MEMORANDUM
COUNTY EXECUTIVE OFFICE
ADMINISTRATION
County of Placer

TO: Honorable Board of Supervisors

FROM: David Boesch, County Executive Officer

By: Jennifer Merchant, Deputy County Executive Officer

DATE: June 21, 2016

SUBJECT: Contract Fourth Amendment and Restatement/ North Lake Tahoe Resort Association/ FY 2016 – 17 in a total amount of $5,641,534

ACTION REQUESTED

Approve a fourth amendment and restatement of a contract with the North Lake Tahoe Resort Association (Resort Association) to extend the contract for an additional one-year term to promote tourism and provide guidance on transportation and infrastructure project expenditures funded by the operations budget of the Lake Tahoe Tourism and Promotions Budget Unit for FY 2016-17. The contract is funded with TOT funds collected in the Eastern Placer County catchment area.

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 2015 Tourism Master Plan (2015 TMP) through marketing, transportation and infrastructure development efforts. The amended and restated contract amount will fund Resort Association administrative costs, direct marketing of the North Lake Tahoe region, program research, visitor information, and various infrastructure projects.

The Resort Association's marketing department will continue its focus on 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 2016 and will make a recommendation for project funding to be presented to your Board for consideration in early 2017. $1,865,549 of the Resort Association contract amount will be held in the County treasury for disbursement directly by the County for these projects. An update to the long-range plan for the funding of necessary capital improvements that benefit the tourism-based economy will be completed in 2016.

The Resort Association will also continue to provide recommendations to Placer County regarding the transit and transportation services necessary for the benefit of the tourism-based economy in North Lake Tahoe. All responsibility for direct transit operations, service contracts

and processing of payments for those transit and transportation services, however, will be undertaken by Placer County.

The proposed amendment includes the revised FY 2016-17 contract budget of $5,641,534. While this is a seven percent decrease from the FY 2015-16 contract budget, it does not reflect a reduction in services for North Lake Tahoe in Placer County but rather a transfer of all operational, management and administration for transportation services from the Resort Association to Placer County. These and other tourism services provided either directly by or under contract with Placer County are identified in the separate Placer County Lake Tahoe Tourism and Promotions departmental budget approved by your Board on June 7, 2016, and include expansion of peak winter and off-season nighttime TART service and a contract to fund a large share of North Lake Tahoe Express airport shuttle costs.

The term of the proposed contract amendment is for the one-year period of FY 2016 – 17. This is to accommodate likely changes to the contract and Scope of Work resulting from an organizational review process. A Task Force comprised of Resort Association board members, staff and community members is currently evaluating the Resort Association organizational structure, goals and role within the community. The Task Force will recommend changes to be considered by the Resort Association Board at a strategic planning retreat in June, 2016. Resulting changes to the Scope of Work and contract will be brought to your Board for consideration by October 25, 2016, concurrent with a planned contract adjustment to accommodate scope changes resulting from allocation of previous fiscal year fund balance.

Contract compliance continues to be monitored with emphasis on issues identified in the 2015 audit which examined Resort Association consistency with requirements of the contract between Placer County and the Resort Association. Compliance issues remain, however significant improvements have been documented through compliance monitoring. Monitoring may also inform proposed changes to the contract and Scope of Work for consideration by your board by October 25, 2016.

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 2016-17, contract funding in a total amount of $5,641,534 is recommended and included in the FY 2016-17 Proposed Budget in the Lake Tahoe Tourism budget. The contract funding for FY 2016-17 is based upon anticipated TOT revenues in the North Lake Tahoe TOT area. The FY 2016-17 contract budget allocates funding as follows: Marketing Account $3,289,205, Transportation Account $264,212 and Capital Improvements Account $2,088,117. The contract is funded with TOT funds collected in the Eastern Placer County catchment area.

FY 2015-16 contract fund balance will be determined following Final FY 2016-17 County budget approval, with any available fund balance being allocated to the FY 2016-17 contract. Any such

allocation would require a contract amendment and would come before your Board for action in the fall of 2016.

