



**MEMORANDUM  
OFFICE OF THE  
COUNTY EXECUTIVE  
COUNTY OF PLACER**

**TO:** Honorable Board of Supervisors

**FROM:** David Boesch, County Executive Officer  
By: Jennifer Merchant, Deputy County Executive Officer

**DATE:** August 18, 2015

**SUBJECT:** Contract Second Amendment and Restatement/ North Lake Tahoe Resort Association/ FY 2014-15 – FY 2015-16 in a total amount of \$11,534,194

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**Action Requested**

Approve a second amendment and restatement of a two-year contract with the North Lake Tahoe Resort Association (Resort Association) to promote tourism and provide guidance on transportation and infrastructure project expenditures at a first year cost of \$5,334,194 and second year cost of \$6,200,000, both of which are funded by the operations budget of the Lake Tahoe Tourism and Promotions Budget Unit at no cost to the County, for the periods of FY 2014-15 and FY 2015-16.

**Background**

The Resort Association serves to promote tourism and to provide guidance in funding infrastructure projects to enhance the built environment in North Lake Tahoe communities. The primary task of the Resort Association is to implement the 2004 North Lake Tahoe Tourism and Community Investment Master Plan (TCIMP) through marketing, transportation and infrastructure development efforts. The Resort Association is currently in the process of reviewing the TCIMP; the proposed FY 2015-16 Resort Association Scope of Work calls for the Resort Association to present their recommended updates to the TCIMP to your Board no later than October 20, 2015.

Your Board first approved this agreement on July 22, 2014 and an amendment disbursing FY 2013-14 Lake Tahoe Tourism ending fund balance to the FY 2014-15 contract budget on October 21, 2014. The amended and restated contract amount will fund Resort Association administrative costs, direct marketing of the North Lake Tahoe region, program research, visitor information, transit services, and various infrastructure projects.

In response to requests by the Resort Association, the term of the current contract was executed for the two-year period of FY 2014-15 through FY 2015-16. Three amendments were anticipated to the agreement, primarily for the purpose of allocating FY 2013-14 Lake Tahoe Tourism account ending fund balance, approval of the FY 2015-16 contract budget concurrent with approval of the Proposed County budget, and allocation of FY 2014-15 Lake Tahoe Tourism account ending fund balance, the latter of which is likely to occur later this fall. The proposed amendments include approval of the FY 2015-16 contract budget in the amount of

\$6,200,000, but also include revisions to the agreement relative to the conduct of business of the Resort Association, refinements to the Scope of Work to more clearly align the tasks to be completed with the allocated budget resources, required progress and financial reports including monthly expense reporting and reconciliation, and engaging the local community in the decision making processes of the Resort Association. These revisions are largely the result of an Agreed Upon Procedures review conducted by an outside firm in the spring of 2015, which examined Resort Association compliance with certain requirements of the contract between Placer County and the Resort Association.

For FY 2015-16 the Resort Association's marketing department will continue its focus on developing its "Human-Powered Sports Initiative", increasing mid-week lodging occupancy, increasing lodging occupancy during the months of September and June, increasing the number of travelers arriving to the destination by air and increasing the number of group meetings and conferences held in North Lake Tahoe.

The Resort Association will conduct the annual call for capital improvement projects in the fall of 2015 and will make a recommendation for project funding to be presented to your Board for consideration in early 2016. \$2,327,310 of the Resort Association contract amount will be held in the County treasury for disbursement directly by the County for these projects. A situational assessment and funding plan for bike trails in the North Lake Tahoe region is scheduled for completion in FY 2015-16, along with a long-range plan for the funding of necessary capital improvements that benefit the tourism-based economy.

The Resort Association will continue to provide recommendations to Placer County as to the transit and transportation services necessary for the benefit of the tourism-based economy in North Lake Tahoe, but the proposed amendments to the contract would transfer responsibility for contracting and payment for those transit and transportation services from the Resort Association to Placer County. \$616,530 of the Resort Association contract amount will be held in the County treasury for disbursement directly by the County for these services. An update to the business plan for the scheduled airport shuttle service is currently underway and will result in the release of a Request for Proposals for operation of the scheduled airport shuttle service in November 2015, with a service program provider to be selected in March 2016.

The amended contract and related attachments were considered and approved by the Resort Association Board of Directors at its August 5, 2015 meeting.

### **Fiscal Impact**

The Resort Association agreement is funded with an agreed upon share of Transient Occupancy Tax (TOT) revenues generated in the North Lake Tahoe TOT area. For FY 2014-15, contract funding in a total amount of \$5,334,194 was approved by your board on October 21, 2015. For FY 2015-16, contract funding in a total amount of \$6,200,000 is recommended and included in the FY 2015-16 Proposed Budget in the Lake Tahoe Tourism budget. The contract funding for FY 2015-16 is based upon anticipated TOT revenues in the North Lake

Tahoe TOT area and reflects a year-over-year increase of \$865,806 or 16 percent. The FY 2015-16 contract budget allocates funding as follows: Marketing Account \$2,831,509, Transportation Account \$817,328, and Capital Improvements Account \$2,551,163. Included within those allocations are personnel/overhead and general and administration costs, with a total not-to-exceed amount of \$1,671,831.

FY 2014-15 contract fund balance will be determined following Final FY 2015-16 County budget approval, with any available fund balance being allocated to the FY 2015-16 contract. Any such allocation would require a contract amendment and would come before your Board for action in the fall of 2015.

**Attachments:**

Second Amendment and Restatement of Agreement between the County of Placer and the North Lake Tahoe Resort Association

Attachment A: North Lake Tahoe Resort Association Scope of Work for FY 2015-16

Attachment A-1: FY 2015-16 Lake Tahoe Tourism Research and Planning Program Budget

Attachment A-2: FY 2015-16 Lake Tahoe Tourism Transit and Transportation Programs and Services

Attachment A-3: FY 2015-16 Lake Tahoe Tourism Marketing Budget

Attachment B: FY 2014-15 and FY 2015-16 Payment Schedule Amendment #2

Attachment C: FY 2015-16 Resort Association TOT Budget

Attachment D: FY 2015-16 Special Event Grant Funding Program

Attachment E: Progress and Performance Reporting Schedule

Attachment E-1: Marketing Department Performance Measurement Document

Attachment F: Resort Association Marketing Reserve Account Policy

**DESCRIPTION: SECOND AMENDMENT AND RESTATEMENT OF AGREEMENT BETWEEN THE COUNTY OF PLACER AND THE NORTH LAKE TAHOE RESORT ASSOCIATION**

**THIS AMENDED AND RESTATED AGREEMENT MADE AND ENTERED INTO THIS 18th DAY OF August, 2015 BY AND BETWEEN** the County of Placer, hereinafter referred to as "COUNTY" and the North Lake Tahoe Resort Association, Inc., a California Nonprofit Public Benefit Corporation, hereinafter referred to as "RESORT ASSOCIATION".

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

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

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

**WHEREAS**, the NORTH LAKE TAHOE RESORT ASSOCIATION, Inc., a California Nonprofit Public Benefit Corporation, has been organized under the Nonprofit Public Benefit Corporation Law for public purposes, to promote, enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of North Lake Tahoe, California, 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 administrative and management activities for tourism marketing and visitor services for the Placer County portion of the

North Lake Tahoe region. These services at times may include cooperative regional marketing, transportation and visitor services efforts. Any regional marketing, transportation and visitor services efforts shall not result in a competitive benefit to participating external jurisdictions; 2) undertake its activities to assist COUNTY in implementing the *North Lake Tahoe Tourism and Community Investment Master Plan (TCIMP)*; and, 3) assist COUNTY with implementation of necessary public infrastructure and operational improvements for the benefit of the tourism-based economy 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 Office; 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 and Committee meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. No later than 10 AM on two (2) business days prior to the date of a meeting of the Board or Committee, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community, and to the RESORT ASSOCIATION'S website. Available agenda packet support materials shall also be posted to the RESORT ASSOCIATION's website no later than 10 AM on two (2) business days prior to the date of a meeting of a RESORT ASSOCIATION Board or Committee. Any agenda packet support materials provided to the Board or Committee after the posting deadline shall be posted to the RESORT ASSOCIATION's website within one (1) business day following conclusion of the meeting. The public shall be given an opportunity to attend each Board and Committee meeting and to directly address the Board or Committee 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. All RESORT ASSOCIATION Board members and Executive Management, including but not limited to, the Chief Executive Officer/Executive Director, the Director of Partnerships and Planning, the Director of Finance and Human Resources, the Chief Marketing Officer and the Director of Visitor Services shall, upon taking office and no later than February 28 of each year thereafter, file a State of California Fair Political Practices Commission Form 700 with the County Clerk-Recorder and shall provide a copy of such filing to the County Executive Office .
- D. The RESORT ASSOCIATION shall maintain and provide to COUNTY 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 between the COUNTY and RESORT ASSOCIATION and the need to represent both organizations' interests in a coordinated manner, the County Executive Office 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. Should the County Executive Office find such a conflict occurs, the County Executive Office shall bring said conflict to the attention of the Executive Committee of the RESORT ASSOCIATION for resolution and the RESORT ASSOCIATION shall within fifteen (15) business days communicate all resolution measures undertaken to the County Executive Office. Should, in the sole judgment of the County Executive Office, the conflict not be resolved through such resolution measures, the RESORT ASSOCIATION shall remove said representative at the request of the County Executive Office.

