



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

**DATE:** September 24, 2013

**TO:** Honorable Board of Supervisors

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

**SUBJECT:** **Contract – North Tahoe Business Association in the amount of \$82,000**

---

**ACTION REQUESTED**

1. Adopt a Resolution authorizing the County Executive Officer, or designee, to execute an Economic Development Services Contract for outreach, promotional services, and business impact mitigation in the Tahoe area with the North Lake Tahoe Business Association (\$82,000) for the period of FY 2013-14 utilizing Department of Public Works Kings Beach Commercial Core Improvement Project (KBCCIP) Infrastructure Expense account (\$18,000); Community and Agency Support (\$15,000); and Transient Occupancy Tax funds (\$49,000) collected in the North Lake Tahoe area resulting in no net county cost.

**BACKGROUND - NTBA**

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

In the upcoming year, the NTBA will continue to support the implementation of the Main Street Program; create, publish, and distribute the 2014 North Lake Tahoe Guide; work with the County, CalTrans, and the NLTRA to improve traffic issues and pedestrian safety; and develop a 2014 Calendar of Events. A major focus for 2013-14 will be the implementation of a Business Mitigation Strategy (as described in Exhibit A) that includes development and distribution of a Business Survival Guide; an "open for business" marketing campaign; promotional campaigns and events; and an expanded communications strategy.

Memorandum – Board of Supervisors  
NTBA Services Contract  
Tuesday, September 24, 2013  
Page Two

**FISCAL IMPACT**

The funds to cover the \$82,000 contract amount are in the FY 13-14 Budget utilizing Department of Public Works KBCCIP Project Expense (\$18,000) and Community and Agency Support (\$15,000) and Transient Occupancy Tax funds (\$49,000) collected in the North Lake Tahoe area resulting in no net county cost.

Attachments: Resolution and Services Contract

cc: Gerald O. Carden, County Counsel  
Kim Davis, Sr. Administrative Services Officer

**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 CONTRACT BETWEEN THE  
OFFICE OF ECONOMIC DEVELOPMENT AND THE  
NORTH TAHOE BUSINESS ASSOCIATION IN  
THE AMOUNT OF \$82,000**

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, September 24, 2013** by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

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

Attest:  
Clerk of said Board

\_\_\_\_\_  
\_\_\_\_\_  
**WHEREAS**, the Office of Economic Development wishes to encourage and support the North Tahoe Business Association in its efforts to implement the Kings Beach/Tahoe Vista Business Expansion/Attraction Strategy and Main Street Program as well as perform activities related to the Kings Beach Commercial Core Improvement Project Business Mitigation Strategy; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors approve the authorization of the County Executive Officer or Designee to execute a services contract between the Office of Economic Development and the North Tahoe Business Association in an amount not to exceed \$82,000 for the balance of FY 2013-14.

349

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

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

Begins: October 1, 2013

Ends: June 30, 2014

ADMINISTERING

AGENCY: Economic Development

WHEREAS, this Agreement is made and entered into, as of **October 1, 2013**, and will commence the terms of agreement, by and between the COUNTY OF PLACER, a ("County") and the NORTH TAHOE BUSINESS ASSOCIATION ("NTBA"), a nonprofit corporation, who agree as follows:

- I. SERVICES. Subject to the terms and conditions set forth in this agreement, NTBA shall provide the services described in Exhibit A. NTBA shall provide said services at the time, place, and in the manner specified in Exhibit A, Scope of Work.
- II. PAYMENT. County shall pay NTBA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of EIGHTY TWO THOUSAND DOLLARS (\$82,000). The payments specified in Exhibit A shall be the only payments made to NTBA for services rendered pursuant to this agreement. This amount is the initial authorization, and additional expenditures, if any, may be authorized by Placer County when requested in advance and approved in writing. NTBA shall submit all billings for said services to Placer County in the manner specified in Exhibit A.
- III. GENERAL PROVISIONS. The General Provisions set forth in Exhibit 'B' are an integral part of this agreement. Any inconsistency between said General Provisions and any other term or condition of this agreement shall be controlled by the term or condition of this agreement insofar as they are inconsistent.
- IV. EXHIBITS. All exhibits referred to herein are attached hereto and by this reference incorporated herein.
- V. TIME FOR PERFORMANCE. Time is of the essence, and failure of NTBA to perform all services in a timely manner shall constitute a material breach of this agreement.
- VI. APPROVAL OF SUBCONTRACTORS. No part of the services to be performed under this agreement shall be subcontracted without the prior written agreement of the COUNTY.
- VII. RECORDS. The NTBA shall maintain at all times complete and detailed records with regard to work performance under this agreement in a form acceptable to the COUNTY, according to generally accepted accounting and internal control principles, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to NTBA until the COUNTY is satisfied that work of such value has been rendered by the NTBA pursuant to this agreement.

