



GRASS VALLEY

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

Tuesday, August 11, 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. Police Department Update on ALPR Readers

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.*

2. Approval of the Regular Meeting Minutes of July 28, 2026

Recommendation: Council approve minutes as submitted.

3. Amend the MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds

CEQA: Consideration of an Addendum to the MOU partnership for administration of remaining PLHA funds is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) because the MOU does not commit the City to any specific physical project

Recommendation: Authorize the Mayor to sign the amended MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds.

4. Park Restroom Security Contract

CEQA: Not a project

Recommendation: That the City Council 1) authorize staff to execute an agreement with Gold Country Security, subject to legal review; and 2) authorize the Finance Director to make any necessary budget adjustments and/or transfers to implement this agreement.

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

5. Centreville Bike Park Project- Project Update and Approval

CEQA: Categorically Exempt - Section 15303, 15304

Recommendation: That Council 1) approve the proposed project design and site layout, 2) approve that the Centreville Bike Park Project is exempt from California Environmental Quality Act under Class 3 and Class 4 Categorical Exemptions, and 3) authorize Staff to file a Notice of Exemption with the Nevada County Clerk Recorder.

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, August 11, 2026, at 6:00 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, August 7, 2026.

Taylor Whittingslow, City Clerk

Taylor Whittingslow

From: COGV General Voicemail
Sent: Thursday, July 16, 2026 6:12 PM
To: COGV General Voicemail
Subject: Form submission from: Contact us



GRASS VALLEY
A PLACE TO LIVE AND THRIVE

07/16/2026 - 6:12pm

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user:
[2600:1702:5628:a100:64f3:9fe3:1d2:45f7]

Your name:
Susan Rogers

Your e-mail:

[REDACTED]

Your Phone Number:

[REDACTED]

Message:

Please forward this to all City Council members and to all City staff working on the downtown roundabout project.

It is GREAT that City Council reversed itself and chose a roundabout design that will not send southbound Auburn Street traffic up Neal Street.

That would have been a disaster, and I think it very likely that Safeway would have eventually closed their store due to the city's lack of concern for sending confused drivers into their parking lot to turn around and get back to the highway onramp. Real shoppers would have stopped going there due to the parking lot mess. You had a Safeway representative at the earlier meeting where that poor design was chosen. I can only imagine him reporting back that their very legitimate concerns were completely ignored. It would have been a massive Unintended Consequence of that original decision and terrible consequence for downtown.

I understand that money is an issue. It's better to wait for the money to

be found than to make a mistake on the scale that would have been that original chosen design.
Congratulations on listening to critics of the previous decision and for making a better one.

Attachment(s) (if applicable):

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

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Taylor Whittingslow

From: COGV General Voicemail
Sent: Tuesday, July 21, 2026 8:22 AM
To: COGV General Voicemail
Subject: Form submission from: Contact us



GRASS VALLEY
A PLACE TO LIVE AND THRIVE

07/21/2026 - 8:21am

City of Grass Valley »

WEBFORM SUBMISSION

Submitted by anonymous user:
[2601:206:877f:4ec0:a4fc:2d58:f3e0:aec3]

Your name:
Richard I Mansfield

Your e-mail:

[REDACTED]

Your Phone Number:

[REDACTED]

Message:

S. Auburn Street is NOT A RACETRACK, though, these days, almost everybody who drives down it seems to think so. Something has to be done about this. There are people who walk along here; there are elderly people and peoples in wheel chairs and people walking their dogs along this street. There are children who go to the schools on this street. There are runners who go out for a jog. And the vehicles who use this street seem to believe it's a racetrack. They take the overpass, just south of Neal, as the starting line and they gun it, until they slow a bit for that bump at Race Street, then they gun it again until they reach the stop sign at Empire. Then the gun it again until they come to the finish line at W. McKnight. The cop I talked to about this just smiled and said, "What do you want us to do about it?" Well, here's what you can do about it: post someone with a scope, team that guy with a motorcycle, and ticket those people for a while, until the word goes out that S. Auburn Street is not a racetrack, and if you take it as one, you'll pay for that misunderstanding.

There have been people/pedestrians who have been killed on this street, by the way. And you'd have to ask the fire dept. about how many injuries. But, living where I live--I've seen many (many!) very close calls between vehicles and people who just simply do not expect to be run over by someone speeding. That's all I have to say. Use this as an opportunity to rake in a little extra income for the City, and send the message at the same time; it'll be a calmer, saner, safer world along S. Auburn Street. Thank you.

Attachment(s) (if applicable):

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

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Taylor Whittingslow

From: laura mcclary [REDACTED]
Sent: Sunday, July 26, 2026 9:51 AM
To: Public Comments
Subject: FLOCK surveillance

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

We the People are requesting you cancel your contract with FLOCK and remove these illegal cameras immediately. You are violating our rights. As a common person, committing no crimes, it is VERY invasive to be spied on CONSTANTLY. FLOCK is teaming up with a spyware company, called Signal Trace, who will further violate our rights. PLEASE stand with the people, who are your neighbors, friends, etc., and do the right thing.

