

MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
Submitted by: Jennifer Merchant, Principal Management Analyst

DATE: October 6, 2009

SUBJECT: North Lake Tahoe Resort Association (NLTRA) Fiscal Year 2009-2010 contract in the amount of \$3,600,000

Action Requested

Approve an agreement with the North Lake Tahoe Resort Association (NLTRA) in the amount of \$3,600,000 for Fiscal Year 2009-2010 to promote tourism and provide guidance to the Board of Supervisors on infrastructure project expenditures.

Background

The NLTRA serves to help promote tourism and to provide guidance to the Board of Supervisors in funding infrastructure projects to enhance the built environment in North Lake Tahoe communities. The primary task of the NLTRA is to implement the 2004 North Lake Tahoe Tourism and Community Investment Master Plan (TCIMP), through marketing, transportation and infrastructure development efforts. Each year the County negotiates an agreement with the NLTRA for disbursement and expenditure of Transient Occupancy Tax (TOT) dollars for these purposes.

In an effort to further strengthen elements of the NLTRA agreement and to maintain tourism development and services while also balancing other related Placer County Tahoe operational needs, a number of changes to the contract and budget have occurred this year. These changes, discussed in the following section, are reflected in the attached FY 2009-2010 Agreement Between the County of Placer and the North Lake Tahoe Resort Association and six attachments, including the Scope of Work (and Attachments A1-4), Proposed Payment Schedule, Tahoe TOT Budget, (Attachments B and C), as well as the Community Marketing Program Grant Funding Criteria, Marketing Performance Review and Memorandum- Adopted by the NLTRA Board, February 2003, (Attachments D, E and F), which accompany the agreement. The recommended contract amount will fund administrative costs, direct marketing, program research, visitor information and support services (most significantly transit services) and various infrastructure projects.

Issues

As indicated earlier, the FY 2009-2010 Contract has been amended through negotiations to reflect a more comprehensive approach to tourism marketing and infrastructure development while maintaining Placer County's ability to provide base level services in light of ongoing fiscal challenges.

The most significant contract modification is a shift of funding from last year's direct marketing and tourism services to maintain base level county services. This modification will ensure continued attainment of tourism marketing and service goals, while also ensuring that County Services in Tahoe are maintained at acceptable levels. Specifically, for FY 2009-2010, \$500,000 in Tahoe area TOT funds collected will be allocated to maintain Tahoe-specific services, such as keeping the Kings Beach Dental Clinic open, maintaining base TART bus service levels, and an allocation to public safety. Additionally, a significant portion of FY 2008-2009 fund balance and all capital funds allocated to the Infrastructure Account will be held in reserve pending possible allocation to fund Tahoe essential services in the event of additional state budget cuts.

Other contract modifications have been made to develop an area-wide capital project and financial plan, continue contract compliance improvements specifically in the areas of streamlining payment for County-provided services, the fiscal neutrality of reciprocal marketing agreements with outside jurisdiction partners and allowances to allocated additional marketing reserve funds to maintain existing tourist market share.

In order to improve planning and coordination of various County and external agency capital projects in the Lake Tahoe area, the contract also includes agreement on joint preparation of a comprehensive planning document that will identify capital project needs and funding sources. Projects already scheduled for review and funding consideration this year include the Lakeside Multipurpose Trail, Squaw Valley Visitor Information Center, Regional Wayfinding Signage, Homewood Class I Bike Trail, Tahoe City Historic Walking Tour and the Squaw Valley Olympic Ski Museum.

This year's budget proposal and contract continues to acknowledge that ongoing transit service is key to assist in the growth of the tourism economy, along with a joint cooperative marketing effort with the Incline Village Crystal Bay Visitors Bureau that maximizes marketing dollars and eliminates duplicative brand development efforts.

Fiscal Impact

The annual NLTRA contract is funded with a negotiated share of transient occupancy tax revenues generated in the North Tahoe TOT area. For Fiscal Year 2009-2010, contract funding of \$3,600,000 is recommended. The contract final budget includes \$1,899,989 for marketing, \$1,005,700 for visitor support services/transportation and \$694,311 for capital improvements (infrastructure).

Attachment: NLTRA FY 2009-2010 Contract and Attachments A-F

DESCRIPTION: AGREEMENT BETWEEN THE COUNTY OF PLACER AND THE NORTH LAKE TAHOE RESORT ASSOCIATION

THIS AGREEMENT MADE AND ENTERED INTO THIS 6th DAY OF October, 2009 BY AND BETWEEN the County of Placer, hereinafter referred to as "COUNTY" and the North Lake Tahoe Resort Association, Inc., a California Nonprofit Public Benefit Corporation, hereinafter referred to as "RESORT ASSOCIATION".

WHEREAS, the 1995 *North Lake Tahoe Tourism Development Master Plan* recommended the consolidation of the Tahoe North Visitors and Convention Bureau and the North Lake Tahoe Chamber of Commerce into a Resort Association; and,

WHEREAS, the *North Lake Tahoe Tourism Development Master Plan* recommended a Resort Association to oversee a full spectrum of tourism management functions, including marketing and visitor services, and the development, planning, and implementation of transportation and infrastructure projects; and,

WHEREAS, the COUNTY is desirous of obtaining certain services as recommended by the *North Lake Tahoe Tourism Development Master Plan*, and its successor plan, the *North Lake Tahoe Tourism and Community Investment Master Plan*, approved by the Placer County Board of Supervisors on July 26, 2004; and

WHEREAS, the NORTH LAKE TAHOE RESORT ASSOCIATION, Inc., a California Nonprofit Public Benefit Corporation, has been organized under the Nonprofit Public Benefit Corporation Law for public purposes, to promote, enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of the North Lake Tahoe, California region, and is willing to perform certain services for the COUNTY to implement the *North Lake Tahoe Tourism and Community Investment Master Plan*, and

WHEREAS, the COUNTY recognizes and values the local input process provided by the RESORT ASSOCIATION to maintain ongoing area-specific expertise and review of tourism marketing and capital infrastructure and operational investments.

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:

I. SCOPE OF WORK

RESORT ASSOCIATION shall perform the Scope of Work as set forth in Attachment A, attached hereto and incorporated herein by reference. Without restricting or otherwise limiting the work to be performed as described in Attachment A and its attachments, it is

agreed the intent of this Agreement is that the RESORT ASSOCIATION shall, in performing the work, do the following: 1) provide a full spectrum of management activities for tourism marketing and visitor services for the Placer County businesses of the North Lake Tahoe region (These services at times will include cooperative regional marketing efforts). Any regional marketing efforts shall not result in a subsidy to participating external jurisdictions.); 2) undertake its activities to implement in full the *North Lake Tahoe Tourism and Community Investment Master Plan*; and, 3) assist with the planning, development, and implementation of necessary public infrastructure improvements in the Placer County portion of the North Lake Tahoe region.

The Scope of Work may be amended only upon written approval between the RESORT ASSOCIATION and the County Executive Officer; provided, however, that no such amendment shall increase the compensation paid hereunder without execution of a written amendment approved by the Board of Supervisors.

2. CONDUCT OF BUSINESS OF THE ASSOCIATION

- A. All board meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. An agenda shall be prepared for each meeting of the board containing a brief general description of each item of business to be discussed or transacted at the meeting. No later than three (3) business days prior to the date of a meeting of the board, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community. The public shall be given an opportunity to attend each board meeting and to directly address the board on any item on the agenda and on the business of the RESORT ASSOCIATION generally.
- B. The RESORT ASSOCIATION need not discuss confidential matters involving litigation; attorney-client privileged matters, or personnel issues in public session. The RESORT ASSOCIATION shall make every effort to maximize public input into its decision-making process.
- C. To the extent monies received for projects and programs are expended by the RESORT ASSOCIATION or by a third party under grant from the RESORT ASSOCIATION for service and support in any amount greater than \$50,000, the RESORT ASSOCIATION shall utilize and require the third party to utilize a competitive bidding or procurement process. This process will ensure that the work is awarded in an impartial manner to the most responsive and best qualified contractor making certain that the projects and programs are accomplished in a cost-effective manner. This provision is not applicable to cooperative programs in which the RESORT ASSOCIATION is not a primary partner. Primary partner is defined as funding a 40 percent or greater share of service and support costs. This provision is also not applicable when service and support is being provided by a non-profit public benefit corporation that does not compete with other potential service providers. All service and support including initial pre-project planning and feasibility phases in an amount greater than \$50,000 must be accompanied

by a scope of work and contract. This includes funds granted for cumulative or phased projects and programs.

- D. This contract requires the RESORT ASSOCIATION to undertake a series of actions by established deadlines during the term of this contract. The actions are described and deadlines identified in a matrix which is Attachment A-1 to this contract.

3. TERM AND TIME OF COMPLETION

The term of this agreement is from July 1, 2009 through June 30, 2010, and may be extended from year to year thereafter as provided in Section 12. RESORT ASSOCIATION agrees to complete all tasks and submit all reports and other duties as outlined within said Scope of Work.

4. PROGRESS REPORTS

RESORT ASSOCIATION shall submit such progress reports and information as may be requested by COUNTY, including, but not limited to, the following requirements:

- A. The RESORT ASSOCIATION shall provide quarterly written reports to COUNTY describing in general narrative form the work performed during that previous quarter under each of the categories set forth in the Scope of Work, including a summary recap of the budget expenditures for each such category as set forth in the Final Budget and for projects and programs as defined in the Scope of Work, and Return on Investment indicator data as outlined in the Marketing Performance Review document. The report shall describe the need to revise the Scope of Work to achieve the desired program objectives, if required, explain any unanticipated difficulties in achieving program objectives, and propose amendments to this Agreement as may be necessary to achieve the objectives of the parties. The RESORT ASSOCIATION shall provide a completed quarterly report to the CEO Tahoe Office no later than 45 days following the last day of each quarter. The COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be promptly provided.
- B. No later than May 31, 2010, the RESORT ASSOCIATION shall submit a Scope of Work and an accompanying budget request for the succeeding fiscal year. The request shall include any suggestions for improvement of the Scope of Work and program objectives, and identify the costs thereof, if any.
- C. Prior to submittal to the COUNTY, the proposed budget and Scope of Work shall be made available for public review and comment by the RESORT ASSOCIATION in public forums at the Board of Directors and the following committee meetings: Chamber of Commerce, Finance, Infrastructure, Marketing, and Transportation. All comments and any response shall accompany the submittal to the COUNTY. Any RESORT ASSOCIATION partners, both public and private, who could be impacted by funding proposed to be included or excluded in the proposed budget will be notified in advance of the review and comment process.

