

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 11, 2011

SUBJECT: North Lake Tahoe Resort Association Fiscal Year 2011-2012 agreement in the amount of \$5,430,703

Action Requested

Approve an agreement with the North Lake Tahoe Resort Association (NLTRA) in the amount of \$5,430,703 for Fiscal Year 2011-2012 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 2011-2012 Agreement Between the County of Placer and the North Lake Tahoe Resort Association and nine attachments, including the Scope of Work (and Attachments A1, A2, and A4), Proposed Payment Schedule, Tahoe TOT Budget, (Attachments B and C), as well as the Community Marketing Program Grant Funding Criteria, Marketing Performance Review and Marketing Reserve Policy Memorandum— Adopted by the NLTRA Board, February 2003, (Attachments D, E and F), which accompany the agreement. The recommended agreement 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 2011-2012 Contract has been amended through negotiations to reflect a 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.

As with last year's agreement, the FY 2011-2012 agreement continues a shift of funding from capital project allocation to maintain base level county services. This 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 2011-2012, \$789,800 in Tahoe area TOT funds collected will be allocated to maintain Tahoe-specific services, such as Tahoe Health Clinics, TART bus service, a Sheriff's Department POPs officer, beach facilities, and visitor information at the Placer County Visitor Council's California Welcome Center.

This agreement also acknowledges the need to set aside reserve funds for maintenance of tourism-serving facilities. \$150,000 will be encumbered in a Resort Association reserve account to be allocated for fund "one-time" maintenance expenses, following recommendation to and approval by the County Executive Office.

Another focus this fiscal year is ensuring fair share funding arrangements as regional tourist-focused services, such as marketing, visitor information and transit are expanded and improved.

Capital projects scheduled for possible review and funding consideration this year include expanding or improving visitor information facilities, a performing arts facility, welcome lighting, and the Squaw Valley Olympic Ski Museum.

Fiscal Impact

The annual NLTRA agreement is funded with a negotiated share of TOT revenues generated in the North Tahoe TOT area. For Fiscal Year 2011-2012, contract funding of \$5,430,703 is recommended. The contract final budget includes \$2,796,640 for marketing, \$1,160,200 for visitor support services/transportation and \$1,473,863 for capital improvements (infrastructure).

Attachments:
NLTRA FY 2011-2012 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 11th DAY OF October, 2011 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 (TCIMP)*, 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 \$25,000, the RESORT ASSOCIATION shall utilize and require the third party to utilize a competitive bidding or procurement process, and in projects involving capital improvements, ensure compliance with prevailing wage laws. 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 \$10,000 must be accompanied by a scope of work and contract which is reviewed and approved by the Board of Directors. This includes funds granted for cumulative or phased projects and programs. RESORT ASSOCIATION staff shall within 29 days notify and provide supporting documentation in writing to the Board of Directors for unbudgeted project or program expenses of \$2,500 or greater.
- D. This Agreement requires the RESORT ASSOCIATION to undertake a series of actions by established deadlines during the term of this Agreement. The actions are described and deadlines identified in a matrix which is Attachment A-1 to this Agreement.

3. TERM AND TIME OF COMPLETION

The term of this agreement is from July 1, 2011 through June 30, 2012, 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 provided within 15 business days.
- B. No later than April 30, 2012, the RESORT ASSOCIATION shall submit a Scope of Work and an accompanying budget request for the subsequent 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 \$5,430,703, 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 agreement 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 State budget shortfalls, half of the FY 2011-2012 amount budgeted for Capital Projects in the Infrastructure Fund budget 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. Any FY 2011-2012 Infrastructure Fund balance allocated will be transferred to the Infrastructure Account held by the County Treasury.

Funding availability of \$3,759,840 is net after County Services, Infrastructure Account allocation and base Tahoe Area Regional Transit services, as detailed in Attachment C, RESORT ASSOCIATION TOT Budget. Funding for Public Safety shall occur via internal journal transfer on a quarterly basis and only following RESORT ASSOCIATION and County Executive Office review and approval of completed tasks provided by the Placer County Sheriff's Department.

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.

COUNTY and RESORT ASSOCIATION agree that allocation of TOT revenue to certain expenses contained within the COUNTY SERVICES portion of the Budget, ATTACHMENT C, are the result of funding shortfalls that are not expected to be long-term. Both parties further agree to monitor non-TOT revenues for enhanced public health and safety and to incrementally reduce allocation of TOT for these services as availability of alternative revenue sources allows. It is also agreed that, to the extent possible, COUNTY SERVICES funded with TOT revenue will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.

