



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

DATE: Tuesday, October 19, 2010

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
David C. Snyder, Director

SUBJECT: **Services Agreement Between the Office of Economic Development and the North Tahoe Business Association in the amount of \$65,000**

ACTION REQUESTED

Adopt a Resolution authorizing the County Executive Officer or Designee to Execute a Services Agreement between the Office of Economic Development and the North Tahoe Business Association in the amount of \$65,000.

BACKGROUND

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

In the upcoming year, the NTBA will continue to support the implementation of the Main Street Program; continue to work towards establishing a Property-Based Improvement District (PBID), support the Kings Beach Commercial Core Improvement Project; create, publish, and distribute the 2010 North Lake Tahoe Guide; work with the County, CalTrans, and the NLTRA to improve traffic issues and pedestrian safety; and develop a 2011 Calendar of Events.

As the NTBA continues pursuing its goals and expanding its activities, the Office of Economic Development proposes to continue funding the activities.

ENVIRONMENT IMPACT

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 NTBA may perform in the future will be subject to separate environmental review.

FISCAL IMPACT

Placer County Redevelopment Agency North Lake Tahoe Tax Increment Funds are being transferred to the Office of Economic Development's budget. There will be no impact on the County's General Fund.

Attachments: Resolution and Services Agreement

cc: Gerald O. Carden, Chief Deputy County Counsel
Karin Schwab, Agency Counsel

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

In the matter of:

**A RESOLUTION AUTHORIZING THE COUNTY
EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE
A SERVICES AGREEMENT BETWEEN THE
OFFICE OF ECONOMIC DEVELOPMENT AND THE
NORTH TAHOE BUSINESS ASSOCIATION IN
THE AMOUNT OF \$65,000**

Resol. No: _____

Ord No:

First Reading:

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held **Tuesday, October 19, 2010** by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the Placer County Redevelopment Agency and Office of Economic Development wish to encourage and support the North Tahoe Business Association in its efforts to implement the Kings Beach/Tahoe Vista Business Expansion/Attraction Strategy and Main Street Program; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Agency Board and Board of Supervisors approve the authorization of the County Executive Officer or Designee to execute a services agreement between the Office of Economic Development and the North Tahoe Business Association in the amount of \$65,000.

Consultant: North Tahoe Business Association (NTBA)
Project: Main Street Program
Administering Agency: Placer County Office of Economic Development
Contract No.
Contract Description: A Services Agreement Between the North Tahoe Business Association and the Placer County Office of Economic Development to Manage a Main Street Program

SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of November 1, 2010, by and between the Placer County Office of Economic Development, ("Agency"), and the North Tahoe Business 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, 2011**. Upon expiration of subject contract, Association will have thirty (30) days to submit their final report and invoice.
6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Agency. Agency shall have the right

to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

7. **Licenses, Permits, Etc.** Consultant represents and warrants to Agency that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY 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. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or 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 PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. **INSURANCE:**

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

11. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000)

policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

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

11. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

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

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of 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 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.

12. ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the 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."

13. 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.

14. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. **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.*
21. **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.
22. **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.

23. **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.

24. **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.

25. **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.

26. **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 Office of Economic Development
Attn: David Snyder, Director
175 Fulweiler Avenue
Auburn, CA 95603
Phone: (530) 889-4016 Fax: (530) 889-4095

CONSULTANT: North Tahoe Business Association
Attn: Cheri Sprenger, Executive Director
P.O. Box 1023
Kings Beach, CA 96143
Phone: (530) 546-9000 Fax: (530) 546-5634

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.

