



GRASS VALLEY

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

Tuesday, April 14, 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. Child Abuse and Neglect Prevention Month Proclamation
2. Nevada County presentation of Animal Shelter progress
3. Wayward Journey 1-Year Partnership Presentation
4. Community Roots Presentation
5. Arts, Culture, & Creativity Month Proclamation

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.

6. Approval of the Regular Meeting Minutes of March 24th, 2026

Recommendation: Council approve minutes as submitted.

7. Memorandum of Understanding with the Sierra Nevada Firefighters, IAFF Local 3800 (Unit 8) for the Period January 1, 2026 - December 31, 2026

CEQA: Not a Project

Recommendation: Adopt Resolution No. 2026-08 approving a twelve (12) month Memorandum of Understanding between the City of Grass Valley and the Sierra Nevada Firefighters, IAFF Local 3800 (Unit 8), effective January 1, 2026, through December 31, 2026.

8. Memorandum of Understanding (MOU) between the City of Grass Valley and Nevada County Resource Conservation District (NCRCD) (via direct funding allocation award; PG&E)

CEQA: Multiple Proposed Projects. Either CEQA exempt and/or NCRCD/Contractor provides CEQA + any/all required permitting services.

Recommendation: Authorize City Manager or City Representative to sign/execute the MOU with Nevada County Resource Conservation District (NCRCD), subject to legal review.

9. Condon Park Skatepark Project - Final Acceptance

CEQA: N/A - Project is Complete

Recommendation: That Council: 1) accept the Condon Park Skatepark Project as complete, and 2) authorize the Deputy Public Works Director to file a Notice of Completion with the County Recorder.

10. Prefabricated Restroom Site Improvements Project - Contract Change Order

CEQA: Existing facility

Recommendation: That Council authorize the City Engineer to execute a contract change order of up to \$200,000.00 for added work on the Prefabricated Restroom Site Improvements Project.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

11. An Ordinance of the City Council of the City of Grass Valley adding section 17.74.060(A.5.) Of chapter 17.74 and section 17.81.130 (C.) of Chapter 17.81, Title 17 of the Grass Valley Municipal Code regarding tolling provisions and expiration terms for development entitlements and tentative maps

CEQA: Not a Project under CEQA pursuant to CEQA Guidelines §15378

Recommendation: Introduce Ordinance No. 841 adding section 17.74.060(A.5.) of chapter 17.74 and section 17.81.130 (C.) of Chapter 17.81, Title 17 of the Grass Valley

Municipal Code regarding tolling provisions and expiration terms for development entitlements and tentative maps, waive full reading, and read by Title Only (Attachment 2)

ADMINISTRATIVE

[12.](#) Resolution Recognizing and Adopting *Culture Forward 2026-2032: Nevada County's Arts & Culture Action Plan*

CEQA: Not a project

Recommendation: Adopt a Resolution 2026-09 recognizing and adopting *Culture Forward 2026-2032* as a guiding framework supporting the continued vitality of arts, culture, and the creative economy in Nevada County.

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, April 14, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Thursday, April 9, 2026.

Taylor Whittingslow, City Clerk



PROCLAMATION

CHILD ABUSE AND NEGLECT PREVENTION MONTH
April 2026

Whereas, in Federal Fiscal Year 2025, there were 1,383 calls to Child Welfare Services in Nevada County, resulting in 37 substantiated cases of abuse or neglect; and

Whereas, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

Whereas, children are among our community’s most valuable resources, and their safety, well-being, and success shape the future of Grass Valley; and

Whereas, child abuse and neglect can have lasting psychological, emotional, and physical impacts that affect individuals, families, and the broader community; and

Whereas, strengthening protective factors such as supportive relationships, community connection, and access to resources helps reduce risk and promote healthy child development; and

Whereas, prevention is most effective when supported by strong partnerships between local agencies, schools, healthcare providers, law enforcement, community-based organizations, and engaged residents; and

Whereas, organizations such as the Child Abuse Prevention Council of Western Nevada County, along with local partners and service providers, play a vital role in education, advocacy, and support for children and families; and

Whereas, prevention remains the most effective way to protect children and strengthen families.

NOW, THEREFORE, Be It Resolved that the Grass Valley City Council does hereby proclaim the month of April 2026, as Child Abuse and Neglect Prevention Month in Grass Valley and encourages all residents to recognize this month by working together to support children, strengthen families, and build a safer, more connected community.

Dated this 14th day of April 2026.

Hilary Hodge, Mayor

Haven Caravelli, Vice Mayor

Jan Arbuckle, Council Member

Joseph Bonomolo, Council Member

Thomas Ivy, Council Member



PROCLAMATION

Arts, Culture, & Creativity Month
April 2026

Whereas, Arts, Culture, & Creativity Month in April marks the 8th annual statewide celebration, first established by the California Legislature in 2019; and

Whereas, Grass Valley is home to one of a select number of California Cultural Districts—Grass Valley-Nevada City Cultural District—this being a partnership between the City of Grass Valley, the City of Nevada City, Nevada County Arts & Culture, and the business communities of both townships, represented by the Greater Grass Valley Chamber of Commerce and the Nevada City Chamber of Commerce; and

Whereas, the City of Grass Valley recognizes that arts, culture, and creativity are essential public goods, vital for the health and growth of thriving communities; and

Whereas, arts, culture, and creativity bring **joy**, inspire **action**, and generate **power** by uniting communities, strengthening our social fabric, and advancing equity, inclusion, and access; and

Whereas, arts, culture, and creativity shape neighborhood character, attract tourism, foster civic pride, and contribute to public safety and social well-being;

Whereas, creativity sparks innovation, provides youth with a well-rounded education, and equips our future workforce with critical skills and civic values; and

Whereas, arts, culture, and creativity drive local economic growth, contributing \$66 million and nearly 1400 jobs to Nevada County’s economy;

NOW, THEREFORE, on this 14th day of April 2026, the City Council of the City of Grass Valley hereby proclaim April 2026, and every April thereafter, as Arts, Culture, & Creativity Month and encourage all residents to join in the celebration.

Dated this 14th day of April 2026

Hilary Hodge, Mayor

Haven Caravelli, Vice Mayor

Jan Arbuckle, Council Member

Joseph Bonomolo, Council Member

Thomas Ivy, Council Member



GRASS VALLEY

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

Tuesday, March 24, 2026 at 6:00 PM

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MINUTES

CALL TO ORDER

Meeting called to order at 6:02 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 -

Resolution numbers corrected and addition of Resolution to item #5.

Motion to approve as submitted with noted changes made by Vice Mayor Caravelli, Seconded by Councilmember Arbuckle.

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

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

1. Country Gala Presentation

CITY UPDATE

PUBLIC COMMENT -

In person public comment: Speakers 1 thru 5 (noted changes no speaker #2)

Virtual comments attached.

CONSENT ITEMS -

Public comment: Anonymous

Motion to approve consent as submitted 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 March 10, 2026

Recommendation: Council approve minutes as submitted.

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

CEQA: Not a Project

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

4. 4th of July Fireworks Show (Approval of Pyro Spectaculars North Agreement)

CEQA: Not a project.

Recommendation: The Council 1) approve the 2026 4th of July Fireworks Show; 2) approve the City Manager to execute an Agreement with Pyro Spectaculars North, Inc. for the amount of \$25,500 for the 4th of July Fireworks Show subject to legal review; and 3) approve the Finance Director to make any necessary budget adjustments and transfers.

5. Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Memorandum of Understanding for January 1, 2026 - December 31, 2026

CEQA: Not a project

Recommendation: Adopt Resolution No. 2026-06 approving the Labor Memorandum of Understanding for an twelve (12) month period beginning January 1, 2026, through December 31, 2026, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

6. Temby St Water Line Replacement Project - Authorization to Award Contract

CEQA: Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council: 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), 2) authorize the City Engineer to award a contract to the lowest responsible bidder up to \$125,000, 3) authorize the Mayor to execute the construction contract, subject to legal review and, 4) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

7. Wolf Creek Community and Connectivity Project - Authorization to Award Contract

CEQA: N/A - Consultant selection is a procedural action. CEQA review will be completed as part of the project work

Recommendation: That Council 1) authorize the City Engineer to execute a contract with GHD pending legal review, for Civil Engineering Design, Project Management and Environmental Services, in the amount of \$2,088,126.60 for the Wolf Creek Community and Connectivity Project

8. Memorandum of Agreement with UCLA-OpalAi Wildfire Modeling Software

CEQA: Not a project

Recommendation: That the City Council Authorize the Interim City Manager to sign/execute the Memorandum of Agreement (MOA) with UCLA Opal AI Wildfire Modeling Software, 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

9. Title: Conduit Financing for the Spring Hill Gardens Apartments Project

CEQA: Not a Project

Recommendation: That the council 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”) & 2) Adopt Resolution No. 2026-07 approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Springhill Gardens Associates, L.P., a California limited partnership (the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

Jennifer Styczynski, Finance Director, gave overview of the item to the Council.

No public comment.

Motion to 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”) & 2) Adopt Resolution No. 2026-07 approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Springhill Gardens Associates, L.P., a California limited partnership (the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following) made by Councilmember Arbuckle, Seconded by Councilmember Bonomolo.

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

ADMINISTRATIVE

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Bonomolo visited the new skatepark, look at NID to take over the infrastructure from PGE, and report that Andy from Goodtimes thanked the City for the skatepark. Councilmember Ivy met with individuals and staff in regards to the roundabout, Community foundation has been working with an after disaster plan, NCTC meeting, and Pioneer Community Energy meeting. Councilmember Arbuckle thanked Councilmember Ivy for participating in Pioneer Energy, Nevada County Law and Fire council meeting, attended an on the town, had a conversation with Congressman Kiley, Public Safety Committee in DC, NLC Board meeting, and leaves for California League of City Public Safety meeting. Vice Mayor Caravelli attended ERC Executive Meeting, Summit is 10/29, KNCO, presenter for Day for Women Mayor Hodge attended the Nevada County Arts Committee meet up, peter and the wolf by InConcert Sierra, power of the purse, attended a Day for Women.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting adjourned at 7:05 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



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

Title: Memorandum of Understanding with the Sierra Nevada Firefighters, IAFF Local 3800 (Unit 8) for the Period January 1, 2026 - December 31, 2026

CEQA: Not a Project

Recommendation: Adopt Resolution No. 2026-08 approving a twelve (12) month Memorandum of Understanding between the City of Grass Valley and the Sierra Nevada Firefighters, IAFF Local 3800 (Unit 8), effective January 1, 2026, through December 31, 2026.

Prepared by: Jennifer Styczynski, Finance Director

Council Meeting Date: 04/14/2026

Date Prepared: 04/09/2026

Agenda: Consent

Background Information: Over the past several months, the City's labor negotiations team has met with representatives of the Sierra Nevada Firefighters, IAFF Local 3800 (Unit 8) to negotiate a successor Memorandum of Understanding (MOU) effective January 1, 2026.

The parties have reached agreement on all terms and conditions, and Unit 8 has formally ratified the MOU. The agreement is now presented to the City Council for approval.

Key provisions of the MOU include:

- 2.0% cost-of-living adjustment (COLA), retroactive to the first full pay period following January 1st, 2026
- Reduction of the Classic CalPERS employee contribution from 12% to 9%, effective upon CalPERS approval (12% remains in effect until implemented)
- Alignment of educational incentive pay language with other City MOUs, limiting incentives to the highest degree only (no stacking), with rates of 2.5% (certificate/AA), 5% (BA), and 7.5% (MA)
- Increase in paramedic incentive pay from \$600 to \$750 per month, limited to nine (9) employees

Council Goals/Objectives: Approval of this MOU supports the City's Strategic Plan goal of maintaining a productive and efficient workforce.

Fiscal Impact: The estimated cost of the agreement for the period January 1, 2026, through December 31, 2026, is approximately \$81,500 across the General Fund, Measure E, and Measure B.

Budget adjustments for FY 2025-26 were included in the mid-year budget review. Costs for July through December will be incorporated into the FY 2026-27 budget.

Funds Available: Yes

Account #: 100 - General Fund
200 - Measure E
207 - Measure B

Reviewed By: Interim City Manager

Attachments: Resolution No. 2026-08
Memorandum of Understanding - Unit 8 Red-lined
Exhibit A to Memorandum of Understanding (Salary Schedule)

RESOLUTION NO. 2026-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE SIERRA NEVADA FIREFIGHTERS, IAFF LOCAL 3800 (UNIT #8) FOR THE PERIOD JANUARY 1, 2026 – DECEMBER 31, 2026

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Sierra Nevada Firefighters, IAFF Local 3800 (Unit #8) have engaged in negotiations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit 8; and

WHEREAS, the parties came to an agreement which incorporates updates to the attached updated MOU;

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Sierra Nevada Firefighters, IAFF Local 3800 (Unit #8) for the period of January 1, 2026, through December 31, 2026, and authorizes the Interim City Manager to execute said agreement.

PASSED AND ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 14th day of April 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

ATTEST:

Taylor Whittingslow, City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL**

AND

**SIERRA NEVADA ~~COUNTY PROFESSIONAL~~ FIREFIGHTERS, IAFF LOCAL
3800 FOR**

**AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE
CITY'S EMPLOYEES UNIT #8**

Effective January 1, 2026 – December 31, 2026

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APPENDIX A – SALARY SCHEDULE AND CLASSIFICATIONS

APPENDIX B – PROCEDURE TO MONITOR CHAIN OF CUSTODY

**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND THE
~~SIERRA NEVADA COUNTY PROFESSIONAL~~ FIREFIGHTERS, IAFF LOCAL 3800 FOR AND
 ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #8
 "FIREFIGHTERS" FOR CALENDAR YEAR 2026.**

This agreement is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Sierra Nevada ~~County Professional~~ Firefighters, Local 3800 hereinafter referred to as the "Unit" or "Employees".

ARTICLE 1 - RECOGNITION

The City recognizes the Sierra Nevada ~~County Professional~~ Firefighters, Local 3800 and their designated representatives, as the exclusive representatives of the Firefighters Unit #8.

A. Dues Deductions

Employees may sign up for payroll deductions of Local 3800 dues with Local 3800. Local 3800 will certify to the City any new members of Local 3800.

City agrees to deduct dues as established by Local 3800, and premiums for approved insurance programs from the salaries of Local 3800 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 3800 along with a list of Employees who have had such amounts deducted. Local 3800 agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The Employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an Employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an Employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Local 3800 dues.

It shall be the sole responsibility of Local 3800 to procure and enforce payroll deduction of dues.

Local 3800 shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments, and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Local 3800 dues which the Employee was obligated to pay but failed to pay regardless of the reasons.

Any Local 3800 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 3800 membership shall be referred to Local 3800. The City agrees to continue all dues deductions until notified of a deduction change by Local 3800.

The City will provide Local 3800 with ten (10) days' advance notice by email to the Local 3800 President of any new Employee orientation as provided under California Government Code §3556. A designated Local 3800 representative will be given access and a reasonable amount of time without loss of pay during all new Employee orientation meetings to communicate with the Public

Employees that Local 3800 represents to ensure the effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the Public Employees on whose behalf it acts, and afford Local 3800 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 3800, and to answer questions.