ATTACHMENTS

Fourth 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 2016-17
Attachment A-1: FY 2016 -17 Lake Tahoe Tourism Research and Planning Program Budget
Attachment A-2: FY 2016-17 Lake Tahoe Tourism Marketing Budget
Attachment B: FY 2016-17 Payment Schedule
Attachment C: FY 2016-17 Resort Association TOT Budget
Attachment D: FY 2016-17 Special Event Grant Funding Program
Attachment E: Progress and Performance Reporting Schedule
Attachment E-1: Marketing Department Performance Measurement Document

Contract Number 13452-A3
Administering Agency: CEO

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

THIS AMENDED AGREEMENT MADE AND ENTERED INTO THIS 21ST DAY OF JUNE, 2016 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 plans, *the North Lake Tahoe Tourism and Community Investment Master Plan*, approved by the Placer County Board of Supervisors on July 26, 2004; and the *2015 North Lake Tahoe Tourism Master Plan*, approved by the Placer County Board of Supervisors on October 20, 2015 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 2015 *North Lake Tahoe Tourism 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;

WHEREAS on July 22, 2014, the County approved a two-year contract with the North Lake Tahoe Resort Association to promote tourism and provide guidance on transportation and infrastructure project expenditures, and that contract provided that it could be extended for additional one year periods through written amendments.

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:

1. 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 2015 *North Lake Tahoe Tourism Master Plan* (2015 TMP); 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 48 hours prior to the time 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 48 hours prior to the time 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 Tourism Director 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 for 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.

J. The RESORT ASSOCIATION shall keep separate, complete and accurate financial records of all Transient Occupancy (TOT) funds allocated to the Resort Association and the expenditure thereof.

K. The RESORT ASSOCIATION shall 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.

3. TERM AND TIME OF COMPLETION

The term of this Agreement is from July 1, 2014 through June 30, 2017, and may be extended from year to year thereafter as provided in Section 12. Budget and Scope of Work amendments are anticipated to occur no later than October 25, 2016 consistent with adjustments made to work tasks as fund balance is allocated and the FY 2016-17 Tahoe TOT budget is agreed upon.

Additionally, a Task Force comprised of RESORT ASSOCIATION staff, board members and community stakeholders is currently evaluating the RESORT ASSOCIATION'S organizational structure and priorities. Task Force recommendations are expected to be reviewed by RESORT ASSOCIATION and COUNTY between June and August 2016. Any resulting Contract, Scope of Work, Budget and Payment Schedule amendments as may be finalized and approved by the RESORT ASSOCIATION'S Board of Directors, will accompany aforementioned planned fund balance allocation budget adjustments and will be brought forth for the Board of Supervisors consideration on October 25, 2016.

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. The

progress report will follow the format and outline provided in 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 2016-17 compensation is $3,775,985 as set forth in detail on Attachment B (2016-17 Payment Schedule). The FY 2016-17 COUNTY Lake Tahoe Tourism budget includes a total of $5,641,534 for the RESORT ASSOCIATON contract and is predicated upon receipt of TOT funds at the budgeted level. Of that amount, $1,865,549 shall be allocated to the Lake Tahoe Tourism Capital Improvements 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 $3,775,985 shall be the maximum total FY 2016-17 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, and C). Such payment shall be made in monthly progress payments, as set forth in 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 ASSOCIATON 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

Maximum FY 2016-17 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed $106,235 and General and Administration TOT expenses shall not exceed $76,333. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of FY-2015-16 audited financial statement, no later than November 17, 2016, be reimbursed by RESORT

ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

1) 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.

2) 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. Within 30 days following the end of each quarter, the COUNTY will provide infrastructure and/or capital maintenance contract balances to include journal transfers and disbursements.

3) 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 an 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.

4) 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 2015 TMP, and as specified in the RESORT ASSOCIATION annual budget. A list of Research and Planning fund activities planned for FY 2016-17 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 2015 TMP, 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

Maximum FY 2016-17 TOT expenses for Personnel/Overhead shall not exceed $848,478 and General and Administration TOT expenses shall not exceed $553,727. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of FY-2015-16 audited financial statement, no later than November 17, 2016, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

1) 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.

2) 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.

3) In order to meet the 2015 TMP goals 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.