Thank you,

Laura McClary

Sent from my Sprint Samsung Galaxy S20 5G.
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Taylor Whittingslow

From: MARYSVILLE CA - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, July 28, 2026 4:51 PM
To: Public Comments
Subject: Voicemail from MARYSVILLE CA at [REDACTED] on Jul 28 2026 4:47 PM
Attachments: 1785282472-00000a14.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, July 28 2026 4:47 PM

From: MARYSVILLE CA [REDACTED]

Duration: 2 minutes 18 seconds

Voicemail box: 8880

Transcript: Hello, my name is Sam Stout. I live at 321 Pleasant Street here in Grass Valley. I'm leaving this message because we are requesting speed control items on Pleasant Church and School Street. I was hit by a drunk driver in June on Pleasant Street going 45 miles an hour right behind Mount St. Mary's school this year. Last year, my wife's parked car was hit by a drunk driver on Pleasant Street. Going so fast, he totaled two cars. I know other neighbors that have feared for their life getting out of their parked cars on either of these three streets because there are no driveways at many houses. We have Bell Hill School, Mount St. Mary's School, Gilmore, all within walking distance, all which have kids walking to and from school on a daily basis. We have Condon Park within walking distance. The bike path, walking path, goes from close to Pleasant Street. There are people routinely driving over 40 miles an hour

when there are kids, pets, street parking, and we're just tired of it, you know? I drive a truck, my truck was totaled on a street that has a 25 mile an hour speed limit. I had four kids in the car and a drunk driver driving 45 miles an hour down the road. Open container in the car, open beers, he was arrested on the spot. Yeah, we would really love some action sometime soon. It's just gotten out of control. A lot of people have to park on the street because there's no driveways and it's extremely dangerous to exit your car. Thank you and I look forward to some type of resolution.

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Taylor Whittingslow

From: Holly Rose [REDACTED]
Sent: Tuesday, July 28, 2026 5:03 PM
To: Public Comments
Subject: Flock Cameras

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

Public Comment for City Council Meeting:

July 28, 2026

Grass Valley City Council
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

Re: Flock Cameras

Dear Mayor and Members of the City Council:

I'd like to express my opposition to Flock cameras. While I appreciate our shared goal of maintaining a safe neighborhood, I believe these cameras introduce significant privacy risks, financial costs, and data governance concerns that outweighs any potential security benefits.

My concerns do not stem from a place of paranoia, nor am I someone who rejects the realities of modern technology. They center around mass surveillance, a lack of transparency, systemic abuse, and potential constitutional violations, and the dishonesty of the for profit corporation.

At first I thought the cameras were a good idea and fully accept that we live in a world where cameras are ubiquitous. I recognize that public surveillance plays a routine role in contemporary society. My concern is not rooted in fear but in a desire for measured governance and clear accountability.

At least 82 communities and local governments have rejected getting Flock cameras, canceled active contracts, deactivated devices, or declined to renew agreements. I'm hoping Grass Valley will be one of them.

Sincerely,

Holly Rose
2036 Nevada City Hwy, #420
Grass Valley, CA 95945

Taylor Whittingslow

From: Lindsey Nielsen [REDACTED]
Sent: Tuesday, July 28, 2026 5:15 PM
To: Public Comments
Subject: Public comment 7/28

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CAUTION: External sender. Do not click links or open attachments unless you trust the sender. **Suspicious?** Use the "Report" button in Outlook.

My name is Lindsey Nielsen, and I live in Grass Valley.

I want to raise a Fourth Amendment concern about this department's use of ALPR cameras. In *Carpenter v. United States*, the Supreme Court held that when the government can assemble a detailed, retrospective record of someone's movements, that's a search, even when each data point is technically public. A networked ALPR system does exactly that: it logs every vehicle that passes, time-stamped and searchable, often retained for weeks, and increasingly cross-referenced with other agencies' networks.

None of this requires a warrant or individualized suspicion. Every driver in this city is logged into a searchable database without a judge ever finding probable cause that any of us did anything wrong. Justice Sotomayor's concurrence in *United States v. Jones* makes the same point: this kind of aggregated, long-term tracking implicates the Fourth Amendment on its own terms.

California's SB 34 and Civil Code §1798.90.5 exist for exactly this reason, to limit who this data can reach and how long it's kept.

A system that tracks every resident by default, without suspicion or a warrant, is the general search the Fourth Amendment was written to prevent.

Thank you,

Lindsey

Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, July 28, 2026 6:14 PM
To: Public Comments
Subject: Voicemail from WIRELESS CALLER at [REDACTED] on Jul 28 2026 6:10 PM
Attachments: 1785287431-00000a9b.mp3



You received a new voicemail message

 New voicemail message

Time: Tuesday, July 28 2026 6:10 PM

From: WIRELESS CALLER ([REDACTED])

Duration: 2 minutes 25 seconds

Voicemail box: 8880

Transcript: Hello, City Council. This is Matthew Coles. I know you listen to the fire in the South County. Sorry, let me turn that off. And calling with some public comment, I have a question and I know you can't answer from your position there, but I would like you to look into it and get back to me on it. Elevated. When the police department says I'm elevated, they won't deal with me and I'm report a crime. I need to know the level of elevation that they're capable of dealing with because obviously their feelings are very fragile and we don't want to hurt them. So and other members of the community too I'm sure would like to know what that elevation level is where the police no longer will supply services that they've taken to oath. The Brownfield sites, the Brownfield site that Jan and our city manager slash police chief stood in on Bennett Street and put shovels in the ground are super toxic and nobody's dealing with our brownfield

sites here in Grass Valley. The Bennett Street Union, Jack there, the Idaho Maryland at Centennial, the East Main Street, the Centerville at Idaho Maryland. All these spot fed soil moved around on them on them by bulldozers recently taken the scab off the top of them and now all that toxic stuff is airborne. So there really needs to be some mitigation done to the sites that I mentioned, which are the Bennett Street, the Idaho-Maryland, the East Main, and the Centerville. This is a big problem. We're just going to do 1.7 plus million for remediation of the same type of thing on a small piece of property, but we have pieces of property in town that are being ripped open that are super toxic that shouldn't be touched unless they're going to be cleaned up and that's why they sit dormant and nobody develops them but all of a sudden people with equipment are running all over them and making a mess for our lungs and that's why I'm not there tonight just the air quality is just too poor and definitely suffering from that with the fires and such. Thank you and have a good evening.

