

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT FOR BUSINESS  
COMMUNITY DEVELOPMENT AND PROMOTIONAL SERVICES  
BY AND BETWEEN  
NORTH LAKE TAHOE RESORT ASSOCIATION, INC.  
AND  
NORTH TAHOE BUSINESS ASSOCIATION**

This Economic Development Services Agreement For Business Community Development And Promotional Services ("Agreement") is made and entered into this \_\_\_\_\_ day of July, 2021 by and between the North Lake Tahoe Resort Association, Inc., a California Nonprofit Public Benefit Corporation ("NLTRA") and North Tahoe Business Association a California Nonprofit Public Benefit Corporation ("NTBA") (hereinafter sometimes referred to individually as "Party" and collectively as "Parties") with respect to the following

**RECITALS**

WHEREAS, the NLTRA wishes to encourage and support the North Tahoe Business Association in its effort to implement a Main Street Program in the Kings Beach/North Lake Tahoe areas; and

WHEREAS, sufficient funds have been budgeted by the NLTRA to fund this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the Parties hereto as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, NTBA shall provide the services described in Exhibit A, Scope of Work, incorporated herein by this reference ("Services"). NTBA shall provide said Services at the time, place, and in the manner specified in Exhibit A.
2. PAYMENT. NLTRA shall pay NTBA for Services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B, incorporated herein by this reference. The payment specified in Exhibit B shall be the only payments made to NTBA for Services rendered pursuant to this Agreement. NTBA shall submit all billings for said Services to NLTRA in the manner specified in Exhibit B and this Agreement. Evaluations of invoices shall be consistent with the criteria established in this Agreement and associated Exhibits. The amount of the Agreement shall not exceed One-Hundred Thousand (\$100,000).
3. MEMBERSHIP AND SPONSORSHIP BENEFITS. As partial consideration for entering into this Agreement, NTBA shall provide NLTRA with member and event sponsorship benefits set forth in Exhibit C, Membership and Sponsorship Benefits, incorporated herein by this reference.
4. INVOICING PACKAGE. The NTBA shall submit quarterly invoices (hereon referred to as "invoices") to address the tasks listed in Exhibit A These invoices shall be evaluated by the following set of criteria:

- a. Inclusion of quarterly report consistent with tasks and metrics identified in Exhibit A.
  - b. Submission of invoice per schedule and required backup as defined in Exhibit B.
  - c. Submission of Contract Compliance Summary Matrix in the form attached hereto as Exhibit D, incorporated herein by this reference.
  - d. Profit/Loss monthly financial report including expenses for each focus area and/or task.
5. REPORTING REQUIREMENTS. NTBA shall report the status of the Services it is providing pursuant to this Agreement to NLTRA as follows.
  - a. Quarterly Reports. NTBA to submit Quarterly reports to NLTRA CEO and assigned staff on a quarterly basis - October 15<sup>th</sup>, January 15<sup>th</sup>, and April 15<sup>th</sup>, July 15<sup>th</sup> - of this fiscal year to align with invoice schedule. Reports are to be organized by focus area and outlining the metrics accomplished by the NTBA completed in the prior quarter
  - b. Semi-Annual NLTRA Board Mid-Year Update - NTBA will present to the NLTRA Board of Directors at the February 2022 meeting an update on all Agreement Scope of Work tasks and targeted goals/objectives from the first (6) months of the fiscal year. In addition, By March 1, 2022 NLTRA and NTBA will set a mutually agreed upon date, time and venue location to meet in Spring 2022 to plan next fiscal year strategy and goals. Beginning four weeks prior to the meeting, the NLTRA and NTBA will compile the meeting agenda. NLTRA will distribute agenda to its invited representatives and NTBA to its Board.
  - c. Annual Report and Presentation to the NLTRA & Board of Directors. NTBA agree to prepare an annual report on past years accomplishments and submit no later than August 15<sup>th</sup> 2022, to the NLTRA CEO and assigned staff. In addition, NTBA will present at the NLTRA Board of Directors September Board meeting a PowerPoint presentation on NTBA's past year's accomplishments and goals/objectives for the next Fiscal year.
6. RECORDS. NTBA shall maintain at all times complete and detailed records with regard to the Services provide under this Agreement in a form acceptable to the NLTRA, according to generally accepted accounting and internal control principles, and NLTRA 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 NLTRA is satisfied that Services of such value have been rendered by the NTBA pursuant to this Agreement.
7. EFFECTIVE PERIOD. This Agreement shall be effective for the period of 12 months commencing **July 1, 2021 and ending June 30, 2022** unless canceled by either Party pursuant to the cancellation provisions herein. Renewal for any term will require a written amendment to this Agreement, signed by an authorized representative(s) of each Party.
8. 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 NLTRA. NLTRA shall have no right to control NTBA's performance hereunder except only insofar as is necessary to assure that the NLTRA receives acceptable Services from NTBA pursuant to this Agreement. NLTRA 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.