4) As identified in the 2015 TMP, the RESORT ASSOCIATION and Placer County Executive Office will have developed and approved by October 5th a mutually agreed upon new 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 2015 TMP, 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 2015 TMP, 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.

5) 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.

6) 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.

7) 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.

8) 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 ASSOCATION Board of Directors, in accordance with its approved Operating Procedures and Policies document.

D. TRANSPORTATION ACCOUNT

1) Maximum FY 2016-17 TOT expenses for Personnel/Overhead shall not exceed $106,235 and General and Administration TOT expenses shall not exceed $65,997. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of FY-2015-16 audited financial statement, no later than November 17, 2016, 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 2015 TMP. A list of potential Research and Planning fund activities for FY 2016-17 is included in the Scope of Work, Attachment A-1.

RESORT ASSOCIATION shall annually recommend to COUNTY implementation of transit and transportation services and programs consistent with the Scope of Work (Attachment A). 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 and winter traffic management program, until the expiration or termination of any contracts for such services that are in effect as of the date of this Agreement.

3) 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 September1, 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 2016-17 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 2016-17 will begin on July 1, 2016 or upon execution of this Agreement. The FY 2016-17 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) 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 ASSOCIATON 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: _____
Robert Weygandt
Chair, Board of Supervisors

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

NORTH LAKE TAHOE RESORT ASSOCIATION, "RESORT ASSOCIATION"

By: _____
David Tirman, Chairman, Board of Directors
North Lake Tahoe Resort Association

Date: _____

List of Attachments:

A- RESORT ASSOCIATION Scope of Work
A-1- FY 2016-17 Research & Planning Projects
A-2- FY 2016-17 Tourism Marketing Program Budget
B- FY 2016-17 Payment Schedule Amendment #2
C- FY 2016-17 Lake Tahoe Transient Occupancy Tax Budget
D- 2016-17 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 2016-17

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 2015 North Lake Tahoe Tourism Master Plan; and,
3) Assist Placer County in identifying, prioritizing 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 2015 North Lake Tahoe Tourism Master Plan. Each work plan shall identify:

1. Objectives;
2. Strategies and tactics to accomplish those objectives;
3. Quantifiable performance indicators by which the effectiveness of the identified strategies and tactics will be evaluated;
4. 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 August, 2016. 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.

Tasks:

- Ensure compliance with all provisions and requirements of the Agreement between Placer County and the Resort Association.

Performance Indicators:

- Compliance with all requirements of the Placer County/Resort Association Agreement.

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 the following services, activities and functions:

1) Marketing, Sales and Visitor Information

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.

Tasks:

- In consultation with the Resort Association's Business Association Chamber Collaborative and Marketing Committee, develop and implement an annual integrated media, marketing and promotions plan which is targeted to audiences located either permanently or temporarily, within the North Lake Tahoe area and outside of the North Lake Tahoe area. This plan will meet the requirements of the required work plan for the Tourism and Visitor Information Services Departments.

Such plan shall focus on the following tasks:

1. Increasing visitor awareness of all of the amenities offered in the region;
2. Focus on driving visitation to the mountain resort communities during the summer and visitation to the lakeshore communities in the winter;
3. Increasing visitation to the destination during mid-week and strike zone time periods;
4. Increasing 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 2015-16.
- Increase number of travelers arriving by air by 3% as compared to FY 2015-16.
- Increase mid-week occupancy by 7% compared to FY 2015-16 average occupancy.
- Increase occupancy in the months of September & October 2016 and June 2017 by 3% as compared to FY 2015-16.
- Increase participation in specific in-market marketing initiatives by 15% as compared to FY 2015-16.

The Integrated Media, Marketing and Promotions Plan will also include the following tasks and performance indicators:

a) 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, regional and international publications and communications channels.
- Conduct domestic and international media familiarization trips.
- Provide assistance to journalists on assignment in North Lake Tahoe.
- Frequently update content for the media center on GoTahoeNorth.com.
- Integrate messaging between traditional media and online media.

