

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

**MEMORANDUM**

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Rich Colwell, Chief Assistant CEO–Redevelopment Director *Rich Colwell*  
Jim LoBue, Deputy Director  
**DATE:** October 20, 2009  
**SUBJECT:** Adopt a Resolution Authorizing the Chief Assistant CEO–Redevelopment Director or Designee to Execute a Services Agreement Between the Redevelopment Agency and the Tahoe City Downtown Association in the Amount of \$65,000.

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**ACTION REQUESTED:** Adopt a resolution authorizing the Chief Assistant CEO–Redevelopment Director or designee to execute a services agreement between the Redevelopment Agency (Agency) and the Tahoe City Downtown Association (TCDA) in the amount of \$65,000.

**BACKGROUND:** Since its inception in 2004, the primary mission of the TCDA has been to enhance and promote a vibrant and prosperous commercial and social center for the residents of and visitors to Tahoe City. The majority of TCDA’s programs, events, and activities are designed to rejuvenate the downtown corridor through new and repeat visitation.

A good portion of the TCDA’s energy in 2009 was spent designing a locally-regulated funding stream designed to pay for Tahoe City’s specific activities, promotions, and improvements, namely a property-based improvement district (PBID). A PBID is a distinct funding tool that allows property owners in a defined business district to pool their financial resources through self-assessment to pay for specific district-wide activities, promotions, and improvements. The plan for the Tahoe City’s district focuses on strengthening the current and future economic vitality of downtown through the attraction and retention of new businesses and marketing and promotion of Downtown Tahoe City as a destination. These programs and activities are designed to enhance, not replace or duplicate, any existing efforts put forth by Placer County through the North Lake Tahoe Resort Association, the Chamber of Commerce, or the Tahoe City Public Utilities District. In June 2008, the “Pedal There Thursdays” program was implemented as an alternative mode of transportation, encouraging locals and visitors to bicycle instead of drive, thereby improving fitness and mental health while lowering carbon emissions, fuel consumption, and impacts on traffic and the environment. Over 300 commitment cards were collected from those who pledged to bike rather than drive one day a week. The TCDA was successful in securing a grant to purchase nine new community bike racks which were installed in Spring 2009.

In the upcoming year, the TCDA proposes to continue to work toward a PBID-based funding model, increase outreach to the business community, increase Tahoe City media exposure, produce and promote TCDA events and programs, continue with the Pedal There Thursdays promotion, expand the North Lake Tahoe Guide in partnership with the North Tahoe Business Association,

the West Shore Association, the Squaw Valley Business Association, and the Sierra Sun to produce the monthly local event calendar and member email newsletter, "Tahoe City Issue Watch", and continue outreach to members and the business community regarding snow storage, pedestrian safety, and Redevelopment Agency projects. The association will continue to operate following the Main Street model. As the TCDA continues pursuing its goals and expanding its activities, the Agency proposes to continue funding these activities. A copy of the new services agreement in the amount of \$65,000 is attached.

**ENVIRONMENTAL STATUS:** This action is for the approval of a services agreement 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 may perform in the future will be subject to separate environmental review.

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

**RECOMMENDATION:** Adopt a resolution authorizing the Chief Assistant CEO-Redevelopment Director or designee to execute a services agreement between the Agency and TCDA in the amount of \$65,000.

Attachments: Resolution  
Services Agreement

cc: Karin Schwab, Agency Counsel

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

**In the matter of:**

**Authorizing the Chief Assistant CEO–Redevelopment  
Director or designee to execute a services agreement  
between the Redevelopment Agency and the Tahoe City  
Downtown Association in the amount of \$65,000**

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

**Ord. No: \_\_\_\_\_**

**First Reading: \_\_\_\_\_**

**The following Resolution was duly passed by the Redevelopment Agency Board  
of the County of Placer at a regular meeting held \_\_\_\_\_,**

**by the following vote on roll call:**

**Ayes:**

**Noes:**

**Absent:**

**Signed and approved by me after its passage.**

**Attest:**

\_\_\_\_\_  
**Chair, Agency Board**

**Clerk of said Board**

\_\_\_\_\_  
**WHEREAS, the Placer County Redevelopment Agency (Agency) has adopted the North  
Lake Tahoe Redevelopment Plan (Plan);**

**WHEREAS, the Agency is responsible for administering the Plan to carry out  
redevelopment efforts within the North Lake Tahoe Redevelopment Project Area;**

WHEREAS, the Agency 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 Agency to cover the services agreement;

WHEREAS, the proposed agreement is an administrative action and exempt from environmental review under the California Environmental Quality Act per Guidelines Section 15178(b)(5).

NOW, THEREFORE, BE IT RESOLVED that the Agency Board approves authorizing the Chief Assistant CEO–Redevelopment Director or Designee to execute a services agreement between the Agency and the Tahoe City Downtown Association in the amount of \$65,000.

**Consultant:** Tahoe City Downtown Association (TCDA)  
**Project:** Main Street Program  
**Administering Agency:** Placer County Redevelopment Agency  
**Contract No.**  
**Contract Description:** A Services Agreement Between the Tahoe City Downtown Association and the Placer County Redevelopment Agency to Manage a Main Street Program

### SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, by and between the Placer County Redevelopment Agency, ("Agency"), and the Tahoe City Downtown Association ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A, up to a maximum of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000)**. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. This amount is the initial authorization, and additional expenditures, if any, may be authorized by the Agency when requested in advance and approved in writing. Consultant shall submit all billings for said services to Agency in the manner specified in Exhibit A, or, if no manner be specified in Exhibit A, then according to the usual and customary procedures which Consultant uses for billing clients similar to Agency.
3. **Facilities, Equipment and Other Materials, and Obligations of Agency.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence, and, subject to Consultant's compliance with Exhibit C and to the provisions of Paragraph 8 of this Agreement. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract. Contract shall expire **OCTOBER 31, 2010**.

