



MEMORANDUM  
COUNTY OF PLACER  
Office of Economic Development  
175 Fulweiler Avenue, Auburn, CA 95603-2133  
(530) 889-4016 • Fax:(530) 889-4095

**DATE:** Tuesday, October 23, 2012

**TO:** Honorable Board of Supervisors

**FROM:** David Boesch, County Executive Officer  
David C. Snyder, Director

**SUBJECT:** **Agreements – 1) Tahoe City Downtown Association, 2) North Tahoe Business Association**

---

**ACTION REQUESTED**

1. Adopt two Resolutions authorizing the County Executive Officer, or designee, to execute Economic Development Services Agreements for outreach and promotional services in the Tahoe area with the Tahoe City Downtown Association (\$65,000), and the North Lake Tahoe Business Association (\$70,000) for the period of FY 2012-13.
2. Approve a Budget Revision in the amount of \$135,000 to increase revenue and expenditures to fund the contracts utilizing Department of Public Works and Transient Occupancy Tax funds collected in the North Lake Tahoe area resulting in no net county cost.

**BACKGROUND - TCDA**

Since its inception in 2004, the primary mission of the Tahoe City Downtown Association 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 TCDA events and activities including the concerts at Commons Beach, Pacific Fine Arts Festival, Farmers Market and Heritage Plaza Music Series. Emphasis was placed on development and enhancement of the TCDA as a viable main street business organization with recruitment of "premiere" members, strategic planning, TRPA awareness and participation.

In the upcoming year, TCDA will focus on continued liaison between business/property owners and Placer County; outreach to new membership prospects; participation and input into the TRPA Regional Plan update. Planning, promotion and production of Tahoe City events and activities will remain a core function. Collaboration with the NLTRA and NTBA, the West Shore Association, Squaw Valley Business Association, and Sierra Sun will remain a focal point.

As the TCDA continues pursuing its goals and expanding its activities, the Office of Economic Development proposes to continue funding the activities with the intention of all parties to enter into a three-year planning horizon, with sufficient resources and support to diversify and expand other funding sources, with the further intention to renew the contract annually, based on the achievement of performance goals and objectives.

### **BACKGROUND - NTBA**

The NTBA was originally established to provide support for local business marketing. However the NTBA has expanded its role and now works closely with the North Lake Tahoe Resort Association (NLTRA) and other organizations, agencies, and the County of Placer to develop and implement events and activities that promote the social and economic well-being of the area. In the past year, the association has organized and assisted at special events such as the Bay-to-Bay Community Clean Up Day, Friday Evenings Summer Music at the Beach, Annual Snowfest 10-day winter carnival, Passport to Dining, and the annual fireworks celebration.

In the upcoming year, the NTBA will continue to support the implementation of the Main Street Program; continue to work towards establishing the Kings Beach Benefit Assessment District, support the Kings Beach Commercial Core Improvement Project; create, publish, and distribute the 2013 North Lake Tahoe Guide; work with the County, CalTrans, and the NLTRA to improve traffic issues and pedestrian safety; and develop a 2013 Calendar of Events.

As the NTBA continues pursuing its goals and expanding its activities, the Office of Economic Development proposes to continue funding the activities with the intention of all parties to enter into a three-year planning horizon, with sufficient resources and support to diversify and expand other funding sources, with the further intention to renew the contract annually, based on the achievement of performance goals and objectives.

### **ENVIRONMENT IMPACT**

These actions are for the approval of services agreements only. As such it does not constitute a project and is exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) section 15061 (b)(3). Any subsequent projects as defined under CEQA that the TCDA and NTBA may perform are subject to CEQA.

### **FISCAL IMPACT**

The attached budget revision transfers the amount of \$135,000 to increase revenue and expenditures to fund the contracts utilizing Department of Public Works and Transient Occupancy Tax funds collected in the North Lake Tahoe area resulting in no net county cost.

