

**PLACER COUNTY**  
**REDEVELOPMENT AGENCY**

**MEMORANDUM**

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Thomas M. Miller, Director  
James LoBue, Deputy Director  
**DATE:** April 12, 2011  
**SUBJECT:** Services Agreement Between the Redevelopment Agency and the Tahoe City Downtown Association in the Amount of \$81,250

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**ACTION REQUESTED**

Adopt a resolution authorizing the Redevelopment Director or designee to execute a services agreement with Tahoe City Downtown Association based on the material terms discussed herewith in the amount of \$81,250 and subject to approval by Risk Management and Agency Counsel.

**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.

For the past 6 years, the Redevelopment Agency (Agency) has provided funding for the core operations of the TCDA. A new agreement with TCDA is proposed at this time to guarantee core funding through October 31, 2012.

TCDA will continue to work toward a PBID-based funding model, increase outreach to the business community, increase Tahoe City media exposure, produce and promote TCDA events and programs, continue with the Pedal There Thursdays promotion, expand the North Lake Tahoe Guide in partnership with the North Tahoe Business Association, and continue outreach to members and the business community regarding snow storage, pedestrian safety, and Agency projects. The association will continue to operate following the Main Street model.

Material terms of the Services Agreement include the following:

Amount: \$81,250  
Term: July 1, 2011 to October 31, 2012  
Scope of Work: Refer to Attachment A

**FISCAL IMPACT**

The proposed \$81,250 would be paid out of North Lake Tahoe Redevelopment Project Area tax increment funds. Adequate funds are available for this use. There is no impact to the County general fund.

**ENVIRONMENTAL**

The requested action is an administrative action taken in furtherance of the redevelopment plan for the North Lake Tahoe Redevelopment Project Area, for which an Environmental Impact Report was prepared and certified pursuant to the California Environmental Quality Act (CEQA). Therefore, no further environmental review is required for this action (CEQA Guidelines §15180).

Attachment: Resolution  
Scope of Work

cc: Karin Schwab, Agency Counsel

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

**In the matter of:**

**Adopt a resolution authorizing the Redevelopment Director or designee to execute a services agreement with the Tahoe City Downtown Association based on the material terms discussed herewith in the amount of \$81,250 and subject to approval by Risk Management and Agency Counsel.**

Reso. 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 Redevelopment Agency (Agency) is a separate body, corporate and politic, created by the Placer County Board of Supervisors;

WHEREAS, the Agency desires to enter into a services agreement with the Tahoe City Downtown Association with a term beginning July 1, 2011 and ending October 31, 2012 and in the amount of

\$81,250 to support programs and events that benefit the North Lake Tahoe Redevelopment Project Area.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency Board of Directors to authorize the Redevelopment Agency Director or designee to execute the services agreement in the amount of \$81,250 with the Tahoe City Downtown Association for the time period of July 1, 2011 to October 31, 2012, subject to the approval of Risk Management and Agency Counsel.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon adoption.

## **Attachment A**

### **SCOPE OF SERVICES**

Listed below is the scope of services and general deliverables for the Tahoe City Downtown Association (TCDA) to maintain and expand a Main Street Program, to implement the property based improvement district management plan, upon a successful election, and to continue to support business community awareness of commercial business recruitment and retention programs available.

1. The TCDA will continue to implement the Main Street Program model in Tahoe City.
2. The TCDA will work with County Economic Development staff and consultants to further develop, expand, and enhance the TCDA as a viable Main Street business organization by serving as a liaison between the business and property owners in Tahoe City and the County.
3. The TCDA will continue to work towards becoming an increasingly financially sound and self-sustaining business organization, including the participation in private and local and regional public grant funding programs.
4. The TCDA will continue to serve as the primary liaison for businesses and property owners in Tahoe City, including the ongoing support of long range plans for the development and implementation of a proposed property or business based improvement district.
5. The TCDA will continue to develop and provide oversight to production of events and activities that will promote the social and economic well being of Tahoe City.
6. The TCDA will continue to collaborate with Placer County on the implementation of Economic and Redevelopment projects and programs.
7. The TCDA will continue to produce a periodic electronic mail newsletter, and will maintain a public website identifying issues, events, activities, programs and opportunities that can be addressed for the businesses and property owners in Tahoe City.
8. The TCDA will continue to promote the economic well being of Tahoe City through marketing collateral not limited to published community events calendars, an annual travel/events guide and walking maps, including the distribution of said collateral throughout the North Lake Tahoe region, and Placer County.
9. The TCDA will continue to meet with appropriate Redevelopment Agency staff as requested to discuss challenges and opportunities for Tahoe City.
10. The TCDA will present updates to the Placer County Board of Supervisors outlining organizational efforts as requested.