Performance Indicators:

- Advertising equivalency of public relations efforts increased by 5% over FY 2015-16.
- Number of media contacts and press releases downloaded from GoTahoeNorth.com increased by 7% over FY 2015-16.
- References to GoTahoeNorth.com in editorial stories and features about North Lake Tahoe increased by 20% over FY 2015-16.

b) Social Media

Tasks:

- Utilize social media to increase public awareness of North Lake Tahoe.
- Increase followers and engage viral community.

Performance Indicators:

- Number of social media followers increased by 10% over FY 2015-16.
- Increase number of consumer sharing across Facebook, Instagram and Twitter platforms by 20% as compared to FY 2015-16.

c) 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.

Tasks:

- Regularly update GoTahoeNorth.com with content designed to engage travelers and inspire visitation to North Lake Tahoe.
- Include 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 2015-16.
- Average length of stay on the site increased by 10% over FY 2015-16.
- Reduce bounce rate of the site by 5% as compared to FY 2015-16.
- Number of lodging referrals increased by 5% over FY 2015-16.
- Organic search increased by 5% over FY 2015-16.
- Number of newsletter sign-ups increased by 5% over FY 2015-16.

d) Grant Process

Tasks:

- Administer the Community Marketing Program and Special Events Mini-Grant process.

Performance Indicators:

- Implementation of grant contracts and corresponding reports with detail on agreed upon ROI.

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:

- 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, incentives, conventions, seminars, meetings, training and similar gatherings.

Performance Indicators:

- Increase TOT and other revenues associated with group and meetings business by 5% over FY 2015-16.
- Increase total leads and total booked revenue by 5% over FY 2015-16.
- Increase number of group and conference requests for proposal submitted through GoTahoeNorth.com by 5% over FY 2015-16.

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) on-line travel agents (OTA's); 2) travel agent consortiums; and, 3) domestic and international tour operators.
- Serve as the primary liaison to the cooperative tourism marketing programs available at the state level, including partnership with, but not limited to Visit California, Travel Nevada and the High Sierra Visitor Council.
- Serve as the primary liaison to Visit California's General Sales Agents (GSAs) in international markets as 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.

Performance Indicators:

- Conduct at least 15 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 10% over FY 2015-16.
- Increase newsletter database of travel agents located outside the four hour drive market by 20% over FY 20–15-16.

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:

- 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.
- 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 2016-17.
- 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 60 days after the event.

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 50,000 copies; winter guide distribution shall be 20,000 copies.
- Update, publish and distribute a minimum of 20,000 North Lake Tahoe Neighborhood 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 4th 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 a 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.
- Develop and distribute a customer service training video for staff of local businesses, with a target of providing training to a minimum of 500 employees. The training video shall provide local business employees with knowledge of the destination to enhance the visitor experience and encourage repeat visitation.
- Implement Gateway Assessment recommendations. Included in visitor center program budget for 2016-17

Performance Indicators:

- Increase the number of visitors served in visitor information centers by 2% over FY 2015-16.
- Increase the number of visitors accessing GoTahoeNorth.com while in market by 2% over FY 2015-16.
- Completion and distribution of customer service training video as specified above.
- Visitor participation in local events

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 and Transportation services that are necessary to enhance the tourism-based economy in North Lake Tahoe.

Tasks:

- Prepare the annual update of the Long Range Capital Improvement Plan for the necessary capital improvements that benefit North Lake Tahoe's tourism-based economy.
- 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.
- Execute and manage a contract for each approved Capital Improvement project.
- Monitor and report quarterly (per Attachment E) on the status of projects and programs approved for Capital Improvement and/or Capital Maintenance funding.
- Work with DPWF to receive concurrence from Caltrans to move forward with wayfinding signage in State right-of-ways.
- Participate in community planning studies for capital improvement projects and programs that would benefit the tourism-based economy in North Lake Tahoe.
- Initiate snow removal pilot program on multi-use trail section.

Performance Indicators:

- 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.
- Installation of 15 new wayfinding signage in Caltrans right-of-way.