Attachments: Resolutions (2), Budget Revision (1) and Services Agreements (2)  
cc: Gerald O. Carden, County Counsel  
Linda Oakman, PMA

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of:  
**A RESOLUTION AUTHORIZING THE COUNTY  
EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE  
A SERVICES AGREEMENT BETWEEN THE  
OFFICE OF ECONOMIC DEVELOPMENT AND THE  
TAHOE CITY DOWNTOWN ASSOCIATION IN  
THE AMOUNT OF \$65,000 FOR FY 2012-13 AND  
APPROVE A BUDGET REVISION TO FUND  
THE SERVICES AGREEMENT.**

Resol. No: \_\_\_\_\_

Ord No:

First Reading:

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer

at a regular meeting held **Tuesday, October 23, 2012** by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

**Attest:**  
**Clerk of said Board**

\_\_\_\_\_  
**WHEREAS**, the Office of Economic Development wishes to encourage and support the Tahoe City Downtown Association in its efforts to implement the Tahoe City Business Expansion/Attraction Strategy and Main Street Program;

**WHEREAS**, sufficient funds have been budgeted by the County and transferred to the Office of Economic Development to cover the services agreement;

**WHEREAS**, the proposed agreement is an administration action and exempt from environmental review under the California Environmental Quality Act per Guidelines Section 15061(b)(3).

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors approves the authorization of the County Executive Officer or Designee to execute a services agreement between the Office of Economic Development and the Tahoe City Downtown Association in an amount not to exceed \$65,000 for FY 2012-13.

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of:  
**A RESOLUTION AUTHORIZING THE COUNTY  
EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE  
A SERVICES AGREEMENT BETWEEN THE  
OFFICE OF ECONOMIC DEVELOPMENT AND THE  
NORTH TAHOE BUSINESS ASSOCIATION IN  
THE AMOUNT OF \$70,000**

Resol. No: \_\_\_\_\_

Ord No:

First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer

at a regular meeting held Tuesday, October 23, 2012 by the following vote on roll call:

Ayes: \_\_\_\_\_

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

**Attest:**  
**Clerk of said Board**

\_\_\_\_\_  
**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 and transferred to the Office of Economic Development to cover the services agreement; and

**WHEREAS**, the proposed agreement is an administration action and exempt from environmental review under the California Environmental Quality Act per Guidelines Section 15061(b)(3).

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors approve the authorization of the County Executive Officer or Designee to execute a services agreement between the Office of Economic Development and the North Tahoe Business Association in an amount not to exceed \$70,000.

PAS DOCUMENT NO.
------------------

**FY 2012-13**

**BUDGET REVISION**

**POST DATE:**

Cash Transfer Required

Auditor-Controller

Reserve Cancellation Required

County Executive

Establish Reserve Required

Board of Supervisors

\$15,000 - Fund 145, 100, 545,000 Assigned - County 11320 Swis

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
09	BR	515,000.00	6

ESTIMATED REVENUE ADJUSTMENT											APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	
											10	014		145		991085	91085	5556				15,000.00
											10	015		145		991085	91085	2898				115,000.00
											10	014		145		991085	91085	5556				115,000.00
											09	015		100		991112	91112	5004				5,000.00
											09	015		100		991112	91112	5026				130,000.00
											09	014		100		991112	91112	2555				135,000.00
<b>TOTAL</b>											<b>TOTAL</b>											
0.00											515,000.00											

REASON FOR REVISION: To budget funds transfer from Appn 10850 Lake Tahoe Tourism and Promotions and 11320 Public Works Engineering to Appn 11120 Economic Development for Business Associations funding.

Prepared by Kim M. Davis Ext 4623

Department Head L. d. Cochran for David Brown

Date: 10/16/12

Board of Supervisors \_\_\_\_\_

Page: \_\_\_\_\_

Budget Revision # \_\_\_\_\_ FOR INDIVIDUAL DEPT USE

201

A SERVICES AGREEMENT BETWEEN THE TAHOE CITY DOWNTOWN  
ASSOCIATION AND THE PLACER COUNTY OFFICE OF ECONOMIC  
DEVELOPMENT TO MANAGE A MAIN STREET PROGRAM

CONTRACT NO. \_\_\_\_\_

Begins: October 1, 2012  
Ends: September 30, 2013  
ADMINISTERING  
AGENCY: Economic Development

WHEREAS, this Agreement is made and entered into, as of October 1, 2012, and will commence the terms of agreement, by and between the COUNTY OF PLACER, a ("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 A, up to a maximum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000). The payments specified in Exhibit A 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 A.
- III. GENERAL PROVISIONS. The General Provisions set forth in Exhibit 'B' 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 12 months commencing October 1, 2012 and ending September 30, 2013 unless canceled by either party pursuant to the cancellation provisions herein.


