



MEMORANDUM
COUNTY OF PLACER
Office of Economic Development

DATE: Tuesday, June 16, 2015
TO: Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer
David C. Snyder, Director
SUBJECT: Contract – North Tahoe Business Association in the amount of \$100,000

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 \$100,000 for outreach and promotional services and business impact mitigation in the Tahoe area for the FY 2015-16. Funding is available as a budgeted net county cost in the Community and Agency Support (\$10,000) and Lake Tahoe Tourism and Promotions (\$90,000) 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 dramatically. Small business seminars, marshalled support of property owners and the business community behind the successful passing of the Benefit Assessment District and coordinated the development and implementation of a Business Mitigation Strategy/Open for Business Marketing Campaign to assist businesses to sustain business levels during the Kings Beach Commercial Core Improvement Project (KBCCIP); and galvanized community support 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; continue to distribute the "Tips for Success During Construction Guide;" produce 12 community events including SnowFest, Music on the Beach, July 3rd Fireworks, Passport to Dining and eight others; and strengthen the organizational character of NTBA. In FY 2015-16 NTBA will expand its scope of work to include working closely with the County to develop economic development incentive business plans; assist in identifying opportunity projects; compile a baseline business assessment resource; conduct a Kings Beach Marketing Analysis; create a networking and referral group; restructure the Economic Vitality committee; launch a "Local Forge" web portal to package tourism products; develop, implement and administer the Street Light Banner Program; and partner with NLTRA on way-finding signage. Execute Open for Business Marketing Campaign Construction Year 2; enhance promotional and event marketing activities; partner with North Tahoe Arts and others to plan and produce a Kings Beach Roundabout Public Art unveiling and event.

FISCAL IMPACT

The funds to cover the \$100,000 contract amount are included in the FY 15-16 requested budgets of Community and Agency Support (\$10,000) and Lake Tahoe Tourism and Promotions (\$90,000) Transient Occupancy Tax Revenue collected in the North Lake Tahoe area.

Attachments: Resolution and Services Contract

cc: Gerald O. Carden, County Counsel
Allison McCrossen Administrative Services Officer
Jennifer Merchant, Deputy CEO, North Lake Tahoe

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

In the matter of:

Resol. No: _____

**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 \$100,000**

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer

at a regular meeting held **Tuesday,** _____ 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 \$100,000 for the balance of FY 2015-16.

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 FY2015-16**

WHEREAS, this Agreement is made and entered into, as of **July 1, 2015**, 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 THOUSAND DOLLARS (\$100,000). 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, 2015 and ending June 30, 2016 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: _____
Michael Gelbman, President

Dated: _____

By: _____
Steve Miller, 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, 2015 through June 30, 2016

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 NTBA District

- Assist with commercial revitalization and vitality
- Advocate for and engage in activities and programs that improve quality of life
- Serve as information source and conduit for the business community and visitors
- Provide educational and networking opportunities to business and community members; minimum three annual, free small business seminars and new Networking & Referral Group
- Produce and assist with special events
- Build awareness of unique district attributes, and draw visitors through website, email marketing, social media and 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 2015-16

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

Focus Area "A" - Business Revitalization

Purpose:

- Advocate for business sustainability, expansion, and recruitment programs in order to build district commercial assets and vitality
- Serve business community as an information provider and conduit on various issues that results in economic and quality of life benefits
- Support business members via offerings that strengthen their skills and connections to each other

Goals:

- Continue to serve local business community throughout KBCCIP construction phase (see details below)
- *New* – Conduct Kings Beach Market Analysis including outreach to existing property and business owners
- *New* - Revitalization / recruitment strategies with the help of Placer County staff to attract ideal businesses to develop or open their business in Kings Beach

Priority Strategies

- Continue to assist with and participate in KB Stakeholder Meetings and "Opportunity" Projects in Kings Beach
- *New* - Outreach about Revolving Loan Fund to replace RDA loans once it is developed by Placer County staff
- *New* – Create new Networking & Referral Group and host/participate in bi-weekly meetings