9. LICENSES, PERMITS, ETC. NTBA represents and warrants to NLTRA 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 NLTRA 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 provide the Services at the time the Services are performed.
10. 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.
11. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. The NTBA hereby agrees to protect, defend, indemnify, and hold NLTRA, its directors, officers, employees and volunteers (collectively "NLTRA Indemnitees") 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 NLTRA Indemnitees arising in favor of any Party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the NLTRA) 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 this 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 NLTRA Indemnitees or to enlarge in any way the NTBA'S liability but is intended solely to provide for indemnification of NLTRA Indemnitees from liability for damages or injuries to third persons or property arising from NTBA'S performance pursuant to this Agreement.
12. NSURANCE. NTBA shall file with NLTRA concurrently herewith a Certificate of Insurance, in companies acceptable to NLTRA, with a Best's Rating of no less than A-VII showing.
  - A. Worker's Compensation and Employer Liability Insurance.
    - (1). 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.
    - (2). 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.
    - (3). Each Worker's Compensation policy shall be endorsed with the following specific language:
      - a. 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 NLTRA”.

- b. Waiver of Subrogation – The workers’ compensation policy shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against the NLTRA, its directors, officers, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the NTBA.
- c. CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers’ Compensation insurance. Certificates of Workers’ Compensation shall be filed forthwith with the NLTRA upon demand.

B. General Liability Insurance.

- (1). 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:
  - a. Contractual liability insuring the obligations assumed by NTBA in this Agreement.
- (2). One of the following forms is required:
  - a. Comprehensive General Liability;
  - b. Commercial General Liability (Occurrence); or
  - c. Commercial General Liability (Claims Made)
- (3). 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:
  - a. One million dollars (\$1,000,000) each occurrence
  - b. Two million dollars (\$2,000,000) aggregate
- (4). If NTBA carries a Commercial General Liability (Occurrence) policy:
  - a. 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
  - b. Two million dollars (\$2,000,000) General Aggregate
  - c. 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).
- (5). Special Claims Made Policy Form Provisions:

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

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

(6). 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 NLTRA as noted above. In no cases shall the types of policies be different.

(7). Endorsements. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The NLTRA, its directors, 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 NLTRA with respect to any insurance or self-insurance programs maintained by the NLTRA and no insurance held or owned by the NLTRA 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 NLTRA."

C. 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.

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

D. Additional Requirements.

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

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

(3). 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.

(4). Verification of Coverage – NTBA shall furnish the NLTRA 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 NLTRA before Services are provided. However, failure to obtain the required documents prior to the work beginning shall not waive the NTBA's obligation to provide them. The NLTRA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications,

at any time.