The City will provide Local 3800 by email to the Local 3800 President with a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new Employee in Local 3800's bargaining unit within thirty (30) days of hire or by the first pay period of the month following hire as provided under California Government Code §3558.

The City will provide Local 3800 by email to the Local 3800 President with a list of all Employees in Local 3800's bargaining unit at least every one hundred twenty (120) days. The list will include each Employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

Nothing in the article is intended to limit or abridge the provisions of AB 119 as codified in California Government Code sections 3555 to 3599.

In compliance with SB 191, if the City has not conducted an in-person new Employee orientation within thirty (30) days of a newly hired Employee's start date, and the new Employee is working in person, the Association has a right to schedule an in-person meeting at the worksite during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired Employees in the applicable bargaining unit for up to thirty (30) minutes. The newly hired Employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Association, the City will provide an appropriate on-site meeting space within seven calendar days. This provision expires June 30, 2025.

ARTICLE 2 – SUPPORT OF AGREEMENT

A. Conditions

1. During the term of this Agreement, the City agrees to meet and confer only with the representative(s) officially designated by Local 3800 to act on its behalf and which is within its scope of representation. Employees agree to meet and confer only with the representative(s) officially designated by the City to act on the City's behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.
2. During the term of this agreement and as appropriate thereafter the parties agree to use the dispute resolution machinery as provided herein or by Civil Service rules as a means of adjudicating disputes between them.

ARTICLE 3 – MANAGEMENT PROCEDURAL PREROGATIVES

A. Understanding

1. It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit members' wages, hours and conditions of employment

and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the Agreement, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active unit members, to transfer, lay off, terminate or otherwise discipline Employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the Agreement.

2. The Employees recognize and agree that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by articles of this Document, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.
3. The Employees recognize and agree that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement or applicable law.
4. The Employees recognize and agree that the City's powers, rights, authority, duties and responsibilities include, without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.
5. It is understood and agreed that the specific express provisions contained in this Agreement shall prevail over employer practices and procedures and over all applicable laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any Employee rights or privileges other than those expressly stated therein.
6. If a conflict arises between this agreement and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

ARTICLE 4 – HOURS OF WORK AND BASIS OF COMPENSATION

A. Pay Periods

The "pay period" shall be fourteen (14) calendar days from Sunday at 0800 to 0800 on the second Sunday thereafter and refers to the period of computing compensation due for all normal working days during that period. Actual payment of payroll shall be made the ensuing Friday following the end of the pay period. The Employee or his designee with valid ID may pick up payroll after 12:00 noon that Friday at the Employee's assigned station. There are twenty-six (26) equal pay periods per year.

B. Work Periods

1. For Employees assigned to Shift Work, the work period will be a twenty-eight (28) day work period.
2. The average weekly duty hours shall be fifty-six (56) hours per week for Shift Employees.
3. The bi-weekly average work hours shall be one hundred twelve (112) hours for positions of Firefighter, Engineer and Captain who are assigned shift work at fire station(s) and shall coincide with the established two (2) week pay period (consisting of fourteen (14) days or two (2) weeks).
4. A standard work period for Employees assigned forty (40) work hours per week is fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter and refers to the period for computing compensation due for all normal working days during that period.
5. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date.

C. Calculation of Compensation

1. Compensation for Shift Employees is based on twenty-seven hundred fifty-six (2,756) hours per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour. The amount of salary for the first pay period in a twenty-eight (28) day work period shall be calculated by multiplying the hourly rate by one hundred six (106) hours. The second pay period of a twenty-eight (28) day work period will be one hundred six (106) hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire twenty-eight (28) day work period.
2. For Employees working a standard work period pay is based on two thousand eighty (2,080) hours per year with twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.
3. Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny but may not exceed the top of any pay range.

D. Workday

1. For Shift Employees working the normal workday means each day on which a shift Employee performs a normal working shift of twenty-four (24) hours including holidays, Saturday and Sunday. No work hours will be added or deducted due to daylight savings changes.
2. For Employees working a standard two thousand eighty (2,080) hours per year the normal workday means each day on which an Employee performs a normal working shift of eight (8) hours, including holidays, Saturday and Sunday. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 5. Work periods may be adjusted to reflect alternative work schedules. The normal workday is 8:00 a.m. to 5:00 p.m.

E. Work Schedule

The work schedule for Employees will be posted fourteen (14) days prior to the work period. The normal work schedule for two thousand eighty (2,080) hour Employees is Monday through Friday.

F. Lunch Period

Employees are allowed a one (1) hour lunch period.

G. Rest Period

1. Employees are allowed one (1) fifteen (15) minute rest period during the mid-morning hours and one (1) fifteen (15) minute rest period during the mid-afternoon hours except in the case of an emergency response.
2. Employees working eight (8) hours per day (or alternate schedule) are provided one paid fifteen (15) minute rest period for each half of the workday and a one (1) hour lunch break, generally in the middle of the workday. Lunch period and rest periods generally are not to be taken within one (1) hour of start or ending times.

H. Shift Trades

With approval of the Fire Chief or designee, the trading of hours between Employees may occur without overtime or other financial liability to the City. The trading of time between Employees may occur from one (1) work period to another. All such trades will be voluntary by the Employees affected. All shift trades shall be scheduled in accordance with Standard Operating Procedure (SOP) #110.

ARTICLE 5 – OVERTIME; CALLBACK; STANDBY; COURT TIME; TRAINING TIME**A. Overtime**

1. **Policy** - The Fire Chief or his designee will schedule the work of the Department so that Shift Employees will normally not work more than their assigned shifts in a twenty-eight (28) day work period. Overtime work will be held to a minimum consistent with the necessary staffing requirements of the Fire Department and emergencies within the City.
2. **Defined** -
 - i. Overtime is authorized time worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period.
 - ii. Employees who work in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period, will receive time and one half (time or pay) for all hours worked in excess of two hundred twelve (212) hours during the work period.
 - iii. Employees who work less than two hundred and twelve (212) hours in a twenty-eight (28) day work period will receive straight time (time or pay) up to two hundred twelve (212) hours.
 - iv. For Employees working a standard work period, overtime is authorized for time worked in excess of the assigned daily shift, provided total time worked in excess of forty (40) hours in a work week. Time may be adjusted to reflect alternative work schedules.
3. **Authorization for Overtime Work** - Overtime work not specifically authorized through the scheduling process shall be performed only upon express authorization of the Fire Chief or designee empowered by him/her to authorize the same.
4. **Reporting Overtime** - Total hours of recorded authorized overtime for each work period for each Employee shall be reported on attendance reports and shall be signed by Fire Chief or designated alternate. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.

5. **Fringe Benefits Not Affected by Overtime** - Overtime work shall not be a basis for increasing vacation or sick time leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary advances.
6. **Compensation for Overtime** –
- i. Compensatory time off (CTO) may be accrued up to ninety-six (96) hours. These limits may be exceeded due to emergencies but are to be brought into compliance as soon as operationally possible.
 - ii. An Employee shall have the option to request compensatory time in lieu of paid time for overtime necessitated by callbacks, training, sick leave, holiday, or vacation coverage. Approval from the Chief or designee is required. Strike team and overhead assignments will be paid only in overtime pay.
 - iii. Employees who work less than two hundred twelve (212) hours in a twenty-eight (28) day work period will receive their regular straight time pay, by including any available leave credits to reach the two hundred twelve (212) hour level. Vacation, floating holidays, sick leave, bereavement, jury duty and compensatory time off shall count as time worked for the purpose of computing overtime.
 - iv. Compensation received through the payment of workers compensation pay (4850) time shall not count as hours worked for the purpose of computing overtime.

B. Callback Time

1. Callback time shall be that time an Employee is called back to work by the Fire Chief or his designee before or after a normal work shift when an Employee is required to work on normal time off. The time actually worked, or a minimum of three (3) hours, may be paid or accrued as compensatory time off. Calculation subject to the two hundred twelve (212)-hour limit provided in Article 5, A (2).
2. Employees called back from vacation or compensatory time off leave shall be paid straight time for such hours worked.
3. Employees working a standard shift who are called back shall receive a minimum of three (3) hours call back pay at the overtime rate. Additional hours in excess of the minimum three (3) hours of call back time worked will be treated as overtime or straight time based on the actual hours worked in the two hundred twelve (212) hour work period.

C. Standby Time

Standby time shall be that time an Employee is designated by the Fire Chief to be available on immediate call on normal days or hours off. If not called, the Employee shall be compensated for the actual time on stand-by with a minimum of three (3) hours accrued as compensatory time or pay subject to the same rules for callback time.

D. Court Time

Court time is defined as that period of time when an Employee is required to appear in court as part of the performance of his/her normal duties on a day when the Employee would not otherwise be scheduled to work. Court time will be compensated only when the Employee is required to appear in court in connection with his or her duties at a time when he/she is not otherwise scheduled to be working. An Employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner

as call back time and shall be computed on the basis of the actual amount of the time the Employee is required to appear in court, rounded to the nearest one quarter (1/4) hour.

E. Training Time

1. The City recognizes the importance of training for Unit members and strives to provide a minimum of two (2) formal, career-related training opportunities per year. Employee-requested and Department approved training will include tuition, per diem and coverage of normally scheduled shifts at City expense. Employees will not receive any overtime for requested training. Probationary Employees will only be approved for classes needed to complete probation. The location of the approved training will be at the Department's discretion. All approved training funded by the City is subject to budgetary limitations.
2. Mandatory training, scheduled by the Department, will be at the City's expense, including any Employee overtime pay.
3. Expenses incurred must be in accordance with City travel expense policy. In addition to training provided in item 1 above, Employees may be granted relevant and job-related classes at the discretion of the Fire Chief with the sharing of costs to be mutually agreed upon by the Employee and Fire Chief.
4. Employees returning from weeklong forty (40) hour training programs to a regularly assigned shift, will be granted administrative time for the remainder of the shift that falls on the same day of their return from training. The Employee may choose to work the shift.

F. Overtime for Standard Time Employees

1. Overtime for Employees assigned an eight (8) hour day or approved alternative shift: It is the policy that overtime work be discouraged and that work be arranged so that full-time Employees shall normally work not more than eight (8) hours per work day or more than forty (40) hours per week, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to change based on alternative work schedules.
2. Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on alternative work schedules. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours). Overtime work will be paid, unless requested and approval received for compensatory time. Compensatory time is limited to no more than one hundred twenty (120) hours.
3. If a position is authorized to work an alternative work schedule the overtime calculations will be based on the authorized workday (i.e., a 9- or 10-hour day).

ARTICLE 6 – LEAVE

A. Absence from Duty

The absence of an Employee from duty shall be reported according to Department S.O.P. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for two (2) tours (96 hours) shall be deemed a voluntary resignation from City employment. For standard time Employees unauthorized absence from duty of five (5) days shall be deemed a voluntary resignation for City employment.

B. Sick Leave

1. Shift Employees shall be entitled to accrue seven point five (7.5) hours of sick leave per pay period (one hundred ninety-five (195) hours per year). If any Employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.
2. Standard time Employees shall be entitled to accrue three point six nine (3.69) hours of sick leave per pay period (ninety-six (96) hours per year). If any Employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

C. Sick Leave Usage

1. Sick leave accrual, if available, will be used for the following circumstances:
 - i. The absence from duty of an Employee because of his/her illness, pregnancy or related complications; quarantine due to contagious disease.
 - ii. The absence from duty of an Employee due to the preventative care, diagnosis, care or treatment of a health condition of the Employee's family member or other purposes authorized by Labor Codes Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking). For the purposes of this provision, family member shall be restricted to the Employee's biological parent, foster parent, adoptive parent, sibling, spouse, domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparents, stepchildren, step sibling, where there is a child rearing relationship, or a person who stood in loco parentis when the Employee was a minor child.
 - iii. The medical appointment of an Employee.
 - iv. The absence from duty of an Employee due to the medical appointment or illness of his/her spouse, domestic partner, child, or parent to the extent provided by California Law (specifically, AB 109, known as the "Kin Care" legislation effective in 2000, and SB 1471, as enacted in 2003).
2. If absence from duty by reason of sickness extends beyond the period of two (2) work shifts (forty-eight (48) hours), the officer or Employee may be required to provide, to the Fire Chief or his/her designee, a verification of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All Employees whose absence from duty because of sickness extends beyond two (2) calendar weeks shall cause a weekly report or certificate by a regular licensed and practicing physician to be filed with the Fire Chief or his designee. Certificates filed under this section shall detail the nature of the sickness and certify the Employee's inability to return to work. If no certificate is filed, salary or wages may be withheld from Employee. The Fire Chief or his designee may require any Employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time that the Fire Chief is aware of information that an Employee is abusing sick leave. No Employee will be disciplined for insubordination based on the refusal to work when he or she has elected to use accrued sick leave but will remain subject to discipline for any abuse or dishonesty in the use of sick leave.

D. Worker's Compensation Pay

Employees absent from work under Labor Code Section 4850 shall be compensated for those scheduled hours at straight time.

E. Bereavement Leave

1. Employees shall be granted leave of absence with pay not to exceed two (2) work shifts (forty-eight (48) hours) per fiscal year non-cumulative for the purpose of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the Employee or of the spouse of the Employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Employee, stepparents or any relative living in the immediate household of the Employee.
2. Leaves in excess of the two (2) work shifts as specified above (or in case of additional deaths) shall be charged to vacation or compensatory time, in accordance with AB 1949.
3. Standard Employees will receive forty (40) hours of time to be used in the same manner as provided for in this section.

F. Vacation Leave

1. Following completion of twelve (12) months of continuous service, an Employee shall receive credit for vacation pay in accordance with the following schedule for Shift Employees:
 - Up to two 2 years.....144 hours per year (5.54 hours per pay period)
 - 2 years plus to 5 years.....168 hours per year (6.46 hours per pay period)
 - 5 years plus to 10 years.....216 hours per year (8.31 hours per pay period)
 - 10 years plus to 15 years.....240 hours per year (9.23 hours per pay period)
 - 15 years plus to 20 years.....288 hours per year (11.08 hours per pay period)
 - 20 plus years.....312 hours per year (12 hours per pay period)
 Credit for Standard work week Employees will be as follows:
 - Up to 2 years.....80 hours per year (3.08 hours per pay period)
 - 2 plus years to 5 years.....96 hours per year (3.69 hours per pay period)
 - 5 plus years to 10 years.....120 hours per year (4.62 hours per pay period)
 - 10 plus years to 15 years.....140 hours per year (5.38 hours per pay period)
 - 15 plus years to 20 years.....160 hours per year (6.15 hours per pay period)
 - 20 plus years.....176 hours per year (6.77 hours per pay period)
2. All vacation hours earned by an Employee shall be vested to such Employee at the conclusion of each pay period.
3. Shift Employees will be permitted to accumulate accrued vacation hours until they reach maximum cap limit of four hundred twenty (420) hours. No more than four hundred twenty (420) hours of accrued vacation may be carried over to the next calendar year. Once the Shift Employee reaches the cap limit of four hundred twenty (420) hours, vacation shall not continue to accrue until the Shift Employee has used accrued vacation hours to lower the accumulated accrued vacation hours below four hundred twenty (420) hours.
4. Standard Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of three hundred twenty (320) hours. No more than three hundred twenty (320) hours of accrued vacation may be carried over to the next calendar year. Once the Employee reaches the cap limit of three hundred twenty (320) hours, vacation shall not continue to accrue until the Shift Employee has used accrued vacation hours to lower the accumulated accrued vacation hours below three hundred twenty (320) hours.

