



MEMORANDUM
Office of Economic Development
COUNTY OF PLACER

DATE: Tuesday, June 3, 2014
TO: Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer
By: David C. Snyder, Director
SUBJECT: Contract – North Tahoe Business Association in the amount of \$115,000

ACTION REQUESTED

1. Adopt a Resolution authorizing the County Executive Officer, or designee, to execute an Economic Development Services Contract with the North Tahoe Business Association (NTBA) in the amount of \$115,000 for outreach, promotional services, and business impact mitigation in the Tahoe area for FY 2014-15. Funding is available as a budgeted net county cost in the Community and Agency Support (\$10,000), and Tahoe Transient Occupancy Tax (\$105,000) appropriations.

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. Since 2011, the association has increased membership 22%. Since 2012, NTBA has held seven small business seminars. In FY 2013-14 they marshalled the support of property owners and the business community behind the successful passing of the Benefit Assessment District; launched Year One of the development and implementation of a Business Mitigation Strategy / Open for Business Marketing Campaign to assist businesses to sustain business levels during the early stages of the Kings Beach Commercial Core Improvement Project (KBCCIP); and laid the foundation for a public art program to complement the KBCCIP.

In the upcoming year, the NTBA will continue to support the implementation of the Main Street Program; focus on business revitalization; publish a "Tips for Success During Construction Guide;" produce 14 community events including SnowFest, Music on the Beach, July 3rd Fireworks, Passport to Dining and ten others; provide input on design features and beautification of Kings Beach; and strengthen the organizational character of NTBA. In FY 2014-15 NTBA will expand its scope of work to include working closely with the County to develop economic development incentives; assist in identifying catalyst/opportunity projects; compile a baseline business assessment resource; execute Open for Business Marketing Campaign Construction Year 1; enhance promotional and event marketing activities; and partner with North Tahoe Arts and others to raise up to \$750,000 for public art.

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FISCAL IMPACT

The funds to cover the \$115,000 contract amount are recommended in the FY 2014-15 Proposed Budget utilizing Community and Agency Support (\$10,000) and Transient Occupancy Tax funds (\$105,000) collected in the North Lake Tahoe area resulting in no net county cost year-over-year.

Attachments: Resolution and Services Contract

cc: Gerald O. Carden, County Counsel
Kim Davis, Sr. Administrative Services Officer
Jennifer Merchant, CEO Liaison, North Lake Tahoe

**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 \$115,000**

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 _____ 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/ Open for Business Campaign;

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 \$115,000 for FY 2014-15.

Administering Agency: Placer County Economic Development

Contract No.: _____

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT
FOR OUTREACH, PROMOTIONAL SERVICES, AND BUSINESS IMPACT
MITIGATION IN THE TAHOE AREA FOR FY2014-15**

WHEREAS, this Agreement is made and entered into, as of July 1, 2014, and will commence per the terms as outlined below, by and between the COUNTY OF PLACER, ("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, Scope of Work. NTBA shall provide said services at the time, place, and in the manner specified in Exhibit A.
- II. PAYMENT. County shall pay NTBA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit B, up to a maximum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000). The payments specified in Exhibit B 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 B.
- III. GENERAL PROVISIONS. The General Provisions set forth in Exhibit C 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 12 months commencing July 1, 2014 and ending June 30, 2015 unless canceled by either party pursuant to the cancellation provisions herein.

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: _____

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 July 1, 2014 through June 30, 2015

NTBA 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 district between Carnelian Bay and Crystal Bay 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

Ongoing Main Street Implementation in Bay to Bay District

- Assist with commercial revitalization and vitality
- Advocate for and engage in activities and programs that improve quality of life
- Information source and conduit for the business community and visitors
- Provide educational opportunities to business and community members; minimum three annual, free small business seminars
- Produce and assist with special events
- Build awareness of unique district attributes, and draw visitors through in-market marketing
- Provide input on design features and community character topics
- Build organizational capacity so that NTBA can effectively fulfill its scope of work

See below Focus Area purposes, goals and priority strategies for 2014-15.