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Taylor Whittingslow

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, July 28, 2026 6:36 PM
To: Public Comments
Subject: Voicemail from WIRELESS CALLER at [REDACTED] on Jul 28 2026 6:33 PM
Attachments: 1785288787-00000aae.mp3



You received a new voicemail message



New voicemail message

Time: Tuesday, July 28 2026 6:33 PM

From: WIRELESS CALLER [REDACTED]

Duration: 1 minute 54 seconds

Voicemail box: 8880

Transcript:

Hi, this is Matthew Coulter commenting on the consent calendar for the grass valley city council meeting item number four the soil remediation Wow, it's a lot of money for that piece of land but that should Be a red flag to you of Howard Branfield side star How much it's going to cost to clean them up and how important it is to protect them until they are cleaned up so they don't get ravaged with equipment and put all that stuff into the air. We know it's cancer-causing, wheat's quite evident. The piece you're gonna clean up here on number four is all downhill from the cyanide plant at Empire Mine. And that's what all that fine sand is, is from the cyanide plant at Empire Mine. all the mill stampings and leachings from that massive plant. So we have a lot of places like that in town that are heavily impacted for their mining legacy and I hope that some care can be taken to that fact and try not to make it go airborne

because people just aren't using water on the sites and a lot our air quality has just gone downhill immensely. An important note, the back piece of this property, that's Little Wolf Creek, and that's a beautiful piece of the creek, so I hope it's not bulldozed right into the creek. Something can be done with protecting it, and even possibly in the future, think about a trail that could lead into Empire Mine along the creek. It's all accessible, it wouldn't be that hard. Thank you.

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CITY OF GRASS VALLEY CITY COUNCIL MEETING

Item # 2.

GENERAL PUBLIC COMMENT SIGN IN SHEET

WELCOME to the City of Grass Valley City Council meeting! Public Comments provide an opportunity for the public to address the City Council on any subject which is not on the agenda but in the jurisdiction of the council. If you wish to speak, please indicate in the appropriate box when you sign in and take the number corresponding to your name. Each individual can have up to 3 minutes of public comment. At the beginning of the meeting, there will be an allotted 30 minutes of general public comments and the remainder of comments will be heard at the end of the agenda. Speakers will be called in order of the numbers given.

When you are recognized by the mayor:

1. Please stand before the podium and give your name and address. (optional)
2. Please limit your comments to three minutes per speaker.
3. If previous speakers have made the same point, you may simply indicate your support or disagreement, unless you have new information.

Thank you for your participation.

7/28/2020

#'s	Print Name or N/A	Address (optional)	Self/Business (optional)
• 1	Kelsey Naer		
• 2	Maria Jeffery		
• 3	Kyle Haise		
• 4	Jason Scallan		
• 5	Zach		
• 6	Theo Bays		
• 7	Brian G.		
• 8	Paul Ceder		
9			
10			
11			
12			
13			
14			



GRASS VALLEY

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

Tuesday, July 28, 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

MINUTES

CALL TO ORDER

Meeting called to order at 6:03 pm.

PLEDGE OF ALLEGIANCE

Mayor Hodge led the pledge of allegiance.

ROLL CALL

PRESENT

Councilmember Jan Arbuckle

Councilmember Joe Bonomolo

Councilmember Tom Ivy

Vice Mayor Haven Caravelli

Mayor Hilary Hodge

AGENDA APPROVAL -

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

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

REPORT OUT OF CLOSED SESSION

Nothing to report.

INTRODUCTIONS AND PRESENTATIONS

CITY UPDATE

1. Police Department Update

PUBLIC COMMENT -

Virtual comments attached.

Public speakers 1 thru 8

CONSENT ITEMS -

Motion made to approve consent as submitted by Councilmember Arbuckle, Seconded by Councilmember Bonomolo.

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

2. Approval of the Regular Meeting Minutes of July 14th, 2026.

Recommendation: Council approve minutes as submitted.

3. **Title:** Appointment of Independent Auditor for Fiscal Year 2025-26.

CEQA: Not a Project.

Recommendation: That the City Council 1) authorize the City Manager to execute an addendum to the agreement with Smith & Newell, CPAs for independent audit services for Fiscal Year 2025-26 in an amount not to exceed \$51,530; and 2) approve the use of a sole-source procurement pursuant to Section 3.08.140(B) of the Grass Valley Municipal Code for the one-year extension of independent audit services with Smith & Newell, CPAs.

4. Joyce Dr Soil Remediation Project - Authorization to Award Contract

CEQA: Initial Study - Mitigated Negative Declaration adopted by Planning Commission

Recommendation: That Council 1) authorize the award of a contract for the Joyce Dr Soil Remediation Project to the lowest responsive bidder up to \$1,730,000, subject to the bid protest period, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount, subject to the available budget.