VIII. RENEWAL. This agreement may be renewed by making a request to the Board of Supervisors through the Office of Economic Development a minimum of 60 days prior to the expiration. The extension or renewal will be based on performance of the Scope of Work items as performed by the NTBA.

IX. TERM. The term of this contract is for 9 months commencing October 1, 2013 and ending June 30, 2014 unless canceled by either party pursuant to the cancellation provisions herein. The term has been adjusted to align the contract with the County's Fiscal Year. Future contracts will be for a full 12 months.

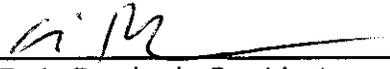
Executed as of the day first above stated:

PLACER COUNTY

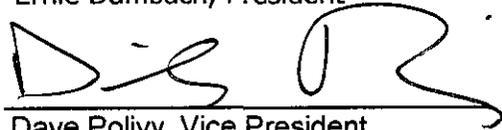
By: \_\_\_\_\_  
David Boesch, County Executive Officer

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

NORTH TAHOE BUSINESS ASSOCIATION

By:   
Ernie Dambach, President

Dated: 9/4/13

By:   
Dave Polivy, Vice President

APPROVED AS TO FORM:

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

**Exhibit A**  
**North Tahoe Business Association (NTBA)**  
**Vision Statement & Scope of Work**  
**October 1, 2013 through June 30, 2014**

**Vision Statement**

- NTBA is known as a leader and advocates for economic vitality and quality of life issues in the region and supports business through communication, resources, networking and training
- NTBA helps to create and market the North Tahoe Bay to Bay district as a vibrant and unique sense of place
- NTBA is financially strong and has staff and volunteer capacity to serve the needs of the organization and the business community

**Main Street Four Point Approach (\$49,000)**

NTBA will continue to support the implementation of the Main Street Four Point Approach™ in Carnelian Bay, Kings Beach, Tahoe Vista and Crystal Bay through community and business members' involvement in Design, Promotions and Economic Vitality Committees. Key strategies and goals include:

**Business Revitalization**

**Purpose:**

- Plan and implement programs for business retention, expansion, recruitment in order to build district commercial assets and vitality
- Communications: serve business community as an information provider or conduit on various issues that results in economic and quality of life benefits in the district
- Support business members via offerings that strengthen their skills and connections to each other

**Goals:**

- Increase business retention and attraction of businesses to the Bay to Bay district
- Serve local business community throughout KBCCIP construction phase. Please see more details in the KBCCIP Business Mitigation Strategy below.

**Events, Promotions & Marketing**

**Purpose:**

- To attract visitors and locals to the district improving economic vitality and quality of life

**Goals:**

- Communications: Build awareness of NTBA-produced events, promote in-market unique attributes of Tahoe Bay to Bay district and publicize critical issues impacting the economic and social well-being of the district and the work of NTBA.
- Events: Use strategic event line-up to create a fun, vibrant sense of place and draw locals and visitors to the district.
- Promotions/Marketing: Partner with other agencies to build awareness of, and draw visitors to the district.

### **Community Design**

Purpose:

- Provide input on design features, community character topics to improve attractiveness of the district.

Goals:

- Implement a public art program in order to demonstrate the strong sense of place in the district
- Improve the aesthetic appeal of the district through beautification efforts and/or projects or programs that enhance social well being

### **Organizational Capacity/Administrative**

Purpose:

- Develop and execute strategy to build organizational capacity of NTBA so that the organization can effectively fulfill its work.

Goals:

- Develop a plan that strengthens and optimizes the operational effectiveness of NTBA
- Increase membership in NTBA to strengthen the organization
- Increase NTBA committee members and volunteers
- Strengthen the financial position of NTBA

### **KBCCIP Business Mitigation Strategy (\$33,000\*)**

Purpose:

- Develop and execute strategies during Kings Beach Commercial Core Improvement Project (KBCCIP) construction seasons to achieve the following goals.

Goals:

- Maintain business and tax levels
- Minimize impacts
- Educate and empower business and property owners
- Promote a positive vision and excitement for the future to offset visitors/customers short-term inconveniences and attract new investment
- Provide incentives for visitors/customers to do business in and visit Kings Beach during construction

Proposed Strategy Components:

- Develop and distribute Business Survival Guide
- Develop and execute Open for Business Marketing Campaign
- Develop and execute promotional campaign(s)
- Develop events and/or promotions for impacted business corridors and/or to celebrate completion of corridors
- Assist with and expand Placer County's community communications strategy

\* Note: this is the first part of a \$63,000 two-year strategy to be developed and implemented prior to and during KBCCIP construction seasons 2014-2015.

**PAYMENT FOR SERVICES RENDERED**

The Office of Economic Development shall pay NTBA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of Eighty Two Thousand dollars (\$82,000).

