

**PLACER COUNTY**

**REDEVELOPMENT AGENCY**

**MEMORANDUM**

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Rich Colwell, Chief Assistant CEO–Redevelopment Director  
Jim LoBue, Deputy Director *RE Colwell*  
**DATE:** October 20, 2009  
**SUBJECT:** Adopt a Resolution Authorizing the Chief Assistant CEO–Redevelopment Director or Designee to Execute a Services Agreement Between the Redevelopment Agency and the North Tahoe Business Association in the Amount of \$65,000.

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**ACTION REQUESTED:** Adopt a resolution authorizing the Chief Assistant CEO–Redevelopment Director or designee to execute a services agreement between the Redevelopment Agency (Agency) and the North Tahoe Business Association (NTBA) in the amount of \$65,000.

**BACKGROUND:** The NTBA was originally established to provide support for local business marketing. However, the NTBA has expanded its role and now works closely with the West Shore Merchants Association, the North Lake Tahoe Chamber of Commerce, the North Lake Tahoe Resort Association (NLTRA) and other organizations, agencies, and the County of Placer to develop and implement events and activities that promote the social and economic well being of the area. In the past year, the association has organized and assisted at special events such as the Annual Clean Up Day, Music on the Beach, Snowfest!, the Joe King Poker Tournament, Passport to Dining, and the annual fireworks celebration.

In the upcoming year, the NTBA will continue to support the implementation of the Main Street Program, continue to work towards establishing a Property-Based Improvement District (PBID), support the Kings Beach Commercial Core Improvement Project, create, publish, and distribute the 2010 North Lake Tahoe Guide, work with the County, CalTrans, and the NLTRA to improve traffic issues and pedestrian safety, and develop a 2010 Calendar of Events.

As the NTBA continues pursuing its goals and expanding its activities, the Agency proposes to continue funding the activities. A copy of the new services agreement in the amount of \$65,000 is attached.

**ENVIRONMENTAL STATUS:** This action is for the approval of a services agreement only. As such it does not constitute a project and is exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) section 15061 (b)(3). Any subsequent projects, as defined under CEQA, that the NTBA may perform in the future will be subject to separate environmental review.

**FISCAL IMPACT:** Agency North Lake Tahoe Tax Increment Funds are budgeted for this action. There will be no impact on the County's General Fund.

**RECOMMENDATION:** Adopt a resolution authorizing the Chief Assistant CEO-Redevelopment Director or designee to execute a services agreement between the Agency and the NTBA in the amount of \$65,000.

Attachments: Resolution  
Services Agreement

cc: Karin Schwab, Agency Counsel

**Before the Placer County  
Redevelopment Agency Board of Directors  
County of Placer, State of California**

In the matter of:

Authorizing the Chief Assistant CEO–Redevelopment Director or designee to execute a services agreement between the Redevelopment Agency and the North Tahoe Business Association in the amount of \$65,000

Resol. No:.....

Ord. No:.....

First Reading: .....

The following Resolution was duly passed by the Redevelopment Agency Board of the County of Placer at a regular meeting held \_\_\_\_\_,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

\_\_\_\_\_  
Chair, Agency Board

Clerk of said Board  
  
\_\_\_\_\_

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WHEREAS, the Placer County Redevelopment Agency (Agency) has adopted the North Lake Tahoe Redevelopment Plan (Plan);

WHEREAS, the Agency is responsible for administering the Plan to carry out redevelopment efforts within the North Lake Tahoe Redevelopment Project Area;

WHEREAS, the Agency wishes to encourage and support the North Tahoe Business Association in its efforts to implement the Kings Beach/Tahoe Vista Business Expansion/Attraction Strategy and Main Street Program;

WHEREAS, sufficient funds have been budgeted by the Agency to cover the services agreement; and

WHEREAS, the proposed agreement is an administrative action and exempt from environmental review under the California Environmental Quality Act per Guidelines Section 15178(b)(5).

NOW, THEREFORE, BE IT RESOLVED that the Agency Board approves authorizing the Chief Assistant CEO-Redevelopment Director or Designee to execute a services agreement between the Redevelopment Agency and the North Tahoe Business Association in the amount of \$65,000.