5. 2026 Annual Street Rehabilitation Project - Authorization to Award Contract

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

Recommendation: That Council 1) award a contract for the 2026 Annual Street Rehabilitation Project to the lowest responsive bidder, subject to the bid protest period, 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

6. Professional Services Agreement - Authorization to Approve Change Order

CEQA: N/A - CEQA review will be completed as part of the project work

Recommendation: That Council authorize the City Engineer to approve a contract change order up to \$125,000 with GHD for added design and environmental work associated with the City's decision to revert to a signalized design alternative on the Downtown Grass Valley Roundabout Project

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

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

BRIEF REPORTS BY COUNCIL MEMBERS

Councilmember Bonomolo made a flock camera statement. Councilmember Ivy attended a NCTC meeting. Councilmember Arbuckle attended League of California Cities Board Meeting, Small and Rural Cities Group, Starry Nights Hospital Foundation Events, GVDA Chamber board meeting. Vice Mayor Caravelli will not be in attendance at the August 11th meeting. Mayor Hodge saw Cinderella at Nevada City Theater, attended Starry Nights, there is an upcoming benefit show to support local museums and national night out is coming up.

CONTINUATION OF PUBLIC COMMENT

ADJOURN

Meeting adjourned at 6:44 pm.

Hilary Hodge, Mayor

Taylor Whittingslow, City Clerk

Adopted on: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Amend the MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds

CEQA: Consideration of an Addendum to the MOU partnership for administration of remaining PLHA funds is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) because the MOU does not commit the City to any specific physical project

Recommendation: Authorize the Mayor to sign the amended MOU between Nevada County and Nevada City pertaining to terms of remaining PLHA funds.

Prepared by: Amy Wolfson, City Planner

Council Meeting Date: August 11, 2026

Date Prepared: July 31, 2026

Agenda: Consent

Background Information: The Permanent Local Housing Allocation program was created in 2017 as part of the State's Building Homes and Jobs Act (SB-2). It established a \$75 recording fee on some types of real estate documents to, in part, fund local projects to address affordable housing and homelessness. The funds are dispersed to local jurisdictions after successful application to the State, and after a PLHA plan is approved that adheres to program guidelines. Grass Valley collaborated with Nevada City and Nevada County in 2020, through a Memorandum of Understanding, to apply and administer PLHA funds in order to maximize PLHA funding opportunities. The MOU outlined the Cities' roles and responsibilities in achieving activities outlined in the PLHA Plan.

A large portion of PLHA funds were previously used as matching funds to leverage Local Housing Trust Fund (LHTF) grant funds, supporting the creation of the Western Nevada County Regional Housing Trust Fund, for increasing the supply of affordable housing. The LHTF funds sunsetted after 2025 and are therefore no longer available to use as leveraged matching dollars. Because of this, County and City staff are proposing an amendment for the remainder of the 5-year plan using funds for rounds 4 and 5 in the amount of \$808,089. The term of the MOU was for five years and is being amended to indicate that it will last until administration of funds for all five years is complete.

MOU Amendment: The adopted five-year plan of the trust fund coincided with eligible activities established by the state. Years 1 through 3 funding has been used to support affordable housing development, owner occupied housing, and homeless services. Funding during that time period was administered through the Western Nevada County Regional Housing Trust Fund so that we could leverage the funding with matching funds from the Local Housing Trust Fund (LHTF). However, LHTF dollars have since sunsetted. Years 4 and 5 funding is proposed to be used on similar eligible activities, however, because of a lack of matching LHTF funds, will not be routed through the Western Nevada County Regional Housing Trust Fund. However, funds will continue to be used toward rental and owner occupied development, and a smaller percentage used on navigation Center and Homeless services, but will not be routed through the Regional Housing Trust Fund. Remaining funds available are approximately \$808,000. Projects will continue to be awarded in collaboration with the partner organizations. The only substantive change to the MOU is a change to the term of the MOU to coincide with the completion of all five rounds of funding.

and expenditure, as opposed to a term limit based on a strict 5-years.

Council Goals/Objectives: Amending the MOU to allow full expenditure of the awarded PLHA funding supports 2022 Strategic Plan Update, Goal # 5: the City of Grass Valley strives to exemplify an innovative, efficient, effective, open and collaborative city government, as well as supports 2022 Strategic Plan Update # 6: the City of Grass Valley is devoted to providing a safe place to live, work and play.

Fiscal Impact: None. Remaining funds have previously been committed by the State under the Permanent Local Housing Allocation (PLHA) Program

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

Attachments:

1. Amendment 1. Memorandum of Understanding between the County of Nevada Health and human Services Agency, City of Grass Valley, and City of Nevada City pertaining to the proposed application for and coordination of Permanent Local Housing Allocations.

AMENDMENT 1. MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF NEVADA HEALTH AND HUMAN SERVICES AGENCY, CITY OF GRASS VALLEY, AND CITY OF NEVADA CITY PERTAINING TO THE PROPOSED APPLICATION FOR AND COORDINATION OF PERMANENT LOCAL HOUSING ALLOCATIONS

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into this 1st day of July 2020 (the "Effective Date"), and amended on August __, 2026 by and between Nevada County through the Health and Human Services Agency, hereinafter referred to as "County", City of Grass Valley, hereinafter referred to as "Grass Valley", and the City of Nevada City, hereinafter referred to as "Nevada City," collectively, the "Parties."

