



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

**TO:** Honorable Board of Supervisors **DATE:** October 25, 2022  
**FROM:** Jane Christenson, Acting County Executive Officer  
**BY:** Stephanie Holloway, Deputy County Executive Officer  
**SUBJECT:** Non-Exclusive Right to Negotiate Agreement / Climate and Wildfire Institute, Inc. / Former Tahoe City Fire Station 51, 300 North Lake Boulevard, Tahoe City, California

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**ACTION REQUESTED**

1. Approve a non-exclusive right to negotiate agreement (Agreement) with Climate and Wildfire Institute, Inc., regarding a potential future use of the former Tahoe City Fire Station 51 building on County property (APN 094-070-013-000), and authorize the County Executive Officer, or designee, to execute an agreement in substantial conformance with the attached agreement, contingent upon County Counsel and Risk Management approval.
2. Authorize the County Executive Officer, or designee, to take all necessary actions to implement the terms of the Agreement.

**BACKGROUND**

The Tahoe City community has long discussed the future of the old Tahoe City Fire Station 51 (the Fire Station), dating back to the late 1990s. In 2011, your Board approved a Transient Occupancy Tax (TOT) expenditure for a conceptual analysis of the buildings and property. The community-based analysis process was called “West Commons Beach Alternatives Analysis” and was a partnership with the North Lake Tahoe Resort Association and the Tahoe City Public Utility District as well as many community stakeholders. The conceptual analysis resulted in a wide range of alternatives, from partial to full redevelopment of the current buildings on the property. However, given the state of other planning efforts at the time, such as the Tahoe Basin Area Plan and Tahoe City Mobility study, a project consistent with the analysis was not further pursued at that time.

The County assumed ownership of the Fire Station in 2013 via quitclaim from North Tahoe Fire. Since then, the Fire Station building has been used to store equipment and support community events. In July of 2017, your Board directed County staff to initiate a Request for Information (RFI) solicitation to receive proposals for the potential development and/or operation of the Fire Station. As a result of the RFI, the Board identified two projects Siren Arts, proposing an arts and culture center, and Commonwell, proposing a market hall, for to move forward with further development and financial feasibility review. In April of 2018, the Board also directed staff to analyze a single mixed-use project that incorporated both earlier project concepts.

In 2018, staff applied for and received a Tourism Master Plan grant which funded a contract with Hunden Strategic Partners, Inc. (Hunden) to determine the highest and best use for the Fire Station and to determine the market and financial viability, validity, and net new fiscal impact of the two proposed uses. In June 2019, Hunden’s Tahoe City Firehouse Proposal Review and Analysis concluded that although both conceptual projects provide the intangible items desired by the

Honorable Board of Supervisors

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community, they lack the financial viability necessary to be developed or sustained as currently proposed.

On July 23, 2019, your Board directed staff to engage with Siren Arts and Commonwell to determine if they would like to continue in the process and provided a series of potential next steps, including a final constraints analysis from the land use consultant, which could extend in early 2020. This process took much longer than expected due to the COVID pandemic. A final analysis was not received by the County until later into 2020, thereby prolonging the timeline.

In May 2020, the County received a letter from the Climate and Wildfire Institute Inc., (CWI) expressing interest in use of the Fire Station as a potential headquarters. CWI is a 501(c)3 non-profit formed in 2021 that receives funding from state, federal, and private sources to assist in achieving their mission of bringing together practitioner communities in academia, government, civil society, and the private sector to provide solutions responsive to problem needs. CWI is rooted in the practice of bringing experts from all sectors together to track climate and wildfire-related research, support program coordination, develop and refine strategies, and work with regional groups, Indigenous tribes, and local communities so that they can respond to wildfire and climate change-related threats faster and more effectively.

