



**MEMORANDUM**  
**COUNTY EXECUTIVE OFFICE**  
**ADMINISTRATION**  
County of Placer

TO: Honorable Board of Supervisors  
FROM: David Boesch, County Executive Officer  
By: Chris Perry, Management Analyst II  
DATE: July 12, 2016  
SUBJECT: Contract – North Tahoe Business Association

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**ACTION REQUESTED**

Approve an Economic Development Services Contract with the North Tahoe Business Association (NTBA) in the amount of \$85,000 to implement the Main Street Program and provide special event development and promotional services in the North Lake Tahoe area for FY 2016-17. Funding is available as a budgeted net county cost in Lake Tahoe Tourism and Promotions, and Community and Agency Support.

**BACKGROUND**

The NTBA was originally established to provide support for local business marketing. Today, the NTBA has expanded its role and now works closely with the North Lake Tahoe Resort Association (NLTRA) and other organizations, agencies, and the County of Placer to implement the national Main Street Program of community and business development, create and implement events and activities that promote the social and economic well-being of the area. Since 2011, the association has increased membership dramatically and now serves over 200 members. The NTBA marshalled support of property owners and the business community behind the successful passing of the Benefit Assessment District in 2013. Subsequently, they coordinated the development and implementation of a Business Mitigation Strategy/Open for Business Marketing Campaign to assist businesses to sustain business levels during the Kings Beach Commercial Core Improvement Project (KBCCIP).

In the upcoming year, the NTBA will continue to support the implementation of the Main Street Program, focus on business revitalization, and economic and community vitality. This includes: advocating for businesses' sustainability and expansion, providing a single powerful voice for the business community, and connecting businesses to resources and information. NTBA will continue to stage events, promotions and marketing that attract visitors and build awareness of North Lake Tahoe communities and amenities. Finally, NTBA will leverage Community Marketing Partner Funding, and work with the community to enhance the aesthetics created through the KBCCIP, including Tahoe Public Art.

**FISCAL IMPACT**

The funds to cover the \$85,000 contract amount are included in the FY 2016-17 requested budget of Lake Tahoe Tourism and Promotions \$65,000 base plus \$10,000 special event development, and \$10,000 Community and Agency Support as a budgeted net County cost.

**ATTACHMENTS**

Contract and Scope of Work

cc: Gerald O. Carden, County Counsel  
Jennifer Merchant, Deputy CEO, North Lake Tahoe

Administering Agency: Placer County Economic Development

Contract No.: \_\_\_\_\_

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT FOR BUSINESS  
COMMUNITY DEVELOPMENT AND PROMOTIONAL SERVICES  
IN THE NORTH LAKE TAHOE AREA FOR FY 2016-17**

WHEREAS, the Office of Economic Development 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; and

WHEREAS, sufficient funds have been budgeted by the County to cover the services contract; and

WHEREAS, the proposed contract is an administrative action and exempt from environmental review under the California Environmental Quality Act per Guidelines Section 15061(b)(3);

WHEREAS, this Agreement is made and entered into, as of **July 12, 2016**, and will commence per the terms as outlined below, by and between the COUNTY OF PLACER, ("County") and the NORTH TAHOE BUSINESS ASSOCIATION ("NTBA"), a nonprofit corporation, who agree as follows:

- I. **SERVICES.** Subject to the terms and conditions set forth in this agreement, NTBA shall provide the services described in Exhibit A, Scope of Work. NTBA shall provide said services at the time, place, and in the manner specified in Exhibit A.
- II. **PAYMENT.** County shall pay NTBA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit B, up to a maximum of Eighty-Five Thousand (\$85,000). The payments specified in Exhibit B shall be the only payments made to NTBA for services rendered pursuant to this agreement. This amount is the initial authorization, and additional expenditures, if any, may be authorized by Placer County when requested in advance and approved in writing. NTBA shall submit all billings for said services to Placer County in the manner specified in Exhibit A.
- III. **GENERAL PROVISIONS.** The General Provisions set forth in Exhibit C are an integral part of this agreement. Any inconsistency between said General Provisions and any other term or condition of this agreement shall be controlled by the term or condition of this agreement insofar as they are inconsistent.
- IV. **EXHIBITS.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
- V. **TIME FOR PERFORMANCE.** Time is of the essence, and failure of NTBA to perform all services in a timely manner shall constitute a material breach of this agreement.
- VI. **APPROVAL OF SUBCONTRACTORS.** No part of the services to be performed under this agreement shall be subcontracted without the prior written agreement of the COUNTY.

