



MEMORANDUM

COUNTY EXECUTIVE OFFICE

DATE: December 8, 2015

TO: Honorable Board of Supervisors

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

SUBJECT: MOU with Truckee/North Tahoe Transportation Management Association

Action Requested

Approve a Memorandum of Understanding (MOU) between Placer County and Truckee/North Tahoe Transportation Management Association (TMA) regarding management, marketing outreach and education for transportation services in eastern Placer County for FY 2015-16 in the amount of \$82,750.

Background

The TMA is a California Nonprofit Mutual Benefit Corporation based in Truckee, CA and recently celebrated its 25th anniversary of providing services to the Truckee/North Lake Tahoe region. The purpose of the TMA is to focus on involving employers and community members in the furtherance of their common interest to improve the general traffic and transportation conditions in the Truckee/North Tahoe area and to address situations associated with traffic congestion and transportation systems, thereby making the area a more attractive and advantageous place to reside, recreate and conduct business. Placer County is a dues-paying member of the TMA and, in accordance with TMA's bylaws, holds a seat on its Board of Directors.

Staff recommends approval of the MOU between Placer County and the TMA regarding various management, marketing, outreach and education services for transportation services in eastern Placer County for FY 2015-16 to be provided by the TMA as specified in the Scope of Work included in the attached MOU. The TMA would provide these services in support of a number of transportation services operated and/or funded by Placer County, including TART, North Lake Tahoe Express airport shuttle service, the Winter Ski Shuttle and Voucher Program, and the Winter and Summer Night Rider. The TMA has been providing these services at a high level of quality for a number of years through a contract with the North Lake Tahoe Resort Association. The Second Amendment and Restated agreement between Placer

County and the North Lake Tahoe Resort Association approved by your Board on August 18, 2015 calls for Placer County to contract for and fund these services directly.

Fiscal Impact

Transient Occupancy Tax (TOT) collected in eastern Placer county is the funding source for the services to be provided by TMA under this MOU. These funds were budgeted as part of the final approved FY 2015-16 Lake Tahoe Tourism and Promotion budget and were specified for this purpose in the Second Amended and Restated Agreement between Placer County and the North Lake Tahoe Resort Association approved by your Board on August 18, 2015.

Attachment 1 - Memorandum of Understanding & Exhibit A - TMA Scope of Work

**MEMORANDUM OF UNDERSTANDING
REGARDING MARKETING, ADMINISTRATION, OUTREACH AND EDUCATION
FOR TRANSPORTATION SERVICES
IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into December 8, 2015, by and between the County of Placer, hereinafter referred to as "COUNTY", and the Truckee/North Tahoe Transportation Management Association, a California Non-Profit Corporation, hereinafter referred to as "TMA".

RECITALS:

WHEREAS, TMA provides marketing, administration, outreach and education regarding transportation services provided by COUNTY and provided in Eastern Placer County as part of the TMA annual work program, and

WHEREAS, Placer County is a member of the TMA Board of Directors and receives direct benefit from the services provided by TMA, and

WHEREAS, TMA is and has been funded by Placer County Transient Occupancy Tax funds for its services,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM.** This agreement shall be effective upon execution by both parties. This MOU shall be automatically renewed each July 1, unless either of the parties to the MOU serves in writing, the other party a notice of termination. TMA shall have up to 30 days from notice of termination to discontinue services provided under this MOU.
2. **SERVICE.** TMA shall perform the work described in Exhibit A – Scope of Work.
3. **NOTICE OF ANNUALIZED COST.** At least One Hundred and Twenty (120) days prior to the beginning of each COUNTY Fiscal Year, TMA shall provide COUNTY with a revised Exhibit A – Scope of Work, which will identify the tasks to be completed and the cost for each work program.
4. **FUNDING.** Funding for this MOU will be provided by COUNTY to TMA with Placer County Transient Occupancy Tax funds subject to final recommendation by the Board of the North Lake Tahoe Resort Association approval by the Placer County Board of Supervisors as part of the annual Placer County Budget approval process.
5. **INVOICING.** TMA shall provide an initial invoice on or about July 1 of each year requesting funds related to anticipated expenses for the first quarter of the fiscal year. The initial invoice shall not exceed one quarter of the TOT funds allocated to this agreement. Subsequent invoices shall be submitted to COUNTY quarterly on or around October 15, January 15, April 15 and July 15 for the preceding three month period. Invoices shall reference this MOU, the payment due date and the relevant period of service. The balance carried forward from the initial invoice shall be noted on subsequent invoices. Invoices shall be due and payable on a Net 30 basis.
6. **APPROVAL OF OPERATOR INVOICES.** TMA will review and recommend payment of invoices by COUNTY to the direct contracted operators of transportation services administered by

TMA in Exhibit A – Scope of Work. TMA will transmit this review and recommendation of payment to appropriate COUNTY staff. Any rejection or modification to invoiced amount shall be accompanied with an explanation and documentation from TMA.