- E. To the extent the RESORT ASSOCIATION or any third party under grant or contract from the RESORT ASSOCIATION expends TOT for any project, program, service and/or support in any amount greater than \$25,000, the RESORT ASSOCIATION shall utilize and require any third party contractors, sub-contractors, grantees and/or sub-grantees to utilize a competitive bidding or procurement process. The \$25,000 threshold may not be avoided by artificially splitting or breaking up contracts into lesser agreements, or entering into a series of agreements for sums below the \$25,000 threshold. Should it be found that any project, program, service and/or support that was originally anticipated to cost less than \$25,000, will in total aggregate value exceed \$25,000, the contract for such project, program, service and/or support shall be reviewed by the RESORT ASSOCIATION Board of Directors, who shall determine if a competitive bidding or procurement process shall be utilized for the amount of the expense in excess of \$25,000 or if an exception from the competitive bidding/procurement policy is reasonably necessary to avoid interruption in RESORT ASSOCIATION's ability to comply with this Agreement and Scope of Work. In projects involving capital improvements RESORT ASSOCIATION shall be solely responsible for compliance with applicable state and federal prevailing wage and other labor laws. All such projects, programs, services and/or support shall be provided for under a contract for services that includes a scope of work and milestones for completion of the work. This process is intended to ensure that the work is awarded in an impartial manner to the most responsive and best qualified contractor and to make certain that the projects, programs, services and/or support are accomplished in a cost-effective manner. This provision is not applicable to RESORT ASSOCIATION's membership in the Reno Air Service Corporation (RASC) or the Sierra Ski Marketing Council (SSMC). This provision is also not applicable when the project, program, service and/or support is being provided directly by a governmental entity or non-profit public benefit corporation that does not compete with other potential service providers, however, if the governmental entity or non-profit public benefit corporation sub-contracts any portion of the project, program, service and/or support in an amount greater than \$25,000 to a third-party entity, a competitive bidding or procurement process shall be utilized for that portion of the project. Should a project, program, service and/or support not be available through a competitive bidding process, RESORT ASSOCIATION and/or any third-party contractor, sub-contractor or grantee shall include sole-source justification documentation or other documentation substantiating that the project, program, service and/or support was not able to be competitively bid and such documentation shall be attached to the contract(s) for any such project, program, service and/or support.

A copy of all contracts for projects, programs, services and/or support in any amount greater than \$25,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract and shall be accompanied by documentation verifying

that the competitive bidding or procurement process as required by this Agreement was utilized and/or will be utilized by any third party under grant or contract to provide the project, program, service and/or support.

- F. All projects, programs, services and/or 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 phased projects and programs. A copy of all contracts for projects, programs, services and/or support in any amount greater than \$10,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract.
- G. RESORT ASSOCIATION staff shall within twenty-nine (29) calendar days notify and provide supporting documentation in writing to the Board of Directors for any unbudgeted project, program, service and/or support expense of \$2,500 or greater.
- H. The RESORT ASSOCIATION shall maintain updated bylaws that reflect current Board composition and committee structures.
- I. The RESORT ASSOCIATION shall coordinate its legislative and other advocacy recommendations on issues of local or regional importance with the County Executive Office and shall undertake any legislative advocacy activities only following notification of and approval by the County Executive Office. The RESORT ASSOCIATION Board of Directors shall adopt a legislative platform consistent with Placer County policies, and approved by the County Executive Office, not later than their February meeting of each year.

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 funding from sources other than the COUNTY, the RESORT ASSOCIATION shall notify the COUNTY accordingly and shall certify in writing upon the request of the COUNTY that all such expenditures are from funds other than those provided by this Agreement.

### **3. TERM AND TIME OF COMPLETION**

The term of this Agreement is from July 1, 2014 through June 30, 2016, and may be extended from year to year thereafter as provided in Section 12. Budget and Scope of Work amendments are anticipated three times during the contract term consistent with adjustments made to work tasks as fund balance is allocated and the FY 2015-16 Tahoe TOT budget is agreed upon.

#### **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 regular progress reports to the COUNTY as identified in Attachment E of this Agreement (Progress and Performance Reporting Schedule). The report(s) shall, as necessary, describe the need to revise the Scope of Work to achieve the desired program objectives, 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. Financial reports and schedules included in the regular progress reports shall be specific to TOT funds and expenses. Upon receipt of any progress report, the COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be provided to the COUNTY in writing within fifteen (15) business days of any such request.
- B. No later than April 1 of each contract year the County Executive Office will provide a total contract budget figure to the RESORT ASSOCIATION. Within two (2) business days of the first RESORT ASSOCIATION Board meeting in May of each year, the RESORT ASSOCIATION shall submit to the County Executive Office in writing a proposed Scope of Work and an accompanying budget request for the subsequent fiscal year. The request shall include any suggestions for revision to the Scope of Work and program objectives, identify the costs thereof, if any, and a progress report measuring Key Performance Objectives as identified in the Scope of Work, Attachment A. COUNTY will provide a written response and coordinate a meeting with appropriate participants from COUNTY and RESORT ASSOCIATION staff and Board members to review and resolve any outstanding differences within thirty (30) calendar days of receipt of the proposed Scope of Work and accompanying budget.
- C. Prior to submittal to the COUNTY, the proposed budget and Scope of Work shall be made available by the RESORT ASSOCIATION for public review and comment in public forums at the RESORT ASSOCIATION Board of Directors and Committee meetings. All Board of Directors, Committee and public feedback on the proposed budget and Scope of Work shall accompany the submittal to the COUNTY. Any current RESORT ASSOCIATION funding partners, both public and private, who could be negatively impacted by funding proposed to be excluded from the proposed budget will be directly notified in advance of the review and comment process and provided an opportunity to submit comments in accordance with this subsection. Funding partner is defined as an entity that receives TOT funds from the RESORT ASSOCIATION to support regular, ongoing services and/or operations provided for the direct benefit of the tourism-based economy in North Lake Tahoe. Funding partner does not include individual Capital Improvement or Special Event grant recipients.
- 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) calendar days of its completion. Such audit shall include a TOT Budget to Actual Schedule as supplemental information in the audit report. RESORT ASSOCIATION shall utilize a competitive bidding process to secure the services of the audit firm which is to perform the annual audit and shall include the County Executive Officer or his/her designee on

the panel that reviews proposals received as a result of such competitive bidding process and selects the audit firm to perform the audit. The term of contract with the audit firm, including any extensions, shall not exceed five (5) years in duration. 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.

- E. RESORT ASSOCIATION shall submit each written Progress Report required under this Agreement directly to the County Executive Office in both electronic and hard copy. To the extent that any of the Progress Reports required by this Agreement may also be provided to the Board of Directors and/or Committees of the RESORT ASSOCIATION as a part of a meeting packet or other correspondence and the County Executive Office may be included in the distribution thereof, such distribution shall not constitute submission of the Progress Report to the County Executive Office for purposes of satisfying the provisions of this Agreement. All Progress Reports required under this Agreement shall be archived by the RESORT ASSOCIATION in a format readily accessible if requested by the COUNTY or the general public.

## **5. COMPENSATION**

### **A. MAXIMUM LIMIT**

- 1) The RESORT ASSOCIATION'S total FY 2014-15 compensation is \$5,334,194, as set forth in detail on Attachment B (FY 2014-15 and FY 2015-16 Payment Schedule Amendment #2). The FY 2015-16 COUNTY Lake Tahoe Tourism budget includes a total of \$6,200,000 for the RESORT ASSOCIATION contract and is predicated upon receipt of TOT funds at the budgeted level. Of that amount, \$2,327,310 shall be allocated to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury and \$616,530 shall be allocated to the Lake Tahoe Tourism Transit/Transportation Account held in the COUNTY Treasury. Costs for services, programs and/or projects provided by the COUNTY shall be paid either through a journal transfer process or direct disbursement from COUNTY to its contract service provider(s). The remaining \$3,256,160 shall be the maximum total FY 2015-16 compensation paid from COUNTY to the RESORT ASSOCIATION for the services outlined in the attached Scope of Work (Attachment A) and budget (Attachments A-1, A-2, A-3 and C). Such payment shall be made in monthly progress payments, as set forth in detail on Attachment B. 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 shall be paid only from the monies identified for each specific purpose, and within the budget limit set forth above.
- 2) The total compensation amount for each Fiscal Year reflects the amount approved in the Board of Supervisors Final Budget for that 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 TOT revenues and previous fiscal year fund balance, which may be adjusted, either

positively or negatively. Subsequent contract years will be negotiated based on the process and timeline outlined in Section 4. B. of this Agreement, based on distribution of budgeted Lake Tahoe TOT revenue, exclusive of staff, general and administrative expenses, which shall be adjusted equal to the most recent San Francisco Consumer Price Index. Certain general and administrative expense(s) may be approved by the County Executive Office for a budget adjustment in an amount higher than the most recent San Francisco Consumer Price index if the RESORT ASSOCIATION can substantiate that the expense increase is due entirely to circumstances outside of its control and that without making such adjustment expenses would need to be cut in other budget areas which would significantly diminish the RESORT ASSOCIATION's ability to accomplish its responsibilities and Scope of Work under this Agreement.

- 3) COUNTY and RESORT ASSOCIATION agree that, to the extent possible, COUNTY Tourism Services provided by Placer County which are funded from the Tahoe TOT budget will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.

#### B. CAPITAL IMPROVEMENTS ACCOUNT

- 1) Maximum FY 2014-15 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$95,205 and General and Administration TOT expenses shall not exceed \$72,201. Maximum FY 2015-16 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$99,743 and General and Administration TOT expenses shall not exceed \$74,110. Any overages shall, within forty-five (45) business days from the end of the each fiscal year, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.
- 2) Other than Personnel/Overhead and General and Administration expenses noted in Subsection 1 above, action by the Board of Supervisors is required for the expenditure of Capital Improvements funds following recommendations of the RESORT ASSOCIATION Capital Investment/Transportation Committee to the RESORT ASSOCIATION Board of Directors and approval of RESORT ASSOCIATION recommendations by the Board of Supervisors. RESORT ASSOCIATION shall annually recommend to COUNTY implementation of capital improvement projects consistent with the Scope of Work (Attachment A) and budget (Attachment C). 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 Capital Improvement projects, programs and/or services allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule. Invoices for all approved capital improvement projects will be paid directly by COUNTY upon submission of the invoice to the COUNTY by the RESORT ASSOCIATION. Such invoices must be accompanied by documentation substantiating that the work has been completed/and or services have been provided in accordance with the contract and scope of work for the approved project. Allocation of Lake Tahoe Tourism Capital Improvement Account funds held in the County Treasury for COUNTY projects or services provided by the COUNTY shall

be completed via an internal journal transfer upon written request from the COUNTY Department of Public Works following review and approval of such request by the RESORT ASSOCIATION and County Executive Office.

