIRE IGNITION OR REDUCED FIRE SPREAD WITHIN THE PROJECT AREA. No claim may be asserted by either Party against the other Party with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted.
- 10. Indemnification.** Customer assumes and shall defend, indemnify and hold TÜV SÜD harmless from all responsibility to Customer and third Parties for personal injury and property damage, relating in any way to the Services provided by TÜV SÜD resulting from Customer's negligence. Customer further agrees to indemnify TÜV SÜD for all costs (including reasonable attorneys' fees) incurred by TÜV SÜD in defending any such claims or in establishing its right to indemnification. TÜV SÜD assumes and shall defend, indemnify and hold Customer harmless from all responsibility to Customer and third Parties for personal injury and property damage, relating in any way to the Services provided by TÜV SÜD resulting from TÜV SÜD's negligence. TÜV SÜD further agrees to indemnify Customer for all costs (including reasonable attorneys' fees) incurred by Customer in defending any such claims or in establishing its right to indemnification. Each Party shall promptly notify the other Party of any such claim or proceeding. However, delay in notifying a Party will not relieve a Party from any obligation except to the extent the delay harmed a Party. Customer may assume the defense of such claim or proceeding, and TÜV SÜD shall provide

reasonable cooperation with Customer, at Customer's expense, in the investigation of any such claim or proceeding. Customer shall not settle or otherwise

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 401 Edgewater Place, Suite 500
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consent to a judgment that diminishes TÜV SÜD's rights or interests without TÜV SÜD's express written consent. If Customer fails to assume such defense, TÜV SÜD may defend or settle such claim at Customer's expense.

11. Non-Exclusivity. This Agreement is non-exclusive and nothing herein shall prohibit or restrict the Parties from entering into the same or similar relationships with other Parties, including, without limitation, competitors of the other Party. Further, notwithstanding anything to the contrary in this Agreement, TÜV SÜD may decline to accept a proposed SOW for any reason in its sole and absolute discretion.

12. Intellectual Property Rights.

- A. Ownership of Work Product.** Customer acknowledges that all original papers, documents, spreadsheets, maps, and other work products whether electronic or hard copy ("Work Product") produced by TÜV SÜD pursuant to this Agreement, shall remain the property of TÜV SÜD. Customer shall have the license to use the final documents for the purposes set forth in Scope of Work and any documents which are required to be filed with public agencies shall become public documents. TÜV SÜD shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Customer. Customer further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Customer is not in default pursuant to the terms and conditions of this Agreement and Customer has performed all obligations under this Agreement.
- B. Use of Work Product.** Customer agrees not to use or permit any other person to use Work Product prepared by TÜV SÜD, which Work Product is not final, and which is not signed, and stamped or sealed by TÜV SÜD. Customer agrees that TÜV SÜD is not responsible for any such use of non-final Work Product and waives any right to claim liability against TÜV SÜD, therefore. Customer further agrees that final Work Product is for the sole use of Customer for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by TÜV SÜD in writing prior to any such use, alteration, or reproduction.
- C. Changes in Work Product.** In the event Customer makes changes to TÜV SÜD's written work product or plans prepared pursuant to this Agreement, which TÜV SÜD has not approved or ratified, Customer acknowledges that such changes and the effects thereof are not the responsibility of TÜV SÜD. Customer agrees that TÜV SÜD is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless TÜV SÜD, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising out of such changed document.

13. Assignments. The Parties shall not assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior consent of the other Party. TÜV SÜD may delegate its obligations to its affiliates, agents, suppliers, and contractors, and TÜV SÜD may disclose to any such persons any information required by them to perform the duties so delegated to them, but such delegation shall not relieve TÜV SÜD of its obligations under the Agreement.

14. Confidentiality.

- A.** Subject to the exceptions in this Section 13 "Confidential Information" will mean all of the information (whether in writing, orally, tangible or intangible, or by another means) that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") under an Order, which information is either in writing and marked "confidential", "restricted", or "proprietary", or if disclosed orally or through access to facilities, is identified as being confidential at the time of disclosure, or from all the relevant circumstances should reasonably be assumed to be confidential and proprietary whether or not such information is marked or identified as "confidential", "restricted" or "proprietary" at the time of disclosure.
- B.** Each Party hereby agrees that it shall not disclose, directly or indirectly, any of the Confidential Information to any individual, firm, company, or other entity and shall not use any Confidential Information in any manner whatsoever except as permitted under the Agreement, unless such Confidential Information (a) is now in the public domain or subsequently enters the public domain



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- through no action or fault of the Receiving Party; (b) is known by or available to the Receiving Party from its own independent sources prior to its receipt thereof under an Order; (c) the Receiving Party receives from any third Party having a legal right to transmit such information without any obligation to the Disclosing Party to keep such information confidential; or (d) is independently developed by the Receiving Party's employees, agents, or contractors.
- C. The Receiving Party agrees to treat all of the Disclosing Party's Confidential Information with the same degree of care to avoid disclosure to any third Party as the Receiving Party uses with respect to its own information of like importance, and in any event no less than reasonable care. Notwithstanding the foregoing, a Party may disclose (i) Confidential Information of the other Party to its Affiliates, and to the Party's and/or its Affiliates' directors, employees, TÜV SÜDs, and agents who, in each case, have a specific need to know such Confidential Information and who are bound by a like obligation of confidentiality and restriction on use, or (ii) Confidential Information of the other Party to the extent such disclosure is required to comply with applicable law or to defend or prosecute litigation; provided, however, that in each case the receiving Party provides prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid or minimize the degree of such disclosure.
- D. In the event that the Receiving Party is ordered by a court or other governmental entity to disclose any of the Disclosing Party's Confidential Information the Receiving Party shall be permitted to so disclose that Confidential Information. Receiving Party shall give the Disclosing Party prompt written notice of the order so as to allow the Disclosing Party to seek a protective order or similar relief.
- E. This Agreement being signed between Customer and TÜV SÜD shall override, apply, and supersede any and all other agreements where TÜV SÜD is being asked or required to sign NDA/Confidentiality/Hold Harmless/Indemnification Customer site specific agreements to be able to enter Customer site location.
- F. Unless otherwise mutually agreed in writing, the Receiving Party's obligations under this paragraph with respect to each item of Confidential Information shall terminate two (2) years after the date of the receipt of that item by the Receiving Party.
- G. At the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly return or destroy all Confidential Information and all materials prepared by the Receiving Party or its Representatives based on the Confidential Information. The Receiving Party may (a) retain one copy of the Confidential Information for archival purposes; and (b) retain copies stored in automated computer backup systems. It is expressly agreed by the Parties that as required by applicable law, regulation, program, or licensing or accreditation body in connection with performing the Services described herein that TÜV SÜD have the right to: disclose such information to the accreditation or regulatory bodies or program. In addition, TÜV SÜD, shall have the right to retain copies of the Confidential Information for the applicable limitations period imposed by any such bodies or program during which time it shall remain subject to the confidentiality restrictions set forth in this Section 13.
- H. Any Confidential Information that contains personal data shall be deleted and a written certification of disposal provided to the Disclosing Party within thirty (30) calendar days of Disclosing Party's written request unless such personal data must be retained in accordance with applicable law.
- 15. Governing Law.** The validity, performance and construction of this Agreement shall be governed by the laws of the state of California.
- 16. Arbitration.**
- A. *Informal Discussion.* In the event of any dispute or disagreement between Customer and TÜV SÜD with respect to the interpretation of any provision of the Agreement, the performance of TÜV SÜD or Customer under any Order, or any other matter related to any Order, upon the written request of either Party, authorized representatives of Customer and TÜV SÜD will meet for the purpose of resolving such dispute or disagreement. Those representatives will discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto.