- VII. RECORDS. The NTBA shall maintain at all times complete and detailed records with regard to work performance under this agreement in a form acceptable to the COUNTY, according to generally accepted accounting and internal control principles, and COUNTY 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 NTBA until the COUNTY is satisfied that work of such value has been rendered by the NTBA pursuant to this agreement.
  
- VIII. RENEWAL. This agreement may be renewed by making a request to the Board of Supervisors through the Office of Economic Development a minimum of 60 days prior to the expiration. The extension or renewal will be based on performance of the Scope of Work items as performed by the NTBA.
  
- IX. TERM. The term of this contract is for 12 months commencing July 1, 2016 and ending June 30, 2017 unless canceled by either party pursuant to the cancellation provisions herein.

Executed as of the day first above stated:

PLACER COUNTY

By: \_\_\_\_\_  
 Robert Weygandt, Chairman

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

NORTH TAHOE BUSINESS ASSOCIATION

By: \_\_\_\_\_  
 Ernie Dambach, President

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

By: \_\_\_\_\_  
 Joy M. Doyle, Executive Director

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 Placer County Counsel

## Exhibit A

### Scope of Work

#### North Tahoe Business Association 2016-17 Main Street Implementation Scope of Work

Submitted May 26, 2016

#### Main Street Implementation

- NTBA has been successful at partnering with Placer County to implement the Main Street Four Point Approach in the District between Carnelian Bay and Crystal Bay since 2004.
- During this time, NTBA has followed the Main Street Approach and worked with property and business owners, along with concerned citizens, to have more involvement and control of their community's future with the goal of strengthening existing businesses and creating opportunities for business expansion and new start-ups to develop.
- NTBA believes the Main Street Approach philosophy is that it takes a village to have a vibrant and thriving economy and as such, NTBA does its best to involve business and community members in all aspects of its organization. This is done through ongoing and regular outreach to members, reminders to members encouraging them to attend NTBA Board and Committee meetings and encouraging them to serve on Board and committees, invitations to member open houses, and through NTBA's Networking & Referral Group.
- Since 2004 by following the Main Street Approach, NTBA has leveraged Placer County's investment through thousands of volunteer hours, tens of thousands of dollars raised from external sources, and has increased its organizational capacity, membership, productivity and positive impact.
- NTBA organizes its work into four Main Street Approach categories:
  - 1) Economic + Community Vitality
  - 2) Events, Promotions + Marketing
  - 3) Community Design
  - 4) Administrative + Organizational Capacity
- NTBA is run by a 3-person staff and a Board of Directors, which is made up of 12 volunteers representing all four NTBA's District communities and multiple business industries and two regional partners (NLTRA and TNT/TMA). NTBA's Board of Directors provides valuable strategic and fiduciary planning and decision making for the organization. NTBA Board of Directors meets monthly excluding July and the officers of the Board, the Executive Committee, meet monthly as well. Board meeting minutes are available upon request.
- Additionally, NTBA interacts regularly with and gathers input and strategic planning and recommendations from three NTBA Main Street Committees.

Each of these committees consist of at least one staff member, 4-7 volunteers and Board Member(s), each with area knowledge and expertise, across as broad business industries as possible. NTBA's Main Street Committees meet monthly (excluding July and December) and meeting agendas are provided prior to each meeting. NTBA's current Main Street Committees are as follows:

- 1) Economic + Community Vitality
  - 2) Promotions + Marketing
  - 3) Community Design
- Additionally, NTBA has three Event Committees that help to plan and provide strategic input for two of the most important special events in NTBA's District. Special Events are one of the many ways that NTBA markets NTBA's District. Each of these committees are made up of at least one staff member, 3-5 volunteers and Board member(s) and meets 3-5 times per year.
    - 1) Music on the Beach Committee
    - 2) Passport to Dining Committee
    - 3) "New" Event Committee – this is a new committee that started in 2016. The purpose of the committee is to evaluate existing NTBA events and formulating recommendations to NTBA Board of Directors by end of 2017 for possible existing event changes to free up capacity for a possible new event in 2018 or later

**It is important to acknowledge the success and results that NTBA has had over the past few years. Following are some examples:**