- 3) COUNTY will provide FY 2014-15 year end infrastructure and/or capital maintenance contract balances including applicable interest to RESORT ASSOCIATION by September 1, 2015. COUNTY will provide FY 2015-16 year end infrastructure and/or capital maintenance contract balances including applicable interest to RESORT ASSOCIATION by September 1, 2016.
- 4) The RESORT ASSOCIATION Capital Investment/Transportation Committee shall include 16 members with the following representation: three North Lake Tahoe Resort Association Board members, three Placer County representatives (one member representing the Placer County Executive Office, one member representing Placer County Tahoe Area Regional Transit, one member representing the Placer County Public Works/Facilities department), two members representing the Truckee North Tahoe Transportation Management Association, two representatives from Special Districts that provide visitor services (to be rotated to two new Districts on a bi-annual basis, as necessary), and six Community At-Large members. All jurisdiction and entity representatives will be appointed by the representative jurisdiction, and accepted by the RESORT ASSOCIATION Board of Directors. Appointment of the Community At-Large representatives will be recommended by the RESORT ASSOCIATION Board of Directors and approved by the County Executive Office.
- 5) Expenditure of Research and Planning funds allocated to the Capital Improvements 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 Capital Improvements Account as outlined in the TCIMP, and as specified in the RESORT ASSOCIATION annual budget. A list of Research and Planning fund activities planned for FY 2015-16 is included in the Scope of Work, Attachment A-1.

In ongoing recognition of the need for maintenance of tourist-serving Infrastructure projects envisioned in the Tourism/Community Investment Master Plan, a Lake Tahoe Tourism Capital Maintenance Reserve Account has been established and is held in the County Treasury. The funds will assist in meeting certain maintenance needs for visitor-serving projects. 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 2014-15 TOT expenses for Personnel/Overhead shall not exceed \$778,186 and General and Administration TOT expenses shall not exceed \$523,784. Maximum FY 2015-16 TOT expenses for Personnel/Overhead shall not exceed \$796,581 and General and Administration TOT expenses shall not exceed \$537,599. Any overages shall, within forty-five (45) business days from the end of

the each fiscal year, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

- 2) In order to track progress and completion of tasks associated with projects and programs implemented with Transient Occupancy Tax (TOT) funds, the RESORT ASSOCIATION will utilize a contract format for all Marketing Account projects, programs and/or services that are allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule.
- 3) In each fiscal year, the Marketing Account shall maintain a total ten (10) percent reserve of the average of the three prior fiscal years total budgeted Marketing Account expenditures to provide for fluctuations in the TOT collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this Agreement. If Marketing Account reserve funds are expended as called for in Attachment F, the funds will be reimbursed to the reserve account prior to the end of the following fiscal year.
- 4) In order to meet the TCIMP goals of "conducting more direct marketing and sales in cooperation and coordination with its member businesses and constituents," and consistent with the Scope of Work, a Community Marketing program shall allocate \$100,000 toward the development of special projects and programs that promote visitation to communities within the Placer County portion of North Lake Tahoe. Of that total, the Community Marketing program will set aside \$30,000 to be allocated between the West Shore Association, Northstar Village Retailers Association and the Squaw Valley Business Association, based on pre-determined criteria only after consensus recommendation of the RESORT ASSOCIATION'S Business Association-Chamber Collaborative (BACC). Payments to such Associations may occur only following recommendation by a majority vote of the RESORT ASSOCIATION Board of Directors. Distribution of Community Marketing program funds in the amount of \$10,000 each to the North Tahoe Business Association and Tahoe City Downtown Association will be accomplished through separate contracts with the COUNTY Economic Development Department. These Associations will continue annual program planning in consultation with, and provide expenditure reports to the BACC, in accordance with their respective COUNTY Economic Development contracts. The remaining \$50,000 balance will be distributed through a Special Events mini-grant process, for which the North Lake Tahoe Chamber of Commerce is an eligible applicant and recipient. A Subcommittee of the BACC shall be formed for the purpose of reviewing Special Events mini-grant applications and recommending approval and/or denial thereof to the RESORT ASSOCIATION Marketing Committee. The Marketing Committee shall review the recommendations of the Subcommittee and submit a subsequent recommendation to the RESORT ASSOCIATION Board of Directors for consideration and approval. Attachment D to this Agreement includes the Special Event mini-grant eligibility criteria list, as well as post-event data required to be submitted by each grant recipient to allow the RESORT ASSOCIATION to determine Return on Investment (ROI) for each grant awarded. RESORT ASSOCIATION shall provide to COUNTY a Special Event mini-grant program ROI analysis as a component of RESORT ASSOCIATION'S Year-End

Organizational Performance Report as required in accordance with Attachment E to this Agreement.

- 5) As identified in the TCIMP, the RESORT ASSOCIATION and Placer County Executive Office have developed and approved a mutually agreed upon set of ROI indicators from the expenditure of all dollars expended by the RESORT ASSOCIATION 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 TCIMP, 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-1 to this Agreement. An ROI data and analysis report shall be provided to the Placer County Executive Office based on specifications agreed to by the Placer County Executive Office as part of the Semi-Annual reports specified in Attachment E of this Agreement. The summer report (April-September) is due no later November 15th of each year and the winter report (October-March) is due no later than May 15th of each year.
- 6) The RESORT ASSOCIATION shall work with the Placer County Office of Economic Development 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 at the Placer County Visitor's Bureau California Welcome Center on behalf of the RESORT ASSOCIATION. It is anticipated that these actions shall be completed by October 1 of each contract year.
- 7) The RESORT ASSOCIATION Board has established a commission structure which charges fifteen (15) percent for booked leads for conference business outside of jurisdictions that are members of the North Lake Tahoe Marketing Cooperative (Placer/Washoe). This structure may only be amended following approval by the COUNTY.
- 8) The RESORT ASSOCIATION shall undertake periodic reviews to ensure that all lodging properties and vacation rental firms in Placer County portion of North Lake Tahoe are listed on any and all websites, printed materials and guides that include lodging listings and which are paid for, all or in part, with TOT funds. All web-based listings shall include direct links to property or firm websites when available.
- 9) 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.

RESORT ASSOCIATION shall ensure that TOT funds contributed by it to the North Lake Tahoe Marketing Cooperative will be expended in accordance with Section 2. E. of this Agreement. RESORT ASSOCIATION shall ensure that prior to the North Lake Tahoe Marketing Cooperative's execution of any contract which will result in the expenditure of \$25,000 or more of Placer County TOT funds, the RESORT ASSOCIATION's Board of Directors shall have opportunity to review the contract and provide written comments to the North Lake Tahoe Marketing Cooperative through its appointed representation on the Cooperative Marketing Committee of the North Lake Tahoe Marketing Cooperative. RESORT ASSOCIATION shall ensure that all contracts for services and/or support executed by the North Lake Tahoe Marketing Cooperative that result in the expenditure of \$10,000 or more of Placer County TOT funds will be accompanied by a scope of work and that a copy of the contract will be provided to the RESORT ASSOCIATION. Within fifteen (15) days business days of receipt of the contract, RESORT ASSOCIATION shall provide a copy to COUNTY.

- b) The RESORT ASSOCIATION shall provide a detailed separate accounting of the expenditures of the Cooperative to the COUNTY on a quarterly basis. Such accounting shall include a list of any expense of the Cooperative funded with Placer County TOT, the amount of the expense and the vendor to which the amount was paid. Such accounting shall be submitted both electronically and in hard copy to the County Executive Office as a component of the Quarterly Financial Reports identified in Attachment E to this Agreement.
- 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 COUNTY as part of the RESORT ASSOCIATION'S Year End Report to 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. TRANSPORTATION ACCOUNT

1) Maximum FY 2014-15 TOT expenses for Personnel/Overhead shall not exceed \$98,630 and General and Administration TOT expenses shall not exceed \$62,392. Maximum FY 2015-16 TOT expenses for Personnel/Overhead shall not exceed \$99,743 and General and Administration TOT expenses shall not exceed \$64,055. Any overages shall, within forty-five (45) business days from the end of each fiscal year, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

- 2) Expenditure of Research and Planning funds allocated to the Transportation 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 Transportation Account as outlined in the TCIMP. A list of potential Research and Planning fund activities for FY 2015-16 is included in the Scope of Work, Attachment A-1.
- 3) RESORT ASSOCIATION shall annually recommend to COUNTY implementation of transit and transportation services and programs consistent with the Scope of Work (Attachment A) and budget (Attachments A-2 and C). Additions or changes to the transit and transportation service programs require approval in advance by both the RESORT ASSOCIATION Board of Directors and the County Executive Office. COUNTY shall provide directly or contract for those recommended transit and transportation service programs approved by the Board of Supervisors, with exception of the summer traffic management program, summer hourly nighttime transit service and the scheduled airport shuttle service until the expiration or termination of any contracts for such services that are in effect as of the date of this Agreement. Upon termination or expiration of such contracts, COUNTY shall provide or contract directly for such services. Invoices for all approved transit and transportation service programs will be paid directly by COUNTY upon submission of the invoice to the COUNTY by the RESORT ASSOCIATION. Such invoices must be accompanied by documentation substantiating that the services have been provided in accordance with the contract and scope of work between the RESORT ASSOCIATION and the service provider. Allocation of Transportation Account funds for COUNTY projects or services provided by the COUNTY shall be completed via an internal journal transfer upon written request from the COUNTY Department of Public Works following review and approval of such request by the RESORT ASSOCIATION and County Executive Office.
- 4) All Transportation Account fund balance from the previous fiscal year and interest on funds earned in the RESORT ASSOCIATION Transportation Account shall, within forty-five (45) business days from the end of the fiscal year, be returned to COUNTY for deposit into the Lake Tahoe Tourism Capital Improvements account held in the County Treasury.
- 5) Transportation Account funds earmarked for services to be provided by the COUNTY, either directly or through a contract vendor, will not be allocated to the RESORT ASSOCIATION. Allocation of Lake Tahoe Tourism Transportation Account funds held in the County Treasury for transit and transportation services provided by the COUNTY shall be completed via an internal journal transfer upon written request from the COUNTY Department of Public Works following review and approval of such request by the RESORT ASSOCIATION and County Executive Office. COUNTY will provide FY 2015-16 year end transportation contract balances including applicable interest to RESORT ASSOCIATION by September 1, 2016.
- 6) All contracts for transit and transportation services funded in whole or in part by Placer County TOT revenue shall include requirements consistent with applicable

state and federal law, including, but not limited to 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"; 49 CFR Part 382 "Controlled Substances and Alcohol Use and Testing"; 49 CFR Part 40 "Procedures for Transportation Workplace Drug Testing Programs"; 49 CFR Part 37 "Transportation Services for Individuals with Disabilities"; 49 CFR Part 38 "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles"; 49 CFR Part 395 "Hours of Service of Drivers"; California or Nevada commercial drivers licensing requirements for applicable passenger transportation; and be reviewed, and corrected, if necessary, for consistency with COUNTY insurance requirements. RESORT ASSOCIATION shall be responsible to institute written monitoring policies and procedures and to conduct, or cause to be conducted, periodic monitoring of all transit and transportation services contracted by RESORT ASSOCIATION which are funded in whole or in part by Placer County TOT to ensure that the requirements of applicable state and federal law as specified above are met. The results of such periodic monitoring shall be provided in both electronic and hard copy format to the County Executive Office within forty-five (45) business days of the close of each calendar quarter.