Tasks:

- Work with PCTPA to participate on ½ cent transportation sales tax ballot measure if approved by Board of Supervisors by providing and distributing educational ballot measure information.
- Plan, with partners, the North Tahoe Transportation Summit, for the purpose of updating the community on the current status of the Tahoe Truckee Transit Vision, Placer County's Tahoe Truckee Regional Transit Systems Plan Update, the Transportation Sales Tax ballot measure, as well as development of short and long-term strategies to implement the transit vision. Apply community polling results to further clarify Transit Vision priorities.
- Provide a recommendation to Placer County on transportation services necessary for the benefit of the tourism-based economy in North Lake Tahoe for FY 2016-17 and beyond.
- Execute and manage contracts for traffic management services in Tahoe City and Kings Beach.
- Conduct on-site monitoring of FY 2016-17 traffic management services.
- Development of funding sources for Transit Vision plan.

Performance Indicators:

- Signed contract and schedule for traffic management in winter and summer and report on monitoring 30 days following season.
- Increase passengers per vehicle service hour by 2% as compared to FY 15-16 for each Transportation service/program.

RESEARCH AND PLANNING:

Tasks:

- Contract for various Research and Planning activities to provide advance studies, concept or preliminary planning for projects or programs, technical fact-finding or analysis, data collection, public opinion surveys, community workshops, and/or partnership development that lead to the advancement of Capital Investment and Transportation projects, or efforts for further implementation of the adopted NLTRA Tourism Master Plan and 5-year Strategic Goals.

Performance Indicators:

- Quarterly report (Attachment E) on Research and Planning activities including contractor, service provided, results, planned action steps and funds contracted for and allocated to date.

PROGRAM MONITORING AND EVALUATION

Tasks:

- Complete evaluation of all performance indicators identified in Scope of Work. Work with County staff to recommend any changes.

- Conduct at least two member and partner workshops to review the results of in-market marketing, advertising and promotions efforts.

Performance Indicators:

- Report on evaluation of performance indicators including recommendations on proposed changes.
- Report including summary of workshop feedback and strategies to be incorporated into media, marketing and promotions plan 30 days following workshop.

ATTACHMENT A-1
FY 2016-17 LAKE TAHOE TOURISM RESEARCH AND PLANNING PROJECTS BUDGET

	MARKETING	TRANSPORTATION	CAPITAL IMPROVEMENTS	TOTAL
Master Plan /CIT Work Plan	$2,000.00	$3,500.00	$3,500.00	**$9,000**
Organization Structure Review				
Community Outreach/Reproduction				
Legislative Advocacy		$5,000.00	$5,000.00	**$10,000**
California - Houston Group				
Advance Project Studies - Transit Vision		$10,500.00		**$10,500**
Transportation Sales Tax Education/Outreach				
Transportation Sales Tax Expenditure Plan Update				
Transit Vision Update				
North Tahoe Transportation Summit				
Advance Project Studies - Capital Improvements			$8,500.00	**$8,500**
Kings Beach Wayfinding Needs				
Tahoe City Wayfinding Needs				
Dirt Track RecreationalTrails Needs Assessment				
Human Powered Sports Facilities				
Data Collection and Analysis for Visitor Economic Impacts	$8,000.00	$9,000.00	$8,000.00	**$25,000**
Economic Significance of Travel to the North Lake Tahoe Area				
Data Collection and Analysis for Transportation Programs and Services		$4,000.00		**$4,000**
Ped/Auto Improvement Analysis				
Transportation Services Recommendation FY 2017-18				
Data Collection and Analysis for Capital Improvement Projects			$11,500.00	**$11,500**
County-wide Parks and Trails Master Plan				
Participation in Community Planning Studies		$7,500.00	$3,000.00	**$10,500**
Kings Beach Pier Additional Alternative				
Research and Planning Incidental Funding Potential with Partners		$500.00	$500.00	**$1,000**
Outreach/Survey Expenses				
Presentation/Reproduction Materials				
Minor Data Collection Participation				
Total:	**$10,000.00**	**$40,000.00**	**$40,000.00**	**$90,000**