- E. 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.
13. CONSULTANT NOT AGENT. Except as NLTRA may specify in writing, NTBA shall have no authority, express or implied, to act on behalf of NLTRA in any capacity as an agent. NTBA shall not have authority, express or implied, pursuant to this Agreement to bind NLTRA to any contractual obligation whatsoever.
14. 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.
15. 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 or business in which NTBA is engaged. All products of whatsoever nature which NTBA delivers to NLTRA 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 business. A violation of the standard of performance described in this paragraph shall constitute a material breach of the Agreement.
16. DESIGNATED REPRESENTATIVE. Jeffrey Hentz is the representative of the NLTRA and will administer this Agreement for the NLTRA. Alyssa Reilly, 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.
17. NOTICE AND CORRESPONDENCE.
- A) Notice and correspondence to NLTRA regarding this Agreement should be delivered to: Jeffrey Hentz  
North Lake Tahoe Resort Association, Inc.  
100 North Lake Blvd.  
Tahoe City, CA 96145
- B) Notice and correspondence to NTBA should be delivered to: Alyssa Reilly, Executive Director  
North Tahoe Business Association  
PO Box 1023  
Kings Beach, California 96143  
Phone: (530) 546-9000
18. 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 NLTRA 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) NLTRA shall have full ownership and control of all such writings or other communications delivered by NTBA pursuant to this Agreement.
- C) NLTRA 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 NLTRA as work accomplished to date; provided, however, that in no event shall the NLTRA 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 NLTRA such financial information as in the judgment of the NLTRA 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 NLTRA 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 NLTRA may have in law or equity.

19. 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 NLTRA and NTBA agrees to deliver reproducible copies of such documents to NLTRA on completion of the services hereunder. NTBA, by signing this Agreement, disclaims any copyright in the information published or produced in conjunction with this Agreement.

20. DISPUTE RESOLUTION. The Parties agree that in the event of a dispute or claim arising between them out of this Agreement or any resulting transaction they shall undertake the dispute resolution procedures set forth herein.

- a. Informal Dispute Resolution. In order to initiate the informal dispute resolution process, the CEO' Office of the aggrieved Party shall provide notice of the dispute or claim to the CEO's office of the other Party and request resolution of the dispute or claim pursuant to this dispute resolution procedure.
  - i. Within five (5) days of receipt of notice of a dispute or claim by either Party, the parties' CEOs, or their representatives, shall meet to attempt to resolve the dispute.
  - ii. In the event the CEOs fail to resolve the dispute to the satisfaction of the Parties, the unsatisfied Party shall, within five (5) days of the CEOs meeting, provide a written notice to the other Party requesting that a committee of each Party meet and attempt to resolve the dispute. The committees of each Party shall meet within five (5) days of receipt of the notice.
  - iii. In the event the committees fail to resolve the dispute to the satisfaction of the Parties, the unsatisfied Party shall within five (5) days of the CEOs meeting, provide a written notice to the other Party requesting that a neutral mediator (agreed to by both committees) be engaged to attempt to resolve the dispute. The mediator shall use best efforts to meet within thirty (30) days

of receipt of the notice, but no later than forty-five (45) days after receipt of the notice.

- b. Formal Dispute Resolution. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through the Informal Dispute Resolution procedures set forth above, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, or an attorney with not less than five (5) years substantial experience with business law, unless the Parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The Parties shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. The award may be vacated or corrected on appeal to a court of competent jurisdiction for any error in applying substantive California law. The arbitration shall take place in Tahoe City, unless the Parties agree to conduct it in a different location.
21. 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.
22. ENTIRETY OF AGREEMENT. This Agreement contains the entire agreement of NLTRA 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.
23. 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.
24. 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.
25. AMENDMENT. This Agreement may be amended at any time upon the mutual written agreement of the Parties.

Executed as of the day first above stated:

**NORTH LAKE TAHOE RESORT ASSOCIATION (“NLTRA”)**

By: \_\_\_\_\_  
Samir Tuma, Chairman, Board of Directors  
North Lake Tahoe Resort Association

Date: \_\_\_\_\_



**NORTH TAHOE BUSINESS ASSOCIATION (“NTBA”)**

By: \_\_\_\_\_  
Charles Teran, President  
North Tahoe Business Association

Date: \_\_\_\_\_

**Exhibit A**  
**North Tahoe Business Association Scope of Work**

**Scope of Work Overview**

Tasks identified in the scope of work cover the NTBA District (Kings Beach, Carnelian Bay, and Tahoe Vista) and address three focus areas of the Main Street approach as defined and outlined in NTBA's 5-Year Strategic Plan, including:

**1. Economic & Community Vitality**

Purpose / Objectives

- Advocate for business sustainability, expansion, recruitment & infrastructure
- Serve business community as an information provider
- Support and connect businesses to each other and to information and resources that strengthen businesses and the community
- **Work and collaborate with NLTRA on critical infrastructure, transportation, transit and housing challenges facing our region, and participate in key committees and other efforts utilizing the redirected TOT dollars.**
- 

**2. Events, Promotions, & Marketing (Pending public health restrictions)**

Purpose / Objectives

- Attract visitors and residents to District to improve economic vitality
- Build awareness of District and NTBA-produced events
- Promote attributes with in-marketing advertising and marketing including social media
- Publicize and engage people in positive ways: on relevant local issues/topics impacting economic and social well-being
- **Support Community Partners with Community Events (NTPUD, NLTRA, TCDA, others)**

**3. Community Design**

Purpose / Objective

- Improve and visually enhance the district from an aesthetic and cleanliness perspective to attract visitors and promote a unique sense of place
- Participate in public meetings and provide feedback to **NLTRA and** Placer County North Lake Tahoe Executive Office on behalf of local business community
- Publicize and engage people in positive ways on relevant local issues/topics impacting economic and social well-being
- Covid-19 public health education and business recovery

**4. TBID Implementation**

**Purpose/Objectives**

- **Provide support to NLTRA in the implementation of the TBID and within the business community**

- Support community education of the TBID in North Lake Tahoe
- Collaborate with NLT Chamber to build support and educational programs for those TBID assessed businesses.
- Promote public involvement in TBID meetings & committees

#### **5. Collaboration with NLT Chamber**

##### Purpose /Objectives

- Identify business operation activities and functions that can become a shared resource to enable and realize improved operational efficiencies
- Work with NLT Chamber and TCDA on membership efficiencies and collaboration
- Work with NLT Chamber and TCDA on accounting efficiencies and collaboration
- Work with NLT Chamber and TCDA on marketing & communications efficiencies and collaboration
- Work to identify support and collaboration opportunities within NLT regional special events and festivals

The NTBA will focus on the tasks outlined below. These tasks implement the Main Street approach to support business and economic development in North Lake Tahoe. Tasks are organized by focus area. Cost to complete each task are also included.

## **Focus Area 1: Economic & Community Vitality**

### **Task 1.1 – Participate in public meetings, provide feedback, and disseminate information to constituents about issues or projects affecting business and economic vitality within NTBA’s district**

#### **Overview**

The NTBA will attend public meetings, provide input and comments, and disseminate information to constituents to educate and elicit engagement, and gather and provide feedback when requested and appropriate (consistent with NTBA’s Advocacy Policy) in regard to issues affecting economic and community vitality, including but not limited to:

- Successor Agency properties in Kings Beach and the Kings Beach Center
- Transportation, including TART Summer Park ‘n Ride, **Kings Beach crosswalk pilot program**, Transportation Demand Management, Kings Beach Western Approach **and other potential opportunities should they become available such as progress towards safe connections from Crystal Bay and Tahoe Vista to the Kings Beach Commercial Core.**
- Proposed new or increased taxes/assessments, including the potential Tourism Business Improvement District
- County-provided Benefit Assessment District services such as snow removal, trash pickup and streetscape maintenance
- Bikeshare program
- Achievable housing planning, programs, and projects
- **Work with community partners to identify housing and transit solutions.**

#### **Implementation**

NTBA will be participatory and responsive in meetings and processes and disseminate information to NTBA constituents through its marketing channels, Economic Vitality committee, Board meetings, and communications with local businesses. NTBA will also gather member feedback through surveys and submit comments on behalf of its Board of Directors including member survey results to the North Lake Tahoe County Executive Office, consistent with the NTBA Advocacy Policy.