Executed as of the day first above stated:

PLACER COUNTY

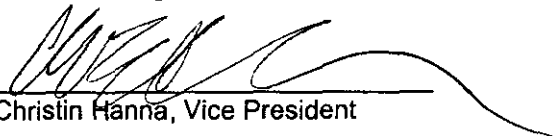
By: \_\_\_\_\_  
David Boesch, County Executive Officer

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

TAHOE CITY DOWNTOWN ASSOCIATION

By:  \_\_\_\_\_  
Brendan Madigan, President

Dated: 10.3.12

By:  \_\_\_\_\_  
Christin Hanna, Vice President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gerald O. Carden, County Counsel

**EXHIBIT A**  
**2012-2013 SCOPE OF SERVICES**  
**TAHOE CITY DOWNTOWN ASSOCIATION**

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.

1. The TCDA will continue to implement the Main Street Program model in Tahoe City. TCDA's implementation will include committees for membership, events, marketing, and executive management. Priorities will include:
  - Execute Critical Mass Of Successful & Cost-Effective Events and Initiatives
  - Reinforce and Diversify Financial Foundation
  - Reinvigorate and Expand Membership
  - Develop Community Partnerships
  - Build and Develop Volunteerism and Participation
  - Develop and Enhance Dialogue With Membership and Community
2. The TCDA will work with County Economic Development staff and other county staff 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 as measured by P&L, membership, local sales tax, and TOT. Priorities will include:
  - Recruitment of additional sponsors for events and initiatives.
  - Expanded membership recruitment and development. (Target >175 members from current 145)
  - Pursuit of appropriate public and private grant opportunities.
  - Development of donor support.
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 local "vision" plan complementary to the TRPA Regional Plan Update and Placer County Regional Plan.
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. Marquee events will include: Concerts at Commons Beach, Wine Walk, 4<sup>th</sup> of July Fireworks, Farmers' Markets, Harvest Festival / Oktoberfest and more.
6. The TCDA will continue to collaborate with Placer County on the implementation of economic development projects and programs. Specific projects may include work with Gold Country Broadband Consortium, possible hosting of a franchise conference, North Tahoe CDRA/Economic Development Outreach & Service Assessment Project, and opportunities to compete for CDBG Business Assistance.



7. The TCDA will continue to produce a periodic electronic mail newsletter, and will maintain a public website promoting events, activities, programs, as well as opportunities, initiatives, and issues relevant to businesses and property owners in Tahoe City. The TCDA will also develop presence on social media, including FaceBook as a vehicle for communication and promotion with visitors and residents of 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, membership brochures, and walking maps, including the distribution of this collateral throughout the North Lake Tahoe region, and Placer County. (Note: Although printed collateral remains necessary and useful, we hope to migrate most communications to digital media over time, saving trees and money.)
9. The TCDA will meet with appropriate Economic Development staff as requested to discuss challenges and opportunities for Tahoe City.
10. The TCDA will present annual updates to the Placer County Board of Supervisors outlining tasks completed and subsequent plans.

#### **PAYMENT FOR SERVICES RENDERED**

The Office of Economic Development shall pay TCDA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of Sixty Five Thousand dollars (\$65,000). The 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 performance report of contacts/meetings with area business and property owners on Main Street projects and programs as appropriate. The aforementioned will be implemented at a not-to-exceed total contract amount of \$65,000 including expenses and incidental costs. Upon expiration of subject agreement on September 30, 2013, the Association will have thirty (30) days to submit its final report and invoice.

## EXHIBIT B

### 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. David C. Snyder, Director of Economic Development, is the representative of the County and will administer this Agreement for the County.

Steve Hoch, 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:

David C. Snyder, Director of Economic Development  
County Executive Office  
175 Fulweiler Drive  
Auburn, CA 95603

- B) Notice and correspondence to TCDA should be delivered to:  
Steve Hoch, 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.





A SERVICES AGREEMENT BETWEEN THE NORTH TAHOE BUSINESS  
ASSOCIATION AND THE PLACER COUNTY OFFICE OF ECONOMIC  
DEVELOPMENT TO MANAGE A MAIN STREET PROGRAM

CONTRACT NO. \_\_\_\_\_

Begins: October 1, 2012  
Ends: September 30, 2013  
ADMINISTERING  
AGENCY: Economic Development

WHEREAS, this Agreement is made and entered into, as of **October 1, 2012**, and will commence the terms of agreement, by and between the COUNTY OF PLACER, a ("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. NTBA shall provide said services at the time, place, and in the manner specified in Exhibit A, Scope of Work.
- II. PAYMENT. County shall pay NTBA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of SEVENTY THOUSAND DOLLARS (\$70,000). The payments specified in Exhibit A 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 'B' 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 October 1, 2012 and ending September 30, 2013 unless canceled by either party pursuant to the cancellation provisions herein.