5. Vacation will be scheduled in accordance with Department SOP #109. In the event an Employee is not permitted to schedule and take vacation as caused by the City, which results in the Employee exceeding the accumulation limits. The Fire Chief, may upon request of the Employee, request the City Manager to approve a ninety (90) day extension of time, in which vacation time will be scheduled that will bring the Employee's accrued time below the hour limit. For vacation requested for the same period, seniority with the Fire Department will determine the order which Employee receives their vacation request first.
6. Vacation Elective cash-out provisions: Employees may, once each calendar year during the month of December, request payment in lieu of vacation if the following conditions are met:
 - i. The Employee has taken a minimum of ninety-six (96) hours of vacation and/or holiday hours off in the current calendar year as of the last full pay period ending in the month of November;
 - ii. The Employee has no less than two hundred (200) hours of accrued vacation and holiday hours as of the last full pay period in the month of November; and
 - iii. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and
 - iv. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and
 - v. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed; and
 - vi. The requested vacation cash outs will be paid by the last paycheck of the calendar year in which the vacation hours are earned.

G. Holiday Pay

1. All non-shift unit members shall receive pay in lieu holidays. Personnel assigned to the following classifications, which must be staffed each day of the week, are not granted official City holidays as days off with pay:
 - Firefighter
 - Engineer
 - Captain

~~Effective July 1, 2022, in lieu of City holidays, Employees in the classifications above received five (5%) percent increase in base salary.~~

2. In the event an Employee wishes to observe a City holiday they must submit a request for vacation or CTO time off and receive approval from their supervisor.
3. **Holidays (For Non-shift {forty (40) hour per week Employees} only)** Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City ordinance or resolution. The holiday is the day as observed by the City. For standard work week Employees holidays are recognized as eight (8) hour days.

Recognized holidays shall include:

- | | |
|--------------------|------------------------|
| a. New Year's Day | Columbus Day |
| Martin L. King Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| July 4th | Christmas Day |

Labor Day

b. Two (2) Floating Holidays

H. Jury Duty Leave

An Employee shall be paid their normal salary for each workday or portion thereof; they are required to be on jury duty. Any money received by the Employee for jury duty shall be remitted to the City by the Employee, less travel expenses.

I. Family and Medical Care Leave

1. A regular full-time Employee, with more than one year of continuous service, or who has worked more than one thousand two hundred fifty (1,250) hours during the previous twelve (12) months, may request a Family and Medical Care Leave of absence of up to twelve (12) weeks in any one continuous twelve (12) month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has a serious health condition or for one's own health condition that makes the Employee unable to perform the essential functions of the job. If this leave is granted, upon return, the Employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. Available accruals must be used for such leaves. For leaves related to an Employee's own serious health condition, or that of an eligible family member, sick leave will be utilized first, followed by other accrual (holiday, CTO, vacation). If all available accrual is depleted an Employee may continue on an unpaid leave until the twelve (12) week maximum leave is taken. If an Employee desires to take an FMLA or CFRA leave not associated with the serious health condition of him or herself, or an eligible family member, sick leave hours accrued may not be used.
2. Whenever possible, the Employee must provide at least thirty (30) days written notice that they wish to take this leave of absence. When this is not possible the Employee must notify the City, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the Employee complies with the notice provisions.
3. The City will require the certification from the health care provider who is attending to the serious health care condition of the Employee, the Employee's child, spouse or parent before allowing the Employee to take a leave to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) (without being given a diagnosis) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full workday (shift).
4. If the Employee is pregnant, she is entitled to pregnancy disability leave and/or Family and Medical Leave in accordance with California and federal law.
5. The cost of the health care coverage while on a Family and Medical Care Leave less any portion of the premium required to be paid by the Employee will be paid for by the City for up to twelve (12) weeks. If the Employee does not return from leave, the Employee will be responsible for reimbursing the City for the insurance premiums paid on their behalf.
6. While the above provisions will apply to most Employees in most circumstances, there are certain exceptions under which the City may refuse to grant a Family Care Leave.

ARTICLE 7 – RETIREMENT

A. CalPERS Pension Definitions

New Member Employees (PEPRA):

- i. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- ii. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- iii. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Employees:

- i. A member who was brought into CalPERS membership for the first time before January 1, 2013.
- ii. A member who was brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
- iii. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

B. New Member Retirement Benefits

New Employees hired on or after January 1, 2013, upon placement in a full-time employment status shall have the CalPERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and CalPERS.

C. New Member Retirement Contributions:

The Employee contribution rate shall be fifty (50%) percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by CalPERS annually.

D. Classic Member Retirement Benefits

Employees hired before January 1, 2013, and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety 3% at 55 formula.

E. Classic Member Retirement Contributions

Effective upon approval by CalPERS of the required contract amendment, the employee retirement contribution rate for employees classified as Classic CalPERS members shall be reduced from twelve percent (12%) to nine percent (9%) of pensionable compensation.

The parties acknowledge and agree that, pursuant to CalPERS requirements, this change constitutes a modification to the City's contract with CalPERS and is subject to statutory approval processes, including but not limited to public notice, introduction of an ordinance, and final approval by CalPERS. Accordingly, the effective date of this provision shall not be the date of adoption of this Memorandum of Understanding but instead shall be the date on which CalPERS formally approves and implements the contract amendment.

Until such approval is obtained and the amendment is implemented by CalPERS, the existing employee contribution rate of twelve percent (12%) shall remain in full force and effect. ~~Classic Member Employees shall pay a total pension contribution of twelve (12%) percent.~~

F. Supplemental Retirement Benefits

1. The City shall provide a supplemental retirement benefit to each eligible Employee covered under the terms of this Agreement who attains normal retirement age. The term "normal retirement age" is the age at which an Employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the Employee benefit plan described in section A of this Article. The term "eligible Employee" is limited to those Employees who leave City employment for the sole reason of retiring under a CalPERS regular service retirement, disability retirement, or industrial disability retirement provision.
2. For Employees hired before January 1, 2024, with at least ten (10) years of service with the City Fire Department are eligible for the benefit provided under the terms of this section. They are eligible for a one-time lump sum payment, calculated on the basis of fifty (50%) percent of the straight time value of the retiring Employee's accumulated but unused sick leave, up to five hundred twenty (520) hours (maximum pay out of two hundred sixty (260) hours) on the date that the Employee retires from City employment. The reference to sick leave hours in this section is for purposes of calculating the benefit provided under this section only and shall not operate to "vest" sick leave hours or otherwise create any entitlement to pay for those sick leave hours for an Employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring Employee's sick leave days shall be computed solely and exclusively on the basis of the non-overtime normal base wage rate paid to the Employee, and no overtime premiums, or any other type of premium pay, incentive pay or pay for working out of class or Employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this section.
3. Any Employee that shows an effective date of retirement into the CalPERS system within one hundred twenty (120) days of separation from employment with the City shall be credited with CalPERS service credit for all accumulated but unused or uncompensated sick leave.
4. Consistent with the sick leave provisions of this Agreement, any Employee whose employment with the City terminates for any reason prior to attaining normal retirement age forfeits all accumulated but unused sick leave hours and shall not become entitled or eligible to receive any benefits under the terms of this section even if the Employee is subsequently re-employed by the City. Any rehired or reinstated Employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this section shall not arise or vest, until such time as the individual Employee applying for the benefit becomes eligible for the benefit as provided in this section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The benefit provided in this section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature. Notwithstanding the limitations contained

in this section, the City shall pay a supplemental benefit consisting of all unused sick leave to the estate of any Employee covered by the MOU who is killed in the line of duty.

G. Retiree Health Insurance Benefit

1. For Employees hired prior to January 1, 2024, retiring from the City under CalPERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit:
 - i. The City will pay the statutory administrative fee for CalPERS coverage.
 - ii. The City will pay fifty (50%) percent of the cost for medical insurance for the Employee or Employee plus one (1). Amount will be equal to lowest cost available CalPERS insurance plan for Nevada County regardless of the plan selected by the Employee of the medical plans offered by the City through CalPERS.
2. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Department.
3. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 8 – SALARY SCHEDULE

A. Salary Ranges for Unit Classifications

The salary ranges for unit classifications shall remain as set forth on the attached schedule, referenced as Appendix A.

1. Effective retroactively to the first full pay period following January 1, 2026, and paid in the first full pay period following City Council approval of the MOU, salaries for each classification shall be increased by two (2%) percent.
- ~~1. Each classification covered by this MOU shall have an additional step five (5%) percent added effective January 1, 2025.

 - ~~i. Employees currently at top step for more than two (2) year eligible January 1, 2025.~~
 - ~~ii. All other Employees are eligible on applicable anniversary date after January 1, 2025.~~~~

B. Certificate and Educational Incentive

1. The City shall offer an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of ~~eleven-sixteen (16+)~~ percent of base salary. Only certificates and degrees granted by accredited institutions and are job related, which are above the minimum educational requirement of the Employee's position and enhance the Employee's abilities and contributions will be considered.. If an application for this incentive is denied it may be grieved.
2. The eligible degrees and certificates and corresponding incentives are as follows:
Unit 8 members shall be granted one and one quarter (1.25%) percent of base pay for each listed certificate with a maximum of eight and one half (8.5%) percent.

Approved certificates:

- Chief Officer;
- Confined Space Technician;
- Fire Officer;

- Instructor III;
- Possession of both Fire Investigator I and Inspector I;
- Fire Fighter 2;
- Fire Control 3;
- Fire Control 4;
- HazMat Specialist;
- Rapid Intervention Crew Tactics or Firefighter Safety and Survival;
- Rescue Systems 1;
- Rescue Systems 2;
- Swift Water Rescue Technician;
- California State Fire Training, Rope Rescue Operations;
- California State Fire Training, Structural Collapse Specialist 1;
- California State Fire Training, Confined Space Rescue Technician;
- California State Fire Training, Structural Collapse Specialist 2;
- California State Fire Training, Trench Rescue Technician;
- California State Fire Training, Rope Rescue Technician;
- Other certificates could be added by mutual agreement.

Unit 8 ~~employees~~members shall be eligible for educational incentive pay for approved certificates and degrees as set forth below. Incentive pay shall be calculated as a percentage of the employee's base salary. An employee shall receive incentive pay based on the highest qualifying educational attainment only. Educational incentives shall not be combined or stacked. A certificate shall only be eligible for incentive pay if the employee does not possess a qualifying degree. Upon attainment of a qualifying degree, eligibility for certificate incentive pay shall cease. Employees are not required to possess a lower-level degree to qualify for a higher-level degree incentive. Academic units used to obtain a higher-level degree shall not be used to qualify for incentive pay for any lower-level certificate or degree. The maximum educational incentive shall not exceed ~~granted two and one half (2.5%)~~ percent of base pay for each listed degree with a cumulative maximum of ~~five~~seven and one half (7.5%) percent of base salary.

<u>Approved Certificate/Degrees:</u>	<u>% of Base Salary</u>
<u>Certificate (minimum of 30 semester units)</u>	<u>2.5%</u>
Associate of Arts or <u>Associate of Science</u>	2.5%
Bachelor of Arts or Bachelor of Science	2.5 0%
Master of Arts or Master of Science	7 2.5%

3. Paramedic Incentive

Firefighters and Engineers with a current California paramedic license shall be eligible to receive a paramedic stipend of ~~six seven~~ hundred fifty (~~\$600~~750) dollars a month. Captains with a current California paramedic license shall be eligible to receive a paramedic stipend of ~~six seven~~ hundred fifty (~~\$600~~750) dollars a month when operating as a medic performing ALS skills (when necessary) full time to be eligible for stipend.- The stipend shall be paid in equal installments on a biweekly basis. For payroll calculation purposes, the stipend shall be converted to an hourly equivalent and included in the employee's regular rate of pay for overtime calculation in accordance with applicable law. The stipend shall not constitute a promotion, reclassification, or assignment to a higher-paying classification.

There will be a cap of ~~eight nine~~ (98) people receiving a paramedic stipend at any one time.

These incentives shall be given as an hourly equivalent.

Parties agree to meet and confer over the details of the ALS program upon request and as needed throughout the term of the MOU.

4. Deputy Fire Marshal

The Fire Marshal shall receive the hourly equivalent of six hundred (\$600) dollars a month. The stipend shall be paid in equal installments on a biweekly basis. For payroll calculation purposes, the stipend shall be converted to an hourly equivalent and included in the employee's regular rate of pay for overtime calculation in accordance with applicable law. The stipend shall not constitute a promotion, reclassification, or assignment to a higher-paying classification.

5. Expanded Scope EMT Incentive

EMTs who show, at a minimum, proficiency in all expanded scope EMT skills (as defined by SSV) and 12 Lead EKG application shall receive a stipend of one hundred (\$100) dollars a month ~~(hourly equivalent)~~. The stipend shall be paid in equal installments on a biweekly basis. For payroll calculation purposes, the stipend shall be converted to an hourly equivalent and included in the employee's regular rate of pay for overtime calculation in accordance with applicable law. The stipend shall not constitute a promotion, reclassification, or assignment to a higher-paying classification.

Proficiency is required within six (6) months from date of hire. Proficiency shall be proven with an SSV-approved testing process. EMTs must demonstrate proficiency annually.

Expanded scope EMT shall be required within twelve (12) months of hire for new Employees and shall be a ~~an~~ minimum requirement (MQ) for career Employees twelve (12) months after ratification.

6. Advanced EMT (LALS) – Limited Advanced Life Support

The Advanced EMT shall receive a stipend of three hundred (\$300) dollars a month. The stipend shall be paid in equal installments on a biweekly basis. For payroll calculation purposes, the stipend shall be converted to an hourly equivalent and included in the employee's regular rate of pay for overtime calculation in accordance with applicable law. The stipend shall not constitute a promotion, reclassification, or assignment to a higher-paying classification.

C. Rules for Use of Salary Schedule

1. In the general schedule of pay ranges established by the City Council each classification within a department has an applicable range consisting of five steps.
2. All appointments from a listing of eligible candidates will enter the probationary periods at the base salary of the range applicable to the job. The Fire Chief may recommend elevation above the entry level step to compensate for education, experience or as a recruitment incentive.