**Consultant:** North Tahoe Business Association (NTBA)  
**Project:** Main Street Program  
**Administering Agency:** Placer County Redevelopment Agency  
**Contract No.**  
**Contract Description:** A Services Agreement Between the North Tahoe Business Association and the Placer County Redevelopment Agency to Manage a Main Street Program

### SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, by and between the Placer County Redevelopment Agency, ("Agency"), and the North Tahoe Business Association ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A, up to a maximum of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000)**. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. This amount is the initial authorization, and additional expenditures, if any, may be authorized by the Agency when requested in advance and approved in writing. Consultant shall submit all billings for said services to Agency in the manner specified in Exhibit A, or, if no manner be specified in Exhibit A, then according to the usual and customary procedures which Consultant uses for billing clients similar to Agency.
3. **Facilities, Equipment and Other Materials, and Obligations of Agency.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence, and, subject to Consultant's compliance with Exhibit C and to the provisions of Paragraph 8 of this Agreement. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract. Contract shall expire **OCTOBER 31, 2010**.

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Upon expiration of subject contract, Association will have thirty (30) days to submit their final report and invoice.

6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to Agency that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Insurance.** Consultant shall file with Agency a Certificate of Insurance, with companies acceptable to Agency, with a Best's Rating of no less than A:VII showing the following coverage:
  - A. **Workers' Compensation and Employers' Liability Insurance**
    - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
    - 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
    - 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Agency."

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) Two million dollars (\$2,000,000) aggregate.
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) Two million dollars (\$2,000,000) General Aggregate.
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) **Special Claims Made Policy Form Provisions:**

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Agency, which consent, if given, shall be subject to the following conditions:

  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
    - iii) Two million dollars (\$2,000,000) General Aggregate.

- b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The Agency, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by Agency, and no insurance held or owned by Agency shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to Agency."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in aggregate.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10. **Indemnity** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement to the extent that the above are caused by

negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term "Agency" means Placer County Redevelopment Agency or its officers, agents, employees and volunteers.

11. **Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of Agency, said approval to be in the sole discretion of Agency.
13. **Personnel.**
  - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from Agency of the desire of Agency for removal of such person or persons.
  - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of Agency shall be grounds for cancellation of the agreement by Agency, and payment shall be made pursuant to Paragraph 15 **Termination** only for that work performed by Project Team members.
14. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to Agency pursuant to this Agreement shall be prepared in a

substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

**15. Termination.**

A. Agency shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event Agency shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Agency shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) Agency shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) Agency shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by Agency as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, Agency shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Agency such financial information as in the judgment of the Agency is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which Agency may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the Agency.

**16. Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*

**17. Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to Agency, and Agency shall

have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until Agency is satisfied that work of such value has been rendered pursuant to this agreement. However, Agency shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Agency, and Consultant agrees to deliver reproducible copies of such documents to Agency on completion of the services hereunder. The Agency agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Consultant certifies that no official or employee of the Agency, nor any business entity in which an official of the Agency has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the Agency.

Association certifies that no employees or volunteers of Association have created a conflict of interest by soliciting, obtaining, accepting or retaining any personal benefit from any supplier, vendor, contributor or any individual or organization doing or seeking business or services with the Association. As used here, personal benefit means a gift, gratuity, favor, service, compensation in any form, discount, special treatment or anything of a monetary value.

21. **Entirety of Agreement.** This Agreement contains the entire agreement of Agency and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

22. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

AGENCY: Placer County Redevelopment Agency  
Attn: Jim LoBue  
3091 County Center Drive, Ste 260  
Auburn, CA 95604-7096 (Project Inquiries)  
P.O. Box 7096, Auburn CA 95604-7096 (Accounts Payable)  
Phone: (530) 745-3150 Fax: (530) 745-3152

CONSULTANT: North Tahoe Business Association  
Attn: Cheri Sprenger, Executive Director  
P.O. Box 1023  
Kings Beach, CA 96143  
Phone: (530) 546-9000 Fax: (530) 546-5634

