

**MEMORANDUM OF UNDERSTANDING (MOU)  
BY AND BETWEEN  
THE CITY OF GRASS VALLEY AND  
THE GRASS VALLEY DOWNTOWN ASSOCIATION (GVDA)  
FOR THE DOWNTOWN BATHROOM BUILDING PROJECT**

This Memorandum of Understanding ("MOU") is entered into this 26 day of September, 2024 (the "Effective Date"), by and between the City of Grass Valley ("City"), a charter city, and the Grass Valley Downtown Association ("GVDA") (referred to collectively as "Parties").

WHEREAS, the Parties find it necessary and desirable to construct publicly accessible restrooms at the municipal parking lot located at South Church St, Grass Valley, CA 95945, referred to as the Downtown Bathroom Building Project (the "Project").

WHEREAS, the Parties wish to enter into this MOU to identify the roles and responsibilities of each Party as they relate to the funding of the Project.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby covenant and agree as follows:

1. **Term.**

- a. This MOU shall be effective as of the Effective Date and shall remain in effect until the contribution amount set forth herein is satisfied in full, unless terminated earlier by written mutual agreement.

2. **Project Funding.**

- a. GVDA shall contribute a total sum of \$120,000 to the Project, as follows:
  - i. Upon the Effective Date, City shall withdraw an initial sum of \$20,000 from the Business Improvement District (BID) assessment reserve funds held by the City.
  - ii. Annually, beginning on the anniversary of the Effective Date, the City shall withhold a sum of \$5,000 from the BID assessment funds to be disbursed by the City to GVDA to reimburse City for its costs incurred in completing, installing, and/or maintaining the Project.
    1. Should the amount of BID assessments collected in a particular year exceed \$60,000, the City may request permission to withhold additional funds beyond the amount of \$5,000. GVDA shall approve any such requests for additional funds unless the Parties agree that such additional funds are critically needed to address other improvements and activities authorized by Chapter 12.40 of the Grass Valley Municipal Code. Notwithstanding GVDA's approval of additional funding in any particular year(s), in no event shall GVDA be obligated to contribute more than \$120,000 in total to the Project.
    2. Should the amount of BID assessments collected in a particular year equal less than \$60,000, the City shall only withhold the amount of assessment funds in excess of \$55,000. In such event,

the difference in funding below \$5,000 shall be offset by additional funding in a subsequent year or years. Nothing herein shall be construed to relieve GVDA of its obligation to contribute a total sum of \$120,000 to the Project unless the Parties agree otherwise by written mutual agreement.

- b. City shall be responsible for all other Project costs and expenses, including but not limited to, the costs of Project planning, installation, and ongoing maintenance.

3. **Indemnity.** Each Party hereto (hereafter, "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from, in connection with, or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this Agreement. The provisions of this Section shall survive termination or suspension of this Agreement.

4. **Notices.** All notices given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

**CITY:**  
Tim Kiser  
City Manager  
City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945

**GVDA:**  
Robin Davis  
Executive Director  
Grass Valley Downtown Association  
128 East Main Street  
Grass Valley, CA 95945

5. **Miscellaneous Provisions.**

- a. **Governing Law and Forum.** This Agreement shall be interpreted and governed by the laws of the State of California. Venue for any claim arising under this Agreement shall be the Superior Court of California, County of Nevada.
- b. **Interpretation.** The Parties agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each Party has had a full and fair opportunity revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting Party.
- c. **Severability.** If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this MOU, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. **No Third Party Rights.** The terms and provisions of this MOU are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other party.
- e. **Entirety of MOU.** The Parties have herein set forth the whole of their agreement

as to the matters set forth in this MOU. All prior oral discussions, representations, and/or agreements, including any prior agreements, are specifically superseded by this MOU, which is intended by the Parties to contain all of the terms and conditions agreed to by them with regard to the subject matter herein.

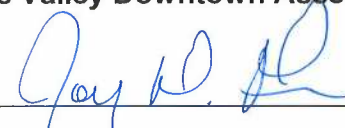
- f. **Assignment.** This MOU may not be assigned by either Party without the written consent of the non-assigning Party. This MOU shall be binding on the successors and permitted assigns of the Parties.
- g. **Modifications.** This MOU may be modified, changed, terminated, or rescinded only by an instrument in writing executed by the Parties hereto.
- h. **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

IN WITNESS WHEREOF, the CITY OF GRASS VALLEY and the GRASS VALLEY DOWNTOWN ASSOCIATION have executed this Agreement on the day and year set forth below.

