



**MEMORANDUM  
COUNTY EXECUTIVE OFFICE  
ADMINISTRATION**  
County of Placer

TO: Honorable Board of Supervisors DATE: June 22, 2021

FROM: Todd Leopold, County Executive Officer  
By: Lindsay Romack, Management Analyst

SUBJECT: Funding Agreement with Truckee North Tahoe Transportation Management Association for operation of the North Lake Tahoe Express.

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**ACTION REQUESTED**

Approve the Funding Agreement with the Truckee North Tahoe Transportation Management Association (TMA) for the operation of the North Lake Tahoe Express in eastern Placer County for FY 2021-22, at a budgeted net County cost of up to \$133,673 for a contract term of July 1, 2021 – June 30, 2022.

**BACKGROUND**

The TMA is a California Nonprofit Mutual Benefit Corporation based in Truckee, California. The mission of the TMA is to foster public-private partnerships and resources for the advocacy and promotion of innovative solutions to the unique transportation challenges of the Truckee-North Tahoe Resort Triangle. 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.

The North Lake Tahoe Express (NLTE) is an airport shuttle service that connects North Lake Tahoe and Truckee regions to the Reno-Tahoe International Airport. This Funding Agreement will support service operations, management and marketing and includes participation from the Town of Truckee, Incline Village Crystal Bay Visitors Bureau and the Truckee Tahoe Airport District for a total annual service cost of \$186,806. This agreement includes Placer County's share of \$133,673.

As outlined in the agreement, the TMA will oversee the day-to-day management and operation of the NLTE, including marketing, advertising, promotional support, and reporting on shuttle service ridership and operations. The funding agreement was approved by the TMA Board of Directors on June 3, 2021. Staff recommends approval of the Funding Agreement.

**FISCAL IMPACT**

Transient Occupancy Tax (TOT) collected in eastern Placer County is the funding source for the services to be provided by TMA under this Funding Agreement. These funds are budgeted in the FY 2021-22 Lake Tahoe Tourism and Promotion budget.

**ATTACHMENTS**

1. Funding Agreement
  - Exhibit A – Budget
  - Exhibit B – TMA Compensation

**FUNDING AGREEMENT  
FY 2021-2022  
NORTH LAKE TAHOE EXPRESS**

This Funding Agreement (“Agreement”) is dated and effective June 30, 2021 between the Truckee North Tahoe Transportation Management Association (“TNT/TMA”), Placer County (“Placer”), Town of Truckee (“Truckee”), Incline Village Crystal Bay Visitors Bureau (“IVCBVB”), and Truckee Tahoe Airport District (“TTAD”). Placer, Truckee, IVCBVB, and TTAD collectively referred to herein as the “Funding Partners.” The TNT/TMA and Funding Partners are collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, TNT/TMA is a non-profit mutual benefit corporation organized under the California Corporations Code section 7110, et seq., whose mission includes fostering public-private partnerships and resources for the advocacy and promotion of innovative solutions to the unique transportation challenges of the Truckee-North Lake Tahoe Resort Triangle; and

**WHEREAS**, consistent with its mission, the TNT/TMA Board of Directors has approved the TNT/TMA’s role as the contracting entity for the North Lake Tahoe Express airport shuttle (“Shuttle Service”), an interstate and intrastate service connecting the Reno/Tahoe International Airport (“RTIA”) and specific locations in the North Lake Tahoe region; and

**WHEREAS**, TNT/TMA has contracted with My Ride To Work (“Operator”) to operate the NLTE Shuttle Service (“Shuttle Service”); and

**WHEREAS**, the shuttle service has improved the competitive position of the North Lake Tahoe-Truckee “Resort Triangle” as a destination resort, offering conference and group business travelers and “frequent independent travelers” (FIT) a car-free experience to and from the RTIA; and

**WHEREAS**, the Board of Directors has also approved the TNT/TMA’s role as the facilitator and collector of contributions to support the Shuttle Service from the Funding Partners herein named; and

**WHEREAS**, the fiscal year for the Shuttle Service extends from July 1 of one year to June 30 of the following year (the “FY”); and

**NOW, THEREFORE BE IT RESOLVED**, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

- 1. EFFECTIVENESS AND TERM.** This Agreement shall be effective as to each of the parties upon their execution of the Agreement, and even if the Agreement is not ultimately executed by every one of the parties, provided that the failure of one or more Funding Partners to execute this Agreement shall not affect the financial obligations of the other Funding Partners. The term of this Agreement shall be July 1, 2021 – June 30, 2022.
- 2. SERVICE.** TNT/TMA has contracted with the Operator to operate the Shuttle Service pursuant to the routes and schedules attached hereto as Exhibit A. TNT/TMA has discretion to amend the routes and schedules at any time as deemed necessary by TNT/TMA for operational or funding related purposes, provided that no such amendments shall increase the financial

obligations of the Funding Partners, which shall remain binding on the Funding Partners that sign this Agreement. TNT/TMA has discretion to replace the Operator with another operator.