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Grass Valley, CA 95945
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17. Notices. Any notice or other correspondence required or permitted to be given pursuant to this Agreement or any SOW shall be in writing and shall be deemed to have been given at the time when personally delivered, if served personally, at the time of transmission if sent by email (with return receipt requested), facsimile transmission (so long as such transmission is evidenced by a written confirmation of successful transmission), or on the third day following the date of postmark by first-class mail, postage prepaid, addressed to the addressee set forth below or such other address, as either Party hereto may designate by notice to the other Party.

If to Customer: City of Grass Valley
Attn: Duane Strawser
125 E Main Street
Grass Valley, CA 95945
Email: dstrawser@cityofgrassvalley.com

If to TÜV SÜD:
401 Edgewater Place, Suite 500
Wakefield, MA 01880
Attn: Legal Department
Email: legal-us@tuvsud.com

18. Export Control and Embargo Restrictions.

- A. TÜV SÜD does not have the obligation to provide Services to the extent that and for as long as such provision of Services would result in violations of export control and embargo restrictions. In such a case, TÜV SÜD agrees to promptly notify the Customer in writing that such Services may not be provided.
- B. In the event that TÜV SÜD is prevented from timely providing its Services due to a delay in obtaining permits, licenses or other official procedures imposed by restrictions under export control and embargo law, the delivery and completion deadlines agreed to by TÜV SÜD and the Customer shall be extended by the duration of time caused by such delay. In such a case, TÜV SÜD agrees to promptly notify the Customer in writing.
- C. Where the delays due to Section 18.A or 18B, last longer than six months beyond the date of initial notification of the Customer by TÜV SÜD, either Party has the right to terminate the Agreement. The Customer may not assert any additional claims based on Sections 15.1 and 15.2, including, but not limited to, claims for damages.
- D. The Customer has the obligation to observe the export control and embargo law restrictions, as applicable and in effect at the time, and to obtain any permits or licenses that may have to be obtained. In case of a violation of export control and embargo restrictions by the Customer, TÜV SÜD has the right to terminate the Agreement.
- E. To the extent requested to do so, the Customer has the obligation to promptly provide TÜV SÜD with any and all information or certifications on the intended use, final recipient and end use of the Services to be provided by TÜV SÜD, including, without limitation, the obligation to issue or provide what is referred to as an end-user certificate (EUC).



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- F. The Customer agrees to indemnify TÜV SÜD to the full extent against any and all claims that may be asserted against TÜV SÜD by authorities or other third Parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the Customer and agrees to indemnify TÜV SÜD for and against any and all losses sustained, damage suffered, and expenses incurred as a result.
- 19. Force Majeure.** If either Party is unable to perform or suffers delay in performance due to any cause beyond its reasonable control, (regardless of whether the cause was foreseeable), including without limitation, acts of God, natural catastrophes, acts or omissions of a government or its agencies or departments, pandemics, labor strikes, lockouts or other disturbances, wars, riots, cyber-attacks, terrorist attacks or difficulties in procuring labor, energy shortages, shortage of suitable parts or materials, computer malfunctions, transportation problems, or Customer's failure to fulfill its obligations, the time for performance shall be extended by a period equal to the length of time it takes to overcome the effect of the event. A Party shall immediately notify the other Party after becoming aware of any such event. If there are force majeure delays exceeding 60 days in the aggregate, TÜV SÜD may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.
- 20. Entire Agreement.** This Agreement between the Parties sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.
- 21. RESERVED**
- 22. Severability.** If any parts of the Agreement are held to be invalid, illegal, or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired and shall continue in full force and effect, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.
- 23. Order of Precedence.** If there is an inconsistency between the operative provisions of this Agreement and a SOW, then the operative provisions of the SOW shall prevail with respect to the relevant Services to the extent of such inconsistency.
- 24. No Joint Venture; Further Assurances.** This Agreement does not create a partnership or joint venture between the Parties. Each Party, upon the reasonable request of the other, shall perform such further acts and execute such further documents as may be necessary to carry out the essential intent and purpose hereof.
- 25. Nonwaiver/Remedies.** Any waiver or failure by TÜV SÜD to require strict compliance with the provisions of the terms of this Order in any respect must be in writing and shall not be deemed a waiver of TÜV SÜD's right to insist upon strict compliance thereafter. TÜV SÜD retains all rights and remedies granted to it by operation of law, or in equity, in addition to those set forth herein.
- 26. Counterparts.** This Agreement may be executed by electronic and in one or more counterparts, all of which taken together will constitute one and the same original instrument.
- 27. Use of Name and Marks.** Except as otherwise agreed in writing, Customer may not use TÜV SÜD's name



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or any of its **trademarks**, tradenames, logos or other intellectual property or likeness for any reason, including, without limitation, in any Customer list, press release, brochure, advertisement or the like without TÜV SÜD's prior written consent. Notwithstanding the foregoing, Customer may use TÜV SÜD's marks in accordance with the terms of the SOW.

- 28. **Third-Party Beneficiaries.** Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third Party, against either Customer or TÜV SÜD. TÜV SÜD's services under the Agreement are being performed solely for Customer's benefit, and no other Party or entity shall have any claim against TÜV SÜD because the Agreement or the performance or non-performance of services hereunder.
- 29. **Authority to Sign.** The Parties executing this agreement personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said entity will be legally bound to the agreement by their signature hereto.
- 30. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all its subcontractors, consultants, and other agents to do the same. 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.
- 31. **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: [insert project name]
 - 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.
- 32. **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.

33. 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.

34. 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.

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

36. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. 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: _____

37. 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.

- 38. 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 shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, 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.
- 39. 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.
- 40. Notices.** Consultant 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: Tim Kiser, 125 East Main Street, Grass Valley, CA 95945.
- 41. Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance 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.
- 42. 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.
- 43. Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 44. 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.



TÜV SÜD America Inc.
 401 Edgewater Place, Suite 500
 Wakefield, MA 01880
 Phone: (978) 573-2500
 E-mail: legal-us@tuvsud.com

Forestry Division
 12503 Loma Rica Dr
 Grass Valley, CA 95945
 Email: katherine.benedict@tuvsud.com

EXHIBIT A: SOW

Statement of Work No. _____

This Statement of Work ("SOW") is made between CUSTOMER NAME (the "Customer") and TÜV SÜD America Inc. (the "TÜV SÜD") as of _____ (the "SOW Effective Date") pursuant to the terms and conditions of the Master Services Agreement effective as of _____, between Customer and TÜV SÜD ("Agreement").

1. Services

The Customer hereby engages the TÜV SÜD, on an independent contractor basis, to provide the following Services during the period commencing on the SOW Effective Date and continuing through [end date] (the "SOW Term"):

2. Deliverables, Fees, and Expenses

The Customer hereby engages TÜV SÜD, on an independent contractor basis, to provide the Services during the SOW term and for the fees set forth in this Section 2 and in accordance with the Standard Hourly Changes as set forth in **Appendix A**.



TÜV SÜD America Inc.
401 Edgewater Place, Suite 500
Wakefield, MA 01880
Phone: (978) 573-2500
E-mail: legal-us@tuvsud.com

Forestry Division
12503 Loma Rica Dr
Grass Valley, CA 95945
Email: katherine.benedict@tuvsud.com

This Statement of Work is entered by the Parties as of the SOW Effective Date.

TÜV SÜD America Inc..

TÜV SÜD America Inc..

