



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

TO: Honorable Board of Supervisors DATE: June 28, 2022  
FROM: Jane Christenson, Acting 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 a Funding Agreement with the Truckee North Tahoe Transportation Management Association (TNT-TMA) for the operation of the North Lake Tahoe Express in eastern Placer County in the amount of up to \$150,000 for the period of July 1, 2022 through June 30, 2023.

**BACKGROUND**

The TNT-TMA is a California Nonprofit Mutual Benefit Corporation based in Truckee, California. The mission of the TNT-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 Lake Tahoe Resort Triangle. Placer County is a dues-paying member of the TNT-TMA and, in accordance with TNT-TMA's bylaws, holds a seat on its Board of Directors.

Placer County contracts with the TNT-TMA to operate the North Lake Tahoe Express (NLTE). NLTE is an airport shuttle that connects the Truckee/North Lake Tahoe region to the Reno-Tahoe International Airport. The TNT-TMA manages operations and marketing of the program. Placer County is one of four (4) funding partners, which also include the Incline Village Crystal Bay Visitors Bureau, Town of Truckee, and the Truckee Tahoe Airport District. Passengers also pay a fee to use the service. The total annual cost to operate the NLTE is \$731,651 and the funding partners agree to provide a combined total of \$223,521. The balance will be funded by passenger fees. This agreement includes Placer County's share of \$150,000.

As outlined in the agreement, the TNT-TMA will oversee the day-to-day management and operation of the NLTE. The funding agreement was approved by the TNT-TMA Board of Directors on June 2, 2022.

**FISCAL IMPACT**

Transient Occupancy Tax (TOT) collected in eastern Placer County is the funding source for this agreement. These funds are budgeted in the FY 2022-23 Tahoe Economic and Community Enhancement (CC10020) (formerly known as the Lake Tahoe Tourism and Promotions fund). There is no impact to the general fund.

**ATTACHMENTS**

Attachment: Funding Agreement

**FUNDING AGREEMENT  
FY 2022-2023  
NORTH LAKE TAHOE EXPRESS**

This Funding Agreement (“Agreement”) is dated and effective June 30, 2022 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, LLC (“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, 2022 – June 30, 2023.

**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 2022-23 is attached as Exhibit B. The budget for all costs of the Shuttle Service is \$731,651, and the Funding Partners agree to provide a combined total of \$223,521 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 \$150,000 for FY 2022-23 payable and due to TNT/TMA as follows:

- i. 07/30/22     \$37,500
- ii. 10/01/22    \$37,500
- iii. 01/01/23   \$37,500
- iv. 04/01/23    \$37,500

b. **Truckee** agrees to provide \$10,141 for FY 2022-23 payable and due to TNT/TMA as follows:

- i. 07/30/22     \$5,070.50
- ii 10/01/22     \$5,070.50

c. **IVCBVB** agrees to provide \$58,310 for FY 2022-23 payable and due to TNT/TMA as follows:

- i. 07/30/22     \$19,437
- ii. 10/01/22    \$19,437
- iii. 01/01/23   \$19,437

d. **TTAD** agrees to provide \$5,070 for FY 2022-23 payable and due to TNT/TMA as follows:

- i. 07/30/20     \$2,535
- ii 10/01/20     \$2,535

**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) \$630,903 of operator costs; and (2) \$100,748 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 2022-23 is attached as Exhibit B.

**6. SERVICE EXPECTATION.** TNT/TMA intends the Shuttle Service to run through the end of FY 2022-23; 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 2022-23 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 6-12 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.

The following NLTE Reserve Policy will be adhered to:

#### NLTE Reserve Policy

The TNT/TMA will seek to maintain a Reserve Fund for the North Lake Tahoe Express (NLTE) based on unrestricted reserves specifically designated on an annual basis in conjunction with the preparation of year-end financial statements.

The purpose of the NLTE Reserve Fund is to enable the NLTE to operate independently of the TNT/TMA and not impact TNT/TMA reserve funds in the face of economic downturns, both internally and/or externally generated. To achieve this stability, TNT/TMA will seek to maintain an amount equal to 6-12 months, or 50-100%, of the planned annual North Lake Tahoe Express Program-Budget. This amount will be calculated at the end of each fiscal year, based on the budget for the upcoming year. Amounts needed to increase the Reserve Fund will come from undesignated net assets. Until TNT/TMA's goal of 6-12 months, or 50-100%, of the planned annual NLTE Program Budget is reached, an amount equal to or greater than 20% percent of the funding partner contribution will be contributed to the fund each year.

