



**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: July 12, 2016
SUBJECT: Memorandum of Understanding with Truckee/North Tahoe Transportation Management Association for TART Marketing Services

ACTION REQUESTED

Approve a Memorandum of Understanding (MOU) between Placer County and Truckee/North Tahoe Transportation Management Association (TMA) regarding TART marketing services in Eastern Placer County for FY 2016-17 in the amount of \$102,000.

BACKGROUND

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

Staff recommends approval of the MOU between Placer County and the TMA regarding marketing, outreach and education services for transportation services in eastern Placer County for FY 2016-17 to be provided by the TMA as specified in the Scope of Work and included in the attached MOU. The TMA will provide these services in support of several transportation services operated and/or funded by Placer County, including TART, the Winter Ski Shuttle and Voucher Program and the Winter and Summer Night Rider shuttle.

The TART marketing program is a public-private partnership and includes participation from the Town of Truckee, Donner Summit Ski Shuttle Partners, Squaw Valley/Alpine and Homewood for a service cost of \$158,000. This agreement is for Placer County's share of \$102,000.

FISCAL IMPACT

Transient Occupancy Tax (TOT) collected in eastern Placer County and the Placer County Department of Public Works and Facilities are the funding sources for services to be provided by this MOU. These funds were budgeted for in the final approved FY 2016-17 Lake Tahoe

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Tourism and Promotion budget in the amount of \$99,250 and in the DPWF budget in the amount of \$2,750 for a total of \$102,000 and were specified for this purpose.

ATTACHMENTS

Attachment 1 – Memorandum of Understanding
Attachment 2 – Exhibit A: Scope of Work
Attachment 3 – Exhibit B: Budget

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

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into July 12, 2016, by and between the County of Placer, hereinafter referred to as "COUNTY", and the Truckee/North Tahoe Transportation Management Association, a California Non-Profit Corporation, hereinafter referred to as "TMA" or "Consultant".

RECITALS:

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

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

WHEREAS, A portion of the TMA services are and have been funded by Placer County Transient Occupancy Tax and other Placer County Funds for its services, as described within this agreement

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

1. **TERM.** This agreement shall be effective upon execution by both parties. The term of this Agreement is from July 12, 2016 through June 30, 2017, and may be extended from year to year thereafter upon as provided in section 8.
- 2.
3. **SERVICE.** TMA shall perform the work described in Exhibit A – Scope of Work.
4. **NOTICE OF ANNUALIZED COST.** At least Ninety (90) days prior to the beginning of each COUNTY Fiscal Year, TMA shall provide COUNTY with a revised Exhibit A – Scope of Work, which will identify the tasks to be completed and the cost for each work program.
5. **FUNDING.** Funding for this MOU will be provided by COUNTY to TMA with Placer County Transient Occupancy Tax funds in accordance with recommendation by the Board of the North Lake Tahoe Resort Association and approval by the Placer County Board of Supervisors as part of the annual Placer County Budget approval process and with Placer County Funds approved by the Placer County Board of Supervisors for allocation to the Placer County Department of Public Works and Facilities for operation of the Tahoe Area Regional Transit (TART) service.
6. **INVOICING.** TMA shall provide an invoice after the MOU and Scope of Work are approved by the Placer County Board of Supervisors for projected expenses in the first quarter of the fiscal year. The invoice shall not exceed one quarter of the TOT funds allocated to this agreement. Subsequent invoices shall be submitted to COUNTY quarterly on or around October 15, January 15, April 15 and July 15 for the preceding three month period. Invoices shall reference this MOU, the payment due date and the relevant period of service. The balance carried forward from the initial invoice shall be noted on subsequent invoices. Invoices shall be due and payable on a Net 30 basis.

7. **QUARTERLY REPORT.** TMA will provide a quarterly report to accompany each invoice for payment which documents the completion of tasks in Exhibit A – Scope of Work.
8. **RECORDS.** TMA shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TMA for three years following the completion of work performed.
9. **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 TMA will continue to be available, willing, and capable of providing such services on an annual basis.
10. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement, except where caused by the sole negligence of PLACER COUNTY. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

11. **INSURANCE.** CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

1) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

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

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

2) GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

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

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

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

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

3) ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4) AUTOMOBILE LIABILITY INSURANCE:

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

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

5) ADDITIONAL REQUIREMENTS:

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

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

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

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

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

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

15. **GOVERNING LAW.** This agreement is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

16. **NOTICE.** Written notice under this agreement shall be provided via U.S. Mail, electronic mail, or in person as follows:

(This Space Intentionally Left Blank)

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

**Truckee/North Tahoe Transportation
Management Association**

County of Placer

By: _____
Vice Chair, TMA
Board of Directors

By: _____
Robert Weygandt, Chair,
Placer County Board of Supervisors

Date: _____

Date: _____

By: _____
Executive Director, TMA

Approved as to Form:

By: _____
County Counsel

Date: _____

Date: _____

Exhibit A

Scope of Work: 2016-17 TNT/ TMA Managed TART Marketing Program

Funding Sources not to exceed \$102,000

Placer County Transient Occupancy Tax Funding: \$99,250

Placer County DPWF Funding: \$2,750

The goal of the TART marketing program is to increase public awareness and transit ridership by reaching residents, second homeowners and businesses with a message that:

1. Defines TART's regional bus service;
2. Distinguishes TART from other modes of travel;
3. Exemplifies benefits;
4. Further identifies the transportation goals of the Resort Triangle.