- D. The RESORT ASSOCIATION shall have an annual audit of assets and liabilities performed and shall provide the same to the COUNTY within thirty (30) days of its completion. The COUNTY shall have the right to perform an audit of the financial records of the RESORT ASSOCIATION at its own cost at any time to verify payments and expenditures made under this Agreement. Upon request of the COUNTY, the RESORT ASSOCIATION agrees to make its financial records available to the COUNTY for any such review within a reasonable period of time.

5. COMPENSATION

A. MAXIMUM LIMIT

The RESORT ASSOCIATION'S total compensation is \$3,600,000, as set forth in detail on Attachment B (Payment Schedule), and Attachment C (RESORT ASSOCIATION TOT Budget). The total compensation amount reflects the amount approved in the Board of Supervisors Final Budget for the current fiscal year, and may also be subject to further written amendment based upon any subsequent contract and budget revisions approved by the Board of Supervisors. Such budget revisions shall also be based on approved percentage formulas and funding availability, including transient occupancy tax revenues and previous fiscal year fund balance, which may be adjusted, either positively or negatively.

Due to ongoing uncertainty related to impacts from potential significant California budget shortfalls, FY 2008-2009 fund balance shall be allocated in the following manner. In order to maintain base Tahoe Area Regional Transit service, no more than \$102,000 will be transferred from the FY 2008-2009 fund balance to the Department of Public Works prior to allocation to the RESORT ASSOCIATION accounts. \$50,000 of the fund balance accruing to the Marketing Account will be conveyed back to the Infrastructure Account. Remaining FY 2008-2009 fund balance will be allocated to the RESORT ASSOCIATION TOT Budget Accounts as follows: Marketing Account- 42 percent, Visitor Support/Transportation Account- 11 percent, and Infrastructure Account- 47 percent. \$150,000 will be allocated to the RESORT ASSOCIATION for marketing expenses consistent with those outlined in Scope of Work, Attachment A-3, following Board of Supervisors approval of a contract, scope of work and budget amendment. The balance of the marketing allocation, all of the allocation to the Visitor Support/Transportation and Infrastructure account allocations shall be held in reserve for potential contribution to the maintenance of essential COUNTY services in the North Lake Tahoe area, such as transit and transportation operations. It is anticipated that such determination by the COUNTY regarding funding needs would be made by mid-year. Prior to committing such funds, if necessary, the COUNTY and RESORT ASSOCIATION will meet and confer on any such contributions.

Funding availability is net of County services, as detailed in Attachment C, RESORT ASSOCIATION TOT Budget. The amount provided for County services shall be based on the FY 2004-2005 Final Budget (as approved by the Board of Supervisors in

November of 2004). The allocation for County services will be increased each year by the Consumer Price Index for a period of 5 years (CPI adjustment will be applied beginning in FY 2005-2006).

The maximum compensation amount shall represent full compensation for those activities and tasks described in the "Scope of Work" set forth as Attachment A and A 1-4, and is subject to any amendments to this amount and to the Scope of Work. All expenses of the RESORT ASSOCIATION, including any expert or professional assistance, any travel or per diem costs, any administrative services, and any capital expenditures necessary to complete the Scope of Work will be paid only from the money identified for each specific purpose, and within the limits set forth above.

B. INFRASTRUCTURE ACCOUNT

- 1) FY 2008-2009 charges for Overhead and Administration in the Infrastructure Account may be up to but not exceed \$157,500.
- 2) Other than Overhead and Administration expenses noted above, action by the Board of Supervisors is required for the expenditure of infrastructure funds based on recommendations of the NLTRA Infrastructure Committee to the Resort Association Board of Directors and approval of NLTRA recommendations by the Board of Supervisors. No infrastructure funds shall be expended by NLTRA until Board of Supervisors approval is granted.
- 3) The NLTRA Infrastructure Committee shall continue to consist of twelve (12) members, with six appointed by the Board of Directors of the Resort Association, and six (6) appointed by the Placer County Board of Supervisors. At the end of a two-year term, either the Resort Association or the Board of Supervisors may reappoint members.
- 4) All interest on funds earned in the RESORT ASSOCIATION Infrastructure Account shall be applied back to the Infrastructure Account, allocated only to Infrastructure projects and not applied to other activity accounts. Expenditure of interest and carryover funds in the Infrastructure Account shall be in accordance with the approval process illustrated in Section B. 2). Any carryover from the previous fiscal year shall be allocated to each activity account based on the agreed to formula and shall not be expended by any other activity account. Fund balance shall be allocated to the activity account in which it originated.
- 5) Expenditure of Research and Planning funds allocated to the Infrastructure Account does not require Board of Supervisors approval, but shall be limited to expenditure on Research and Planning Activities that provide advance studies, concept or preliminary planning, technical fact-finding or analysis, data collection, community workshops, and public opinion surveys that lead toward the advancement of projects eligible for funding from the Infrastructure Account as outlined in the TCIMP, and as specified in the annual budget. A list of potential Research and Planning fund activities

being considered for FY 2009-2010 is included in the Scope of Work, Attachment A-2.

- 6) As cited in Section 5. COMPENSATION, A. MAXIMUM LIMIT, all funds allocated to the FY 2009-2010 Infrastructure Account shall be held in reserve for potential contribution to the maintenance of essential COUNTY services in North Lake Tahoe, such as transit and transportation operations. It is anticipated that such determination by the COUNTY regarding funding needs would be made by mid-year. Prior to committing such funds, if necessary, the COUNTY and RESORT ASSOCIATION will meet and confer on any such contributions.
- 7) FY 2009-10 shall mark the second year of the RESORT ASSOCIATION's commitment of the additional \$900,000 in funding for the Kings Beach Commercial Core Improvement Project, of which \$500,000 was paid in FY 2008-09. The funds will accrue to the Infrastructure Account currently retained by the COUNTY, bringing the total Resort Association commitment of TOT funds for this project to \$4.35 million. The RESORT ASSOCIATION will also provide \$100,000 to the County Public Works Department to be used for enhanced snow removal services for the Squaw Valley, Alpine Meadows, and North Star Ski Resorts. The funds will accrue to the Infrastructure Fund Account currently retained by the COUNTY. In the case that funding is needed for essential services as outlined above in Item B.6) above, consistent with other Infrastructure Account projects approved during FY 2009-2010, funds for the Kings Beach Commercial Core Improvement Project and enhanced snow removal services will be transferred from Infrastructure Funds deposited from previous fiscal years into the COUNTY treasury.
- 8) The COUNTY recognizes the various agencies and special districts that fund, implement and maintain capital infrastructure projects which serve and attract visitors to North Lake Tahoe, as well as the need for coordinated project planning and funding of these projects. During the FY 2009-2010 contract period, the COUNTY and RESORT ASSOCIATION will embark on a comprehensive joint planning process effort to develop a North Lake Tahoe Capital Improvement Program, that will take into consideration comprehensive capital needs and funding sources, including, but not limited to, COUNTY Department of Public Works, Facilities and Redevelopment Agency, RESORT ASSOCIATION, and other agencies.

C. MARKETING ACCOUNT

- 1) Consistent with RESORT ASSOCIATION policy outlined in Attachment F, for FY 2009-2010 only, the Marketing Account Reserve Fund can be reduced by up to 7.5 percent of the total budgeted expenditures to allocate for direct marketing programs. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this contract. If reserve funds within the 7.5 percent marketing reserve account are expended consistent with Attachment F, the funds will be reimbursed to the reserve account by the end of the following fiscal year.

- 2) No Transient Occupancy Tax dollars shall be used for the purpose of operating or maintaining Central Reservations functions of the Central Reservations Department.
- 3) In order to meet the Tourism and Community Investment Master Plan goal of "conducting more direct marketing and sales in cooperation and coordination with its member businesses and constituents," and consistent with Attachment A, Scope of Work, a Community Marketing program shall allocate \$85,000 toward the development of special projects and programs that promote visitation to communities. Of that total, the Community Marketing program will set aside \$50,000 to be allocated only after consensus recommendation of the RESORT ASSOCIATION'S Chamber Advisory Committee to the North Tahoe Business Association, Tahoe City Downtown Association, West Shore Association, Northstar Village Retailers Association and the Squaw Valley Business Association, based on pre-determined criteria. Attachment D to this contract includes the criteria list, as well as monitoring information required to determine ROI. The recommendation must then be approved by a majority vote of the RESORT ASSOCIATION Board of Directors. The remaining \$35,000 balance will be distributed through a similarly-approved Special Events mini-grant process. The Chamber Advisory Committee will consist of one representative each from the North Tahoe Business Association, Tahoe City Downtown Association, West Shore Association, Northstar Village Retailers Association, Squaw Valley Business Association, the COUNTY, and at a minimum, one representative from the RESORT ASSOCIATION/North Lake Tahoe Chamber of Commerce. As part of its consideration for continuation of this program, the RESORT ASSOCIATION has codified this committee in its Supplemental Operating Procedures and Policies document.
- 4) As identified in the Tourism and Community Investment Master Plan, the RESORT ASSOCIATION and PLACER COUNTY Executive Office Staff have developed and approved a mutually agreed upon set of Return on Investment indicators from the expenditure of all dollars expended by NLTRA for direct marketing promotion. The purpose of this requirement is to ascertain the effectiveness of the COUNTY'S investment in direct marketing and promotions services provided by the RESORT ASSOCIATION. As recommended in the Master Plan, the specific set of ROI indicators developed shall use measurable objectives and tracking mechanisms, so that RESORT ASSOCIATION marketing program expenditures, as recommended in the TCIMP, can be "measured, tracked, and evaluated based on ROI." The resultant Marketing Performance Review Document is included as Attachment E to this document. An ROI data and analysis report will be provided to the Placer County Executive Office based on specifications agreed to by the Placer County Executive Office as part of the Bi-seasonal Marketing Collateral Reports. The summer report (April- September) is due no later than 45 days following the last day of the first quarter and the winter report (October- March) is due 45 days following the last day of the third quarter.