B. INFRASTRUCTURE ACCOUNT

- 1) Maximum FY 2011-2012 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$101,000 and General and Administration TOT expenses shall not exceed \$41,000.
- 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 RESORT ASSOCIATION recommendations by the Board of Supervisors. No infrastructure funds shall be expended by RESORT ASSOCIATION until Board of Supervisors approval is granted.
- 3) The Capital Improvement/Transportation Committee, formerly the separate Infrastructure and Transportation committees, shall be reviewed and restructured by June 30, 2012 following RESORT ASSOCIATION Board and County Executive Office approval.
- 4) All fund balance from the previous fiscal year and 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 fund balance in the Infrastructure Account shall be in accordance with the approval process illustrated in Section B. 2). Placer County will provide FY 2011-2012 year end infrastructure contract balances including applicable interest to the Resort Association by October 1, 2012.
- 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 2011-2012 is included in the Scope of Work, Attachment A-2. All Legislative Advocacy activities shall be limited to those that are consistent with Placer County plans and policies and will be executed only following notification of and consultation with the County Executive Office. Up to \$3,000 in funds will be set aside for community education associated with placement of a question to consider renewal of the existing Tahoe region TOT on ballot prior to October 2012.
- 6) As cited in Section 5. COMPENSATION, A. MAXIMUM LIMIT, half of the funds allocated to the FY 2011-2012 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.

In ongoing recognition of the need for maintenance of tourist-serving Infrastructure projects envisioned in the Tourism/Community Investment Master Plan, a maximum of \$150,000 in Infrastructure Account funds is available to assist in meeting certain maintenance needs. These maintenance services will be funded through the creation of a maintenance reserve account. The process for allocation of maintenance funds will include Committee and Board recommendation and Placer CEO approval, prior to expenditure.

C. MARKETING ACCOUNT

- 1) Maximum FY 2010-2011 TOT expenses for Personnel/Overhead shall not exceed \$657,000 and General and Administration TOT expenses shall not exceed \$262,000.
- 2) The Marketing Account shall maintain a total 15 percent reserve of the total budgeted expenditures to provide for fluctuations in the Transient Occupancy Tax collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this contract. If reserve funds are expended as called for in Attachment F, the funds will be reimbursed to the reserve account by the end of the following fiscal year.
- 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 \$100,000 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 Agreement 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 \$50,000 balance will be distributed through a similarly-approved Special Events mini-grant process, for which the North Lake Tahoe Chamber of Commerce is an eligible applicant and recipient. 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 shall codify this committee in its bylaws. Up to \$3,000 in funds will be set aside for community education associated with placement of a question to consider renewal of the existing Tahoe region Transient Occupancy Tax on ballot prior to October 2012.
- 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. The reports shall be archived by the RESORT ASSOCIATION in a format accessible if requested by the general public.

- 5) The RESORT ASSOCIATION shall work with the Placer County Visitors Council to develop a Scope of Work associated with the allocation of \$40,000 in Tahoe TOT funds for the provision of visitor information and tourism development services on behalf of the RESORT ASSOCIATION. It is anticipated that these actions will be completed by January 1, 2012.
- 6) 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) Maximum FY 2010-2011 TOT expenses for Personnel/Overhead shall not exceed \$95,200 and General and Administration TOT expenses shall not exceed \$36,500.
- 2) 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 2010-2011 is included in the Scope of Work, Attachment A2. All Legislative Advocacy activities shall be limited to those that are consistent with Placer County plans and policies and will be executed only following review and approval by the County Executive Office.
- 3) 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.
- 4) Visitor Support Services/Transportation Account funds earmarked for services provided or operated by the COUNTY will not be allocated to the RESORT ASSOCIATION. Allocation of Transportation funds for transit and transportation services provided by the COUNTY shall be completed via an internal journal transfer. The RESORT ASSOCIATION will be notified and will acknowledge such notification before an internal journal transfer occurs.
- 5) The RESORT ASSOCIATION shall provide \$100,000 to the County Public Works Department to be used for enhanced snow removal services for COUNTY-maintained arterial roads near the Squaw Valley, Alpine Meadows, and Northstar ski resorts. The funds will be transferred via journal entry following written request from DPW and review and approval by the RESORT ASSOCIATION and County Executive Office.

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 2011-2012 will begin on October 1, 2011 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 by 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 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.

The RESORT ASSOCIATION shall coordinate its legislative and other advocacy and policy recommendations on issues of local or regional importance with the COUNTY. To facilitate such coordination, the RESORT ASSOCIATION shall provide and maintain a list of its employees, Board members, and contract employees, who are, in the course of their employment, represented on local and regional bodies. Given the funding relationship of Placer COUNTY and RESORT ASSOCIATION and the need to represent both organizations' interests in a coordinated manner, the COUNTY of Placer Executive Officer shall be responsible to ensure said representation is not in conflict with County goals and objectives and that collective interests of the COUNTY and the RESORT ASSOCIATION are represented. In the event of the CEO finding such a conflict occurs, the CEO shall bring said conflict to the attention of the Executive Committee of the RESORT ASSOCIATION for resolution. Should said conflict not be resolved through such communication, the RESORT ASSOCIATION shall remove said representative at the request of the CEO.

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.
- 2) 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:

- 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).
- 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 Agreement amount.

9. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The RESORT ASSOCIATION hereby agrees to protect, defend, indemnify, and hold PLACER 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 PLACER 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 contract or agreement. RESORT ASSOCIATION agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the RESORT ASSOCIATION. 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 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 PLACER COUNTY from liability for damages or injuries to third persons or property arising from RESORT ASSOCIATION'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

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. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

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

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

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR 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 liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a) Contractual liability insuring the obligations assumed by 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).

C. 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

D. If RESORT ASSOCIATION carries a Commercial General Liability (Occurrence) policy:

- 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) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- 2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. 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 the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

F. ENDORSEMENTS:

Each Comprehensive or Commercial General 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."
- 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 maintained 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 changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

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

COUNTY OF PLACER, "COUNTY"

By: _____
Robert Weygandt
Chairman, Board of Supervisors

Date: _____

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

By: _____
Ron McIntyre, Chairman, Board of Directors
North Lake Tahoe Resort Association

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

List of Attachments:

- A- Scope of Work
- A-1- Actions Matrix
- A-2- Research & Planning Projects
- A-4- Transportation Programs & Services
- B- Payment Schedule
- C- FY 2011-2012 Budget
- D- Community and Special Events 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 2011-2012

Background

On behalf of the members and businesses in the North Lake Tahoe area of Placer County, the North Lake Tahoe Resort Association (NLTRA) values its relationship and partnership 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 North Lake Tahoe Tourism Development Master Plan and the North Lake Tahoe Tourism and Community Investment Master Plan (NLTRA Master Plans). These Master Plans were developed by the North Lake Tahoe community, through the leadership of the NLTRA, and adopted by the Board of Supervisors in 1995 and 2004. The marketing, infrastructure enhancements and transportation improvements provide direct benefit to the economy and vitality of businesses in this area.

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. A continuation of this successful investment strategy is essential as part of the 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, most recently in 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 activities to implement in full the NLTRA*

Master Plans; and, 3) assist with the planning, development and implementation of necessary public infrastructure improvements that benefit the tourism-based economy 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, Social Media, 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 meetings 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. This effort will also include an in-depth review of our current North Lake Tahoe brand platform. This brand review will include committee and board workshops, customer pre and post research, and community stakeholder interviews. 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 (FAMs), and client relations. The Conference Sales program will go through a thorough review in this upcoming year. The intent of this review is to determine the overall effectiveness of the program, to implement new initiatives and strategies, determine if sufficient resources are allocated to this effort, and to grow our conference sales business. An additional sales person will be added to the staff per the recommendation from the Conference Sales Committee and approved by the NLTRA Board of Directors in order to meet Conference Sales goals. This process will include various NLTRA committees including the Conference Sales Committee, the Marketing Committee, Lodging Committee, Wedding Task Force and the NLTRA Board of Directors.

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 increasing TOT and other revenues associated with group and meetings business.
- Continue to improve competitive position, ease of navigation, and quality of content on the NLTRA's Web site, from the Conference Marketing and Sales program perspective.
- Increase group and conference lead generation from the Web site.
- Increase 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)
- Increase awareness and ridership on the North Lake Tahoe Express airport service.

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. The NLTRA Special Events Department will work with a newly structured Special Event Grant Allocation Task Force, made up of 2 Marketing Committee members, 2 Chamber Advisory Committee members, 1 Lodging Committee member and 1 NLTRA Board of Directors member, in the facilitation of the Chamber Special Event Grant Program. Special Event staff meets one-on-one with all grantees to describe special events services and support available through the NLTRA. Special Event staff continues to 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.
- Continue to make available the **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 final event reports, as required, tracking specific measurements to determine ROI of each event.
- Work to develop or recruit a major special event with national and international television coverage, preferably in one of our initiative areas or during one of our strike zones.
- Develop special events plan that analyzes existing events and event management structures and identifies future growth opportunities in all events markets to improve coordination with business association and other event producers, return on investment and consistency with Resort Association goals.

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. 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
 - An Annual Report will be presented to Placer County B.O.S and staff in October regarding event strategy and funding.

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 was undertaken in FY 2010/11 to review and enhance the functionality and use of this important asset. Through this process, a completely revised consumer website was launched in the Fall of 2010. Additional refinements in content, navigation, and referral opportunities will continue in FY 2011/12.

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 as will be measured by Net Promoter Scores through visitor intercept research, 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. New this year will be a Visitor Information Director that will be assessing physical visitor center needs, visitor information products and distribution, mobile applications for in-market use, and relationships with lodging providers for product delivery.

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. The NLTRA will also continue to provide support to the Placer County Visitor Council's California Welcome Center in Auburn. This Center dedicates exhibit space and information services to promote North Lake Tahoe. New this year is a lease with the Reno-Tahoe International Airport for a space that will provide a Welcome Center for North Lake Tahoe as well as greater exposure and location for the North Lake Tahoe Express service with a goal of increasing ridership and reducing subsidy.