The NTBA will be paid monthly by auto pay\* as described in the table below:

<b>Auto Pay Dates*</b>	<b>Main Street Operations</b>	<b>Kings Beach Business Mitigation Strategy</b>	<b>Total Payment</b>
November 1 <sup>st</sup>	\$ 5,444.44	\$11,000	\$16,444.44
December 1 <sup>st</sup>	\$ 5,444.44		\$ 5,444.44
January 1 <sup>st</sup>	\$ 5,444.44		\$ 5,444.44
February 1 <sup>st</sup>	\$ 5,444.44		\$ 5,444.44
March 1 <sup>st</sup>	\$ 5,444.44	\$11,000	\$16,444.44
April 1 <sup>st</sup>	\$ 5,444.44		\$ 5,444.44
May 1 <sup>st</sup>	\$ 5,444.44		\$ 5,444.44
June 1 <sup>st</sup>	\$ 5,444.44		\$ 5,444.44
July 31 <sup>st</sup> *	\$ 5,444.48	\$11,000	\$16,444.48
<b>Total Pmt. Amts.</b>	<b>\$49,000.00</b>	<b>\$33,000</b>	<b>\$82,000.00</b>

A detailed monthly performance report of contacts/meetings with area business and property owners on Main Street projects and programs as well as the Kings Beach Business Mitigation Strategy will be due to the Office of Economic Development by 10<sup>th</sup> of each month to continue the auto payment schedule. Failure to meet said deadline, will revoke auto pay and an invoice and report will be due to continue payments instead. The aforementioned will be implemented at a not-to-exceed total contract amount of \$82,000 including expenses and incidental costs. \*Upon expiration of subject agreement on June 30, 2014, the Association will have thirty (30) days to submit its final report demonstrating meeting or exceeding all stated deliverables described in Exhibit A and a final invoice.

## EXHIBIT B

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, employees of NTBA shall be independent contractors and at no time shall employees of the NTBA be employees of the County. County shall have no right to control NTBA's performance hereunder except only insofar as is necessary to assure that the County receives acceptable services from NTBA pursuant to this Agreement. County shall not have the right to control the means by which NTBA accomplished services rendered pursuant to this Agreement, and shall therefore, not be responsible for willful or negligent acts of NTBA.

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

3. Time. NTBA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of NTBA's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party failing to timely perform.

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

### 5. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The NTBA hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. NTBA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the NTBA. NTBA also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against NTBA or the COUNTY or to enlarge in any way the NTBA'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from NTBA'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

6. INSURANCE:

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

7. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the NTBA.

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

8. GENERAL LIABILITY INSURANCE:

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

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

B. One of the following forms is required:

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

Exhibit B – Page Two

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

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

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

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

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

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

E. Special Claims Made Policy Form Provisions:

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

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

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

(2) The insurance coverage provided by NTBA shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

9. ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the NTBA, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

10. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

11. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The NTBA shall be responsible for all deductibles in all of the NTBA's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - NTBA's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - NTBA shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the NTBA's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the NTBA to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

12. Consultant Not Agent. Except as County may specify in writing, NTBA shall have no authority, express or implied, to act on behalf of County in any capacity as an agent. NTBA shall not have authority, express or implied, pursuant to this Agreement to bind County to any contractual obligation whatsoever.

13. Assignment Prohibited. NTBA may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

14. Standard of Performance. NTBA shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which NTBA is engaged. All products of whatsoever nature which NTBA delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in NTBA's profession. A violation of the standard of performance described in this paragraph shall constitute a material breach of the agreement.

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

Joy Doyle, Executive Director is the authorized representative for the NTBA and will administer this Agreement for the NTBA. Changes in designated representatives shall occur only by advance written notice to the other party.

16. Notice and Correspondence.

A) Notice and correspondence to County regarding this contract should be delivered to:

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

B) Notice and correspondence to NTBA should be delivered to:

Joy Doyle, Executive Director  
North Tahoe Business Association  
P.O. Box 1023  
Kings Beach, California 96143  
Phone: (530) 546-9000 Fax: (530) 546-7116

17. Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days notice by giving notice in writing of such termination to the other party. In the event County gives notice of termination, NTBA shall immediately cease rendering service upon receipt of such written notice, and the following shall apply:

- A) NTBA shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopies, photographing, computer disks and every other means of recording upon any tangible things, and form of communication or representation, including letters, words, picture, sounds, or symbols, or combinations thereof.
- B) County shall have full ownership and control of all such writings or other communications delivered by NTBA pursuant to this Agreement.
- C) County shall pay NTBA the reasonable value of services rendered by NTBA to the date of termination pursuant to this Agreement not to exceed the amount documented by NTBA and approved by County as work accomplished to date; provided, however, that in no event shall the County be liable for lost profits which might have been made by NTBA had NTBA completed the services required by this Agreement. In this regard, NTBA shall furnish to the County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by NTBA. In the event of a dispute as to the reasonable value of the services rendered by NTBA, the decision of the County shall be final.