**City of Grass Valley**

**Grass Valley Downtown Association**

\_\_\_\_\_  
Jan Arbuckle, Mayor

\_\_\_\_\_  


Dated: \_\_\_\_\_

Dated: 9/26/2024

**Attest:**

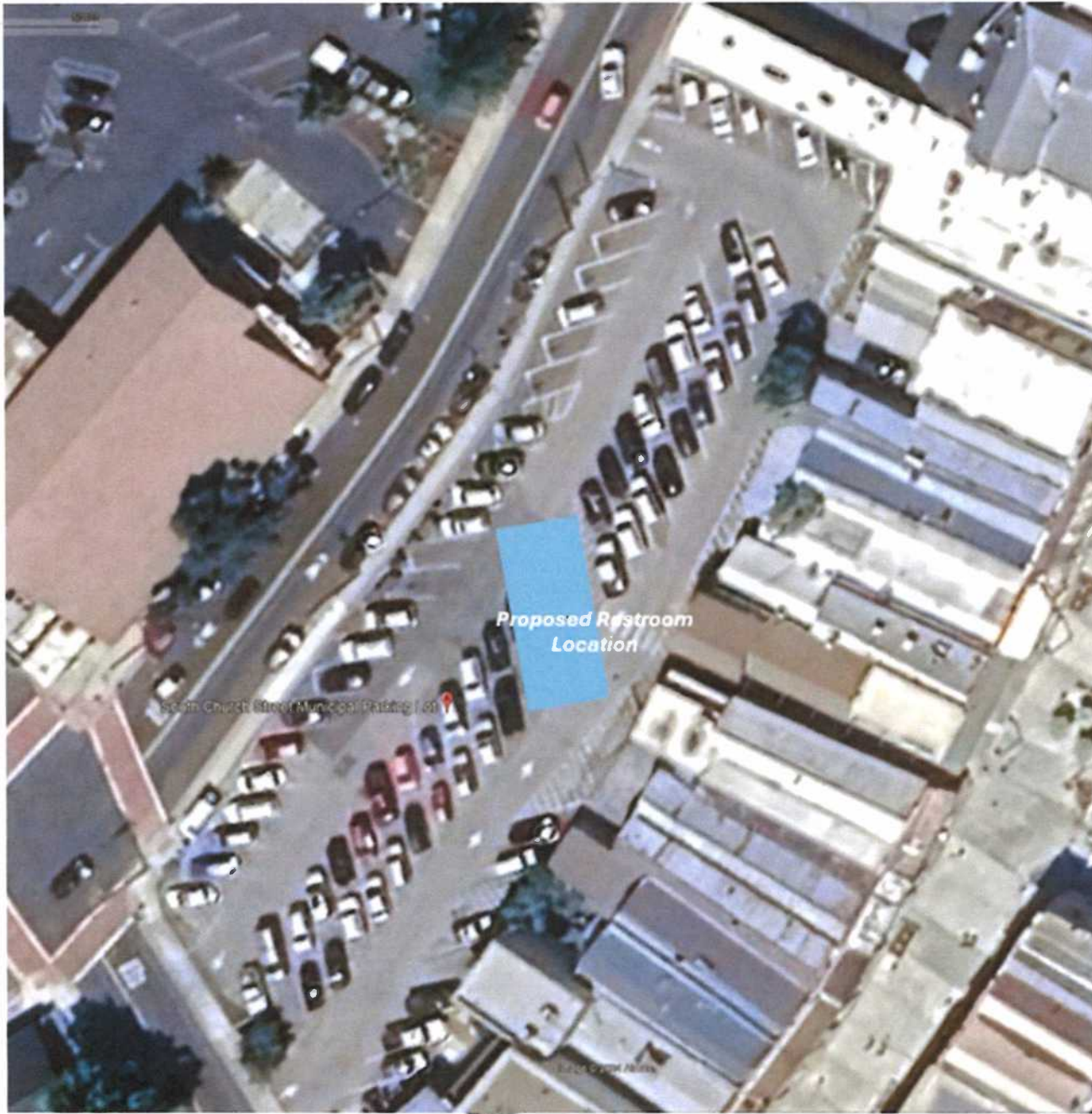
\_\_\_\_\_  
Taylor Whittingslow, City Clerk

Dated: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Michael Colantuono, City Attorney