#### **Reporting/Measurement**

**NTBA will submit reports as outlined in the reporting schedule detailing activities and findings.**

### **Task 1.2 – Support business development and growth by providing and promoting resources to current and future business owners in NTBA District**

#### **Overview**

To stabilize and build resiliency in the business community, the NTBA will collaborate with Placer County, the Sierra Business Council, and the North Lake Tahoe Chamber of Commerce to promote business seminars, business consulting services, and other resources that may be available through the Placer County Business Resource Center and North Lake Tahoe Chamber.

### Implementation

The NTBA will promote seminars, business consulting opportunities, and other business support initiatives through the NTBA e-Newsletter, social media, and online calendar and website blog posts. NTBA will attend Business Association & Chamber Collaborative (BACC) meetings, and through the BACC, NTBA will provide input related to seminar dates, times, locations, speakers and topics. An NTBA representative will attend the seminars. **NTBA, in partnership with BACC, will support businesses via programming that encourages visitors and community to “Think Local” and support our local small business community. This can include but is not limited to shopping, dining, or other promotional campaigns.**

### Reporting

**NTBA will submit reports as outlined in the reporting schedule detailing activities of NTBA’s involvement and accomplishments in the BACC and small business support.**

## **Task 1.3 – Implement economic vitality and business attraction strategies within the Kings Beach Commercial Area**

### Overview

The NTBA and Placer County will collaboratively implement strategies to attract businesses to Kings Beach. **The Business Advocacy Committee will stay engaged in projects that support economic vitality in the downtown core region. This committee will engage with partners at Placer County, NLTRA, NTBA, and interested developers.**

### Implementation

The strategies will consist of the following action steps in partnership with **NLTRA and Placer County**:

1. Identify vacant commercial space, work with commercial brokers and landowners to compile information on vacancies and provide data to LOIS/County, and market commercial vacancies through NTBA’s channels
2. Outreach to business and community members, and visitors, to identify gaps in business types.
3. **Identifying and exploring steps to attract new businesses, and conduct outreach to potential developers, including but not limited to:** providing input and assisting with public outreach on strategies, including reduced parking requirements, alternatives to frontage requirements, promoting County-led economic development incentive programs, etc.).
4. **Stay current on all programs/projects that are planned for Kings Beach that can improve economic vitality of downtown Kings Beach.**

### Reporting/Measurement

**NTBA will report activities and progress on these activities as outlined in the reporting schedule.**

## **Task 1.4 – Support targeted professional development training aimed to equip business association leaders with the tools they need to lead results-oriented community revitalization**

### Overview

To support redevelopment of the North Lake Tahoe town centers, the NTBA will participate in educational opportunities that provide the tools and strategies needed to lead results-oriented revitalization efforts in downtown communities.

### Implementation

NTBA will attend conferences, seminars, or classes or workshops that support the Main Street America program, focus on community development, and identify best practices and new ideas for downtown communities.

### Reporting

The NTBA will summarize in reports as outlined in the reporting schedule of NTBA's participation in educational opportunities and describe how the skills learned will be applied in their ongoing work.

## **Focus Area 2: Events, Promotions & Marketing**

### **Task 2.1 – Develop and execute summer and winter in-market marketing plans and annual media plan.**

#### Overview

NTBA will promote NTBA's district including its events, attractions and businesses to support the district's economy and enhance visitors' experience. The marketing and media plans will outline strategies in support of these efforts. NTBA will also collaborate on in-market marketing campaigns by participating on NLTRA's In-Market Tourism Development Committee.

#### Implementation

NTBA shall develop and execute summer and winter marketing plan and an annual media schedule consistent with strategic plan goals, **and shall submit the Annual 2022 Marketing and Media plan to the CEO office of NLTRA with the May monthly report.**

#### Reporting/Measurements

Progress toward performance goals will be included in marketing plans in all reports: the Winter Marketing Plan will be submitted in the October monthly report, the Summer Marketing Plan will be submitted in the March monthly report, and the Annual Media Plan will be submitted in the May monthly report. Reports will include metrics reporting to include, website visits/growth YOY, electronic marketing efforts/results, and social media engagement.

