

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

This Agreement is made and entered into this 8th day of July, 2008 by and between the Grass Valley Downtown Association, a non-profit association (hereinafter referred to as the GVDA) and the City of Grass Valley (hereinafter referred to as the City).

WHEREAS, the City has determined that the welfare of the downtown business and property owners as well as the continued growth and development of the downtown core area demands that certain services be afforded and rendered regarding the civic activities, community activities and other activities that bring the community together to the benefit of the downtown businesses as a whole; and

WHEREAS, the City does not have a regularly constituted department for dissemination of such services; and

WHEREAS, the GVDA is duly organized and constituted, and has the capacity and resources to render the City and its citizens such service in addition to those which are for the purpose of its members; and

WHEREAS, the GVDA has a Board of Directors as well as a full-time Executive Director to carry out its functions; and

WHEREAS, due to the nature of the GVDA organization, the City deems it necessary and appropriate and in the furtherance of the public good that this agreement be entered into by and between the GVDA and the City pursuant to the above stated objectives;

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

1. The City shall pay to the GVDA the sum of \$22,500 in quarterly payments from the General Fund for FY08-09. The GVDA will provide written invoices on a quarterly basis for City verification.
2. Upon request, the City will continue as in the past to install and remove barricades for all street closures and provide assistance with police for parades, and special events involving street closures, as needed for public safety.
3. Upon request, the City will continue as in the past to install and remove banners for holidays and provide some assistance with installation of decorations.
4. Upon request, the City shall provide available demographic information and such other related materials to assist the GVDA in carrying out the purposes described herein.

5. The GVDA will furnish to the City such information and assistance as required to enhance the ability of the City to act in such a way that will benefit the citizens of the City. Services rendered shall include, but are not necessarily limited, to the following:
 - a. The establishment, operation and maintenance of an information and public relations center regarding downtown Grass Valley, its businesses and employers, services and community activities.
 - b. The establishment and maintenance of general information regarding the City, its plans and objectives, regarding private industry, business and other endeavors.
 - c. The creation and maintenance of downtown directories and other promotional materials to be distributed throughout the area and readily available to the general public. In addition, GVDA will mail informational packages to inquiries received at the GVDA office regarding vacancies, business opportunities, events and promotions.
 - d. Participation in committees and organizations addressing and promoting the tourist industry in the City.
 - e. Participation in committees and organizations addressing and promoting economic development and quality of life in Grass Valley.
 - f. Promotion of the qualities and amenities of the community with new and ongoing public relations campaigns.
 - g. To assist, promote and encourage the growth and development of the downtown and the establishment of business and acceptable industry in the downtown the GVDA will specifically identify and pursue needed businesses and new employers to locate in Grass Valley.
 - h. To work to educate, assist, promote and encourage existing businesses whenever possible, with the purpose of retaining these businesses within the downtown area.
 - i. To create and conduct events and activities that encourage civic participation and civic pride, such as the 4th of July Celebration and other downtown street events and continue to work with the Chamber of Commerce and other businesses and community organizations to coordinate other activities, as appropriate.
 - j. Within the financial means of the GVDA, representatives of the GVDA will attend economic development and tourism related conferences and

trade shows and will make various presentations promoting Grass Valley in general and downtown specifically.

- k. To assist with the implementation of the Strategic Plan and other plans (Specific and Parking as examples) created to direct improvements in the downtown core.
6. The City shall act as an ex-officio member of the GVDA with a Council member appointed representative serving as the City's liaison to the GVDA's Board of Directors.
7. The GVDA will make specific recommendations to the City Council, Planning Commission or other City Officials on matters listed in Section 4 whenever either party deems this input appropriate.
8. The GVDA will make annual written reports of activities to the City Council and City Administrator on the progress and implementation of this agreement. The GVDA will also provide verbal updates as requested by the City.
9. The City Administrator or designee shall review and approve GVDA materials which represent positions of the City Council or of the City itself.
10. For GVDA events and activities that require City permits, the permit fees shall be waived provided that activities or events are officially sponsored and endorsed by the GVDA.
11. The GVDA shall be and remain an independent contractor. Employees of the GVDA shall not be deemed to be employees of the City as a result of this agreement. GVDA sponsored functions shall not be deemed to be a sponsored or endorsed by the City, unless the City Council specifically takes such action.
12. The GVDA shall indemnify, defend, and protect and hold the City harmless from any and all activities of the GVDA. The City shall be listed as an additional insured on applicable GVDA liability and special event insurance policies.
13. This agreement supersedes any and all previously held agreements between the parties.
14. This agreement shall be modified or amended only in writing signed by both parties.
15. No waiver of this agreement by either party shall be deemed a continuing waiver of any term or condition thereof.
16. This agreement shall commence as of July 8, 2008 and shall remain in effect until June 30 2009.

Dated this day of July 8, 2008

Brad Blair, Chairperson Grass Valley Downtown Association

Mayor Mark Johnson, City of Grass Valley

Attest:

Kristi K. Bashor, City Clerk

Approved as to Form:

Ruthann G. Ziegler, City Attorney