3. All Employees shall be eligible for a merit step increase to the next step in pay range every twelve (12) months until the end of his or her pay range. No advance in pay shall be automatic upon completion of the periods of service outlined hereinabove. All increases shall be made on the basis of merit as established by the Employee's service, and after the recommendation of the Department Head and approval by the City Manager. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude. Employees denied a merit increase will be eligible for reconsideration six (6) months following their initial review date.
4. Upon recommendation of the Fire Chief and approval of the City Manager, any Employee may be given an administrative raise to the next step in range, but not more than one (1) in eighteen (18) months. The administrative raise is not a right but may be given for outstanding services. A two and one-half (2.5%) percent administrative raise may be given above the five (5) step range schedule.
5. An Employee promoted from a Fire Department promotional list shall move to the closest salary step in the new class that gives a minimum of a five (5%) percent increase over base pay, not to exceed the top of the pay range, as recommended by the Fire Chief to the City Manager. The date of the promotion will establish a new anniversary date for the Employee's future performance evaluations. Should a promotion occur concurrently with the Employee's evaluation, and the Employee is eligible for a merit increase, the merit increase is to be included in the base salary before promotion.
6. Employees transferred from one department to another in the same classification will continue to receive the same salary and will have no change in their anniversary date and would not be subject to a probationary period.
7. Allocation to a class with Lower Salary Range (Voluntary Demotion or Reclassification): If the salary range of the new class to which an Employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible to move by a merit increase in the proposed range. If the top of the new range is lower than the current salary, then the salary will be reduced to an amount not to exceed the top of the new range effective the next full pay period one year from the re-allocation date.
8. An Employee reassigned by management to a position in a lower classification (demotion) will move to the closest salary step in the new class that provides a minimum five (5%) percent decrease in base pay. The anniversary date for future evaluations will be the date of the demotion.
9. A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that the position needs to be placed in a new classification. If the reclassification impacts only the incumbent Employee and the Employee is qualified for the position, they will be placed in the position. If more than one Employee is impacted and each is qualified, an internal review of the Employees will be completed to select the best qualified person for the position. A reclassification will result in the elimination of the old position if it is a single person position and be replaced with the new position, as by the very process the position has fundamentally changed. If the position is used by other departments the position being reclassified will be eliminated from the department impacted. A reclassification is not a promotion and does not carry with it an automatic pay increase. If the Employee's salary is currently below the minimum of the new range, the Employee's salary will be increased

to meet the minimum rate of the new range. A reclassification will not change the Employee's annual evaluation date. The Employee will be able to move through the new pay range based on the normal evaluation and merit process.

D. Acting Pay

The City recognizes the operational and career development value of assigning qualified Employees to act in higher ranks. In the absence of Employees assigned to higher ranks, and in accordance with policy set forth by the Fire Chief, a qualified Employee may move into the position in an acting capacity. Employees electing to serve in acting assignments will be subject to the following:

1. Qualified Employees may serve in an acting capacity in the Battalion Chief, Captain and Engineer positions. In the event that a qualified acting Battalion Chief does not exist or is not available, an NCCFD Battalion Chief may be assigned the duty.
2. To qualify to serve in an acting capacity, an Employee must have achieved a passing score on the last promotional or open/promotional testing process the City has offered for the acting position.
3. The job responsibilities of the Employee serving in an acting capacity shall be based upon those described in the current position duty statement for the position. Those responsibilities may be modified by the Fire Chief.
4. Employees meeting the minimum requirements for working in an acting capacity shall be paid a five (5%) percent pay differential for all hours—~~for~~ worked—~~done~~ in the acting assignment capacity. Such differential shall be calculated based on the employee's base rate of pay and shall be included in the employee's regular rate of pay for purposes of overtime calculation in accordance with applicable law.
5. Individuals performing acting duties must serve in such assignment for at least twelve (12) hours to qualify for acting pay. If such assignment continues past twelve (12) hours, the differential will be paid for all hours worked on that assignment.
6. Qualified actors may be used for station coverage and/or strike team assignments.
7. Payments to Employees for acting assignments will be made each pay period.
8. Employees may be removed from the list of eligible Employees for acting purposes for cause.
9. In no event will an out of class or acting assignment exceed nine hundred sixty (960) hours per fiscal year, pursuant to Gov Code Section 24080.

E. Specialist Classifications

Parties agree to continue to meet during next round of negotiations regarding classification duties. City proposes establishment of Specialist level for classifications. Differential of two and one-half (2.5%) percent.

F. Longevity Pay

~~Effective the first full pay period following MOU ratification by Local 3800 and City Council approval of MOU, T~~he City shall pay two and one-half (2.5%) percent of base rate for longevity pay upon completion of ten (10) years of continuous service. Longevity pay shall be paid in equal installments during regular payroll periods and shall be included in the regular rate of pay for purposes of overtime calculation in accordance with applicable law.

ARTICLE 9 - HEALTH AND WELFARE

A. Insurance Benefits

During the term of this agreement the City will make available medical, dental, and vision insurance benefits to the Employee and their dependents:

1. The City will pay a monthly set rate for health insurance (Medical, Vision, and Dental) based on the Employee's medical coverage selection as follows:

~~Effective July 1, 2024:~~

- ~~a. For Employee only - \$964.00;~~
- ~~b. For Employee plus 1 dependent - \$1,772.00;~~
- ~~c. For Employee plus 2 or more dependents - \$2,280.00.~~

Effective January 1, 2025:

- a. For Employee only - \$1,114.00;
 - b. For Employee plus 1 dependent- \$1,922.00;
 - c. For Employee plus 2 or more dependents- \$2,430.00.
2. ~~Effective July 1, 2024, Employees electing to waive medical insurance coverage will receive a payment of four hundred five (\$405) dollars per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and vision coverage.~~
~~Effective January 1, 2025, Employees electing to waive medical insurance coverage will receive a payment of five hundred five (\$505) dollars per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and vision coverage.~~
 3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or CalPERS regulations.
 4. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this agreement, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
 5. Subject to provisions of this MOU and policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
 6. The City will provide term life insurance coverage in the amount of fifty thousand (\$50,000) dollars for each Employee, five thousand (\$5,000) dollars for the Employee's spouse, and one thousand five hundred (\$1,500) dollars for other eligible dependents.
 7. **Short Term Disability Insurance**
 SDI is now in force for bargaining unit Employees. The Employee is entitled to supplement weekly SDI benefits with accumulated leave time up to the amount of his/her regular monthly salary.

ARTICLE 10 - SCHEDULING OF SHIFTS

A. Authorized Personnel

1. Shift assignments will be in effect for twelve (12) months unless an emergency warrants a change. The shift assignments will not be changed during the year unless requested by the Employee or Employer and only after a meeting has been held between the affected Employee(s) and the Fire Chief or his designee. Emergencies include but are not limited to the necessity to staff for unplanned Employee events that require a change for proper

coverage. All emergencies will be handled as the situation requires. Changes that occur as a result of the meeting between the Fire Chief or his designee and the affected Employee(s), shall not take effect for at least fourteen (14) calendar days following notice to the Employee(s), unless an earlier date is mutually agreed to by all parties.

2. The Fire Chief or his designee or under the direction of the City Council may assign one hundred (100%) percent of the total number of Employees of the Fire Department to work overlapping shifts in cases of emergencies as determined by the City Council.
3. For the term of this agreement the Chief or designee may temporarily change or alter shifts for the purpose of providing relief coverage on alternate shifts. These shift changes may occur where staffing will fall below minimum levels as a result of planned or non-emergency absences of other Employees. It is preferred by the City that Employees use hours earned because of working a flexed or alternate shift within the twenty-eight (28) day work period in which they were earned which are considered straight time hours. It is recognized that the use of flex time earned within the same work period is not always achievable or desirable and Employees will be granted comp time for time worked and not taken during the twenty-eight (28) day work period. Flexibility in scheduling will be done in accordance with departmental standard operating procedures.
4. For the term of this MOU City of Grass Valley firefighters will be assigned regular shifts to City fire stations.
5. All available shifts will first be offered to Unit 8 Employees before filling vacancies with temporary assistance or employees from other agencies.

ARTICLE 11 - PROMOTIONAL OPPORTUNITIES

Promotional examinations will follow the current Civil Service Rules. The Fire Chief will determine if there are sufficient qualified Employees for an internal department list, generally consisting of at least three (3) qualified personnel. If there is a need to create an open list, existing Unit 8 members will receive three (3) career points after successful completion of the examination process.

ARTICLE 12 - UNIFORMS

Employees shall receive a uniform allowance of one thousand two hundred (\$1,200) dollars. The allowance will be paid twice each year, with one half in July and one half in January. Payment will be made with first full pay period of the month and be made as part of the normal paycheck. The allowance will be prorated for each full month of employment for new Employees. Employees leaving City employment are not entitled to any proration of uniform pay.

A. Care of Uniform

1. New hires will purchase a Class A uniform within two (2) years of hire.
2. All uniforms will be kept in a clean and well-maintained condition.

B. Special Compensation

To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the uniform allowance above for classic members (as defined by CalPERS). For classic members, the City and Employees will be required to make required Employer and Employee contributions based on this special compensation in the applicable Employer/Employee contribution amounts. Pursuant to CalPERS regulations, the value of uniforms

and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

ARTICLE 13 - REDUCTION IN FORCE AND RE-EMPLOYMENT

1. In Lieu of Layoff

1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
2. City Council makes a finding that for reason of lack of work or lack of funds that a reduction in personnel is needed.
3. Department Head consults with Employees to explore alternatives
 - i. Voluntary furloughs/hours reduction sought first.
 - ii. Involuntary furloughs or reductions in hours may be imposed on a standard basis by class within the Department, not to exceed forty-eight (48) hours (2 shifts) per fiscal year. Should the City desire to utilize more than forty-eight (48) hours of involuntary furlough time in a fiscal year, the Grass Valley Fire Department Employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional twenty-four (24) hours of involuntary leave for a total of seventy-two (72) hours or refusing such request. If the request is refused the City shall have the option of reducing the force through layoffs.
 - iii. For Employees working eight (8) hour shifts, involuntary furlough time may not exceed eighty (80) hours per fiscal year. If additional time is desired the City may request an additional forty (40) hours of time for a total of one hundred twenty (120) hours. If the request for additional hours is refused the City shall have the option of reducing the force through layoffs.
 - iv. In lieu of taking actual furlough time Employees may elect to pay a higher portion of City provided benefits (i.e. health insurance) in an amount equal to the total savings that that would have been realized by the furlough time. Equivalent paid time may be taken off. Provided the savings are achieved within the same time period (fiscal year) as the assignment of furloughs.
 - v. If any of the options above (except iv) are chosen and include furloughs of Employees, no impact to benefits shall occur. Insurance will still be paid by the extent agreed to in this MOU. Leave accruals will continue at the full-time rates and will not be prorated for furlough day(s). Retirement contributions and related benefits shall be maintained as if no reduction in time had occurred and full year CalPERS service credit will be retained, unless precluded by CalPERS.
 - vi. Upon reduction in force, permanent Employees appointed to jobs with a lower pay range shall be given the next step up in the range lower than the range from which he/she was reduced. (i.e.: If Employee is Range 2, Step C, upon appointment to lower pay range due to reduction in force, Employee would be Range 1, Step D).

2. Treatment of the Employees Laid Off

1. When the Fire Chief is instructed by the City Council to reduce the number of Employees in the classified service within his/her department, lay-off shall be made in accordance with the following rules:

- i. Employees to be laid off shall be given a leave of absence without pay until the position is re-established whereupon such Employee shall be given ten (10) days' notice to accept re-employment.
 - ii. The names of each Employee laid off shall be entered on the "re-employment list" established by the Personnel Commission and notification as provided in the commission rules shall be required. Within ten (10) days, a certificate by a qualified physician or surgeon selected by the commission, may be required certifying as to his/her physical fitness to perform the service involved.
2. The first person laid off from a department within a class shall be the one with the least length of service within the class and grade since original permanent employment. The person so laid off shall thereupon be restored to a position in a class in the same department in which he/she formerly held a regular position in which:
 - i. The Employee displaced shall be considered laid off for the same reason as the person who displaces him/her and shall likewise be restored as provided herein, in a class in which an unfilled position exists, or,
 - ii. There is then employed a person with less total length of service since original appointment. The person with the least length of service shall be displaced by the Employee laid off from the higher class.
3. Should an Employee have rights for displacement in more than one previous classification, he/she shall displace first in the highest classification to which he/she is eligible.
4. In accordance with the City Charter, whenever a position in any class is to be filled, unless filled by a reduction of rank as provided above, it shall be filled in the following order:
 - i. From the re-employment list for that class;
 - ii. From the promotional register of eligibles for that class;
 - iii. From the appropriate competitive register of eligibles.
5. When employment is from the re-employment list, one name shall be certified for each vacancy to be filled and in the order of greatest length of service in that and higher classes since regular appointment.

C. Seniority

1. Seniority ratings in any department shall be based on the time in a classified position in the City of Grass Valley Fire Department, including periods of approved leaves of absence.
2. Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the years of continuous employment including approved leaves of absence dating from the first day of such continuous employment in any department or departments of the City of Grass Valley as a classified Employee.
3. Credits allowable by the Personnel Commission for examination based on the length of service shall be deemed to include periods of time granted under approved leaves of absence.

ARTICLE 15 - DISCIPLINARY ACTION

A. Principle

1. Every Firefighter and Employee shall retain his/her employment so long as it exists under the same or a different title, during good behavior, and shall not be suspended, fined, demoted, removed, or otherwise penalized, except as provided in the below paragraphs.

2. This article is subject, however, to every provision of the Constitution and applicable state statutes designated as a general ground of forfeiture of office, or employment or imposing a criminal liability.

B. Disciplinary Process

1. The purpose of disciplinary action is to correct deficiencies in Employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining Employees. Performance appraisals and non-punitive constructive disciplinary actions which are designed to assist an Employee to improve his/her performance are excluded from the procedural rights specified in this Section.
2. Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an Employee's record and may range from verbal counseling to immediate dismissal.
3. The normal progressive discipline procedure steps consist of the following, which will be administered in compliance with the Firefighters Bill of Rights.

C. Informal Actions

1. **Verbal Counseling:** An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action cannot be appealed.
2. **Documented Counseling:** A written record of performance issue accompanied by a written performance improvement plan including timeframes. A copy of this counseling is given to the Employee, and one (1) copy is filed in the supervisor's working file until the Employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed.
3. **Letter of Warning:** Informal action generally used after counseling has failed. Letter to document performance failures and advise Employee that if situation continues, a formal action will follow.

D. Formal Disciplinary Actions

1. **Written Reprimand:** A written communication to the Employee that an offense has been committed. This action can be discussed with the Fire Chief if so requested by Employee. The Fire Chief may uphold or modify the reprimand. A copy of this reprimand is given to the Employee, and one (1) copy is filed in the Employee's personnel file.
2. **Suspension Without Pay, Demotion, or Reduction in Pay:** These are serious disciplinary actions and are subject to the Skelly procedures below.
3. **Dismissal for Cause:** The final step in the progressive disciplinary process. Only the City Manager may dismiss any Employee covered by this MOU.

E. Administration of Discipline

1. Although one or more of these steps may be taken in connection with a particular Employee, no formal order or system is necessary. The severity of the action depends on the nature of the offense and an Employee's record and may range from verbal counseling to immediate

dismissal.

2. An Employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

F. Skelly Process

1. All formal disciplinary actions will be covered under this section when requested by the Employee.
2. The Employee shall be provided notice of the proposed discipline.
3. Within fourteen (14) calendar days of the notice of proposed discipline, the Employee or his/her representative may file a request for Skelly meeting.
4. The Skelly Officer shall schedule a pre-disciplinary response meeting with the Employee and his/her representative, if any, within fourteen (14) calendar days of the receipt of the request for meeting.
5. The Skelly Officer shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action, within fourteen (14) calendar days of the date of the Skelly meeting.