**3. FUNDING.** The program budget for FY 2021-22 is attached as Exhibit B. The budget for all costs of the Shuttle Service is \$412,944 and the Funding Partners agree to provide a combined total of \$186,806 to pay for those costs. The Funding Partners agree to provide funding as follows:

a. **Placer County** agrees to provide Placer County Transient Occupancy Tax funds in the amount of \$133,673 for FY 2021-22 payable and due to TNT/TMA as follows:

i. 07/30/21	\$33,418.25
ii. 10/01/21	\$33,418.25
iii. 01/01/22	\$33,418.25
iv. 04/01/22	\$33,418.25

b. **Truckee** agrees to provide \$11,140 for FY 2021-22 payable and due to TNT/TMA as follows:

i. 07/30/21	\$5,570
ii 10/1/21	\$5,570

c. **IVCBVB** agrees to provide \$38,096 for FY 2021-22 payable and due to TNT/TMA as follows:

i. 07/30/21	\$12,698.66
ii. 10/1/21	\$12,698.66
iii. 01/01/22	\$12,698.66

d. **TTAD** agrees to provide \$3,898 for FY 2021-22 payable and due to TNT/TMA as follows:

i. 07/30/21	\$1,949
ii 10/1/21	\$1,949

**4. INVOICING.** TNT/TMA shall provide invoices to the Funding Partners at least 30 days in advance of the payment due dates specified in Section 3 of this Agreement. Invoices shall reference the Shuttle Service, the payment due date, and the relevant period of service.

**5. USE OF FUNDS.** TNT/TMA shall deposit all funding amounts received into a separate account held solely for the Shuttle Service. TNT/TMA shall use all funds solely for the purpose of paying the costs of the Shuttle Service, including the following: (1) \$412,944 of operator costs; and (2) \$79,000 of compensation to TNT/TMA for marketing and management services, subject to reasonable adjustment by TNT/TMA for unanticipated or desirable adjustments to the Shuttle Service, none of which shall increase the funding obligations of the Funding Partners. The program budget for FY 2021-22 is attached as Exhibit A.

**6. SERVICE EXPECTATION.** TNT/TMA intends the Shuttle Service to run through the end of FY 2021-22. However, if the cost to run Shuttle Service exceeds the budgeted amount,

Funding Partners will pay amounts specified in Section 3 of this Agreement on the dates specified regardless of potential impacts to service timeframe.

**7. RESERVE FUND.** Any funds remaining unspent at the end of FY 2021-22 after all costs of the Shuttle Service have been paid, will be held in a restricted reserve fund. Reserve funds are held within this account and are to be used for the sole purpose of the North Lake Tahoe Express. The maximum Reserve Fund balance will cover 12 months of operations and management services to be determined by upcoming FY budget to ensure a funding source is available in the event of a funding shortage in any given year of operation. Any additional funds will be used for service expansion or returned to the Funding Partners.

**8. RETURNS.** Amounts paid by the Funding Partners will be returned to the Funding Partners if service is cancelled and/or those amounts are not needed to pay for the cost of the Shuttle Service in future years. Any amounts returned to the Funding Partners will be determined on a pro-rata basis according to the amount each Funding Partner contributed.

**9. ANNUAL REPORT.** TNT/TMA will provide an annual report within 60 days of the completion of FY 2021-22. This report will document the completion of the Shuttle Service for that fiscal year and reconcile all expenditures and any unspent funding amounts for the Shuttle Service. The report will also document overall ridership and farebox revenues.

**10. ANNUAL ADVISORY COMMITTEE REVIEW.** As part of its management structure, an advisory committee has been established to advise the TMA Executive Director and staff on matters related to NLTE operations, service levels, budgets, and marketing and promotional strategies. The committee meets at a minimum of once a year, or when the TMA Executive Director requests one or more additional meetings. The committee is comprised of one representative from each funding jurisdiction (Placer County, Washoe County, and Truckee) and two members of the TMA Board of Directors.

**11. RECORDS.** TNT/TMA shall maintain satisfactory account statements, records, and other documents relating to the Shuttle Service for the life of the shuttle program. Account statements, records, and other documents relating to the Shuttle Service shall be retained by TNT/TMA for three years following the completion or termination of this Agreement and shall be subject to examination and audit by the Funding Partners.