The following outlines marketing strategies for FY 2016-17. This approach includes seasonal marketing efforts to ensure consistent year round messaging and accommodates for seasonal changes to transportation services.

Marketing Tasks FY 2016-17

Task 1: Ad Design and Placement

Subtasks:

- Radio and TV advertisements
 - Radio advertisements and live reads on 101.5 Truckee Tahoe Radio (Targets both residents and visitors to the Tahoe-Truckee Region);
 - Tahoe TV advertisements throughout local hotel rooms and placement on Tahoetopia.com.
- Online Advertisements and placement
 - Ad placement and transit write-ups within vacation planners and area directories;
 - Print advertisements;
 - Online banner ads.

Task 2: Marketing Collateral Design and Production

Subtasks:

- Brochure & flyer production
 - Development of marketing collateral including fact sheets, flyers, brochures, rack cards, throughout entire year. Update materials when necessary to accommodate seasonal schedule changes.

Task 3: Website Management and Social Media Campaigns

Subtasks:

- Social media (Twitter, Facebook, and Instagram)
 - Improve and increase social media outreach with TART branded pages through Facebook, Instagram, and Twitter;
 - Message development and distribution for TART including future goals and objectives for the service;
 - Establish community engagement with photo and hashtag contests;
 - Coordinate cross promotion of social media outlets with area partners;
- Update and maintain website (TahoeTruckeeTransit.com):
 - Include seasonal changes to services;

- Highlight expansion of services per the Tahoe Truckee Area Regional Transit Systems Plan Update (approved by the Board of Supervisors on April 19, 2016).

Task 4: Program Implementation and Management

Subtasks:

- Place transit schedules in all bus shelters in North Lake Tahoe;
- Distribute schedules and information to local hotels and businesses:
 - Distribute quarterly and/or when transit schedules change or upon business request.
- Attend community events to promote transit services;
- Promote ski shuttle voucher and distribute to local lodging businesses;
- Coordinate inclusion of transit information in local event calendars and distribution to event organizers;
- Expand promotion of NextBus system and use of the web-based application for TART;
- Identify key supporters in the business and civic community to write letters to the editor, social media posts and story placements;
- Implement email marketing campaigns at least monthly;
- Develop press-releases with emphasis on seasonal changes to transit services;
- Prepare press kit for print and electronic media in coordination with appropriate service changes and enhancements throughout the year;
- Develop partnerships with the North Lake Tahoe Marketing Co-op to include area transit information within destination marketing messaging;
- Evaluate a mobility app specific to the Resort Triangle (Squaw, Northstar, and North Lake Tahoe) to evaluate and assess a single transit and multi-model (transit, trails, carpool opportunities etc.) application. The evaluation will include details on structure, maintenance requirements and project costs and will be provided to the County within 30 days of completion.

Exhibit B

Budget Detail: 2016-17 TMA Managed Marketing Program – Placer County

Revenues	2016-17
Funding Sources:	
NLTRA/Placer County TOT	\$ 99,250
Placer County - DPW	<u>\$ 2,750</u>
Total Funding – Placer County	\$102,000
 Expenditures	
Tasks reflect Exhibit A: Scope of Work.	<u>Cost</u>
 Task 1: Ad Design and Placement	
Online and Print Advertisements	\$34,522
• 85 Print Advertisements	
• Annual Rotating Banner Ads within Tahoe.com, Truckee North Tahoe Weekly and Sierra Sun	
Radio/TV Advertisements	\$10,304
• Annual Radio Commercial Playing 683 Spots: 15 Second Spots “Non-Peak Season” and 60 Second Spots “Peak Season”	
• Tahoe TV - Annual Daily Advertisements within Hotel Rooms	
• Lake Tahoe Television – Weekly live interviews	
 Task 2: Marketing Collateral Design & Production	
Brochure and Flyer Production (Seasonal updates to accommodate schedule changes)	\$18,173
• 15,000 brochures per season	
• 300 flyers per season	
• 90 poster schedules per season	
• 20,000 Rack Cards for Night Service per season	
 Task 3: Website Mgmt. and Social Media Campaigns:	\$12,000
 Task 4: Program Implementation and Management	<u>\$27,000</u>
 Total Expenses	\$102,000