City of Grass Valley
City Council
Agenda Action Sheet

Council Meeting Date: May 10, 2016       Date Prepared: May 4, 2016

Prepared by: Robert Richardson, City Manager

Title: Paint the Town Project Agreement

Recommended Motion: Adopt the attached agreement.

Agenda: Consent

Background Information:
On June 4th, 2016 the Grass Valley Downtown Association will be putting on the Paint the Town Project in association with the Nevada County Contractors Association. The goal of the Project is to beautify and restore portions of the Downtown District. Individual efforts will include the painting and renovation of several storefronts, cleaning and power-washing sidewalks, the re-planting of beds, small repairs and numerous painting projects. All labor is expected to be volunteer.

Given the important economic, cultural and historic resource of Downtown, staff is recommending financial support for the Project of up to $10,000. Property owners will have to pay for all paint used on their buildings and all other equipment, supplies and materials will be provided through donations, the GVDA and City funding. All expenditures for the Project with City funds will need to be pre-approved by the GVDA President and City Manager with any remaining funds being returned to the City.

The cleaning of building fronts, streets and sidewalks will be performed during the weekend of May 28th. Paint the Town Project will be on Saturday June 4th between 8:00am and 4:00pm. Final work and cleanup will occur on June 5th.

Funds Available: Up to $10,000 in funds are available for the Project.

Reviewed by: [Signature]

City Manager
AN AGREEMENT BETWEEN
THE CITY OF GRASS VALLEY
AND THE GRASS VALLEY DOWNTOWN ASSOCIATION

This agreement is made and entered into this 10th day of May, 2016 by and between the City of Grass Valley, a California municipal corporation and charter city (the “City”), and the Grass Valley Downtown Association, a California non-profit corporation (the “GVDA”).

WHEREAS, the GVDA is duly organized and constituted, and operates exclusively for civic purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, the GVDA is sponsoring an event for volunteers to clean and paint a portion of the downtown area of the City to occur between May 28th and June 5th, 2016 and located within the GVDA District on W. Main and Mill Streets (the “Paint the Town Project”); and

WHEREAS, the downtown area of the City is an important economic, cultural, and historical resource for the citizens of the City; and

WHEREAS, the City desires to support the Paint the Town Project, which will improve aesthetics, tourists’ experiences, and community involvement in the preservation of the downtown area of the City, and therefore serves an important public purpose;

WHEREAS, due to the nature of GVDA’s organization and the Paint the Town Project, the City deems it necessary and appropriate and in furtherance of the public good that this agreement be entered into by and between the City and the GVDA to support the Paint the Town Project.

NOW, THEREFORE, in consideration of the mutual requirements expressed herein, it is agreed by and between the parties hereto as follows:

1. The City agrees to provide funds to the GVDA in the amount of up to Ten Thousand Dollars ($10,000) to be used exclusively for equipment, supplies, and materials for the Paint the Town Project (the “Funds”).

2. The GVDA agrees to use the Funds exclusively for equipment, supplies, and materials for the Paint the Town Project and not for any other purpose including, but not limited to, labor costs and compensation to any person or entity volunteering for the Paint the Town Project.

3. Funds to be expended on the Project shall be approved by both the President of the GVDA and City Manager prior to expenditure. Any remaining funds from the Project shall be returned to the City.

4. The Paint the Town Project shall not be represented as sponsored or endorsed by the City, unless the City Council specifically acts to do so. The GVDA shall secure any necessary permits or other approvals from the City, including payment of any applicable fees, necessary or required for the Paint the Town project. The Paint the Town Project shall be conducted in compliance with any permit requirements and applicable law.
5. The GVDA shall be and remain an independent contractor to the City. Officers, agents, employees, and volunteers of the GVDA shall not be deemed officers, agents, employees, and volunteers of the City as a result of this agreement and shall not be entitled to any benefits from the City as a result of this agreement including, without limitation, pension or other employment-related benefits.

6. The GVDA shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with the GVDA’s performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and fees of litigation.

7. The City shall be listed as an additional insured on the GVDA insurance policies required by this section. During the term of this agreement, the GVDA shall maintain insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with its performance of this agreement. Such insurance shall be of the types and no less than the amounts set forth below:

a. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence.

b. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Hundred Thousand Dollars ($100,000) per claimant and three hundred thousand dollars ($300,000) per incident.

c. Worker’s Compensation insurance if and as required by the laws of the State of California.

If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. GVDA shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

8. This agreement may be terminated with or without cause by either party with thirty (30) days written notice to the other.

9. This agreement shall be amended or modified only in writing signed by both parties.

10. This agreement shall commence upon approval by the City Council and shall remain in effect until December 31, 2016, unless terminated earlier as provided herein.

11. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Therefore, the usual construction against the drafting party shall not apply to this agreement.
APPROVAL OF AGREEMENT

Approval and adoption of this agreement is made this 10th day of May 2016, by the Grass Valley City Council.

For City of Grass Valley:

______________________________________________
Jason Fouyer, Mayor

Date: _________________________________________

For Grass Valley Downtown Association:

______________________________________________
Sara Christiansen, President

Date: _________________________________________

ATTEST:

______________________________________________
Kristi Bashor, City Clerk

Date: _________________________________________

APPROVED AS TO FORM:

______________________________________________
Michael G. Colantuono, City Attorney

Date: _________________________________________