Once TNT/TMA achieves its goal of a 6-12 month operating reserve, additional funds may be made available for major NLTE program initiatives requiring significant developmental or start-up costs.

**8. RETURNS.** Amounts paid by the Funding Partners will be returned to the Funding Partners if service is canceled 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 2022-23. 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, 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:

Sara Monson  
Executive Director  
TNT/TMA  
10183 Truckee Airport Road  
Truckee, CA 96161  
[sara@tnttma.com](mailto:sara@tnttma.com)

Cindy Gustafson  
Placer County Board of Supervisors  
175 Fulweiler Ave.  
Auburn, CA 95603  
[cgustafson@placer.ca.gov](mailto:cgustafson@placer.ca.gov)

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

Andy Chapman  
President/CEO  
Incline Village Crystal Bay Visitors Bureau  
969 Tahoe Boulevard  
Incline Village, NV 89452  
[andyc@gotahoe.com](mailto:andyc@gotahoe.com)

General Manager  
Truckee Tahoe Airport District  
10356 Truckee Airport Road  
Truckee, CA 96161

**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.

\_\_\_\_\_  
Sara Monson  
Executive Director  
Truckee North Tahoe Transportation Management Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cindy Gustafson  
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

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

\_\_\_\_\_  
Date



## 2022 YEAR-ROUND SCHEDULE | DEPARTURE TIMES RESERVATIONS REQUIRED 24-HOURS IN ADVANCE

Travel times vary depending upon season of the year and final destination. Please contact North Lake Tahoe Express customer service at (833) 709-8080 or check with your final destination.

### RED ROUTE – PALISADES TAHOE, TAHOE CITY, WEST SHORE

#### TO AIRPORT

Sunnyside	6:00 AM	8:00 AM	9:30 AM	12:30 PM	5:00 PM
Granlibakken	6:05 AM	8:05 AM	9:35 AM	12:35 PM	5:05 PM
Tahoe City Transit Center	6:10 AM	8:10 AM	9:40 AM	2:40 PM	5:10 PM
Tahoe City Locations	6:10 AM	8:10 AM	9:40 AM	12:40 PM	5:10 PM
Garwoods	6:15 AM	8:15 AM	10:15 AM	12:00 PM	—
River Ranch/Alpine	6:15 AM	8:15 AM	9:45 AM	12:45 PM	5:15 PM
Palisades Tahoe/Olympic Valley Locations	6:25 AM	8:25 AM	9:55 AM	12:55 PM	5:25 PM
Resort at Squaw Creek	6:30 AM	8:30 AM	10:00 AM	1:00 PM	5:30 PM

#### FROM AIRPORT

Servicing Locations on Route Above 10:00 AM | 12:00 PM | 3:00 PM | 6:30 PM | 9:00 PM | 12:00 AM

### GREEN ROUTE – TRUCKEE, NORTHSTAR

#### TO AIRPORT

Sawmill Heights	9:15 AM
Ritz Carlton	9:20 AM
The Village At Northstar/Tahoe Mountain Resort	9:25 AM
Truckee Airport	9:35 AM
Truckee Locations	9:40 AM
Truckee Train Depot	9:45 AM

#### FROM AIRPORT

Servicing all Locations on Route Above 10:30 AM | 3:15 PM

### BLUE ROUTE – CARNELIAN BAY TAHOE VISTA, KINGS BEACH, CRYSTAL BAY, INCLINE VILLAGE

#### TO AIRPORT

Tahoe Vista Locations	6:25 AM	8:25 AM	10:25 AM	12:10 PM
Kings Beach Locations	6:35 AM	8:35 AM	10:35 AM	12:20 PM
Crystal Bay Locations	6:40 AM	8:40 AM	10:40 AM	12:25 PM
Park Side Inn	6:50 AM	8:50 AM	10:50 AM	12:35 PM
Incline Rec	6:55 AM	8:55 AM	10:55 AM	12:40 PM
Hyatt	7:00 AM	9:00 AM	11:00 AM	12:45 PM