CWI is looking to provide a physical and virtual space for collaboration, communication, and implementation of this mission. A headquarters at Lake Tahoe would recognize the many important contributions made by Tahoe-based organizations and the importance of the Sierra Nevada region to the future of California and the West. The Fire Station has been identified as a potential CWI headquarters site, and CWI desires the Agreement to assess its potential use, lease, and/or redevelopment.

CWI incorporates many of the County and community goals for the Fire Station which underlined the County's earlier RFI process and has financial viability that is missing from other current proposals related to the site. Therefore, staff recommends the Board approve the Agreement to allow CWI and the County to further evaluate the feasibility of the potential reuse of the Fire Station and/or future redevelopment options for a larger joint use facility on the Common's Beach property in Tahoe City.

### **ENVIRONMENTAL IMPACT**

The action requested is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) because there's no possibility of environmental impact and Section 15262 because it involves only feasibility or planning studies for possible future actions.

### **FISCAL IMPACT**

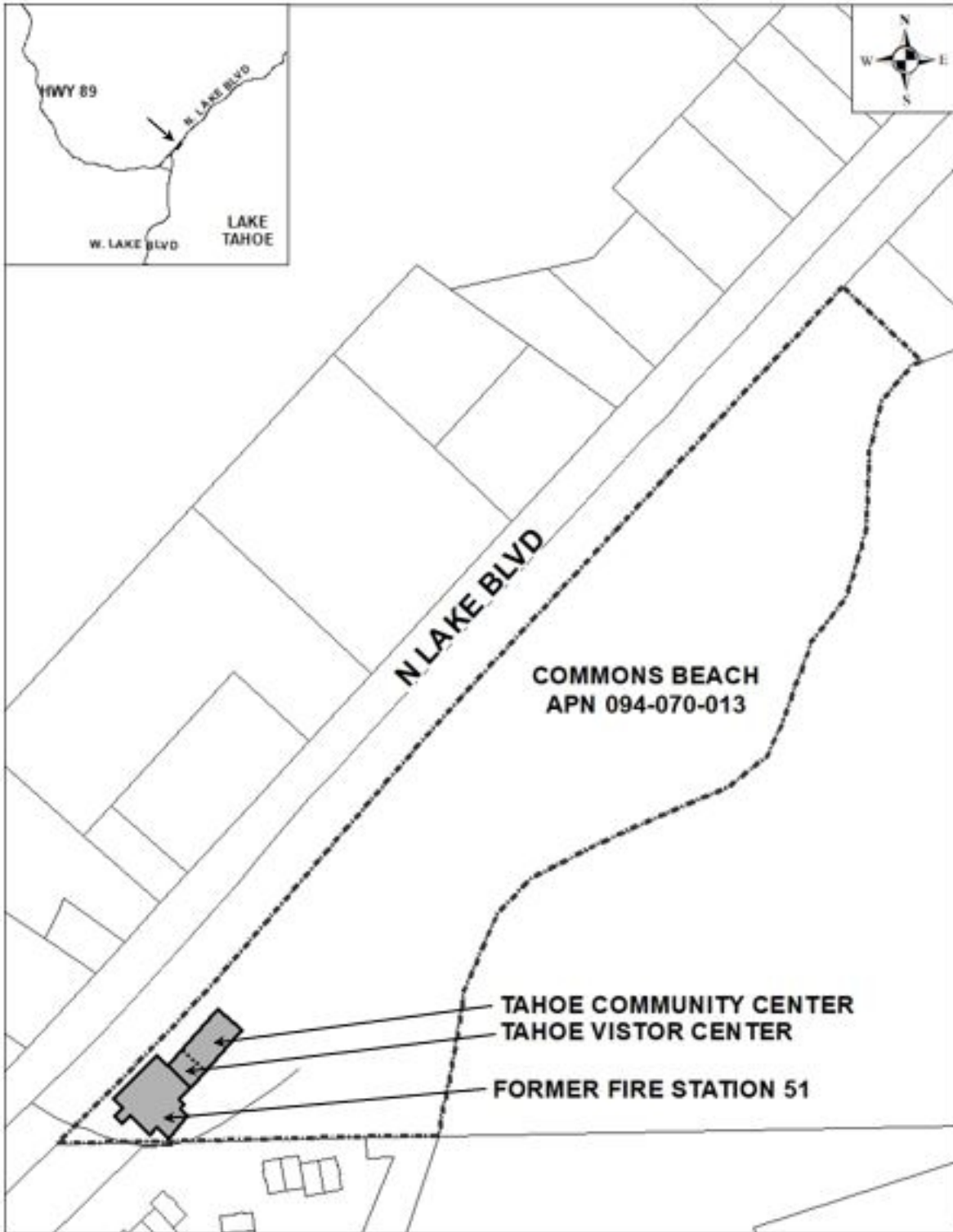
This Agreement involves no cash consideration from the Climate and Wildfire Institute, Inc. or the County. Staff costs to prepare and manage the Agreement are included in the Facilities Management, Real Estate Services Division (CC12017) FY 2022-23 Budget.