For NTBA's full scope of work refer to NTBA's 3-Year Strategic Plan

Focus Area "A" - Business Revitalization

Purpose:

- Advocate for business sustainability, expansion, recruitment programs in order to build district commercial assets and vitality
- Communications: serve business community as an information provider and 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:

- Assist Placer County with its programs to increase business sustainability and for attraction of investment in the District
- Serve local business community throughout KBCCIP construction phase (see detailed Business Mitigation Strategy section which follows)

Priority Strategies

- **New** - Assist with Placer County's Tahoe Basin Economic Development Investment Incentives within the District, may include:
 - Compile Baseline Business Assessment Resource through property owner survey
 - Outreach within the District regarding Placer County Investment Incentive Programs such as:
 - Financing Options
 - Reimbursement Methodologies
 - System for banking and distribution of land use commodities

- **New** - Assist with Catalyst Project Process Development and Execution in Kings Beach, Tahoe Vista and Carnelian Bay, may include:
 - Compile stakeholders list
 - Outreach to stakeholders
 - Organize and participate in stakeholder meetings
 - Assist Placer County in facilitating process
 - Assist with documentation of progress/outcomes
- **New** – Participate in and assist with if appropriate California State Parks and California Tahoe Conservancy with Kings Beach and Tahoe Vista visioning processes

Business Revitalization – KBCCIP Business Mitigation Strategy / Open for Business Campaign

Purpose:

Develop, execute, and review/measure Open for Business Campaign used in Kings Beach Commercial Core Improvement Project (KBCCIP) construction seasons to achieve the following

Goals:

- Maintain business and tax levels
- Minimize negative impacts
- Educate and empower business and property owners
- Promote a positive image of Kings Beach to offset customers' short-term inconveniences
- Provide incentives to do business in and visit Kings Beach during construction

Priority Strategies:

- Tips for Success During Construction Guide
 - developed and distributed in April 8, 2014
 - update as necessary throughout KBCCIP construction
- **New** - Execute Open for Business Marketing Campaign for Construction Year 1, to enhance Placer County DPW's community communications strategy. To include:
 - Campaign logo
 - Campaign tagline
 - Call to action / incentive(s) to visit and spend money in Kings Beach
 - Marketing Plan which may include print, radio, online and TV advertising, social media, email marketing, and onsite/outdoor advertising such as banners, signage, posters and in-business displays
 - High-level KBCCIP information on NTBA website and link to DPW's website
- **New** – Review and analyze Open for Business Marketing Campaign Construction Year 1 effectiveness and results (fall/winter 2014)
- **New** – Using above, develop and execute refined Open for Business Marketing Campaign for Construction Year 2 (spring-fall 2015)

Focus Area “B” - 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: Build awareness of and draw visitors and residents to the District through NTBA efforts and partnership / co-op efforts

Priority Strategies:

- Continue with 14 successful NTBA produced special events and maximize revenues
 - Kings Beach Snowfest Parade
 - Clean Up Day
 - Music on the Beach (9 concerts)
 - July 3rd Fireworks & Beach Party
 - Passport to Dining
 - NTBA Holiday Party
 - Assist with Fine Arts & Crafts on the Shore, "Detours" Art Exhibition (new), Ironman Lake Tahoe, and Holiday Tree Lighting
- **New** - Further increase NTBA website Search Engine Optimization (SEO) and provide increased exposure to NTBA members and for North Lake Tahoe in general
 - NTBA Blog
- **New** - Develop expanded and documented social media strategy with specific goals and measurements
- Execute strategic Marketing Plan for NTBA events and Open for Business Campaign (funded through Community Marketing Partner Grant, see below)
- **New** - Ongoing and expanded participation and leadership on Business Association Chamber Coalition (BACC) including co-op programs such as Shop Local Contest, Touch the Lake, High Notes, Special Event Grant Process, etc.
- **New** - Understand California State Parks and California Tahoe Conservancy's policies and procedures for event venues and adapt NTBA's events accordingly

