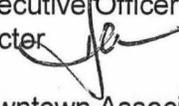


To: Honorable Board of Supervisors

Date: June 17, 2014

From: David Boesch, County Executive Officer
By, David C. Snyder, Director 

Subject: Contract – Tahoe City Downtown Association in the amount of \$75,000

ACTION REQUESTED

1. Adopt a Resolution authorizing the County Executive Officer, or designee, to execute an Economic Development Services Contract for outreach and promotional services in the Tahoe area with the Tahoe City Downtown Association in the amount of \$75,000 for FY 2014-15, funded by Tahoe Transient Occupancy Tax at no net County cost.

BACKGROUND - TCDA

Since its inception in 2004, the primary mission of the Tahoe City Downtown Association, (TCDC) has been to enhance and promote a vibrant and prosperous commercial and social center for the residents of and visitors to Tahoe City. The majority of TCDA's programs, events, and activities are designed to rejuvenate the downtown corridor through new and repeat visitation. In the past year, the organization continued implementation of the main street program model with daily outreach to local businesses, owners/managers and staff regarding TCDA events and activities including the concerts at Commons Beach, Fine Arts Festival, Farmer's Market and Autumn Food and Wine. Emphasis was placed on development and enhancement of the TCDA as a viable main street business organization with recruitment of "premiere" members, strategic planning, TRPA Regional Plan Update awareness and participation.

In the upcoming year, TCDA will focus on continued liaison between business/property owners and Placer County; outreach to new membership prospects; participation and input into the implementation of the TRPA Regional Plan update and North Lake Tahoe Community Plans. Planning, promotion and production of Tahoe City events and activities will remain a core function. Collaboration and leveraging with the NLTRA and NTBA, the West Shore Association, Squaw Valley Business Association, and Sierra Sun will remain a focal point.

ENVIRONMENT IMPACT

These actions are for the approval of a services contract only. As such it does not constitute a project and is exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) section 15061 (b)(3). Any subsequent projects as defined under CEQA that the TCDA may perform are subject to CEQA.

FISCAL IMPACT

Funding of \$75,000 is included in the Economic Development Proposed FY 2014-15 budget and is derived from Tahoe Transient Occupancy Tax at 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:

Resolution No: _____

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE SERVICES CONTRACT BETWEEN THE OFFICE OF ECONOMIC DEVELOPMENT AND THE TAHOE CITY DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$75,000.

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 Tahoe City Downtown Association in its efforts to implement the Tahoe City Business Expansion/Attraction Strategy and Main Street Program;

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

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 approves the authorization of the County Executive Officer or Designee to execute a services contract between Office of Economic Development and the Tahoe City Downtown Association.

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

CONTRACT NO. _____

Begins: July 1, 2014
Ends: June 30, 2015
ADMINISTERING
AGENCY: Economic Development

WHEREAS, this Agreement is made and entered into, as of July 1 2014, and will commence the terms of agreement, by and between the COUNTY OF PLACER, a ("County") and the TAHOE CITY DOWNTOWN ASSOCIATION ("TCDA"), a nonprofit corporation, who agree as follows:

- I. SERVICES. Subject to the terms and conditions set forth in this agreement, TCDA shall provide the services described in Exhibit A. TCDA shall provide said services at the time, place, and in the manner specified in Exhibit A, Scope of Work.
- II. PAYMENT. County shall pay TCDA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of **SEVENTY-FIVE THOUSAND (\$75,000)**. The payments specified in Exhibit A shall be the only payments made to TCDA 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. TCDA 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 TCDA 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 TCDA 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 TCDA until the COUNTY is satisfied that work of such value has been rendered by the TCDA 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 TCDA.

IX. TERM. The term of this contract is for twelve (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: _____

TAHOE CITY DOWNTOWN ASSOCIATION

By: Gary Davis
Gary Davis, President

Dated: 6/5/14

By: Katherine Hill
Katherine Hill, Vice President

APPROVED AS TO FORM:

By: _____
Gerald O. Carden, County Counsel

EXHIBIT A
2014-2015 SCOPE OF SERVICES
TAHOE CITY DOWNTOWN ASSOCIATION

Listed below is the scope of services and specific deliverables for the Tahoe City Downtown Association (TCDA) to maintain and expand a Main Street Program.