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

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Executed as of the day first above stated:

**PLACER COUNTY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Richard E. Colwell, Chief Assistant CEO-  
Redevelopment Director

**NORTH TAHOE BUSINESS ASSOCIATION**

By: \_\_\_\_\_  
Carol Savary, President

By: \_\_\_\_\_  
Leslie Brucning, Secretary

Approved As to Form

\_\_\_\_\_  
Karin Schwab, Agency Counsel

\*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

## EXHIBIT A

### SCOPE OF SERVICES

#### 2010 PROPOSED SCOPE OF SERVICES

- The NTBA will continue to support the implementation of the Main Street Four Point Approach™ in Carnelian Bay, Kings Beach, Tahoe Vista and Crystal Bay.
- The NTBA will continue to work towards becoming a financially sound and self-sustaining business organization. The funding strategy and objectives will be outlined in a three year funding plan.
- The NTBA will form a PBID (Property Based Business Improvement District) Task Force comprised of property and business owners to assist with the formation process and outreach efforts. (This task is ongoing and will happen in conjunction with the Kings Beach Commercial Core Improvement Project.)
- The NTBA will develop and implement events and activities that promote the social and economic well being of Carnelian Bay, Kings Beach, Tahoe Vista and Crystal Bay including:
  - o Develop a 2010 Calendar of Events for Carnelian Bay, Tahoe Vista, Kings Beach and Crystal Bay (the NTBA's defined Bay-to-Bay district) and work with other local agencies and organizations to coordinate efforts
  - o Update and distribute the "North Lake Tahoe" map as needed
  - o In partnership with the West Shore Merchants Association and the Tahoe City Downtown Association, create, publish and distribute the 2010 North Lake Tahoe Guide
  - o Continue to research ways to market the Bay-to-Bay district and identify strong programs to participate in with funds secured from the North Lake Tahoe Chamber of Commerce Community Marketing Grant
  - o Publish a *Business Sign Guidelines* document by working with the County Design and Review committee to review and recommend changes to existing ordinance
  - o Work with the Lake Tahoe Resort Association Infrastructure Committee, CalTrans and Placer County Public Works Dept to improve summer traffic management and pedestrian safety
  - o Work with Placer County to implement the remaining Kings Beach and new Tahoe Vista Gateway Monument signs
  - o Work with Placer County to encourage the participation of the business community in the Design Phase of the Kings Beach Commercial Core Project

- The NTBA will serve as a liaison between Placer County and the business and property owners in the Bay-to-Bay district and assist the implementation of Economic Development and Redevelopment programs and projects.
- The NTBA will maintain communication methods between members, other organizations, agencies and Placer County.
- The NTBA will work with other partners and Placer County Economic Development to address economic development issues at a regional level.

#### **Other Activities and Programs**

**In addition to the Placer County Contract and proposed scope of services, the NTBA will continue to plan and execute a number of local activities and programs in support of its mission to improve the economic well being of the business community and enhance the quality of life through the creation and long-term preservation of a vibrant economic climate. These programs include but are not limited to:**

- Organize community events and activities that enhance and promote the Bay-to-Bay district including:
  - o 3<sup>rd</sup> Annual Joe King Poker Tournament
  - o Snowfest! Kings Beach Parade
  - o Annual Clean Up Day for Crystal Bay, Kings Beach, Carnelian Bay and Tahoe Vista
  - o Music on the Beach Summer Series
  - o July 3<sup>rd</sup> Fireworks Celebration
  - o 6<sup>th</sup> Annual Passport to Dining
- Partner with the North Lake Tahoe Chamber of Commerce and Truckee Chamber of Commerce to deliver the 7th year of the North Lake Tahoe Truckee Leadership Program

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED**

Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A, up to a maximum of Sixty-Five Thousand Dollars (\$65,000).

**EXHIBIT C**

**FACILITIES, EQUIPMENT, AND OTHER  
MATERIALS, AND OBLIGATIONS OF COUNTY**

Consultant will not use any County facilities, equipment or other materials without the consent of the Deputy Director of Redevelopment.