Focus Area "C" - Community Design

Purpose:

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

Goals:

- Partner to implement a public art program in order to demonstrate the strong sense of place in the District and begin to diversify North Lake Tahoe's tourism economy.
- Improve the aesthetic appeal of the District through beautification efforts and/or projects or programs that enhance social well being

Priority Strategies:

- **New** - Partner with North Tahoe Arts, Tahoe Truckee Community Foundation, and Tahoe Public Art Fundraising Subcommittee on all aspects of launching a Tahoe Public Art program throughout North Lake Tahoe
- **New** - Assist with obtaining \$500,000-\$750,000 funding for Tahoe Public Art Program
- **New** - Participate in call to artists, jury selection and artist selection process for permanent installations in each of the two new Kings Beach roundabouts
- **New** - Assist with "Detours" Art Exhibition and Reception scheduled for Aug/Sept. 2014
- **New** - Develop and design Street Light banner strategy

Focus Area "D" - Organizational Capacity / Administrative

Purpose:

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

Goals:

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

Priority Strategies:

- Increase Membership by 10%
- **New** - Create Volunteer Expansion Work Plan and volunteer metrics to measure results
- **New** - Begin to explore Partner Strategy
 - Explore best way to deliver services to the business community while reducing redundancy and confusion, decreasing duplicity of membership dues and increasing efficiency and levels of service
 - SWAT analysis
- Explore and apply for alternative and expanded funding sources and revenue
 - **New** - TRPA On Our Way Grant application to be submitted 2014
- **New** - Develop relationship with California State Parks and California Tahoe Conservancy for NTBA's best interests and represent the interests of the North Tahoe business community

EXHIBIT B

Funding Request for July 1, 2014-June 30, 2015

Main Street Implementation - \$75,000

NTBA has been successful at partnering with Placer County to implement the Main Street Four Point Approach in the Bay to Bay District between Carnelian Bay and Crystal Bay since 2004. NTBA has followed the approach and worked with property and business owners, along with concerned citizens, to have more involvement and control of their community's future with the goal of strengthening existing businesses and creating opportunities for new ventures to develop. Since 2004, NTBA has leveraged Placer County's investment through thousands of volunteer hours, thousands of dollars raised from external sources, and increased the organizational capacity.

Since 2004, the way business is conducted has changed considerably, specifically in terms of marketing, communicating and working through the Internet, email and social media. A significant increase in NTBA staff time is required to serve and provide value to our members through these channels that didn't exist in 2004. NTBA has absorbed and effectively managed and executed these increased programs, outreach, advocacy that didn't exist just a few short years ago. It is important to acknowledge the success and results that NTBA has had over the past few years.

Some NTBA Accomplishments over the past few years include:

- 22% membership increase since 2011
- 7 Quarterly small business seminars since February 2012
- Assisted with the successful passing of the Benefit Assessment District which was a weighted vote of property owners to assess themselves for ongoing maintenance of KBCCIP (first Assessment District in Lake Tahoe region to be passed)
- Laid the foundation and raised the initial funding for a Public Art program in 2012-13 to complement the streetscape and circulation improvements being executed by the County for the KBCCIP
- Expanded NTBA's 1.5-2 person staff to a 2.5-2.75 person staff and has been successful at balancing the budget and managing the association's increased workload

It is with great pride and professionalism that the NTBA executes on its scope of work.