Signature

Print Name

Title

Date (Month-Day-Year)

Signature

Print Name

Title

Date (Month-Day-Year)

DRAFT

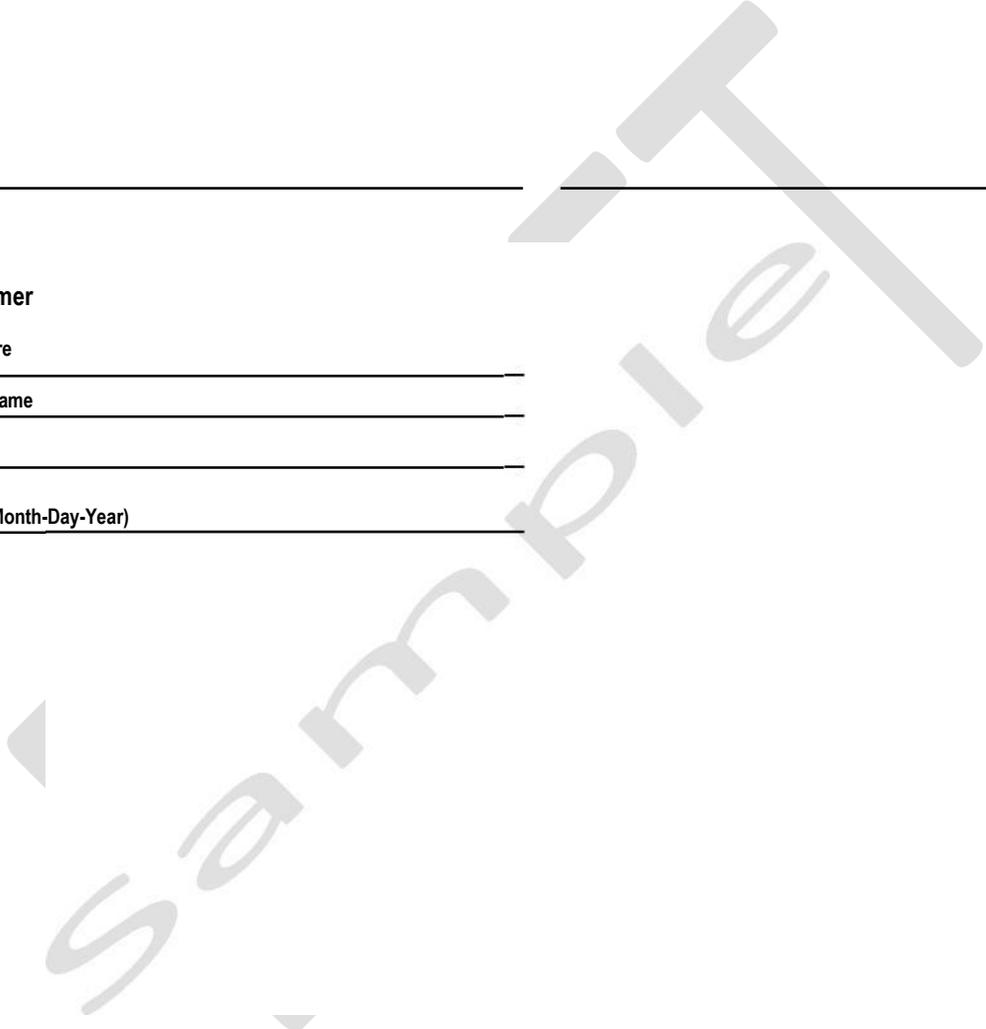
Customer

Signature

Print Name

Title

Date (Month-Day-Year)





TÜV SÜD America Inc.
 401 Edgewater Place, Suite 500
 Wakefield, MA 01880
 Phone: (978) 573-2500
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Appendix A STANDARD HOURLY CHARGES

Professional Services

Director, Registered Professional Forester (RPF)	\$174.00 per hour
Supervisory Forester (RPF)	\$163.00 per hour
Staff RPF / Forest Analyst	\$147.00 per hour
Associate Forester	\$121.00 per hour
Forestry Technician	\$105.00 per hour
Clerical	\$95.00 per hour

Other

Mileage	Current IRS rate at time of billing
Materials (Paint, Flagging, Etc.)	At Cost
Subcontractors	At Cost + 15%
Travel, Lodging	At Cost
Travel Meals	\$15 Breakfast, \$20 Lunch, \$40 Dinner
Direct Job Costs (i.e. Application Fees, Permit Fees, Special Mail, Etc.)	At Cost
Daily UAV (Drone) fee	\$250.00
Daily high-accuracy GPS fee	\$75.00
Daily UTV fee	\$150.00



City of Grass Valley City Council Agenda Action Sheet

Title: Master Service Agreement with XYLOPlan® Wildfire Behavior Modeling Software

CEQA: Not a project

Recommendation: Authorize City Manager or their designee to sign/execute, subject to legal review

Prepared by: Duane Strawser, OES/CRRM

Council Meeting Date: 02/10/2026

Date Prepared: 02/03/2026

Agenda: Consent

Background Information: The City of Grass Valley utilizes FireAside® Defensible Space Inspection software to complete city-wide inspections to approximately 6,500 parcels, encouraging home-hardening practices with a goal of reducing the chance of imminent wildfire ignition hazards to structures.

To this end, the Measure-B dept. will receive access to XYLOPlan®, a wildfire analytics software that helps communities and insurers map, prioritize, and mitigate fire risk using scenario-based "[Fire Pathways™](#)" technology. By simulating how fires move from wildlands and WUI zones into rural built environments, it enables data-driven decisions via Defensible Space Inspections (DSI) on fuel treatments and home hardening to reduce catastrophic losses.

To this end, a Master Service Agreement (MSA) is required between the City and XYLOPlan® to receive complementary access to this critical software platform, provided free as part of our FireAside® contract.

Council Goals/Objectives: This action attempts to achieve the following strategic goals:

GOAL #1 - Determine initial DSI program plans to encourage home-hardening priority zones.

GOAL #2 - Adds efficiency to a critical, high-volume program that lacks staffing capacity.

GOAL #3 - Improve Public Safety via prioritizing Wildfire Risk Land Management patterns.

Fiscal Impact: N/A - TBD / Included service within our FireAside DSI Software contract.

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Master Service Agreement

Master Services Agreement

This Master Services Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between Xylo Risk, Inc., a Delaware corporation (“**XyloPlan**”), and **City of Grass Valley/Measure-B**, a California charter city with an address of [ADDRESS] (“**Client**”).

1. **Services.** Subject to and conditioned upon Client’s compliance with the terms and conditions of this Agreement, XyloPlan shall provide to Client those consulting services and deliverables more specifically set forth on **Exhibit A** hereto (the “**Services**”). XyloPlan shall use commercially reasonable efforts to perform the Services in a timely manner and, except as otherwise mutually agreed upon by the parties, XyloPlan will have exclusive control over the manner and means of performing the Services, including the choice of place and time. While on Client’s premises, XyloPlan agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security and confidentiality, which Client provides to XyloPlan in advance and in writing.

2. **Client Obligations.** During the term hereof, Client shall (i) cooperate with XyloPlan in all matters relating to the Services; (ii) respond promptly to any XyloPlan request to provide information, approvals, direction, or authorization as may be reasonably necessary for XyloPlan’s performance of the Services; and (iii) provide in a timely manner such information, data, materials, and content requested by XyloPlan for its performance of the Services, and ensure that such information, data, materials, and content are complete and accurate in all material respects. If XyloPlan's performance hereunder is prevented or delayed by any act or omission of Client, including, without limitation, any breach of the foregoing obligations, XyloPlan shall not be deemed in breach of this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client arising directly or indirectly from such prevention or delay.