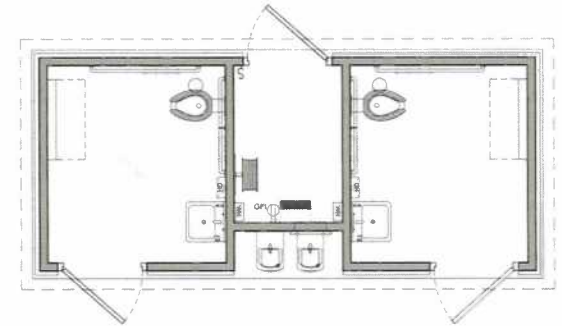
Dated: \_\_\_\_\_



## **SOUTH CHURCH MUNICIPAL PARKING LOT**

GRASS VALLEY, CALIFORNIA

PROJECT REF#: 11945



# FLOOR PLAN

SCALE: NOT TO SCALE



## SOUTH CHURCH MUNICIPAL PARKING LOT

GRASS VALLEY, CALIFORNIA

## RESTROOM BUILDING

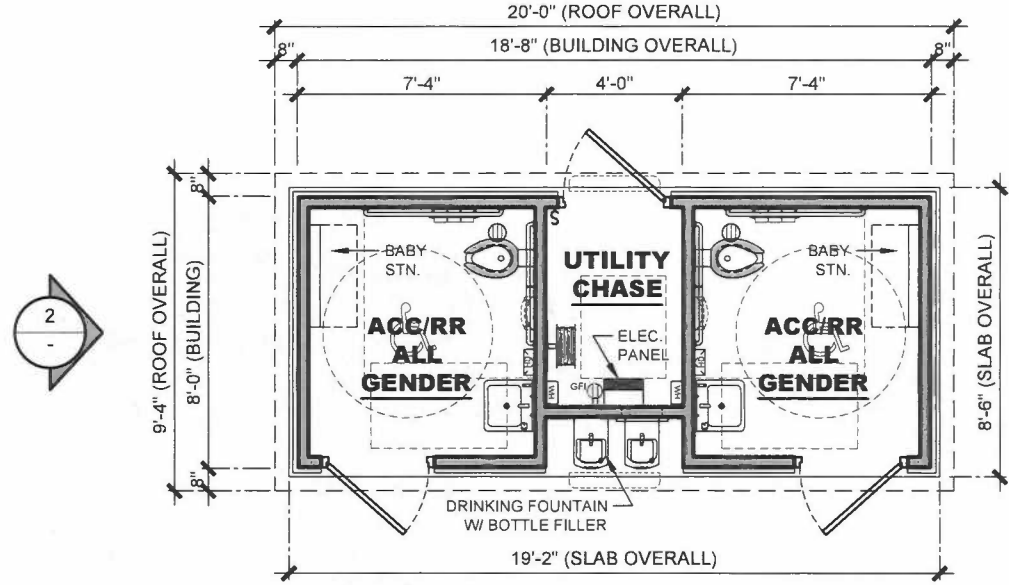
ARTIST IMPRESSION; 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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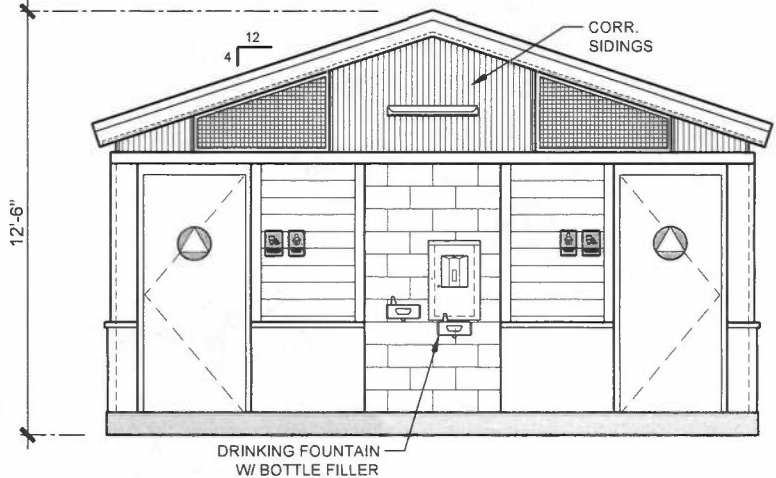
[www.PublicRestroomCompany.com](http://www.PublicRestroomCompany.com)

2587 BUSINESS PARKWAY  
MINDEN NEVADA 89423  
P: 888-888-2060 F: 888-888-1448



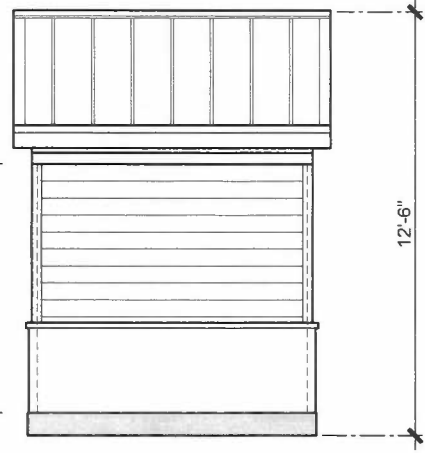
**FLOOR PLAN**

SCALE: 3/16"=1'0"



**ELEVATION 1**

SCALE: 3/16"=1'-0"



**ELEVATION 2**

SCALE: 3/16"=1'-0"



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BUILDING TYPE:	<b>RESTROOM BUILDING</b>
PROJECT:	<b>SOUTH CHURCH MUNICIPAL PARKING LOT GRASS VALLEY, CA</b>

REVISION #	REVISION DATE:	SHEET#
-	DRAWN BY:	
PROJECT #:	START DATE:	MAX. PERSON / HOUR:
<b>11945</b>	DRAWN BY: EOR	