Executed as of the day first above stated:

PLACER COUNTY

By: \_\_\_\_\_  
David Boesch, County Executive Officer

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

NORTH TAHOE BUSINESS ASSOCIATION

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

Dated: 10/2/12

By:  \_\_\_\_\_  
Todd Willard, Vice President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gerald O. Carden, County Counsel

**EXHIBIT A**  
**2012 - 2012 SCOPE OF SERVICES**  
**FOR NORTH TAHOE BUSINESS ASSOCIATION**

- NTBA will continue to support the implementation of the Main Street Four Point Approach in Carnelian Bay, Kings Beach, Tahoe Vista and Crystal Bay through community and business members' involvement in Design, Promotions and Economic Vitality Committees. Key committee initiatives include:
  - NTBA's Design Committee will continue to work to incorporate Public Art into the KBCCIP.
  - NTBA's Promotions Committee will organize and produce annual community events that enhance, market the Tahoe Bay-to-Bay district and are revenue positive, including but not limited to: Kings Beach Snowfest!, Parade in March, Community Clean Up Day in June, Music on the Beach – Free 9-Week Concert Series in July & August, July 3rd Fireworks Celebration in July, Passport to Dining in October, Holiday Tree Lighting Ceremony in December.
- In addition to above events, NTBA collaborates with many regional event producers to assist with and promote events that take place in the Tahoe Bay to Bay district including Kings Beach Farmers Market, Ta-Hoe Nalu Paddle Festival, Ironman Triathlon, Tahoe Fall Classic Paddle Race, and more.
- NTBA's Design Committee will continue to work to install kayak / standup paddleboard racks (3) close to the lake in Kings Beach for seasonal and yearly rentals by residents and second homeowners. The racks allow renters to recreate on the lake without having to get in their cars and the initiative fits with the walk/bike atmosphere Kings Beach is moving towards in the future. NTBA is in negotiations with the North Tahoe PUD about collaborating on this project.
- NTBA will be a financially sound organization and continue to work towards becoming fully self-sustaining. A funding strategy is one of the goals that will be outlined in a five-year strategic plan to be developed at NTBA Board Retreat on October 23, 2012. The development of the funding strategy will take place in 2013.

NTBA and its outreach committee made up of Kings Beach property and business owners will continue to assist and support Placer County Public Works Department with the formation of Benefit Assessment District in Kings Beach for basic maintenance services necessary for the Kings Beach Commercial Core Improvement Project (KBCCIP). NTBA will act as a liaison between Kings Beach businesses, Placer County Department of Public Works, KBCCIP Construction Management and Public Relations firm NBS. \$5,000 is earmarked for completion of this effort. NTBA has managed the contract with NBS and funded their efforts with previous Redevelopment Agency funding. The NBS scope was satisfactorily fulfilled and NBS has been fully compensated in accordance with contract conditions, but an outstanding effort remains as related to assisting the Placer County Public Works Department for formation procedures of the Kings Beach Benefit Assessment District No. 1, that is successful, would provide a long-term funding source for operations and maintenance of the streetscape improvements.

- NTBA's Economic Vitality Committee is responding to Placer County Department of Public Work's request to assist with closing the Kings Beach Community CIP funding gap through a "Kings Beach Beautification Campaign" where streetscape amenities are sold to private donors. Seed money is needed to cover the upfront administration campaign costs.
- NTBA will serve as a liaison between Placer County and Tahoe Bay-to-Bay district business and property owners to assist with the implementation of Economic Development programs and projects. NTBA will work with other partners and Placer County Economic Development to address economic development issues at a regional level.
- NTBA will continue to successfully leverage volunteer efforts through its Board, committees and others to assist with NTBA's mission, programs and events. NTBA will continue to recognize and reward its volunteers.
- NTBA will develop a 2012 Calendar of Events for Carnelian Bay, Tahoe Vista, Kings Beach and Crystal Bay and work with other local entities and organizations to coordinate efforts and collaborate through cross-promotion.
- NTBA will work with Placer County Design and Review committee on Business Sign Guidelines.
- With funds secured from the North Lake Tahoe Chamber of Commerce Community Marketing Grant, NTBA will market and promote the Tahoe Bay to Bay district and its members within the North Lake Tahoe/Truckee area to encourage visitors to the district through events, print advertising, banners, NTBA's website, E-Newsletters, Facebook and possibly through collateral if the budget allows.
- NTBA will continue to include NLTRA's logo on event marketing as appropriate.
- NTBA will leverage advertising trade through event sponsorships whenever possible.
- NTBA will work with its members to create and assist with promotions and co-op advertising as appropriate that benefits the district as a whole.
- NTBA will represent and promote the interest of our business district through participation in local, regional and county programs, public meetings, workshops and conferences, as well as through communications and decision makers.
- NTBA will maintain communication channels between its members, other organizations, agencies and Placer County.
- NTBA will partner with Charter Business to produce a new quarterly Business Speaker Series projected to start in November 2012.
- NTBA will encourage business-to-business networking and sharing of best practices through mixers and through NTBA communication mechanisms.