Key Performance Indicators

- Track the number of visitors served (walk-ins, email inquires, 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 visitor information facilities serving North Lake Tahoe.
- Track Net Promoter Scores with seasonal visitor intercept research
- Assess opportunities for additional exposure and resource availability through other gateways such as Sacramento airport and California Welcome Center in Truckee.

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**. The funding criteria are included in Attachment D. An important focus of the Community Marketing Program is to provide funds to local business associations to assist with marketing collateral and/or events that increase the vitality of the various commercial core areas. 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.

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 Placer County Visitor Council's California Welcoming Center.

Visitor Support Services (Transportation) and Infrastructure Development

The mission of the Visitor Support Services and Infrastructure Development is consistent with the NLTRA Master Plans to *Improve Visitor and Community Infrastructure Facilities & Transportation Services for the Benefit of North Lake Tahoe's Tourism-based Economy*".

In the spring of 2011, 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-2011/12 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 2011-2016.

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-2011/12, funding for additional and enhanced services is being provided, along with funding to assist TART in maintaining its “base level services.”

Transit services provided by operators other than TART to which NLTRA funds are contributed include the North Lake Tahoe Express Airport Shuttle (NLTE), the winter and a portion of the summer Nightrider services, and the winter ski shuttle to Sugar Bowl/Donner Summit. 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” and a program in partnership with the Town of Truckee at the junction of Hwy. 89 and West River Street in the winter. In summer, funding is provided for 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 on busy Saturdays. Other possible traffic management times will continue to be reviewed.

Key Performance Objectives

- 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.
- Improve North Lake Tahoe Express monitoring and reporting documents consistent with March 2010 NLTE Business Plan Review recommendations.
- Improve exposure of the North Lake Tahoe Express to the arriving visitor at the Reno Tahoe International Airport.

Infrastructure Development

Consistent with the direction and goals of the adopted NLTRA Master Plans, and the projects specifically listed in the adopted *FY-2011/12 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.

In recognition of the need for maintenance of tourist-serving Infrastructure projects envisioned in the NLTRA Master Plans, the NLTRA will establish a reserve from Infrastructure Account funds to assist in meeting certain maintenance needs. The process for allocation of maintenance funds will be consistent with other Infrastructure Account funds which require application, committee review, and NLTRA Board of Directors approval.

Key Performance Objectives

- Achieve measurable progress in the implementation of infrastructure projects for which funds have been budgeted in the FY-2011/12 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 NLTRA Master Plans. More specific research and planning projects are listed in Attachment A-2.

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 and amendments to North Lake Tahoe's Community Plans. 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.

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.
- 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.

Legislative Advocacy

Key Performance Objectives

- Work with County Executive Officer to insure that NLTRA legislative platform, as needed, allocates expenditures and activities only to those consistent with Placer County policies.
- Continue advocacy efforts to support additional federal and state funding for the adopted Lake Tahoe Environmental Improvement Program (EIP). Such efforts shall include supporting the 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 support maintaining the new source of federal funds for transportation project development at Lake Tahoe through the Tahoe Transportation District.
- Continue advocacy efforts to support securing one or more new sources of federal transit operating funds for Lake Tahoe.

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 as it benefits the businesses and economic vitality of the North Lake Tahoe region. 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 Council, PlacerArts, and the Placer County Transportation Planning Agency (PCTPA).

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 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 not provide Conference Sales and Marketing services that, as deemed by the County Executive Officer, unfairly subsidize business development in a jurisdiction outside Placer County. In order to ensure compliance the Board shall approve a methodology agreed to by Placer County that determines equity and resolves all inequitable occurrences annually. If this action does not take place prior to December 31, 2011, 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 no later than April 30. Staff ensures that this action is timely each year. This action is annual.
Public/NLTRA Board and Committee Review and Comment on proposed Draft Scope of Work & Budget	The NLTRA is required to provide for public, 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	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.
Implement Infrastructure Contract	In order to track progress and completion of tasks associated with projects and programs implemented with TOT funds, the RESORT ASSOCIATION will utilize a contract format for all projects and programs allocated TOT funds. The contract format shall include a scope of work and progress payment schedule. This action is ongoing.
Contract Audit Findings	As noted in the FY 2008-2009 Management Audit completed by the Placer County Auditor, the RESORT ASSOCIATION shall take the following actions: <ul style="list-style-type: none"> • Update its bylaws to reflect current Board composition and committee structure; • Develop consistent financial reports (including budget to actual comparisons) in a format acceptable by the County and provide to the County on a quarterly basis; • Implement policy changes that create dollar amount limits for staff-approved expenses and services procured without a contract, and reduces the existing dollar amount limit for services procured through an RFP process; • Provide the County with copies of all services and associated contracts for expenses of \$50,000 or higher from FY 2008-2009, and \$25,000 or higher from FY 2010-2011 forward; • Create an annual Board-approved legislative platform that allocates expenditures and activities only to those consistent with Placer County policies, as approved by the County Executive Officer. • Provide the County Executive Office