RECITALS

WHEREAS, HHSA is a department of the County of Nevada, and Grass Valley and Nevada City are legally recognized municipalities within the County of Nevada, California; and

WHEREAS, the California Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability ("NOFA") dated February 26, 2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, HCD is authorized to provide up to \$195,000,000 under the SB-2 Permanent Local Housing Allocation Program Formula Component from the State Treasury's Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq., Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, HCD may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program Requirements, the Standard Agreement and other contracts between HCD and PLHA grant recipients; and

WHEREAS, the County of Nevada is an eligible local government to apply for funding under the PLHA Program to administer one or more eligible activities, or a local or regional housing trust fund to whom eligible local governments may delegate their PLHA formula allocation and seek to create a legally binding agreement for the purposes of applying for PLHA funding; and

WHEREAS, the County of Nevada, Grass Valley, and Nevada City desire to coordinate on a regionalized approach in application for, and allocation of, PLHA funding through the formation of a local or regional housing trust fund; and

WHEREAS, the County is authorized to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA [**\$1,813,113**] in accordance with all applicable rules and laws; and

WHEREAS, Grass Valley is authorized to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA [**\$791,037**] in accordance with all applicable rules and laws; and

WHEREAS, Nevada City is authorized to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA [**\$470,030**] in accordance with all applicable rules and laws; and

WHEREAS, Grass Valley and Nevada City desire to delegate their PLHA allocation to the County to submit a regional application on their behalf and for the County to administer the PLHA grant award for each jurisdiction's formula allocation of PLHA funds pursuant to Guidelines section 300(c) and 300(d), and those stipulations as will be required in subsequent legally binding agreement between Grass Valley, Nevada City, and the County for this purpose;

Now, therefore, it is mutually understood and agreed to between the Parties as follows:

I. PURPOSE

This MOU delineates the understandings of the County, Grass Valley and Nevada City with regard to the submission of the PLHA application to HCD for the allocated funding and any other funds that may become available and are within the scope of eligible PLHA Activities.

II. TERMS AND DEFINITIONS

Throughout this MOU, all words used in this Agreement have the same meaning as defined in Program Guidelines, Section 101.

III. TERM

The term of this MOU shall commence as of the Effective Date stated above and shall continue for five (5) years or until the administration of the funds for all five rounds is complete, unless this MOU is terminated sooner according to the Termination clause herein, or the term is extended by mutual agreement of the Parties.

IV. UNDERSTANDINGS OF THE PARTIES

A. The County shall undertake the following:

1. Coordinate and facilitate the completion of the PLHA application, which shall include:
 - a. Coordinating interagency meetings and activities related to program implementation under PLHA and other funding sources' application processes (such as the Local Housing Trust Fund application and any subsequent PLHA competitive applications). This will include, but not be limited to, establishing reoccurring meetings, distribution of meeting notes and other meeting materials, and creating and maintaining documents and tools related to project planning, and delivery of funding allocations to projects.

- b. Submitting the PLHA application in an amount not to exceed the combined 5-year estimate of the PLHA formula allocations for the County, Grass Valley, and Nevada City, as stated in the Appendix C of the current NOFA, totaling \$3,074,180.
2. Maintain a contractual relationship with HCD to ensure compliance with the funding requirements as set forth in PLHA program guidelines.
3. Maintain and manage fiscal responsibility over all funds received and committed through the PLHA allocation process for the County of Nevada, Grass Valley and Nevada City, consistent with all Program requirements.
4. Develop and implement accounting procedures related to tracking of the Parties' individual allocations of PLHA funds maintained within separate sub-accounts of the greater PLHA fund and related Western Nevada County Regional Housing Trust Fund, including the tracking of expenditures of the fund and related sub-accounts consisting of the individual entity's allocation.
5. Participate in project planning, technical assistance and/or public meetings related to the application process and distribution of funding process, including but not limited to developing written background materials on PLHA program and other funding sources, as determined, providing background and information pertaining to Community Development Agency and Health and Human Services Agency programs, policies and procedures and making them available to decision making entities and stakeholders throughout the process.
6. Cooperate and coordinate with Grass Valley and Nevada City in assembling the PLHA application and any other applications for funds that may become available and are within the scope of eligible PLHA Activities.
7. Identify, in coordination with the Parties, the steps necessary to create the Western Nevada County Regional Housing Trust Fund, into which the Parties' PLHA funds will be deposited and managed.
8. Designate appropriate staff to participate in collaborative decision-making regarding PLHA and application planning and implementation for any other identified funds.
9. Adopt resolutions necessary to fulfill PLHA and other funding source requirements including, but not limited to: the strategic plan to address homelessness, the provision of expanding affordable housing in Western Nevada County, the authorizations allowing for the County to apply for and accept PLHA noncompetitive and other competitive funds. HHSA staff will ensure these items are completed prior to funding submission deadlines.
10. In coordination with the Parties, ensure compliance with all threshold requirements under PLHA guidelines, and all other requirements specified in other potential funding sources including but not limited to, establishing and maintaining a Local Housing Trust Fund/
11. Enter into all required legally binding agreements with Grass Valley and Nevada City pertaining to the submission of the PLHA application and administering on their behalf their formula allocation of Program funds into the Western Nevada County Regional Housing Trust Fund for eligible activities consistent PLHA Program requirements.

12. Use PLHA funds for eligible activities as approved by HCD and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the County and HCD.

13. Establish PLHA funding priorities in coordination with delegating jurisdictions and in compliance with PLHA Guidelines in line with the purposes of directing allocations of PLHA funds to projects agreed to by the Parties.

B. Grass Valley shall undertake the following:

1. Delegate available PLHA funding allocation to the County for the purposes of administering funds back into the community based on agreed to funding levels and priorities, as described in Section IV(A)(13).

2. Prepare and provide information and documentation for completion of the PLHA application in accordance with the established project timeline.

3. Work with HHSA staff to provide all information and documentation required for completion of any other identified funds applications.

