



**MEMORANDUM**  
**County Executive Office**  
**Economic Development**  
County of Placer

TO: Board of Supervisors DATE: July 26, 2016  
FROM: David Boesch, County Executive Officer  
Chris Perry, Management Analyst II  
SUBJECT: Contract - Tahoe City Downtown Association in the amount of \$75,000

---

**ACTION REQUESTED**

Approve an Economic Development Services Contract with the Tahoe City Downtown Association (TCDA) in the amount of \$75,000 to implement the Main Street Program and provide special event development and promotional services in the Tahoe City/North Lake Tahoe area for FY 2016-17. Funding is available as a budgeted net county cost in the Lake Tahoe Tourism and Promotions budget.

**BACKGROUND**

Since its inception in 2004, the primary mission of the Tahoe City Downtown Association (TCDA) has been to enhance and promote a vibrant and prosperous commercial and social center for the residents of and visitors to Tahoe City. The majority of TCDA's programs, events, and activities are designed to rejuvenate the downtown corridor through new and repeat visitation. In the past year, the organization continued implementation of the main street program model with daily outreach to local businesses, owners/managers and staff regarding the TCDA events and activities. These activities include the concerts at Commons Beach, Fine Arts Festival, Farmer's Market and Autumn Food and Wine Festival. Emphasis was placed on development and enhancement of the TCDA as a viable main street business organization with recruitment of "premiere" and other members, strategic planning, serving as a primary liaison between business property owners and Placer County on updated community plans.

In the coming year, TCDA 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. A major undertaking in the upcoming year will be outreach to property owners as part of an information campaign and ultimate support of a Benefit Assessment District to include improvements related to the Fanny Bridge Realignment Project.

**FISCAL IMPACT**

The funds to cover the \$75,000 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 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 TAHOE CITY/NORTH LAKE TAHOE AREA FOR  
FY 2016-17**

WHEREAS, the Office of Economic Development wishes to encourage and support the Tahoe City Downtown Association in its effort to implement a Main Street Program in the Tahoe City/North Lake Tahoe areas; 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 26, 2016**, and will commence per the terms as outlined below, by and between the COUNTY OF PLACER, ("County") and the TAHOE CITY DOWNTOWN ASSOCIATION ("TCDA"), a nonprofit corporation, who agree as follows:

- I. **SERVICES.** Subject to the terms and conditions set forth in this agreement, TCDA shall provide the services described in Exhibit A. TCDA shall provide said services at the time, place, and in the manner specified in Exhibit A, Scope of Work.
- II. **PAYMENT.** County shall pay TCDA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit B, up to a maximum of Seventy-Five Thousand no/100 (\$75,000). The payments specified in Exhibit B shall be the only payments made to TCDA 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. TCDA shall submit all billings for said services to Placer County in the manner specified in Exhibit B.
- 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 TCDA 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 TCDA 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 TCDA until the COUNTY is satisfied that work of such value has been rendered by the TCDA 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 TCDA.
- IX. TERM. The term of this contract is for twelve (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: \_\_\_\_\_

TAHOE CITY DOWNTOWN ASSOCIATION

By: \_\_\_\_\_  
Stacie Lyans, TCDA, Executive Director

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

By: \_\_\_\_\_  
Katherine Hill, President

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**Scope of Work**  
**Tahoe City Downtown Association**  
**July 1, 2016 to June 30, 2017**

**TCDA Mission:** The Tahoe City Downtown Association (TCDA) is dedicated to the promotion and enhancement of the Tahoe City community. Through innovation, leadership, advocacy, and events, we serve as the local voice to maintain a vibrant and prosperous place to live, work, play and visit.

**TCDA Vision:** TCDA seeks to make Tahoe City America's Best Mountain Town.

**TCDA Focus Areas:**

- o Produce great events to strengthen, engage and build community
- o Implement creative marketing to communicate Tahoe City as the place for hip, innovative people
- o Advocate for a better Tahoe City
- o Serve as a catalyst for innovation
- o Strengthen TCDA's capacity in order to support our community building vision

**TCDA Main Street Implementation - \$65,000**

Listed below is the scope of services and specific deliverables for the Tahoe City Downtown Association (TCDA) to maintain and expand a Main Street Program for 2016-2017.