5) The RESORT ASSOCIATION has entered into a Cooperative Marketing Agreement with the Incline Village Crystal Bay Visitors Bureau (IVCBVB). Consistent with the terms of the North Lake Tahoe Marketing Cooperative Participation Agreement between the RESORT ASSOCIATION and the IVCBVB, the following stipulations are also made part of this Agreement between the RESORT ASSOCIATION and the COUNTY.

a) No provision in the North Lake Tahoe Marketing Cooperative Participation Agreement shall be interpreted as to supersede or conflict with any provision of the current Agreement between the COUNTY and the RESORT ASSOCIATION as approved by the RESORT ASSOCIATION and the COUNTY.

b) The RESORT ASSOCIATION shall maintain and track a separate accounting of its Marketing and Administrative Expenditures as contributed to the Cooperative, along with an accounting of the combined Cooperative expenditures. Any and all administrative costs expended by the RESORT ASSOCIATION on behalf of the Cooperative and its partners shall be reimbursed to the RESORT ASSOCIATION by fair share allocation following review and approval by the COUNTY.

c) The RESORT ASSOCIATION shall include Marketing Performance Indicators based on the total annual expenditures of the North Lake Tahoe Marketing Cooperative as part of the RESORT ASSOCIATION'S adopted Marketing Performance Review Document, an updated copy of which shall be provided to Placer County as part of the RESORT ASSOCIATION'S Year End Report to Placer County.

d) Activities, including program oversight, and any decisions made by the Cooperative Marketing Committee, as defined in Section 8 of the North Lake Tahoe Marketing Cooperative Agreement, shall be consistent with the budget resources and marketing direction approved by the RESORT ASSOCIATION Board of Directors, in accordance with its approved Operating Procedures and Policies document.

D. VISITOR SUPPORT SERVICES/TRANSPORTATION ACCOUNT

1) Expenditure of Research and Planning funds allocated to the Visitor Support Services Account shall be limited to expenditure on Research and Planning Activities that provide advance studies, including plans, specifications and engineering, concept or preliminary planning, technical fact-finding or analysis, data collection, community workshops, and public opinion surveys that lead toward the advancement of projects eligible for funding from the Visitor Support Services Account as outlined in the TCIMP. A list of potential Research and Planning fund activities being considered for FY 2007-2008 is included in the Scope of Work, Attachment A.

- 2) Implementation of transit and transportation services and programs shall be limited to the list provided in the Scope of Work, Attachment A-4. Additions or changes to the services provided require a Scope of Work amendment to be approved by the Board of Supervisors.

E. PAYMENT SCHEDULE

- 1.) Payments shall be made to the RESORT ASSOCIATION as set forth in Attachment B, entitled "Payment Schedule" for the term of this Agreement, predicated on the ongoing fulfillment of the terms of this Agreement, and based upon the receipt of progress reports as outlined in Section 4. The Payment Schedule for FY 2009-2010 will begin on October 1, 2009 or upon execution of this agreement. The Payment Schedule may be amended with the written approval of the County Executive Officer or his designee. Such amendment may include advance funding for administration, marketing, and transportation as mutually agreed upon by the parties; however, in no event shall such amendments create any additional liability to COUNTY, or additional compensation to RESORT ASSOCIATION without approval of the Board of Supervisors (i.e. any advance would be comprised of funds included within the NLTRA/Placer County budget and overall agreement amount).
- 2.) Apportionment to the Infrastructure Account held by the COUNTY will occur at such time as the Placer County Board of Supervisors approves of the RESORT ASSOCIATION recommended infrastructure projects. Distribution of funds to the RESORT ASSOCIATION for Infrastructure projects shall occur once per quarter based on anticipated project expenditures, and only after receipt and acceptance of a statement inclusive of previous project invoices, expenditures and balances in a format agreed to the COUNTY. The RESORT ASSOCIATION shall not carry an Infrastructure Account balance that exceeds the amount allocated in the quarterly payment by more than \$250,000. If funds in addition to those anticipated in the quarterly allocation request are required, an additional request for funds may be submitted to the COUNTY for review and approval. Distribution to the RESORT ASSOCIATION shall be consistent with project progress as mutually agreed upon. Payments for new infrastructure projects recommended by the RESORT ASSOCIATION and approved by the Board of Supervisors shall first be funded with any existing TOT funds held by the RESORT ASSOCIATION prior to additional payments to the RESORT ASSOCIATION from the Infrastructure Fund account retained by the COUNTY.
- 3.) Allocation of funds for all transit services implemented directly by the COUNTY shall be conducted via internal journal transfer following recommendation by the RESORT ASSOCIATION Board of Directors and approval by the BOARD OF SUPERVISORS and based on an annual agreement. Journal transfers as described above will be accompanied by electronic and written notice to the RESORT ASSOCIATION.

F. POLITICAL CONTRIBUTIONS

The RESORT ASSOCIATION shall not use any funds received under this Agreement for political contributions of any type. The RESORT ASSOCIATION may use budgeted funds received under this Agreement to obtain legislative advocacy services, so long as those services are exclusively utilized in a manner consistent with the intent and purpose of this Agreement and the duly adopted policies of the COUNTY regarding any issue for which such services are obtained by the RESORT ASSOCIATION. Such efforts may include advocacy for state and federal funding to implement identified infrastructure projects, transit operations, and/or other legislative efforts consistent with the intent and purpose of this agreement that are allowable with respect to expenditure of public funds.

In the event that the RESORT ASSOCIATION engages in any other expenditures for legislative advocacy or political purposes utilizing its own funds, the RESORT ASSOCIATION shall certify upon the request of the COUNTY that all such expenditures are from funds other than those provided by this Agreement.

G. RIGHT TO WITHHOLD PROGRESS PAYMENTS

1. COUNTY, in its sole discretion, may withhold part or all of monthly payments, if the RESORT ASSOCIATION:
 - a) Does not comply with the requirements set forth in this Agreement; or,
 - b) Does not adhere to the Scope of Work, detailed work plans and key milestones for measuring progress; or,
 - c) Fails to take prompt and effective corrective action to remedy material variances from the Scope of Work, detailed work plans and key milestones for measuring progress.
3. Payments shall not be withheld unless and until COUNTY:
 - a. Provides RESORT ASSOCIATION a written notice of intent to withhold payment; and,
 - b. Allows RESORT ASSOCIATION fifteen (15) calendar days to respond and/or take corrective action(s).

6. RECORDS

- A) RESORT ASSOCIATION shall maintain at all times separate, complete, detailed records of the funds with regard to work performed under this Agreement in a form acceptable to COUNTY, according to generally accepted accounting and internal control principles. COUNTY shall have the right to inspect such records, including Board and Committee meeting agendas and minutes, at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to RESORT ASSOCIATION until

COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. Payments shall not be withheld unless and until COUNTY:

- 1) Provides RESORT ASSOCIATION a written notice of intent to withhold payment; and
 - 2) Allows RESORT ASSOCIATION fifteen (15) calendar days to respond and/or take corrective action(s).
- B) Records, progress reports, work papers, written or graphic material developed by RESORT ASSOCIATION in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of RESORT ASSOCIATION.

7. EMPLOYEES OF RESORT ASSOCIATION

All persons performing services for RESORT ASSOCIATION shall be independent contractors, or employees of RESORT ASSOCIATION and not employees of COUNTY. RESORT ASSOCIATION shall be solely responsible for the compensation of independent contractors and for the salaries and other applicable benefits, including Workers' Compensation, of all RESORT ASSOCIATION employees.

8. PERFORMANCE

The RESORT ASSOCIATION agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards. Failure to perform the aforementioned work and services, as determined by the COUNTY, could lead to assessment of liquidated damages of up to three (3) percent of the net total contract amount.

9. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The RESORT ASSOCIATION hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The RESORT ASSOCIATION agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at the sole expense of RESORT ASSOCIATION. THE RESORT ASSOCIATION 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 the RESORT ASSOCIATION or the COUNTY, or to enlarge in any way

the RESORT ASSOCIATION's liability, but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from RESORT ASSOCIATION's performance pursuant to this Agreement.

10. INSURANCE

RESORT ASSOCIATION shall file with COUNTY, concurrently herewith, a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A: VII Showing.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Consistent with Section 7, above, The RESORT ASSOCIATION shall provide Worker's Compensation insurance as required by applicable law or regulation. Employer's liability insurance shall match or exceed statutory coverage for each accident for bodily injury by accident, bodily injury by disease, and for each employee for bodily injury by disease.

If there is an exposure of injury to RESORT ASSOCIATION's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to The County of Placer." RESORT ASSOCIATION shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE

- 1) Comprehensive General Liability or Commercial General Liability Insurance covering all operations by or on behalf of RESORT ASSOCIATION, providing insurance for bodily injury and property damage liability for the limits of liability indicated below and including coverage for:
 - a) Contractual liability insuring the obligations assumed by the RESORT ASSOCIATION 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 RESORT ASSOCIATION carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- 4) If RESORT ASSOCIATION carries a Comprehensive General Liability (Occurrence) Policy:
 - a) The limits of liability shall be not less than:
 - One million dollars (\$1,000,000) each occurrence (combined single Limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - b) 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 (\$2,000,000).

C. SPECIAL CLAIMS MADE POLICY FORM PROVISIONS:

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

- 1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (Combined Single Limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed-Operations
 - Two million dollars (\$2,000,000) General Aggregate
- 2) The insurance coverage provided by RESORT ASSOCIATION shall contain language providing coverage up to six (6) months 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.

D. ENDORSEMENTS

Each Comprehensive or Commercial Liability policy shall be endorsed with the following specific language:

- 1) "The County of Placer, its officers, agents, employees and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement between the Resort Association and the County of Placer."
- 2) "The insurance provided by the RESORT ASSOCIATION, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs mandated by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days written notice to the County of Placer."

E. AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance covering bodily injury and property damage in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

11. CANCELLATION

This Agreement may be canceled by COUNTY or RESORT ASSOCIATION upon the giving of ninety (90) days advance written notice. Such notice shall be personally served or given by registered or certified United States Mail. In the event of cancellation by COUNTY or RESORT ASSOCIATION, RESORT ASSOCIATION shall be paid for all work performed and all reasonable expenses incurred to date of cancellation with any remaining unexpended funds returned to COUNTY.