- Membership has increased 30% since 2012 and 36% since 2008
  - 215 members as of May 26, 2016 (149 at end of 2012, 137 at end of 2008)
  - Note: NTBA membership is audited on an ongoing basis; members are dropped if payment is 90 days late
- Plan and produce up to 15 successful and well-attended annual special events
  - Event revenue including sponsorships has increased by 63% since 2012
- 11 Small Business Seminars since February 2012
- Developed and executed Open for Business Marketing Campaign and Tips for Success During Construction Guide fall 2013 through fall 2015
- Participating in regional economic development and planning efforts and advocating for NTBA District and Kings Beach Town Center
- Input on North Tahoe Area Plan specific to development in Town Centers
- Founding and ongoing partner of North Lake Tahoe / Truckee Leadership Program
  - now in its 13th year
  - 270 alumni + 27 students participating in 2016 class
- Leadership, financial + in-kind support, and ongoing participation in Tahoe Public Art since 2012

- Kings Beach Streetlight Banner Program
  - development in 2015
  - implementation starting in 2016 and ongoing thereafter
- NTBA Networking & Referral Group
  - Started in January 2015 to provide support, training, referral marketing and networking opportunities to members + used as member recruitment tool
- Marketing NTBA's District as a whole, North Lake Tahoe, and promoting NTBA members through
  - NTBA's "Visit North Lake Tahoe" website – 4,500 avg. monthly visits
    - 44% increase in 2015 versus 2014
    - maintain area-wide online calendar or events
  - Email Marketing to members, residents and visitors
    - nearly 3600 database
    - 32.8% average open rates
  - Social Media - NTBA and Music on the Beach Facebook pages
    - increased likes by over 100%
    - increased engagement by over 400%
  - New photo and video assets of new Kings Beach improvements
  - Effective marketing plan execution
    - consistently reaching or exceeding most measurable goals
  - Assisting with Business Association & Chamber Coalition seasonal marketing programs

It is with great pride and professionalism that the NTBA executes on its scope of work.

### **2016-17 Scope of Work**

The basis of North Tahoe Business Association's 2016-17 Main Street Implementation Scope of Work is being pulled from NTBA's 2020 Strategic Plan. The 2020 Plan is in the process of being developed and finalized as an outcome of two professionally facilitated NTBA staff and Board sessions in early 2016. At the time of this scope of work submission, the 2020 Plan is under final review by all NTBA Main Street Committees and NTBA's Board of Directors and is planned to be adopted by NTBA Board in June 2016.

**Following is NTBA's 2016-17 scope of work focus areas, focus area purposes and key tactics NTBA will be implementing:**

#### **Focus Area A - Economic + Community Vitality**

Purposes:

1. **Advocate:** for business sustainability, expansion, recruitment and start-up programs, activities and infrastructure improvements in order to build NTBA District commercial aspects + vitality.
2. **Communicate:** serve business community as an information provider and conduit on various issues that result in economic and quality of life benefits in the District.
3. **Support + Connect:** businesses to each other and information and resources that strengthen.

Tactics:

- Support businesses through final KBCCIP construction phase
- Continue to provide input on North Tahoe Area Plans, specifically regarding development in Kings Beach Town Center
  - Goal to reduce barriers for in-fill development, new start-ups and business expansion
  - Goal to urge Placer County to complete and adopt the new Tahoe Area Plans by March 2017
  - Continue to advocate NTBA membership support of the Tahoe Area Plan.
- Assist Placer County with Tahoe Basin Economic Development Investment Incentives for North Lake Tahoe Town Centers through marketing the initiative on NTRA's website directing potential applicants to the County and including a story about the initiative in an upcoming newsletter.
- \*NEW\* Continue to participate in the process, submit comments, and conduct community outreach regarding operations and possible renovation of the North Tahoe Event Center
- Continue to participate in, submit comments, and provide outreach about Kings Beach General Plan Revision and Kings Beach Pier planning processes
- \*NEW\* Continue to work on parking solutions that improve economic vibrancy
- Ongoing NTBA Networking & Referral Group meetings and activities
  - Goal to grow group size
  - \*NEW\* tracking group results
- 2 Small Business Seminars annually
  - Promote other regional business trainings to NTBA members
- Continue to partner to produce North Tahoe Truckee Leadership Program
- \*NEW\* Participate on NLTRA Organizational Structure Task Force
- \*NEW\* Advocate and support new investments/business opportunities coming into or expanding in the District

- **\*NEW\*** Develop NTBA advocacy policy + plan for development projects and other issues impacting the community including participation and providing public comment at public meetings, when appropriate and align with NTBA's advocacy policy.