### **ATTACHMENTS**

Attachment A – Site Map Former Fire Station 51

Attachment B – Non-Exclusive Right to Negotiate Agreement between Placer County and Climate and Wildfire Institute, Inc.

**SITE MAP**  
**FORMER FIRE STATION 51**  
**300 North Lake Boulevard, Tahoe City, California**



## NON-EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT FORMER TAHOE CITY FIRE STATION 51

This NON-EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (“**Agreement**”) is made as of this day of \_\_\_\_\_ (“**Effective Date**”), by and between Climate and Wildfire Institute Inc., a California nonprofit corporation (“**CWI**”) and the County of Placer, a political subdivision of the State of California (“**County**”). CWI and the County are sometimes hereinafter referred to individually as “**Party**” and collectively as the “**Parties**.”

WHEREAS, County holds title to approximately 59± acres of real property known as Commons Beach – Assessor’s Parcel Number 094-070-013-000 (“**County Property**”), in trust for the people of Tahoe City, as a result of this property being passed from the Superior Court to the County upon the filing of the plat map for the townsite of Tahoe City on September 10, 1871.

WHEREAS, on June 28, 2013, the County accepted title to the former Tahoe City Fire Station 51 building located at 300 North Lake Tahoe Boulevard, Tahoe City (“**Fire Station**”) via quitclaim from the Tahoe City Public Utility District (“**TCPUD**”). On October 23, 2017, the County accepted title to the Tahoe Community Center (“**Tahoe Community Center**”) and Visitor Center (“**Visitor Center**”) both located at 380 North Lake Tahoe Boulevard, Tahoe City via quitclaim from the TCPUD.

WHEREAS, the County has previously solicited input from interested parties for redevelopment proposals which resulted in valuable community focused needs and potential joint use concepts for the Fire Station.

WHEREAS, the County seeks to develop a partnership of public entities and private organizations to activate an environmental science and education focus and identity for the County Property which will provide opportunities and benefits to the people of Tahoe City, global visitors, and the Tahoe region.

WHEREAS, the County is committed to developing a use that serves the Tahoe City community on the County Property and ultimately hopes to redevelop the County Property. To this end, the County has engaged in several stakeholder meetings to understand and incorporate input from key community members.

WHEREAS, through the public engagement process, the County has identified the following three “project pillars,” which are goals for this project: (1) harness the economic potential facilitated by the science inspiration and resources associated with CWI; (2) create a world-class environmental education experience; and (3) foster a balance of visitor services with support for community amenities which create vibrant and sustainable communities.

WHEREAS, CWI was established in 2021 to bring together climate and wildfire research and practitioner communities in academia, government, civil society, and the private sector to provide on-the-ground solutions responsive to problem needs with a mission to reduce wildfire risk and counter impacts of climate changes through fast action-based science and policy influence. CWI seeks a headquarters at Lake Tahoe in recognition of the many important contributions made by Tahoe-based organizations and the importance of the Sierra Nevada region to the future of California and the West.