G. Appeal Process

1. Once a decision has been reached by the Skelly Officer that discipline is appropriate, the discipline will be imposed.
2. Appeal to the Personnel Commission: Any regular Employee who has completed their initial probationary period shall have the right to appeal the decision of the Skelly Officer by following the appeal process outlined in the Civil Service Rules and Regulations. There is no cost to the Employee for an appeal to the Personnel Commission, other than the cost of a copy of the transcript or other recording of the proceedings, pursuant to Section 11.6 of the Civil Service Rules and Regulations.
3. Alternative Appeal to Advisory Arbitration: As an alternative appeal procedure to that set forth in section G.2 above, any regular Employee who has completed their initial probationary period may elect to appeal the decision of the Skelly Officer to advisory arbitration, pursuant to the following procedure:
 - i. The appeal request must be made in writing to the City Manager within fifteen (15) days of the decision of the Skelly Officer;
 - ii. Within seven (7) calendar days of receipt of the appeal request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
 - a. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
 - b. Because appeal to advisory arbitration is an Employee-elected alternative procedure to an appeal to the Personnel Commission, each party shall pay fifty (50%) percent of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.
 - c. The arbitrator's decision shall be mailed to both parties, with the City's copy mailed to the City Clerk. The arbitrator's decision is advisory to the City

Council. The City Council shall, within thirty (30) days of the City Clerk's receipt of the arbitrator's decision, convene a hearing in closed session to review the arbitrator's decision. The City Council may approve, modify or reject the arbitrator's decision. The decision of the City Council is final.

4. Nothing herein shall restrict the right to make bona fide reduction in force or enact legislation requiring retirement for disability or age.
5. Discipline once imposed is only subject to this appeals process under Article 15 and is not grievable.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Definition

Grievance - A grievance is any dispute concerning the interpretation or application of this Agreement, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment.

B. Process

Grievances shall be processed in accordance with procedures established by the City.

C. Procedures

1. All grievances shall be processed only in accordance with the procedures and general conditions set forth below
2. It is the intent of these procedures to encourage resolution of grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

D. Informal Grievance

1. Within fourteen (14) calendar days (two (2) week tours) following an occurrence giving rise to a grievance, the Employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The Employee and Supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.
2. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

E. Formal Grievance

A formal grievance shall only be initiated by completing the grievance form provided by the City Manager's Office.

Step 1

1. If a mutually satisfactory solution of the grievance was not resolved informally, the Employee may file a written grievance with his/her Department Head (or designated representative) within fourteen (14) calendar days after the last meeting between the Employee and Supervisor. Within fourteen (14) calendar days after the formal grievance is received, the Fire Chief shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within

five (5) working days after concluding the investigation, the Fire Chief shall render a decision in writing to the Employee.

2. Unless a decision of the Fire Chief is appealed by the Employee to Step Two, in the time limits provided, the grievance shall be deemed resolved, final and binding.

Step 2

1. If the Employee is not satisfied that the grievance has been resolved in Step One, he/she may, within fourteen (14) calendar days after the receipt of decision, request in writing that the City Manager consider the grievance and decision as rendered by the Fire Chief. Within fourteen (14) calendar days after the grievance is received, the City Manager (or designated representative) shall review the facts, issues and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within fourteen (14) calendar days after concluding the review, the City Manager shall render a decision in writing to the Employee and Fire Chief.
2. Unless the decision of the City Manager is appealed by the Employee to Step Three, in the time provided, the grievance shall be deemed resolved, final and binding.

Step 3

1. If the Employee is not satisfied that the grievance has been resolved in Step 2, he/she may, within fourteen (14) calendar days after the City Manager's decision is rendered, request in writing to the City Manager, that the City Council consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the City Council shall designate a sub-committee which shall commence conducting the review. The City Council subcommittee shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within fourteen (14) calendar days after concluding the review, the City Council subcommittee shall render a decision in writing to the Employee, City Manager and Fire Chief.
2. As an alternative procedure to that set forth in Step 3, paragraph 1 above, the Employee or the Union may elect to submit the grievance to advisory arbitration pursuant to the following procedure:
 - i. The request to proceed to advisory arbitration must be made in writing to the City Manager within fourteen (14) calendar days of the decision of the City Manager;
 - ii. Within seven (7) calendar days of receipt of the request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.
 - a. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.
 - b. Because submittal of the grievance to advisory arbitration is an Employee or Union-elected alternative procedure to resolution by the City Council under Step 3, paragraph 1, each party shall pay fifty (50%) percent of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.
 - c. The arbitrator's decision is advisory to the City Council. The City Council may appoint a City Council sub-committee which shall review the written decision of the arbitrator and the record and issue a written decision within

thirty (30) days of receipt of the written arbitrator's decision. The City Council or its sub-committee may approve, modify or reject the arbitrator's decision.

3. The decision rendered by the City Council or its sub-committee shall be final and binding on all parties.

F. General Conditions

1. Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.
2. Grievances may be made only on behalf of an Employee who has successfully completed the required probationary period and attained permanent status.
3. An Employee may choose to represent himself/herself or select a representative of his/her choice. The Employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.
4. In the event that more than one (1) Employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The Employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.
5. Any time limit of these procedures may be extended by mutual consent of the parties in writing or by action of the Mayor in writing to all parties.
6. During the grievance process, there shall be no interruption of scheduled work of a Department or the City.
7. The time frames provided for may be modified by mutual agreement between the parties.

ARTICLE 17 – SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and its Employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the Employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Local 3800 shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
2. The City shall provide all needed and/or necessary safety equipment for the Employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the Employees against danger to health, life and limb. The City will make available to the Employees updated training programs on safety matters and issues as it deems necessary.
3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

B. Safety Equipment

The City may make such protective clothing or other protective equipment available to Employees as the Fire Chief deems appropriate under the circumstances. Any Employee issued such protective clothing, or other protective device is responsible for the proper care of these items. Leather turn out boots and leather helmets have been approved for use by Employees and will be provided as protective safety equipment.

C. Employee Alertness

1. The most effective safety equipment an Employee possesses is an alert mind. Conversely, an Employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to himself, his fellow Officers and Employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that Employees and Officers covered by this Agreement are alert and are not under the influence of alcohol, controlled substances, drugs, or other conditions which would tend to affect or impair judgment, reactions or thought processes.
2. The parties recognize the problems associated with alcohol and drug abuse in the workplace and recognize the safety hazard which would be presented if a unit Employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of Employees in the unit. The parties to the Agreement, therefore, wish to evidence their agreement to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve Employee's privacy and prevent abuse, as per attached drug and alcohol policy and "Chain of Custody" policy.

D. Drug, Alcohol and Substance Abuse Policy

1. The City reserves the right, for reasonable suspicion, to require an Employee to submit to drug, alcohol or substance abuse testing.
2. "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following:
 - i. A critical incident has occurred while on duty for the City or at the Employee's work location.
 - a. An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in (b) below.
 - b. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
 - c. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; Employee is observed with open container of alcohol in work area or vehicle.
 - ii. Documented objective facts and a reasonable inference drawn from those facts that an Employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the Employee's appearance, behavior, mannerisms, speech, or body odors. Components of such documentation should include:
 1. equilibrium,
 2. manner of speech,
 3. mental reactions,
 4. odor of intoxicants on breath or clothing,

5. eyes,
6. general appearance,
7. physical actions, and
8. work behaviors.

E. Employee Assistance Program

City shall maintain an Employee Assistance Program (EAP). Such program shall endeavor to provide counseling services for personal and family member problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for Employees in need of such referral and intervention. The City shall develop a policy guideline for EAP Programs.

ARTICLE 18 - NO STRIKE/NO LOCKOUT

It is agreed by the Local 3800 and the City that there shall be no strikes and no lockouts, or other deliberate actions impacting the ability of the City to provide fire related services during the term of this Agreement.

ARTICLE 19 – DISTRIBUTION OF MOU

The City shall provide copies of this agreement to new Employees covered by the agreement.

ARTICLE 20 - EFFECT OF THIS AGREEMENT

- A. It is understood and agreed that the specific and express provisions contained in this Agreement shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.
- B. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein--No member rights are created other than as expressly stated in this Agreement for the term stated herein. The parties are aware of the holding in the case of *Retired Employees Association of Orange County, Inc. v. County of Orange, California Supreme Court Case No. S184059, 2011 WL5829598* (Nov. 21, 2011) and hereby state that no implied terms are intended, or may any benefit, implementation practice or past practice not expressly stated within this Agreement, any other policy, ordinance, resolution, side letter or other statement agreed to by the parties, create a right or expectation in any member of the continuation of such implementation practice or past practice.
- C. In absence of specific provisions in this Agreement, City policies and procedures are discretionary.

ARTICLE 21 – NOTICE

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall have been deemed as delivered, duly served or given upon personal

delivery or upon mailing the same by United States registered or certified mail, proof of service, to the party entitled thereto at the address set forth below:

Employer **Sierra Nevada ~~County Professional~~ Firefighters, L3800:**

City Manager	Unit No. 8 Representative
City of Grass Valley	PO Box 2012
125 E. Main Street	Grass Valley, CA 95945
Grass Valley, CA 95945	

ARTICLE 22 - SEVERABILITY SAVINGS CLAUSE

- A. If, during the life of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Document, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Document shall not be affected thereby and shall continue in full force and effect.

- B. In the event of suspension or invalidation of any article or section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 23 – TERM OF MOU

- A. Upon the approval of the City Council and ratification by the Local 3800 the terms of this Agreement shall be effective and in full force through December 31, 202~~6~~⁵.

- B. This Agreement may be extended, modified, or amended; provided, that either party notify the other within one-hundred-twenty (120) days prior to the expiration date of this Agreement of its desires, and both parties mutually agree in writing to, and the City Council approves the extension, modification or amendment. The terms of this agreement shall remain in full force and effect during the pendency of labor negotiations subject to the limitations of the Meyers Milias Brown Act.

RECOMMENDATION OF REPRESENTATIVES

The City and representatives of the Employees for the Unit held meetings and discussed the above, and representatives of the Employees have caused this Document to be signed, and the representative of the City has caused this Document to be signed to signify their mutual recommendation for approval by the City Council as follows:

CITY OF GRASS VALLEY

SIERRA NEVADA COUNTY PROFESSIONAL FIREFIGHTERS

Alexander Gammelgard, Interim City Manager

Dan Paulus, Unit 8 Representative

Fergus Johnson, Local 3800 Representative

APPROVAL OF AGREEMENT

Approval and adoption of this Agreement is made this ~~8th day of October 2024~~ 14th day of April 2026 by the Grass Valley City Council.

Hilary Hodge, Mayor

Attest:

Taylor Whittingslow, Deputy City Manager/City Clerk

APPROVED AS TO FORM:

David Ruderman, City Attorney

ATTACHMENT A – SALARY SCHEDULE AND CLASSIFICATIONS

APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY

Upon implementation of its drug/alcohol-testing program, the City of Grass Valley should enter a contractual agreement with a NIDA certified physician service, hospital, and/or laboratory.

Inter alia, the contractee should design a chain of custody procedure, a copy of which should be provided by the City to the Bargaining Unit. Items to be addressed include:

- A. Who will coordinate the urinalysis program? This question really has two parts: What department will be responsible for the program, and who will collect the sample?
- B. How will sample tampering be prevented?
- C. Chain of custody samples: Starting at the time of collection, a sample's chain of custody must be documented and protected. Chain of custody is a legal term that refers to the ability to trace the sample from the time it was donated by the employee or applicant through all the steps in the process: from collection, through analysis, to reporting the result.
 1. Were the specimen and the reported result correctly matched?
 2. It will be further required that each time the sample changes hands or is moved from one place to another, it is signed and kept in a secure area to insure against inadvertent or intentional switching with another sample.
 3. The elements of a good chain of custody procedure include the following:
 - i. The employee should be supervised while delivering the specimen.
 - ii. The specimen container/s, preferably tamper-proof, should be banded directly to the person supervising the collection and labeled and sealed immediately. (The sample should be split, with one container held in reserve for possible re-testing).
 - iii. The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.
 - iv. The name of each person who has access to the specimen should be noted on a form accompanying the specimen.
 - v. The sample should be kept in a secure place such as a locked room or refrigerator until it is either tested or sent to the laboratory.
 - vi. Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.
 - vii. The sample must be transported to an outside laboratory. It should be mailed in a sealed container. U.S. Mail, or a commercial postal service or courier is all acceptable means for transporting specimens.
 - viii. The specimen must be in the same condition when offered as evidence as it was when taken, unless the change is for a justified purpose such as an alteration required for the testing procedure.
- D. Further items to be addressed concern the documentation procedures and consequences when an employee:
 1. Refuses to submit a specimen; or
 2. Alleges that he/she cannot provide a specimen.
- E. Maintenance of confidentiality by facility and employer:
 1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
 2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.

City of Grass Valley Salary Schedule
FY 2025-2026

Position	Hourly						Bi Weekly						Monthly						Annually					
	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Fire Unit 8 January 1, 2026 - December 31, 2026:																								
Deputy Fire Marshal (Note 2)	30.47	32.00	33.59	35.27	37.06	38.91	3,412.35	3,583.71	3,761.92	3,950.42	4,150.34	4,358.26	7,393.42	7,764.70	8,150.83	8,559.24	8,992.40	9,442.89	88,721.07	93,176.43	97,810.00	102,710.90	107,908.82	113,314.66
Deputy Fire Marshal	40.35	42.40	44.51	46.76	49.06	51.52	3,228.10	3,392.11	3,561.02	3,740.54	3,924.96	4,121.62	6,994.21	7,349.58	7,715.55	8,104.51	8,504.08	8,930.17	83,930.50	88,194.91	92,586.62	97,254.14	102,048.96	107,162.02
Fire Captain (Note 2)	30.47	32.00	33.59	35.27	37.06	38.91	3,412.35	3,583.71	3,761.92	3,950.42	4,150.34	4,358.26	7,393.42	7,764.70	8,150.83	8,559.24	8,992.40	9,442.89	88,721.07	93,176.43	97,810.00	102,710.90	107,908.82	113,314.66
Engineer (Note 2)	25.21	26.48	27.81	29.18	30.65	32.18	2,824.01	2,965.67	3,114.18	3,268.41	3,432.91	3,604.27	6,118.69	6,425.62	6,747.40	7,081.55	7,437.98	7,809.26	73,424.33	77,107.43	80,968.74	84,978.57	89,255.71	93,711.07
Fire Fighter (Note 2)	21.64	22.74	23.88	25.07	26.34	27.65	2,424.17	2,546.41	2,674.36	2,808.02	2,949.68	3,097.05	5,252.37	5,517.22	5,794.44	6,084.04	6,390.97	6,710.27	63,028.49	66,206.65	69,533.32	73,008.50	76,691.60	80,523.21
Fire Inspector	26.56	27.89	29.27	30.75	32.27	33.88	2,124.86	2,230.94	2,341.92	2,460.24	2,581.82	2,710.75	4,603.87	4,833.71	5,074.16	5,330.52	5,593.95	5,873.30	55,246.46	58,004.54	60,889.92	63,966.24	67,127.42	70,479.55

Notes:

- 1) N/A
- 2) Based on 2,912 hours per year
- 3) N/A
- 4) Rate for Level 1 Reserve Officers hired before 1999
- 5) A range equal to that of Police Officer 1 as published in the Unit 6 MOU
- 6) Range of \$28.35-\$42.00/hour depending on City need and experience level
- 7) Minimum wage



City of Grass Valley City Council Agenda Action Sheet

Title: Memorandum of Understanding (MOU) between the City of Grass Valley and Nevada County Resource Conservation District (NCRCD) (via direct funding allocation award; PG&E)

CEQA: Multiple Proposed Projects. Either CEQA exempt and/or NCRCD/Contractor provides CEQA + any/all required permitting services.