	<p>with an updated Infrastructure Project Tracking Worksheet on a quarterly basis, and with each Infrastructure Fund Allocation request.</p> <ul style="list-style-type: none"> Clearly label all Infrastructure and Visitor Support Services/Transportation fund balance as "designated equity" on the face of the draft and audited financial statements. <p>These actions are ongoing.</p>
Community Survey/Education	<p>Consistent with funding allocations prescribed in the Research and Planning projects listing (Attachment A2), the Resort Association will continue advance community survey and education tasks associated with placement of a question to consider renewal of the existing Tahoe region Transient Occupancy Tax on ballot prior to October 2012.</p>
Special Events Study	<p>The Marketing Department shall complete a comprehensive study of current and future special events/management. The study shall take into account business association needs and input, as well as other event producers, and include analysis of diverse events that meet Resort Association goals and policies. This action shall be completed prior to March 1, 2012 in preparation for the upcoming fiscal year and meet majority approval of the Marketing Committee and Board of Directions and County Executive Office prior to implementation.</p>
Staff Development	<p>Prior to implementation, NLTRA CEO will submit for review and approval to County Executive Office a staff development plan, including measureable staff goals. This action shall take place by March 1, 2012.</p>
Reno-Tahoe International Airport Welcome Center	<p>The Reno Tahoe International Airport Welcome Center shall be for the exclusive purposes of ticket sales and information for the North Lake Tahoe Express airport shuttle, promoting tourism and related businesses in eastern Placer County, and providing courtesy information to the traveling public about the Tahoe/Truckee/Reno area. This action shall commence immediately and be ongoing.</p>
North Lake Tahoe Express	<p>Prior to award of a new service contract, an analysis shall be developed to determine fair share operational commitments from jurisdictions/businesses served. The analysis will consider full operational expenses, create a methodology for annual operational plans and adjustments, as necessary, to ensure equity among jurisdictions and/or businesses</p>

served by various NLTE routes, and result in annual approval of a full program budget by the Transportation Committee and Resort Association Board, and concurrence by the County Executive Office. **This action shall be completed by April 1, 2012.**

Attachment A2

RESEARCH AND PLANNING PROJECTS

Visitor Support Services

Legislative Advocacy *

- California-Houston Group

Advance Transportation Project Studies
PCTPA Participation
Tahoe Transportation District

Water Shuttle Facilities and Permit
Analysis

Data Collection for Transit and Transport
Regional Planning Studies Participation
Reproduction of Plan Documents

Community Surveys/Education ****

Infrastructure

Legislative Advocacy **

- California-Houston Group

Advanced Infrastructure Project Studies
Data Collection for Infrastructure Project
Water Shuttle Facilities and Permit
Analysis

Community Workshops Materials

Regional Planning Studies Participation
Reproduction of Plan Documents
Community Surveys/Education ***

* Up to \$6,000 VSS

** Up to \$6,000 Infrastructure

*** Up to \$3,000 Infrastructure (for production and distribution of public information)

**** Up to \$3,000 VSS (for production and distribution of public information)

ATTACHMENT A-4

FY 2011-2012 Approved Transportation Programs and Services

Traffic Management		
B-2	Winter Traffic Management (Existing)	\$ 30,000
B-3	Summer Traffic Management (Existing)	19,000
	Sub-Total Traffic Management Programs	<u>\$ 49,000</u>
 Transportation/Transit Programs		
	Summer Trolley Transit Service, Squaw Valley, Kings Beach, Tahoe City,	
B-8	Nighttime (Existing)	\$ 191,000 *
	Enhanced Winter Skier & Employee Transit Service, TART, Highway 89,	
B-5	(Existing)	45,000 *
B-7	Enhanced Winter Transit Service TART, Highway 267 (Existing)	80,000 *
B-14	Enhanced Winter Skier Shuttle Truckee/Sugar Bowl (Existing)	19,000
B-15	Reno/North Lake Tahoe Airport Shuttle Service (Existing)**	115,000
B-13	Winter Nighttime Transit Service (Existing)	195,000
B-11	Summer Highway 267 Hourly - Northstar to Crystal Bay Evening (Existing)	45,000
B-10	Year Round Highway 89 Hourly Service (Fall & Spring) (Existing)	125,000 *
B-9	Summer West Shore Hourly Night Service (New)	29,500
B-19	Enhanced Snow Removal (Existing)	100,000 *
	Sub-Total Transit Programs	<u>\$ 944,500</u>
	Sub-Total Transit/Traffic Management Programs	<u>\$ 993,500</u>
B-20	Year Round TART Baseline Service	464,800 *
	2011-2012 Transportation/Transit/Management Total	<u><u>\$ 1,458,300</u></u>
		<u><u>\$ 1,005,800</u></u>