WHEREAS, the Fire Station has been identified as a potential CWI headquarters, and CWI desires an agreement to negotiate for a period of time to evaluate the potential use, lease, and/or redevelopment of the Fire Station.

WHEREAS, subject to limitations and reservations set forth herein, the County is willing to enter an agreement for the Term specified and for the purposes stated above and in recognition of the potential public benefits CWI may bring to the community and region.

WHEREAS, County and CWI desire to provide CWI with sufficient time to perform studies, conduct additional due diligence review, and prepare a project budget and finance plan to evaluate the feasibility of the Fire Station for CWI's desired use.

NOW, THEREFORE, County and CWI hereby enter into this Agreement on the following terms and conditions.

1. Site. The site ("**Site**") for this Agreement is limited to the Fire Station located at 300 North Lake Boulevard, Tahoe City as shown in **Exhibit A**. The Fire Station is a two-story, 5,690± square foot building. The County currently uses the Fire Station for storage of equipment and materials, department training, and specific community events, and these uses of the Fire Station will continue during the Term of this Agreement, unless agreed upon by both parties in writing.

2. Potential Future Sites. This Agreement may be amended in the future to include other portions of the County Property or other properties controlled by County in the vicinity of the County Property.

3. Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall expire two (2) years thereafter. During the Term, the County agrees that it will not negotiate directly or indirectly with any other person or entity regarding a sale or a ground lease for development of all or any portion of the Site. The County may allow access or limited right of entry to other persons or entities for a specific short-term use as needed.

4. Term Extension. CWI may request, in writing, a two (2) year extension to the Term. The approval of such extension shall be at the sole and absolute discretion of the County.

5. Contract Materials. Any plans, studies, drawings, engineering plans, community surveys, and/or other work product developed pursuant to this Agreement and related to the Site or County Property ("**Contract Materials**") shall become the property of the County. CWI shall assign to County all legal rights, including whatever copyright rights or other intellectual property rights, CWI may have in those Contract Materials. CWI shall provide all Contract Materials to the County within forty-five (45) days of CWI's receipt of same and, if this Agreement is terminated, within thirty (30) days of termination.

6. Performance. During the Term of this Agreement and any extension thereof, CWI may investigate the Site, at its sole expense, to determine the suitability of the Site for CWI's use. CWI shall commit reasonably sufficient financial and personnel resources required to undertake and to fulfill its obligations under this Agreement in a reasonably expeditious fashion.

7. Right of Entry to Site. During the Term of this Agreement and any extension thereof, CWI and its agents, employees, participants, contractors, engineers, and consultants (hereinafter collectively referred to as "**Representatives**"), shall have the right and are authorized to enter the Site in order to perform any investigations including but not limited to surveys, environmental assessments, soils tests, borings, groundwater tests and other tests regarding the physical condition of the Site which may be necessary to determine the suitability of the Site for CWI's use. CWI and its Representatives must repair any damage to the Site that may result from such investigations. CWI for itself shall procure and require its Representatives to obtain insurance in accordance with **Exhibit C** of this Agreement. CWI will notify County of desired entry and obtain County approval prior in writing to entry so County can confirm that the Site is available.

8. Transactional Documents. CWI shall negotiate and prepare, at its sole cost and expense, all documents for attorneys, architects, engineers, consultants, and other professionals without a right of reimbursement from the County.

9. Right to Reimbursement. Neither CWI nor its Representatives shall have a claim against the County for reimbursement for any costs or expenses incurred during its investigative period irrespective of whether any transactional documents are approved by the County, or whether regulatory approvals are secured.

10. Assignment. CWI may not assign this Agreement, or any of its rights and duties hereunder, to any third party without the prior written consent of the County which consent may be withheld in the sole discretion of the County.