**Consultant:** Tahoe City Downtown Association (TCDA)

**Project:** Main Street Program

**Administering Agency:** Placer County Redevelopment Agency

**Contract No.**

**Contract Description:** A Services Agreement Between the Tahoe City Downtown Association and the Placer County Redevelopment Agency to Manage a Main Street Program

### SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of July 1, 2011, by and between the Placer County Redevelopment Agency, (“Agency”), and the Tahoe City Downtown 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 **EIGHTY-ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$81,250)**. 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, 2012**. 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. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and AGENCY 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 and AGENCY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY or AGENCY) 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. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT 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 CONSULTANT or PLACER COUNTY or AGENCY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY and AGENCY 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 PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers. AGENCY means Placer County Redevelopment Agency or its officers, agents, employees, and volunteers.

10. INSURANCE:

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

11. 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 CONSULTANT'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 Placer County Redevelopment Agency".

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

12. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, 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 CONSULTANT 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 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:
- Ⓡ One million dollars (\$1,000,000) each occurrence
  - Ⓡ Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT 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:
- 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:
- (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 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.

13. ENDORSEMENTS:

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

- A. "The Placer County Redevelopment Agency, 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 Consultant, including any excess liability or umbrella form coverage, is primary coverage to the Placer County Redevelopment Agency with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the Placer County Redevelopment Agency 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 Placer County Redevelopment Agency."

14. 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.

15. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

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

16. **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.

17. **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.

**18. 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.

**19. 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.

**20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

26. **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.
27. **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, Suite 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: Tahoe City Downtown Association  
Attn: Justin Broglio, Executive Director  
P.O. Box 6744  
Tahoe City, CA 96145  
Phone: (530) 583-3348 Fax: (530) 583-3098

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.

28. **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.

Executed as of the day first above stated:

**PLACER COUNTY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Thomas M. Miller, Director

**TAHOE CITY DOWNTOWN ASSOCIATION**

By: \_\_\_\_\_  
David Wilderotter, President

By: \_\_\_\_\_  
Maja Thaler, 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**

Listed below is the scope of services and general deliverables for the Tahoe City Downtown Association (TCDA) to maintain and expand a Main Street Program, to implement the property based improvement district management plan, upon a successful election, and to continue to support business community awareness of commercial business recruitment and retention programs available.

1. The TCDA will continue to implement the Main Street Program model in Tahoe City.
2. The TCDA will work with County Economic Development staff and consultants to further develop, expand, and enhance the TCDA as a viable Main Street business organization by serving as a liaison between the business and property owners in Tahoe City and the County.
3. The TCDA will continue to work towards becoming an increasingly financially sound and self-sustaining business organization, including participation in private and local and regional public grant funding programs.
4. The TCDA will continue to serve as the primary liaison for businesses and property owners in Tahoe City, including the ongoing support of long range plans for the development and implementation of a proposed property or business based improvement district.
5. The TCDA will continue to develop and provide oversight to production of events and activities that will promote the social and economic well being of Tahoe City.
6. The TCDA will continue to collaborate with Placer County on the implementation of Economic and Redevelopment projects and programs.
7. The TCDA will continue to produce a periodic electronic mail newsletter, and will maintain a public website identifying issues, events, activities, programs and opportunities that can be addressed for the businesses and property owners in Tahoe City.
8. The TCDA will continue to promote the economic well being of Tahoe City through marketing collateral not limited to published community events calendars, an annual travel/events guide and walking maps, including the distribution of said collateral throughout the North Lake Tahoe region, and Placer County.
9. The TCDA will continue to meet with appropriate Redevelopment Agency staff as requested to discuss challenges and opportunities for Tahoe City.
10. The TCDA will present updates to the Placer County Board of Supervisors outlining organizational efforts as requested.

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

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 Eighty-One Thousand Two Hundred and Fifty Dollars (\$81,250).

The TCDA will submit a monthly invoice in the amount of \$5,416.67 by the 10<sup>th</sup> of each month along with a detailed monthly report of contacts/meetings with area business and property owners, and progress on Main Street projects and programs as appropriate. The aforementioned will be implemented at a not-to-exceed total contract amount of \$81,250 including expenses and incidental costs. If the TCDA develops a detailed work plan and budget to move forward with an assessment district, this contract can be amended to include additional costs as approved by the Agency. Upon expiration of subject agreement on **October 31, 2012**, the Association will have thirty (30) days to submit its final report and invoice.

## **EXHIBIT C**

### **FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF AGENCY**

Consultant will not use any Agency facilities, equipment or other materials without the express written consent of the Deputy Director.