4. Support County efforts, when required, to ensure compliance with all City regulations, public meeting requirements, and any processes related to the planning and delivery of funds to a proposed funding project.

5. Designate appropriate staff or consultants to participate in collaborative decision making regarding PLHA, and other potential funding sources.

6. Have a representative participate in special meetings for the purpose of considering PLHA funding allocation decisions and vote to represent Grass Valley as part of a three-agency committee allocation process.

7. Work cooperatively with the Parties to identify the steps necessary to create the establishment of the Western Nevada County Regional Housing Trust Fund, into which the Parties' PLHA funds will be deposited and managed.

8. Enter into all required legally binding agreements necessary for the submission of the PLHA application and administration of its formula allocation of Program funds into the Western Nevada County Regional Housing Trust Fund for eligible activities consistent PLHA Program requirements.

9. Work with the Parties to establish PLHA funding priorities in coordination with delegating jurisdictions and in compliance with PLHA Guidelines in line with the purposes of directing allocations of PLHA funds to projects agreed to by the Parties.

C: Nevada City shall undertake the following:

1. Delegate available PLHA funding allocation to the County for purposes of administering the funds back into the community based on agreed to funding levels and priorities, as described in Section IV(A)(13).
2. Prepare and provide information and documentation for completion of the PLHA application in accordance with the established project timeline.
3. Work with HHSA staff to provide all information and documentation required for completion of any other identified funds application.
4. Support County efforts, when required, to ensure compliance with all City regulations, public meeting requirements, and any processes related to the planning and delivery of funds to a proposed funding project.
5. Designate appropriate staff or consultants to participate in collaborative decision making regarding PLHA, and other potential funding sources.
6. Have a representative participate in special meetings for the purpose of considering PLHA funding allocation decisions and vote to represent Nevada City as part of a three-agency committee allocation process.
7. Work cooperatively with the Parties to identify the steps necessary to create the establishment of the Western Nevada County Regional Housing Trust Fund, into which the Parties' PLHA funds will be deposited and managed
8. Enter into all required legally binding agreements necessary for the submission of the PLHA application and administration of its formula allocation of Program funds into the Western Nevada County Regional Housing Trust Fund for eligible activities consistent PLHA Program requirements.
9. Work with the Parties to establish PLHA funding priorities in coordination with delegating jurisdictions and in compliance with PLHA Guidelines in line with the purposes of directing allocations of PLHA funds to projects agreed to by the Parties.

D: Collectively, the Parties Agree:

1. Not less than quarterly, to meet to identify new potential funding sources, review the current funding allocations, review Activities accomplished under this MOU, evaluate the efficacy of this MOU, assess the quality of the working relationship between HHSA, Grass Valley and Nevada City, determine the status of work products, and assess future Activities for potential PLHA funding by the partnership or assignment of funds from the Western Nevada County Regional Housing Trust Fund.
2. Meet in good faith to promptly address any disputes arising under this MOU.
3. The County shall retain the portion of the PHLA grant funds awarded earmarked for administrative fees to reimburse the costs of County staff time and expenses in fulfilling its obligations under this Agreement.

4. Nothing in this Agreement removes the Parties' authority to determine how each jurisdiction's portion of the grant funds shall be spent. The Parties intend to designate how each jurisdiction's PHLA grant funds shall be spent in a forthcoming agreement establishing a Western Nevada County Regional Housing Trust Fund.

E: Funding

1. In addition to the PLHA allocations for each governmental entity previously described in this MOU, County, Grass Valley and Nevada City shall work cooperatively together to identify and seek sufficient future funding, including additional state or federal grants, foundations grants and/or other funding sources, to promote the sustainability of the Local Housing Trust Fund and affordable housing project goals.

F: ALTERATION OF TERMS

No alteration or variation of the understandings of this MOU shall be valid unless made in writing and signed by all three parties.

G: TERMINATION

Any party may terminate their participation in this MOU for any reason, or without cause, by giving 60 days' written notice to the other two entities, which shall be served in conformity with the notice provisions contained in this MOU.

1. Upon termination, the party terminating their participation shall gain control of their remaining funding allocation to use consistent with the application submitted and Plan approved, unless an amendment to the Plan is sought with the State.

H: NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by registered mail or personal service upon the other party.

I: AMENDMENTS

Any material changes to any of the clauses above must be mutually agreed upon by all three entities, and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

J: PARTIES AS INDEPENDENT

In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its agents or employees.

K: INDEMNIFICATION

Nothing herein shall be construed as a limitation of any entities liability, and all parties shall indemnify, defend, and hold harmless the County of Nevada, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of any entity, except such loss or damage which was caused by the sole negligence or willful misconduct of the County, its employees, agents or volunteers.

Nothing herein shall be construed as a limitation of County's liability, and County shall indemnify, defend, and hold harmless Grass Valley and Nevada City from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of County, its employees, agents or volunteers, except such loss or damage which was caused by the sole negligence or willful misconduct of either Grass Valley or Nevada City, its employees, agents or volunteers.

L: INSURANCE

It is agreed that the Parties to this MOU shall maintain at all times during the term of this MOU insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

Signatures:

By: _____
Honorable Lisa Swarthout, Chair, of the Board of Supervisors

Date:

Attest:

Lauriana Cecchi, Interim Clerk of the Board of Supervisors

Date:

By: _____
Hilary Hodge, Mayor of City of Grass Valley

Date:

By: _____

Date:

Daniela Fernandez, Mayor of City of Nevada City

Approved as to Form:

Dean Pucci, City Attorney for Nevada City

David Ruderman, City Attorney for Grass Valley

Trevor Koski, County Counsel for County of Nevada



City of Grass Valley City Council Agenda Action Sheet

Title: Park Restroom Security Contract

CEQA: Not a project

Recommendation: That the City Council 1) authorize staff to execute an agreement with Gold Country Security, subject to legal review; and 2) authorize the Finance Director to make any necessary budget adjustments and/or transfers to implement this agreement.