ATTACHMENT A-2
FY 2016-17 LAKE TAHOE TOURISM MARKETING BUDGET
DRAFT 4/26/2016

NLTRA Budget Income	Marketing	Conference	Visitor Info	TOTALS
Placer County TOT Revenue	$2,625,682	$ 363,600	$ 299,923	**$ 3,289,205**
Other revenue		$ 135,000	$ 75,000	**$ 210,000**
Total revenue	**$ 2,625,682**	**$ 498,600**	**$ 374,923**	**$ 3,499,205**
NON PROGRAM EXPENSES				
Personnel/Overhead Cap - Direct Costs				$ 848,478
G+A Cap - Indirect Costs				$ 553,727
SUBTOTAL				**$ 1,402,205**
PROGRAM EXPENSES				
Training Video Series	$ 15,000		$ 5,000	$ 20,000
Sales CRM / CMS	$ 21,000			$ 21,000
Community Marketing Programs	$ 80,000			$ 80,000
Marketing Cooperative/Media	$ 1,155,000	$ 110,000		$ 1,265,000
Collateral Programs			$ 5,000	$ 5,000
Conference NTPUD/Event Center		$ 8,000		$ 8,000
Research & Planning	$ 10,000			$ 10,000
SUBTOTAL	**$ 1,281,000**	**$ 118,000**	**$ 10,000**	**$ 1,409,000**
SPECIAL EVENTS - Breakdown attached				
SUBTOTAL	**$ 524,000**			**$ 524,000**
OTHER PROGRAMS				
Transportation Marketing	$ 48,000			
Cross Country/Nordic	$ 6,000			
High Notes	$ 20,000			
Bike Tahoe	$ 4,000			
Performance Review	$ 6,000			
BACC Product Campaigns	$ 80,000			
SUBTOTAL	**$ 164,000**			**$ 164,000**
TOTAL	**$ 1,969,000**	**$ 236,000**	**$ 20,000**	**$ 3,499,205**

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

North Lake Tahoe Marketing Cooperative Budget	
Revenue Sources	
NLTRA	$ 1,265,000
IVCBVB	$ 735,000
TOTAL	**$ 2,000,000**
COOPERATIVE DIRECT EXPENSES	
Public Relations/Social Media	$ 148,000
Leisure Sales	$ 177,500
Conference Sales	$ 217,000
Website Content Management	$ 47,000
Consumer Marketing	$ 1,022,600
COOPERATIVE PROGRAM EXPENSE	
Sierra Ski Marketing Council	$ 80,000
Regional Air Service Committee	$ 100,000
Research	$ 75,000
DestiMetrics	$ 29,900
CRM/CMS Upgrade	$ 10,000
VisitingLakeTahoe.com	$ 36,000
Photography/Video	$ 25,000
Fulfillment	$ 10,000
Website Maintenance	$ 10,000
Email Marketing	$ 12,000
TOTAL	**$ 2,000,000**

ATTACHMENT A-3
FY 2016-17 LAKE TAHOE TOURISM MARKETING BUDGET
DRAFT 4/26/2016

SPECIAL EVENTS BREAKDOWN

Spartan World Championship	$	210,000
Tough Mudder	$	50,000
WinterWonderGrass Sponsorship	$	15,000
Autumn Food & Wine + Sponsorship	$	30,000
Amgen Tour of California Sponsorship	$	27,000
Human Powered Sports Series	$	25,000
Sky Run Sponsorship	$	10,000
Tahoe Summit La Cross Sponsorship	$	5,000
July 4th Sponsorship	$	40,000
Event Development Opportunities*	$	112,000
Sub total	**$**	**524,000**

*Tentitive / Pending Special Events / tab 2

ATTACHMENT B
FY 2016-17 PAYMENT SCHEDULE

FY 2016-17 Payment Number	Payment Due Date	Payment to the Resort Association	Payment to the County
1	July 1, 2016	$314,665	$166,460
2	Aug. 1, 2016	$314,665	$166,460
3	Sept. 1, 2016	$314,665	$166,460
4	Oct. 1, 2016	$314,665	$166,460
5	Nov. 1, 2016	$314,665	$166,460
6	Dec. 1, 2016	$314,665	$166,460
7	Jan.1, 2017	$314,665	$166,459
8	Feb. 1, 2017	$314,665	$166,459
9	March, 1. 2017	$314,665	$166,459
10	April 1, 2017	$314,665	$166,459
11	May 1, 2016	$314,665	$166,459
12	June 1, 2016	$314,670	$166,459
Totals (1)(2)		**$3,775,985**	**$1,997,514 (3)(4)**

(1) FY 2016-17 Lake Tahoe Tourism Budget includes a total of $5,773,499 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.