## **Focus Area B - Events, Promotions & Marketing:**

### Purposes:

1. **Attract visitors and residents** (and new investment) to the District in order to improve economic vitality + quality of life
2. **Build awareness of NTBA-produced events**
3. **Promote attributes** with in-market advertising, marketing including social media
4. **Publicize + engage** people in positive ways on critical local issues impacting economic and social well-being

### Tactics:

- **\*NEW\*** Create "New" Event Committee to review and evaluate NTBA's existing special events and make recommendations about potential new event(s)
- Continue to produce professional and successful special events annually
  - For 2016 calendar year, NTBA will plan and produce 15 special events
- Continue to provide relevant, easy to access information about North Lake Tahoe, NTBA, NTBA's District and NTBA's member son NTBA's "Visit North Lake Tahoe" website
  - Reach or exceed targeted, specific goals
- Continue to expand reach and engagement with NTBA's social media pages/channels
  - Reach or exceed targeted, specific goals
- Participation and leadership on Business Association Chamber Coalition (BACC) including co-op marketing programs such as Shop Local Contest, Touch Lake Tahoe, High Notes, and Special Event Grant program, etc.
- Develop and execute annual Marketing Plan for greatest return on Community Marketing Partner Placer County's \$10,000 investment (through BACC)
  - in-market marketing and advertising of the District as a whole
  - in-market marketing and advertising of NTBA's special events
  - utilize as appropriate print, radio, and online advertising as well as social media, posters, banners, handbills, etc.
  - effectively leverage trade media whenever possible

- \*NEW\* Build District photo and video assets that feature new KBCCIP infrastructure
- Execute Open for Business Marketing Campaign for final KBCCIP construction season
- \*NEW\* Encourage members and others to produce special events and promotions within NTBA District

### **Focus Area C - Community Design:**

#### Purposes:

1. **Improve and visually enhance NTBA's district** from an aesthetic and cleanliness perspective
2. **Build on the good work** already accomplished in the Commercial Core Improvement Program
3. **Help Tahoe Public Art flourish**

#### Tactics:

- Help Tahoe Public Art Flourish
  - \*NEW\* NTBA to serve on board of directors
  - help to get permanent art installed in Kings Beach roundabouts
  - help with temporary art installations in District and throughout North Lake Tahoe
- \*NEW\* Administer Kings Beach Streetlight Banner Program
  - \*NEW\* Design, produce, install and pay for 12 "generic" Kings Beach banners and 8 Music on the Beach banners in 2016
  - \*NEW\* Process banner applications from third parties and contract to install banners throughout the year
- \*NEW\* Act as liaison between members and Placer County related to the Benefit Assessment District
- Partner with NLTRA on wayfinding/informational signage in KBCCIP & NTBA District
- \*NEW\* Work to implement Main Street Clean Up Program for 2017 to include Clean Up Day + new efforts
- \*NEW\* Celebrate walkable and bikeable community
  - \*NEW\* create map identifying Kings Beach public parking lot locations and post on NTBA's website + share with NTBA members for their websites
  - promote the concept of park once and walk
  - promote easy transitions between recreation and commercial assets

### **Focus Area D - Organizational Capacity + Administration:**

Purpose:

Develop and execute strategies to build organizational capacity of NTBA so that it can effectively serve NTBA mission and meet 2020 NTBA vision

Tactics:

- Strengthen Board through cultivation of members who are excited about NTBA's mission and keying on what motivates them to serve.
- Support and retain staff
- \*NEW\* Begin working on succession plan for board and staff
- Increase number of members, volunteers and partners to strengthen organization
  - maintain positive relationships
  - maintain or improve retention
- \*NEW\* Develop plan to improve member retention
- Continue to explore and provide leadership in Partner Strategy discussion and processes (efficiency/redundancy)
- Explore alternative and expanded funding sources and revenue