#### E. PAYMENT SCHEDULE

- 1) Payments for FY 2014-15 shall be made to the RESORT ASSOCIATION as set forth in Attachment B, 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 and Attachment E. The Payment Schedule for FY 2014-15 will begin on September 1, 2014 or upon execution of this Agreement. The FY 2014-15 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 RESORT ASSOCIATION TOT budget and overall Agreement amount).
- 2) Payments for FY 2015-16 shall be made to the RESORT ASSOCIATION as set forth in Attachment B, 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 and Attachment E, including a monthly Account Transaction Detail Report. Upon request of COUNTY, RESORT ASSOCIATION shall meet with COUNTY to review and reconcile the monthly Account Transaction Detail Report. The Payment Schedule for FY 2015-16 will begin on September 1, 2015. The FY 2015-16 Payment Schedule may be amended with written approval of the County Executive Office. Such amendment may include advance funding for administration and marketing 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 RESORT ASSOCIATION TOT budget and overall Agreement amount).

- 3) COUNTY and RESORT ASSOCIATION hereby agree that RESORT ASSOCIATION currently holds COUNTY TOT funds in the amount of \$362,262 (\$362,262 of the total \$392,909 RESORT ASSOCIATION Unrestricted Net Assets as of April 30, 2015, that were paid by COUNTY to RESORT ASSOCIATION in previous fiscal years and were not expended for the purpose they were paid and for which there are no outstanding liabilities. These funds shall be tracked and clearly designated as restricted assets on the face of all draft and audited financial statements. By October 31, 2015 the COUNTY Auditor-Controller, COUNTY Chief Financial Officer and the RESORT ASSOCIATION Chief Financial Officer shall meet and make a joint determination as to the following:
  - a) What portion, if any, of these funds may be retained and utilized by the RESORT ASSOCIATION for cash-flow purposes associated with fulfilling its responsibilities under this Agreement;
  - b) what portion, if any, of the funds are to be returned to COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the County Treasury and the date by which such payment shall be made; and,
  - c) any other designation and/or restriction of these funds which may be prudent and in keeping with generally accepted accounting principles.
- 4) Allocation of funds for all services and projects approved by the RESORT ASSOCIATION Board of Directors and the Board of Supervisors and which are to be implemented directly by or under direct contract with the COUNTY shall be conducted via internal journal transfer or disbursement directly by the COUNTY. Journal transfers as described above shall be accompanied by electronic written notice to the RESORT ASSOCIATION.

#### G. RIGHT TO WITHHOLD 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.
  - d) Fails to provide, upon request, adequate documentation to COUNTY validating that any contract expense has been incurred in accordance with the terms of this Agreement.
- 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). The response could include a request to meet, within a

reasonable timeframe, with the County Executive Office for purposes of determining agreement on acceptable progress on specified terms. If 30 days following such agreement there is still no acceptable progress, then COUNTY may withhold payment.

## **6. RECORDS**

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.

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".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the RESORT ASSOCIATION.

RESORT ASSOCIATION shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of SUBCONTRACTORS Workers' Compensation shall be provided by RESORT ASSOCIATION to the COUNTY prior to any SUBCONTRACTOR commencing work.

B. **GENERAL LIABILITY INSURANCE:**

- a. 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:

(1) Contractual liability insuring the obligations assumed by RESORT ASSOCIATION in this Agreement.

b. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) 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 one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

C. ENDORSEMENTS:

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

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, 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."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. 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.

E. ADDITIONAL REQUIREMENTS:

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

Policy Deductibles - The RESORT ASSOCIATION shall be responsible for all deductibles in all of the RESORT ASSOCIATION's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

RESORT ASSOCIATION's Obligations - RESORT ASSOCIATION's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - RESORT ASSOCIATION shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the RESORT ASSOCIATION's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the RESORT ASSOCIATION to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

## **11. CANCELLATION**

This Agreement may be canceled by COUNTY or RESORT ASSOCIATION upon the giving of ninety (90) calendar 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 within thirty (30) business days of the date of cancellation.

## **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: \_\_\_\_\_  
Kirk Uhler  
Chair, Board of Supervisors

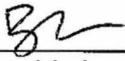
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

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

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

By:  \_\_\_\_\_  
Brendan Madigan, Chairman, Board of Directors  
North Lake Tahoe Resort Association

Date: 8.10.15

List of Attachments:

- A- RESORT ASSOCIATION Scope of Work
- A-1- FY 2015-16 Research & Planning Projects
- A-2- Approved FY 2015-16 Transportation Programs & Services Budget
- A-3- FY 2015-16 Tourism Marketing Program Budget
- B- FY 2014-15 and FY 2015-16 Payment Schedule Amendment #2
- C- FY 2015-16 Lake Tahoe Transient Occupancy Tax Budget
- D- 2015-16 Special Event Grant Funding Program
- E- RESORT ASSOCIATION Reporting & Metrics Schedule
- E-1-Marketing Department Performance Measurement Document
- F- RESORT ASSOCIATION Marketing Reserve Account Policy

**ATTACHMENT A**  
**North Lake Tahoe Resort Association**  
**Scope of Work for FY 2015-16**

The importance of tourism to the economic health of North Lake Tahoe and Placer County is well established. Accordingly, the adopted mission of the North Lake Tahoe Resort Association (Resort Association) is to ***“Promote tourism and benefit business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.”***

Based upon the Agreement between Placer County and the Resort Association, the services provided by the Resort Association are summarized as follows:

- 1) Provide a full spectrum of administrative and management activities for tourism development, marketing and visitor services in and for the Placer County portion of the North Lake Tahoe region;
- 2) Undertake activities to assist Placer County in implementing the North Lake Tahoe Tourism and Community Investment Master Plan; and,
- 3) Assist Placer County in identifying and implementing the public infrastructure and operational improvements necessary for the benefit of the tourism-based economy in the Placer County portion of the North Lake Tahoe region.

The Resort Association shall implement this Scope of Work through its Administration, Tourism, Visitor Information Services and Transportation and Capital Improvement departments. For each of these departments, the Resort Association shall develop detailed budgets and work plans which directly support the North Lake Tahoe Tourism and Community Investment Master Plan. Each budget and work plan shall identify the objectives of the plan, strategies and tactics to accomplish those objectives, quantifiable performance measurements by which the effectiveness of the identified strategies and tactics will be evaluated and the resources required to achieve the objectives. The tasks and performance indicators identified in this Scope of Work shall be incorporated into each department's respective work plan. Each budget and work plan shall be reviewed and approved by the applicable Resort Association Committee(s) and by the Resort Association Board of Directors by October 8, 2015. The Resort Association shall endeavor to obtain and incorporate input from tourism-based economy stakeholders and the broader local community when developing its programs, annual work plans and budgets.

**ADMINISTRATION**

The Resort Association is established as a 501(c)(4) community based California non-profit public benefit corporation. The function of the Resort Association's administration and management team shall be to manage the corporation and oversee the services and programs operated by the corporation. The Resort Association's Administration will be responsible for managing the company's human resources, accounting and financial services, internal controls, budgets and forecasts, cash flow analysis, capital planning, contract management, legislative advocacy, partnership management, and participation in tourism-based economic development programs and initiatives.

Tasks:

- Ensure compliance with all provisions and requirements of the Agreement between Placer County and the Resort Association.
- Revise the Resort Association Supplemental Operating Policies and Procedures to include a policy for the expenditure of TOT funds for employee meals, travel, lodging and transportation on or before October 7, 2015.
- Revise the Resort Association Supplemental Operating Policies and Procedures to include a policy governing the use of corporate credit cards on or before October 7, 2015.
- Revise the Resort Association Supplemental Operating Policies and Procedures to include a policy for the expenditure of TOT funds for business entertainment purposes, which shall include policy governing the purchase of alcoholic beverages for both clients and employees.
- Review the Resort Association Bylaws and Supplemental Operating Procedures and Policies and make recommendations to the Board of Directors on any revisions that may be necessary.
- Keep separate, complete and accurate financial records of all Transient Occupancy (TOT) funds allocated to the Resort Association and the expenditure thereof.
- Prepare and post agendas and any support materials for all meetings of the Resort Association Board of Directors and/or Resort Association Committees no later than 10 AM on two (2) business days prior to the date of a meeting of the Board or Committee.
- Maintain accurate records of the actions taken by Resort Association Committees and Board of Directors. Such records shall be posted to the Resort Association's website.
- Complete a review and update of the North Lake Tahoe Tourism Community Investment Master Plan, including adoption of an updated plan by the Placer County Board of Supervisors on or before October 20, 2015. As specified in Attachment A-1, Research and Planning funds in the amount of \$31,000 has been allocated for this task in FY 2015-16.
- In consultation with the County Executive Office, prepare an annual legislative platform for Board of Directors approval no later than February 11, 2016. As specified in Attachment A-1, Research and Planning funds in the amount of \$10,000 has been allocated for legislative advocacy efforts in FY 2015-16.

Performance Indicators:

- Compliance with all requirements of the Placer County/Resort Association Agreement.
- Completion of the tasks identified above on or before specified deadlines.

**TOURISM**

The mission of the Tourism department 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.”*

To accomplish its mission, the Tourism department shall provide services, activities and functions in the following program areas:

- 1) Marketing, Advertising, Promotions and Brand Development/Management which at a minimum shall include:
  - a) In-Market Marketing, Advertising and Promotions
  - b) Out-of-Market Marketing, Advertising and Promotions
  - c) Public and Media Relations
  - d) Social Media
  - e) Consumer Website (GoTahoeNorth.com)
- 2) Group and Conference Sales
- 3) Leisure Sales
- 4) Special Events

#### **1) Marketing, Advertising and Promotions**

Develop and execute comprehensive marketing, advertising and promotions programs designed to maximize the exposure and promotion of North Lake Tahoe as the premier international mountain resort destination in the Western United States. These programs shall focus on increasing the number of visitors coming to North Lake Tahoe and the duration of stay for each visitor. These programs shall be based upon the results of both quantitative and qualitative market research and shall be monitored and reported on regularly.