**12. TNT/TMA MANAGEMENT TASKS AND COMPENSATION.** TNT/TMA shall oversee day-to-day management and operation of the Shuttle Service and provide marketing, advertising, and promotional support, as well as training, reporting, and other services for the Shuttle Service as set forth in Exhibit C, including auditing of the contractor consistent with provisions of the Agreement between TNT/TMA and the Operator for Airport Shuttle Service.

**13. DISPUTES AND WITHDRAWAL.** The parties shall meet and confer in an attempt to resolve any disputes arising from this Agreement. If the dispute cannot be resolved, any party may withdraw from this Agreement upon 60 days written notice to the other parties. Even in the event of withdrawal, the withdrawing party shall continue to be responsible for the entire funding amount specified in Section 3 of this Agreement, and shall not be entitled to any reimbursement of funding amounts already provided except as provided in Section 8 of this Agreement.

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

Christine Maley-Grubl  
Executive Director  
TNT/TMA  
10183 Truckee Airport Road  
Truckee, CA 96161  
[christinetnttma@gmail.com](mailto:christinetnttma@gmail.com)

Todd Leopold  
Placer County Board of Supervisors  
175 Fulweiler Ave.  
Auburn, CA 95603  
[tleopold@Placer.CA.Gov](mailto:tleopold@Placer.CA.Gov)

Jennifer Callaway  
Town Manager  
Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161  
[89452jloux@townoftruckee.com](mailto:89452jloux@townoftruckee.com)

Andy Chapman  
President/CEO  
Incline Village Crystal Bay Visitors Bureau  
969 Tahoe Boulevard  
Incline Village, NV  
[AndyC@gotahoe.com](mailto:AndyC@gotahoe.com)

Kevin Smith  
General Manager  
Truckee Tahoe Airport District  
10356 Truckee Airport Road  
Truckee, CA 96161  
[kevin.smith@truckeetahoeairport.com](mailto:kevin.smith@truckeetahoeairport.com)

**15. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the exclusive benefit of the parties hereto and nothing contained herein shall be construed as granting, vesting, creating or conferring any right or cause of action on any third party. Nothing in this Agreement is intended to create, nor shall it be deemed to create, any contractual relationship between any third party and TNT/TMA or the Funding Partners.

**16. CHOICE OF LAW.** This Agreement is to be interpreted in accordance with the laws of the State of California.

**17. VENUE.** The venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Superior Court of California - Placer County.

**18. ENTIRE AGREEMENT.** This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the Shuttle Service and may not be modified except by an instrument in writing signed by the signatories to this Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties and is dated and effective as of the date written above.

\_\_\_\_\_  
Christine Maley-Grubl  
Executive Director  
Truckee North Tahoe Transportation Management Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Weygandt  
Placer County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Callaway  
Town Manager  
Town of Truckee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andy Chapman  
President/CEO  
Incline Village Crystal Bay Visitors Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Smith  
General Manager  
Truckee Tahoe Airport District

\_\_\_\_\_  
Date

# Exhibit A

## Program: North Lake Tahoe Express

**Program Description:** The North Lake Tahoe Express Airport Shuttle offers three routes within North Lake Tahoe and Truckee with service running daily between 6:00am and 11:00pm. Funding for the North Lake Tahoe Express is provided by a variety of partners as indicated below.

**TMA Services Provided:**

- Contract Management
- Program Management
- AR Payments
- Reporting
- Marketing
- Group Sales
- Wholesale Account Management

