

AGREEMENT FOR SERVICES

This Agreement, dated [REDACTED], 2021, is by and between the County of Placer, hereinafter referred to as the "County," and the North Lake Tahoe Resort Association, Inc., hereinafter referred to as "Contractor," collectively referred to as the "Parties."

RECITALS

A. On March 9, 2021, the Board of Supervisors adopted Resolution number [REDACTED], hereinafter the "Resolution," creating the North Lake Tahoe Tourism & Business Improvement District, hereinafter "NLTTBID," in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., hereinafter the "1994 Law."

B. Contractor was designated in the Resolution and NLTTBID Management District Plan as the Owners' Association in accordance with Streets and Highways Code section 36612, and the entity responsible for managing the operations of the NLTTBID.

C. Streets and Highways Code section 36651 requires the County contract with the Owners' Association for provision of NLTTBID services.

D. Each Party is willing to provide services to the other Party on the terms and conditions set forth in this Agreement, and in accordance with the NLTTBID Management District Plan.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Engagement. County hereby retains Contractor to provide the services described in Exhibit A, and Contractor accepts such engagement.
2. Payment. County shall forward to Contractor all NLTTBID assessment funds collected within thirty (30) days of collection, less any County administrative fees as authorized in the NLTTBID Management District Plan.
3. Term. The term of this Agreement shall begin on the last date signed by all Parties, and end five (5) years from its start date, or, if the NLTTBID is disestablished before the five (5) year term limit, the effective date of NLTTBID disestablishment.
4. Termination/Disestablishment. The County has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor upon adoption of a resolution disestablishing the NLTTBID pursuant to the 1994 Law. Per the 1994 Law, such a resolution may only be adopted if (1) the County Board of Supervisors finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district and a noticed hearing on disestablishment is held, or (2) in the thirty-day period following the anniversary of the NLTTBID's formation, business owners

paying fifty percent (50%) or more of the assessment file a written protest with the County and a hearing on disestablishment is held. Any retention of NLTTBID revenues by Contractor shall comply with the 1994 Law.

5. Indemnification.

A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

B. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify Contractor, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of County, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor may participate in the defense of any such claim without relieving County of any obligation hereunder.

6. Insurance. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude County from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

A. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Contractor further assures that it will comply with such provisions before commencing the performance of work under this Agreement. Contractor shall furnish to County certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of Contractor's and subcontractors' employees. Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense. Neither Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

B. Contractor shall furnish to County certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

(1) Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.

(2) Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

7. Independent Contractor. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and the County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

A. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state Workers' Compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

D. Contractor agrees to perform its work and functions at all times in strict accordance with all applicable federal, state, county and County laws, resolutions, regulations, titles, departmental procedures and currently approved methods and practices in the field; and that the sole interest of County is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with standards required by the County.

E. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

8. Conformity with Law.

A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, resolutions, codes and regulations of governmental agencies, including

federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

9. Taxes. Payment of all applicable federal, state and local taxes shall be Contractor's sole responsibility.

10. Ownership of Documents.

A. All copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies), respecting in any way the subject matter of this Agreement, shall remain the property of the Contractor as instruments of service. However, Contractor understands and agrees County shall have free access to all such copyright and other use rights materials with the right to make and retain copies of all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies).

B. The County's rights under this Section shall not extend to any computer software used to create such Documents and Materials.

C. Contractor shall maintain all documents and records in accordance with the California Public Records Act, Government Code section 6250 et seq.

11. Conflicts of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with performance of services required under this Agreement.

12. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

C. Overnight Delivery: When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

D. Electronic Mail: When the recipient, by an email sent to the email address for the sender stated in this section, acknowledges having received that email, with an automatic "read receipt" constituting acknowledgment of an email for purposes of this section.

E. Addresses for purpose of giving notice are as follows:

<p>To County:</p> <p>County Executive Office 175 Fulweiler Avenue Auburn, CA 95603</p> <p>Email Address: [REDACTED]</p>	<p>To Contractor:</p> <p>North Lake Tahoe Resort Association Jeffery Hentz 100 North Lake Blvd, 2nd Floor Tahoe City, CA 96145</p> <p>Email Address: jeff@gotahoenorth.com</p>
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E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

F. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

13. Use of County Property. Contractor shall not use County property, including equipment, instruments and supplies, or personnel for any purpose other than in the performance of its obligations under this Agreement.

14. Equal Employment Opportunity Practices Provisions. Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

15. Compliance with Licensing Requirements. Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, and file copies of same with the County.

16. Audits and Records Access.

A. Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement of NLTTBID assessment funds, and shall furnish to the County, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or

information as the County may require with regard to any such expenditure or disbursement charged by Contractor.

B. Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. Contractor shall comply with the California Public Records Act.

C. Contractor shall not be required to conduct an annual audit. However, if the County has a reasonable basis to believe that expenditures have not been consistent with the NLTBID Management District Plan, the 1994 Law, or any other applicable laws, the County may request an audit of expenditures for the period in question.

17. Documents and Materials. Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, defined as any and all documents, contracts, subcontracts, receipts, invoices, plans, and other paper or electronic writings and other materials used for the provision of services under this Agreement.

18. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. Choice of Law. This Agreement, and any dispute arising from the relationship between the Parties hereto, shall be governed by the laws of the State of California. Any litigation arising out of or in connection to this Agreement shall be venued in the County of Placer.

20. Advertising or Publicity. Contractor shall not use, reproduce or copy the seal of the County and shall not represent the County in an official capacity as spokesperson or officer or agent or use the name County of Placer, or the names of the County's officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the County in each instance unless set forth in this Agreement. Nothing in this section prohibits Contractor from using the name North Lake Tahoe Tourism & Business Improvement District or County of Placer for regional identification for promotion and marketing of the NLTBID.

21. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties.

22. Modification of Agreement. This Agreement may be supplemented, amended or modified only by mutual agreement of the Parties; however, this Agreement shall be subject to any amendments to the NLTBID Management District Plan adopted by the Board of Supervisors pursuant to the 1994 Law. No

supplement, amendment or modification of this Agreement, except for a duly adopted amendment to the NLTTBID Management District Plan, shall be binding unless it is in writing and signed by authorized representatives of both Parties.

23. Assurance of Performance. If at any time the County has good objective cause to believe Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

24. Subcontracting/Assignment. Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

B. Contractor may use subcontractors to provide any portions of the service identified in Exhibit A without prior written consent of the County.

C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

25. Survival. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation obligations regarding indemnification, ownership of documents, and conflict of interest, shall survive termination or expiration for two (2) years.

26. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS THEREOF, the Parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

County of Placer

North Lake Tahoe Resort Association, Inc.

By _____

By _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

Scope of Services

Contractor shall provide the following services:

1. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
2. Contractor will provide projects, programs and activities that benefit businesses within the NLTTBID in accordance with the NLTTBID Management District Plan attached hereto and any subsequent amendments thereto.
3. Contractor shall perform responsibilities under the Property and Business Improvement District Law of 1994 (the "Law") including but not limited to:
 - a. Preparation of the Annual Report required by the Law, which shall include:
 1. Any recommended changes to boundaries;
 2. The improvements and activities to be provided for that fiscal year;
 3. An estimate of cost for providing the improvements and activities;
 4. The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year;
 5. The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
 6. The amount of any contributions to be made from sources other than assessments.
 - b. Delivering the Annual Report at least thirty (30) days preceding the fiscal year for which assessments are to be levied and collected to pay the costs of the improvements.
4. Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from County.