

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

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Rich Colwell, Chief Assistant CEO-Redevelopment Director *REC Colwell*  
Rae James, Deputy Director  
**DATE:** October 24, 2006  
**SUBJECT:** Approve a Services Agreement Between the Placer County Redevelopment Agency and the North Tahoe Business Association in the amount of \$60,000 and Authorize the Chief Assistant CEO-Redevelopment Director or Designee to Execute the Contract, Subject to the Review of Agency Counsel.

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**ACTION REQUESTED:** Approve a services agreement between the Placer County Redevelopment Agency (Agency) and the North Tahoe Business Association (NTBA) in the amount of \$60,000 and authorize the Chief Assistant CEO-Redevelopment Director to execute the contract subject to the review of Agency Counsel.

**BACKGROUND:** The NTBA was formed in 1988 as a 501(c)(6) non-profit organization. The NTBA primarily serves the communities of Tahoe Vista and Kings Beach. The original intent of the NTBA was to provide support for local businesses. However, residents and businesses lobbied the NTBA to expand its role and work closely with the County in support of the Kings Beach Core Improvement Project. In July 2002, the Agency worked with a consultant and the Kings Beach/Tahoe Vista business community to develop a commercial strategy which was subsequently adopted by your Board. A key component of that strategy was to work with the business community to identify a local association to work in partnership with the Agency in implementing the Commercial Strategy.

In 2004, the NTBA began coordinating community meetings to implement the Main Street Four-Point Approach. Community leaders, residents, business and property owners met to develop strategies and workplans to support redevelopment of North Lake Tahoe in accordance with the community's vision for the area. In 2005, your Board approved services agreements between the NTBA and the Agency in the overall amount of \$60,000 to promote the Main Street Program.

The NTBA has made excellent progress in the implementation of a Main Street program for Kings Beach/Tahoe Vista. It continues to prepare a comprehensive work plan and has shown the organizational maturity to be provided with continued support from the Agency. In the upcoming year its efforts will be expanded to include creating a master calendar of events and a strategic plan for 2007. Additionally, the NTBA plans to develop specific strategies for business retention and expansion, and creating marketing materials to initiate the dialog for a Business Improvement District/Property-Based Improvement District with the community. In this regard, the Agency recommends awarding a contract to the NTBA in the amount of \$60,000. Attached is a copy of the Services Agreement in its substantial form.

**FISCAL IMPACT:** Sufficient North Lake Tahoe Tax Increment funds have been budgeted for this action. There will be no impact on the County's General Fund.

**RECOMMENDATION:** Approve a services agreement between the Agency and the NTBA in the amount of \$60,000 and authorize the Chief Assistant CEO–Redevelopment Director or designee to execute the contract subject to the review of Agency Counsel.

Attachment

Cc: Sabrina Thompson, Agency Counsel

**Administering Agency:** Placer County Redevelopment Agency

**Contract No.**

**Contract Description:** Provide financial assistance to the North Tahoe Business Association for implementation of the Main Street Program in Kings Beach/Tahoe Vista

## SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of October 31, 2006, by and between the Placer County Redevelopment Agency, ("Agency"), North Tahoe Business Association ("Association"), who agrees as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Association shall provide the services described in Exhibit A. Association shall provide said services at the time, place, and in the manner specified in Exhibit A, also referred to as Scope of Work.
2. **Payment.** Agency shall pay Association for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A, up to a maximum of **\$60,000**. The payment specified in Exhibit A shall be the only payment made to Association for services rendered pursuant to this Agreement. Association shall submit all billings for said services to Agency in the manner specified in Exhibit A.
3. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
4. **Time for Performance.** Time is of the essence, and, subject to Agency's compliance with Exhibit A and to the provisions of Paragraph 8 of this Agreement. Failure of Association to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract. Contract shall expire **October 31, 2007**. This Agreement is for three years, with an annual option to renew ending on October 31, 2008. Upon expiration of subject contract, Association will have thirty (30) days to submit their final report and invoice.
5. **Independent Association.** At all times during the term of this Agreement, Association shall be an independent Association and shall not be an employee of the Agency. Agency shall have the right to control Association only insofar as the results of Association's services rendered pursuant to this Agreement. Agency shall not have the right to control the means by which Association accomplishes services rendered pursuant to this Agreement.