##### **a) In-Market Marketing, Advertising and Promotions**

###### Tasks:

- In consultation with the Resort Association’s Business Association Chamber Collaborative and Marketing Committee, develop and implement an integrated media, marketing and promotions plan which is targeted to audiences located, either permanently or temporarily, within the North Lake Tahoe area. Such plan shall focus on increasing visitor awareness of all of the amenities offered in the region, including driving visitation to the mountain resort communities during the summer and visitation to the lakeshore communities in the winter.
- Conduct at least one member and partners workshop to review the results of in-market marketing, advertising and promotions efforts. The feedback and input received during this workshop shall be considered by the Resort Association when developing the FY 2016-17 in-market integrated media, marketing and promotions plan.
- Administer the Community Marketing Program and Special Events Mini-Grant process as specified in the Placer County/Resort Association Agreement.

###### Performance Indicators:

- Increase visitor participation in specific in-market marketing initiatives by 10% as compared to FY 2014-15.

**b) Out-of-Market Marketing, Advertising and Promotions**

Tasks:

- In consultation with the Resort Association's Marketing Committee, develop and implement an integrated media, marketing and promotions plan which is targeted to audiences located outside of the North Lake Tahoe area. Such plan shall focus on increasing visitation to the destination during mid-week and strike zone time periods, average length of stay per visitor and total number of visitors arriving by air.

Performance Indicators:

- Increase in TOT collections by 2% as compared to FY 2014-15.
- Increase number of travelers arriving by air by 3% as compared to FY 2014-15.
- Increase mid-week occupancy by 5% as compared to FY 2014-15.
- Increase occupancy in the months of September 2015 and June 2016 by 5% as compared to the prior year.

**c) Public and Media Relations**

Tasks:

- Increase public and media awareness of North Lake Tahoe as a premier year-round travel destination.
- Generate positive editorial coverage in national and regional publications and communications channels.
- Conduct media familiarization trips throughout the course of FY 2015-16.
- Provide assistance to writers on assignment in North Lake Tahoe.
- Generate and update content for the media center on GoTahoeNorth.com.
- Integrate messaging between traditional media and online media.

Key Performance Indicators:

- Advertising equivalency of public relations efforts increased by 10% over FY 2014-15.
- References to GoTahoeNorth.com in editorial stories and features about North Lake Tahoe increased by 20% over FY 2014-15.
- Number of media contacts and press releases downloaded from GoTahoeNorth.com increased by 15% over FY 2014 -15.

**d) Social Media**

Tasks:

- Utilize social media to increase public awareness of North Lake Tahoe.
- Utilize contests, quizzes and campaigns to increase followers and engage viral community.
- Post scenic photography to inspire visitation and attract new followers.

Key Performance Indicators:

- Number of social media followers increased by 15% over FY 2014-15.

- Increase number of YouTube viewers by 20% as compared to FY 2014-15.
  - Increase number of Instagram photos posted by 25% as compared to FY 2014-15.
- e) Website - As the main fulfillment channel for all consumer marketing efforts, GoTahoeNorth.com must contain compelling content and be fully leveraged to maximize promotion of North Lake Tahoe. Consumers should be able to access and fully utilize all features of the site when connecting to the site via a mobile device, including the ability to book lodging and other activities directly from the site.

Tasks:

- Continuously update GoTahoeNorth.com with content designed to engage travelers and inspire visitation to North Lake Tahoe.
- Ensure GoTahoeNorth.com includes all information that a visitor would need to book a trip to North Lake Tahoe and find information to enhance their visit while in market.

Performance Indicators:

- Total unique visitors to site increased by 5% over FY 2014-15.
- Average length of stay on the site increased by 10% over FY 2014-15.
- Reduce bounce rate of the site by 10% as compared to FY 2014-15.
- Percent of direct and bookmarked visitors increased by 3% over FY 2014-15.
- Number of repeat Visitors increased by 15% over FY 2014-15.
- Number of lodging referrals increased by 5% over FY 2014-15.
- Lodging referrals as a percentage of total unique visitors increased by 5% over FY 2014-15.
- Organic search increased by 10% over FY 2014-15.
- Number of newsletter sign-ups increased by 5% over FY 2014-15.

**2) Group and Conference Sales**

The purpose of this program is to increase the number of group meetings and conferences held at North Lake Tahoe each year. The program shall include a focus on increasing awareness in the national and regional meetings industry of North Lake Tahoe as a premier meeting and conference destination.

Tasks:

- Development and implementation of an integrated media, marketing and promotions plan.
- Promote the Placer County portion of North Lake Tahoe at industry trade shows.
- Conduct sales missions, site inspections and familiarization tours (FAMs).
- Foster direct relationships with organizations and groups that regularly travel to offsite locations for conferences, conventions, seminars, meetings, training and similar gatherings.

Performance Indicators:

- Increase TOT and other revenues associated with group and meetings business by 5% over FY 2014-15.
- Increase total leads and total booked revenue by 5% over FY 2014-15.
- Increase number of group and conference requests for proposal submitted through GoTahoeNorth.com by 5% over FY 2014-15.

### **3) Leisure Sales**

The purpose of this program is to increase vacation and leisure travel to North Lake Tahoe. The program shall focus on building regional, national and international tourism business for North Lake Tahoe through a variety of trade shows, familiarization tours, promotional programs and training for travel/reservation agents.

Tasks:

- Utilize multiple distribution channels for the sale of North Lake Tahoe vacations and vacation products, including: 1) direct to consumer; 2) travel agents; and, 3) domestic and international tour operators.
- Serve as the Resort Association's primary liaison to the cooperative tourism marketing programs available at the state level, including partnership with the California Travel and Tourism Commission (CTTC), dba, Visit California.
- Serve as the Resort Association's primary liaison to General Sales Agents (GSAs) in international markets identified as priorities for development.
- Host at least two travel trade FAMs per year, one with a summer focus and one with a winter focus.
- In conjunction with the Resort Association's Public Relations team and with GSAs, host multiple media FAM trips.
- Brand and position North Lake Tahoe as a top Nordic destination through cooperative efforts with Nordic resorts, suppliers and partners.

Performance Indicators:

- Conduct at least 20 annual Leisure Sales site inspections and sales missions promoting North Lake Tahoe.
- Increase North Lake Tahoe product placement in wholesale and tour operator sales channels by 5% over FY 2014 -15.
- Increase newsletter database of travel agents located outside the four hour drive market by 50% over FY 2014 - 15.
- Increase in TOT collections by 2% by FY 2015-14.
- Increase the number of Nordic passes sold by 20% as compared to FY 2013 - 14.

### **4) Special Events**

This program is intended to support the development, implementation and promotion of special events held in the Placer County portion of North Lake Tahoe and to attract new events to the destination. The program shall focus on attracting events that take place within an identified Resort Association strike zone and with a nexus to Resort

Association initiative areas, including developing North Lake Tahoe's reputation as a premier destination for Human Powered Sports.

Tasks:

- In collaboration with Placer County and with input from the regional permitting authorities, update the *Special Events Resource Guide*. The guide shall include an overview of local special event regulations, permitting processes and a description of the special events services and support available through the Resort Association.
- Develop or recruit one special event with national and/or international television coverage, preferably in an identified initiative area and/or during a strike zone period.
- Prior to submitting a bid to host and/or sponsor any special event that would utilize public right of way or otherwise impact the provision of public services, coordinate with all potentially impacted public agencies to determine if adequate resources exist to support the event.
- Execute and manage contracts for all Resort Association-sponsored special events, ensuring all promotional considerations due to the Resort Association and/or Placer County are received.
- For all Resort Association-sponsored special events, assist event producer in the completion of final event report which shall include specific tracking measurements necessary to determine return on investment of the event.
- Publish and maintain on GoTahoeNorth.com a calendar of special events to be held in North Lake Tahoe.

Performance Indicators:

- One or more new events with national and international television coverage held during a strike zone in FY 2015-16.
- All promotional considerations due to Resort Association and/or Placer County documented as having been received.
- Return on Investment reports for each sponsored event completed within 45 days after the event.
- Updates to *Special Events Resource Guide* completed by January 30, 2016.

**VISITOR INFORMATION SERVICES**

The purpose of the Resort Association's Visitor Information Services department is to provide high quality, comprehensive and convenient information services to welcome visitors to North Lake Tahoe and provide them with helpful information. This information, and the way in which it is presented, will serve to enhance the North Lake Tahoe experience and encourage longer stays and/or return visitation.

Tasks:

- Develop, publish and distribute the bi-annual North Lake Tahoe Official Visitor Guide. Summer guide distribution shall be 70,000 copies; winter guide distribution shall be 30,000 copies.

- Develop, publish and distribute a minimum of 20,000 North Lake Tahoe Neighborhood Maps.
- Develop, publish and distribute a minimum of 10,000 North Lake Tahoe Cross Country Ski Maps.
- Operation of the year-round Tahoe City Visitors Center, which shall provide guests with information concerning North Lake Tahoe businesses, attractions, events and activities.
- Operation of the summer-season (July 4<sup>th</sup> weekend through Labor Day weekend) Visitor Center at Kings Beach State Recreation Area, which shall provide visitors with information concerning North Lake Tahoe businesses, attractions, events and activities.
- Maintain an information kiosk in the Reno Sparks Convention and Visitor Authority Visitor Center in Downtown Reno.
- Ensure information racks at the Reno-Tahoe International Airport are stocked at all times with materials promoting North Lake Tahoe.
- The Director of Visitor Services shall meet bi-annually with the majority of the lodging properties located in the Placer County portion of North Lake Tahoe to advise them of the services and benefits provided by the Resort Association.
- Regularly distribute information concerning events and business opportunities to lodging operators and other local businesses.
- Conduct bi-annual customer service training with staff at 25% of local businesses, with a target of providing training to 250 employees. The training shall be designed to provide local business employees with knowledge of the destination to enhance the visitor experience and encourage repeat visitation.
- Complete an assessment of opportunities for additional exposure and resource availability through gateways such as the Sacramento airport and California Welcome Centers; by February 28, 2016, provide a written synopsis of the assessment and recommendations for actions to be implemented in FY 2016-17.