Recommendation: Authorize City Manager or City Representative to sign/execute the MOU with Nevada County Resource Conservation District (NCRCD), subject to legal review.

Prepared by: Duane Strawser, OES/CRRM

Council Meeting Date: 04/14/2026

Agenda: Consent

Date Prepared: 04/07/2026

Background Information: The City of Grass Valley contains many hazardous, over-forested/vegetated parcels posing imminent wildfire ignition threats. Partnering with local non-government organizations (NGO's) and/or non-profit organizations (NPO's) leverages grant opportunities, ultimately leading to additional mitigation of over-forested/vegetated parcels than could be completed without such partnerships.

To this end, the Measure-B/Office of Emergency Services - Community Risk Reduction built strategic partnerships with regional NGO's/NPO's who have access to Federal, State and/or Private direct allocation funding for Wildfire Fuels mitigation. Our partners at the Nevada County Resource Conservation District received a grant award specified for Wildfire fuels reduction and invited the City for a list of prioritized hazardous fuels parcels near, or adjacent to PG&E infrastructure zones serving the City for funding from our utility providers at PG&E, which we compiled and submitted.

Best-practices deem parties sign MOU agreements ensuring related partner projects meet the objectives, expectations and liability requirements needed for the benefit of the community. This MOU will allow work to move forward for public safety benefit of the community.

Council Goals/Objectives: This action attempts to achieve the following strategic goals:
GOAL #1 - Public Safety via Wildfire Risk Hazardous Fuels Reduction and Land Management.
GOAL #2 - Community Safety/Quality of Life via Nature/Forest Health treatment activities.
GOAL #3 - Mitigate hazardous parcels beyond the capacity of the City/Measure-B field crews.

Fiscal Impact: N/A - Little/no City expenditures beyond staff time, CRRM project oversight.

Funds Available: N/A

Account #: N/A

Reviewed by: Interim City Manager

Attachments: MOU with NCRCD



NEVADA COUNTY RESOURCE CONSERVATION DISTRICT
113 Presley Way, Suite 1
Grass Valley, CA 95945
(530) 798-5529
www.ncrcd.org

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into on 4/2/2026, by and between the Nevada County Resource Conservation District (NCRCD), located at 113 Presley Way, Suite 1, Grass Valley, CA 95945, and the City of Grass Valley (City). NCRCD and the City may be referred to individually as a “Party” and collectively as the “Parties.”

PURPOSE

The purpose of this MOU is to establish a cooperative working relationship between NCRCD and the City of Grass Valley for the implementation of the NCRCD Grass Valley Collaborative Fuels Reduction Project.

PROJECT SUMMARY

This project seeks to implement targeted hazardous fuels reduction treatments across priority roadside and right-of-way locations within the City of Grass Valley. The work is designed to reduce wildfire ignition risk, protect electrical and telecommunications infrastructure, improve emergency evacuation safety, and enhance roadway visibility along heavily traveled transportation corridors.

Treatment activities will be carried out by a qualified contractor, including the removal of hazardous trees, ladder fuels, and roadside vegetation within clearly defined priority and optional treatment units. One treatment unit includes higher operational complexity; however, site preparation has already been completed, including the construction of a staging area to support safe equipment operations.

The largest treatment unit, approximately 14.8 acres along Idaho Maryland Road, is located within the previously approved Loma Rica Open Space Fuels Reduction Project area. Environmental review for that broader project has been completed, and additional environmental compliance is not anticipated for remaining units unless deemed necessary.

PROJECT OBJECTIVES

The objectives of this project are to:

- Reduce hazardous wildfire fuels adjacent to utility infrastructure
- Improve evacuation route safety for residents and emergency responders
- Protect residential neighborhoods, community infrastructure, and services
- Support regional wildfire resilience, including aviation safety considerations



NEVADA COUNTY RESOURCE CONSERVATION DISTRICT
113 Presley Way, Suite 1
Grass Valley, CA 95945
(530) 798-5529
www.ncrcd.org

RESPONSIBILITIES OF THE PARTIES

Nevada County Resource Conservation District (NCRCD)

NCRCD agrees to:

- Provide overall project management, coordination, and administration
- Oversee contractor selection and implementation of treatment activities
- Ensure treatments are conducted in accordance with project objectives and applicable regulations
- Coordinate with utility providers and other stakeholders as needed
- Monitor project implementation and maintain communication with the City

City of Grass Valley

The City agrees to:

- Provide all necessary road control, traffic management, and road closure services at its expense
- Facilitate access to project areas within City jurisdiction
- Coordinate with NCRCD on scheduling and public safety considerations
- Support safe and efficient implementation of treatment activities

TERM

This MOU shall become effective upon signature by both Parties and shall remain in effect until project completion, unless extended or terminated by mutual written agreement.

AMENDMENTS

This MOU may be amended at any time by written agreement signed by both Parties.

LIABILITY

Each Party shall be responsible for its own acts and omissions. Nothing in this MOU shall be construed to create liability beyond that provided by law.

ENTIRE AGREEMENT

This document constitutes the entire understanding between the Parties regarding this project.

Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, or



NEVADA COUNTY RESOURCE CONSERVATION DISTRICT
113 Presley Way, Suite 1
Grass Valley, CA 95945
(530) 798-5529
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liability (including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) to the extent caused by that party or its officers, agents, employees, and volunteers in the performance of the obligations under this MOU.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding.

NEVADA COUNTY RESOURCE CONSERVATION DISTRICT

Signature

Print Name

Date

CITY OF GRASS VALLEY

Signature

Print Name

Date



City of Grass Valley City Council Agenda Action Sheet

Title: Condon Park Skatepark Project - Final Acceptance

CEQA: N/A - Project is Complete

Recommendation: That Council: 1) accept the Condon Park Skatepark Project as complete, and 2) authorize the Deputy Public Works Director to file a Notice of Completion with the County Recorder.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 04/14/2026

Date Prepared: 04/1/2026

Agenda: Consent

Background Information: On February 13, 2024, Council authorized the award of a contract for the Condon Park Skatepark Project to Grindline Skateparks, Inc. in the amount of \$1,499,558.60. The project involved replacing the existing skatepark in Condon Park with an entirely new skatepark.

All the work has now been completed by the contractor. Three contract change orders were issued with final project costs totaling \$1,648,313.52.

The Engineering Division has field accepted the work and the contractor has provided the City with a guarantee of work for a period of one year following the date of acceptance of the project. Upon Council's acceptance, Staff will file a Notice of Completion with the County Recorder's Office. If no Stop Notices are received by the City after a period of thirty-five (35) days from the filing date of the Notice, all appropriate bonds will be released to the contractor.

Council Goals/Objectives: The skatepark improvements execute portions of work tasks towards achieving/maintaining Strategic Plan - Recreation and Parks.

Fiscal Impact: The Condon Park Skatepark Project cost are fully funded by Prop 64 Public Health and Safety Grant and Measure E Funds as identified in the adopted CIP Budget.

Funds Available: Yes

Account #: 260-406-64160
300-406-66658

Reviewed by: Interim City Manager

Attachments: Notice of Completion

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:

**ENGINEERING DIVISION
CITY OF GRASS VALLEY
125 East Main Street
Grass Valley, CA 95945**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. That the undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is the **City of Grass Valley.**
3. The FULL ADDRESS of the OWNER is **125 East Main Street, Grass Valley, CA 95945.**
4. The nature of the INTEREST or ESTATE of the undersigned is: **FEE.**
5. A work of improvement on the property hereinafter described was COMPLETED: **April 14, 2026.**
6. The work of improvement completed is described as follows: **Skatepark construction.**
7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Grindline Skateparks, Inc.**
8. The street address of said property is: **660 Minnie Street. Grass Valley, Ca 95945**
9. The property on which said work of improvement was completed is in the City of **Grass Valley**, County of **Nevada**, State of California and is described as follows: **Public park**

City of Grass Valley
Owner

by: _____
Zac Quentmeyer, Deputy Public Works Director

"I certify under penalty of perjury that the foregoing is true and correct."

(Date and Place)

(Signature)



City of Grass Valley City Council Agenda Action Sheet

Title: Prefabricated Restroom Site Improvements Project - Contract Change Order

CEQA: Existing facility

Recommendation: That Council authorize the City Engineer to execute a contract change order of up to \$200,000.00 for added work on the Prefabricated Restroom Site Improvements Project to fund additional work in the related areas and to take advantage of contractor efficiencies

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

Council Meeting Date: 4/14/2026

Date Prepared: 4/9/2026

Agenda: Consent

Background Information: On December 9, 2025, Council authorized award of a contract for the Prefabricated Restroom Site Improvements Project with Hansen Bros Enterprises (HBE) in the amount of \$522,630. The project involves the prep work and site improvements associated with three new restrooms to be installed at Condon Park and the South Church St public parking lot; including accessibility improvements, pavement maintenance and striping of the roads, trails, and parking lot.

Engineering Staff have discussed with HBE added work in several locations to construct improvements that would be more cost effectively completed while HBE is already mobilized performing similar work. Specifically, the replacement of pavers (which required construction-related disruption) in the Christopher Stevens alley with stamped concrete would extend the cobble surfacing treatment from the Mill St Plaza up to the S Church St parking lot and eliminate existing uneven and unsightly areas of settled pavers at the cost of approximately \$20,000.

The project already includes the resurfacing and restriping of the S Church St parking lot, and it is recommended to add the City Hall and Union Square parking lots now to provide upgraded and uniform treatments to the downtown parking lots as the City begins implementation of the new parking program in the coming months. This work would add approximately \$60,000 to the existing contract.

Finally, the Condon Park baseball fields have been experiencing drainage issues for several years which lead to increased costs and staff time for field maintenance. A budgeted project (Condon Park Baseball Improvements Project) was established to address some of these deficiencies, among other improvements, but is unlikely to be

delivered this fiscal year - however, a portion can be. HBE can complete installation of drainage gutters, inlets and piping with equipment already onsite at Condon Park and have proposed a cost of \$120,000 to complete these improvements as part of their contract - an approximate \$30,000 efficiency savings to original drainage project estimates.

The total cost of the proposed contract additions is \$200,000. Engineering has determined the cost to be reasonable and more efficiently performed in conjunction with the current Prefabricated Restroom Site Improvements Project work. Staff recommends that Council authorize the City Engineer to execute a contract change order of up to \$200,000.00 with Hansen Bros Enterprises.

Council Goals/Objectives: The Prefabricated Restroom Site Improvements Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - Recreation & Parks.

Fiscal Impact: The purchase and installation of prefabricated restrooms and associated site improvements was fully funded in the FY 25/26 Capital Improvement Program Budget with a combination of Measure E and Special Project Funds, as well as a cost share contribution from the Grass Valley Downtown Association (GVDA). Three different budgeted capital projects, “Park Restroom and Accessibility Improvements”, “Church St Parking Lot Restrooms” and “Condon Park Street Maintenance” with a total approved budget of \$1,525,000 were ultimately combined into one construction project for easier delivery. Available cost savings between the approved construction contract and restroom purchase total of approximately \$1,245,000 and the budgeted projects amount would fully fund the change order work summarized in this request. Additionally, the Condon Park Baseball Improvement Project was separately budgeted in FY 25/26 Budget at \$600,000, with a portion of that budget to be utilized to pay for the drainage improvements as discussed.

Funds Available: Yes

Account #:
200-406-64140 and 200-406-66658

Reviewed by: Interim City Manager

Attachments: N/A

HBE JOB # 2600105

HANSEN BROS. ENTERPRISES
CSL 207705 P.O. BOX 1599, GRASS VALLEY,
CA 95945 TEL: (530) 273-3381 FAX: (530) 273-
4396

CHANGE ORDER FORM

CHANGE ORDER #: 3 LOCATION: CONDON PARK BASEBALL FIELD CHANGE ORDER DATE:
4/8/2026 OWNER: CITY OF GRASS VALLEY

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
DRAINAGE INLET AND GRATE	1.00 EA	5,104.00	5,104.00
2X2 AREA DRAIN	3.00 EA	4,042.00	12,126.00
DRAINAGE PIPE 15"HDPE	365.00 LF	149.00	54,385.00
3" HMA R AND R	165.00 SY	98.50	16,252.50
12" RIP RAP DISSIPATOR	1.00 EA	1,644.00	1,644.00
SIDEWALK/ STAIRS	70.00 SF	135.00	9,450.00
CURB AND GUTTER	140.00 LF	120.75	16,905.00
			0.00
			0.00
			0.00
			0.00

ADD 8.00 DAYS TO CONTRACT.

CHANGE ORDER TOTAL\$115,866.50

ALL TERMS, CONDITIONS, NOTES AND EXCLUSIONS OF ORIGINAL CONTRACT APPLY TO CHANGE ORDER WORK.
IF ACCEPTED, PLEASE SIGN BELOW SO WORK MAY BE SCHEDULED.

CHANGE ORDER TOTAL\$58,135.00



ALL TERMS, CONDITIONS, NOTES AND EXCLUSIONS OF ORIGINAL CONTRACT APPLY TO CHANGE ORDER WORK.

IF ACCEPTED, PLEASE SIGN BELOW SO WORK MAY BE SCHEDULED.

BRETT SCHAUFFLER

OWNER/REPRESENTATIVE

HANSEN BROS. ENTERPRISES

3/30/2026

DATE

DATE



City of Grass Valley
City Council
Agenda Action Sheet

Title: An Ordinance of the City Council of the City of Grass Valley adding section 17.74.060(A.5.) Of chapter 17.74 and section 17.81.130 (C.) of Chapter 17.81, Title 17 of the Grass Valley Municipal Code regarding tolling provisions and expiration terms for development entitlements and tentative maps

CEQA: Not a Project under CEQA pursuant to CEQA Guidelines §15378

Recommendation:

Introduce Ordinance No. 841 adding section 17.74.060(A.5.) of chapter 17.74 and section 17.81.130 (C.) of Chapter 17.81, Title 17 of the Grass Valley Municipal Code regarding tolling provisions and expiration terms for development entitlements and tentative maps, waive full reading, and read by Title Only (Attachment 2)

Prepared by: Amy Wolfson, City Planner

Council Meeting Date: April 14, 2026

Date Prepared: April 8, 2026

Agenda: Public Hearing

Background Information: In September 2024, staff brought the Dorsey Marketplace Supplemental Final Environmental Impact Report (SFEIR) to Council to take action on the entirety of the EIR prepared for the project. The SFEIR was required after a legal challenge was filed and the appeals court determined that the City failed to analyze the impact of traffic generated by the Project and its potential to exacerbate health risks for future Project residents and occupants. The Project and the initial EIR were approved by City Council at their regular meeting held on April 28, 2020. The aforementioned legal challenge of that approval was filed shortly thereafter, and the judge required the additional analysis mentioned above. The time between the initial entitlement approval and the dismissal of the legal challenge was almost three and a half years. Development entitlements have a standard one-year expiration unless conditioned otherwise and tentative maps have a standard three-year expiration timeframe. While the applicant could technically have pulled permits, it is generally ill-advised during instances of pending litigation given the uncertainty of the outcome and the financial burdens that come with exercising an entitlement. Once legal staff determined that the litigation did not automatically toll the entitlements, Planning staff were asked to prepare an ordinance that would toll such entitlement approvals only during instances of legal challenge, for the rare occasions that legal challenges occur on approved projects in the future. The proposed ordinance language does not have any effect on the previously approved Dorsey Marketplace proposal from 2020, which is currently being re-processed. If adopted, the ordinance will only impact future projects.