1. The TCDA will continue to implement the Main Street Program model in Tahoe City. TCDA's implementation will include committees for membership, events, marketing, and executive management. Priorities will include:
 - Strengthen TCDA's Capacity: Building membership and staffing
 - Produce great events to strengthen and build community
 - Serve a catalyst for innovation
 - Advocate for a better Tahoe City
 - Implement creative marketing
 - Reinforce, grow and diversify financial foundation
2. The TCDA will work with County Economic Development staff and other county staff to further develop, expand, and enhance the TCDA as a viable Main Street business organization by serving as a liaison between the business and property owners in Tahoe City and the County.
3. The TCDA will continue to work towards becoming an increasingly financially sound and self-sustaining business organization as measured by P&L, membership, local sales tax, and TOT. Priorities will include:
 - Recruitment of additional sponsors for events and initiatives.
 - Expanded membership recruitment and development
 - Pursuit of appropriate public and private grant opportunities.
 - Development of donor support.
4. The TCDA will continue to serve as the primary liaison for businesses and property owners in Tahoe City, including the ongoing support of long range plans for the development and implementation of a local "vision" plan complementary to the TRPA Regional Plan Update and Placer County Community Plan.
5. The TCDA will continue to develop and provide oversight of events and activities that will promote the social and economic well-being of Tahoe City. Marquee events will include: Concerts at Commons Beach, Solstice Festival (Wine Walk), 4th of July Fireworks and Street Faire, Farmers' Markets, Harvest Festival / Oktoberfest and more.
6. The TCDA will continue to collaborate with Placer County on the implementation of economic development projects and programs. Specific projects may include work with multiple Tahoe opportunity projects, a revolving loan fund for renovation upgrade of existing properties, North Tahoe BAN/Economic Development Outreach & Service Assessment.

7. The TCDA will continue to produce a periodic electronic mail newsletter, and will maintain a public website promoting events, activities, programs, as well as opportunities, initiatives, and issues relevant to businesses and property owners in Tahoe City. The TCDA will also develop presence on social media, including FaceBook as a vehicle for communication and promotion with visitors and residents of Tahoe City.
8. The TCDA will continue to promote the economic well being of Tahoe City through marketing collateral not limited to published community events calendars, membership brochures, and walking maps, including the distribution of this collateral throughout the North Lake Tahoe region, and Placer County
9. The TCDA will meet with appropriate Economic Development staff as requested to discuss challenges and opportunities for Tahoe City.
10. The TCDA will present annual updates to the Placer County Board of Supervisors outlining tasks completed and subsequent plans.

PAYMENT FOR SERVICES RENDERED

The Office of Economic Development shall pay TCDA for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A, up to a maximum of Seventy-Five Thousand Dollars (\$75,000).

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

Service Month	Auto Pay Dates*	Main Street Operations
July	August 1st	\$5,416.66
August	September 1st	\$5,416.66
September	October 1 st	\$5,416.66
October	November 1 st	\$5,416.66
November	December 1 st	\$5,416.66
December	January 1 st	\$5,416.66
January	February 1 st	\$5,416.66
February	March 1 st	\$5,416.66
March	April 1 st	\$5,416.66
April	May 1 st	\$5,416.66
May	June 1 st	\$5,416.66
June	July 10 th *	\$5,416.66
	Total Pmt. Amts.	\$75,000.00

A detailed monthly performance report of contacts/meetings with area business and property owners on Main Street projects and programs will be due to the Office of Economic Development by 10th of each month to continue the auto payment schedule. Failure to meet said deadline, will revoke auto pay and a written invoice and report will be due to continue payments instead. The aforementioned will be implemented at a not-to-exceed total contract amount of \$75,000 including expenses and incidental costs. *Upon expiration of subject agreement on June 30, 2015, the Association will have ten (10) 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 TCDA shall be independent contractors and at no time shall employees of the TCDA be employees of the County. County shall have no right to control TCDA's performance hereunder except only insofar as is necessary to assure that the County receives acceptable services from TCDA pursuant to this Agreement. County shall not have the right to control the means by which TCDA accomplished services rendered pursuant to this Agreement, and shall therefore, not be responsible for willful or negligent acts of TCDA.

2. Licenses, Permits, Etc. TCDA represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for TCDA to practice its profession. TCDA represents and warrants to County that TCDA 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 TCDA to practice its profession at the time the services are performed.

3. Time. TCDA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of TCDA'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: TCDA 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 TCDA 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. TCDA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the TCDA. TCDA 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 TCDA or the COUNTY or to enlarge in any way the TCDA'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 TCDA'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:

TCDA 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 TCDA'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 TCDA.

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 TCDA, 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 TCDA 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 TCDA 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 TCDA 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:

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

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

13. Assignment Prohibited. TCDA 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. TCDA 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 TCDA is engaged. All products of whatsoever nature which TCDA 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 TCDA'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.

Stacie Lyans, Executive Director, is the authorized representative for the TCDA and will administer this Agreement for the TCDA. 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 TCDA should be delivered to:
Stacie Lyans, Executive Director
Tahoe City Downtown Association
P.O. Box 6744
Tahoe City, California 96145
(530) 583-3348 Fax: (530) 583-3098

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, TCDA shall immediately cease rendering service upon receipt of such written notice, and the following shall apply:

- A) TCDA 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 TCDA pursuant to this Agreement.
- C) County shall pay TCDA the reasonable value of services rendered by TCDA to the date of termination pursuant to this Agreement not to exceed the amount documented by TCDA 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 TCDA had TCDA completed the services required by this Agreement. In this regard, TCDA 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 TCDA. In the event of a dispute as to the reasonable value of the services rendered by TCDA, 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 TCDA agrees to deliver reproducible copies of such documents to County on completion of the services hereunder.

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

19. Taxation of Possessory Interests. TCDA understands that this agreement may create a taxable possessory interest and that this paragraph provides TCDA 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 TCDA 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 TCDA. TCDA 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. TCDA 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 TCDA 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.