Acceptance of payment described in this paragraph shall constitute a complete accord and satisfaction as between the parties. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

18. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County and NTBA agrees to deliver reproducible copies of such documents to County on completion of the services hereunder.

NTBA, by signing this agreement, disclaims any copyright in the information published or produced in conjunction with this project.

19. Taxation of Possessory Interests. NTBA understands that this agreement may create a taxable possessory interest and that this paragraph provides NTBA the statement of notification required by Revenue and Taxation Code Section 107.6.

20. Waiver. One or more waivers by one party of any major or minor breach or default of any provision term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

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

22. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of California shall govern its interpretation and effect. Venue for any litigation arising from this agreement shall be the Superior Court for the County of Placer.

23. Interest of NTBA. NTBA covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. NTBA further covenants that in the performance of this Agreement no person having any such interest shall be employed.

24. Maintenance of Records. All records shall be maintained by NTBA until any audit is completed and all questions arising therefore are resolved or for three years after completion of the project, whichever is sooner.

25. Amendment. This Agreement may be amended at any time upon the mutual written agreement of the parties.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2013

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

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

<b>PRODUCER</b> Wells Fargo Insurance Services USA, Inc. P.O. Box 1106  Grass Valley CA 95945	<b>CONTACT NAME:</b> PHONE (AC, No. Ext): (530) 273-7213 FAX (AC, No.): (530) 273-8114 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: State Compensation Ins. Fund</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company		INSURER B: State Compensation Ins. Fund		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Nautilus Insurance Company														
INSURER B: State Compensation Ins. Fund														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> North Tahoe Business Association  P.O. Box 1023  Kings Beach CA 96143														

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 407220

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (HYD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	NN359766	6/15/2013	6/15/2014	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ Included
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	182980813	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		NN359766	6/15/2013	6/15/2014	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The County of Placer, its officers, agents, employees and volunteers are included as additional insureds as respects the general liability coverage per form L803 (06/07) attached.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

Operation locations are subject to the policy exclusions and limitations

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

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

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

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

**NON-PROFIT ORGANIZATION  
DIRECTORS AND OFFICERS  
INCLUDING EMPLOYMENT PRACTICES LIABILITY  
CERTIFICATE OF INSURANCE**

**Certificate**

**Number:** 2000244534 03/18/2013

**ISSUED:** March 18, 2013

**Company Affording Coverage:**

Nationwide Mutual Insurance Company

**AUTHORIZED AGENT:**

K&K Insurance Group, Inc.

**THE COVERAGE SHOWN ON THIS CERTIFICATE IS CLAIMS MADE COVERAGE  
WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE COVERAGE PERIOD.**

This Certificate of Insurance provides you (the Insured Member) with the insurance indicated below as part of Master Policy # 6BDNO000005373100 issued to the Sports, Leisure and Entertainment RPG. This Certificate of Insurance together with the Master Policy Declarations, Coverage Form, Endorsements and Enrollment Form constitute the contract between the Insurer, the Organization and the Individual Insureds.

<b>ITEM A. INSURED MEMBER/PARENT ORGANIZATION</b>	<b>CP# 111</b>
North Tahoe Business Association PO Box 1023 Kings Beach, CA 96143 A Member of the Sports, Leisure & Entertainment RPG	

<b>ITEM B. COVERAGE PERIOD:</b>	<b>Effective:</b> 06/01/13	<b>Expiration:</b> 06/01/14
	(at 12:01 a.m. Standard Time at the address of the Parent Organization)	

<b>ITEM C. LIMITS OF INSURANCE</b>		<b>PREMIUM</b>
\$1,000,000	Limit of Liability	\$895.00
	Maximum Aggregate Limit of Liability for each Policy Year for all Claims other than Wrongful Employment Practice Claims.	
\$1,000,000	Maximum Aggregate Limit of Liability for each Policy Year for Wrongful Employment Practice Claims.	Included
Excluded	Outside Service Coverage:	
\$1,000	Retention (Each Claim):	
\$10,000	Medical Payments for Participants	
Excluded	Directors:	Included
	Volunteers:	
	<b>Total Premium Fully Earned at Inception:</b>	<b>\$895.00</b>
	<b>Membership Fee</b>	<b>\$10.00</b>
<b>NOTICES: ALL NOTICES REQUIRED TO BE GIVEN TO THE INSURER UNDER THIS COVERAGE SHALL BE ADDRESSED TO:</b> K&K Insurance Group P.O. Box 2338 Fort Wayne, IN 46801-2338		

By: Scott Furbush  
 AUTHORIZED REPRESENTATIVE SIGNATURE

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.  
 SRPG3507 CERT (03/10)

364