3. **Client-Provided Data.**

3.1 **Client Content.** Client agrees and acknowledges that XyloPlan’s performance of the Services, including, without limitation, the quality and accuracy of any Deliverables (as defined below), is dependent upon the quality, completeness and accuracy of all data, information, materials, and content provided or made available by or on behalf of Client hereunder (collectively, “**Client Content**”). Client shall ensure, and hereby represents and warrants to XyloPlan, that: (i) all Client Content is complete, accurate, up-to-date, and not deceptive or misleading; (ii) Client has all rights, licenses, and permissions (including, without limitation, from any data subjects) necessary to make the Client Content available to XyloPlan and to permit XyloPlan’s collection, use, processing, and storage of the same as contemplated hereunder; and (iii) the Client Content, and XyloPlan’s access and use of the same as contemplated hereunder, does not and shall not infringe, misappropriate, or violate the intellectual property rights or rights of privacy or publicity of any third party.

3.2 **Personal Information.** The parties acknowledge that, where required for the Services, certain of the Client Content may contain information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person (“**Personal Information**”). Notwithstanding the foregoing, Client shall not provide or make available to XyloPlan any Personal Information, except where the parties have first executed the Data Security and Privacy Addendum, attached hereto as **Exhibit B** (the “**DPA**”). XyloPlan shall not be required to access, process, or store any Personal Information until the DPA is fully executed, and Client acknowledges and agrees that if it provides any Personal Information to XyloPlan prior to the execution of the DPA, it does so at its own risk and shall remain solely responsible for any resulting liabilities, losses, or breaches arising from such disclosure.

3.3 License. As between the parties, Client is the sole and exclusive owner of all right, title, and interest in and to the Client Content, subject to the use rights and licenses granted herein. Client hereby grants to XyloPlan a limited, non-exclusive, worldwide, fully paid-up, sublicensable (to subcontractors only), royalty-free right and license during the term to access and use the Client Content to the extent needed for XyloPlan's performance of the Services and creation of the Deliverables hereunder. Client represents and warrants to XyloPlan that it has all rights, licenses, and authorizations necessary to grant the foregoing license.

3.4 Data Use Rights. Client acknowledges that for XyloPlan to perform the Services (including the production and delivery of the Deliverables) to high levels of quality, XyloPlan requires the freedom to apply its algorithms, know-how and methodologies. Accordingly, in addition to the other uses of Client Content permitted under this Agreement and notwithstanding anything herein to the contrary, XyloPlan shall have the right to collect, examine, extract, model, manipulate, aggregate, collate, analyze, create analysis using, reproduce and otherwise use, solely on an aggregated and/or de-identified basis and within the scope of XyloPlan's regular business operations, any Client Content or other information learned, acquired or obtained by XyloPlan in connection with this Agreement, including, without limitation, for purposes of: (i) developing, operating, and ensuring the integrity of data sets, algorithms or other analytical tools; (ii) testing, implementing, benchmarking, integrating, developing, optimizing or improving XyloPlan's products and services; and (iii) otherwise making XyloPlan's services and deliverables available to its customers. For the avoidance of doubt, (x) XyloPlan shall not share Client Content with any third party, except with the written permission of Client or to the extent that such Client Content is aggregated and anonymized such that neither Client nor any individual can reasonably be identified, and (y) any provision of this Agreement requiring that XyloPlan return or delete Client Content obtained through its performance of this Agreement shall be deemed to apply only to such Client Content in its raw form as obtained from or through Client, and not to the product or result of the aggregation, manipulation, or other use of such Client Content by XyloPlan in connection with this Section 3.4.

4. Compensation. In consideration for XyloPlan's performance of the Services, Client will pay XyloPlan the fees as described in, and in the manner set forth in, **Exhibit A** (the "**Service Fees**"). Client shall reimburse XyloPlan for any actual and documented out-of-pocket expenses that it incurs in providing the Services (including, without limitation, travel expenses), and which are approved of in advance by Client (the "**Expenses**"). Except as otherwise set forth in **Exhibit A**, XyloPlan shall invoice Client for Service Fees and any Expenses on a monthly basis and all Service Fees and Expenses payable to XyloPlan under this Agreement will be due within thirty (30) days from the date of invoice. Overdue payments will be subject to interest at the rate of one and one-half percent (1.5%) per month, or the highest interest rate permitted by applicable law, whichever is less. Client shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on XyloPlan's net income. Client agrees to indemnify, defend, and hold XyloPlan, its officers, directors, service providers, employees, successors and assigns harmless from all claims and liability arising from Client's failure to report or pay any such taxes, duties or assessments.

5. Intellectual Property.

5.1 Deliverables. Except as otherwise set forth in Sections 5.2 or 5.3, as between XyloPlan and Client, Client is and shall be the sole and exclusive owner of all deliverables identified on **Exhibit A** hereto and provided to Client by XyloPlan in connection with its performance of the Services (the "**Deliverables**"). Subject to Sections 5.2 and 5.3 hereof, XyloPlan irrevocably assigns to Client all of

its right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Upon the request and at the expense of Client, XyloPlan shall take such further actions, including execution and delivery of appropriate instruments of conveyance, as may be reasonably necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

5.2 XyloPlan IP. As between XyloPlan and Client, XyloPlan is and shall remain the sole and exclusive owner of all right, title and interest in and to (i) any technology, platforms, algorithms, materials, content, processes, software, or other intellectual property, in any form and in any media, created by, owned or licensed to XyloPlan prior to this Agreement or outside of the scope of its performance of the Services (collectively, "**Background IP**"), (ii) any improvements, additions, or modifications to, or derivatives of, such Background IP conceived, originating, or prepared after the Effective Date hereof, whether or not in connection with XyloPlan's performance of the Services, and any developments not constituting Deliverables hereunder, and (iii) all intellectual property rights arising in or relating to any of the foregoing (collectively, the "**XyloPlan IP**").

5.3 Generic Elements. Client acknowledges and agrees that, in the course of performing the Services and providing the Deliverables, XyloPlan may develop certain methodologies, tools, analytical methods and other knowledge or processes that are generic and that do not relate exclusively to the Confidential Information (as defined below) of Client ("**Generic Elements**"). Notwithstanding anything to the contrary herein, the parties acknowledge and agree that XyloPlan, during and after the term hereof, shall have the continuing right to use, apply, and otherwise exploit such Generic Elements for any purpose whatsoever, including, without limitation, in connection with the operation of XyloPlan's business.

6. Confidentiality. Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement and which is (i) designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or (ii) should reasonably be understood to be confidential by the recipient ("**Confidential Information**"). For the avoidance of doubt, XyloPlan's Confidential Information shall include the XyloPlan IP, and Client's Confidential Information shall include the Client Content. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party, except to such employees, consultants, contractors, and representatives of the receiving party as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Notwithstanding the foregoing, the non-use and non-disclosure provisions of this Section shall not apply to any Confidential Information which is: (i) already publicly known without breach of this Agreement; (ii) discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party. Notwithstanding the foregoing, a receiving party may disclose Confidential Information if and only to the extent required by law or court order; provided, however, that the receiving party shall, to the extent permitted by law, provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. Term and Termination. The term of this Agreement begins on the Effective Date set forth above and, unless earlier terminated as provided for herein, will continue for the period set forth in **Exhibit A**. Either party may terminate this Agreement immediately in the event the other party has materially

breached the Agreement and failed to cure such breach within 15 days after notice by the non-breaching party is given. In addition, either party can immediately terminate the Agreement upon written notice if the other becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 30 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to conduct business or threatens to do so. Upon any termination of this Agreement, XyloPlan will immediately cease all provision of the Services, and Client will promptly pay to XyloPlan all Service Fees and Expenses due and owing to XyloPlan as of the date of such termination. The rights and obligations of the parties in this Agreement, which, by their express terms or nature and context is intended to survive termination or expiration of this Agreement (including, without limitation, Sections 2 through 15), will survive any such termination or expiration.