12. AMENDMENTS - ANNUAL EXTENSIONS

This Agreement may be amended in writing. It is contemplated by the parties that the COUNTY will continue to contract for the services such as those set forth in the Scope of Work to be performed for the benefit of the North Lake Tahoe area on an annual basis, and that the RESORT ASSOCIATION will continue to be available, willing, and capable of providing such services on an annual basis. In the event the parties are agreeable to extending this Agreement, the Agreement may be extended by amending Sections 1 and 5 to set forth a new Scope of Work and new compensation and payment schedule for each succeeding year.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COUNTY OF PLACER, "COUNTY"

By: _____
F.C. "Rocky" Rockholm
Chair, Board of Supervisors

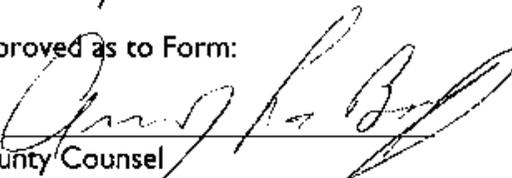
Date: _____

**NORTH LAKE TAHOE RESORT ASSOCIATION,
"RESORT ASSOCIATION"**

By: 
Alex Mourelatos, Chairman, Board of Directors
North Lake Tahoe Resort Association

Date: 9/16/09

Approved as to Form:

By: 
County Counsel

Date: 9/16/09

List of Attachments:

- A- Scope of Work
- A-1- Compliance Matrix
- A-2- Research & Planning Projects
- A-3- Supplemental Scope of Work
- A-4- Transportation Programs & Services
- B- Payment Schedule
- C- FY 2009-2010 Budget
- D- Community Marketing Program Eligibility Criteria
- E- Marketing Performance Review Document
- F- Marketing Reserve Account Policy

Attachment A



North Lake Tahoe Resort Association Scope of Work - FY-2009/2010

Background

For more than 14 years, the North Lake Tahoe Resort Association (NLTRA) has been a valuable partner for and with Placer County. The NLTRA has a successful track record of investing the Transient Occupancy Tax funds (TOT) granted by the Board of Supervisors, consistent with the recommendations of the master plans developed by the North Lake Tahoe community and adopted by the Board of Supervisors in 1995 and 2004.

Through its support of the NLTRA, and the Association's unique and effective network of partnerships, Placer County is able to significantly leverage these TOT funds to achieve an even greater level of Return on Investment (ROI) in the vital areas of marketing, transportation, and infrastructure. As documented in numerous studies, including the recent *Placer County Travel Industry Assessment and Detailed Economic Impact Estimates (2002-2008p)*, a continuation of this successful investment strategy is essential as part of efforts to keep North Lake Tahoe competitive as a nationally and internationally known destination.

Purpose

The importance of tourism to the economic health of North Lake Tahoe and Placer County has been documented in numerous studies conducted over many years coming only most recently, the *Placer County Travel Industry Assessment and Detailed Economic Impact Estimates (2002-2008) report* (Dean Runyan Associates, March 2009). Accordingly, the adopted mission of the North Lake Tahoe Resort Association is to "promote tourism and benefit business through efforts that enhance the economic, environmental, recreational and cultural climate of the area." The NLTRA expertise, services, and programs described in this Scope of Services are consistent with this mission.

Based on the Placer County-NLTRA agreement, the services provided by the NLTRA are summarized as follows: the NLTRA shall, 1) *provide a full spectrum of management activities for tourism marketing and visitor services for the Placer County businesses of the North Lake Tahoe region*; 2) *undertake its activities to implement in full the North Lake Tahoe Tourism and Community Investment Master Plan*; and, 3) *assist with the planning, development and implementation of necessary public infrastructure improvements in the Placer County portion of the North Lake Tahoe region.*

The NLTRA shall implement this Scope of Services through the following functions and expertise:

Tourism Division

Marketing, Advertising and Promotions, Group & Conference Sales, Leisure Sales, Special Events, Public Relations, Media Relations, Web Site, and Visitor Information Services

The mission of the Tourism Division is to *"promote North Lake Tahoe as a travel destination with the purpose of increasing travel spending within the region, including year-round occupancy and length of stay, generating additional Transient Occupancy Tax (TOT) revenues, sales tax revenues and maximizing the exposure and promotion of North Lake Tahoe on a regional, national, and international level."*

The NLTRA Tourism Division will conduct a series of workshops designed to solicit input from marketing professionals and partners, and members of the community, for the purpose of updating North Lake Tahoe's marketing strategies, plans and programs. The NLTRA has an adopted **Marketing Performance Reporting Document** which guides the tracking and reporting on Marketing "Return on Investment" (ROI) Indicators. The review of performance helps guide the development of each subsequent marketing plan.

Key Performance Objectives

- Increase marketing ROI performance, including total paid clicks to the Web site; total unique visitors to the Web site and percent of lodging referrals to total visits.
- Track cost per visitor to the Web site.
- Increase the number of Web site clicks to lodging properties.
- Continue to engage in communications with marketing partners, including lodging and attraction suppliers and co-op partners; conduct at least one annual "member and partners" workshop to review marketing strategies, investments and performance indicators and solicit feedback and input.

The following is a summary of the focus and activities of each department and function within the Tourism Division and Key Performance Objectives for each:

Group/Conference Marketing and Sales

The purpose of this function and program is to increase the number of meetings held each year at North Lake Tahoe and to increase awareness of the region as a premier destination to the national and regional meetings industry. Specifically, the department works to develop group and conference business and provides referral and conversion services. Its efforts are focused in partnership with those properties, large and small, with the ability to book and serve group and conference business and who are members of the NLTRA Conference Program. Department programs consist of an integrated media and marketing plan, trade show schedule, sales missions and familiarization tours, and client relations.

Key Performance Objectives

- The Conference Sales Program will continue the work necessary to further establish Placer County and North Lake Tahoe in the regional and national meetings market, with the goal of maintaining TOT and other revenues associated with group and meetings business.
- Improve competitive position, ease of navigation, and quality of content on the NLTRA's Web site, from the Conference Marketing and Sales program perspective.
- Maintain group and conference lead generation from the Web site.
- Maintain total leads and total booked revenue.

Leisure Marketing and Sales

The purpose of this function and program is to increase vacation and leisure travel to North Lake Tahoe. This effort focuses on building regional, national and international tourism business for North Lake Tahoe through a variety of trade shows, familiarization tours, promotional programs, training for travel and reservation agents, and media and public relations. The department targets three distribution channels for the sale of North Lake Tahoe vacations and vacation products: 1) direct to consumer; 2) travel agents; and, 3) tour operators.

The department serves as NLTRA's primary liaison with the cooperative tourism marketing programs available at the state level, in partnership with the California Travel and Tourism Commission (CTTC), an industry advocacy and cooperative marketing organization. These cooperative marketing programs include contracted General Sales Agents (GSAs) in targeted countries. Leisure Sales also coordinates the marketing and sales of the NLTRA's popular Ski Tahoe North multi-resort interchangeable lift ticket (STN).

Key Performance Objectives

- Host at least two trade FAMs per year, one with a summer focus and one with a winter focus; continue working with the NLTRA's Public Relations team and GSAs to host multiple media FAM trips during the year.
- Increase the number of Leisure Sales site inspections and sales missions promoting North Lake Tahoe.
- Increase North Lake Tahoe product placement in the wholesale and tour operator sales channels.
- Increase awareness and sales of the Ski Tahoe North Interchangeable Lift Ticket (STN).

Special Events, Projects and Promotions

The primary purpose of this department is to support the development, implementation and promotion of special events through available grant funding programs and event support services. During early FY-2009/10, the NLTRA will be developing a more aggressive special events strategy, along with a new Special Events Resource Guide for event producers and promoters that includes a description of the special events services and support available through the NLTRA. The department manager helps support the Tourism Division's new event development effort and the Community

Marketing Grant Program administered by the North Lake Tahoe Chamber of Commerce Advisory Committee. Promotional responsibilities of the department include coordinating special events with the www.GoTahoeNorth.com Web site, www.NorthLakeTahoeChamber.com, and other internet marketing channels.

Key Performance Objectives

- Fully integrate department expertise with community and resort sponsored and/or produced events.
- Develop and make available a **Special Events Resource Guide** for event producers and promoters that includes a description of the special events services and support available through the NLTRA.
- Provide technical support and assistance to grantees of the Community Marketing Grant Program, as requested.
- Assist area special events producers in the completion of ROI reports, as required.
- Assist in the implementation of new NLTRA special event strategies, as developed in early FY-2009/10.

Autumn Food and Wine Key Performance Objectives

Develop additional partnerships and events designed to expand the appeal and success of the Lake Tahoe Autumn Food & Wine Festival. This includes working with the Board appointed Special Events Working Group to determine the overall strategies of events and how those events fit into our marketing of North Lake Tahoe. In addition, specific measurable metrics have been incorporated to determine the effectiveness of this and other NLTRA support special event efforts. These metrics include the tracking and analysis of the following:

1. Total Event Attendance (by local, regional, and national)
2. Total Ticket Sales
3. Total Event Revenue
4. Total Web Site Visits
5. Total Web Impressions
6. Total Web Site Referrals
7. Total Public Relations Advertising Equivalency
8. Percent of Positive Media Coverage
9. Total Rooms Booked (where available)
10. Total Economic Impact

Web Site Strategies and Key Performance Objectives

As the main fulfillment channel for all marketing efforts, the GoTahoeNorth.com Web site must be fully leveraged to maximize the promotion of the entire North Lake Tahoe area, while delivering compelling consumer content. To that end, a significant effort will be undertaken to review and enhance the functionality and use of this important asset. To help guide this effort, the NLTRA Board of Directors has appointed a Web Strategy Working group, made up of various members of NLTRA committees and the community, to review the Web site and recommend to the board strategies for further improvements.

