

2024 ANNUAL STREET CLOSURES FOR GRASS VALLEY DOWNTOWN ASSOCIATION

Heart of the Town Valentine's Open House – Saturday, February 10th

Event: 10:00 am – 5:00 pm

Street Closure Time: 7:00 am – 4:00 pm

Street Closure Location: Areas A (Mill from W. Main to Neal)

Annual St. Piran's Day Festival – Saturday, March 2nd

Event: 9:30 am – 11:00 am, Flag raising 9:45 am, Pasty Toss 10:00-11:00 am

Street Closure Time: 9:30 am-11:00 am

Street Closure Location: Areas A (Mill from W. Main to Neal).

Foothills Celebration – Saturday, March 16th

Event: 1:00 pm – 4:00 pm

Street Closure Time: 11:00 am – 5:00 pm

Street Closure Location: Area A (Mill Street from W. Main to Neal)

Downtown Car Show – Saturday, May 4th • Rain Date: Saturday, June 15th

Event: 10:00 am – 2:00 pm

Street Closure Time: 6:00 am – 4:30 pm

Street Closure Location: Areas A, B, C, D, E, P. (Mill from Main to Neal; Bank from Mill to S. Auburn; Main from S. Church to Stewart - S. Auburn from Bank to E. Main, City Hall Parking Lot at E. Main & S. Auburn.)

Thursday Night Market Summer Series – Thursdays, May 30th, June 6th, 13th, 20th & 27th

Event: 6:00 pm – 9:00 pm

Street Closure Time: 4:00 – 10:00 pm

Street Closure Location: Areas A & B, (Mill from W. Main to Neal, W. Main from S. Church to S. Auburn St.)

4th of July Celebration – Thursday, July 4th

Event: July 4th, 8:00 am – 10:00 am **Family Pancake Breakfast** from 8:00 am – 10:00 am

Street Closure Location: Areas A (Mill from W. Main to Neal)

Street Closure Time: July 4th, 6:00 am – 11:00 am

Event: July 4th, 5:00 pm – 9:00 pm. **Mill Street 4th of July Celebration**

Street Closure Time: July 4th, 3:00 pm – 10:00 pm

Street Closure Location: Areas A, ((Mill from Main to Neal)

Extreme Grass Valley! – Saturday, August 24th

Event: 6:00 pm – 9:00 pm

Street Closure Time: 4:00 – 10:00 pm

Street Closure Location: Areas A & B, (Mill from W. Main to Neal, W. Main from S. Church to S. Auburn St.)

Sidewalk Sale – Saturday, September 14th

Event: 9:00 am – 5:00 pm

Street Closure Time: 7:00 am – 4:00 pm

Street Closure Location: Areas A (Mill from W. Main to Neal)

Magical Evening on Mill – Sunday, September 15th

Event: 6:00 pm – 10:00 pm

Street Closure Time: 3:00 pm – 11:00 pm

Street Closure Location: Areas A (Mill from W. Main to Neal)

Brew Fest – Saturday, September 28th

Event: 1:00 pm – 5:00 pm

Street Closure Time: 11:00 am – 6:00 pm

Street Closure Location: Areas A (Mill from W. Main to Neal)

Downtown Holiday Market – Saturday, November 9th

Event: 10:00 am – 6:00 pm

Street Closure Time: 8:00 am – 7:00 pm

Street Closure Location: Area A (Mill Street from W. Main to Neal)

Annual Cornish Christmas – Fridays, November 29th – December 6th, 13th, 20th

Event: 6:00 pm – 9:00 pm, **Tree Lighting Ceremony** on Friday, Nov. 29th, 6:00 – 6:30 pm

Street Closure Time: 4:00 – 10:00pm

Street Closure Location: Areas A & B (Mill from W. Main to Neal, W. Main from S. Church to S. Auburn St.)

2024 Off Site Events

Grass Valley Stars and Stripes Gala – Friday, May 17th

Event: 6:00 pm – 9:00 pm

Grass Valley Vet's Hall

Grass Valley Armed Forces Day Fly In – Saturday, May 18th

Event: 8:00 am – 2:00 pm

Nevada County Airport

Grass Valley Plein Air Festival – Week of September 9-14

Event: All Day

Plein Air Painting and Workshops at Various locations

AGREEMENT: GREATER GRASS VALLEY BUSINESS ALLIANCE

This Agreement (“Agreement”) is entered into effective January 1, 2024 (“Effective Date”) by and between the Greater Grass Valley Chamber of Commerce (“Chamber”), the Grass Valley Downtown Association (“GVDA”) and the Greater Grass Valley Business Alliance (“Alliance”), each a “Party” to this Agreement, under the following circumstances:

- A. The Chamber is a California non-profit corporation operating pursuant to Internal Revenue Code (“IRC”) §501(c)(6) for the benefit of the greater Grass Valley business community;
- B. The GVDA is a California non-profit corporation operating pursuant to IRC §501(c)(4) for the benefit of the businesses within the Business Improvement District encompassing the Grass Valley downtown;
- C. The Alliance is a California non-profit corporation to be formed following execution of this Agreement. It will then apply for IRC §501(c)(6) status.
- D. Since January 2022, the Parties have been operating under a Management Agreement, by which the administration of the GVDA operations and events has been provided by the Executive Director of the Chamber (the “Management Agreement”);
- E. The Chamber and the GVDA have entered into a non-binding Letter of Intent dated as of November 16, 2023, providing for, among other things, the formation and operation of the Alliance;
- F. The Parties wish to formalize their contractual arrangements as provided below.

Now therefore the Parties hereto enter into this Agreement as follows:

1. **Purpose.** The purpose of the Alliance is to combine the resources and talents of the Parties in a manner that will promote the interests of both while achieving efficiencies of management and economies of combined operational overhead, and at the same time preserving the individual identities of each Party—all for the betterment of the City of Grass Valley, the members of each Party, and the greater area business community.

2. **Term.** This Agreement will have a term of 3 years, and will automatically renew for additional terms of 3 years, unless one of the Parties gives

notice to the other no less than 12 months before the end of any term that it wishes to end the arrangement.

3. **Executive Director.** The Executive Director of the Chamber (the “ED”) will be the CEO of the Alliance and will manage the operations of the GVDA in the same manner as under the Management Agreement. Until the Alliance obtains IRC §501(c)(6) status from the IRS, the ED will be an employee of the Chamber, but will be paid from the “Combined Account” shown on Exhibit A. At such time as the Alliance obtains IRC §501(c)(6) status, the ED and staff of the Parties will become employees of the Alliance, which will assume the employment contract of the ED, as well as all general overhead obligations of the Parties. The ED will be the initial organizer of the Alliance and will oversee the Alliance’s application for IRC §501(c)(6) status with the IRS.

4. **Accounts and Committees.** Attached hereto as Exhibit A is an organizational chart showing the initial bank account and committee structure of the Chamber and GVDA. This structure is subject to change by amendment, as provided in Par. 6.F. hereof. The accounts shown on Exhibit A have the following features:

- A. The BID funds collected and distributed by the City of Grass Valley will be used solely to defray the costs of conducting activities in the downtown allowed under the BID ordinance. A separate account will hold funds until used for said purposes.
- B. A separate account will be designated by the Chamber for the income and expenses of the Destination Magazine published by the Chamber, which account will retain revenues generated by the magazine, to be held as a reserve account for future magazine needs.
- C. With respect to the “Combined Account” shown on Exhibit A:
 - (i) all income derived from Chamber memberships and all net income derived from events (currently planned events are listed on Exhibit B hereto) done by either Party will be deposited in this account;
 - (ii) except with respect to the accounts for the BID and Destination Magazine funds, which shall remain segregated, the funds in the Combined Account will be used to pay for operating expenses of all Parties, including, but not limited to: all payroll (including Executive Director salary), rent, insurance, and other expenses of the combined operations of the Parties;
 - (iii) no later than January 1, 2024, this account will be ‘seeded’ with \$10,000 from each Party to cover their combined

- operating expenses until operations of the Parties generate sufficient cash flow to fund operations; provided, in the event it is determined at any time by the Chamber Finance Committee that additional funds are needed in the Combined Account, each Party will contribute 50% of needed amounts;
- (iv) all net income in this account will be held as a reserve against future needs of either Party or the Alliance; provided, at the end of each calendar year, 10% of the 'net profits' generated through this account will be distributed to each of the Chamber and GVDA as strategic reserves. At such time as the Alliance receives IRC §501(c)(6) status, it will also receive 10% of the annual 'net profits' generated through this account to be held as a reserve.
 - (v) Any dispute or controversy concerning income or expense of the Combined Account will be resolved by the Alliance Board.
 - (vi) On termination of this Agreement and the relationships provided for herein, the funds remaining in the Combined Account, after payment of expenses, will be distributed equally to the Chamber and GVDA.
- D. The Chamber and GVDA each maintain separate 'reserve accounts' and other accounts shown on Exhibit A, the proceeds of which remain the sole property of each Party.
- E. The ED will control expenditures from all accounts held by both Parties, including the BID account, the Destination Magazine account and the Combined Account; provided for any withdrawal over \$500, in addition to the ED's, a signature of one additional designated signator shall be required.
- F. The Arletta Douglas account also remains separate and the GVDA controls the use of those funds as intended.