PROPOSED ORDINANCE TEXT AMENDMENT

The proposed Ordinance language seeks to increase the initial time period within which a permit must be exercised, going from twelve months to twenty-four months. It also aims to add tolling language to development entitlements, such as Development Review Permits, Use Permits, and Variances, as well as to Tentative Map entitlements, in Section 17.74.060 and 17.81.130, respectively. Entitlement tolling would automatically occur for the duration of time a project is under legal challenge. Both sections would be revised to include tolling language to an approved entitlement project or tentative subdivision map that “is the subject of a lawsuit pending in a court of competent jurisdiction, during which time [the project] shall be tolled, and not expire.”

Staff is also taking the opportunity to fix a couple typos in these code sections, one of which is an inconsistent section sequencing typo, and one is a misspelled “siz” instead of “six.”

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the proposed zoning ordinance text amendment at their regular meeting held on March 17, 2026 and recommended 3 to 0 (two absent), that the City Council approve the text amendment as presented.

Council Goals/Objectives: This ordinance supports the 2022 Strategic Plan Update, Goal #5: the City of Grass Valley strives to exemplify an innovative, efficient, effective, open and collaborative city government.

Fiscal Impact: Drafting of the ordinance required staff time.

Funds Available: None **Account #:** TBD **Reviewed by:** City Manager

Attachments:

- 1. Ordinance 841, adopt the Zoning Text Amendment

ORDINANCE NO. 841

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING SECTION 17.74.060 OF CHAPTER 17.74 AND SECTION 17.81.130 OF CHAPTER 17.81, TITLE 17 OF THE GRASS VALLEY MUNICIPAL CODE REGARDING TOLLING PROVISIONS FOR DEVELOPMENT ENTITLEMENTS AND TENTATIVE MAPS

WHEREAS, the proposed amendment to allow tolling of development permits and tentative maps is consistent with the General Plan because it supports orderly development, ensures full compliance with environmental review requirements, protects previously approved projects found to be consistent with the General Plan, and promotes fair and transparent governance without increasing development intensity or undermining adopted land use policies; and

WHEREAS, the proposed amendment is consistent with the General Plan by preserving approvals already determined to be consistent with its goals and policies; and

WHEREAS, the proposed amendment is not detrimental to the public interest of the City because the amendment promotes fairness and predictability in the City’s land use entitlement process by ensuring that entitlements do not expire due to delays caused by judicial review, which is an essential component of public participation and due process; and

WHEREAS, the proposed amendment would not be detrimental to the health of the City because tolling avoids pressure to commence construction before health-related issues raised in litigation are fully resolved and because tolling will prevent construction, occupancy or operation of any project during the tolling period; and

WHEREAS, the proposed amendment would not be detrimental to safety of the City because all future development will still be required to comply with applicable fire, building, seismic, and emergency access requirements in effect at the time permits are issued and prevents development from occurring during unresolved legal challenges that may be safety-related in nature; and

WHEREAS, the proposed amendment would not be detrimental to the convenience of the City because it promotes efficient use of City resources and reduces administrative burdens on staff, applicants, and the public; and

WHEREAS, the proposed amendment would not be detrimental to the welfare of the City because tolling balances the public’s right to seek judicial review with the City’s interest in implementing adopted land use decisions; and

WHEREAS, the proposed amendment is internally consistent with other applicable provisions of the development code, none of which prohibit tolling, and which otherwise acknowledge that certain delays not in the applicant’s control may be grounds for the extension of approvals under the Development Code; and

WHEREAS, the Planning Commission, after considering public comment, held a duly noticed public hearing and reviewed the draft zoning text amendment at its regular meeting held on March 17, 2026 and voted 3-0 (2 absent) to recommend adoption by the City Council.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY:

SECTION 1. RECITALS. The City Council adopts the recitals above as true and correct findings under Section 17.94.060 of the Grass Valley Municipal Code for Development Code amendments, and incorporates these recitals into this Ordinance.

SECTION 2. CODE AMENDMENT. Section 17.74.060 of Chapter 17.74 of Title 17 of the Grass Valley Municipal Code as follows is hereby amended to read as follows (~~strikeout~~ is used to denote existing text being deleted; underline is used to denote new text being added):

17.74.060 – Time limits and extensions

A. Time Limits.

- 1. Unless a condition of approval or other provision of this development code establishes a different time limit, any permit or approval not exercised within twenty-four months of approval shall expire and become void, except where an extension of time is approved in compliance with Subsection B., below.
- 2. The permit shall not be deemed "exercised" until the permittee has received a building permit or has actually commenced the allowed use on the site in compliance with the conditions of approval.
- 3. After it has been exercised, a planning permit shall remain valid and run with the land in compliance with Section 17.74.040, as long as a building permit is active for the project, and after a final building inspection or certificate of occupancy has been granted.
- 4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within twelve months from the date that the previous phase was exercised, unless otherwise specified in the permit, or the permit shall expire and become void, except where an extension of time is approved in compliance with Subsection B., below. If the project also involves the approval of a tentative map, the phasing shall be consistent with the tentative map and the permit shall be exercised before the expiration of the tentative map, or the permit shall expire and become void.
- 5. The period to exercise any permit or approval granted pursuant to this Chapter shall be tolled, and shall not expire, during the time that any or all such approvals are, or were, the subject of a lawsuit pending in a court of competent jurisdiction.

F B. Extensions of Time. Upon written request by the applicant, the applicable review authority may extend the time for an approved planning permit to be exercised.

...

SECTION 3. CODE AMENDMENT. Section 17.81.130 of Chapter 17.81 of Title 17 of the Grass Valley Municipal Code as follows is hereby added to read as follows:

17.81.130 - Tentative map time limits and expiration.

An approved tentative map is valid for thirty-six months after its effective date (Section 17.81.080), except as otherwise provided by Map Act Sections 66452.6, 66452.11, 66452.13, or 66463.5. At the end of thirty-~~siz~~ months, the approval shall expire and become void unless:

- A. A parcel or final map, and related security and improvement agreements, have been filed with the city engineer in compliance with Chapter 17.82 (parcel maps and final maps); or
- B. An extension of time has been granted in compliance with Section 17.81.140.
- C. The approval is the subject of a lawsuit pending in a court of competent jurisdiction, during which time the thirty-six month period shall be tolled, and shall not expire.

Expiration of an approved tentative map or vesting tentative map shall terminate all proceedings. The application shall not be reactivated unless a new tentative map application is filed.

SECTION 4. CEQA. This Ordinance has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the city. City Planning Staff has determined that the adoption and implementation of the Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions without any physical project being approved, and not involving a commitment to any specific project that may result in a potentially significant physical impact on the environment, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment. Further, adoption of an ordinance to toll approvals during instances of legal challenge is a policy-level administrative action that does not authorize or approve any specific physical development and therefore does not constitute a “project” under CEQA Guidelines §15378. The City Council concurs in these findings and adopts them as its own. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Nevada in accordance with CEQA Guidelines.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council of the City of Grass Valley declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect 30 days after its adoption under Article VII, § 2 of the Grass Valley City Charter.

SECTION 7. PUBLICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in *The Union*, a newspaper of general circulation printed, published, and circulated within the City.

INTRODUCED and first read at a regular meeting of the City Council on the 14th day of April 2026.

FINAL PASSAGE AND ADOPTION by the City Council was at a meeting held on the twenty-eighth day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Hilary Hodge, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ruderman, City Attorney

Taylor Whittingslow, City Clerk



City of Grass Valley
City Council
Agenda Action Sheet

Title: Resolution Recognizing and Adopting *Culture Forward 2026-2032: Nevada County’s Arts & Culture Action Plan*

CEQA: Not a project

Recommendation: Adopt a Resolution 2026-09 recognizing and adopting *Culture Forward 2026-2032* as a guiding framework supporting the continued vitality of arts, culture, and the creative economy in Nevada County.

Prepared by: Taylor Whittingslow, Deputy City Manager

Council Meeting Date: 4/14/2026

Date Prepared: 4/9/2026

Agenda: Administrative

Background Information: Nevada County has long been recognized for its vibrant arts and cultural community, which contributes significantly to the region’s economy, tourism appeal, community identity, and quality of life.

The Nevada County Arts Council, the County’s designated State-Local Partner to the California Arts Council, serves as the countywide arts service organization and administers the Grass Valley-Nevada City Cultural District and the Truckee Cultural District, both designated by the State of California.

Over the last eighteen months, Nevada County Arts Council has led the development of *Culture Forward 2026-2032: Nevada County’s Arts & Culture Action Plan*, a six-year strategic framework designed to support the long-term vitality of arts and culture throughout Nevada County.

The plan was developed through a collaborative process that included community listening sessions, stakeholder engagement, surveys, and consultation with regional partners, educators, businesses, artists, cultural organizations, and local government representatives.

As part of the discovery process, the planning team conducted a thorough review of existing County and regional plans to ensure alignment with current policy priorities.

These include:

- The County of Nevada’s *Economic Development Action Plan*
- Nevada County Office of Education’s *Strategic Plan for Arts Education in Schools*

- Nevada County's *Recreation and Resiliency Master Plan*
- Area Plans for Greater Higgins, Loma Rica, North San Juan, Penn Valley, and Soda Springs
- Visit California's *High Sierra and Gold Country Regional Strategic Tourism Plans*
- Visit Truckee-Tahoe's *Two-Year Strategic Plan*, Tourism Economic Impact Report, and regional brand position *Mountain Heart. Small-Town Soul.*
- Sierra Business Council's *Comprehensive Economic Development Strategy (CEDs) 2023-2027*

Through this alignment process, Culture Forward provides a coordinated cultural framework that complements and strengthens existing regional, county, and community planning efforts.

Culture Forward identifies several strategic priorities intended to strengthen Nevada County's creative economy and cultural infrastructure over the coming six-year period. These priorities include expanding creative career pathways, supporting artists and cultural organizations, improving coordination of cultural assets, advancing cultural tourism experiences, and implementing a regional marketing plan for the Arts.

While Culture Forward was developed through a community-led process rather than as a County departmental plan, it represents a significant collaborative effort intended to support broader County objectives related to economic development, tourism, education, and community vitality.

Adoption of the Resolution signals the government's recognition of the plan and its support for continued collaboration with Nevada County Arts Council and regional partners in advancing arts and culture initiatives where appropriate.

The Resolution does not create regulatory authority or fiscal obligations and does not require City departments to implement specific programs. Rather, it provides a shared strategic framework that may inform future partnerships and initiatives.

Adoption of this Resolution does not commit County or City funding. Any future initiatives associated with Culture Forward would return to the City Council for consideration through standard budgeting and approval processes.

Adoption of the Resolution recognizing *Culture Forward: Nevada County's Arts & Culture Action Plan* acknowledges the importance of arts and culture to Nevada County's identity, economy, and quality of life, while supporting continued collaboration between the City, County, Nevada County Arts Council, and regional partners.

Council Goals/Objectives: The Resolution Recognizing and Adopting *Culture Forward 2026-2032: Nevada County's Arts & Culture Action Plan* executes portions of work tasks towards achieving/maintaining Strategic Plan - Economic Development

Fiscal Impact: Adoption of this Resolution does not commit County or City funding. Any future initiatives associated with Culture Forward would return to the City Council for consideration through standard budgeting and approval processes.

Funds Available: N/A

Reviewed by: Interim City Manager

Account #: N/A

Attachments: R2026-09



2017—14 inaugural California Cultural Districts

Our Cultural District partners include Cities of Grass Valley and Nevada City, Greater Grass Valley Chamber of Commerce, Grass Valley Downtown Association, and Nevada City Chamber of Commerce; The Town of Truckee, Truckee Tahoe Arts Alliance, Truckee Downtown Merchants Association, and Truckee Chamber.



December 2025 —10 new California Cultural Districts





**Culture Forward
Arts and Culture
Action Plan
Nevada County**

Arts, heart and soul

"The arts are not just a critical component of our economy, they are where healing occurs, new ideas emerge, and peace is made. We know investing in the arts is an investment in the wellbeing of our residents, we want our communities to be a place where families thrive and those who visit feel at home."

—Steve Frisch, President, Sierra Business Council



\$66 million

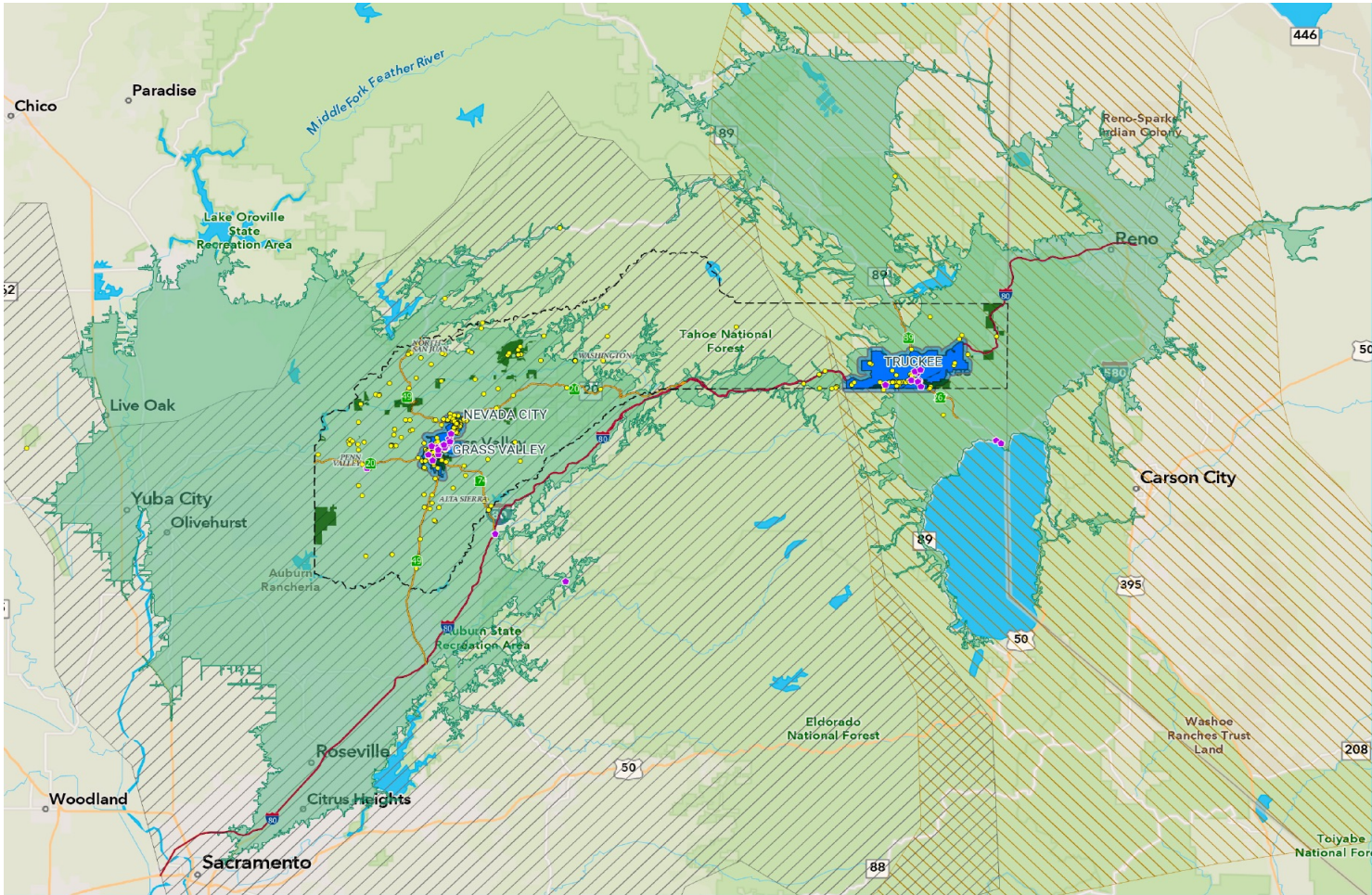
Generating an estimated in total economic activity.