- NTBA will provide value to its members and grow its membership base. Currently NTBA has 146 members with a goal of increasing to 155 members by September 2013.
- NTBA will continue to maximize its events' net profits and leverage relationships through cash and in-kind event sponsorships.
- NTBA will partner with the North Lake Tahoe Chamber of Commerce and Truckee Donner Chamber of Commerce to deliver the 10th annual North Lake Tahoe Truckee Leadership Program.
- NTBA will partner with Tahoe City Downtown Association and Incline Community Business Association and other associations such as NLTRA/Chamber, West Shore Association, Village at Squaw Valley and Village at Northstar on development, execution and marketing of a North Lake Tahoe Shop Local Contest that takes place Thanksgiving through the end of December.

#### **PAYMENT FOR SERVICES RENDERED**

The Office of Economic Development shall pay NTBA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of Seventy Thousand dollars (\$70,000). The NTBA will submit a monthly invoice in the amount of \$5,833.33 by the 10<sup>th</sup> of each month along with a detailed monthly performance report of contacts/meetings with area business and property owners on Main Street projects and programs as appropriate. The aforementioned will be implemented at a not-to-exceed total contract amount of \$70,000 including expenses and incidental costs. Upon expiration of subject agreement on September 30, 2013, the Association will have thirty (30) days to submit its final report and invoice.

## EXHIBIT B

### 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 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. 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 PLACER 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 PLACER 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 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 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:

David C. Snyder, Director of Economic Development  
County Executive Office  
175 Fulweiler Drive  
Auburn, CA 95603

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) 546-5634

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. Maintenance of Records. All records shall be maintained by NTBA 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wells Fargo Ins Svs USA IncCADOI0D08408 131 Mill Street  Grass Valley CA 95945-4701	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (530) 273-7213      FAX (A/C, No): (530) 273-8114 E-MAIL ADDRESS:														
<b>INSURED</b> North Tahoe Business Association  P.O. Box 1023  Kings Beach CA 96143- (530) 546-9000	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B: State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B: State Compensation Insurance Fund	35076	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nautilus Insurance Company	17370														
INSURER B: State Compensation Insurance Fund	35076														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: Cert ID 352818**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	NN252801	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	182980812	8/1/2012	8/1/2013	W/C STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		NN252801	6/15/2012	6/15/2013	\$1,000,000      \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Placer, its officers, agents, employees and volunteers are included as additional insureds as respects the general liability coverage per form L803 (06/07) attached.

<b>CERTIFICATE HOLDER</b>  County of Placer  c/o RBIX BPO P.O. Box 257 Portland MI 48875	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Peggy Hernandez</i>
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

226

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

County of Placer c/o EBIX BPO  
P O Box 257, Portland, MI 48875

**Location(s) of Covered Operations:**

Operations locations are subjected  
to the policy exclusions and limitations

**Description of Work Performed for the Additional Insured:**

A. **Section II - Who Is An Insured is amended** to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured at the location(s) designated in the Schedule, but only for occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.

B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:

If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule.

All other terms and conditions of this policy remain unchanged.

0000232507  
6/15/2012  
CND

Lauren Schmidt  
WELLS FARGO INSURANCE SERVICES USA, INC.  
131 Mill Street  
Grass Valley, CA 95945-4701

Fax Number: 530-273-8114  
Phone Number: 530-273-7213

**CND Standard Policy Letter Kit**

TANNI