5. **Organization of the Alliance.** The Alliance will be organized and operated as follows:

- A. Following the execution of this Agreement, the Parties will cooperate to form the Alliance as a California non-profit corporation and to obtain IRC §501(c)(6) status. In the event that such status cannot be obtained, the Parties agree to negotiate in good faith to establish a working relationship that is as close as possible to the structure provided for in this Agreement.

- B. The expenses of the organizational process and any incidental expenses of the Alliance will be paid from the “Combined Account.”
- C. Initially, the Alliance will have a Board of Directors consisting of 3 members designated by the Chamber and 2 members designated by the GVDA. However, the Chamber Board agrees that within the first 3-year term of this Agreement it will work toward an amendment to this Agreement providing for equal Board representation on the Alliance for the GVDA, and a mutually acceptable outside person as a ‘tie-breaking’ Board member in the event of a deadlock.

6. Internal Governance. The Chamber and GVDA will continue to operate as independent organizations, subject to the requirements of this Agreement. Each organization will review and amend, as necessary, its by-laws and any contractual arrangements to be consistent with this Agreement. The Chamber will designate 3 of its members to be appointed to the GVDA Board of Directors and the GVDA will designate 3 of its members to be appointed to the Chamber Board of Directors. Designated members will have full voting powers.

7. Miscellaneous Provisions:

A. **Further Cooperation.** The Parties understand that going forward there are matters not addressed in this Agreement which are either beyond their control or unanticipated due to the forward-looking aspect of their arrangement (e.g., 501(c)(6) status issues raised by the IRS, new events that are planned, or other changes of circumstance, etc.) and therefore they agree that in the event they need to address such issues they will negotiate these matters in good faith in an effort to accomplish the purposes inherent in the arrangement provided for herein.

B. **Dispute Resolution: Mediation and Arbitration.** Any dispute, claim or controversy arising from or related to this Agreement shall be resolved: first, by participation in mediation by a mutually acceptable mediator; and second, if mediation is unsuccessful, by submission to binding arbitration under the auspices and according to the rules of the American Arbitration Association (“AAA”), or such other arbitrator as the Parties may agree upon. The Parties acknowledge that they are thereby giving up all right to trial by a court or a jury and to any appeal from an arbitrator’s decision. The Parties shall each bear their own attorney fees and costs of arbitration. The

arbitration shall be conducted in Nevada County, California, or if the arbitrator selected is unable to conduct the proceedings in such county, then in the California county closest to Nevada County in which the arbitrator is able to conduct the proceeding. Any arbitration award shall be enforceable in Nevada County Superior Court and shall not be appealable.

C. **Entire Agreement.** This Agreement, with exhibits, constitutes the entire understanding and agreement between the Parties with respect to the transactions contemplated and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between the Parties concerning the subject matter hereof. No Party is relying upon any representation, assurance, or inducement not expressly set forth herein.

D. **Waiver.** No waiver of any provision of this Agreement or any rights or obligations of any Party hereunder shall be effective, except pursuant to a written instrument signed by the Party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. No waiver by any Party of a breach by another Party shall be deemed a waiver of any other or subsequent breach by such Party.

E. **Amendments and Severability.** This Agreement may be modified from time to time by a written instrument signed by the Parties (an "Amendment"). The terms of any Amendment will be subject to all the other terms of this Agreement unless otherwise stipulated in the Amendment. In the event that any provision of this Agreement should be found by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained will not, in any way, be affected or impaired thereby.

F. **Independent Contractors.** The Parties to this Agreement are independent contractors. No Party is an agent, representative, or partner of the other Party. No Party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party, except to the extent that the ED is managing such Party and is therefore empowered to act for more than one Party. Each Party shall bear its own costs and expenses in performing this Agreement, except to the extent provided for herein (i.e., insofar as the provisions concerning the Combined Account provide for joint cost and expense sharing).

G. **Construction.** Each Party has engaged in the negotiation and preparation of this Agreement and/or has had the opportunity to have this Agreement reviewed by independent counsel of its choosing. Therefore, any dispute or controversy over the meaning or construction of any provision of this Agreement shall not be resolved against any Party as the drafter of the Agreement.

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H. **Notices.** All notices that either Party is required or may desire to serve upon another Party shall be in writing and addressed to each of the other Parties at their respective email addresses and will be effective upon receipt.

AGREED:

CHAMBER:

By: Robert Medlyn
Bob Medlyn, Board Authorized Representative

By: Jay Strauss
Jay Strauss, Board Authorized Representative

GVDA:

By: Lillie Robertson
Lillie Robertson, Board Authorized Representative

By: Joy Porter
Joy Porter, Board Authorized Representative

ALLIANCE:

By: Robin Galvan-Davies
Robin Galvan-Davies, Designated Organizer