Performance Indicators:

- Increase the number of visitors served in visitor information centers by 2% over FY 2014-15.
- Increase the number of visitors accessing GoTahoeNorth.com while in market by 2% over FY 2014-15.
- Completion of customer service training as specified above.
- Completion of gateway opportunity assessment/recommendations synopsis by February 28, 2016.

**CAPITAL IMPROVEMENTS AND TRANSPORTATION**

The mission of the Capital Improvements and Transportation department is to “*Improve Visitor and Community Infrastructure Facilities & Transportation Services for the Benefit of North Lake Tahoe’s Tourism-based Economy*”. The Resort Association shall serve in an advisory capacity to Placer County in identifying the Capital Improvements, Transit and Transportation services that are necessary to enhance the tourism-based economy in North Lake Tahoe.

#### Capital Improvements Tasks:

- Based upon quantitative and qualitative research and analysis, develop a long-range (2015 – 2022) plan for the funding of necessary capital improvements that benefit North Lake Tahoe's tourism-based economy. This plan shall be approved by the Resort Association Board of Directors and submitted to the County Executive Office no later than June 30, 2016. As specified in Attachment A-1, funding for this task is included within the \$10,500 total Research and Planning funds allocated for Data Collection and Analysis for Capital Projects for FY 2015-16.
- Complete an in-depth, comprehensive situational assessment and funding plan for bike trails in the North Lake Tahoe region. The plan shall include, at a minimum, the following components: an assessment of the condition of existing trails; an analysis of the need for additional trails; a recommendation of amenities that should be added to existing trails and/or included when additional trails are constructed; and cost of routine maintenance and capital replacement of existing trails; cost of construction, routine maintenance and capital replacement of any recommended additional trails. As specified in Attachment A-1, funding for this task is included within the \$17,000 total Research and Planning funds allocated for FY 2015-16 Advance Project Studies.
- Carry out the annual Capital Improvements Call for Projects process, including: preparation and publication of the application materials; receive, review and forward eligible applications to the Resort Association Capital Investment/Transportation Committee for their evaluation and recommendations for funding; forward the funding recommendations of the Capital Investment/Transportation Committee to the Resort Association Board of Directors for their approval; forward the funding recommendations of the Board of Directors to the County Executive Office for submittal to the County Board of Supervisors for consideration; execute and manage a contract for each approved project.
- Regularly monitor and report on the status of projects and programs approved for Capital Improvement and/or Capital Maintenance funding. As specified in Attachment A-1, funding for this task is included within the \$10,500 total Research and Planning funds allocated for Data Collection and Analysis for Capital Projects for FY 2015-16.
- Participate in community planning studies for capital improvement projects and programs that would benefit the tourism-based economy in North Lake Tahoe. As specified in Attachment A-1, Research and Planning funds in the amount of \$4,500 have been allocated for this task in FY 2015-16.

#### Capital Improvements Performance Indicators:

- For all approved Capital Improvement and Maintenance projects, execution of a project contract and implementation of the project in accordance with the timeline and scope of work established in each project's respective funding application and contract.

- By June 30, 2016, the number of new wayfinding signs installed since 2011 totals 50.
- Resort Association Board approval of Multi-Use Bike Trail Assessment Plan on or before March 2, 2016.
- Resort Association Board approval of capital improvements long-range funding plan by June 30, 2016.

Transportation Tasks:

- Conduct the fourth North Tahoe Transportation Summit for the purpose of updating the community on the current status of the Transit Vision and developing both short and long-term strategies to implement the Transit Vision. As specified in Attachment A-1, Research and Planning funds in the amount of \$3,000 have been allocated for this task in FY 2015-16.
- Collaborate with Placer County Department of Public Works, Placer County Transportation Planning Agency, Tahoe Transportation District, Truckee North Tahoe Transportation Management Agency and the Town of Truckee in identifying opportunities for expansion of North Lake Tahoe transit programs and services. As specified in Attachment A-1, Research and Planning funds in the amount of \$7,000 have been allocated for this task in FY 2015-16.
- Based upon quantitative and qualitative research and analysis, provide a recommendation to Placer County on the transit and transportation services that are necessary for the benefit of the tourism-based economy in North Lake Tahoe for FY 2016-17 and beyond. The recommendation shall include the objectives for each service/program, a recommendation as to the schedule and routes for the various services and a recommendation on allocation of available TOT funding to each service. As specified in Attachment A-1, Research and Planning funds in the amount of \$9,000.00 have been allocated for this task in FY 2015-16.
- Execute and manage a contract with California Highway Patrol for peak season summer traffic management services in Tahoe City and Kings Beach.
- Collaborate with Placer County Department of Public Works in developing schedule and scope of work for FY 2015-16 winter traffic management services in Tahoe City.
- Conduct on-site monitoring of FY 2015-16 winter traffic management services in Tahoe City.
- Execute and manage a contract with Truckee North Tahoe Transportation Management Agency to provide management services for the operation of the 2015 Summer Night Rider shuttle service.
- Collaborate with the Truckee North Tahoe Transportation Management Agency and the Tahoe Transportation District to complete an updated business plan for the scheduled airport shuttle service program by October 30, 2015. Such plan shall be approved by the Resort Association Capital Investment/Transportation Committee and Board of Directors.
- By November 30, 2015, release a Request for Proposals (RFP) for operations of the scheduled airport shuttle service program. Such RFP shall be based

upon the approved business plan for the scheduled airport shuttle service program.

- By March 1, 2016, award a contract for the scheduled airport shuttle service to the program provider selected as a result of the RFP process.
- Conduct and report on the results of regular monitoring of all transit/transportation services contracted by the Resort Association (either directly or through a funding partnership).

Transportation Performance Indicators:

- Increase passengers per vehicle service hour by 2% as compared to FY 14-15 for each Transit and Transportation service/program.

**ATTACHMENT A-1  
FY 2015-16 LAKE TAHOE TOURISM RESEARCH AND PLANNING PROJECTS BUDGET**

	<b>MARKETING</b>	<b>TRANSIT AND TRANSPORTATION</b>	<b>CAPITAL IMPROVEMENTS</b>	<b>TOTAL</b>
<b>Master Plan Revision/Work Plan</b>	\$10,000.00	\$8,000.00	\$13,000.00	\$31,000
Technical Editing				
Graphic Display				
Reproduction				
Community Outreach				
<b>Legislative Advocacy</b>		\$5,000.00	\$5,000.00	\$10,000
California - Houston Group				
<b>Advance Project Studies - Transit Vision</b>		\$7,000.00		\$7,000
Education/Outreach				
Community Funding Survey				
Technical Data				
<b>Advance Project Studies - Infrastructure</b>			\$17,000.00	\$17,000
Kings Beach Wayfinding				
Tahoe City Wayfinding				
Bike Trail Assessment Plan				
Human Powered Sports Facilities				
Transit Vision Infrastructure Data				
<b>North Tahoe Transportation Summit #4</b>		\$3,000.00		\$3,000
<b>Data Collection and Analysis for Transit/Transportation Programs and Services</b>		\$9,000.00		\$9,000
Skier Shuttle				
Airport Shuttle Service (North Lake Tahoe Express)				
<b>Data Collection and Analysis for Capital Improvement Projects</b>			\$10,500.00	\$10,500
<b>Participation in Community Planning Studies</b>			\$4,500.00	\$4,500
Kings Beach Promenade and Pier				
Mountain Biking Trails				
Water Trails				
Tahoe City Ped/Auto Improvement				
<b>Total:</b>	<b>\$10,000.00</b>	<b>\$32,000.00</b>	<b>\$50,000.00</b>	<b>\$92,000</b>

\*Transit Vision Education Outreach and Community Funding Survey efforts to be conducted in accordance with the Placer County Transportation Planning Agency's Countywide efforts.

**ATTACHMENT A-2**  
**FY 2015-16 LAKE TAHOE TOURISM TRANSIT AND TRANSPORTATION PROGRAMS AND SERVICES**

Program #	Traffic Management	NLTRA Contract	County Tourism Services	Total
T-17	Winter Traffic Management*	\$ 20,000	\$ -	\$ 20,000
T-18	Summer Traffic Management**	\$ 22,000	\$ -	\$ 22,000
<b>Sub-Total Traffic Management Programs</b>		<b>\$ 42,000</b>	<b>\$ -</b>	<b>\$ 42,000</b>
<b>Transportation/Transit Programs</b>				
T-3	Enhanced Winter Skier/ Employee Shuttle Truckee/Sugar Bowl*	\$ 29,000	\$ -	\$ 29,000
T-4	Winter Regional Coordinated Ski Shuttle and Voucher Program*	\$ 8,800	\$ 21,200	\$ 30,000
T-5	Winter Hourly Nighttime Transit Service*	\$ 275,730	\$ -	\$ 275,730
T-9	Enhanced Summer Daytime Transit Service, Squaw Valley, Kings Beach, Tahoe City*	\$ -	\$ 171,900	\$ 171,900
T-11	Summer Hourly Nighttime Transit Service -Squaw, Hyatt, Tahoma**	\$ 151,000	\$ -	\$ 151,000
T-15	Reno/North Lake Tahoe Year Round Airport Shuttle-NLTE**	\$ 110,000	\$ -	\$ 110,000
T-16	TART Baseline Transit Services	\$ -	\$ 530,100	\$ 530,100
<b>Sub-Total Transit Programs</b>		<b>\$ 574,530</b>	<b>\$ 723,200</b>	<b>\$ 1,125,830</b>
<b>Transportation &amp; Transit/Traffic Management Total</b>		<b>\$ 616,530</b>	<b>\$ 723,200</b>	<b>\$ 1,339,730</b>

\*Service/Program to be provided by Placer County, either directly or through contract vendor(s).

\*\*Service/Program to be provided by Resort Association through contract vendor(s) until expiration/termination of current vendor contracts, at which time service is to be provided by Placer County, either directly or through contract vendor(s).