8. Limitations on Reliance. Client understands and agrees that the Services and any Deliverables are provided only as a limited wildfire assessment and modeling tool, and that XyloPlan makes no representations or warranties, whatsoever, that XyloPlan's provision of the Services or any Deliverables generated in association therewith will be accurate or error-free. Client expressly acknowledges that the Services and Deliverables constitute, include, or are based on models or projections of possible wind-driven fire impacts and potential fuel treatments that may interrupt such impacts, and that the Services and Deliverables are not designed to be, and should not be relied on as, a comprehensive fire mitigation program. XyloPlan shall have no obligation or liability to Client or any third party with respect to any matter arising out of or with respect to Client's or any third party's use of and reliance on the Services and Deliverables, including, without limitation, any legal, economic, or other consequences arising from any failure of the Services or Deliverables to accurately predict fire paths and mitigation measures. Client shall be solely responsible for any use of the Services and Deliverables and for any reliance on the same by it and any third parties. Client hereby agrees to, and hereby does, release XyloPlan and its successors from any claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death, property damage, or economic loss or liability that either directly or indirectly arise from Client's or any third party's reliance on the Services or Deliverables. If Client is a California resident, Client hereby waives California Civil Code Section 1542, which states, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

9. Representations and Warranties. XyloPlan represents and warrants that (a) the Services will be performed in a professional manner and in accordance with generally accepted industry standards, (b) XyloPlan has the right and ability to assign the ownership of the Deliverables to Client pursuant to and in accordance with this Agreement, and (c) to XyloPlan's knowledge, and except to the extent caused by or arising from any Client Content, neither the Deliverables nor any element thereof will infringe upon or misappropriate any copyright, trademark, or trade secret of any person. Client represents and warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and (ii) if the Services require access to, or analysis of, any Client Content or other data, information, technology, computer, computer network or communications network, or other system or equipment, Client has, or will obtain prior to commencement of such Services, all rights, licenses or consents required to authorize XyloPlan to perform such Services, including any required licenses or consents from third-party owners of licensed or shared resources.

10. **Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND XYLOPLAN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT. NEITHER XYLOPLAN NOR ANY PERSON ASSOCIATED WITH XYLOPLAN MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR DELIVERABLES, NOR DOES XYLOPLAN OR ANYONE ASSOCIATED WITH XYLOPLAN REPRESENT OR WARRANT THAT THE SERVICES, DELIVERABLES, XYLOPLAN IP, GENERIC ELEMENTS, OR ANY OUTPUTS OR OTHER RESULTS GENERATED FROM THE USE OF THE SAME, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES AND DELIVERABLES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SERVICES AND DELIVERABLES WILL BE COMPATIBLE WITH CLIENT'S SOFTWARE, SYSTEMS, OR OWN SERVICES, OR THAT THE SERVICES AND DELIVERABLES WILL OTHERWISE MEET CLIENT'S OR ANY THIRD PARTY'S NEEDS OR EXPECTATIONS. AS BETWEEN CLIENT AND XYLOPLAN, CLIENT ASSUMES ALL RISK IN CONNECTION WITH CLIENT'S AND ANY THIRD PARTY'S USE OF AND RELIANCE ON THE SERVICES OR DELIVERABLES, INCLUDING ALL RESULTS GENERATED THEREBY.

CLIENT FURTHER UNDERSTANDS THAT THE DELIVERABLES AND ANY OTHER OUTPUTS OR RESULTS GENERATED BY XYLOPLAN'S PERFORMANCE OF THE SERVICES ARE DEPENDENT ON, AND INFLUENCED BY, CERTAIN INPUTS AND DATA PROVIDED OR MADE AVAILABLE BY CLIENT, INCLUDING, WITHOUT LIMITATION, THE CLIENT CONTENT. CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL CLIENT CONTENT AND OTHER INPUTS AND DATA ARE CORRECT, COMPLETE, AND ERROR FREE, AND XYLOPLAN SHALL HAVE NO LIABILITY OR OBLIGATION TO OR WITH RESPECT TO SUCH CLIENT CONTENT OR OTHER INPUTS OR DATA.

WITHOUT LIMITING THE FOREGOING, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICES AND DELIVERABLES ARE INTENDED AS A SUPPORTING TOOL IN THE PREDICTION AND MANAGEMENT OF FIRE, BUT SHOULD NOT BE RELIED ON AS AN EXCLUSIVE MEANS OF FIRE MITIGATION OR MANAGEMENT. THE SERVICES AND DELIVERABLES ARE NOT INTENDED TO REPLACE, AND SHOULD NOT BE USED AS A REPLACEMENT FOR, ALL OTHER FIRE MONITORING, PREDICTION, DETECTION OR MANAGEMENT METHODS. CLIENT SHOULD TAKE ALL REASONABLE STEPS TO PREVENT, DETECT, AND CONTAIN FIRES, AND XYLOPLAN SHALL HAVE NO OBLIGATION OR LIABILITY ARISING FROM ANY FAILURE BY ANY PERSON OR ENTITY TO DO SO. XYLOPLAN SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY AGREES TO, AND HEREBY DOES, ON ITS OWN BEHALF AND ON BEHALF OF ANY OF ITS CUSTOMERS AND/OR OTHER THIRD PARTIES ACCESSING OR RELYING ON THE SERVICES OR DELIVERABLES, RELEASE XYLOPLAN AND ITS SUCCESSORS, ASSIGNS AND LICENSORS FROM ANY CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, INCLUDING PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS OR LIABILITY THAT EITHER DIRECTLY OR INDIRECTLY ARISE FROM CLIENT'S OR ANY OTHER THIRD PARTY'S RELIANCE ON THE SERVICES OR DELIVERABLES OR ANY OUTPUTS OR OTHER RESULTS GENERATED THEREBY, INCLUDING ANY FAILURE OF THE SERVICES OR DELIVERABLES TO ACCURATELY MODEL OR PREDICT FIRE PATHS AND APPROPRIATE VEGETATION MANAGEMENT AND OTHER MITIGATION MEASURES. IF CLIENT IS A CALIFORNIA RESIDENT, CLIENT HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT EXCEPT WITH RESPECT TO ANY BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR ANY MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY MATTER ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EXCEED THE SUM OF ALL SERVICE FEES ACTUALLY PAID TO XYLOPLAN BY CLIENT UNDER THIS AGREEMENT IN THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Non-solicitation. During the term hereof and for one year thereafter, Client shall not solicit or attempt to solicit for hire any employee or contractor of XyloPlan or its affiliates without the prior written consent of XyloPlan. Notwithstanding the foregoing, this provision shall not apply to solicitation through any advertisement or general solicitation that is not specifically targeted at XyloPlan's employees or contractors.

13. Feedback. To the extent Client provides XyloPlan with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Services or Deliverables (collectively, "**Feedback**"), Client hereby assigns and agrees to assign to XyloPlan all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agrees that XyloPlan will be free to use such Feedback in any manner, including by implementing such Feedback in the Services, Deliverables, and/or Licensor's other technologies, products and services, without compensation or other obligation to Client.

14. Publicity. XyloPlan may use Client's name as part of a general list of customers and may refer to Client, including through use of its name, logo, service marks, trade names, and brand names, as a customer and user of XyloPlan's services in its general advertising and marketing materials. All other public statements shall require the mutual consent of both parties.

15. Miscellaneous. Neither party may assign this Agreement (in whole or in part) without the other party's prior written consent; provided, that either party may assign this Agreement to an affiliate or in connection with an acquisition, including in connection with a merger or assignment of all or substantially all of the business or assets of such party related to this Agreement. Any attempted assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be for the benefit of, and shall be binding on, the parties' successors and assigns. XyloPlan's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of XyloPlan's employees or agents. Except where otherwise expressly authorized in writing by Client, XyloPlan is not authorized to make any representation, contract or commitment on behalf of Client. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Nevada County, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This

Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than any payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Xylo Risk, Inc.