Below are strategies being considered:

1. Dedicated Web site contract manager
2. Improved navigation functionality
3. Improved and expanded content
4. Expansion of social media efforts
5. Expansion of video collection and distribution

Various Key Performance Objectives will be tracked and analyzed throughout this process to determine success of this Web Strategies effort. These include:

1. Total Unique Visitors
2. Cost Per Visitor
3. Percent of Direct and Bookmarked Visitors
4. Number of Repeat Visitors
5. Number of Lodging Referrals
6. Lodging Referrals as a Percent of Total Unique Visitors
7. Search Engine Referrals
8. Organic Search Engine Results

Public and Media Relations

This program focuses on efforts to increase public and media awareness of North Lake Tahoe as a premier year-round travel destination, to generate additional editorial coverage in national and regional publications and communication channels, and to help expand the reach of NLTRA marketing and advertising campaigns. Press kits are assembled on CD and distributed twice a year - winter and summer. Various media familiarization trips are organized and supported throughout the year, and assistance is provided to writers on assignment. The Public Relations team also: 1) helps support the Media Center on www.GoTahoeNorth.com to make it more useful to members of the media on assignment and/or those researching information about North Lake Tahoe; 2) provides input and support to the NLTRA's Video News Release (VNR) Program, and various other electronic media efforts, to ensure a consistent and accurate depiction of North Lake Tahoe; and, 3) helps provide information regarding the NLTRA and its programs in the local community and surrounding region.

Key Performance Objectives

- Increase the Advertising Equivalency of public relations efforts.
- Increase reference to, and the exposure of, the www.GoTahoeNorth.com Web site in editorial stories and features about North Lake Tahoe.
- Increase the number of media contacts and press releases downloaded from the GoTahoeNorth.com Web site.

Visitor Information Services

The purpose of the NLTRA's visitor information function is to provide high quality, comprehensive and convenient information services to area visitors. This information, and the way in which it is presented, is intended to enhance the North Lake Tahoe experience and encourage longer stays and/or return visitation. The NLTRA employs knowledgeable staff and conducts training as necessary for new or seasonal staff. It is

the goal of the NLTRA to continuously improve the quality of its visitor information services and expand the network of opportunities to provide such information.

The Tahoe City Visitor Information Center (open year-round) also provides referral services for NLTRA/North Lake Tahoe Chamber of Commerce member businesses and gives members an opportunity to display their collateral. The Center serves as a "front counter" for Chamber membership services and provides a variety of public services, such as the sale of tickets for a variety of area special events. During the peak summer season, the NLTRA operates a Visitor Information facility in Kings Beach, located at North Tahoe Beach, near the intersection of highways 28 and 267, on property owned by the California Tahoe Conservancy.

Key Performance Indicators

- Track the number of visitors served (walk-ins and telephone contacts) at the year-round and seasonal Visitor Information Centers; increase the number of visitors served using appropriate strategies as may be available.
- Work with the NLTRA Infrastructure Development program to expand the network of visitor information facilities within Placer County at North Lake Tahoe.

Community Marketing Program

The purpose of the Community Marketing Program is to help coordinate with and support the efforts of the Chamber/NLTRA's community marketing partners, including, but not limited to improving the marketing and promotion of specific geographic areas within the region through the *Resorts and Towns of North Lake Tahoe* component of the NLTRA's marketing efforts. Program goals include promoting community economic vitality and hospitality and helping to fund community marketing collateral and related projects, as identified in the NLTRA's adopted **Community Marketing Program Grant Funding Criteria**. A portion of the grant funds available is set aside to help support and promote regional special events. An important focus of the Community Marketing Program is to help ensure an enjoyable, memorable guest experience and stimulate return visitation to the area. Consistent with the Placer County/NLTRA agreement, the Community Marketing Program is administered by the North Lake Tahoe Chamber of Commerce Advisory Committee, with the final approval of all grant recommendations by the NLTRA Board of Directors.

Key Performance Objectives

- Improve the quality and distribution of "in market" visitor information and achieve greater coordination of advertising and promotional messages with those of the NLTRA in drive and destination markets.
- As resources are available, expand the special events component of the Community Marketing Grant Program, consistent with NLTRA special event marketing strategies and objectives and the adopted Community Marketing Grant Program Funding Criteria.

Support for Other Marketing Programs

Annually, by agreement with specific entities, the NLTRA provides financial and technical support as a partner in several regional cooperative marketing programs. These include the North Lake Tahoe Marketing Cooperative, Sierra Ski Marketing Council, Regional Marketing Committee, Placer-Lake Tahoe Film Office, North Tahoe Events Center, and the North Lake Tahoe Wedding and Honeymoon Association.

Visitor Support Services (Transportation) and Infrastructure Development

In the spring of 2009, the NLTRA completed and adopted the annual update of its *Integrated Infrastructure and Transportation Work Plan* and *Long Range Funding Plan*. The Integrated Work Plan is an "action plan" for FY-2009/10 that includes project priorities, descriptions, lead agencies and identifies project partners. It also estimates funding requirements, suggests time frames for project completion, and quantifies "flexible funding" requests for transit projects. The Long Range Funding Plan is updated as a tool to assist in budgeting, evaluating additional projects that may be proposed, and establishing long-term investment priorities. The *Long Range Funding Plan* adopted this year is for the period 2009-2014.

Visitor Support Services (Transportation)

The Visitor Support Services allocation provides funding for the NLTRA's contributions to the operation of Placer County's Tahoe Area Regional Transit (TART) system and other visitor serving transit and transportation services in eastern Placer County. NLTRA funds are typically targeted to provide additional or enhanced transit services in the area, including service added during peak periods. A comprehensive list of services expected to be provided this year is included as Attachment A-4.

For FY-2009/10, funding for additional and enhanced services is being provided, along with funding to assist TART in maintaining its "base level services." This funding was necessary due to the California reduction of state funds supporting public transit at the county and city level.

Transit services provided by operators other than TART to which NLTRA funds are contributed include the North Lake Tahoe Express Airport Shuttle (NLTE) and the summer Nightrider service. Both the Express and Nightrider are operated under contract with the Tahoe Transportation District.

Visitor Support Services also funds annual peak season traffic management programs. Currently, the NLTRA funds the "Tahoe City Three Lane Program" in winter, and in summer, traffic management in downtown Tahoe City each Thursday morning (to assist the flow of traffic in and out of the Tahoe City Farmer's Market on Commons Beach), and traffic management efforts in downtown Kings Beach.

Key Performance Objectives

- That NLTRA transit service investments continue to result in increased passengers per vehicle service hour for the systems funded all or in part by the NLTRA, including components of the TART system.

Infrastructure Development

Consistent with the direction and goals of the adopted *North Lake Tahoe Tourism and Community Investment Master Plan*, and the projects specifically listed in the adopted *FY-2009/10 Integrated Infrastructure and Transportation Work Plan*, this department will continue to initiate, participate as a partner, and monitor and report on the status and progress of projects and programs funded through the Infrastructure Account.

Key Performance Objectives

- Achieve measurable progress in the implementation of infrastructure projects for which funds have been budgeted in the FY-2009/10 Integrated Work Plan.

Research and Planning

Annually, the NLTRA engages in Research and Planning activities that provide advance studies, concept or preliminary planning for projects or programs, technical fact-finding or analysis, data collection, public opinion surveys, community workshops, and/or partnership development that lead to the advancement of Infrastructure and Transportation projects, or efforts to further implementation of the adopted *North Lake Tahoe Tourism and Community Investment Master Plan*.

Resort Association Administration/Management Team

The NLTRA is established as a 501(c)(6) community based California non-profit public benefit corporation. The function of the NLTRA's administration and management team is to manage the corporation and the full spectrum of Resort Association services and programs operated by the corporation. These include, but are not limited to: consumer marketing and advertising, group/conference marketing and sales, leisure sales, special events, projects and promotions, public and media relations, marketing research and evaluation, visitor information services, visitor support services (transportation), and infrastructure development. NLTRA administration is responsible for managing the company's human resources, accounting and financial services, internal controls, budgets and forecasts, cash flow analysis, capital planning, and the accurate reporting required to support all of the NLTRA's functions and responsibilities. The NLTRA undergoes an annual review of its Financial Statements and an Independent Auditor's Report is prepared by a Certified Public Accountant each year.

Other NLTRA Services and Activities

Preparation and Adoption of the TRPA Regional Plan Update for Lake Tahoe

The NLTRA continues its active involvement with efforts by the TRPA to complete work on a Regional Plan Update. This is a planning process with significant ramifications for the NLTRA/North Lake Tahoe Chamber of Commerce membership and our many partners, including Placer County.

It is essential that the Regional Plan Update spell out how the anticipated new water quality standards and regulations for Lake Tahoe (Tahoe Total Maximum Daily Load, aka TMDL) will be incorporated into the Plan Update; also how the Plan (and TRPA) intends to facilitate amendments to Lake Tahoe's Community Plans. During the PATHWAY regional planning process and associated "Place Based" community workshops, it became clear that Tahoe's Community Plans (specific plans for commercial core areas within the Basin) must be amended to allow for the review and implementation of "Community Enhancement Projects" (CEP), as well as other redevelopment and related "special projects" proposed within commercial core areas (aka commercial "nodes"). Such projects are being contemplated, planned and designed to ensure that vital environmental, economic and sustainable community improvements are implemented in Tahoe's commercial districts. Lake Tahoe's Community Plans were adopted in partnership with the Basin's local governments; accordingly, a local government planning process will also be required to update and amend Community Plans. Placer County will need to be involved in this process for the Community Plans within the County at Lake Tahoe, including Kings Beach and Tahoe City.

Specific NLTRA/Chamber Regional Plan Update Activities

Key Performance Objectives

- Continue efforts to ensure the TRPA Regional Plan Update will stimulate vital business and community investments and avoid inflexible regulations and stifling regulatory programs. This effort shall include, but not be limited to, completion of the Regional Plan Initiative and work with TRPA to incorporate its findings and recommendations into the Regional Plan Update.
- Advocate and assist, as appropriate, with implementation of the Placer County/TRPA Community Enhancement Program (CEP), intended to help implement innovative mixed use and transit oriented development projects designed to achieve environmental, economic and community goals.
- Continue to work in cooperation with Placer County and other partners to support redevelopment and workforce housing goals and projects for North Lake Tahoe through the regional and local planning process.
- Ensure implementation of Phase II of the Community Sustainability Indicators Project for the Lake Tahoe Basin, to include data gathering and analysis of indicator trends.

Legislative Advocacy

Key Performance Objectives

- Continue advocacy efforts to secure additional federal and state funding for the adopted Lake Tahoe Environmental Improvement Program (EIP). Such efforts shall include work on reauthorization of the federal **Lake Tahoe Restoration Act** (LTRA) as well as EIP investments from the states of California and Nevada.
- Continue advocacy efforts to maintain the new source of federal funds for transportation project development at Lake Tahoe through the Tahoe Transportation District (support for specific provisions in the new federal transportation bill, MAP-21).