## North Lake Tahoe Express Budget

5/19/21

	2018-19 A	2019-20 A	2020-21 Budget	2020-21 Estimated	2021-2022 Budgeted
<b>Revenues</b>					
<b>Placer County Funding Sources:</b>					
NLTRA (TOT)	123,600	92,700	127,308	108,834	133,673
<b>Total</b>	<b>\$ 123,600</b>	<b>\$ 92,700</b>	<b>127,308</b>	<b>\$ 108,834</b>	<b>133,673</b>
<b>Washoe County Funding Sources:</b>					
Incline Village Crystal Bay CVB	26,780	23,484	36,283	34,310	38,096
<b>Total</b>	<b>\$ 26,780</b>	<b>\$ 23,484</b>	<b>36,283</b>	<b>\$ 34,310</b>	<b>38,096</b>
<b>Nevada County Funding Sources:</b>					
Town of Truckee	10,300	10,300	10,609	10,609	11,139
Truckee Tahoe Airport	3,605	3,605	3,713	3,713	3,898
<b>Total</b>	<b>\$ 13,905</b>	<b>\$ 13,905</b>	<b>14,322</b>	<b>\$ 14,322</b>	<b>15,037</b>
<b>Other Funding Sources:</b>					
Fare box	-	-	-	87,771	302,638
Fare box - Future Bookings	-	-	-	-	-
On-Board Advertising	-	-	-	-	-
Subsidy Rollover to Future Year Operations	65,234	100,500	59,574	73,744	-
Rollover Expense - Future Year	-	-	-	-	-
<b>Total</b>	<b>\$ 65,234</b>	<b>\$ 100,500</b>	<b>\$ 59,574</b>	<b>\$ 161,515</b>	<b>\$ 302,638</b>
<b>Total Revenue</b>	<b>\$ 237,965</b>	<b>\$ 230,589</b>	<b>\$ 237,487</b>	<b>\$ 318,981</b>	<b>\$ 489,444</b>
<b>Expenses</b>					
Contracted Operations	52,965	95,857	124,369	284,798	412,944
Program Management	31,000	30,184	32,960	28,000	29,000
Marketing Materials/Ad Design	24,000	2,988	24,000	10,000	22,000
Marketing Management	21,000	22,000	22,660	22,000	10,000
IT/Reservations System	8,600	8,600	8,600	7,360	8,000
Bank Fees	-	-	-	-	-
Business Plan Update/RFP Contract Process	-	-	10,000	90	5,500
Attorney Fees	-	-	8,000	-	2,000
Liability Insurance	-	-	-	-	-
Previous Year Loss	-	-	-	-	-
Reserve Fund	-	-	-	-	-
Rollover Revenues to Future Year Operations	100,400	59,574	-	-	-
<b>Total Expenses</b>	<b>\$ 237,965</b>	<b>\$ 219,203</b>	<b>\$ 230,589</b>	<b>\$ 352,248</b>	<b>\$ 489,444</b>
<b>Net Balance</b>	<b>\$ -</b>	<b>\$ 11,386</b>	<b>\$ 6,898</b>	<b>\$ (33,267)</b>	<b>\$ -</b>
<b>Total Reserve</b>	<b>\$ 169,496</b>	<b>\$ 180,882</b>	<b>\$ 176,393</b>	<b>\$ 136,229</b>	<b>\$ 136,229</b>

**Exhibit B**  
**TNT/TMA Compensation**

2021-22 FY

<b>Annual Management Cost Estimates</b>					
	<b>Executive Director</b>	<b>Program Manager</b>	<b>Accountant</b>	<b>Total TMA Hours</b>	<b>Total TMA Cost Per Task</b>
<b>Hourly Rate</b>	<b>\$62.36</b>	<b>\$42.92</b>	<b>\$61.26</b>		
<b>North Lake Tahoe Express - Program Management Tasks &amp; Hours Est.</b>					
Program Financial and Ridership Reporting	40	120		160	\$7,644.66
Reservation System Maintenance and Upkeep	15	30		45	\$2,222.95
Group Sales	5	40		45	\$2,028.69
Wholesaler Contracts & Booking Oversight	5	50		55	\$2,457.79
Program Budget & Financial Responsibilities	20	35		55	\$2,749.33
Customer Relations	15	50		65	\$3,081.35
Service Standards Oversight	15	40		55	\$2,652.15
Program Reported Issues	15	40		55	\$2,652.15
Partner Meetings and Continual Updates	10	18		28	\$1,396.12
Documentation Requests/Review	10	15		25	\$1,267.36
Contractor Meetings/Trainings	12	25		37	\$1,821.28
<b>Total Program Management Costs</b>	<b>\$10,102</b>	<b>\$19,872</b>	<b>\$0</b>	<b>625</b>	<b>\$29,974</b>
<b>North Lake Tahoe Express - Marketing Management Tasks &amp; Hours Est.</b>					
Ad Designs	10	8		18	\$966.92
Negotiations with Advertisers	5	0		5	\$311.78
Selecting Advertising Venues	8	0		8	\$498.85
Co-Op Marketing Efforts	8	4		12	\$670.53
Distribution	3	10		13	\$616.27
Local Hotel Staff Training & Sales	5	6		11	\$569.30
Social Media	5	40		45	\$2,028.59
Website	8	25		33	\$1,571.85
Public Outreach & Information Sharing	14	40		54	\$2,589.79
Events	2	2		4	\$210.55
<b>Total Marketing Management Costs</b>	<b>\$4,240</b>	<b>\$5,794</b>	<b>\$0</b>	<b>203</b>	<b>\$10,034</b>