

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT FOR BUSINESS
COMMUNITY DEVELOPMENT AND PROMOTIONAL SERVICES
BY AND BETWEEN
NORTH LAKE TAHOE RESORT ASSOCIATION, INC.
AND
TAHOE CITY DOWNTOWN 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 Tahoe City Downtown Association a California Nonprofit Public Benefit Corporation (“TCDA”) (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 Tahoe City Downtown Association in its effort to implement a Main Street Program in the Tahoe City/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, TCDA shall provide the services described in Exhibit A, Scope of Work, incorporated herein by this reference (“Services”). TCDA shall provide said Services at the time, place, and in the manner specified in Exhibit A.
2. PAYMENT. NLTRA shall pay TCDA 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 TCDA for Services rendered pursuant to this Agreement. TCDA 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, TCDA 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 TCDA 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. TCDA shall report the status of the Services it is providing pursuant to this Agreement to NLTRA as follows.
 - a. Quarterly Reports. TCDA to submit Quarterly reports to NLTRA CEO and assigned staff on a quarterly basis - October 15th, January 15th, and April 15th, July 15th - of this fiscal year to align with invoice schedule. Reports are to be organized by focus area and outlining the metrics accomplished by the TCDA completed in the prior quarter
 - b. Semi-Annual NLTRA Mid-Year Report Staff TCDA Meetings. TCDA 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 TCDA 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 TCDA will compile the meeting agenda. NLTRA will distribute agenda to its invited representatives and TCDA to its Board.
 - c. Annual Report& Presentation to the NLTRA Board of Directors. TCDA agree to prepare an annual report on past years accomplishments and submit no later than August 15th 2022, to the NLTRA CEO and assigned staff. In addition, TCDA will present at the NLTRA Board of Directors September Board meeting a PowerPoint presentation on TCDA's past year's accomplishments and goals/objectives for the next Fiscal year.
6. RECORDS. TCDA 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 TCDA until the NLTRA is satisfied that Services of such value have been rendered by the TCDA 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 TCDA shall be independent contractors and at no time shall employees of the TCDA be employees of the NLTRA. NLTRA shall have no right to control TCDA's performance hereunder except only insofar as is necessary to assure that the NLTRA receives

acceptable Services from TCDA pursuant to this Agreement. NLTRA shall not have the right to control the means by which TCDA accomplished Services rendered pursuant to this Agreement, and shall therefore, not be responsible for willful or negligent acts of TCDA.

9. LICENSES, PERMITS, ETC. TCDA represents and warrants to NLTRA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for TCDA to practice its profession. TCDA represents and warrants to NLTRA that TCDA shall, at its sole cost and expense, obtain and keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for TCDA to provide the Services at the time the Services are performed.
10. TIME. TCDA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of TCDA's obligations pursuant to this Agreement. Neither Party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party failing to timely perform.
11. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. The TCDA 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. TCDA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the TCDA. TCDA also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against TCDA or the NLTRA Indemnitees or to enlarge in any way the TCDA'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 TCDA'S performance pursuant to this Agreement.
12. NSURANCE. TCDA 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 TCDA'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - (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 TCDA.
- 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 TCDA, 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 TCDA 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 TCDA carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a. One million dollars (\$1,000,000) each occurrence
 - b. Two million dollars (\$2,000,000) aggregate
- (4). If TCDA 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:

TCDA 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 TCDA 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 TCDA, 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 TCDA shall be responsible for all deductibles in all the TCDA’s insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
 - (3). CONSULTANT’s Obligations – TCDA’s indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - (4). Verification of Coverage – TCDA 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 TCDA’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 TCDA to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.
13. CONSULTANT NOT AGENT. Except as NLTRA may specify in writing, TCDA shall have no authority, express or implied, to act on behalf of NLTRA in any capacity as an agent. TCDA shall not have authority, express or implied, pursuant to this Agreement to bind NLTRA to any contractual obligation whatsoever.
14. ASSIGNMENT PROHIBITED. TCDA may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
15. STANDARD OF PERFORMANCE. TCDA shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner or business in which TCDA is engaged. All products of whatsoever nature which TCDA 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 TCDA'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. Kylee Bigelow, Executive Director is the authorized representative for the TCDA and will administer this Agreement for the TCDA. Changes in designated representatives shall occur only by advance written notice to the other Party.
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 TCDA should be delivered to: Kylee Bigelow, Executive Director
Tahoe City Downtown Association
P.O. Box 6744
Tahoe City, California 96145
Phone: (530) 583-3348 Fax: (530) 583-3098
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, TCDA shall immediately cease rendering Service upon receipt of such written notice, and the following shall apply:

- A) TCDA shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopies, photographing, computer disks and every other means of recording upon any tangible things, and form of communication or representation, including letters, words, picture, sounds, or symbols, or combinations thereof.
- B) NLTRA shall have full ownership and control of all such writings or other communications delivered by TCDA pursuant to this Agreement.
- C) NLTRA shall pay TCDA the reasonable value of Services rendered by TCDA to the date of termination pursuant to this Agreement not to exceed the amount documented by TCDA and approved by 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 TCDA had TCDA completed the services required by this Agreement. In this regard, TCDA 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 TCDA. In the event of a dispute as to the reasonable value of the Services rendered by TCDA, 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 TCDA agrees to deliver reproducible copies of such documents to NLTRA on completion of the services hereunder. TCDA, 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 TCDA with respect to the subject matter hereof, and no other agreement, statement or promise made by any Party, or to any employee, offer or agent of any Party which is not contained in this Agreement shall be binding or valid.
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 TCDA. TCDA covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. TCDA further covenants that in the performance of this Agreement no person having any such interest shall be employed.
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: _____

Date: _____

Samir Tuma, Chairman, Board of Directors
North Lake Tahoe Resort Association

TAHOE CITY DOWNTOWN ASSOCIATION ("TCDA")

By: _____
Rob Olson, President
Tahoe City Downtown Association

Date: _____

Exhibit A

Tahoe City Downtown Association (TCDA) / Scope of Work

Scope of Work

Tasks identified in the scope of work address **key** focus areas of the Main Street approach as defined and outlined in the TCDA's three-year Strategic Plan, **and other critical areas to support business community goals:**

1. Economic & Community Vitality

Purpose / Objectives

- Serve as a catalyst for Economic Vitality and Innovation
- Facilitate and fundraise for Tahoe City beautification projects, flower baskets, and downtown lighting
- Utilize the Business Advocacy Committee to support existing businesses and encourage new business in Tahoe City
- Support and connect businesses to each other and to information and resources that strengthen businesses and the community
- Advocate for business sustainability, expansion, recruitment & infrastructure

2. Events, Promotions & Marketing

Purpose / Objectives

- Attract visitors and residents to District to enhance the downtown experience and support the community
- Build awareness of District and TCDA-produced events
- **Support Community Partners with Community Events (TCPUD, NLTRA, NTBA, others)**
- Promote attributes with in-market advertising and marketing campaigns
- Increase revenue for two events per year, (Tahoe City Food + Wine and Oktoberfest)
- Utilize events to brand Tahoe City as the best place to live, work, play, and visit

3. Community Issues

Purpose / Objectives

- Participate in public meetings and provide feedback to 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
- **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.**
- 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 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

The TCDA will focus on the tasks as outlined below. These tasks implement the Main Street approach to support business and economic development in North Lake Tahoe.

Focus Area 1: Economic & Community Vitality

Task #1.1- Develop and/or coordinate programs that enhance physical and visual assets in downtown areas within TCDA's District to attract visitors and support community vibrancy

Overview

The TCDA will work with partner organizations and community groups to support programs and projects that enhance physical and visual assets in downtown areas. TCDA will facilitate the fundraising, installation, and maintenance of the following:

- Tahoe City Flower Baskets,
- Tahoe City Downtown Lights,
- Tahoe City Streetlight Banners, and
- Public art

Implementation

TCDA will engage local businesses on the importance of town-wide beautification projects in Tahoe City, fundraise for programs through events and sponsorship, and establish fundraising goals for each program. **TCDA will seek funding via TBID to support and grow these programs.** TCDA will install the flower baskets before the Food & Wine Classic and maintain them all summer; install downtown lights before Christmas and maintain them until March; and recognize sponsors on the website and social media. The TCDA will continue to coordinate design of event banners and coordinate banner installation and removal.

Reporting/Measurement

Progress reports and event results will be provided in **quarterly** reports.