- *New* - Participate in and conduct outreach about KBSRA General Plan process, CTC Kings Beach Pier process, and Hwy 267 Roundabout & Kings Beach Boardwalk processes as appropriate.
- *New* - Restructure Economic Vitality Committee with goal to include property and business owners who serve to benefit most from development/re-development efforts
- *New* - Execute Kings Beach Market Analysis & Business Revitalization strategies as appropriate following Salem, Oregon Workbook
- *New* - Assist with the execution of Placer County's Economic Development Investment Incentive Plan and Business Plan in Kings Beach as appropriate
- *New* - Participate in and stay abreast of the completion of NLT Community Area Plans including new parking requirements and programs

Business Revitalization - KBCCIP 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:

- Review and analyze Open for Business Marketing Campaign Construction Year 1 effectiveness and results
- Using above, develop and execute Open for Business Marketing Campaign for "Phase 2 Core of the Core" Construction Year 2 (summer-fall 2015) to enhance Placer County DPW's community communications strategy
- *New* - Review and analyze Open for Business Marketing Campaign Construction Year 2 effectiveness and results
- *New* - Using above and understanding differences between "Gateway to the Core" versus "Core of the Core" construction needs, develop and execute Open for Business Marketing Campaign for "Gateway to the Core" Construction Year 3 (2016) to enhance Placer County DPW's community communications strategy

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 12 successful NTBA produced special events and maximize revenues

- Kings Beach Snowfest Parade
- Clean Up Day
- Music on the Beach (7 concerts)
- July 3rd Fireworks & Beach Party
- Passport to Dining
- NTBA Holiday Party & Annual Membership Meeting
- Further increase NTBA website Search Engine Optimization (SEO) outlined in 2015 Marketing Plan and provide increased exposure to NTBA members and for North Lake Tahoe in general
- Develop expanded and documented social media strategy with specific goals and measurements outlined in 2015 Marketing Plan
- Execute strategic 2015 Marketing Plan for NTBA district and events (funded through Community Marketing Partner Grant, see below) and Open for Business Campaign
- *New* – Develop work plan to partner to plan and produce one or two additional, new special events for 2016
- *New* - Implement “Local Forge” web portal as a way to package tourism-related products/services; portal integrated into NTBA website and applicable NTBA members’ websites
- *New* - Plan and produce Kings Beach Roundabout Public Art Unveiling and Event

Community Marketing Partner Funding

- 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.
- Starting in 2014-15, NTBA’s Community Marketing Partner \$10,000 funding is included in NTBA’s annual contract with Placer County.
- The funding is to specifically be used for advertising of the District as a whole and/or for marketing of NTBA’s 12 special events through print, radio, TV, online, social media, posters, banners, handbills, etc. to deliver the best return on investment.
- NTBA is to leverage this marketing investment with trade media whenever possible.
- This \$10,000 marketing funding shall be allocated consistent with marketing goals and approved in consultation with the North Lake Tahoe Resort Association Business Association/Community Collaborative (BACC).
- A presentation outlining expenditures and return on the investment shall be provided to the BACC annually.

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* - Assist Placer County with development, implementation and administration of Street Light banner program for downtown Kings Beach
- *New* – Continue to participate in Tahoe Public Art consortium, Tahoe Public Art Fundraising Committee and activities and partner to install Kings Beach Roundabout Art and all aspects of the Tahoe Public Art program throughout North Lake Tahoe

- *New* – Partner with NLTRA on wayfinding / informational signage in KBCCIP and throughout NTBA District

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%
- Create Volunteer Expansion Work Plan and volunteer metrics to measure results
- Continue to seek additional outside funding sources
- Continue to explore the best way for NTBA and other business/downtown associations and NLT Chamber 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
- *New* – Schedule and Staff & Board participate in facilitated Board Retreat to develop 2016-18 Strategic Plan
- *New* – Recruit new Board members – two for 2015 and three additional for 2016

EXHIBIT B

NTBA auto payments to be disbursed as follows:

Auto Pay Dates*	Main Street Implementation	Business Mitigation Strategy	Community Marketing Partner	Total Payment
August 1, 2015	\$ 6,250			\$ 6,250
Sept. 1, 2015	\$ 6,250			\$ 6,250
October 1, 2015	\$ 6,250			\$ 6,250
November 1, 2015	\$ 6,250			\$ 6,250
December 1, 2015	\$ 6,250			\$ 6,250
January 1, 2016	\$ 6,250	\$5,000	\$10,000	\$ 21,250
February 1, 2016	\$ 6,250			\$ 6,250
March 1, 2016	\$ 6,250			\$ 6,250
April 1, 2016	\$ 6,250	\$5,000		\$ 11,250
May 1, 2016	\$ 6,250			\$ 6,250
June 1, 2016	\$ 6,250	\$5,000		\$ 11,250
July 1, 2016	\$ 6,250			\$ 6,250
Total	\$ 75,000	\$15,000	\$10,000	\$ 100,000

Membership & Sponsorship Benefits received by Placer County

Placer County receives the following NTBA "Elite" Member Benefits:

NTBA Online Business Directory listing including logo or photo and 100-word description and category listing(s)

Logo and weblink on all NTBA website pages, rotating with other Elite members

Logo and weblink on multiple NTBA webpage sidebars

Logo on all NTBA General ENewsletters distributed tri-weekly

Unlimited articles in NTBA tri-weekly General Enewsletter

Logo on all NTBA Member-Only Enewsletters

Verbal recognition at all NTBA-produced events

Opportunity to include unlimited events on NTBA online calendar of events

Opportunity to contribute unlimited blog posts on NTBA homepage

Recognized as renewing member with logo and weblink in NTBA tri-weekly General Enewsletter

Presence at one NTBA event: Clean Up Day, Music on the Beach, July 3rd Fireworks & Beach Party; upon approval

Collateral Distribution at NTBA Information Desk

Placer County receives the following Sponsor Benefits associated with NTBA Events listed below:

Music on the Beach 2015

1. Your color logo on:
 - a. The bottom of 3' x 10' banner at the at the Coon Street roundabout; displayed (mid June - August 7)
 - b. Bottom of posters (150 distributed throughout North Lake Tahoe a Truckee starting early June)
 - c. Handbills (2,000 distributed at local retailers and restaurants throughout North Lake Tahoe and Truckee starting early June)
 - d. Print advertisements ran in publications distributed in North Lake Tahoe, South Lake Tahoe and Truckee
 - e. Dedicated NTBA event webpage; live year-round (2,057 page views in 2014)
 - f. NTBA's online event calendar listings (7)
2. Listed on:
 - a. Two vertical banners displayed at each concert (7) on each side of the stage
 - b. As sponsor in NTBA press release(s) about event
3. At-Concert Benefits:
 - a. Verbal recognition at least two (2) times over PA system at all seven (7) concerts

July 3rd Fireworks & Beach Party 2015

1. Color logo included on:
 - a. All event marketing collateral and print advertising
 - b. Dedicated NTBA event webpage; live year-round (2,716 page views in 2014) and promoted from homepage from mid May - mid July
 - c. NTBA's online event calendar listing
 - d. Event banners to be displayed at the venue
2. Listed as a sponsor:
 - a. in NTBA E-Newsletter(s) article about event
 - b. in NTBA press release(s) about event
3. Thanked over the PA system as a sponsor a minimum of three (3) times at the Beach Party

Passport to Dining 2015

1. Color logo included on:
 - a. All event marketing collateral and print advertising
2. Thanked over the PA system as a sponsor a minimum of three (3) times

Kings Beach Snowfest Parade 2016

1. Your prominent color logo on:
 - a. Sponsor Thank You banner carried in the parade
 - b. Event flyer
2. Listed as a Sponsor:
 - a. On two vertical banners at the announcing area at the Bear Street roundabout in Kings Beach
3. Complimentary parade entry fee
4. At least three (3) mentions/recognition by emcee from parade announcing stand

Clean Up Day 2016

1. Color logo on:
 - a. 2 vertical banners at registration area and volunteer party
 - b. Posters (100 distributed Carnelian Bay to Crystal Bay)

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.