Prepared by: Zac Quentmeyer, Deputy Public Works Director

Council Meeting Date: 8/11/2026

Date Prepared: 8/4/2026

Agenda: Consent

Background Information: Currently, City park restrooms are cleaned and secured each evening by a contracted janitorial service. In July 2026, the City Council approved terminating the janitorial services contract, hiring an additional full-time Park Maintenance Worker to bring restroom cleaning services back in-house, and contracting with a security company to lock park restrooms each night following park closure.

Following Council's direction, staff solicited proposals from security companies to provide nightly locking services for seven City park and parking lot facilities, 365 days per year. Gold Country Security (GCS) was the only responsive bidder.

Under the proposed agreement, GCS will lock park restrooms at facilities without lighting at sunset and at lighted parks after 10:00 p.m. During each site visit, GCS will also inspect the facilities and document and report any damage, vandalism, or other maintenance issues observed during the closing process.

The proposed agreement with Gold Country Security is attached for the City Council's review and consideration.

Council Goals/Objectives: The execution of this action attempts to achieve the following Strategic Goals - Recreation and Parks.

Fiscal Impact: By canceling the restroom janitorial contract, bringing those services back in-house, and contracting with a security company to lock the restrooms each night, the City has achieved overall cost savings.

Funds Available: Yes

Account #: N/A

Reviewed by: Interim City Manager

Attachments: Gold Country Security Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / *Gold Country Security*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Gold Country Security, a California individual proprietorship business (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Provide a California licensed uniformed security officer in a professionally marked security vehicle to clear and lock restrooms at (7) separate parks/parking lots, including (2) two parks with multiple restroom locations.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **June 16, 2026** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Zac Quentmeyer, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Four Thousand Nine Hundred Thirty-Four Dollars and Eighty-Four Cents (\$104,934.84).
- 3.5. “Commencement Date”: September 1, 2026.
- 3.6. “Termination Date”: December 31, 2030

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code section 84308. Consultant shall disclose any contribution to an elected or appointed City official’s campaign or committee of more than \$500 in 12 months preceding the Commencement Date or earlier date provided by the statute, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City before, or concurrently with, Consultant’s execution of this Agreement and no later than the Commencement Date.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

6. CONSULTANT’S DUTIES

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

- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Jodey Fink shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 6.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.11. **Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under

this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 7.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 8.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 8.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

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

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant shall be a wholly independent contractor as to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.

- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 12.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

- 13.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 13.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of Grass Valley Restroom Security Services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
 - General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

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- Workers' Compensation:

• Workers' Compensation	Statutory Limits
• EL Each Accident	\$1,000,000
• EL Disease - Policy Limit	\$1,000,000
• EL Disease - Each Employee	\$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

Initials: _____

Name: _____

- 13.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work under this Agreement.
- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Zac Quentmeyer, 125 East Main Street, Grass Valley, CA 95945.
- 13.12. **Consultant’s Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 13.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.
- 13.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

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

If to City:

Zac Quentmeyer
City of Grass Valley
Public Works Department
125 E Main Street
Grass Valley, CA 95945

If to Consultant:

Jodey Fink
P.O. Box 783
Cedar Ridge, Ca
Telephone: 530-273-1367
Facsimile: N/A

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Telephone: (530) 274-4713
Facsimile: (530) 274-4399

With courtesy copy to:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 6.11 (Records), Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.8 (Claims-Made Policies), Section 14.2 (Consultant Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the

provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or

employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 19.3. **Multiple Phased Projects.** Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.
- 19.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.5. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 19.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 19.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 19.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 19.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 19.13. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.14. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page Follows]

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

“City”
City of Grass Valley

“Consultant”
Gold Country Security

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Taylor Day, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

Exhibit A

Scope of Services/Fee Schedule

Item # 4.



GOLD COUNTRY SECURITY

Providing guard and patrol services throughout Western Nevada County.

SECURITY SERVICE PROPOSAL

This Proposal is drafted by **Gold Country Security (GCS)**, a Sole Proprietor Guard and Patrol Service existing under the laws of the state of California with a physical address of 12904 Foster Rd, Grass Valley, CA 95945, and mailing address of P.O. Box 783, Cedar Ridge, CA 95924.

For, **The City of Grass Valley (CLIENT)**.

At the request of CLIENT, GCS shall provide the following services;

GCS provides general liability insurance in the amount of not less than two million dollars (\$2,000,000) and not less than one million dollars (\$1,000,000) per incident, as well as 1 Million commercial vehicle insurance.

All services will be performed by a uniformed California licensed security officer and in a professionally marked security vehicle.

Clearing and locking restrooms at 7 separate parks/parking lots, including 2 parks with multiple restroom locations. Lock ups will be done at or within approximately 1 hour after sunset. All restrooms will be inspected for damage or vandalism and to ensure they are unoccupied prior to locking. If any damage is noted, a photo and/or description of said damage will be emailed to the designated person. For efficiency, GCS will not email a report of restroom condition unless damage or vandalism is noted. In the event a safety hazard is evident and the designated person is unavailable by phone, the GCS Officer will notify the Grass Valley Police Dept. Restrooms that are open after sunset for sporting or other events will be locked in a reasonable time after the conclusion of the event or after 10pm as directed.