27. **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
OFFICE OF ECONOMIC DEVELOPMENT**

By: _____
Thomas M. Miller, County Executive Officer

NORTH TAHOE BUSINESS ASSOCIATION

By: _____
John Evans, President

By: _____
Sue Kyler, Secretary

Approved As to Form

Gerald O. Carden
Chief Deputy County 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

2011 PROPOSED SCOPE OF SERVICES

- ❑ The NTBA will continue to support the implementation of the Main Street Four Point Approach™ in Carnelian Bay, Kings Beach, Tahoe Vista and Crystal Bay.
- ❑ The NTBA will continue to work towards becoming a financially sound and self-sustaining business organization. The funding strategy and objectives will be outlined in a three year funding plan.
- ❑ The NTBA will form a PBID (Property Based Business Improvement District) Task Force comprised of property and business owners to assist with the formation process and outreach efforts. (This task is ongoing and will happen in conjunction with the Kings Beach Commercial Core Improvement Project.).
- ❑ The NTBA will develop and implement events and activities that promote the social and economic well being of Carnelian Bay, Kings Beach, Tahoe Vista and Crystal Bay including:
 - Develop a 2011 Calendar of Events for Carnelian Bay, Tahoe Vista, Kings Beach and Crystal Bay (the NTBA's defined Bay-to-Bay district) and work with other local agencies and organizations to coordinate efforts
 - Distribute the updated "North Lake Tahoe" Bay-to-Bay map as needed
 - In partnership with the West Shore Merchants Association and the Tahoe City Downtown Association, create, publish and distribute the 2011 North Lake Tahoe Guide
 - Continue to research ways to market the Bay-to-Bay district and identify strong programs to participate in with funds secured from the North Lake Tahoe Chamber of Commerce Community Marketing Grant
 - Work with the County Design and Review committee to review newly created Business Sign Guidelines document and recommend changes to existing ordinance
 - Work with Placer County to implement the remaining Kings Beach and new Tahoe Vista Gateway Monument signs
 - Work with Placer County to encourage the participation of the business community in the Design Phase of the Kings Beach Commercial Core Project
- ❑ The NTBA will serve as a liaison between Placer County and the business and property owners in the Bay-to-Bay district and assist the implementation of Economic Development and Redevelopment programs and projects.

- The NTBA will maintain communication methods between members, other organizations, agencies and Placer County.
- The NTBA will work with other partners and Placer County Economic Development to address economic development issues at a regional level.

Other Activities and Programs

In addition to the Placer County Contract and proposed scope of services, the NTBA will continue to plan and execute a number of local activities and programs in support of its mission to improve the economic well being of the business community and enhance the quality of life through the creation and long-term preservation of a vibrant economic climate. These programs include but are not limited to:

- Organize community events and activities that enhance and promote the Bay-to-Bay district including:
 - 4th Annual Joe King Poker Tournament
 - Snowfest! Kings Beach Parade
 - Annual Clean Up Day for Crystal Bay, Kings Beach, Carnelian Bay and Tahoe Vista
 - Music on the Beach Summer Series
 - July 3rd Fireworks Celebration
 - 7th Annual Passport to Dining
 - Annual Holiday Fair & Tree Lighting Ceremony

Partner with the North Lake Tahoe Chamber of Commerce and Truckee Donner Chamber of Commerce to deliver the 8th year of the North Lake Tahoe Truckee Leadership

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).

The NTBA will submit a monthly invoice in the amount of \$5,416.67 by the 10th of each month along with a detailed monthly report of contacts/meetings with area business and property owners, and progress on Main Street projects and programs as appropriate. The aforementioned will be implemented at a not-to-exceed total contract amount of \$65,000 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, 2011**, the Association will have thirty (30) days to submit its final report and invoice.

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/28/10
PRODUCER Tahoe City Comm'l Lines Unit Wells Fargo Ins Svcs USA, Inc. P.O. Box 7679 Tahoe City, CA 96145	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED North Tahoe Business Association P. O. Box 1023 Kings Beach, CA 96143-0000	INSURERS AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: State Compensation Insurance Fund INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PI Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NC904305	06/15/10	06/15/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1829808	08/01/10	08/01/11	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named as additional insured per attached L803

CERTIFICATE HOLDER Placer County Office of Economic Development 175 Fulweiler Avenue Auburn, AC 95603	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Placer County
Office of Economic Development
175 Fulweiler Avenue
Auburn, AC 95603

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed on or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Certificate holder is named as additional insured per attached
CG20110196