By _____

Name: Scott Cheeseman

Title: CEO

City of Grass Valley / Measure-B

By _____

Name:

Title:

EXHIBIT A
SERVICE DESCRIPTION

Services

XyloPlan may, at its sole discretion, determine the nature, scope, and timing of any consulting or advisory services it elects to provide to Client. No specific services are guaranteed or required under this Agreement.

Deliverables

Any deliverables, if provided, shall be determined solely by XyloPlan and delivered at such times and in such formats as XyloPlan deems appropriate. XyloPlan has no obligation to produce or deliver any particular work product.

Service Fees

No fees or other compensation shall be due or payable by Client to XyloPlan under this Agreement. The Services, if any, are provided at no cost.

Expenses

XyloPlan shall bear all of its own costs and expenses unless otherwise agreed in writing by both parties in advance.

Start Date

This Master Services Agreement and all associated services shall commence as of the Effective Date of this Agreement.

Term

This Exhibit A shall remain in effect from the Effective Date until December 31, 2026, unless earlier terminated (a) by XyloPlan at any time upon written notice to Client, or (b) by mutual written agreement of the parties.

EXHIBIT B**DATA SECURITY AND PRIVACY ADDENDUM**

This Data Security and Privacy Addendum (the “**Addendum**”) is entered into as of the date last signed below (the “**Effective Date**”), by and between Xylo Risk, Inc., a Delaware corporation (“**XyloPlan**”), and **City of Grass Valley/Measure-B**, a California charter city with an address of 125 East Main St., Grass Valley, CA 95945 (the “**Client**”), and forms part of the Master Services Agreement entered into by the parties and dated effective as of [DATE] (the “**Agreement**”). This Addendum governs the processing of Personal Information by XyloPlan on behalf of Client in connection with XyloPlan’s performance of the Services in connection with the Agreement.

1. Definitions

1.1. “**Business Purpose**,” “**Sell**,” “**Share**,” and “**Consumer**” shall have the meanings given to them in the CCPA.

1.2. “**Applicable Law**” means the CCPA and any other applicable U.S. privacy and data protection laws governing the use of Personal Information.

1.3. “**CCPA**” means the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act) and its implementing regulations.

1.4. “**Personal Information**” has the meaning set forth in the CCPA and refers to information provided by or on behalf of Client that is processed by XyloPlan in connection with the Services.

1.5. “**Services**” means the services and related activities provided by XyloPlan to Client as described in the Agreement and any applicable statements of work, order forms, or similar documentation entered into thereunder.

2. Scope and Restrictions on Use

2.1. XyloPlan shall process the Personal Information solely on behalf of Client and only for the Business Purposes described in the Agreement. XyloPlan shall not:

- Sell or Share the Personal Information;
- Retain, use, or disclose the Personal Information for any purpose other than for the Business Purposes specified in the Agreement; or
- Retain, use or disclose the Personal Information, except in connection with the direct business relationship between XyloPlan and Client.

2.2. XyloPlan certifies that it understands and will comply with the restrictions and obligations set forth in this Addendum and the CCPA.

3. Consumer Requests and Assistance

3.1. XyloPlan shall promptly notify Client if it receives any request from a Consumer regarding their Personal Information, including requests to access, delete, correct, or opt out of the sale or sharing of their Personal Information.

3.2. XyloPlan shall not respond to such requests directly but will provide reasonable assistance to Client in fulfilling its obligations under the CCPA to respond to Consumer requests.

4. Security

XyloPlan shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to protect Personal Information against unauthorized access, destruction, use, modification, or disclosure, as required by the CCPA and other Applicable Laws.

5. Subprocessors

XyloPlan may engage subcontractors or subprocessors to assist in providing the Services, provided that:

- XyloPlan enters into a written agreement with each subprocessor that complies with the requirements of the CCPA, including limitations on use and disclosure of Personal Information;
- XyloPlan remains liable for the acts and omissions of its subprocessors with respect to Personal Information.

Upon request, XyloPlan shall provide Client with a list of approved subprocessors.

6. Data Retention and Deletion

Upon termination or expiration of the Agreement, or upon written request by Client, XyloPlan shall promptly return to Client or delete Personal Information in its possession, except to the extent retention is required by Applicable Law. XyloPlan shall certify the deletion upon request.

7. Audits

Upon 30 days' prior written request and subject to reasonable confidentiality and security controls, XyloPlan shall make available to Client information necessary to demonstrate its compliance with this Addendum and the CCPA. Any such audit or inspection shall be conducted no more than once annually and shall be at Client's sole cost and expense.

8. Client Responsibilities

8.1. Client shall not provide Personal Information to XyloPlan unless:

- (a) this Addendum is fully executed by both parties; and
- (b) the Personal Information is limited to that which is necessary for XyloPlan to perform the Services.

8.2. Client represents and warrants that all Personal Information it discloses or otherwise provides to XyloPlan has been collected and shared in compliance with all Applicable Laws, including providing all necessary privacy notices and obtaining all required consents or authorizations from Consumers. Client shall be solely responsible for the accuracy, quality, and legality of such Personal Information.

9. Limitation of Liability

Nothing in this Addendum shall be deemed to modify the limitation of liability provisions in the Agreement, which shall apply equally to this Addendum.

10. Miscellaneous

10.1. In the event of a conflict between this Addendum and any other agreement between the parties, this Addendum shall govern with respect to the handling of Personal Information under the CCPA.

10.2. This Addendum shall be governed by the same laws as the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

Xylo Risk, Inc.

By _____

Name: Scott Cheeseman

Title: CEO

City of Grass Valley / Measure-B

By _____

Name:

Title:



City of Grass Valley City Council Agenda Action Sheet

Title: Historical Commission Quarterly Update

CEQA: Not a project

Recommendation: That Council receives quarterly update from Historical Commission.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 2/10/2026

Date Prepared: 2/5/2026

Agenda: Administrative

Background Information:

Receive the Grass Valley Historical Commission report to the City Council, and the attached items.

Council Goals/Objectives: This executes portions of work tasks to achieve/maintain the Strategic Plan—Open and Collaborative City Government.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Report to City Council

To: Grass Valley City Council

From: Quarterly Report from the Grass Valley Historical Commission

Date: Tuesday, February 10, 2026

The Five Pronged Approach to Delivering Grass Valley History to the Public

1. Free Walking Tours Continue

Saturdays from 10 am to 11:15 am at the Stamp Mill on the following dates:
April 4th, May 9th, June 13th, July 11th, August 8th and September 12th

2. The Arts Council's Audio Tour of Grass Valley

Thanks to the Nevada County Arts Council for funding a new Grass Valley audio tour which should be completed by March, 2026. Stuart Baker, who wrote and completed the Nevada City Audio Tour is writing and producing the audio tour which you can find at the Nevada City Chamber's website. The final product will be available to the City and Chamber. (attached are his production notes which the Commission has reviewed and approved)

3. Expanding the Heritage Homes Booklet

We plan to add two additional sections to the Heritage Homes booklet to include a more in-depth description of around 20 commercial locations in the downtown core. We also will add a section on each of the murals. Not only will the descriptions be in the booklet, they will also be online at the City's Storymap website.

4. Approaching Business for Historic Plaques

The 20 owners of commercial historic buildings, mentioned above, will be approached to gain consent for a historic plaque to be placed on their site. The plaque will contain details of the history of the building. The plaques will be paid for by the Commission through fundraising.