An announcement will be made upon entering every restroom. If anyone is present, they will be given a reasonable amount of time to vacate. The Grass Valley Police Dept. will be contacted for anyone refusing to leave.

This service will be 7 days a week, 365 days per year. Fee for this service would be \$53.00 per night, invoiced monthly at a flat rate of \$1,590.00. After the completion of the bicycle park and the addition of the extra lock up, the fee would be increased to \$59.00 per night and be invoiced at a flat \$1,770.00 per month. If ever there was a need for an emergency response, there would be a \$100 fee attached to the hourly rate of \$39 with a 2 hour minimum. Every account is reviewed in January and may be adjusted by up to 10%, if needed, to cover wage mandates or any other expenses.

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Gold Country Security (GCS) has been in business and operating based out of the Grass Valley Area since 2004. We work for dozens of private individuals, groups, companies and property managers. We also have worked with and for every level of government in City, State and Federal. GCS is the only company with a full time, local nightly patrol "route". We previously locked the restrooms for the City of Grass Valley for several years prior to Covid. We patrol most large shopping centers and complexes in Grass Valley, Nevada City, Alta Sierra and Penn Valley.

Some of the clients we currently work with for references are:

Nevada County Fairgrounds – Andrew Trygg, CEO - (530) 273-6217

McKnight Crossing (Target Center) – Beth Wilson (Property Manager) - (530) 913-7697

Tripps Auto Body – Todd Tripp (Owner) – 530-273-8515

GCS has about 35 clients serviced daily with our guard and nightly patrol routes. We also have dozens of occasional or seasonal clients in the Grass Valley area.

A few others are;

The County of Nevada, Nevada Union High School, Bear River High School, Cal Fire, AJA Video, Nevada Irrigation District, Litton Industries, Chape De Indian Health (GV and Auburn), Brunswick Plaza, Glenbrook Plaza, Hansen Bros, Forest Springs Mobile Home Community, Northern Queen Motel, Record Connection Plaza, Wildwood Commercial Center, Gateway Center, The Spirit Center, Hospitality House, Brunswick Commons, Yuba Water Agency, several laundromats and many more.

Business License, General liability, Workman's Compensation and Vehicle insurance documents are attached to this email as separate documents..

Thank You for the opportunity to Bid on your security needs.

Authority to Execute:

Jodey D. Fink - Owner, Gold Country Security

Office – 530-273-1367 / Cell 530-913-9055

NCSO (Retired) – PPO #15449 – goldcounrtypatrol@yahoo.com

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party,¹ financially interested participant,² or agent³ while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.
2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months after the City makes a final decision. No agent to a party or participant shall make a contribution in any amount to a councilmember or commissioner during the proceeding and for 12 months after the City makes a final decision.
3. Before rendering a decision on a City proceeding, any councilmember or commissioner who received a contribution of more than \$500 in the preceding 12 months from any party to a proceeding, or agent, shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of: (a) making the decision, or (b) knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.² "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

³ "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closely held corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$500 to a councilmember or commissioner in the past 12 months, all contributions made by you or your agent in that time must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- ☐ License
- ☐ Lease
- ☐ Permit
- ☐ Franchise
- ☐ Other Contract
- ☐ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any councilmember or commissioner in the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____



City of Grass Valley City Council Agenda Action Sheet

Title: Centreville Bike Park Project- Project Update and Approval

CEQA: Categorically Exempt - Section 15303, 15304

Recommendation: That Council 1) approve the proposed project design and site layout, 2) approve that the Centreville Bike Park Project is exempt from California Environmental Quality Act under Class 3 and Class 4 Categorical Exemptions, and 3) authorize Staff to file a Notice of Exemption with the Nevada County Clerk Recorder.

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

Council Meeting Date: 8/11/2026

Date Prepared: 8/4/2026

Agenda: Administrative

Background Information: On March 10, 2026, Council authorized the award of a contract to Dynamic Trades, Inc for Design-Build services for the Centreville Bike Park Project. The Project includes the design and construction of a new asphalt bike pump track and associated site amenities at a City owned 3-acre parcel at the corner of Idaho Maryland Rd and Centreville Rd.

Dynamic Trades, Inc. has now completed 70% engineering design plans for the proposed park, which includes the primary feature of an approximately 8,200 square foot bike pump track, as well as site improvements of a restroom, shade structure, small parking area and trails. A spur walking trail is proposed to provide better access to a historic narrow gauge railroad abutment across Olympia Creek and an extension of the Loma Rica 10' wide multi-use trail will connect with the terminus of the planned Wolf Creek Trail system on Idaho Maryland Rd.

A conceptual site plan exhibit is attached. Staff requests that Council review the conceptual layout and approve the proposed project design.

The site improvements associated with this project are exempt from environmental review pursuant to Section 15303, Construction of Small Structures and Section 15304, Minor Alterations to Land. Staff requests that Council authorize the filing of a Notice of Exemption with the Nevada County Clerk Recorder.

Council Goals/Objectives: The Centreville Bike Park Project executes portions of work tasks towards achieving/maintaining Strategic Plan - Recreation and Parks.

Fiscal Impact: Project costs for FY 25/26 are fully funded by Measure E Lease funds as identified in the adopted CIP Budget.

Funds Available: Yes

Account #: 300-406-66658

Reviewed by: Interim City Manager

Attachments: Conceptual Site Plan