- Continue advocacy efforts to secure one or more new sources of federal transit operating funds for Lake Tahoe (support for specific provisions in MAP-21).
- Continue advocacy efforts to secure project funding through the annual Congressional earmark process.

Maintaining and Developing Partnerships

The NLTRA will continue to use staff time and resources to maintain, enhance and develop new partnerships, so that NLTRA funds for infrastructure, transportation and marketing projects and programs are leveraged with other funds to the maximum extent possible. For infrastructure and transportation planning projects, this effort involves working with a variety of local, regional, state, and federal agencies to help develop funding and implement projects. For marketing projects and programs, the NLTRA's Tourism Division works with a variety of local, regional, and state partners to develop and deliver leveraged marketing investments and opportunities.

Partnerships with Placer County and Related Agencies

The NLTRA is committed to continuously improving understanding, communications and the productivity of its partnership with Placer County. These include work with the Placer County Executive Office and the Board of Supervisors, Department of Public Works and TART, Placer County Office of Economic Development, Placer County Redevelopment Agency, Planning, Public Information, Facilities Services, and Revenue Services, along with the Placer-Lake Tahoe Film Office, Placer County Visitors Bureau, PlacerArts, and the Placer County Transportation Planning Agency (PCTPA).

Other NLTRA Services Not Funded or Included in the Placer County/NLTRA Agreement

North Lake Tahoe Chamber of Commerce

The North Lake Tahoe Chamber of Commerce is operated under the umbrella of the NLTRA, which provides management, fiscal governance, and program and policy support. The Chamber's adopted mission is *"to take specific actions to help improve the opportunity for local businesses to achieve and sustain success; to promote business, tourism, and the economic, cultural and civic welfare of the greater North Lake Tahoe community."* Funding for the Chamber comes solely from memberships and program revenues. The Chamber promotes member businesses and community organizations and actively helps support the NLTRA's mission to provide quality visitor information and "in market" marketing strategies. Chamber programs and events include educational seminars and workshops, community forums, strategic initiatives consistent with its mission, membership mixers, luncheon programs, NorthLakeTahoeChamber.com, NorthLakeTahoeJobs.com, an annual business and community organization Expo, and an annual Community Awards Dinner.

In partnership with the North Tahoe Business Association and the Truckee Donner Chamber of Commerce, the North Lake Tahoe Chamber is a sponsor of the **North Lake Tahoe Truckee Leadership Program**. In partnership with Sierra College, the Truckee Donner Chamber and the Community Collaborative of Tahoe Truckee, the North Lake Tahoe Chamber is a sponsor of the **North Lake Tahoe Truckee Customer Service**

Academy. In partnership with the Truckee Donner Chamber and the Community Collaborative, the North Lake Tahoe Chamber is a sponsor of the **North Lake Tahoe Truckee Welcoming Places Initiative**. Plans are in motion to add a course on Welcoming Places to the Customer Service Academy as of the fall of 2009.

Another Chamber initiative, ***The Community Fund of North Lake Tahoe***, is unique among local charitable giving opportunities. It has been established by the North Lake Tahoe Chamber, in collaboration with the NLTRA, as a Field of Interest Fund through the Truckee Tahoe Community Foundation. The purpose of The Community Fund of North Lake Tahoe is to enhance the environmental, recreational, cultural and civic climate of the greater North Lake Tahoe area. It provides donors interested in making these types of community investments with the means to secure tax benefits as allowed under U.S. tax codes for donations to a 501(c)(3) charitable organization.

A comprehensive set of Chamber objectives and actions in support of these objectives is described in the adopted **North Lake Tahoe North Lake Tahoe Chamber of Commerce Business Plan** (June 2009).

Attachment A1

<u>ITEM</u>	<u>ACTION</u>
Annual Conflict of Interest Filing	All NLTRA Board Members and Executive Director must file their annual Conflict of Interest Statement no later than February 1st. This action is annual.
Quarterly Infrastructure Reports	These are prepared and delivered to the COUNTY no later than 45 days after the end of each quarter. This action is quarterly.
Placer County Lodging Property Web site Promotion	RESORT ASSOCIATION will ensure that all lodging properties in Placer County are listed on the GoTahoeNorth.com Web site; if they are not Chamber members, they have a listing, but no direct link. This action is complete and ongoing.
15% commission for conference sales outside of Placer County	The NLTRA Board has established a commission structure which charges 15% for booked leads for conference business outside of jurisdictions which are members of the North Lake Tahoe Marketing Cooperative (Placer/Washoe). This action was taken by the NLTRA on September 8, 2008 and is ongoing.
Washoe County Conference Marketing and Booking Program	The RESORT ASSOCIATION shall prepare and submit an analysis that focuses on equitability of the Placer and Washoe Conference Marketing and Booking Program in a format acceptable to the COUNTY. Any operational changes identified in the analysis shall be defined and implemented. If this action does not take place prior to June 30, 2010, a penalty of up to \$99,000 may be imposed.
Quarterly Reports	These are prepared and filed by staff no later than 45 days after the end of each quarter. This action is quarterly.
Draft Scope of Work & Budget	The NLTRA is required to prepare and submit its Draft Scope of Work and TOT Budget Request for the subsequent fiscal year by no later than May 31st. Staff ensures that this action is timely each year. This action is annual.
Public/NLTRA Board and Committee Review	The NLTRA is required to provide for public.

and Comment on proposed Draft Scope of Work & Budget	NLTRA Board and NLTRA Committee review and comment on the proposed Draft Scope of Work and Budget prior to submittal to Placer County. This action is annual.
15% Marketing Account Reserve* * For FY-2009/10, this percentage shall be 7.5%	The NLTRA is required to maintain a 15 % reserve of the total budgeted expenditures for marketing to "provide for fluctuations in the Transient Occupancy Tax collected." This action is associated with development and adoption of the annual NLTRA budget. Staff ensures this action is timely each year. This action is annual.
Marketing ROI Reports	The NLTRA is required to provide a Marketing ROI data and Analysis Report as part of its "Bi-Seasonal Marketing Collateral Reports." The summer April-September Report is due no later than 45 days following the end of the first quarter; the winter October-March Report is due no later than 45 days following the end of the third quarter. This action is bi-annual.
Develop Infrastructure Contract	In order to track progress and completion of tasks associated with projects and programs implemented with TOT funds, the RESORT ASSOCIATION, by June 30, 2010 , will develop and submit in draft form to the COUNTY for its review and approval a contract format to be applied to funds allocated for all projects and programs in this and subsequent years. The contract format should also include a scope of work and progress payment schedule, as appropriate.

Attachment A2

RESEARCH AND PLANNING PROJECTS

Transportation

Infrastructure

Legislative Advocacy <ul style="list-style-type: none"> • California-Houston Group • Washington D.C.-Carmen Group 	Legislative Advocacy <ul style="list-style-type: none"> • California-Houston Group • Washington D.C.-Carmen Group
RMC Consulting Services	RMC Consulting Services
PCTPA Participation	Economic Benefits Study
Tahoe Transportation District	Integrated Work Plan
LSC Transportation Analysis	Data Collection for Infrastructure Projects
Economic Benefits Study	Advanced Infrastructure Project Studies
Integrated Work Plan	
Data Collection for Transit and Transport.	Community Workshops Materials
Advance Transportation Project Studies	NLTRA Committee Meetings Preparation
Community Workshops Materials	Regional Planning Studies Participation
NLTRA Committee Meetings Preparations	Reproduction of Plan Documents
Regional Planning Studies Participation	

Attachment A3



North Lake Tahoe Resort Association Supplemental Scope of Work - FY-2009/10

Background

The purpose of this Supplemental Scope of Work is to summarize investment expenditures that could be proposed in the event additional Placer County TOT funds are allocated to the NLTRA during the course of Fiscal Year 2009/10. This conceptual Scope of Work is representative of the type of programs, services and projects that could be funded.

Direct Consumer Marketing

In the context of Placer County's revenue shortfall and the need to help generate additional tourism and related revenues, the emphasis of this investment will be on direct consumer marketing. Given current travel trends, the NLTRA expects the focus of this marketing investment will be on the San Francisco Bay Area/Northern California drive market. Specific media plan expenditures will be presented to and considered by the NLTRA Marketing Committee. The NLTRA Board will consider and act upon Marketing Committee recommendations. Many of North Lake Tahoe's competitors are active in the Bay Area/Northern California market. The investment of additional TOT funds in the amount of \$150,000 for marketing will provide North Lake Tahoe and Placer County with important resources to protect and enhance our vital Bay Area/Northern California market share. As part of this expenditure, the NLTRA is prepared to consider a contribution to Placer County "Regional Cross Marketing" projects, as recommended in the *Placer County Travel Assessment and Detailed Economic Impact Estimates* report (Dean Runyan Associates, March 2009).

Transportation

The Tahoe Area Regional Transit systems plan approved by the Board of Supervisors in 2005, lists preservation of base transit service (defined as existing transit services being provided by TART or other contract operators) as its first transit operations funding priority. In the event that additional funding to maintain base transit services will be considered for funding. One such service that would be considered is year round transit service on the Highway 267 corridor, between Northstar and Kings Beach. As consistently identified through the annual Transportation Development Act Unmet Needs public hearing process as conducted by the Placer County Transportation Planning Agency, and in other public forums, the need for year around transit service on the Highway 267 corridor is the number one priority for transit system growth in Eastern Placer County.

Infrastructure Development

Any funds allocated to this account under a Supplemental Scope of work will be allocated only after recommendation by the Resort Association Board of Directors and approval by the Placer County Board of Supervisors.