**NTBA provides the following Event Sponsor Benefits to Placer County:**

**Music on the Beach 2016**

1. color logo on:
  - a. The bottom of 3' x 10' banner at the at the Coon Street roundabout; displayed (mid June - end August)
  - b. Bottom of posters (150 distributed throughout North Lake Tahoe a Truckee starting early June)
  - c. Handbills (2,000 distributed at local retailers and restaurants throughout North Lake Tahoe and Truckee starting early June)
  - d. Print advertisements ran in publications distributed in North Lake Tahoe, South Lake Tahoe and Truckee
  - e. Dedicated NTBA event webpage; live year-round
  - f. NTBA's online event calendar listings (10)
2. Listed on:
  - a. Two vertical banners displayed at each concert (10) on each side of the stage
  - b. As sponsor in NTBA press release(s) about event
3. At-Concert Benefits:
  - a. Verbal recognition at least two (2) times over PA system at all ten (10) concerts

**July 3<sup>rd</sup> Fireworks & Beach Party 2016**

1. Color logo included on:

- a. All event marketing collateral and print advertising
  - b. Dedicated NTBA event webpage; live year-round and promoted from homepage from mid May - mid July
  - c. NTBA's online event calendar listing
  - d. Event banners to be displayed at the venue
2. Listed as a sponsor:
    - a. in NTBA E-Newsletter(s) article about event
    - b. in NTBA press release(s) about event
  3. Thanked over the PA system as a sponsor a minimum of three (3) times at the Beach Party

**Passport to Dining 2016**

1. Color logo included on:
  - a. All event marketing collateral and print advertising
2. Thanked over the PA system as a sponsor a minimum of three (3) times

**Kings Beach Snowfest Parade 2017**

1. Your prominent color logo on:
  - a. Sponsor Thank You banner carried in the parade
  - b. Event flyer
2. Listed as a Sponsor:
  - a. On two vertical banners at the announcing area at the Bear Street roundabout in Kings Beach
3. Complimentary parade entry fee
4. At least three (3) mentions/recognition by emcee from parade announcing stand

**Exhibit B  
Payment for Services Rendered**

<b>Service Month</b>	<b>Auto Pay Dates*</b>	<b>Main Street Implementation</b>	<b>Community Marketing Partner</b>	<b>Community And Agency Support</b>	<b>Total Payment</b>
July	August 1	\$5416.66			\$5416.66
August	September 1	\$5416.66			\$5416.66
September	October 1	\$5416.66			\$5416.66
October	November 1	\$5416.66	\$ 5,000		\$5416.66
November	December 1	\$5416.66			\$5416.66
December	January 1	\$5416.66		\$10,000	\$15,416.00
January	February 1	\$5416.66			\$5416.66
February	March 1	\$5416.66	\$ 5,000		\$5416.66
March	April 1	\$5416.66			\$5416.66
April	May 1	\$5416.66			\$5416.66
May	June 1	\$5416.66			\$5416.66
June	July 1	\$5416.66			\$5416.66
	<b>Total</b>	<b>\$65,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$85,000</b>

**Placer County to receive the following NTBA Elite Member & Event Sponsorship Benefits:**

**NTBA provides the following Elite Member Benefits to Placer County:**

- NTBA Online Business Directory listing including logo or photo and 100-word description and category listing(s)\*
- Opportunity to include unlimited events and/or offers on NTBA online calendar of events
- Opportunity to contribute unlimited blog posts on NTBA homepage
- Mentioned on NTBA Facebook page, upon joining and additionally as time/space allows
- Ability to Utilize Exclusive NTBA Marketing Channels for a fee
- Ability to Participate in NTBA Networking & Referral Group and other Networking Opportunities
- Discounts on Local Advertising
- Collateral Distribution at NTBA Information Counter
- Logo and link on NTBA website homepage, rotating with other Elite members
- Logo and link on multiple NTBA webpage footers, rotating with other Elite members
- Logo on all NTBA General ENewsletters distributed tri-weekly
- Unlimited member news articles in NTBA tri-weekly General Enewsletter
- Logo on all NTBA Member-Only Enewsletters
  - Verbal recognition at all NTBA-produced events

## EXHIBIT C

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, employees of NTBA shall be independent contractors and at no time shall employees of the NTBA be employees of the County. County shall have no right to control NTBA's performance hereunder except only insofar as is necessary to assure that the County receives acceptable services from NTBA pursuant to this Agreement. County shall not have the right to control the means by which NTBA accomplished services rendered pursuant to this Agreement, and shall therefore, not be responsible for willful or negligent acts of NTBA.
2. Licenses, Permits, Etc. NTBA represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for NTBA to practice its profession. NTBA represents and warrants to County that NTBA shall, at its sole cost and expense, obtain and keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for NTBA to practice its profession at the time the services are performed.
3. Time. NTBA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of NTBA'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 failing to timely perform.
4. Insurance: NTBA shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-:VII showing.
5. Hold Harmless and Indemnification Agreement. The NTBA hereby agrees to protect, defend, indemnify, and hold 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 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. NTBA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the NTBA. NTBA also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against NTBA or the County or to enlarge in any way the NTBA'S liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from NTBA'S performance pursuant to this contract or agreement.