### **Task 2.2 – Develop, market, and implement community events to attract visitors, build community awareness, and support economic vitality**

#### Overview

The NTBA will develop and produce community events to achieve the following:

- Drive visitation, **and local traffic to our events and business community**
- Enhance visitor experience,
- Provide networking opportunities for members, and
- Support business

NTBA will develop and produce the following community events, in chronological order:

1. Music on the Beach 8-week concerts series, Fridays, July 9- Sept. 3 2021
2. July 3<sup>rd</sup> Fireworks & Beach Party (canceled for 2021 but anticipated for 2022)
3. Passport to Dining, Thursday, November 4, 2021
4. Kings Beach Snowfest Parade, Saturday, March 5, 2022

### Timeline/Implementation

NTBA will ensure deadlines are met and all tasks are complete. Event planning will take place on a monthly basis.

### Reporting/Measurements

- **Provide event updates in quarterly reports including estimated/ticketed attendance for each event, and net revenue or loss of each event within 60 days of event end date.**

## **Focus Area 3: Community Design**

**Task 3.1 – Develop and/or coordinate programs that enhance physical and visual assets in downtown areas within NTBA’s District to attract visitors, enhance visitor experience, and support community vibrancy**

### Overview

The NTBA will work with partner organizations and volunteers to support programs and projects that enhance physical and visual assets in downtown areas. Strategies will include the following:

- Kings Beach Streetlight Banner program,
- Kings Beach lighting program
- **Workforce housing planning, programs and projects**
- Blight and overall town Clean Up
- Partnership with Clean Tahoe Organization
- Clean Team programs that encourage businesses to assist with trash pickup within the commercial core,
- Provide feedback to NLTRA and Placer County regarding services funded by the Kings Beach Benefit Assessment District
- Collaborate with community and agency partners to identify opportunities to increase public art throughout the district

### Implementation

Streetlight Banner Program – The NTBA will manage third-party requests for event streetlight banners and work with vendor to install and remove according to NTBA’s specifications. The NTBA will advertise the program by issuing two press releases annually, one in the spring and one in the fall, and communicate with its members about the opportunity. Thirty-nine streetlight banners will be on display throughout the contract period. The NTBA will continue implementing the Kings Beach roofline lighting program.

Main Street Litter Free Program – The NTBA will continue the program by communicating with and providing recognition to existing participants through window decals and online and social media exposure. By June 30, 2022 a minimum of four additional participants will be confirmed, bringing the total to 38 participants.

NTBA will host and organize two “Clean Up Days” on Saturday, September 26, 2021 and Saturday, June 4, 2022 consistent with community design focus area objectives.

#### Reporting/Measurement

NTBA will provide progress reports and event results to NLTRA via quarterly reports.

#### **Focus Area 4: TBID Implementation**

**Task #4.1 – NTBA will continue to be an active partner during the TBID transition and support NLTRA’s efforts in implementation.**

#### **Overview**

NTBA will assist the NLTRA in the TBID transition and work to ensure NTBA members are well informed on the benefits and value of the TBID for business and community members.

- Participate in NLTRA Board meetings, TBID committees and other key committees
- Host TBID updates and informational sessions for NTBA members twice a year

#### **Reporting / Measurement**

NTBA will include examples and activities performed in quarterly reports to NLTRA.

#### **Focus Area 5: Collaboration with NLT Chamber**

**Task # 5.1 – NTBA will work closely with NLTRA CEO and staff to identify operational efficiencies.**

#### **Collaboration with NLT Chamber**

##### **Purpose /Objectives**

- Identify business operation activities and functions that can become a shared resource to enable and realize improved operational efficiencies



- Work with NLT Chamber and NTBA on membership efficiencies and collaboration
- Work with NLT Chamber and NTBA on accounting efficiencies and collaboration
- Work with NLT Chamber and NTBA on marketing & communications efficiencies and collaboration
- Work to identify support and collaboration opportunities within NLT regional special events and festivals

**Exhibit B  
Payment Schedule**

All payments require an invoice to the NLTRA CEO office, provided by NTBA and are to be submitted quarterly with invoices to include the following backup