Task #1.2 – Support business development and growth by promoting resources for current and/or future business owners in TCDA district

Overview

To stabilize and build resiliency in the business community, the TCDA will collaborate with Placer County, the Sierra Business Council, and North Lake Tahoe Business Association and Chamber Collaborative (BACC) 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

TCDA will promote seminars, business consulting opportunities, and other business support initiatives in the TCDA district through the TCDA newsletter, social media, website posts, and word of mouth. TCDA will attend BACC meetings, and through the BACC, TCDA will provide input related to seminar dates, times, locations, speakers and topics, and a TCDA representative will attend the seminars. **TCDA, 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

The TCDA will summarize TCDA's involvement and accomplishments in small business support in **the quarterly** report.

Task 1.3 – Implement economic vitality and business attraction strategies within the TCDA district

Overview

The TCDA's Business Advocacy Committee will collaboratively explore development and implementation strategies to attract business in the TCDA district. If successful, these strategies may be applied to other communities in eastern Placer County.

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, TCPUD, and interested developers.

Implementation

The TCDA Business Advocacy Committee would collaborate with the Placer County North Lake Tahoe Executive Office to explore identification of action steps, such as:

1. Identifying vacant commercial space and working with commercial brokers and landowners to compile information on vacancies and provide data to LOIS/County, and market commercial vacancies through TCDA's channels
2. Outreach to business and community members, and visitors, to identify gaps in business type
3. Identifying and exploring steps to attract new business, **and conduct outreach to potential developers**
4. **Stay current of all programs/projects that are planned for Tahoe City that can improve economic vitality of downtown Tahoe City.**

TCDA staff and the TCDA Business Advocacy Committee will coordinate to complete this task.

Reporting/Measurement

The Business Advocacy Committee, in collaboration with **NLTRA and** Placer County, will explore development and implementation of this initiative beginning Summer **2021**. Program results will also be included after implementation in **quarterly** progress reports.

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 TCDA will participate in educational opportunities that provide the tools and strategies needed to lead results-oriented revitalization efforts in downtown communities.

Implementation

TCDA will attend conferences, seminars, 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 TCDA will summarize in the **quarterly** report TCDA's participation in educational opportunities and describe how the skills learned will be applied in their ongoing work.

Focus Area 2: Events, Promotions, and Marketing

Task #2.1 – Develop and execute in-market marketing plan and annual media plan (public health restrictions allowing)

Overview

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

Implementation

TCDA shall execute marketing and media plans consistent with the 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

TCDA will achieve performance goals included in the marketing and media plan, as described below:

- Increase monthly Blog Post on www.VisitTahoeCity.com click-through rate by 1% over the prior fiscal year
- Increase monthly E-Newsletter **open rate** to Email Database by 2% over the prior fiscal year
- Increase monthly Social Media engagement (likes, comments, shares) by 1% over the prior fiscal year

Progress will be described in **quarterly reports** and **invoices** submitted on a quarterly basis.

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

Overview

TCDA will develop and produce community events to achieve the following:

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

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

1. Marquee Events

- Tahoe City Food & Wine Classic & Grab Your Glass (June 17/18th-’22)
- Concerts at Commons Beach (12 events every Sunday June 19- September 4)
- 4th of July Fireworks (canceled for 2020 but anticipated for 2021)
- Tahoe City Oktoberfest at Commons Beach (September 25,2021)

2. Community Events

- Tahoe City Solstice Festival (June 13th-June19th, 2022)
- Tahoe City Farmers Markets (Reoccurring Summer 2021/22)
- Tahoe City Labor Day Sales (Labor Day 2021)
- Tahoe City Halloween (October 31st, 2021)
- Tahoe City Tree Lighting Ceremony & Small Business Saturday -Nov. 26th ‘21
- Tahoe City Member & Volunteer Party (January 2021)
- Other partner events as they rise through partnership with NLTRA, TCPUD, NTBA, BACC, SnowFest! and others

Implementation

TCDA 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 of each event and net revenue or loss of each event within 60 days of event end date
- Submit 4th of July fireworks receipts and expenses to Placer County, and NLTRA for reimbursement

Focus Area 3: Community Issues

Task #3.1 - Participate in public meetings, provide feedback, and disseminate information to constituents about issues or projects affecting business and economic vitality within TCDA’s district

Overview

The TCDA 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 its Board of Directors policy) on initiatives in the TCDA’s district, including but not limited to:

- SR 89 Revitalization Project
- The Tourism Business Improvement District (TBID)
- Renewal on the sunseting TOT for eastern Placer County
- Bikeshare program
- Tahoe City Firehouse

- **Workforce** housing planning, **transit** programs, and projects
- North Tahoe Parking Study
- Tahoe City Mobility Study
- Arts & Culture

TCDA will be participatory and responsive in meetings and processes and disseminate information to TCDA constituents through TCDA’s marketing channels, Business Advocacy committee, Board meetings, and communications with local businesses. TCDA will also gather member feedback as necessary through verbal feedback and surveys and submit comments on behalf of its Board of Directors, to the County North Lake Tahoe Executive Office, consistent with TCDA policy.