+1,400

Full-time equivalent jobs

\$13 million

Tax revenue to local, state, and federal governments.



Asset Type	Count of Assets
Art in Storefront	10
Nisenan Cultural Sites	11
Parking	13
Preservation & Cultural Organization	24
Performing Space	25
Public Art	42
Fair or Festival	52
Gallery / Studio / Museum	52
Cultural Resource / Media	58
Arts Organization	67
Artisan Place to Eat, Drink or Stay	90
Historical Landmarks	244
Total in Transportation-shed	688

Population within 1-hour drive transportation-shed:
1,521,517

- Cultural Assets
- Affordable Housing
- Cultural District Boundaries
- 1-Hour Drive Transportation-shed
- AB812 Affordable Housing for Artists Zone
- Parks
- Nisenan Territory
- Washoe Territory

0 5 10 20 Miles



Geographic Influence & Impact of Nevada County's Cultural Districts



The Process Phases



01

DISCOVERY AND FRAMING

Initial planning and understanding of project scope and context.

- An Economic and Social Impact Study of Arts and Culture Organizations and Their Audiences over a five-year time-frame
- Nevada County Office of Education’s Strategic Plan for Arts Education in Schools 2020-25
- Upstate California Creative Corps' Impact Report
- The County of Nevada's Economic Development Action Plan 2024-2026
- Nevada County’s Recreation and Resiliency Master Plan

12

Expert interviews in a broad range of areas/topics.

2

Collaborative work sessions to establish a unified vision for the sector.

12

In-person listening sessions

9

Local leaders focus groups

629

Respondents to bilingual survey

The Process Phases



01

DISCOVERY AND FRAMING

Initial planning and understanding of project scope and context.

- Visit California’s High Sierra and Gold Country Regional Strategic Tourism Plans
- Sierra Business Council’s Comprehensive Economic Development Strategy 2023-2027 (CEDS)
- ... and the unincorporated Area Plans for Greater Higgins, Loma Rica Industrial, North San Juan, Penn Valley, and Soda Springs.

12

Expert interviews in a broad range of areas/topics.

2

Collaborative work sessions to establish a unified vision for the sector.

12

In-person listening sessions

9

Local leaders focus groups

629

Respondents to bilingual survey

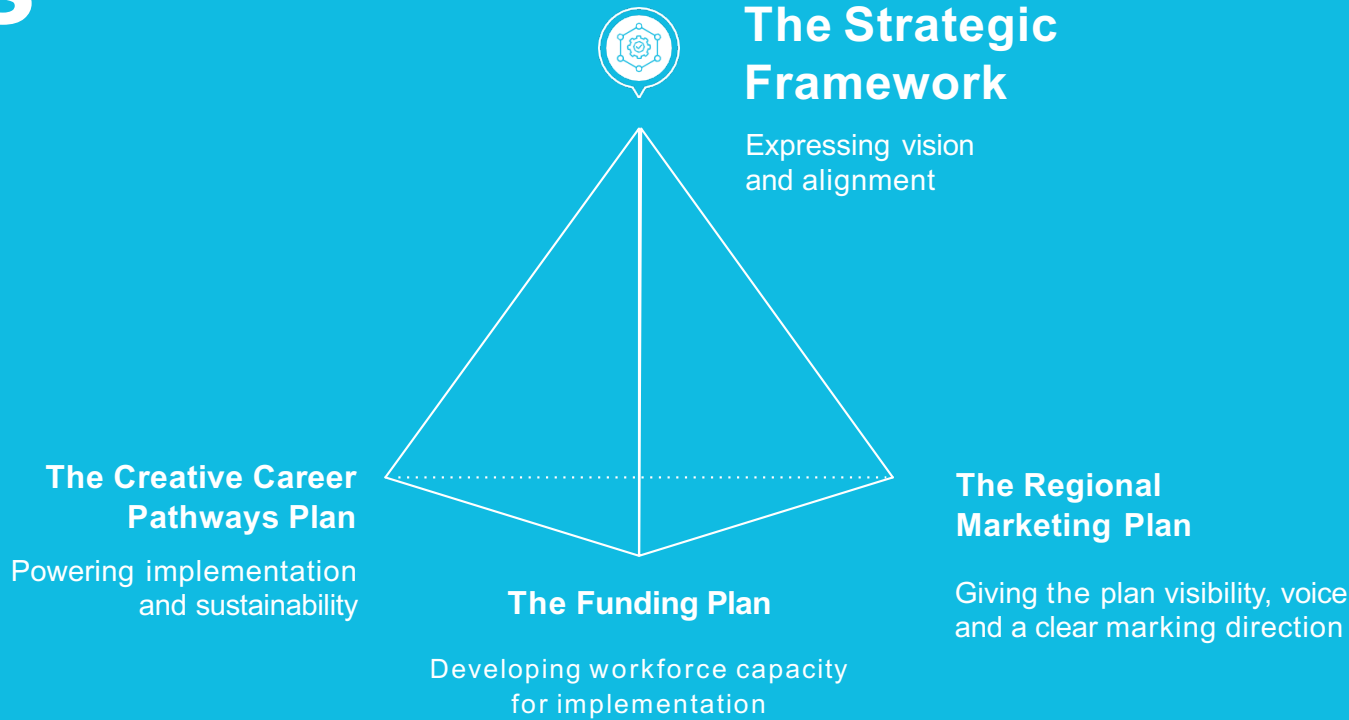
Twelve key priorities

for arts and culture were identified in the community engagement process:



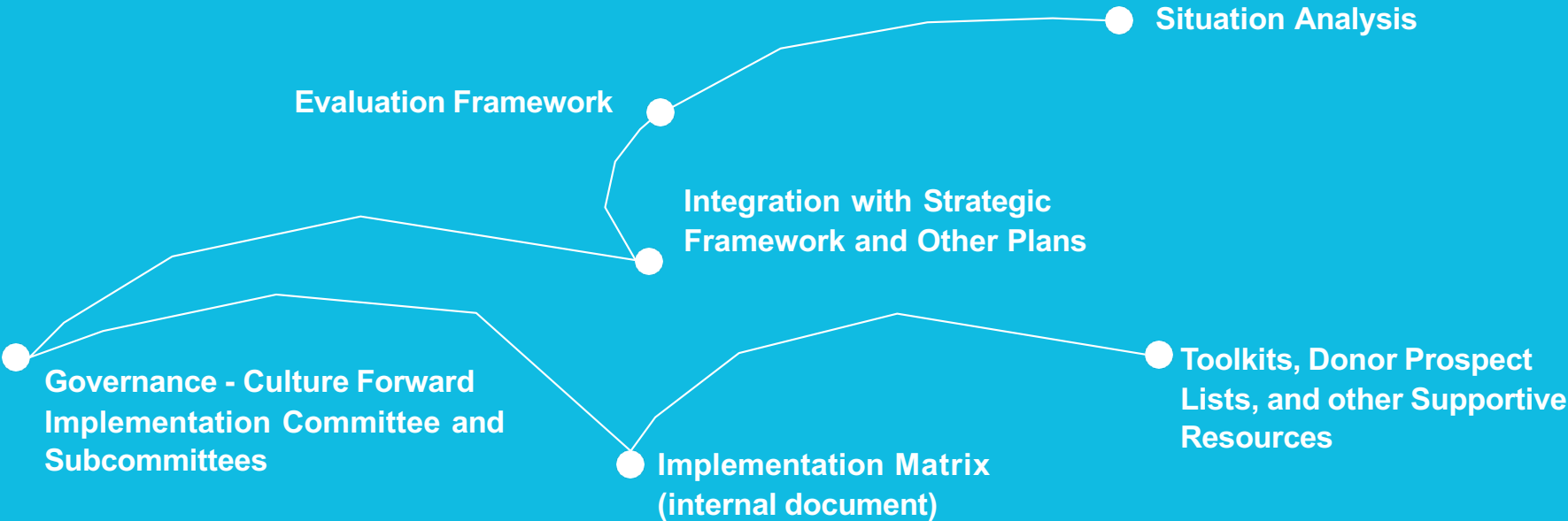
Implementation Plans

The Culture Forward Action Plan includes 3 implementation plans that provide direction and focus.



Cross-Cutting Areas

All implementation plans include the following areas, plus an implementation matrix to aid the Culture Forward partners in creating specific activities to accomplish the Action Plan



Indicative Evaluation Framework

The Culture Forward Implementation Committee will evaluate the Culture Forward Action Plan, through an assessment of Objectives and Key Results (OKRs). This committee will be composed of diverse stakeholders, including representatives from the Nevada County Arts Council, Grass Valley-Nevada City and Truckee Cultural Districts, local government, arts and culture organizations, community leaders, and members from historically underserved populations.

1. Activation, Recreation, and Engagement.

Cultural life across Nevada County through arts programming and accessible creative experiences for residents and visitors.

- Number of cultural ambassadors engaged annually
- Year-over-year growth or sustainability in overall attendance
- Percentage increase in engagement from historically underrepresented or marginalized communities (including elder adults)
- Increase in the number of cultural spaces and programming submissions to the Cultural Asset Map
- Number and diversity of partnerships established between Nevada County Arts Council and local/regional stakeholders

2. Learning, Skills, and Career Pathways.

Support a lifelong journey in the arts—from early exposure and education to mentorship, professional development, and sustained careers.

- Percentage increase in arts education programs in TK-14 schools
- Number and percentage increase of internship, fellowship, or apprenticeship programs in arts organizations
Indicators defined in the Workforce Development Plan
- Retention rate of cultural workers within local arts organizations over time
- Number of creative jobs created or sustained in the county

How to reach us:



Eliza Tudor, Executive Director Nevada County Arts Council
Kellie Cutler, Truckee Cultural District Program Manager
Diana Arbex, GVNC Cultural District Program Manager
Michaelyn Logue, Social Media and Community Engagement

nevadacountyarts.org
cultureforwardca.org

530-264-7031

eliza@nevadacountyarts.org
kellie@nevadacountyarts.org
diana@nevadacountyarts.org

RESOLUTION NO. 2026-09
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
RECOGNIZING AND ADOPTING CULTURE FORWARD 2026-2032: NEVADA COUNTY’S ARTS &
CULTURE ACTION PLAN

WHEREAS The arts, culture, and creative industries contribute significantly to the social, economic, and civic vitality of Nevada County, strengthening community identity, supporting local businesses, and enhancing quality of life for residents and visitors alike; and

WHEREAS, Nevada County has long been recognized as a center of artistic excellence and cultural heritage, supported by a vibrant network of artists, nonprofit organizations, cultural venues, historic districts, and creative enterprises; and

WHEREAS, The Nevada County Arts Council, the County’s designated State-Local Partner to the California Arts Council, serves as the countywide arts service organization and administers two State-designated California Cultural Districts: the Grass Valley-Nevada City Cultural District and the Truckee Cultural District; and

WHEREAS, Nevada County Arts Council has led the development of Culture Forward: Nevada County’s Arts & Culture Action Plan, a five-to-ten-year strategic framework intended to guide the continued growth and sustainability of arts and culture across Nevada County; and

WHEREAS, The development of Culture Forward included extensive community engagement through listening sessions, surveys, and stakeholder consultations with artists, educators, cultural organizations, local government, businesses, and community members across the County; and

WHEREAS, A key component of the planning process included a comprehensive review of existing regional and local plans to ensure alignment with ongoing public policy and economic development efforts, including:

- Nevada County Office of Education’s *Strategic Plan for Arts Education in Schools*
- The County of Nevada’s *Economic Development Action Plan*
- The County of Nevada’s *Recreation and Resiliency Master Plan*
- Area Plans for Greater Higgins, Loma Rica Industrial, North San Juan, Penn Valley, and Soda Springs
- Visit California’s *High Sierra and Gold Country Regional Strategic Tourism Plans*
- Visit Truckee-Tahoe’s *Two-Year Strategic Plan* and Tourism Economic Impact Report
- Sierra Business Council’s *Comprehensive Economic Development Strategy (CEDS) 2023-2027*; and

WHEREAS, Culture Forward provides a coordinated arts and cultural framework that complements and strengthens these existing regional, county, and community planning efforts; and

WHEREAS, The City Council recognizes the value of community-initiated planning processes led by trusted regional partners, particularly where such processes leverage state partnerships and community collaboration to advance shared public goals; and

WHEREAS, The Council acknowledges that arts and culture play a vital role in supporting economic development, tourism vitality, educational opportunity, and community resilience.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Grass Valley hereby recognizes and adopts Culture Forward 2026-2032: Nevada County’s Arts & Culture Action Plan as a guiding framework supporting the continued vitality of arts and culture throughout Nevada County; and

BE IT FURTHER RESOLVED, That adoption of this Resolution signifies the Council’s support for the vision and strategic direction outlined in Culture Forward and its interest in continued collaboration with Nevada County Arts Council and community partners to advance arts and culture initiatives where feasible; and

BE IT FURTHER RESOLVED, That the Council encourages City departments, community partners, and regional stakeholders to consider Culture Forward as a resource for planning, coordination, and alignment in areas related to arts, culture, economic development, tourism, and community vitality; and

BE IT FURTHER RESOLVED, That nothing in this Resolution shall be interpreted as committing City resources beyond those approved through the City’s regular budgeting and decision-making processes; and

BE IT FURTHER RESOLVED, That the Council expresses its appreciation to Nevada County Arts Council and the many community members and regional partners whose contributions helped shape Culture Forward.

PASSED AND ADOPTED, by the City Council of the City of Grass Valley, State of California, on this 14th day of April, 2026, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Hilary Hodge, Mayor

David Rudderman, City Attorney

ATTEST:

Taylor Whittingslow, City Clerk