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Upon expiration of subject contract, Association will have thirty (30) days to submit their final report and invoice.

6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to Agency that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Insurance.** Consultant 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 Consultant'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."

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, 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 Consultant 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 Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) Two million dollars (\$2,000,000) aggregate.
- 4) If Consultant 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) Two million dollars (\$2,000,000) 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:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Agency, which consent, if given, shall be subject to the following conditions:

  - 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) Two million dollars (\$2,000,000) General Aggregate.

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

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 Consultant, 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.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in aggregate.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**10. Indemnity** The CONSULTANT 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 to the extent that the above are caused by

negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'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 CONSULTANT'S performance pursuant to this contract or agreement.

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

11. **Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of Agency, said approval to be in the sole discretion of Agency.
13. **Personnel.**
  - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from Agency of the desire of Agency for removal of such person or persons.
  - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of Agency shall be grounds for cancellation of the agreement by Agency, and payment shall be made pursuant to Paragraph 15 Termination only for that work performed by Project Team members.
14. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to Agency pursuant to this Agreement shall be prepared in a

substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

15. **Termination.**

A. Agency shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event Agency shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event Agency shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) Agency shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) Agency shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by Agency as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, Agency shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to Agency such financial information as in the judgment of the Agency is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which Agency may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the Agency.

16. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to Agency, and Agency shall

have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until Agency is satisfied that work of such value has been rendered pursuant to this agreement. However, Agency shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

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 Agency, and Consultant agrees to deliver reproducible copies of such documents to Agency on completion of the services hereunder. The Agency agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
19. **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.
20. **Conflict of Interest.** Consultant certifies that no official or employee of the Agency, nor any business entity in which an official of the Agency has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the Agency.

Association certifies that no employees or volunteers of Association have created a conflict of interest by soliciting, obtaining, accepting or retaining any personal benefit from any supplier, vendor, contributor or any individual or organization doing or seeking business or services with the Association. As used here, personal benefit means a gift, gratuity, favor, service, compensation in any form, discount, special treatment or anything of a monetary value.

21. **Entirety of Agreement.** This Agreement contains the entire agreement of Agency and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

22. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

AGENCY: Placer County Redevelopment Agency  
Attn: Jim LoBue  
3091 County Center Drive, Ste 260  
Auburn, CA 95604-7096 (Project Inquiries)  
P.O. Box 7096, Auburn CA 95604-7096 (Accounts Payable)  
Phone: (530) 745-3150 Fax: (530) 745-3152

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

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

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Executed as of the day first above stated:

**PLACER COUNTY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Richard E. Colwell, Chief Assistant CEO-  
Redevelopment Director

**TAHOE CITY DOWNTOWN ASSOCIATION**

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

By: \_\_\_\_\_  
Maja Thaler, Secretary

Approved As to Form

\_\_\_\_\_  
Karin Schwab, Agency Counsel

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

**EXHIBIT A**  
**SCOPE OF SERVICES AND PAYMENT SCHEDULE**

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

1. The TCDA will continue to implement the Main Street Program model in Tahoe City.
2. The TCDA will work with County Economic Development staff and consultants to further develop, expand, and enhance the TCDA as a viable Main Street business organization by serving as a liaison between the business and property owners in Tahoe City and the County.
3. The TCDA will continue to work towards becoming a financially sound and self-sustaining business organization, including the participation in private and local and regional public grant funding programs.
4. The TCDA will continue to serve as the primary liaison for businesses and property owners in Tahoe City, including the continued promotion and support of the proposed property based improvement district.
5. The TCDA will continue to develop and provide oversight to production of events and activities that will promote the social and economic well being of Tahoe City.
6. The TCDA will continue to collaborate with Placer County on the implementation of Economic and Redevelopment projects and programs.
7. The TCDA will continue to produce a periodic electronic mail newsletter, and will maintain a public website identifying issues, events, activities, programs and opportunities that can be addressed for the businesses and property owners in Tahoe City.
8. The TCDA will continue to promote the economic well being of Tahoe City through marketing collateral not limited to published community events calendars, an annual travel/events guide and walking maps, including the distribution of said collateral throughout the North Lake Tahoe region, and Placer County.
9. The TCDA will continue to meet with appropriate Redevelopment Agency staff as requested to discuss challenges and opportunities for Tahoe City.
10. The TCDA will present updates to the Placer County Board of Supervisors outlining organizational efforts as requested.
11. The TCDA will submit a monthly invoice (\$5,416.66) with a 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 \$65,000 including expenses and incidental costs. As the TCDA develops a detailed work plan, and budget to move forward with an assessment district, this contract can be amended to include additional costs as approved by the County. Upon expiration of subject agreement on **October 31, 2010**, the Association will have thirty (30) days to submit its final report and invoice.

## **EXHIBIT B**

### **PAYMENT FOR SERVICES RENDERED**

Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A, up to a maximum of Sixty-Five Thousand Dollars (\$65,000).

**EXHIBIT C**

**FACILITIES, EQUIPMENT, AND OTHER  
MATERIALS, AND OBLIGATIONS OF COUNTY**

Consultant will not use any County facilities, equipment or other materials without the consent of the Deputy Director of Redevelopment.