1. Invoice with overview of NTBA’s past quarter activities and summary of community services provided and any related costs to provide those services
2. Profit/Loss monthly financial report including expenses for each focus area and task
3. Quarterly Report with status of each task and categorized as defined in agreement

**Payment Schedule**

Payment #	Invoice Date	Payment Date	Invoice/Payment Amount
1	July 15, 2021	July 27, 2021	\$40,000
2	Oct. 15, 2021	Oct. 27, 2021	\$20,000
3	Jan. 15, 2022	Jan. 27, 2022	\$20,000
4	April 15, 2022	April 27, 2022	\$20,000

Payments on approved invoices to the NTBA will be made by check.

- (1) One prepayment will be made on July 27, 2021 to minimize cash flow impacts to NTBA. Prepayment is based on projected expenses in the first quarter of FY 2021-2022.
- ~~(2) An invoice for June 2021 expenses will be provided on June 15, 2021 and paid on June 30, 2021 if approved by the County Executive Office.~~

**Other Payment**

~~Payment for special event expenses as outlined in Task #8 (Exhibit A) shall be made by check 30 days after an invoice is received by the County Executive Office. This may include the following expenses:~~

- ~~○ Fireworks-related expenses (for 2021): Submit 4<sup>th</sup> of July BMP receipts and expense to the county for reimbursement. This reimbursement is in addition to the total 2020-2021 contract amount. Valid expenses include all subcontractors, vendors, and supplies related to meeting the standards of the Placer County Fireworks Permit and BMP requirements.~~
- ~~○ Event vendor contracts~~
- ~~○ Facility rental~~
- ~~○ Rental equipment~~
- ~~○ Food and/or other event supplies~~

~~Invoices for these expenditures will be provided to the County Executive Office as expense is incurred by the NTBA. Staff labor may be included in direct payment invoices as outlined above~~

**Exhibit C**  
**Membership and Sponsorship Benefits**

Through this **Agreement**, NTBA provides to NLTRA with the following member and event sponsorship benefits valued at \$3,200

**Elite Member benefits:**

- NTBA Online Business Directory listing including 60-word description, logo, contact info and URL link
- Opportunity to submit unlimited events and articles
- Opportunity to submit unlimited blog posts
- Ability to Utilize Expanded Marketing Benefits for a fee
- Up to 2 complimentary email broadcasts to NTBA database following NTBA's policy and reservation/submission guidelines
- Collateral Distribution at NTBA Information Counter
- Color Logo and URL link on NTBA website home page
- Color Logo and URL link on ~90% of NTBA website page sidebars
- Color Logo on footer of all e-Newsletters and member standalone email broadcasts
- Verbal recognition as Elite member at all NTBA-produced events

**Value: \$1,000**

**Music on the Beach 2022 sponsor benefits:**

1. Color logo on:
  - a. The bottom of 3' x 10' banner at the at the Coon Street roundabout; displayed (mid June – end August)
  - b. Bottom of posters (150 distributed throughout North Lake Tahoe a Truckee starting early June)
  - c. Handbills (3,000 distributed at local retailers and restaurants throughout North Lake Tahoe and Truckee starting early June)
  - d. Print advertisements in various regional publications
  - e. Logo and URL link on dedicated NTBA event webpage; live year-round
  - f. NTBA's online event calendar listings (9)
2. Listed on:
  - a. Two vertical banners displayed at each concert (9) on each side of stage
  - b. As sponsor in NTBA press release(s) about event

**Value: \$700**

**Clean Up Days 2021, 2022 sponsor benefits:**

1. Color logo included on:
  - a. All event marketing collateral and print advertising
  - b. Marketing and/or event banners to be displayed at the venue
2. Listed as a sponsor in NTBA press release(s) about event

**Value: \$500**

**Passport to Dining 2022 sponsor benefits:**

1. Color logo included on all event marketing collateral and print advertising
1. Verbal recognition as a sponsor a minimum of three (3) times

**Value: \$500**

**Kings Beach Snowfest Parade 2022 sponsor benefits:**

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

**Value: \$500**