ATTACHMENT A-4

ATTACHMENT A-4 PROPOSED 2009-2010 TRANSPORTATION BUDGET
FY 2009-2010 Approved Transportation Programs and Services

Traffic Management		
B-1	Winter Traffic Management (Existing)	\$ 25,000
B-2	Summer Traffic Management (Existing)	19,000
	Sub-Total Traffic Management Programs	<u>\$ 44,000</u>
 Transportation/Transit Programs		
	Summer Trolley Transit Service, Squaw Valley, Kings Beach, Tahoe City,	
B-3	Nighttime (Existing)	\$ 167,000 *
	Enhanced Winter Skier & Employee Transit Service, TART, Highway 89,	
B-4	(Existing)	40,000 *
B-5	Enhanced Winter Transit Service TART, Highway 267	80,000 *
B-6	Enhanced Winter Skier Shuttle Truckee/Sugar Bowl	20,000
B-7	Reno/North Lake Tahoe Airport Shuttle Service (Existing)	98,000
B-8	Winter Nighttime Transit Service (Existing)	185,000
B-9	Year Round Highway 267 Hourly Service (Non Winter)	58,000
B-10	Year Round Highway 89 Hourly Service (Fall & Spring)	125,000 *
B-12	Year Round Tart Baseline Service (New)	80,000 *
	Non TOT funding from SNPLMA to offset transportation/transit expense	<u>(30,000)</u>
	Sub-Total Transit Programs	<u>\$ 823,000</u>
	 2009-2010 Transportation/Transit Total	 <u><u>\$ 867,000</u></u>
	 *Transit services provided by Placer County	 \$ 492,000

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ATTACHMENT B

FY 2009-2010 Payment Schedule

PAYMENT #	PAYMENT DUE DATE	PAYMENT TO NLTRA	PAYMENT TO COUNTY INFRASTRUCTURE/ OPERATIONS
1.	Oct. 15, 2009	430,594	169,416
2.	Nov. 1, 2009	215,293	84,706
3.	Dec. 1, 2009	215,293	84,706
4.	Jan. 1, 2010	215,293	84,706
5.	Feb. 1, 2010	215,293	84,706
6.	March 1, 2010	215,293	84,706
7.	April 1, 2010	215,293	84,706
8.	May 1, 2010	215,293	84,706
9.	June 1, 2010	215,293	84,706
10.	July 1, 2009	215,293	84,706
11.	Aug. 1, 2009	215,293	84,706
Totals		\$2,583,524	\$1,016,476
(1) (2)			(3) (4) (5)

- (1) FY 2009-10 Final Budget includes a total of \$3,600,000 for the NLTRA contract.
- (2) Payment Schedule is predicated upon receipt of Transient Occupancy Tax funds at the budgeted level.
- (3) Apportionment to Infrastructure Account held by Placer County until such time as the Placer County Board of Supervisors approves of NLTRA recommended infrastructure projects.
- (4) Distribution of funds for Infrastructure projects shall occur once per quarter based on anticipated project expenditures, and only after receipt and acceptance of a statement inclusive of previous project invoices, expenditures and balances in a format agreed to the County Executive Office. Distribution shall be consistent with project progress as mutually agreed upon. Payments for new infrastructure projects shall first be funded with any existing TOT funds held by the RESORT ASSOCIATION prior to additional payments from the infrastructure fund.
- (5) Transit services provided by Placer County and funded with NLTRA TOT funds will be allocated to and paid from the County Treasury through a journal transfer process.

FY 2009-2010 TAHOE TOT PROPOSED BUDGET
ATTACHMENT C

MARKETING	PROPOSED BUDGET		VISITOR SUPPORT SERVICES	PROPOSED BUDGET		TAHOE CAPITAL IMPROVEMENTS	PROPOSED BUDGET		PROPOSED TOTALS
<u>RESORT ASSOCIATION CONTRACT:</u>			<u>RESORT ASSOCIATION CONTRACT:</u>			<u>RESORT ASSOCIATION CONTRACT:</u>			
Personnel/Overhead - Direct Costs	851,034		Personnel/Overhead - Direct Costs	98,700		Personnel/Overhead - Direct Costs	157,500		1,107,234
Direct Marketing/Programs	912,275		Research and Planning	36,000		Research & Planning	46,000		80,000
			Membership	5,000		Membership	8,000		912,276
			Transportation/Transit Programs	785,335					10,000
Placer Co Film	51,940		Traffic Management Program	44,000		Capital Improvements - Requires BOS Approval (County retains until BOS Approval)	624,478		785,335
Community Marketing Fund	85,000								44,000
									624,478
									51,940
									85,000
SUBTOTAL - RESORT ASSOC CONTRACT	1,899,989	53%	SUBTOTAL - RESORT ASSOC CONTRACT	968,035	27%	SUBTOTAL - RESORT ASSOC CONTRACT	731,978	20%	3,000,000
% Share Misc. Administration	27,640		Shariff Patrol	64,009		NTPUD- Beach Maint.	77,874		
SUBTOTAL - BASE COUNTY SERVICES	27,640		Animal Control	44,945		TOPUD- Beach Maint.	67,676		
			% Share Misc. Administration	7,238		Facilities Dept. - Beach/Park Maint.	50,338		
			SUBTOTAL - BASE COUNTY SERVICES	116,189		% Share Misc. Administration	30,930		
						SUBTOTAL - BASE COUNTY SERVICES	228,711		378,844
			Supplemental TART Funding	175,000		Supplemental Dental Clinic	225,000		
			SUBTOTAL - SUPP. COUNTY SERVICES	175,000		Supplemental Sheriff Dept.	100,000		
						SUBTOTAL - SUPP. COUNTY SERVICES	325,000		500,000
			TOTAL COUNTY SERVICES	291,189		TOTAL COUNTY SERVICES	551,717		870,846
TOTAL FUNDING USES	1,927,629	43%	TOTAL FUNDING USES	1,259,224	28%	TOTAL FUNDING USES	1,283,693	25%	4,470,846
<u>HOTEL/MOTEL TAX REVENUE:</u>			<u>HOTEL/MOTEL TAX REVENUE:</u>			<u>HOTEL/MOTEL TAX REVENUE:</u>			
SUBTOTAL - HOTEL/MOTEL TAX	1,877,829	42%	SUBTOTAL - HOTEL/MOTEL TAX	431,760	11%	SUBTOTAL - HOTEL/MOTEL TAX	2,101,157	47%	4,470,846
Flex funding from Infrastructure (100% for community marketing)	50,000		Flex funding from Infrastructure (county-approved transit services)	767,464		FLEX TO VSS ACCT (county-approved transit services)	(767,864)		50,000
TOTAL FUNDING SOURCES	1,927,829	43%	TOTAL FUNDING SOURCES	1,259,224	28%	FLEX TO MARKETING ACCT (community marketing)	(50,000)		(50,000)
			TOTAL FUNDING SOURCES	1,259,224	28%	TOTAL FUNDING SOURCES	1,283,693	29%	4,470,846
NET COUNTY COST			NET COUNTY COST			NET COUNTY COST			0

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Attachment D



Community Marketing Grant Program Grant Funding Criteria and Application Form

Introduction:

The North Lake Tahoe Resort Association, in collaboration with the North Lake Tahoe Chamber of Commerce, has established the Community Marketing Grant Program. The purpose of this program is to provide *marketing and promotional support* to: 1) community based business organizations specifically identified in the NLTRA/Placer County contract; and 2) special events or projects and programs targeted at visitors to the region that generate local and regional business revenue; provide local and regional media exposure, and opportunities for public relations.

All Community Marketing Grant Program applications are reviewed by Chamber staff, then reviewed by the Grant Subcommittee of the Chamber of Commerce Advisory Committee during a regular public meeting. The Subcommittee then makes a recommendation for consideration to the full Chamber of Commerce Advisory Committee. If approved by the Advisory Committee, the grant applications are then considered by the Board of the North Lake Tahoe Resort Association, typically as a Consent Calendar item on a regular Board agenda.

Grant Eligible Organizations

As indicated in paragraph one, above, certain community based business organizations, specifically defined in the NLTRA/Placer County contract, are eligible to submit applications for Community Marketing Program grants. A specific amount of total funding is set aside for these organizations each year. Currently, these organizations are the North Tahoe Business Association, West Shore Association, Squaw Valley Business Association, Tahoe City Downtown Association, and Northstar Village Retailers Association.

The competition for special event grant funds is open to any community organization or business for a program or project targeted at visitors to the region that generate local and business revenue, provide local and regional media exposure, and opportunities for public relations. Since the funding for this grant program comes from Placer County Transient Occupancy Tax (TOT), through the North Lake Tahoe Resort Association, the public revenue and other benefits generated must accrue principally to areas within Placer County.

Grant Program Deadlines:

Community Marketing Program (CMP) grants deadlines apply within the fiscal year (July 1 - June 30). All grant applicants must submit an "Intent to Apply" by **August 1st** of the current fiscal year in order to be considered for the Fall and Winter or Spring and Summer deadlines.

"Intent to Apply" consists of written notice (e.g., email or letter) to the North Lake Tahoe Chamber of Commerce office indicating:

- 1) Fall or Spring Grant Request
- 2) Amount of requested Grant Funding
- 3) Summary of the Program/Event for which you are requesting the funds.

Following the Intent to Apply notice, completed grant applications from community based business organizations, special events or projects are due no later than the following deadlines:

Fall and Winter Deadline: October 1st

Note: Fall and Winter applications will be reviewed within 30 days of acceptance and grants will be awarded within 60 days of application deadline.

Spring and Summer Deadline: April 1st

Note: Spring and Summer applications will be reviewed within 30 days of acceptance and grants will be awarded within 60 days of application deadline.

Grant Program Eligibility Criteria:

To clearly establish eligibility for your CMP grant application, please comply with the following selection criteria.

CMP grants are designed to provide *marketing and promotional support*: including, but not limited to, the design, development and distribution of marketing collateral, promotional efforts, and/or advertising efforts which help generate local and regional business revenue (including Sales Tax and Transient Occupancy Tax) and promote the commercial/geographic area(s) of the requesting organization/entity.

Grant Eligible

- Geographic area advertising (TV, radio, print, Internet)
- Production and printing of promotional materials (brochures, flyers, posters, etc.)
- Production and printing of signage used to direct and/or inform visitors.
- Marketing and promotion in support of special events which benefit more than one geographic area of the region, or the region as a whole.

Grant Ineligible

- Capital Investments
- Salaries
- Operational Overhead
- Vehicle expenses (Fuel, etc.)
- Food, Beverage, Entertainment & Transportation
- Supplies, Equipment, Telephone, Security, Clean-up, Facility Rental

Attachment D

Dollar amounts to be awarded:

New special event and/or project and program grants requesting "seed" funding will be given priority consideration over returning grant recipients. *(See Section B for specific details on special event and/or project and program funding).*

The majority of grant awards given will be in the \$500 to \$2,500 range. Requests for more than \$5,000 should be for a large-scale event and/or program targeted toward a large visitor audience.