11. Termination. The Parties shall have the right to terminate this Agreement as follows:

- A. If CWI decides not to pursue a headquarters or use of the Site, this Agreement shall immediately terminate upon CWI's written notice to County.
- B. County shall have the right to terminate this Agreement on thirty (30)-days written notice for any cause if so directed by the Placer County Board of Supervisors.
- C. If in its sole discretion County determines that CWI has failed to perform pursuant to the requirements set forth in this Agreement, if such failure to perform continues for thirty (30) calendar days following County's written notice specifying such failure, County shall have the right to provide CWI a notice of termination.

12. Not a Final Agreement. This Agreement (including all exhibits hereto) is solely a non-exclusive right to negotiate and is not a final agreement. This Agreement is intended solely to facilitate the initial basis for negotiation of redevelopment of the Site. This Agreement is not, and neither the County nor CWI intends that this Agreement be, an option, lease, license, conveyance, or similar contract. The Parties intend that this Agreement establishes a period during which time the Parties may negotiate in good faith and undertake preliminary efforts related to the Site.

13. Option Negotiation. During the Term of this Agreement, CWI and County may negotiate the terms and conditions for a potential option to lease, license agreement or other site control agreement. The Parties specifically acknowledge that any option or other agreement developed during the Term of this Agreement shall not become binding until it has been considered at a public meeting and approved by the Placer County Board of Supervisors.

14. Reservation. County reserves the right to perform evaluations of the County Property. The County reserves to itself all contact, whether written or verbal, with any and all Federal, State, and local regulatory agencies having jurisdiction over the County Property. County further reserves all rights to access or otherwise use the County Property in County's sole and absolute discretion.

15. Rights Not Granted. The Parties understand that this Agreement does not provide to CWI any right to represent the County or the right to apply to the County of Placer for any entitlements or environmental review. This Agreement also does not grant to CWI any real

property interest in the County Property or portion(s) thereof. No media events shall be held or press releases conducted on the County Property without the advance written permission of County.

16. No Representation or Warranty, Exculpation. CWI agrees and acknowledges that the County has made no representation or warranty that the necessary regulatory approvals for a project or Site use can be obtained. Each further agrees and acknowledges that there is no guarantee, nor a presumption that any of the regulatory approvals required for the development of a project or Site use will be issued. CWI acknowledges that the project approvals are subject to separate and independent review by County in compliance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. CWI acknowledges that County has certain duties and obligations under CEQA as the public agency that will consider the project approvals and that nothing in this Agreement shall limit or be inferred to limit the exercise of discretion by County in that regard.

17. Compliance with Laws. During the Term of this Agreement, CWI shall comply with, in all material respects the requirements of all applicable laws and policies, including County ordinances, resolutions, regulations, plans, development controls, or other regulatory approvals.

18. Hold Harmless. The CWI 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 Placer 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 this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CWI. CWI's obligation shall include the duty to defend Placer County as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CWI or Placer County or to enlarge in any way CWI'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 CWI'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.

19. Governmental Review. CWI acknowledges that approval of this Agreement shall not obligate County to enter into an option or any other future agreement. CWI further acknowledges that the decision by County to enter into this Agreement is made by County in its role as the owner of the Site and is a decision made by County in its proprietary role, independent of and unrelated to any review of any decision on the land use approvals which County may subsequently undertake. CWI acknowledges and agrees that the County has made no representation or warranty that the necessary regulatory approvals for the Site can be obtained. CWI acknowledges that County is a political subdivision of the State of California and has adopted certain ordinances and regulations governing the use and development of property which will apply to CWI's proposed use of the Site. CWI expressly agrees that nothing in this Agreement shall limit, or be inferred to limit, the exercise of discretion by County with respect to County's duties and obligations under the Placer County Code and/or state law arising out of or relating to the granting of the land use approvals or any other type of regulatory approval or action which may affect the use of the Site by CWI.

20. Notices. All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving Party. Changes in contact person or address information shall be made by notice, in writing, to the other Party.