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

6. Insurance. NTBA shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-:VII showing.

7. Worker's Compensation and Employer Liability Insurance. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's 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.

If there is an exposure of injury to NTBA'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the NTBA.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

8. General Liability Insurance.
- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of NTBA, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by NTBA in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made)
- C. If NTBA 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:
- One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If NTBA carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by NTBA shall contain language providing coverage up to one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the NTBA, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

10. Automobile Liability Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

11. Additional Requirements.

Premium Payments - The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The NTBA shall be responsible for all deductibles in all of the NTBA's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - NTBA's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - NTBA shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the NTBA's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the NTBA to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

12. Consultant Not Agent. Except as County may specify in writing, NTBA shall have no authority, express or implied, to act on behalf of County in any capacity as an agent. NTBA shall not have authority, express or implied, pursuant to this Agreement to bind County to any contractual obligation whatsoever.
13. Assignment Prohibited. NTBA may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
14. Standard of Performance. NTBA 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 NTBA is engaged. All products of whatsoever nature which NTBA delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in NTBA's profession. A violation of the standard of performance described in this paragraph shall constitute a material breach of the agreement.
15. Designated Representative. David C. Snyder, Director of Economic Development, is the representative of the County and will administer this Agreement for the County. Joy Doyle, Executive Director is the authorized representative for the NTBA and will administer this Agreement for the NTBA. Changes in designated representatives shall occur only by advance written notice to the other party.
16. Notice and Correspondence.
  - A) Notice and correspondence to County regarding this contract should be delivered to:  
Chris Perry, Special Projects Manager

County Executive Office - Tahoe  
775 N Lake Blvd. Suite 202  
Tahoe City, CA 96145

- B) Notice and correspondence to NTBA should be delivered to:  
Joy Doyle, Executive Director  
North Tahoe Business Association  
P.O. Box 1023  
Kings Beach, California 96143  
Phone: (530) 546-9000 Fax: (530) 546-7116

17. Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days notice by giving notice in writing of such termination to the other party. In the event County gives notice of termination, NTBA shall immediately cease rendering service upon receipt of such written notice, and the following shall apply:
- A) NTBA 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, photocopies, photographing, computer disks and every other means of recording upon any tangible things, and form of communication or representation, including letters, words, picture, sounds, or symbols, or combinations thereof.
  - B) County shall have full ownership and control of all such writings or other communications delivered by NTBA pursuant to this Agreement.
  - C) County shall pay NTBA the reasonable value of services rendered by NTBA to the date of termination pursuant to this Agreement not to exceed the amount documented by NTBA and approved by County as work accomplished to date; provided, however, that in no event shall the County be liable for lost profits which might have been made by NTBA had NTBA completed the services required by this Agreement. In this regard, NTBA shall furnish to the County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by NTBA. In the event of a dispute as to the reasonable value of the services rendered by NTBA, the decision of the County shall be final.

Acceptance of payment described in this paragraph shall constitute a complete accord and satisfaction as between the parties. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

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 County and NTBA agrees to deliver reproducible copies of such documents to County on completion of the services hereunder.

NTBA, by signing this agreement, disclaims any copyright in the information published or produced in conjunction with this project.

19. Taxation of Possessory Interests. NTBA understands that this agreement may create a taxable possessory interest and that this paragraph provides NTBA the statement of notification required by Revenue and Taxation Code Section 107.6.

20. 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.
21. Entirety of Agreement. This Agreement contains the entire agreement of County and NTBA with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, offer or agent of any party which is not contained in this Agreement shall be binding or valid.
22. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of California shall govern its interpretation and effect. Venue for any litigation arising from this agreement shall be the Superior Court for the County of Placer.
23. Interest of NTBA. NTBA covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. NTBA further covenants that in the performance of this Agreement no person having any such interest shall be employed.
24. Amendment. This Agreement may be amended at any time upon the mutual written agreement of the parties.