2014-15 Main Street Implementation Expanded Scope of Work

Includes ongoing scope of work outlined in NTBA's 3-Year Strategic Plan, plus the following ***new strategies***:

Business Revitalization:

- Assist Placer County with Tahoe Basin Economic Development Investment Incentives
- Assist Placer County with Catalyst Projects in Kings Beach and Tahoe Vista
- Participate in and assist with if appropriate California State Parks and California Tahoe Conservancy with Kings Beach and Tahoe Vista visioning processes

Events, Marketing & Promotions:

- Further increase NTBA website Search Engine Optimization (SEO) and provide increased exposure to NTBA members and for North Lake Tahoe in general
- Develop expanded and documented NTBA social media strategy with specific goals and measurements
- Participation and leadership on Business Association Chamber Coalition (BACC) including co-op programs such as Shop Local Contest, Touch the Lake, High Notes, and Special Event Grant Process, etc.
- Understand California State Parks and California Tahoe Conservancy's policies and procedures for event venues and adapt NTBA's events accordingly

Community Design:

- Partner with North Tahoe Arts, Tahoe Truckee Community Foundation, and Tahoe Public Art Fundraising Subcommittee on all aspects of launching a Tahoe Public Art program throughout North Lake Tahoe
- Assist with obtaining \$500,000-\$750,000 funding for Tahoe Public Art Program
- Participate in call to artists, jury selection and artist selection process for permanent installations in each of the two new Kings Beach roundabouts
- Assist with "Detours" Art Exhibition and Reception scheduled for Aug/Sept. 2014
- Develop and design Street Light banner strategy

Organizational Capacity:

- Begin to explore Partner Strategy
- Explore and apply for alternative and expanded funding sources and revenue
- Develop relationship with California State Parks and California Tahoe Conservancy for NTBA's best interests and the best interests of the North Tahoe business community

Business Mitigation Strategy / Open for Business Campaign, Year 2 - \$30,000

NTBA's 2013-14 contract with Placer County includes \$33,000 for the development and implementation of a Business Mitigation Strategy / Open for Business Marketing Campaign to assist businesses with sustaining business levels during the first year of KBCCIP. When the funding was requested and approved in fall 2013, it was agreed that the campaign and funding would be necessary for subsequent construction seasons. Year 2 Funding will include the following scope of work:

- Execute Open for Business Marketing Campaign for Construction Year 1 (July 1-September 30), to enhance Placer County DPW's community communications strategy.
- Review and analyze Open for Business Marketing Campaign Construction Year 1 effectiveness and results (fall/winter 2014)
- Using above, develop and execute refined Open for Business Marketing Campaign for Construction Year 2 (spring-fall 2015)

Community Marketing Partner Funding - \$10,000

On an annual basis, NTBA has been awarded and effectively managed and leveraged \$10,000 Community Marketing Partner Grant through the NLTRA Business Association Chamber Coalition Committee (BACC)/Chamber Advisory Committee. The grant is used for in-market advertising of the District as a whole and for in-market marketing of NTBA's 14 special events through print, radio, TV, and online advertising as well as social media, posters, banners, handbills, etc. NTBA effectively leverages this marketing investment with trade media whenever possible. This \$10,000 Special Event expenditure shall be consistent with marketing goals approved in consultation with the North Lake Tahoe Resort Association Business Association/Community Collaborative. A presentation outlining expenditures and return on the investment shall be provided to the BACC.

North Tahoe Business Association (NTBA) auto payments to be disbursed as follows:

Auto Pay Dates*	Main Street Implementation	Business Mitigation Strategy	Community Marketing Partner	Total Payment
August 1	\$ 6,250	\$10,000		\$ 16,250
September 1	\$ 6,250			\$ 6,250
October 1	\$ 6,250			\$ 6,250
November 1	\$ 6,250			\$ 6,250
December 1	\$ 6,250			\$ 6,250
January 1	\$ 6,250		\$10,000	\$ 16,250
February 1	\$ 6,250			\$ 6,250
March 1	\$ 6,250			\$ 6,250
April 1	\$ 6,250	\$10,000		\$ 16,250
May 1	\$ 6,250			\$ 6,250
June 1	\$ 6,250			\$ 6,250
July 1	\$ 6,250	\$10,000		\$ 16,250
Total	\$ 75,000	\$30,000	\$10,000	\$ 115,000

EXHIBIT C

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