**ATTACHMENT A-3  
FY 2015-16 LAKE TAHOE TOURISM MARKETING BUDGET**

<b>NLTRA Budget</b>	<b>Marketing</b>	<b>Conference</b>	<b>Visitor Info</b>	<b>TOTALS</b>
Placer County TOT Revenue	\$ 2,207,986	\$ 333,600	\$ 289,923	\$ 2,831,509
<b>PROGRAM EXPENSES</b>				
Training/Seminars	10,000		1,400	11,400
Marketing Cooperative/Media	860,000	110,000		970,000
Collateral Programs			3,826	3,826
Community Marketing Programs	80,000			80,000
Conference NTPUD/Event Center		8,000		8,000
Special Events				-
Ironman Sponsorship	400,000			
USA Cycling Sponsorship	85,000			
WinterWonderGrass Sponsorship	15,000			
Autumn Food & Wine Sponsorship	20,000			
World Cup Sponsorship	20,000			
Human Powered Sports Initiative	15,000			
Event Recruitment/Trade Shows	10,000			
<b>SUBTOTAL- Special Events</b>	<b>565,000</b>			<b>565,000</b>
Trade Shows	10,000			
<b>SUBTOTAL- Trade Shows</b>	<b>10,000</b>			<b>10,000</b>
Other Programs			1,800	
Cross Country	3,000			
High Notes	20,000			
Performance Review	6,000			
BACC Product Campaigns	70,000			
<b>SUBTOTAL- Other Programs</b>	<b>99,000</b>			<b>99,000</b>
<b>TOTAL</b>	<b>\$ 1,624,000</b>	<b>\$ 118,000</b>	<b>\$ 7,026</b>	<b>\$ 1,747,226</b>

<b>North Lake Tahoe Marketing Cooperative Budget</b>	
Revenue Sources	
NLTRA	970,000
IVCBVB	610,000
<b>TOTAL</b>	<b>\$ 1,580,000</b>
<b>COOPERATIVE DIRECT EXPENSES</b>	
Public Relations/Social Media	148,000
Leisure Sales	110,000
Conference Sales	200,000
Website Content Management	40,000
Consumer Marketing	811,696
<b>COOPERATIVE PROGRAM EXPENSE</b>	
Sierra Ski Marketing Council	80,000
Regional Air Service Committee	100,000
DestiMetrics	26,900
VisitingLakeTahoe.com	36,000
Photography	20,000
Fulfillment	10,000
Website Upgrades	10,000
<b>TOTAL</b>	<b>\$ 1,592,596</b>

*NOTE: Actual expenditures may be different based on market conditions, opportunity analysis, or following Committee and Board action*

**ATTACHMENT B**  
**FY 2014-15 and FY 2015-16 PAYMENT SCHEDULE – Amendment #2**

<b>FY 2014-15</b>			
<u>PAYMENT NUMBER</u>	<u>PAYMENT DUE DATE</u>	<u>PAYMENT TO RESORT ASSOCIATION</u>	<u>PAYMENT TO COUNTY</u>
1.	Sept. 1, 2014	302,552	126,742
2.	Oct. 1, 2014	302,552	126,742
3.	Nov. 1, 2014	364,052	247,912.85
4.	Dec. 1, 2014	302,552	126,742
5.	Jan. 1, 2015	302,552	126,742
6.	Feb. 1, 2015	302,552	126,742
7.	March 1, 2015	302,552	126,742
8.	April 1, 2015	302,552	126,742
9.	May 1, 2015	302,552	126,742
10.	June 1, 2015	302,552	126,742
11.	July 1, 2015	302,552	126,742
12.	Aug. 1, 2015	302,548	126,741
<b>Totals (1) (2)</b>		<b>\$3,692,120</b>	<b>\$1,642,073.85(3)(4)</b>

<b>FY 2015-16</b>			
<u>PAYMENT NUMBER</u>	<u>PAYMENT DUE DATE</u>	<u>PAYMENT TO RESORT ASSOCIATION</u>	<u>PAYMENT TO COUNTY</u>
1.	Sept. 1, 2015	\$814,010	\$735,960
2.	Oct. 1, 2015	\$271,350	\$245,320
3.	Nov. 2, 2015	\$271,350	\$245,320
4.	Dec. 1, 2015	\$271,350	\$245,320
5.	Jan. 1, 2016	\$271,350	\$245,320
6.	Feb. 1, 2016	\$271,350	\$245,320
7.	March 1, 2016	\$271,350	\$245,320
8.	April 1, 2016	\$271,350	\$245,320
9.	May 2, 2016	\$271,350	\$245,320
10.	June 1, 2016	\$271,350	\$245,320
<b>Totals (1) (2)</b>		<b>\$3,256,160</b>	<b>\$2,943,840(3)(4)</b>

- (1) FY 2014-15 Lake Tahoe Tourism Budget includes a total of \$5,334,193.85 for the RESORT ASSOCIATION contract. FY 2015-16 Lake Tahoe Tourism Budget includes a total of \$6,200,000 for the RESORT ASSOCIATION contract.
- (2) Payment schedule is predicated upon receipt of Transient Occupancy Tax funds at the budgeted level.
- (3) Apportionment to Capital Improvements/Transportation Account held in the County Treasury.
- (4) Services provided by or under contract with COUNTY and funded through RESORT ASSOCIATION contract will be allocated to and paid from the County Treasury through a journal transfer process.

**ATTACHMENT C  
FY 2015-16 RESORT ASSOCIATION TOT BUDGET**

MARKETING	BUDGET	TRANSPORTATION	BUDGET	CAPITAL IMPROVEMENTS	BUDGET	TOTAL
<b>RESORT ASSOCIATION CONTRACT:</b>		<b>RESORT ASSOCIATION CONTRACT:</b>		<b>RESORT ASSOCIATION CONTRACT:</b>		
Personnel/Overhead Cap - Direct Costs	796,581	Personnel/Overhead Cap - Direct Costs	99,743	Personnel/Overhead Cap - Direct Costs	99,743	<b>996,067</b>
G+A Cap - Indirect Costs	537,599	G+A Cap - Indirect Costs	64,055	G+A Cap - Indirect Costs	74,110	<b>675,764</b>
Research and Planning (Detail in Attachment A-1)	10,000	Research and Planning (Detail in Attachment A-1)	32,000	Research & Planning (Detail in Attachment A-1)	50,000	<b>92,000</b>
Direct Marketing/Programs (Detail in Attachment A-3)	1,407,329	Memberships	5,000	Maintenance Reserve: Tourism Serving Facilities	0	<b>1,412,329</b>
Community Marketing Fund	30,000	Traffic Management	42,000			<b>72,000</b>
Special Events Marketing Fund	50,000	Transit Programs (Detail in Attachment A-2)	574,530	Capital Improvements - Requires BOS Approval	2,327,310	<b>2,951,840</b>
<b>SUBTOTAL - RESORT ASSOC CONTRACT</b>	<b>\$ 2,831,509</b> 46%	<b>SUBTOTAL - RESORT ASSOC CONTRACT</b>	<b>\$ 817,328</b> 13%	<b>SUBTOTAL - RESORT ASSOC CONTRACT</b>	<b>\$ 2,551,163</b> 41%	<b>\$ 6,200,000</b>

## ATTACHMENT D

Rev. 7.13.2015



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## 2015-2016 Special Event Grant Funding Program

### **Purpose:**

The North Lake Tahoe Chamber/CVB/Resort Association has an established Special Event Grant Funding Program. The purpose of this program is to provide seed money for marketing and promotional support for special events targeted at visitors to the region that assist in establishing local and regional business revenue; provide local and regional public relations and media exposure and generates overnight visitation.

### **Criteria for Eligibility**

Special Event grant applications are available to community organizations or businesses, located in Eastern Placer County, with an event or program that meets the following criteria:

- Drives overnight visitation
- Targeted at visitors to the region and generates local business revenue
- Revenue and other benefits generated must accrue principally to areas within **Eastern Placer County** since the funding for this grant program comes from Placer County Transient Occupancy Tax (TOT).
- Generates opportunities for public relations, local and regional media exposure
- If an event which has been previously funded, or has been declined funding, has a full date change and refocus of the event it will be considered a new event and can apply for grant funding

Special event 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 Expenses**

- Geographic area advertising: TV, radio, print, Internet
- Production and printing of promotional materials: Brochures, flyers, posters
- Production and printing of directional/informational signage
- Marketing and promotion in support of events which benefit more than one geographic area of the region, or the region as a whole

### **Grant Ineligible Expenses - Not a complete list**

- Capital Investments
- Salaries
- Operational overhead: Rent, utilities, telephone
- Vehicle expense: Fuel, payments, maintenance, etc.
- Food, beverage, entertainment, transportation
- Supplies, equipment, security, clean up, facility rental



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### Special Event Grant Funding Criteria for Eligibility

**Event must score a minimum of TEN points to move forward in the application process**

1. Does your event take place in **Eastern** Placer County? Yes =2 No = 0 # \_\_\_\_\_

2. Does the event have potential to generate overnight lodging tax in Placer County?  
Yes = 3 No = 0 # \_\_\_\_\_

3. Do you have a lodging partner Yes \_\_\_\_\_ No \_\_\_\_\_ (No points)

If so, please list the name(s) \_\_\_\_\_

4. What is your estimate of total attendance? \_\_\_\_\_

0-249 = 0 Points # \_\_\_\_\_

250-499 = 1 Point # \_\_\_\_\_

500-999 = 2 Points # \_\_\_\_\_

1,000+ = 3 Points # \_\_\_\_\_

5. Where/when does your event take place?

On the Lake - January 1- June 15<sup>th</sup> Yes = 3 # \_\_\_\_\_

On the Lake - August 15-Dec 15<sup>th</sup> Yes = 1 # \_\_\_\_\_

Off the Lake - April 15- December 15 Yes =3 # \_\_\_\_\_

6a. Does this event take place during NLTRA's most desirable target dates?

(This is commonly referred to as "Strike Zones.")