6. **Licenses, Permits, Etc.** Association represents and warrants to Agency that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Association to practice its profession. Association represents and warrants to Agency that Association shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Association to practice its profession at the time the services are performed.

7. **Time.** Association shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Association'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.

8. **Insurance.** Association shall file with Agency a Certificate of Insurance, with companies acceptable to Agency, with a Best's Rating of no less than A:VII showing the following coverage:

A. **Workers' Compensation and Employers' Liability Insurance**

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' 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.
- 2) If there is an exposure of injury to Association's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Agency."

- 4) Association shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the Agency upon demand.

B. **General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Association, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Association in this Agreement.
- 2) One of the following forms is required:

- a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If Association 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:
- a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.
- 4) If Association carries a Commercial General Liability (Occurrence) policy:
- a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) **Special Claims Made Policy Form Provisions:**  
 Association shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Agency, which consent, if given, shall be subject to the following conditions:
- a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  - b) The insurance coverage provided by Association shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

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

- 1) "The Agency, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Association, including any excess liability or umbrella form coverage, is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by Agency, and no insurance held or owned by Agency shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to Agency."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

**9. Indemnity.** ASSOCIATION shall defend, indemnify and hold harmless AGENCY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of ASSOCIATION'S officers, directors, agents, employees, or subcontractors.

AGENCY shall defend, indemnify, and hold harmless ASSOCIATION, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of AGENCY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of AGENCY and ASSOCIATION that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, AGENCY, County Board of Supervisors, and ASSOCIATION subcontractors. It is also the intention of AGENCY and ASSOCIATION that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, AGENCY, County Board of Supervisors and ASSOCIATION subcontractors.

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

10. **Association Not Agent.** Except as Agency may specify in writing, Association shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Association shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

11. **Assignment Prohibited.** Association may assign its rights and obligations under this Agreement only upon the prior written approval of Agency, said approval to be in the sole discretion of Agency.

12. **Personnel.**

Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Scope of Services, Association agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Association without the prior written consent of Agency shall be grounds for cancellation of the agreement by Agency, and payment shall be made pursuant to Paragraph 15 **Termination** only for that work performed by Project Team members.

13. **Standard of Performance.** Association 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 Association is engaged in the geographical area in which Association practices its profession. All products of whatsoever nature which Association delivers to Agency pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Association's profession.

14. **Termination.**

A. Agency shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Association. Upon expiration of contract on October 31, 2007, the Association will have thirty (30) days to submit their final report and invoice. In the event Agency shall give notice of termination, Association shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Agency shall terminate this Agreement:

- 1) Association shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) Agency shall have full ownership and control of all such writings delivered by Association pursuant to this Agreement.

- 3) Agency shall pay Association the reasonable value of services rendered by Association to the date of termination pursuant to this Agreement not to exceed the amount documented by Association and approved by Agency as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, Agency shall not in any manner be liable for lost profits which might have been made by Association had Association completed the services required by this Agreement. In this regard, Association shall furnish to Agency such financial information as in the judgment of the Agency is necessary to determine the reasonable value of the services rendered by Association. The foregoing is cumulative and does not affect any right or remedy which Agency may have in law or equity.
- B. Association may terminate its services under this Agreement upon thirty (30) working days advance written notice to the Agency.
15. **Non-Discrimination.** Association shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
16. **Records.** Association shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to Agency, and Agency shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Association until Agency is satisfied that work of such value has been rendered pursuant to this agreement. However, Agency shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
17. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Agency, and Association agrees to deliver reproducible copies of such documents to Agency on completion of the services hereunder. The Agency agrees to indemnify and hold Association harmless from any claim arising out of reuse of the information for other than this project.
18. **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.
19. **Conflict of Interest.** Association certifies that no official or employee of the Agency, nor any business entity in which an official of the Agency has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition,

Association agrees that no such person will be employed in the performance of this agreement without immediately notifying the Agency.