**Focus Area 1: Serve as a Catalyst for Economic Vitality and Innovation**

***Time/Resource Allocation = 25% (\$18,625)***

**Goals:**

- Educate members, board and TCDA staff regarding public agencies, issues & economic development
- Continue to build a new TCDA Committee to grow economic vitality and innovation in Tahoe City. The committee should have at least four regular participants, meet on a regular schedule, and have an agenda, minutes, and supporting documents available to TCDA members.

**Strategies:**

- Hold quarterly meetings with Placer County Economic Development staff as requested to discuss challenges and opportunities for Tahoe City & present annual updates to Board of Supervisors
- Partner to learn and disseminate information regarding the Fanny Bridge Realignment project
- Partner to learn, support and disseminate information regarding the Tahoe Basin Area Plan, including NEW Economic Incentives Program for Development in the town centers
- Partner with Placer County to outreach about NEW statewide Revolving Loan Program
- Define parameters of new Economic Vitality committee, develop vision, identify opportunities to partner with other organizations (Prosperity Center, Sierra Business Council, etc.)
- Offer two annual small business seminars to provide business training in Tahoe City

**Focus Area 2: Advocate for a Better Tahoe City through Design and Beautification**

***Time/Resource Allocation = 25% (\$18,625)***

**Goals:**

- Continue and expand beautification and design efforts in Tahoe City (i.e. flowers and holiday lighting)
- Identify and implement more Public Art opportunities in Tahoe City
- Assist Placer County by outreach to businesses and property owners in its development of a Benefit Assessment District in Tahoe City

**Strategies:**

- Update annual work plan and identify funding to continue annual Flower Basket & Holiday Lighting program

- Identify marketing/funding plan for commissioned bear “public art” sculpture at Heritage Plaza in fall 2016/winter 2017
- Attend executive board meetings & review monthly financials as a partner organization to the Tahoe Public Art Team. 2017-2018 goal for TCDA is to implement Public Art at WYE roundabout after completion of the Fanny Bridge project
- Utilizing TCDA/TCPUD banner program, create new seasonal event banners for year-round display in Tahoe City in fall 2016.
- Partner with Placer County, TCPUD and others to educate and gauge support of property and business owners of a Business Assessment District within Tahoe City business community
  - Open Lines of communication with TCDA members, businesses and property owners
  - Express TCDA goals and criteria to NBS
  - Identify and resolve any special circumstances involved in the formation of the district
  - Establish and coordinate with NBS and Placer County staff a schedule to assure completion of necessary actions and compliance with legal statutes.

**Focus Area 3: Strengthen TCDA’s Capacity in Order to Support our Community Building Vision**

***Time/Resource Allocation = 17% (\$12,750)***

**Goals:**

- Retain and grow TCDA staff and board
- Strengthen board through increased commitment and education
- Increase number of committee members and volunteers
- Increase membership in TCDA
- Strengthen Financial Position of TCDA

**Strategies:**

- Annually create and distribute annual TCDA “Year in Review” to educate community partners
- Provide annual professional development opportunities for staff and board
- Increase TCDA board commitment with board commitment document & annual strategic retreat
- Team up with a minimum of one local organization to grow volunteer network & recognize volunteers on TCDA website fall 2016/winter 2017
- Increase TCDA membership by 5 percent annually
- The TCDA will continue to work toward becoming an increasingly financially sound and self-sustaining business organization as measured by P&L and membership.
  - Diversify revenue by the following strategies:
    - Recruitment of additional sponsors for events and initiatives
    - Expanded membership recruitment and development
    - Pursuit of appropriate public and private grant opportunities
    - Development of donor support
- Partner with NTBA, West Shore Association, Chamber and other community organizations, to identify organizational efficiencies to bring forward financial benefits

**Focus Area 4: Implement Creative Marketing to Communicate Tahoe City as the Place for Hip, Innovative People to Live, Work, Play, Visit (Supported by \$10,000 Community Marketing)**

***Time/Resource Allocation = 13% (100% of \$10,000 marketing funds, 13% [rounded] of total contract)***

Annually, TCDA has been awarded a \$10,000 community marketing partner grant through the NLTRA Business Association and Chamber Collaborative Committee (BACC). This grant has been used to assist TCDA in its overall marketing of Tahoe City and special events via PR and design assistance; print, radio and TV advertisements; graphics and collateral; email marketing/social media; and the TCDA website. Beyond this \$10,000 investment, TCDA leverages \$20,000+ in trade media annually from Sierra Sun, The Tahoe Weekly, Moonshine Ink, Truckee Tahoe Radio, KVMR, Tahoe TV, Lake Tahoe Television & Tahoe Quarterly, plus in-kind marketing support from NLTRA, TCPUD, Placer County and other community partners.