January 4-13 Yes = 2 # \_\_\_\_\_

April 15-June 15 Yes = 2 # \_\_\_\_\_

October 1-December 15 Yes = 2 # \_\_\_\_\_



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6b. What day(s) of the week does the event take place? \_\_\_\_\_

Is your event a multi-day event or series? Yes=2 No=0 # \_\_\_\_\_

7. Is your event a first year event?

Year 1 Yes = 2 # \_\_\_\_\_

Year 2-3 Yes = 1 # \_\_\_\_\_

Year 4+ Yes = 0 # \_\_\_\_\_

8. Does your event have the ability to generate broader statewide, national or international media coverage?

Yes =3 No = 0 # \_\_\_\_\_

9. Does your event showcase one or more of the following?

A. Paddle sports, biking, hiking, Nordic skiing, disc golf or golf

Yes=2 # \_\_\_\_\_

B. Music, Art, Cultural Events

Yes=2 # \_\_\_\_\_

10. Will this event take place without funding from this program?

\_\_\_\_\_ Yes \_\_\_\_\_ No

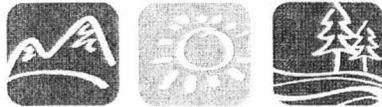
TOTAL AVAILABLE POINTS 22

TOTAL POINTS THIS APPLICATION # \_\_\_\_\_

11. Does your event compete or coincide with an existing event? If so, please list the competing event date, title and location.

12. What percentage of your overall budget is your grant request? Total % \_\_\_\_\_

Completed by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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### Grant Funding Application 2015-2016 Updated July 13, 2015

#### Grant Program Process and Deadlines:

Grant deadlines apply within the fiscal year (July 1, 2015 - June 30, 2016)

- **Process**

- Complete application by deadline. **Please contact the NLTRA to confirm that they have received the application.**
- All applications are reviewed by NLTRA 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 Staff as to your application status after the NLTRA Board has made recommendations on funding.
- Once approved, the applicant sets a meeting with the NLTRA's Special Event 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 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/CVB/Resort Association within 60 days of the event.

#### Dates:

- **Application Deadline: Friday, September 18, 2015 Email preferred.**
- **Presentations to Task Force: September 30, 2015, times TBA**
- **Recommendations to Board of Directors: November 7, 2015**
- **Applicant Notification: November 8, 2015**

Please send application and invoices to:

Judy Laverty

Special Event Programs Manager

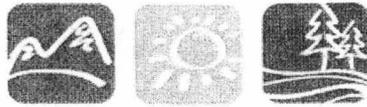
North Lake Tahoe Chamber/CVB/Resort Association

PO Box 5459

Tahoe City, CA 96145

Day Phone: 530-581-8702

[Judy@GoTahoeNorth.com](mailto:Judy@GoTahoeNorth.com) Fax: 530.581.8702



north lake tahoe

Chamber | CVB | Resort Association

Special Event Grant Application  
Fiscal Year 2015-2016

**Dollar amounts to be awarded:**

There is a total of \$55,000 funding available for fiscal 2015-2016

**Grant Program Recipient Obligations:**

Recipients of the Special Event Grants must comply with the following:

1. The North Lake Tahoe Chamber/CVB/Resort Association logo OR the N Logo (used for out of market materials) must be used on printed promotional materials, including brochures, flyers, ads, and on signage as appropriate. **Use of Association logos MUST BE APPROVED IN ADVANCE BY NLTRA STAFF TO ENSURE PROPER LOGO IS UTILIZED. Association logos will be supplied to producer by NLTRA staff.**
2. The North Lake Tahoe Chamber/CVB/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. Event producers must be prepared to provide the NLTRA with copies of all approved event permits and licenses, as may be required by local or state agencies, upon the request of the NLTRA.
4. Grantee agrees to a minimum of one meeting with the NLTRA Special Events Program Manager to review:
  - The event plan, marketing and promotional strategies.
  - Event Final Report to ensure all information requested at the initial meeting is 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 NLTRA prior to the release of grant funds to reimburse appropriate expenses. (See Section B for Final Event Report requirements).



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Rev. July 2014

**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 **Special Event Grant Funding Criteria**.

1. The event must be held in the North Lake Tahoe area, defined as Eastern Placer County.
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, regional and national exposure and public relations value are encouraged.

Date Submitted:		Award (Office use) _____	
1. Event Date:	Event Name:	Grant Amount Requested \$	
2. Have you applied for NLTRA funds for this event in the past? If so, when?			
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. What is your event planning/production experience ? Please be specific.			
10. Narrative description and purpose of the event? Use additional sheet if necessary.			

11. How is your special event consistent with your organization's mission or purpose?

12. How does your event enhance visitation to the area or improve the visitor experience?

12. Submit (attach) complete proposed event budget.

13. If not provided in event budget, please provide (attach) complete marketing and promotional plan.

**Please list budgeted spend for each category, below.**

Newspaper/Magazine \$

Internet/Website \$

Radio \$

TV \$

Rack Cards \$

Printed Collateral \$

Direct Mail \$

Print Advertising \$

Social/PR \$

14. Grant Amount Requested: \$ \_\_\_\_\_

15. Percentage of total event budget requested \_\_\_\_\_ %

16 Proposed or committed funding from other sources including sponsorship. Please be specific.

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/CVB/Resort Association. 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 staff.

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

Your Final Event Report should also include the following information:

EVENT NAME	SUBMITTED BY	
Did you include your event on <a href="http://www.GoTahoeNorth.com">www.GoTahoeNorth.com</a> 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.		
<b>RESULTS</b>		
Did your event generate overnight lodging tax?	Yes	No
If so, approximately how many room nights did your event generate in Eastern Placer County?		
How did you measure this information?		
How many unique visitors did your website produce?		
Other measurements (online surveys, Facebook, Pinterest, 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?		

**ATTACHMENT E**  
**PROGRESS AND PERFORMANCE REPORTING SCHEDULE**

<b>FREQUENCY</b>	<b>REPORT/ PRESENTATION</b>	<b>DESCRIPTION</b>	<b>DUE DATE</b>
Monthly	Key Impact Metrics Report	Reporting of key data for prior month	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Monthly	Account Transaction Detail Report	Reporting of prior month contract expenses	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Quarterly	Capital Improvement Projects Progress Report	Listing of all Capital Improvement projects in progress, Integrated Work Plan spreadsheet and updated five-year Capital Improvement cash flow projection schedule.	Q1 – Nov 15; Q2 – Feb 15; Q3 – May 15; Q4 – Aug 15
Quarterly	Transit/Transportation Programs and Services Report	Airport Shuttle Service and Summer Hourly Nighttime Service; Federal Regulation Compliance Monitoring Reports	Q1 – Nov 15; Q2 – Feb 15; Q3 – May 15; Q4 – Aug 15
Quarterly	Quarterly Financial Statements	Including contract Budget to Actual Schedule; Quarterly Marketing Cooperative expense report (direct and program)	Q1 – Nov 15; Q2 – Feb 15; Q3 – May 15; Q4 – Aug 15
Semi-Annual	Seasonal Marketing and Promotion Expenditure Report	To include Marketing Cooperative expenses (direct and program)	Spring/Summer – Nov 15; Fall/Winter – May 15
Semi-Annual	Presentation to Board of Supervisors on Seasonal Marketing Strategies	Presentation at BOS meeting.	Spring/Summer – April Fall/Winter - October
Annual	Year-End Organizational Performance Report	Marketing Performance Indicators; Conference Sales and Equity Analysis; Special Event Grant Program ROI Analysis	October 1
Annual	Presentation to Board of Supervisors on Strategic Goals of Organization	Presentation at BOS meeting.	October







**Lost Business**

Number of lost opportunities  
Lost room nights  
Lost attendance


**Arrived Business**

Number of bookings  
Number of booked room nights  
Number of booked attendees  
Booked attendees spending


**Personnel productivity metrics**

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


**Travel Trade/Sales**

**FY 2015-16**

**FY 2014-15**

**Total Travel Trade Spend**

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**Leisure Trade Shows**

Number of trade shows attended  
Number of Coop shows


**Number of Sales Missions (call center trainings)**

Domestic  
International


**Leisure Familiarization Tours (FAMs)**

**Number of Site Inspections**

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**Wholesale Product Placements**

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


## ATTACHMENT F

### **NLTRA Marketing Reserve Policy – Approved by Resort Association Board of Directors August 5, 2015.**

Both the County and NLTRA agree that a “marketing reserve” should be created, and has been in place since 2003. The objective is to secure a fund representing 10% of the annual marketing budget average, over the current and previous two years. Based on a FY 2013-16 budget average of \$2,582,833, the 10% reserve is \$258,283 (adjusted annually). If approved by the Marketing Committee and Board of Directors, a cash account of up to \$150,000 can be established.

The County has been clear that it does not intend to control the use of these funds, but will leave it to the discretion of NLTRA.

#### **Policy Guidelines**

1. The Marketing Reserve will be treated as an “internal reserve” (as per the definition in #9 below).
2. The NLTRA Tourism/Executive Directors may not expend these funds, except with the formal approval of the NLTRA Board, preferably with preview and approval of both Finance and Marketing Committees.
3. The criteria for the appropriate use of these funds is when:
  - a. NLTRA and its member businesses are experiencing a distinct shortfall in tourism business, due to unusual, economic, market or weather conditions, which would benefit from extra marketing efforts.
  - b. Beneficial marketing and/or sponsorship opportunities that are presented after budgeting for the fiscal year have been completed.
4. Any request for such funds from staff, should include the rationale, a targeted result, and be followed with an assessment of the actual results achieved.
5. NLTRA Accounting will need to track and report these funds, in such a way as to segregate them from normal operating funds.
6. Any Reserved funds that are accumulated, will automatically be rolled over into subsequent year’s budgets and will accumulate without limit, until an amount is achieved equal to 10% of the three year average annual marketing budget.
7. Any reserve funds over the 10% can be utilized for opportunities with approval of the NLTRA Board, Marketing and Finance Committee approval, without repayment, as long as funding level does not fall below 10% threshold listed above.
8. Any funds depleted as a result of the above actions will be replenished, as soon as practical. The manner of replenishment will be:
  - First from any external or internal marketing carry forward, from previous years, then:
  - As part of the normal budgeting process each year.
  - Any replenishment of the marketing reserve, would come from the same mechanism that the county and NLTRA are using to guarantee a consistent marketing operating budget going forward.
  - Replenishment of funds up to \$24,000 will be repaid the following fiscal year.
  - Replenishment of funds over \$24,000 will be repaid over a period of years.

#### **Recommended definitions for funds:**

- County Services: NLTRA funds earmarked by the county, for a specific designated purpose, and not available to either NLTRA Board or staff.
- Internal Reserve: NLTRA funds earmarked, either by the County or NLTRA, available for expenditure by the NLTRA board, but not staff.

- Contingency: NLTRA funds, within a specific departmental budget, not earmarked for any specific purpose, and available to be spent at the discretion of the supervising Director.