5. Pulling Together All of the Websites into One Collection

Working with City staff and the Chamber staff, we hope to identify and help install a myriad of website that celebrate the history of Grass Valley for visitors and residents alike. Besides the aforementioned audio tour and the Storymap sites, you may wish to check out the following sites:

GV NC Cultural Districts website to find out about our murals

Lisa Redfern & Rose Murphy have developed these audible walking tours:

Chinese Merchants of Mill and Main Street

Grass Valley Chinatown

Tinloy Family— Memorial Park

Women, Saints and Sinners— Mill and Chapel Streets

Wives, Waffles and Writers— Church and School Streets

Downtown Grass Valley Foot Patrol with Vince Seck

Celebrating Grass Valley History on Nevada County History Day/Month

1. May 9th History Day

In cooperation with the Nevada County Superintendent of School and the Nevada County Landmark Commission, we are moving towards our Saturday, May 9th Nevada County First Annual History Day. It is a day for families and seniors to visit a number of open historic sites and buildings along with personal group tours of Nevada City and Grass Valley.

2. May Banner Display of Historic Grass Valley People and Places

After raising \$1500 for historic banners on Mill Street, we recently found out that the City has instituted a new policy that would place our banners only on Main Street and we would be annually charged \$900 to install them. The Commission, who has no budget, is toying with next steps since our original plan has been upended.

Helping to Preserve Historic Buildings/Homes

1. The Mills Act

The Mills Act is a state law that allows homeowners to gain a reduce property tax bill for preserving and maintaining their historic properties. Attached are slides pertaining to the history and use of the Mills Act.

Unfinished Business

1. Lake Olympia Preservation

The Commission is pleased to learn that the donation of land is moving forward and we look forward to assisting the City to memorialize the lake.

2. Bronze Plaques for Walsh Mill and Old Firehouse

Our Commission, the Grass Valley City Council and the Nevada County Landmark Commission have all approved county recognition for two Grass Valley sites. It is now the obligation of the City to fund and erect these two plaques. We await direction.

3. Clean-up and Preservation of Loma Rica Railroad Trestle

The Loma Rica Trail Project is underway in the area of the historic Nevada County Narrow Gauge Trestle. The Commission seeks next steps regarding the preservation and recognition of this site.

4. Memorial Park Historic Bronze Plaque

The completed bronze plaque is waiting for a core sample to be found for its final placement. The Commission is taking this project on so it can soon be completed.

5. Signage to Honor Citizen Star Recipients

Signage which informs the public about each of the recipients has been completed and funded by the Commission. The Commission understands that the City will be installing the plaque on a bench near the stamp mill.

6. Appointing Two Commissioners

Our Commission has been recruiting community leaders to serve on our Commission. We are pleased to announce that two superb women have applied for the positions. We hope the Council will move swiftly on this appointments.

Grass Valley Smartphone-enabled Walking Tour – Tour Structure

1. Introduction at Main and Auburn Streets
 2. The colorful history of hotels in GV
 3. Supplying the miners/retail gems
 4. The Union
 5. From opera to the movies – Entertaining GV
 6. The pasty
 7. The Carnegie library
 8. Women of the West
 9. Temperance union/churches
 10. Center for the Arts
- Add-On: Heritage Homes Walking Tour

DETAIL

Stop #1 Introduction (Main and Auburn)

1. Crossroads - Old sign of Grass Valley
2. Why they called it Grass Valley
3. Maidu...before
4. Chinatown – lowest point in the valley (flooding)
5. Corden Park gold discovery
6. Mining days: The Stamp Mill and Pelton Wheel
7. The “noise” -- difference between Grass Valley and Nevada City. One day of peace per year for the miners’ picnic
8. Big mines of the area: Empire, Northstar, and Idaho Maryland
9. Texas Tommy and the Washington Brewery – Prohibition

10. In 1854, the Union Hotel was built on the South corner but was destroyed by fire in 1855. More on hotels in the next stop

Stop #2 - The colorful history of hotels in GV (Holbrooke)

1. Holbrooke Hotel
 1. Original destroyed by fire; current building is from 1862
 2. Expansion
 3. Iron doors and tunnels underneath
 4. Famous guests: Presidents Grant, Harrison, Cleveland, and Garfield
 5. Mine shafts below your feet
 6. Recent renovation
2. Temby, then the Brett Harte Inn (Harte highest paid author in America)
 1. Herbert Hoover during the depression
3. The Wisconsin (Fillmore) and the great fire of 1855
4. The hotel experience in the 1800s
5. Hotel de France and an old Sears outlet

Stop #3 – Supplying the mines/retail gems (Corner of E. Main and Mill Street, then walking down Mill to Bank)

1. Railroad to Colfax - delivering goods while shipping out gold (Sarah Kidder)
2. Mill Street was originally a trail from nearby mines
3. Incorporation of GV. 1893. Retail and services thriving: Barbers, clothing stores, bookmakers, milliners, jewelers, AJ Foster's wallpaper store, Kramm Jeweler's, 44 liquor establishments in the 1890s (tie in the WCTU)

4. Supplying the miners... GV Hardware
5. Building facades on Mill: False fronts and architectural flourishes
6. Underwriting it: Nevada County Bank – the building and its story
7. Getting around with the trolley
8. Post-mining decline and renaissance

Stop #4 - The Union newspaper (151 Mill Street)

[See attached summary]

Stop #5 - From opera to the movies – Entertaining GV (161-67 Mill Street)

1. Opera House – Biggest building in the County; Mark Twain performance
2. 1896 fire on the block; short history of fires in Gold Country towns
3. Auditorium Theater: features and role
4. Strand silent movies
5. The Del Oro: Art Deco style--from 1941; paused in the war and completed in 1946; small town movie palace
6. Mural on the backside

Stop #6: The Pasty (corner of Neal and Mill Streets – site of the Golden Pasty?)

[See attached summary]

Stop #7: The Royce (Carnegie) Library (207 Mill Street)

1. Opening in 1916; \$15k grant

2. History behind Carnegie during the Gilded Age in the US
3. Giving back for the riches: over 1,600 libraries across the country
4. Story of Josiah Royce, philosopher and local born on this site
5. Architectural design
6. Across the street: Legend of AB Snyder, excavating for a gasoline tank, the vein of gold quartz

Stop #8: Women of the West (248 Mill Street)

1. Lotta Crabtree: Highest-paid actress of her day; growing up in GV
2. Lola Montez: Her story and the replica of her home. Site of the start of governance in GV.
3. Angle of Repose -Wallace Stegner
4. Lead into the activities of the WCTU in the next stop

Stop #9: Temperance Union/churches (Church Street between Walsh and Neal)

1. Episcopal Church – Oldest Episcopal Church in CA; one of two from the Gold Rush
2. Methodist Church
3. GV Cradle of CA Women's Christian Temperance Union (Story of Dorcus Spencer)
4. Down the street
 1. WC Jones Hospital, 1907, became NC's first private hospital; Life for injured miners before hospitals
 2. Grass Valley Museum and cultural center

Stop #10: Center for the Arts (Church and Main)

1. Built in 1947 – car dealership, gym, Beauty School

2. 2001 – Jon Blinder
3. 2004 – Art Deco facelift and 2017 expansion; COVID challenge
4. Current role in the community

Add-On: Heritage Homes Walking Tour (need to get the name of the creator and permission to incorporate)

Rough drafts of developed scripts:

Stop #4 – *The Union Newspaper*

Newspapers live and die by their credibility—so imagine launching one that was founded by a guy everyone called “Lying Jim.” Bold move.

The Union got its start in 1864, when two newcomers rode into western Nevada County with a mission: start a newspaper that supported Abraham Lincoln and the Union cause during the Civil War. Those two men were “Lying Jim” Townsend and Henry Blumenthal, and they were paid by Union supporters to create Grass Valley’s first Republican newspaper.