If to CWI:

Climate and Wildfire Institute  
Attention: Caroline Godkin  
3020 Bernal Avenue, Suite #110  
Pleasanton, CA 94566  
Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_  
Email:

If to the County:

County of Placer - Facilities Management  
Real Estate Services Division  
Attention: Division Manager  
11476 C Avenue  
Auburn CA 95603  
Phone: (530) 886-4900  
Fax: (530) 889-6857  
Email: [FACPropMgmt@placer.ca.gov](mailto:FACPropMgmt@placer.ca.gov)

Copies on any Notice to County shall also be sent to:

County of Placer - County Executive Office  
775 N. Lake Blvd  
Tahoe City, CA 96145  
Phone: (530) 581-6200

County of Placer - Office of County Counsel  
175 Fulweiler Avenue  
Auburn, CA 95603  
Fax: (530) 889-4069

21. Exhibits. All exhibits referenced herein are attached hereto and by this reference incorporated herein.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive, and integrated expression and statement of the terms and conditions of the agreement among the Parties hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations, or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Amendments. No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all Parties.



24. Further Assurances. From time to time, either Party, at the request of the other Party, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting Party may reasonably require to complete more effectively the transactions contemplated by this Agreement.

25. Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

26. Successors in Interest. The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the Parties hereto.

27. Status of Employees. All persons performing services for CWI on County Property or at the Site shall be solely employees or contractors of CWI and not employees of County, except those persons expressly and directly employed by County. Furthermore, CWI is not an agent of County.

28. Construction and Interpretation. It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation and that each of the Parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

29. Captions. The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

31. Severability. The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said Party may have and shall not be deemed a waiver of said Party's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

33. Force Majeure. If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

34. Legal Jurisdiction. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The Parties hereby each waive any federal court removal rights and/or original jurisdiction rights that they may have.

35. Authority of Director. The Director of the Department of Facilities Management, or designee, shall administer this Agreement on behalf of County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County hereunder.