*Services provided by Placer County

**\$20,000 for partial funding of RTIA Welcome Center

ATTACHMENT B

FY 2011-2012 Payment Schedule

<u>PAYMENT NUMBER</u>	<u>PAYMENT DUE DATE</u>	<u>PAYMENT TO NLTRA</u>	<u>PAYMENT TO COUNTY</u>
1.	Oct. 17, 2011	786,404	278,478
2.	Nov. 1, 2011	273,379	139,239
3.	Dec. 1, 2011	273,379	139,239
4.	Jan. 1, 2012	513,025	139,239
5.	Feb. 1, 2012	273,379	139,239
6.	March 1, 2012	273,379	139,239
7.	April 1, 2012	273,379	139,239
8.	May 1, 2012	273,379	139,239
9.	June 1, 2012	273,379	139,239
10.	July 1, 2012	273,379	139,239
11.	Aug. 1, 2012	<u>273,379</u>	<u>139,234</u>
Totals		\$3,759,840	\$1,670,863
			(3) (4) (5)
(1) (2)			

- (1) FY 2011-2012 Final Budget includes a total of \$5,430,703 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 2011-2012 TAHOE TOT BUDGET
ATTACHMENT C

MARKETING	PROPOSED BUDGET		VISITOR SUPPORT SERVICES	PROPOSED BUDGET		TAHOE CAPITAL IMPROVEMENTS	PROPOSED BUDGET		PROPOSED TOTALS
RESORT ASSOCIATION CONTRACT:									
Personnel/Overhead Cap - Direct Costs	657,000		Personnel/Overhead Cap - Direct Costs	95,200		Personnel/Overhead Cap - Direct Costs	101,000		853,200
G+A Cap - Indirect Costs	262,000		G+A Cap - Indirect Costs	36,500		G+A Cap - Indirect Costs	41,000		339,500
Direct Marketing/Programs	1,681,040		Research and Planning	30,000		Research & Planning	52,000		92,000
Contract Services Welcome Center	40,000		(Detail in Attachment A-2)			(Detail in Attachment A-2)			1,681,040
Community Survey/Education	0		Memberships	5,000		Maintenance Reserve: Tourism Serving Facilities	150,000		195,000
Placer County Film	56,600		Transit Programs - TART- Peak Season	441,000		Capital Improvements - Requires BOS Approval	1,129,863		0
Community Marketing Fund	50,000		Transit Programs - non County	403,500		(County retains until BOS Approval)			1,627,463
Special Events Marketing Fund	50,000		Traffic Management Program	49,000					453,500
			Placer DPW - Snow Removal	100,000					99,000
									100,000
SUBTOTAL - RESORT ASSOC CONTRACT	2,796,640	51%	SUBTOTAL - RESORT ASSOC CONTRACT	1,160,200	21%	SUBTOTAL - RESORT ASSOC CONTRACT	1,473,863	27%	5,430,703
COUNTY SERVICES:									
% Share TOT Administration	46,881		Sheriff Patrol - Peak Season	50,685		NTPUD - Beach Maint.	78,576		
SUBTOTAL - BASE COUNTY SERVICES	46,881		Animal Control - Beach Patrol	45,000		TCPUD - Beach Maint.	89,860		
			% Share TOT Administration	12,278		Fac Svcs - Contract Mgmt - Beach Access	168,804		111,621
			SUBTOTAL - BASE COUNTY SERVICES	107,963		% Share TOT Administration	52,462		544,546
						SUBTOTAL - BASE COUNTY SERVICES	389,702		
			Transit Services Operated by TART	464,800		Supplemental - Tahoe Clinics	140,000		
			SUBTOTAL - SUPP. COUNTY SERVICES	464,800		Supplemental - POPS Officer	95,000		699,800
						SUBTOTAL - SUPP. COUNTY SERVICES	235,000		
			TOTAL COUNTY SERVICES	572,763		TOTAL COUNTY SERVICES	624,702		1,244,346
TOTAL FUNDING USES	2,843,521	43%	TOTAL FUNDING USES	1,732,963	26%	TOTAL FUNDING USES	2,098,565	31%	6,675,049
HOTEL/MOTEL TAX REVENUE:									
SUBTOTAL - HOTEL/MOTEL TAX	2,324,228	42%	SUBTOTAL - HOTEL/MOTEL TAX	608,726	11%	SUBTOTAL - HOTEL/MOTEL TAX	2,600,922	47%	5,533,876
FY 2010-2011 Fund Balance	479,293	42%	FY 2010-2011 Fund Balance	0	0%	FY 2010-2011 Fund Balance	661,880	58%	1,141,173
Flex funding from Infrastructure (for contract services - Welcome Center)	40,000		Flex funding from Infrastructure (county-approved transit services - Att. A-4)	1,124,237		FLEX TO VSS ACCT (county-approved transit services - Att. A-4)	(1,124,237)		40,000
						FLEX TO MARKETING ACCT (community marketing)	(40,000)		(40,000)
TOTAL FUNDING SOURCES	2,843,521	64%	TOTAL FUNDING SOURCES	1,732,963	26%	TOTAL FUNDING SOURCES	2,098,565	31%	6,675,049
NET COUNTY COST			NET COUNTY COST			NET COUNTY COST			0
									4-Oct-11

ATTACHMENT C

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ATTACHMENT D SPECIAL EVENT & COMMUNITY GRANT PROGRAMS



2011-12 Special Event Development Grant Program

Purpose:

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 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.