(5) All payments to RESORT ASSOCIATION will be made via automatic electronic deposit.

NLTRA

FY 2016-2017 TAHOE TOT BUDGET- Final Proposed

ATTACHMENT C - May Preliminary Budget

MARKETING and VISITOR INFORMATION	PROPOSED 16/17 BUDGET	TRANSPORTATION SERVICES	PROPOSED 16-17 BUDGET	TAHOE CAPITAL IMPROVEMENTS	PROPOSED 16-17 BUDGET	TOTAL CONTRACT	PROPOSED 16-17 BUDGET
RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:	
Personnel/Overhead Cap - Direct Costs	848,478	Personnel/Overhead Cap - Direct Costs	106,235	Personnel/Overhead Cap- Direct Costs	106,235	Personnel/Overhead Cap - Direct Costs*	1,060,948
G+A Cap - Indirect Costs	553,727	G+A Cap - Indirect Costs	65,977	G+A Cap - Indirect Costs	76,333	G+A Cap - Indirect Costs	696,037
Research and Planning	10,000	Research and Planning	40,000	Research & Planning	40,000	Research and Planning	90,000
Direct Marketing/Programs	1,797,000					Direct Marketing/Programs	1,797,000
Community Marketing Fund	30,000					Community Marketing Fund	30,000
Special Events Marketing Fund	50,000					Special Events Marketing Fund	50,000
		Memberships	5,000			Memberships	5,000
		Traffic Management	47,000			Traffic Management	47,000
				Capital Improvements - Requires BOS Approval	1,865,549	Capital Improvements - Requires BOS Approval	1,865,549
TOTAL - RESORT ASSOC CONTRACT	3,289,205	TOTAL - RESORT ASSOC CONTRACT	264,212	TOTAL - RESORT ASSOC CONTRACT	2,088,117	TOTAL - RESORT ASSOC CONTRACT	5,641,534

NOTE: The total budget for Marketing and Visitor Information of $3,289,205 PLUS the amount budgeted for NLTRA generated TOT of $210,000 is what is used for expenditure proposal of $3,499,205 on Attachment A-3

ATTACHMENT D

Rev. 7.13.2015

north lake tahoe
Chamber | CVB | Resort Association

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

north lake tahoe
Chamber | CVB | Resort Association

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 15th Yes = 3 #_____

   On the Lake - August 15-Dec 15th 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 #_____

north lake tahoe
Chamber | CVB | Resort Association

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_____

north lake tahoe
Chamber | CVB | Resort Association

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 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).

SECTION A:

Special Event Application:

The following information must be provided to complete the application process. To ensure your application is qualifies 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 www.GoTahoeNorth.com calendar?	Yes	No	(Please circle)
Did you use NLT Chamber e-mail blast service?	Yes	No	
Did you use "Cool-Deals" to generate event/lodging packages?	Yes	No	
Please provide samples of all marketing materials.			
RESULTS			
Did your event generate overnight lodging tax?	Yes	No	
If so, approximately how many room nights did your event generate in 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

FREQUENCY	REPORT/ PRESENTATION	DESCRIPTION	DUE DATE
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.
Monthly	Monthly Financial Statements	Including contract Budget to Actual Schedule; expenditure reports, Marketing Cooperative expense report (direct and program)	48 hours prior to Finance Committee meeting time
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
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 the Board of Supervisors on Seasonal Marketing Strategies	Presentation at BOS meeting	Spring/Summer – April Fall/Winter – October
Annual	Progress report measuring Key Performance Indicators as identified in the Scope of Work, Attachment A.	The progress should follow the format and outline provided in Attachment A.	May
Annual	Presentation to Board of Supervisors on previous FY Scope of Work, successes, challenges and current FY Work Plan.	Presentation at BOS meeting.	July
Annual	Year-End Organizational Performance Report	All Performance Indicators in Scope of Work and Attachment E-; Conference Sales and Equity Analysis; Special Event Grant Program ROI Analysis; Capital Improvement Project Report	October 1