Reporting/Measurement

TCDA include activities and findings, as well as the Community Issue Matrix, in **quarterly** reports.

Focus Area 4: TBID Implementation

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

Overview

TCDA will assist the NLTRA in the TBID transition and work to ensure TCDA 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 TCDA members twice a year

Reporting / Measurement

TCDA will include examples and activities in quarterly reports

Focus Area 5: Collaboration with NLT Chamber

Task # 5.1 – TCDA 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 TCDA and are to be submitted quarterly with invoices to include the following backup:

1. Invoice with overview of TCDA'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 TCDA will be made by check. ~~Direct payment shall be made for ongoing monthly expenses for work defined in Exhibit A.~~

- (1) One prepayment will be made on July 27, 2021 to minimize cash flow impacts to TCDA. 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 4th 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 TCDA. Staff labor may be included in direct payment invoices as outlined above.~~

Exhibit C
Membership and Sponsorship
Benefits

Through this **Agreement**, **TCDA** provides to **NLTRA** with the following member and event sponsorship benefits valued at **\$5,000**

Platinum Member benefits:

- Listing in our online Tahoe City business directory (including a 600-character description and map)
- 24/7 access to post special offers in our online Tahoe City business directory
- Monthly e-mail about Tahoe City current news, events, and issues
- Business seminars and networking opportunities
- Discounted advertising with local media partners (print, TV, and radio)
- Blog articles and/or news listing opportunities on our website
- TCDA event calendar listing
- Feature on Faces of Tahoe City
- Participation in Shop Local North Tahoe Truckee Program
- TCDA Member decal sticker, to display proudly at your business!
- TCDA Board voting privileges and invitation to annual membership party
- Event participation and sponsorship opportunities
- "Member of the Month" feature in our TCDA monthly newsletter
- Featured "Business of the Month" highlighted on our TCDA website
- Special TCDA social media postings promoting your business
- "Business of the Week" opportunity at the Tahoe City Farmers Market
- Business consulting session (\$200 value)
- Logo and business website link on the HOMEPAGE of VisitTahoeCity.org
- Verbal recognition at all TCDA signature events
- Promotional support of your special events through TCDA website and Facebook/Twitter/Instagram
- Complimentary dedicated email blast opportunity

Value: \$1,000

Concerts at Commons Beach 2021/2022 sponsor benefits:

1. Color logo on:
 - a. Bottom of posters (150 distributed throughout North Lake Tahoe a Truckee starting early June)
 - b. Handbills (2,000 distributed at local retailers and restaurants throughout North Lake Tahoe and Truckee starting early June)
 - c. Print advertisements ran in publications distributed in North Lake Tahoe, South Lake Tahoe and Truckee
 - d. Dedicated Concerts at Commons Beach Website – <https://concertsatcommonsbeach.com/>
 - e. TCDA's online event calendar listings (9)
2. Listed on:
 - a. Sponsor banner to the left of the stage at each concert (12) on each side of stage
 - b. As sponsor in TCDA press release(s) about event

Value: \$1500

Tahoe City Adventure Digital Scavenger Hunt 2022 sponsor benefits:

1. Color logo included on:
 - a. All event marketing collateral and print advertising
 - b. Dedicated TCDA event webpage; live year-round and promoted from homepage from Summer to Fall 2020
 - c. TCDA's online event calendar listing
 - d. Event banners to be displayed at the venue
2. Listed as a sponsor in TCDA press release(s) about event

Value: \$500

Oktoberfest 2021 Sponsorship Benefits

1. Color logo included on:
 - a. Oktoberfest Banners at Event
 - b. On Oktoberfest Webpage, posters, fliers, and local media ads
 - c. Email campaigns

Value: \$500

Food & Wine Classic 2021/22 Sponsorship Benefits

1. Logo on:
 - a. Promotional Bag
 - b. 8'x3' banner in downtown Tahoe City
 - c. Regional Print Advertising
 - d. Posters
 - e. Event Tasting Map
 - f. Food & Wine Classic Website
 - g. Event Email Campaigns

Value: \$1500