Criteria for Eligibility

Special Event grant funds are open to any community organization or business with an event or program that meets the following criteria:

- Targeted at visitors to the region to generate local and business revenue.
- Revenue and other benefits generated must accrue principally to areas within Placer County since the funding for this grant program comes from Placer County Transient Occupancy Tax (TOT)
- Opportunities for public relations and local and regional media exposure

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).

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

Rating form to help you see if you meet the criteria for eligibility:

1) Does your event take place in Placer County? Yes =1 No = 0 # _____

2) Does the event have potential to generate overnight lodging tax?
1 - 10 (1=none, 10=Very Strong) # _____

3) Is this a first time event? Yes =1 No = 0 # _____

4) Does your event have opportunities for local & regional media exposure?
Yes =1 No = 0 # _____

5) When and where does your event occur?
There is special consideration for events occurring during the slower times listed below
and especially during the listed "strike zones"

On the Lake # _____
Jan 1 - Jun 15 = 1
Aug 15 - Dec 15 = 1

Off the Lake # _____
May 1 - Dec 15 = 1

"Strike Zone" # _____
Jan 4 - Jan 13 = 2
May 15 - Jun 15 = 2
Aug 15 - Oct 15 = 2

6) **Special Consideration** for new key initiative recreation events. # _____
Does your event showcase one or more of the following?
Paddle sports, biking, hiking, Nordic skiing (one point for each)

If you have 8 points or more you may qualify **TOTAL** # _____

Grant Program Process and Deadlines:

Grant deadlines apply within the fiscal year (July 1 - June 30).

- **Process**

- Complete application by deadline. Please contact the Chamber to confirm that the application has been received.
- All applications are reviewed by Chamber staff then reviewed by the Special Events Grant Task Force for allocation recommendations. The grant allocation recommendations must then be approved by the Board of Directors of the North Lake Tahoe Resort Association, typically as a Consent Calendar item on a regular Board agenda.
- You will be notified by Chamber Staff as to your application status after the NLTRA Board has approved the funding.
- Once approved, the applicant sets a meeting with the NLTRA's Special Event Manager and Chamber Manager to review the events' marketing plan and discuss action plans.
- Grant funds will be paid upon receipt of the Event Final Report and will reimburse itemized expenses and receipts for all appropriate expenses up to the grant total. Some events may need some funds before the final event report can be written. In these cases, the NLTRA/CC can pay vendors from the granted funds. This will be reviewed on a case by case basis.
- Event Final Report is due to the North Lake Tahoe Chamber within 60 days of the event.

Dates:

- **Deadline :** September 7, 2011
- **Presentations:** September 14, 2011
- **Approval:** October 5, 2011
- **Notification:** October 6, 2011

Please send application and invoices to:
Kym Fabel
North Lake Tahoe Chamber of Commerce
PO Box 884
Tahoe City, CA 96145
kym@puretahoenorth.com, fax: 530.581.1686

Dollar amounts to be awarded:

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. Unused or unclaimed funds will be reallocated with a deadline of February 1, 2012.

Grant Program Recipient Obligations:

Recipients of the Special Events Development Grants must comply with the following:

- 1) Use of the North Lake Tahoe Resort Association / 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 sponsors 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) Grantee agrees to no less than two meetings with the NLTRA Special Events and Chamber staff to review:
 - a) The event plan and provide suggestions and recommendations.
 - b) Event Final Report to ensure all information requested at the initial meeting is available and covered in the final report. Once the Event Final Report is approved by staff, grant funds will be released.
- 5) Accountability and Documentation of the Event Final Report:
All grant recipients must file a complete Event Final Report to the office of the North Lake Tahoe Chamber of Commerce prior to the release of grant funds to reimburse appropriate expenses. (See Section B for Final Event Report requirements).

SECTION A:

Special Event Application:

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 (E. Placer County), as further defined by the service area of the requesting organization.
2. The timing of the event is encouraged to follow the 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 "strike zone" areas of opportunity.
3. Events that generate local and regional exposure and public relations value are encouraged.

Date Submitted:		
1. Event Date	Event Name:	
2. Grant Amount Requested		
3. Name of Applicant Organization:		
4. Contact Name		
Mailing Address	City/State	Zip:
Telephone:	Email:	
Website:		
5. When was organization founded?	Is organization non-profit?	
6. Purpose/Mission of organization		

7. Tax ID Number:
8. What is your organization's annual net revenues (less expenses):
9. Narrative description and purpose of the event?
10. How is your special event consistent with your organization's mission or purpose?
11. How does your event enhance visitation to the are or improve the visitor experience?

