

# South Tahoe Redevelopment Successor Agency

## Request for Qualifications

### **I. PROJECT OVERVIEW**

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The South Tahoe Redevelopment Agency has been dissolved as a result of the passage of State of California Assembly Bill X1 26. Following AB X1 26, the City of South Lake Tahoe opted to become the South Tahoe Redevelopment Successor Agency and is required to dispose of its real property assets.

The Successor Agency is seeking proposals from qualified professional real estate brokers and real estate agents interested in serving in the capacity as the real estate agent and/or broker for the Successor Agency.

### **II. REQUESTED SERVICES**

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The Successor Agency is seeking a qualified professional real estate broker or real estate agent to:

1. Provide Broker Professional Opinions (BPO) for various real properties.
2. Assist the Successor Agency in determining whether the following, and any additional parcels are marketable: the Southwest Corner of Ski Run Blvd. and Lake Tahoe Blvd. (2 parcels), 3900 Lake Tahoe Blvd, 3980 Lake Tahoe Blvd. and 1021 Sonora Blvd.
3. Assist in identifying real property deeded to the South Tahoe Redevelopment Agency. [A copy of a Memorandum of the Oversight Board for the South Tahoe Redevelopment Successor Agency is attached hereto. This Memorandum lists properties owned by the South Tahoe Redevelopment Agency. The list may not be comprehensive].
4. As directed by the Successor Agency, list property owned by the former Redevelopment Agency for sale, which includes marketing the property, keeping the Successor Agency informed of interested parties, negotiating transactions, and completing escrow.

### **III. PROPOSAL SUBMISSION**

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Interested, experienced and qualified professional real estate brokers and agents must submit proposals to the Successor Agency by **June 25, 2012 at 2:00 p.m.**

Submit proposals to:

Patrick Enright, City Attorney  
City of South Lake Tahoe  
1901 Airport Road  
South Lake Tahoe, CA 96150  
penright@cityofslt.us

### **IV. CONTENTS OF PROPOSALS**

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Proposals shall:

1. Be no more than five pages, typed, 12 point font.
2. Conform to the following format with the section letters and headings prescribed below:
  - A. Company, Firm or Independent Professional's Background and Qualifications

- B. Proposed Structure and/or Description of Services [including a statement explaining how the firm or independent professional will deliver the services sought]
- C. Compensation Plan and/or Cost Breakdown [including an estimate as to the value of services to be provided]
- D. References [provide at least 2]
- E. Other Pertinent Information

## V. EVALUATION PROCESS

1. Proposal opening will be on **June 25, 2012 at 2:00 pm.** at 1901 Airport Road, Suite 300, South Lake Tahoe, CA. The public, including all person who submitted proposals may attend the opening.
2. Proposals will be evaluated by the Proposal Evaluation Committee. This committee will consist of three people to be selected by the South Tahoe Redevelopment Successor Agency
3. Proposals are evaluated based on a combination of (1) bid price, (2) experience and (3) the proposal's showing that the firm or independent professional will be able to deliver the services sought. The contract will be awarded to the firm or professional that conforms most closely to the RFQ and is the most advantageous to the Successor Agency, price and other factors considered. Price will be considered, but is not the sole factor in determining the successful proposal.
4. The Successor Agency reserves the right to negotiate with the firm or independent professional selected in the evaluation process for this contract.

## VI. SELECTION PROCESS

1. The proposal with the highest cumulative score from the evaluation process will be contacted by **June 28, 2012 at 5:00 p.m.** and informed that they will be recommended to the Board of Directors of the Successor Agency as the winning bidder. The Board of Directors of the Successor Agency will consider and review the recommendation and award the contract at the July 3, 2012 Successor Agency public meeting.
2. The winning proposer and the City may thereafter commence negotiation.
3. The winning proposer shall be required to sign and adhere to the standard Professional Services Agreement (PSA) in order to accept the contract. The standard PSA is attached hereto and incorporated herein by reference.

## VII. SUCCESSOR AGENCY CONTACT

This RFQ is being coordinated by the South Tahoe Redevelopment Successor Agency. Any questions or inquiries pertaining to this RFQ must be submitted in writing (email is sufficient) *prior to the deadline for submitting proposals* to:

Patrick Enright, City Attorney  
City of South Lake Tahoe  
1901 Airport Road  
South Lake Tahoe, CA 96150  
penright@cityofslt.us

All questions and inquiries will be responded to in writing and provided to all prospective proposers.