ATTACHMENT E-1

North Lake Tahoe Resort AssociationMarketing Department
Performance Measurement Document

Leisure Advertising

Advertising/Promotions/Media	Current Period FY 2016-17	Prior Period FY 2015-16
Leisure Coop Budget Amount		
Direct Paid Media Dollars		
Added Value Media		
Coop Programs Investment (NLT Coop)		
Gross Media Impressions		

Response/Inquires	FY 2016-17	FY 2015-16
Total paid clicks		
Average cost per click		
Average click thru rate		
Total Leads		
Number of brochure / planner requests		
Total email database		
Database email open rate		
Database email click thru rate		
Total direct mail database		
Ad recall/awareness		
Cost per aware visitor		
Total publication leads		
Database email open rate		
Database email click thru rate		

GTN Online Activity	FY 2016-17	FY 2015-16
Total Unique Visitors		
Cost per Visitor		
Percent of Direct/Bookmarked Visitors		
Time Spent on Consumer Website		
Number of Repeat Visitors		
Number of Cool Deals Posted		
Cool Deals Pageviews		
Number of Lodging Referrals		
Lodging Referrals % of Total		
Number of Events Posted		
Search Engine Referrals		
Organic Search Engine Results		
Avg. Amount of #1 Positions		
Avg. Amout of 1st Page Positions		
Avg. Amount of 2nd Page Positions		

GoTahoeNorth.com Geographic Breakdown

Top five cities and percent of total visitors	FY 2016-17	FY 2015-16
1		
2		
3		
4		
5		
Total California visits		
Visits by top CA cities (attached graph)		
Northern CA visitors		
Northern CA percent of total visitors		
Southern CA visitors		
Southern CA percent of total visitors		
Outside CA visitors		
Percent of total visitors		

Media/Public Relations	FY 2016-17	FY 2015-16
Total Public Relations Spend		
Media Trade Shows		
Number of trade shows attended		
Number of appointments		
Number of qualified media in attendance		
Media Missions		
Number of media missions		
Number of coop partners		
Number of media contacts		
Media Familiarization Tours (FAMs)		
Number of FAMs		
Number of qualified media participating		
Number of publications represented		
Press Releases		
Number of press releases issued		
Number of press releases downloaded from website		
Number of Media Inquiries		
Number of Media Interviews		
Placements		
Total number of placements		
Regional vs. Northern California		
Northern Nevada vs. National		
Percent of International		
Percent of Southern CA		
Number of Impressions		
Advertising Equivalency		
% of Positive Media Placement		
% of Media Coverage Reaching Target Audience		
% of Media Coverage Including Website Address		

Bookings

	FY 2016-17	FY 2015-16
Event Marketing		
Total Number of events supported		
Total Attendance by Event Supported		

Events Supported

Conference/Group Sales

	FY 2016-17	FY 2015-16
Conference Coop Budget Amount		
Direct Paid Media Dollars		
Added Value Media Dollars		
Coop Programs Investment (NLT Coop)		
Partner Leveraged Dollars		
Leads		
Number of leads		
Lead room nights		
Web page visits		
Booked Business		
Number of bookings		
Booked room nights		
Booked attendence		
Booked Room Revenue		
Lost Business		
Number of lost opportunities		
Lost room nights		
Lost attendence		
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		
Number of leads - sales person B		
Number of bookings - Sales person B		
Number of booked room nights - sales person B		

Travel Trade/Sales

	FY 2016-17	FY 2015-16
Total Travel Trade Spend		
Leisure Trade Shows		
Number of trade shows attended		
Number of Coop shows		
Number of Sales Missions (call center trainings)		
Domestic		
International		
Leisure Familiarization Tours (FAMs)		
Number of Site Inspections		
Wholesale Product Placements		
Domestic Brochure Placement		
International Brochure Placement		
Number of NLTRA listed properties with Domestic Suppliers		
Number of NLTRA listed properties with Internatinal Suppliers		