**Goals:**

- Create and implement annual Marketing/PR Plan and social media strategy to expand our reach to visitors; locally, regionally, and nationally
  - The Marketing/PR Plan will be submitted to Placer County for commentary/approval two months prior to TCDA Board approval of the annual Plan
- Reach and engage locals to increase awareness, response and participation

**Strategies:**

- Advertise monthly for TCDA events and initiatives via local marketing partners
- Expand monthly pitch of Tahoe City and TCDA/partner events to local/regional/national newspapers, magazines and destination travel writers for free promotional opportunities
- Produce a monthly electronic mail newsletter promoting events, activities, programs & initiatives
- Maintain website (weekly) promoting events, activities, programs & initiatives
- Create an updated social media strategy for visitors/residents of Tahoe City. Utilize Facebook, Twitter, Instagram daily to begin new social media takeovers, profiles & authentic content
- Finalize NEW Tahoe City promotional video in July/August 2016. Update video with new content annually & use footage to develop shorter videos for social media promotions
- Promote the economic well-being of Tahoe City through marketing collateral via membership brochures, online calendars and collateral distributed throughout the greater Tahoe/Reno region
- Identify NEW website template to implement in 2016 to improve website navigation and updates (Continue search engine optimization of TCDA website)
- Expand community outreach – annually pitch “State of Tahoe City” to local groups/ organizations & include partners in monthly pitches media

**Focus Area 5: Produce Great Events to Strengthen, Engage and Build Community**

***Time/Resource Allocation = 20% (\$15,000)***

**Goals:**

- Develop events catering to multi-generational audiences that build community, promote the social and economic well-being + bring the “buzz” back to Tahoe City.

**Strategies:**

- Continue to improve, measure and grow TCDA's 25+ current events:
  - TCDA Member and Volunteer Party
  - SnowFest! Wacky Winter Bowling + partner to Tahoe City SnowFest! parade
  - Tahoe City Clean-Up Day
  - Tahoe Gal Fundraiser Cruise
  - Tahoe City Solstice Festival (Farmer's Market, Car Stroll, Wine Walk, First Concert)
  - Concerts at Commons Beach (12 Concerts)
  - July 4<sup>th</sup> Fireworks & Beach Bash
  - Tahoe City Labor Day Sidewalk Sales
  - Tahoe City Oktoberfest
  - Tahoe City Holiday Hop
  - Tahoe City Sidewalk Saturdays (5 events, May-Sept) – New as of May 2016
- In 2016-2017, identify one new TCDA event to increase revenues in non-peak event season
- Create sponsorship packages for all TCDA signature events to increase event revenues
- Support TCDA member events to create more vitality in Tahoe City
- Restructure event committee to include event leader + specific event teams

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED**

<b>Service Month</b>	<b>Auto Pay Dates*</b>	<b>Main Street Operations</b>	<b>Community Marketing</b>	<b>Total</b>
July	August 1	\$5416.66	\$833	\$6249.66
August	September 1	\$5416.66	\$833	\$6249.66
September	October 1	\$5416.66	\$833	\$6249.66
October	November 1	\$5416.66	\$833	\$6249.66
November	December 1	\$5416.66	\$833	\$6249.66
December	January 1	\$5416.66	\$833	\$6249.66
January	February 1	\$5416.66	\$833	\$6249.66
February	March 1	\$5416.66	\$833	\$6249.66
March	April 1	\$5416.66	\$833	\$6249.66
April	May 1	\$5416.66	\$833	\$6249.66
May	June 1	\$5416.66	\$833	\$6249.66
June	July 1	\$5416.74	\$837	\$6253.74
	<b>Total</b>	<b>\$65,000</b>	<b>\$10,000</b>	<b>\$75,000</b>