**MEMORANDUM FOR THE  
OVERSIGHT BOARD  
FOR THE  
SOUTH TAHOE REDEVELOPMENT SUCCESSOR AGENCY**

To: Oversight Board for the South Tahoe Redevelopment Successor Agency  
Fr: City of South Lake Tahoe  
Re: List of Former South Tahoe Redevelopment Agency Fixed Assets  
**Agenda Item Future Business**

APNs	Address or Location	Description
27-075-11,19 and 20	1051, 1055 and 1059 Ski Run Blvd	Blue Lake Motel Site and Parking Lot
27-690-08 and 09		Southwest Corner of Ski Run Blvd & Lake Tahoe Blvd
26-085-18	971 Tallac Avenue	Tahoe Shores West Demolition lot (committed to St Joseph's trust for low/moderate income owner occupied residence)
26-082-05	3141 Riverside	Tahoe Shore West Demonlition
29-170-01	3900 Lake Tahoe Blvd	Serra Motel Demolition
29-170-02	3908 Lake Tahoe Blvd	Jackpot Inn Demolition
27-027-010	1021 Sonora	Fantasy Inn Parcel/ Vet Bldg
29-075-10	Park & Pine Basin	Open Space / Basin
29-331-01	Fern Basins	Open Space / Basin
29-332-07	Fern Basins	Open Space / Basin
27-051-12	Beach Area @ Ski Run	Open Space / Public Space
27-054-15	Creation of Maple Avenue	Public access
27-073-29	1030 Sonora	Open Space / Basin
27-690-12	Turn Lane @ Hwy 50 & Ski Run	Public Right of Way/Street
29-041-28	4048 Pine	Basin (3 Peaks)
29-075-10	Park and Pine Basin	Open Space
29-095-01 to 05	3899 Park - Park Basin	Open Space
29-150-12	Tiny Triangle new Wildwood	lot

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_ day of July, 2012 by and between the **South Tahoe Redevelopment Successor Agency**, a municipal corporation ("Agency") and \_\_\_\_\_ ("Consultant").

### RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. Agency desires to retain Consultant to render professional services as set forth in this Agreement.

### AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind Agency in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Schedule A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Schedule B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until this Agreement is terminated pursuant to Section 6 herein.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Schedule B** which is attached hereto and incorporated herein by reference. Payment by Agency under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Agency at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein.
4. Method of Payment. Consultant shall submit monthly billings to Agency describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. Agency shall pay Consultant no later than 30 days after approval of the monthly invoice by Agency staff.
5. Extra Work. At any time during the term of this Agreement, Agency may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without written authorization from Agency.
6. Termination. This Agreement may be terminated by Agency or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and shall be entitled to all work performed to that date.
7. Ownership Of Documents.  
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.
8. Consultant's Books and Records.
  - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Agency for a minimum period of three (3) years, or for any



longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Agency, County Auditor or a designated representative of these officers. Copies of such documents shall be provided to Agency for inspection at Agency offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where Agency has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Agency may, by written request by any of the above-named officers, require that custody of the records be given to Agency and that the records and documents be maintained at Agency offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of Agency. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Agency's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the Agency.

Agency is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and hold harmless from any and all claims that may be made against Agency based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any

investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of Agency or of any official, other than normal agreement monitoring; and,
- b. Possesses no authority with respect to any decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. Agency has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise..

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The Agency, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to Agency that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its

profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless Agency, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), to the extent cause by the negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the Agency, its boards, officers, agents, employees or volunteers. Consultant agrees to defend Agency from and against any and all losses, damages, claims costs and fees that is ultimately determined by the dispute resolution process to have been caused by and only to the extent of Consultant's negligent acts, errors or omissions.

Agency does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by Agency, or the deposit with Agency by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
  - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by Agency at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation



against Agency, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for Agency .

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  - iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. Agency, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
  - ii. This policy shall be considered primary insurance as respects Agency, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by Agency, including any self-insured retention Agency may have, shall be considered excess insurance only and shall not contribute with it.

- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
  - iv. The insurer waives all rights of subrogation against Agency except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Agency, its elected or appointed officers, officials, employees, agents or volunteers.
  - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice to the legal counsel for the Agency by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable.
- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to Agency as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by Agency as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Agency: South Tahoe Redevelopment Successor Agency  
1901 Airport Rd.  
South Lake Tahoe, CA 96150

Provide a copy to: South Tahoe Redevelopment Successor Agency  
Attn: Legal Counsel  
1901 Airport Road, Suite 300  
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to Agency for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of Agency. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of Agency. If Agency consents to such subcontract, Consultant shall be fully responsible to Agency for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between Agency and subcontractor nor shall it create any obligation on the part of Agency to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be submitted to the Board of Directors of the Agency. The decision of the Board of Directors of the Agency shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Court in the County of El Dorado..
21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon

or resulting from the award or making of this Agreement. For breach or violation of this warranty, shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Agency , during the term of his or her service with , shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
  - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's or organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance program; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
    - i. Will receive a copy of the Consultant's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future agreements if determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to Agency, the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.
25. Americans with Disabilities Act. By signing this Agreement, Consultant assures the Agency that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
26. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Agency and approved as to form by the Legal Counsel for Agency.
27. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
29. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

SOUTH TAHOE REDEVELOPMENT      CONSULTANT  
SUCESSOR AGENCY

By \_\_\_\_\_  
Claire Fortier, Chairperson

By \_\_\_\_\_

Business License # \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Patrick L. Enright, Legal Counsel

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C - Anti-Lobbying Certification



**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

## EXHIBIT C

### ANTI-LOBBYING CERTIFICATION

**Consultant shall submit to Agency this certification prior to or at the time of the execution of this Agreement.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than \$10,000 and no more than \$100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant

By: \_\_\_\_\_