#### FROM AIRPORT

Servicing all Locations on Route Above 10:30 AM | 12:30 PM | 7:30 PM

### NORTH LAKE TAHOE EXPRESS RATES

1 Person - One Way Per Person	\$ 99
2 People - One Way Per Person	\$ 70
3 People - One Way Per Person	\$ 65
4 People - One Way Per Person	\$ 60
4 People - One Way Per Person	\$ 55
6–11 People - One Way Per Person	\$ 50
5–Pack - (5) One Way Tickets	\$ 250



\*Passenger discounted rates valid for guests traveling on the same date/shuttle time, utilizing a single reservation. For additional services and rates: (833) 709-8080

Funded by: Placer County, Incline Village Crystal Bay Visitors Bureau, Truckee Tahoe Airport District, Town of Truckee

Operated by: My Ride to Work, CPCN # 6154



## Exhibit B Program Budget

1

**Program: North Lake Tahoe Express**

**Program Description:** The North Lake Tahoe Express Airport Shuttle started service November 15, 2006. Since that time, the shuttle has proven to be an important asset to the tourism and conference group market, as well as the local economy. The program has proven to play a vital role when choosing our area as a destination. NLTE 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 per county .

**TMA Services Provided:**

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

**North Lake Tahoe Express Budget**

	2020-21 A	2021-22 B	2021-22 Estimated	2022-23 B
<b>Revenues</b>				
<b>Placer County Funding Sources:</b>				
NLTRA (TOT)	108,834	133,673	133,673	150,000
<b>Total</b>	<b>\$ 108,834</b>	<b>\$ 133,673</b>	<b>\$ 133,673</b>	<b>\$ 150,000</b>
<b>Washoe County Funding Sources:</b>				
Incline Village Crystal Bay CVB	34,310	38,096	38,096	58,310
Hyatt Lake Tahoe	-	-	-	-
Biltmore	-	-	-	-
<b>Total</b>	<b>\$ 34,310</b>	<b>\$ 38,096</b>	<b>\$ 38,096</b>	<b>\$ 58,310</b>
<b>Nevada County Funding Sources:</b>				
Town of Truckee	10,609	11,139	11,139	10,141
Truckee Tahoe Airport	3,713	3,898	3,898	5,070
Cedar House Sport Hotel	-	-	-	-
Hampton Inn & Suites	-	-	-	-
<b>Total</b>	<b>\$ 14,322</b>	<b>\$ 15,037</b>	<b>\$ 15,037</b>	<b>\$ 15,211</b>
<b>Other Funding Sources:</b>				
Fare box	87,771	302,638	333,288	520,412
Farebox - Future Bookings	-	-	-	-
Fare box - Operator Fares Feb - June 2014	-	-	-	-
On-Board Advertising	-	-	-	-
Subsidy Rollover to Future Year Operations	73,744	-	-	-
Rollover Expense - Future Year	-	-	-	-
<b>Total</b>	<b>\$ 161,515</b>	<b>\$ 302,638</b>	<b>\$ 333,288</b>	<b>\$ 520,412</b>
<b>Total Revenue</b>	<b>\$ 318,981</b>	<b>\$ 489,444</b>	<b>\$ 520,094</b>	<b>\$ 743,933</b>
<b>Expenses</b>				
Contracted Operations	284,798	412,944	598,979	630,903
Program Management	28,000	29,000	29,000	29,000
Marketing Materials/Ad Design	10,000	22,000	21,634	22,500
Marketing Management	22,000	10,000	-	10,000
Distribution	-	-	-	-
IT/Reservations System	7,360	8,000	8,600	8,600
Bank Fees	-	-	8,143	18,148
Business Plan Update/RFP Contract Process	-	5,500	-	10,000
TTD Staff Time	-	-	-	-
Attorney Fees	90	2,000	156	1,000
Liability Insurance	-	-	-	-
Previous Year Loss	-	-	-	-
Reserve Fund	-	-	-	-
Future Booking Farebox Revenues	-	-	-	-
Rollover Revenues to Future Year Operations	-	-	-	-
Credit Card Processing Fees	-	-	-	1,500
Logo Update	-	-	-	-
<b>Total Expenses</b>	<b>\$ 352,248</b>	<b>\$ 489,444</b>	<b>\$ 637,511</b>	<b>\$ 42,282.00</b>
<b>Net Balance</b>	<b>\$ (33,267)</b>			
<b>Total Reserve</b>	<b>\$ 147,614</b>	<b>\$ 147,614</b>	<b>\$ -</b>	<b>\$ 147,614</b>