Now, journalism in the Gold Rush era was very different from what we expect today. No one was aiming to be “fair and balanced.” In fact, newspapers proudly wore their political loyalties on their sleeves—especially during election season. Page two was often packed with fiery opinions, editorials, and not-so-subtle attacks on the opposing party.

And then there was Lying Jim.

Townsend had a real talent for storytelling... whether or not the facts cooperated. He regularly reported on city councils and mayors that didn’t exist, along with murders, trials, and railroad accidents that never actually happened. Truth was flexible, at best.

The first issue of *The Union* rolled off the press on October 28, 1864, printed inside what’s now the Holbrooke Hotel. It didn’t exactly win over Grass Valley readers, who mostly supported Democratic papers like the *Grass Valley National*, which opposed Lincoln’s re-election and had launched just three months earlier.

As Election Day approached—and Lincoln went on to decisively defeat Democrat George McClellan—things got messy.

According to the *Nevada City Gazette*, “one of the meanest swindles ever heard of” was attempted in Grass Valley. The paper accused John R. Ridge of the *Grass Valley National* and J. W. E. Townsend—yes, Lying Jim—of trying to pull it off.

Here’s what happened: Ridge, representing pro-Confederate Democratic interests, allegedly offered Townsend a large sum of money to sell out *The Union*. The plan was to destroy the real edition, replace it with a fake pro-Democratic version, and distribute 1,000 bogus copies.

Blumenthal caught wind of the scheme just in time. He called in a posse of Union supporters to guard the newspaper office. When Ridge showed up around midnight to make the switch, he was turned away—though he insisted he thought the deal was legitimate.

Townsend arrived nearly two hours later and confessed. He claimed he hadn’t meant to cheat his partner and said Blumenthal would’ve gotten his share of the money. Then Townsend skipped town... and was never heard from again.

With Lying Jim gone, Blumenthal took full control of *The Union*—and immediately found himself under relentless attack from Ridge and the *National*. The rivalry spilled into print and even into physical confrontations. Duels were threatened more than once, though none ever actually happened.

The feud finally cooled in April 1865, when the Civil War ended. Just days later, Abraham Lincoln was assassinated. Both papers reported the news with black-bordered pages in mourning.

Despite everything, Ridge reportedly expressed “profound regret” over Lincoln’s death. And in a moment that surprised many, John Ridge and Henry Blumenthal marched arm in arm in Grass Valley’s procession honoring the fallen president.

The Union has remained in daily circulation since 1864. The building in front of you was constructed in 1903 and housed the paper for 76 years before it moved to Glenbrook Basin—a few miles north of here. Remarkably, *The Union* is one of the only daily newspapers in California to survive continuously from that era. (*Confirmation pending.*)

Stop #6 – *The Pasty*

You might not recognize the word *pasty*—but once you hear the story, you won’t forget it.

A pasty is a handheld meat-and-vegetable pie, and it’s been around since 13th-century Britain. At first, it was food for the wealthy, but by the 1800s, it had become the go-to meal for miners in Cornwall, England. When Cornish miners came to California during the Gold Rush, they brought pasties with them—and Grass Valley never let them go.

That thick, crimped crust wasn't just decorative. It worked like a built-in handle, so miners could eat without getting arsenic dust—or other mining poisons—from their hands onto their food. They'd eat the filling and toss the crust away.

And according to Cornish folklore, that discarded crust wasn't wasted—it was left as an offering to the Bukas, mischievous little goblins believed to live in the mines. Keep them fed, and they'd (hopefully) keep accidents from happening.

Miners' wives usually filled pasties with beef, rutabaga, potato, and onion. Sometimes they even carved their husbands' initials into the crust so no one mixed them up. When the pasties arrived at the mine, the women would call out, "*Augie, Augie, Augie!*" The miners would shout back, "*Oy, oy, oy!*"

If you've ever been to a parade in Grass Valley or Nevada City, you may have heard the town crier keep that tradition alive by calling for the same response.

Pasties were perfect fuel for long days—miners often worked 12-hour shifts, and a pasty could keep them going. Some even had two meals baked into one: savory meat and vegetables on one end, and something sweet—like apples or jam—on the other. No utensils required.

These days, pasties are usually just savory—but the tradition lives on.

And if all this talk has made you hungry, you're in luck. Marshall's Pasties is just across the street, and you can taste a little piece of Gold Rush history for yourself.

The Mills Act

by Terry McAteer

Assessor Rolf Kleinhans and his team want to educate the public about potential tax relief available through the Mills Act. This California program provides financial incentives for property owners to restore and preserve qualified historic buildings in exchange for reduced property taxes. Enacted in 1972, the Mills Act allows cities and counties to enter contracts with historic property owners who commit to rehabilitation, restoration, and maintenance of the property.

A 10-Year Contract

Mills Act contracts have a minimum initial term of 10 years. The contract automatically renews each year on its anniversary date for an additional year, thus unless the City or owner files a notice of non-renewal, a Mills Act contract has a term of 10 years. If a contract is cancelled, the owner must pay a cancellation fee, and then the lower of the factored base year value or current market value will be enrolled for the following lien date (January 1).



How Does it Work?

After a property owner enters into a Mills Act contract, the Assessor is notified by the local contracting government agency, and the property is then valued under the rules and regulations of the Mills Act and Revenue and Taxation Code. Property valuation is determined by the "income" approach, which is based on projected income for both owner occupied and income producing properties. Then the projected income, less certain expenses, is divided by a capitalization rate determined annually by the California State Board of Equalization and Revenue and Taxation Code section 439.2 (b) or (c). This value is the property's "restricted value". This value is then compared to both the current market value and the factored base year value of the property. The lowest of these three values is then enrolled. This valuation process occurs every year as of January 1. Properties enrolled in a Mills Act contract are notified by mail of their Mills Act values for that year as determined by the Assessor.

The restricted value can be considerably lower than the other values, creating tax savings for the property owner. For more information, please see the [State Board of Equalization Guidelines](#).

Image C

Mills Act

Mills Act property owners are an integral part of preserving Truckee's unique historic past. The purpose of Mills Act contracts is to provide tax incentives to property owners in exchange for preserving and/or restoring qualified historic buildings.

Mills Act Applications

Applications for the Mills Act program are made through Mills Act Application Form (PDF). Photos of the interior and exterior of the structure must be submitted as part of the application package.

A complete application must be filed prior to September 1, with a signed and executed agreement provided to the Community Development Directory by December 1, in order for the contract to be in effect for the following year. Contracts not signed and executed by December 1 will be carried over for recordation to the following year.

Annual Reporting

Owners of Mills Act properties are required to submit an annual self-reporting form to document ongoing eligibility for the Mills Act program. The Mills Act Self Reporting Form can be submitted online.

For more information, please email Laura Dabe, Senior Planner or call 530-582-2937.





MILLS ACT APPLICATION FORM

DEPARTMENT USE ONLY

MILLS ACT APPLICATION YEAR: _____ CDD FEE COLLECTED: \$ No F 99

APPLICANT TO COMPLETE

APPLICANT NAME(S) _____ PHONE _____

APPLICANT EMAIL _____ CITY _____ STATE _____ ZIP _____

PROPERTY OWNER NAME(S) _____ PHONE _____

PROPERTY OWNER EMAIL _____ CITY _____ STATE _____ ZIP _____

PROPERTY OWNER ADDRESS _____ CITY _____ STATE _____ ZIP _____

PROPERTY ADDRESS _____ ASSESSOR'S PARCEL NO. _____

ZONING _____ GENERAL PLAN DESIGNATION _____

APPLICANT'S SIGNATURE _____ DATE _____

OWNERS SIGNATURE _____ DATE _____