12. Submit (attach) complete proposed budget of the event.	
13. If not provided in event budget, please provide (attach) complete marketing and promotional plan.	
EXAMPLE:	
Type	\$Spent – or describe what you are doing with each category below
Newspaper/Magazine	\$ <u>500</u> or \$0: Complimentary Ad in TQ
Internet/Website	\$ <u>500</u> or \$0: free listing in calendar of events
Radio	\$ <u>500</u>
TV	
Rack Cards	
Brochure	
Direct Mail	
Printed Program	
Other	
14. Grant Amount Requested: \$ _____	
15. Percentage of total event budget requested _____ %	
16. Sources of other funding to support the special event budget, including proposed sponsors.	
17. Description of how the success of your event will be measured:	
_____	_____
Signature	Date

Print Name and Title	

SECTION B:

Final Event Report:

The following information must be submitted before grant funds can be released. Required report must be submitted to the office of the North Lake Tahoe Chamber of Commerce. Please attach additional documentation and materials, as necessary.

Although each event is unique, many measurements of success are standard. Your specific measurements of success will be clearly defined at your initial meeting with NLTRA/Chamber staff.

Please attach your Profit & Loss report, itemized expenditures and receipts for reimbursable items

Your Final Event Report should also include the following information:

MARKETING			
Did you include your event on www.GoTahoeNorth.com calendar?	Yes	No	(Please circle)
Did you use NLT Chamber e-mail blast service?	Yes	No	
Did you use "Cool-Deals" to generate event/lodging packages?	Yes	No	
Please provide samples of all marketing materials.			
RESULTS			
Did your event generate overnight lodging tax?	Yes	No	
If so, approximately how many room nights did your event generate in East Placer County?			
How did you measure this information?			
How many unique visitors did your website produce?			
Other measurements (online surveys, YouTube hits, etc).			
Public Relations results?			
Total attendees:			
Participants			
Spectators			
If applicable, how does this compare to previous years attendance?			
What would you do differently to make this event even more successful in the future?			

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2011-12 Community Marketing Grant Program for Business Association Partners 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 for Business Association Partners (BAP). The purpose of this program is to provide community based business organizations specifically identified in the NLTRA/Placer County contract marketing and promotional support for 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 Chamber of Commerce Advisory Committee (CAC) during a regular public meeting. If approved by the CAC, the grant applications are then considered by the Board of Directors of the North Lake Tahoe Resort Association, typically as a Consent Calendar item on a regular Board agenda.

Grant Eligible Organizations

A specific amount of total funding is set aside for organizations annually. These organizations are: the North Tahoe Business Association, West Shore Association, Squaw Valley Business Association, Tahoe City Downtown Association, and the Village at Northstar Association.

Grant Program Deadlines:

Business Association Program (BAP) grant deadlines apply within the fiscal year (July 1 - June 30).

Deadline: Open

Grant Program Eligibility Criteria:

BAP 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 of each specific region for special events and programs of the designated Business Association

Grant Ineligible

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

Dollar amounts to be awarded:

A specific amount of total funding is set aside for these organizations each year.

Grant Program Recipient Obligations:

Use of the North Lake Tahoe Resort Association/ 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.

Accountability and Documentation of Return on Investment (ROI) presentation to the Chamber Advisory Committee is required before any other grants can be considered..

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
Ph: 530-581-8764 Fax: 530-581-7686
Kym@PureTahoeNorth.com

SECTION A:

Business Association Marketing Grant

Application form

Date Submitted:		
1. Event Date	Event Name:	
2. Grant Amount Requested		
3. Name of Applicant Organization:		
4. Contact Name		
Mailing Address	City/State	Zip:
Telephone:	Email:	
Website:		
5. When was organization founded?	Is organization non-profit?	
6. Purpose/Mission of organization		
7. Tax ID Number:		
8. What is your organization's annual net revenues (less expenses):		
9. Narrative description and purpose of the grant funding?		
10. How is your grant request consistent with your organization's mission or purpose?		

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11. Submit (attach) complete proposed budget of the grant funding	
12. If not provided in budget, please provide (attach) complete marketing and promotional plan.	
EXAMPLE:	
Type	\$Spent – or describe what you are doing with each category below
Newspaper/Magazine	\$ <u>500</u> or \$0: Complimentary Ad in TQ
Internet/Website	\$ <u>500</u> or \$0: free listing in calendar of events
Radio	\$ <u>500</u>
TV	
Rack Cards	
Brochure	
Direct Mail	
Printed Program	
Other	
13. Grant Amount Requested: \$ _____	
14. Percentage of total budget requested _____ %	
15. Sources of other funding to support the business association budget.	
16. Description of how the success of your grant will be measured:	
_____	_____
Signature	Date

Print Name and Title	

SECTION B:

Required Accountability and ROI Documentation Report:

The following information must be submitted and presented to the Chamber Advisory Committee before the next granting cycle begins. 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.)

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.