**Premier Membership & Sponsorship Benefits received by Placer County:**

- Logo and business website link on the HOMEPAGE of [www.VisitTahoeCity.org](http://www.VisitTahoeCity.org), rotating with other TCDA Premier Members
- Logo on ALL TCDA monthly ENewsletters, listed as "Premier Member"
- Promotional support of Placer County special events through TCDA website and Social media (Facebook/Twitter/Instagram)
- Unlimited event calendar listing of Placer County events
- Unlimited Placer County events or articles in TCDA's monthly ENewsletters
- Unlimited Placer County blog posts on TCDA's webpage
- Opportunity for FREE special email blast (annually)
- Verbal recognition at all TCDA signature events
- Text listing and business website link on VisitTahoeCity.com, including a 40-word business description
- Collateral distribution at TCDA office/outside rack card holder
- Complimentary presence at one TCDA signature event, upon approval
- Advocacy, leadership and support for downtown Tahoe City! Your support will make a difference!

## EXHIBIT C

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, employees of TCDA shall be independent contractors and at no time shall employees of the TCDA be employees of the County. County shall have no right to control TCDA's performance hereunder except only insofar as is necessary to assure that the County receives acceptable services from TCDA pursuant to this Agreement. County shall not have the right to control the means by which TCDA accomplished services rendered pursuant to this Agreement, and shall therefore, not be responsible for willful or negligent acts of TCDA.

2. Licenses, Permits, Etc. TCDA represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for TCDA to practice its profession. TCDA represents and warrants to County that TCDA 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 TCDA to practice its profession at the time the services are performed.

3. Time. TCDA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of TCDA'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: TCDA 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 TCDA 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. TCDA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the TCDA. TCDA 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 TCDA or the COUNTY or to enlarge in any way the TCDA'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 TCDA'S performance pursuant to this contract or agreement.

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

6. INSURANCE: TCDA 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 EMPLOYERS 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 TCDA'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 TCDA.

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 TCDA, 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 TCDA 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 TCDA 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 TCDA 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:

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

TCDA's Obligations - TCDA'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 - TCDA 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 TCDA'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 TCDA 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. TCDA Not Agent. Except as County may specify in writing, TCDA shall have no authority, express or implied, to act on behalf of County in any capacity as an agent. TCDA shall not have authority, express or implied, pursuant to this Agreement to bind County to any contractual obligation whatsoever.

13. Assignment Prohibited. TCDA 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. TCDA 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 TCDA is engaged. All products of whatsoever nature which TCDA 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 TCDA's profession. A violation of the standard of performance described in this paragraph shall constitute a material breach of the agreement.

15. Designated Representative. Chris Perry, Special Projects Manager, is the representative of the County and will administer this Agreement for the County.

Stacie Lyans, Executive Director, is the authorized representative for the TCDA and will administer this Agreement for the TCDA. 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 TCDA should be delivered to:  
Stacie Lyans, Executive Director  
Tahoe City Downtown Association  
P.O. Box 6744  
Tahoe City, California 96145  
(530) 583-3348 Fax: (530) 583-3098

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, TCDA shall immediately cease rendering service upon receipt of such written notice, and the following shall apply:

- A) TCDA 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 TCDA pursuant to this Agreement.
- C) County shall pay TCDA the reasonable value of services rendered by TCDA to the date of termination pursuant to this Agreement not to exceed the amount documented by TCDA 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 TCDA had TCDA completed the services required by this Agreement. In this regard, TCDA 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 TCDA. In the event of a dispute as to the reasonable value of the services rendered by TCDA, 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 TCDA agrees to deliver reproducible copies of such documents to County on completion of the services hereunder.

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

19. Taxation of Possessory Interests. TCDA understands that this agreement may create a taxable possessory interest and that this paragraph provides TCDA 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 TCDA 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 TCDA. TCDA 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. TCDA further covenants that in the performance of this Agreement no person having any such interest shall be employed.

24. Maintenance of Records. All records shall be maintained by TCDA until any audit is completed and all questions arising therefore are resolved or for three years after completion of the project, whichever is sooner.

25. Amendment. This Agreement may be amended at any time upon the mutual written agreement of the parties.