36. Authority of Execution. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written hereafter.

**Climate and Wildfire Institute Inc.**

BY: \_\_\_\_\_  
Name Title

DATED: \_\_\_\_\_

**County: Placer County, a political subdivision of the State of California**

BY: \_\_\_\_\_  
County Executive Officer

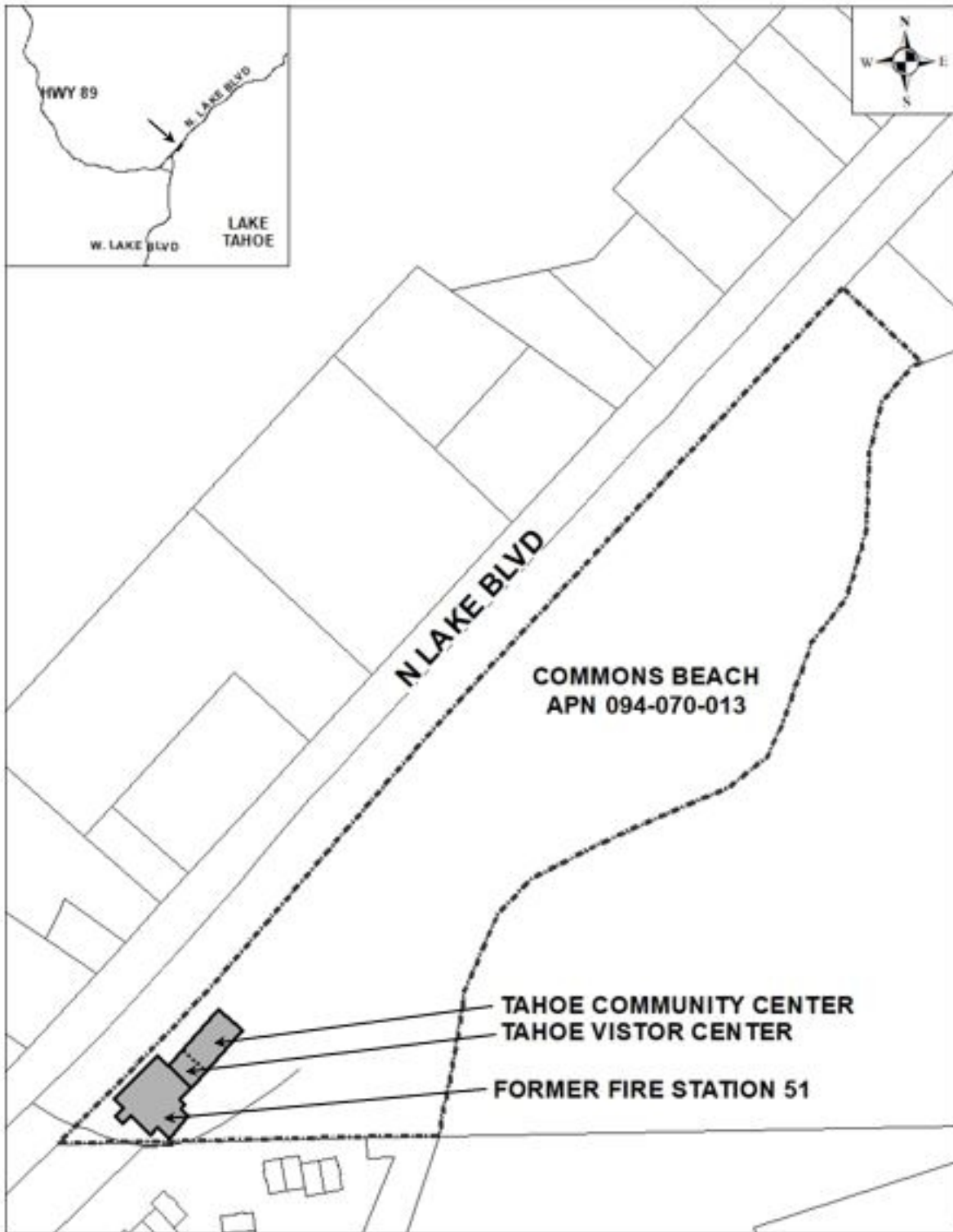
DATED: \_\_\_\_\_

Approved as to Form

BY: \_\_\_\_\_  
Placer County Counsel's Office

- Exhibits:**  
Exhibit A: Site  
Exhibit B: Deliverables and Timeline  
Exhibit C: Insurance Requirements

**EXHIBIT A  
SITE  
FORMER FIRE STATION 51**



## EXHIBIT B DELIVERABLES AND TIMELINE

CWI and County will complete the following deliverables by the dates specified herein, unless this Agreement is amended in writing by the Parties. The County will support CWI's efforts as provided herein.

### **Deliverable 1: Public Engagement Plan**

**Engagement plan to be completed by: February 1, 2023**

**Initial engagement to be completed by: May 31, 2023**

CWI and County will jointly develop and implement a public engagement plan that incorporates the elements below:

- A. Purpose: The purpose of the public engagement plan is to ensure the community has an opportunity to provide input regarding the potential redevelopment on the County Property; to allow CWI to build important, long-term connections to the community; and to identify desired and feasible community uses of this facility, compared with other potential community-serving locations or projects.
- B. Three partnership pillars: The County and CWI agree on the following three pillars, which will guide and inform the public engagement plan:
  - 1. Harness the economic potential facilitated by the science inspiration and resources associated with the CWI;
  - 2. Create a world-class environmental education experience; and
  - 3. Foster a balance of visitor services with support for community amenities which create vibrant and sustainable communities.
- C. Stakeholder list: County and CWI will collaboratively develop a robust list of stakeholders at the state/federal and local levels and may include other partners such as academic organizations
- D. Engagement roles and opportunities: The Parties will work together to establish roles and opportunities to continue promotion of and engagement around potential redevelopment of the Fire Station. The County will coordinate with CWI on possible areas for introduction to key community stakeholders and groups within North Lake Tahoe and the Tahoe region; including but not limited to the Tahoe Regional Planning Agency, Tahoe City Public Utility District Board of Directors, North Lake Tahoe Resort Association Board of Directors, Tahoe City Downtown Association, Siren Arts, and other regional partners.
- E. Initial engagement: Initial public engagement will be completed by May 31, 2023 and incorporated into the long-term use and feasibility assessment (Deliverable 3).
- F. Ongoing engagement: Following completion of Deliverables 2, 3, and 4, the County and CWI may collaborate on an ongoing community engagement plan regarding the potential redevelopment of the County Property.
- G. Potential consultant support: The County may retain a consultant to further support the public engagement plan.