20. **Entirety of Agreement.** This Agreement contains the entire agreement of Agency and Association with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
21. **Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the Agency of Placer, State of California, and Association hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

Redevelopment Agency of Placer County  
Attn: Rae James, Deputy Director  
3091 County Center Drive  
Auburn, CA 95603  
Tel: (530) 745-3150  
Fax: (530) 745-3152

North Tahoe Business Association  
Attn: Pam Jahnke, Exec. Director  
P.O. Box 1023  
Kings Beach, CA 96143  
Tel: (530) 546-9000  
Fax: (530) 546-5634

Executed as of the day first above stated:

PLACER COUNTY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Rich Colwell, Chief Assistant CEO-Redevelopment  
Director

NORTH TAHOE BUSINESS ASSOCIATION\*

By: \_\_\_\_\_  
Name: Curt Wegener  
Title: President

By: \_\_\_\_\_  
Name: Carol Savary  
Title: Secretary

Approved As to Form

\_\_\_\_\_  
David Seward, Purchasing Manager

\_\_\_\_\_  
Sabrina Thompson, Agency Counsel

\*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

Attachments:

Exhibit A: Scope of Services and Payment Schedule

## EXHIBIT A

### SCOPE OF SERVICES AND PAYMENT SCHEDULE

Listed below is the scope of services and key deliverables for the North Tahoe Business Association (NTBA) to continue development of its Main Street Program, research the formation of an assessment district, and engage business owners, property owners and concerned citizens in the planning of programs and events to improve the business climate in Kings Beach and Tahoe Vista.

1. The NTBA will continue the implementation of the Main Street Program model in Kings Beach and Tahoe Vista.
2. The NTBA will continue to work towards becoming a financially sound and self-sustaining business organization.
3. The NTBA will continue to research alternatives and promote community advocacy towards the formation of an assessment district.
4. The NTBA will develop and implement events and activities that promotes the social and economic well being of Kings Beach and Tahoe Vista including:
  - Coordinate strategic planning sessions with business owners to create a 2007 master calendar of events for key areas in Kings Beach and Tahoe Vista.
  - Plan and coordinate one event per quarter to highlight local businesses in Kings Beach/Tahoe Vista.
  - Update the 'North Lake Tahoe' map and distribution.
  - Create new marketing campaign for area (i.e. calendar of events, bill board in Reno, etc.)
  - Publish and distribute *Business Sign Guidelines* document.
  - Research wireless communities and funding opportunities to make Kings Beach and Tahoe Vista WiFi hotspots.
  - Host Façade Improvement Workshop & Retail Merchandizing Workshop (to help business owners improve their window displays).
  - Create a recruiting and training process for new volunteers, as well as an evaluation process for current volunteers.
  - Coordinate an annual Main Street party and awards ceremony.

5. The NTBA will serve as the central point of business and property owners in Kings Beach and Tahoe Vista and will assist in the implementation of Economic Development and Redevelopment programs and projects.
6. Establish effective communication method between members, other organizations/agencies and Placer County, and will work with other partners to form a regional Economic Development Committee to assess and measure economic indicators and trends.
7. The NTBA will submit a monthly invoice (\$5,000) with a monthly report of contacts/meetings with area business and property owners, and progress on Main Street projects and programs as appropriate. The aforementioned will be implemented at a not to exceed total contract amount of \$60,000 including expenses and incidental costs. As the NTBA develops a detailed work plan, and budget to move forward with an assessment district, this contract can be amended to include additional costs as approved by the County. Upon expiration of subject agreement on October 31, 2007, the Association will have thirty (30) days to submit its final report and invoice.