7. **QUARTERLY REPORT.** TMA will provide a quarterly report to accompany each invoice for payment which documents the completion of tasks in Exhibit A – Scope of Work.
8. **RECORDS.** TMA shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TMA for three years following the completion of work performed.
9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** The CONSULTANT 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, except where caused by the sole negligence of PLACER COUNTY. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT 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 CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'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 CONSULTANT'S performance pursuant to this contract or agreement, in connection with or arising out of, the contract or agreement.

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

10. **INSURANCE.** CONSULTANT 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.

- 1) 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 CONSULTANT'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 CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2) GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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:

CONSULTANT 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 CONSULTANT 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 policies be different.

3) 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"

4) 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.

5) 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 CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT'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 - CONSULTANT 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 CONSULTANT'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 CONSULTANT 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. **DISPUTE RESOLUTION.** In the event a dispute, claim or controversy shall arise between the parties to this agreement, the parties will first attempt to negotiate in good faith to resolve the dispute between the parties. If the dispute is not resolved between the parties, the parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this contract be submitted to mediation.
12. **ENTIRETY OF AGREEMENT.** This agreement contains the entire agreement of TMA and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this agreement, shall be binding or valid
13. **ALTERATION.** No waiver, alteration, modification or termination of this agreement shall be valid unless made in writing and signed by all parties.

14. **GOVERNING LAW.** This agreement is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **NOTICE.** Written notice under this agreement shall be provided via U.S. Mail, electronic mail, or in person as follows:

PLACER COUNTY:

Jennifer Merchant
Placer County Executive Office
775 N Lake Blvd
PO Box 1909
Tahoe City, CA 96145

TMA:

Ms. Jaime Wright
Executive Director, TMA
10183 Truckee Airport Road
Truckee, CA 96161

(This Space Intentionally Left Blank)

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

**Truckee/North Tahoe Transportation
Management Association**

County of Placer

By: _____
Chair, TMA

By: _____
Kirk Uhler, Chair, Placer County Board of
Supervisors

Date: _____

Date: _____

By: _____
Executive Director, TMA

Approved as to Form:

Date: _____

By: _____
County Counsel

Date: _____

Exhibit A

Scope of Work: 2015-16 TMA Managed Transit Programs

TNT/TMA Managed Programs:	TOT Funding
1. North Lake Tahoe Express	\$60,000
2. North Lake Tahoe Ski Shuttle & Voucher Program	No Charge
3. Night Rider – Summer	\$8,000
4. Night Rider – Winter	\$10,000
5. Winter Transit Marketing	\$750
6. Summer Transit Marketing	\$4,000
7. Off-Season Marketing	No Charge
	TOTAL \$82,750

Program Descriptions/Tasks Outline:

1. North Lake Tahoe Express

Total TOT Funding: \$60,000

- The North Lake Tahoe Express Airport Shuttle started service November 15, 2006. Since that time, the shuttle has proven to be an important asset to the tourism and conference group market, as well as the local economy, playing a vital role when choosing our area as a destination. The NLTE offers three routes within North Lake Tahoe and Truckee with service running daily between 6:00am and 11:45pm. Funding for the North Lake Tahoe Express is provided by a variety of partners per County
- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Program Financial and Ridership Reporting
 - Program Financial Oversight
 - Operator Payments
 - Reservation System Maintenance and Upkeep
 - Group Sales
 - Wholesaler Contracts & Booking Oversight
 - Program Budget & Financial Responsibilities
 - Customer Relations
 - Service Standards Oversight
 - Follow-up on Program Reported Issues
 - Partner Meetings and Continual Updates
 - Business Plan/RFP Process
 - Contractor Meetings
 - Request Contract Compliance Documentation
 - Review and File Retention of Compliance documentation
 - Ad Designs
 - Negotiations with Advertisers
 - Selecting Advertising Venues
 - Co-Op Marketing Efforts
 - Distribution
 - Local Hotel Staff Training & Sales

- Website/Social Media
- Public Outreach & Information Sharing
- Events – Public Engagements

2. North Lake Tahoe Ski Shuttle & Voucher Program

Total TOT Funding: \$0 (TOT funding used solely for operations)

The North-Tahoe Truckee Coordinated Ski Shuttle operated the 2014-15 season similar to the 2013-14 season. With service on the weekends and holiday weeks only (servicing 46 days total) offering two express routes; one route servicing Incline to Squaw Valley/Alpine and the second route servicing Incline, Homewood and Squaw Valley/Alpine. The service on the express routes was FREE to the rider and a voucher program was also implemented offering Placer County lodging FREE use on any TART routes any day of the week. TART operated the service and the TMA did the marketing, public outreach, and administration of voucher program. Funding for the ski shuttle was provided by Squaw/Alpine, Homewood, and the NLTRA. Service for the 2015-16 season is proposed to operate similar to the 2014-15 season.

- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Program Financial and Ridership Reporting
 - Program Budget & Financial Responsibilities
 - Customer Relations
 - Service Standards Oversight
 - Follow-up on Program Reported Issues
 - Ad Designs
 - Negotiations with Advertisers
 - Selecting Advertising Venues
 - Co-Op Marketing Efforts
 - Distribution
 - Local Hotel Staff Training
 - Website Presence on laketahoetransit.com
 - Social Media
 - Public Outreach & Information Sharing
 - Events – Public Engagements
 - Distribution and Tracking of the FREE Voucher Program

Total TOT Funding: \$8,000

The Summer Night Rider operates three routes using four buses, two of which run the Squaw Valley/Crystal Bay route. Routes include, Squaw Valley/Crystal Bay, Tahoma/Tahoe City, and Northstar/Crystal Bay. All routes meet for connection at either Crystal Bay or the Tahoe City Transit Center. The Night Rider operates in conjunction with extended summer services, running 68 days with service.

- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Program Financial and Ridership Reporting
 - Program Budget & Financial Responsibilities
 - Customer Relations
 - Service Standards Oversight
 - Secret Shopper Services
 - Follow-up on Program Reported Issues
 - Request Contract Compliance Documentation
 - Review and File Retention of Compliance documentation
 - Ad Designs
 - Negotiations with Advertisers
 - Selecting Advertising Venues
 - Co-Op Marketing Efforts
 - Distribution
 - Local Hotel Staff Training
 - Website Presence on laketahoetransit.com
 - Social Media
 - Public Outreach & Information Sharing
 - Events – Public Engagements

Total TOT Funding: \$10,000

The Winter Night Rider operates three routes using four buses, two of which run the Squaw Valley/Crystal Bay route. Routes include, Squaw Valley/Crystal Bay, Tahoma/Tahoe City, and Northstar/Crystal Bay. All routes meet for connection at either Crystal Bay or the Tahoe City Transit Center. The Night Rider operates in conjunction with extended Winter services, running 116 days with service provided by an outside contractor. Funding for the Night Rider is provided by NLTRA using TOT funds.

- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Program Financial and Ridership Reporting
 - Program Budget & Financial Responsibilities
 - Customer Relations
 - Service Standards Oversight
 - Secret Shopper Services
 - Follow-up on Program Reported Issues
 - Request Contract Compliance Documentation
 - Review and File Retention of Compliance documentation
 - Ad Designs
 - Negotiations with Advertisers
 - Selecting Advertising Venues
 - Co-Op Marketing Efforts
 - Distribution
 - Local Hotel Staff Training
 - Website Presence on laketahoetransit.com
 - Social Media
 - Public Outreach & Information Sharing
 - Events – Public Engagements

5. Winter Transit Marketing

Total Placer County DPW Funding: \$750

- Winter Regional Transit is marketed in a co-op type basis, with each partner making contributions for a larger marketing effort encompassing the whole region and all services offered. Collection of information per service, per season is done by TMA. Marketing efforts nationally and locally are done prior to as well as throughout the season by TMA. Extended New Year's Eve Night Rider hours are managed and paid for with sponsorship funding. TART extended winter services are paid for by participating resorts on the Hwy 89 and Hwy 267 corridors. TMA does the collection of the allocated funds per resort and does a pass through of funds to TART.
- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Program Budget & Financial Responsibilities
 - Customer Relations
 - Ad Designs
 - Negotiations with Advertisers
 - Selecting Advertising Venues
 - Co-Op Marketing Efforts
 - Distribution
 - Local Hotel Staff Training
 - Website Presence on laketahoetransit.com
 - Social Media
 - Public Outreach & Information Sharing
 - Events – Public Engagements

6. Summer Transit Marketing

Total Placer County DPW Funding: \$4,000 (\$2,000 single season funding for Hwy. 267 Implementation)

- Summer Regional Transit is marketed in a co-op type basis, with each partner making contributions for a larger marketing effort encompassing the whole region and all services offered. Collection of information per service, per season is done by TMA. Marketing efforts nationally and locally are done prior to as well as throughout the season by TMA.
- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Program Budget & Financial Responsibilities
 - Customer Relations
 - Ad Designs
 - Negotiations with Advertisers
 - Selecting Advertising Venues
 - Co-Op Marketing Efforts
 - Distribution
 - Local Hotel Staff Training
 - Website Presence on laketahoetransit.com
 - Social Media
 - Public Outreach & Information Sharing
 - Events – Public Engagements
 - Hwy. 267 Marketing – Increased Efforts Summer 2015

7. Off-Season Transit Marketing

Total Placer County DPW & TOT Funding: \$0

- Off-Season Regional Transit is done at the end of each peak season.
- The Truckee North Tahoe Transportation Management Association provides the following services in coordination with management of the service:
 - Customer Relations
 - Distribution
 - Posting of Off-Season Schedules in Bus Shelters
 - Local Hotel Staff Training
 - Website Presence on laketahoetransit.com
 - Social Media
 - Public Outreach & Information Sharing
 - Events – Public Engagements