Grant Program Recipient Obligations:

To clearly establish eligibility for your CMP grant application, please comply with the following:

1. Use of the North Lake Tahoe Chamber of Commerce logo, indicating sponsorship and/or support on printed promotional materials, including brochures, flyers, advertising, and on signage as appropriate.
2. The North Lake Tahoe Chamber of Commerce and North Lake Tahoe Resort Association shall be named as an Additional Insured if grant funds are to be used to help support a special event. *General Liability and Liquor Liability Insurance Limits must be at least \$1,000,000 for Each Occurrence, Damage to Rented Premises and Personal Injury.*
3. An event sponsor must be prepared to provide the Chamber/NLTRA with copies of all approved event permits and licenses, as may be required by local or state agencies, upon the request of the Chamber/NLTRA.
4. Accountability and Documentation of Return on Investment (ROI) - Within 90 days of the project or event completion, all grant recipients must file a full ROI report to the office of the North Lake Tahoe Chamber of Commerce. (See Section C for ROI requirements).

Applications for the Community Marketing Program and any invoices for payment, based on an approved application, shall be sent to the Chamber as follows:

Kym Fabel, Manager
 North Lake Tahoe Chamber of Commerce
 PO Box 884
 100 North Lake Blvd.
 Tahoe City, CA 96145
 530-581-8764
 Kym@PureTahoeNorth.com

- 1. If this grant application is for a community based business organization specifically identified in the NLTRA/Placer County agreement, please complete Sections A of the application.**
- 2. If this grant application is for a special event, please complete Sections B of the application.**

SECTION A		
Date Submitted:		
1. Name of Applicant Organization:		
Mailing Address:		
City:	State:	Zip:
Telephone:	Email:	
Website:		
2. Chief Executive Officer:		
Mailing Address: (if different from above)		
City:	State:	Zip:
Telephone:	Email:	
3. Project Director:		
Telephone:	Email:	
4. How long organized?	Is organization non-profit?	

Attachment D

Purpose of organization:	
Tax ID Number:	
Total annual budget:	
How is project consistent with organization's mission or purpose?	
How is project consistent with the <i>North Lake Tahoe Tourism and Community Investment Plan</i> ?	
Total budget of project:	Please submit copy of complete final budget
Promotional Plan: (Specify detailed media schedule. Indicate number of printed collateral and distribution plan. If item is sponsored, please describe sponsorship.)	
North Lake Tahoe Resort Association funds requested: \$	
Percentage, of total budget, requested from the NLTRA Community Marketing Program _____ %	
Sources of other funding to support the project budget:	
Description of how success of project will be measured (if applicable):	

\$	Newspaper/Magazine
\$	Internet/Website
\$	Radio
\$	TV
\$	Rack Cards
\$	Brochure
\$	Direct Mail
\$	Printed Program
_____	_____
Signature	Date

Print Name and Title	

Attachment D

SECTION B:

Special Event and/or Project and Program Application:

If the Community Marketing Program application is for a special event, the following information must be provided to complete the application process. To ensure your application is qualified for the review process, please carefully profile your proposal against the eligibility criteria as listed in the *Community Marketing Program Grant Funding Criteria*, as well as the Special Event Criteria listed below.

1. The event must be held in the North Lake Tahoe area, as further defined by the service area of the requesting organization.
2. The timing of the event shall be consistent with the following principle as set forth in the *North Lake Tahoe Tourism and Community Investment Master Plan*.
 - In an effort to reduce pressure on tourism, community resources and infrastructure during periods of peak visitation, the NLTRA should help develop and promote special events during "shoulder" and off-peak seasons and times.
3. Events that generate local and regional exposure and public relations value will be given priority consideration.

Date Submitted:		
1. Name of Applicant Organization:		
Mailing Address:		
City:	State:	Zip:
Telephone:	Email:	
Website:		
2. Chief Executive Officer:		
Mailing Address: (if different from above)		
City:	State:	Zip:
Telephone:	Email:	
3. Project Director:		
Telephone:	Email:	
4. How long organized?	Is organization non-profit?	

Purpose of organization:
Tax ID Number:
Total annual budget:
How is special event consistent with organization's mission or purpose?
How is special event consistent with the <i>North Lake Tahoe Tourism and Community Investment Plan</i> ?
Actual date(s) of event:
Event Name (title):
Narrative description of the event:
Purpose of event:

Attachment D

Total budget of event:	Please submit copy of complete final budget
Promotional Plan: (Specify detailed media schedule. Indicate number of printed collateral and distribution plan. If item is sponsored, please describe sponsorship.)	
North Lake Tahoe Resort Association funds requested: \$	
Percentage, of total budget, requested from the NLTRA Community Marketing Program _____ %	
Sources of other funding to support the special event budget:	
Description of how success of special event will be measured (if applicable):	
\$	Newspaper/Magazine
\$	Internet/Website
\$	Radio
\$	TV
\$	Rack Cards
\$	Brochure
\$	Direct Mail
\$	Printed Program
_____ Signature	_____ Date
_____ Print Name and Title	

SECTION C:

Required Accountability and ROI Documentation Report:

The following information must be submitted within 90 days of the completion of the project, program or special event (or no later than September 15), funded all or in part by a grant from the Community Marketing Grant Program. Required reports must be submitted to the office of the North Lake Tahoe Chamber of Commerce. Please attach additional documentation and materials, as necessary.

1. Complete breakdown of all advertising and media campaigns executed, including ad cost, size frequency, circulation, distribution and gross impressions, if available.
2. Presentation/examples of collateral, advertisement sample(s), and printed materials produced.
3. Summary of public relations efforts and results.
4. Website/ Internet Statistics (e.g. online surveys, Internet postings, YouTube hits, etc.)

Attachment D

If the grant was for a special event, please also provide the following report:

A. Event attendance statistics and results of participant surveys, if taken.
B. Copies/examples of press releases and media coverage.
C. Summary information on:
• Post Event Summary:
• Your experience in raising funds for this event from other sources.
• Final actual expenditures and revenue statement.
• Is it your intention to request a North Lake Tahoe Chamber Community Marketing Program Grant next year?

	Attachment E	
Ticket commission		
Event Marketing		
Total Number of events supported		
Total Attendance by Event Supported		
Events Supported		
50th Anniv. Winter Olympic Heritage Cele.		
Lake Tahoe Music Festival		
Lake Tahoe Marathon		
Big Blue Adventure Race		
Learn to Ski & Board		
Snowfest		
Tahoe City Downtown Assoc. Wine Walk		
Fabulous Fall Celebration		
PaddlePalooza		
Autumn Food and Wine		
Total Event Spend		
Total Ticket Sales		
Total Revenues		
Total Attendance		
Local %		
Northern CA %		
Destination %		
Total Vendor Participation		
Total Web Visits		
Total Web Impressions		
Total Web Click Thrus		
Public Relations Advertising Equivalency		
Conference/Group Sales	Oct. - March 08/09	Oct. - March 07/08
Conference Coop Budget Amount		
Direct Paid Media Dollars		
Added Value Media Dollars		
Coop Programs Investment (NLT Coop)		
Partner Leveraged Dollars		
Leads		
Number of leads		
Lead room nights		
Web page visits		
Booked Business		
Number of bookings		
Booked room nights		
Booked attendance		
Booked Room Revenue		
Lost Business	Oct. - March 08/09	Oct. - March 07/08
Number of lost opportunities		
Lost room nights		
Lost attendance		
Arrived Business		
Number of bookings		
Number of booked room nights		
Number of booked attendees		
Booked attendees spending		

Personnel productivity metrics

Attachment E

Number of leads-sales person A
Number of bookings-sales person A
Number of booked room nights- sales person A

Travel Trade/Sales

Oct. - March 08/09 Oct. - March 07/08

Total Travel Trade Spend

--	--

Leisure Trade Shows

Number of trade shows attended
Number of Coop shows

Number of Sales Missions (call center trainings)

Domestic
International

Leisure Familiarization Tours (FAMs)

Number of Site Inspections

--	--

Wholesale Product Placements

Domestic Brochure Placement
International Brochure Placement

Number of NLTRA Pages with Domestic Suppliers

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Number of NLTRA Pages with International Suppliers
Number of Properties Featured on Domestic Websites

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Number of Properties Featured on International Websites

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Attachment F
Memorandum – Adopted by the NLTRA Board, February 2003

SITUATION

1. Both the County and NLTRA have agreed that a "marketing reserve" should be created. The objective is to eventually accumulate a fund representing 15% of the average annual marketing budget, over several years. Based on a \$1,700,000 budget, the 15% target is \$255,000. About 5% (\$80,000) has been earmarked for this purpose and is included as part of the 2002 – 2003 budget.
2. The County has been clear that it does not intend to control the use of these funds, but will leave it to the discretion of NLTRA.

RECOMMENDATION

1. The Marketing Reserve will be treated as an "internal reserve" (as per the definition proposed in #7 below).
2. The NLTRA Tourism/Executive Directors, may not expend these funds, except with the formal approval of the NLTRA Board, preferably with preview and approval of both Finance and Marketing Committees.
3. The criteria for the appropriate use of these funds is when NLTRA and its member businesses are experiencing a distinct shortfall in tourism business, due to unusual, economic, market or weather conditions, that would benefit from extra marketing efforts.
4. Any request for such funds from staff, should include the rationale, a targeted result, and be followed with an assessment of the actual results achieved.
5. NLTRA Accounting will need to track and report these funds, in such a way as to segregate them from normal operating funds.
6. Any Reserved funds that are accumulated, will automatically be rolled over into subsequent year's budgets and will accumulate without limit, until an amount is achieved equal to 15% of normal annual marketing budget.
7. Any funds depleted as a result of the above actions will be replenished, as soon as practical. The manner of replenishment will be:
 - a. First from any external or internal marketing carry forward, from previous years, then:
 - b. as part of the normal budgeting process each year.
 - c. Any replenishment of the marketing reserve, (once established) would come from the same mechanism that the county and NLTRA are using to guarantee a consistent marketing operating budget going forward.
8. Recommended definitions for funds:
 - County Services: NLTRA funds earmarked by the county, for a specific designated purpose, and not available to either NLTRA Board or staff.
 - Internal Reserve: NLTRA funds earmarked, either by the County or NLTRA, available for expenditure by the NLTRA board, but not staff.
 - Contingency: NLTRA funds, within a specific departmental budget, not earmarked for any specific purpose, and available to be spent at the discretion of the supervising Director.