## **Deliverable 2: Use Assessment and Proposal**

**To be completed by: October 31, 2023**

- A. **Components of Use Assessment.** CWI will conduct a use assessment to identify desirable and feasible uses of the County Property for a future headquarters of CWI. The assessment will identify and assess the following:
1. CWI needs and uses
  2. Potential project partners and their uses
  3. Compatible, desirable, and feasible community uses and needs
  4. Illustration or explanation of how identified needs will coexist in the space

The assessment will incorporate the three partnership pillars:

1. Harness the economic potential facilitated by the science inspiration and resources associated with the CWI;
  2. Create a world-class environmental education experience; and
  3. Foster a balance of visitor services with support for community amenities which create vibrant and sustainable communities.
- B. **Building occupancy and structural assessment.** CWI will retain appropriate consultants to assess the following:
1. Improvements needed to make the building safe and legally compliant for proposed uses.
  2. Identify any necessary entitlements for proposed improvements.
- C. **Written Proposal.** By the completion date, CWI will provide County a formal, written proposal for use and vision for redevelopment of the County Property.. This proposal should include the following:
1. Estimated programmatic spaces and users (outcome of long-term use assessment), including number of anticipated occupants and occupancy periods (full time, seasonal, occasional).
  2. Conceptual architectural renderings
  3. Summary of community engagement efforts to date
  4. Initial summary of anticipated land entitlements or other regulatory requirements
  5. Building occupancy and structural assessment
  6. Estimated schedule for implementation
  7. Estimated project costs
  8. Outline of potential incorporation of adjacent spaces, such as Tahoe Community Center and Visitor Center buildings
- D. **County Support.** The County will support CWI with Deliverable 2 by:
1. Assisting with community engagement opportunities and strategy.
  2. Providing support in identifying the anticipated regulatory requirements in 2.C.1.
  3. Collaborating and providing input and review of the estimated implementation schedule and estimated project costs.

## **Deliverable 3: CWI Financing Plan**

**To be completed by: January 31, 2024**

- A. By the completion date, CWI will provide County with a written financing plan to support the proposed use identified in Deliverable 2.
- B. County and CWI will coordinate on potential funding opportunities and strategies to facilitate redevelopment of existing structures on the County Property.

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**EXHIBIT C  
INSURANCE REQUIREMENTS**

**INSURANCE:**

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

**1. WORKER'S COMPENSATION AND EMPLOYER'S 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 CWI'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 CWI.

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

**2. GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CWI, 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 CWI 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 CWI 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:

- (1) One million dollars (\$1,000,000) each occurrence
- (2) Two million dollars (\$2,000,000) aggregate

D. If CWI 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:

CWI 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 CWI 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 Placer County as noted above. In no cases shall the types of policies be different.

### 3. 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 an additional 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 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."

4. 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.

5. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

If CWI sub-contracts in support of CWI's work provided for in the agreement, CWI shall ensure that Professional Liability Insurance for Errors and Omissions shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

6. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against Placer 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 - CWI shall be responsible for all deductibles in all of CWI's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CWI's Obligations - CWI'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 - CWI shall furnish Placer 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 Placer County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CWI's obligation to provide them. Placer 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 CWI 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.