



MEMORANDUM
COUNTY EXECUTIVE OFFICE
County of Placer

TO: Honorable Board of Supervisors **DATE:** June 28, 2022
FROM: Jane Christenson, Acting County Executive Officer
BY: Lindsay Romack, Management Analyst I
SUBJECT: Memorandum of Understanding with Truckee North Tahoe Transportation Management Association for TART Marketing Services and Park and Ride Program

ACTION REQUESTED

Approve a Memorandum of Understanding (MOU) between Placer County and Truckee North Tahoe Transportation Management Association (TNT-TMA) for Tahoe Area Regional Transit (TART) marketing services and Park and Ride program in eastern Placer County for FY 2022-23 in the amount of up to \$283,650 for a contract term of July 1, 2022 – 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 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.

The TART marketing program is a public-private partnership and includes participation from the Town of Truckee and private entities. The TNT-TMA conducts marketing, outreach and education on services for TART, TART Connect, and the Park and Ride program. The Park and Ride program is another component of this MOU, with the goal of reducing vehicle miles traveled and traffic congestion. The TNT-TMA will manage and promote Park and Ride which will include designated parking areas that will be serviced by additional buses or shuttles during busy time periods. The program is scheduled to operate for July 3 and 4 Drone Shows in Kings Beach and Tahoe City as well as operating in collaboration with ski resorts in the winter.

The total cost for this MOU is \$283,650 and the specifics are outlined in the scope of work within the contract (Exhibit A).

FISCAL IMPACT

Transient Occupancy Tax (TOT) collected in eastern Placer County is the funding sources for this MOU. These funds are budgeted in the FY 2022-23 Tahoe Economic and Community Enhancement fund (formerly known as the Lake Tahoe Tourism and Promotions fund).

ATTACHMENTS

Attachment: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING FOR MARKETING,
OUTREACH, AND EDUCATION FOR TRANSPORTATION
SERVICES AND ADMINISTRATION OF SEASONAL PARK AND
RIDE PROGRAM IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU”, is made and entered into on July 1, 2022, 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, 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, TMA administers the seasonal Park and Ride Program within Eastern Placer County, 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, Placer County funds services provided by the TMA with Transient Occupancy Tax 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 1, 2022 through June 30, 2023.
2. **SERVICE.** TMA shall perform the work described in Exhibit A – Scope of Work.
3. **FUNDING.** Contract is for a maximum of \$283,650 as identified in Exhibit B – Budget.
4. **INVOICING.** TMA shall provide an invoice and documentation for services rendered and marketing materials designed and purchased as part of the Scope of Work in Exhibit A. Invoices will be submitted on a quarterly basis- on or around October 1, January 1, April 1, and July 1. Invoices shall reference this MOU, the payment due date and the relevant period of service. Invoices shall be due and payable on a Net 30 basis.
5. **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.

6. **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.
7. **AMENDMENTS.** This Agreement may be amended in writing.
8. **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.

9. **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 ensuring 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.

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

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.

10. **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.
11. **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.
12. **ALTERATION.** No waiver, alteration, modification or termination of this agreement shall be

valid unless made in writing and signed by all parties.

13. **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.
14. **NOTICE.** Written notice under this agreement shall be provided via U.S. Mail, electronic mail, or in person as follows:

COUNTY: County Executive Office
P.O. Box 1909
Tahoe City, CA 96145

GRANTEE: Truckee North Tahoe Transportation Management
Association 10183 Truckee Airport Road
Truckee, CA 96161

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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: _____
Dan Wilkins, Chair,
TMA
Board of Directors

By: _____
Cindy Gustafson,
Placer County Board of Supervisors

Date: _____

Date: _____

By: _____
Sara Monson, Executive Director, TMA

Approved as to Form:

Date: _____

By: _____
County Counsel

Date:

Exhibit A – Scope of Work

FY 2022-23 TNT/TMA Managed TART Marketing Program/Park and Ride Program

Funding Sources Not to Exceed: \$283,650

Placer County Transient Occupancy Tax Funding: \$283,650

Project Purpose:

1. Expand public awareness of TART services including TART Connect micro-transit, and increase ridership by reaching residents, second homeowners, visitors and businesses.
2. Reduce vehicle trips by coordinating, managing and promoting Park and Ride program to destinations along SR 267, 89, and 28 as designated by Placer County

Messaging will:

1. Define TART's regional bus service, TART Connect Microtransit service, and park and ride service
2. Distinguish TART from other modes of travel
3. Highlight benefits of transit and commute alternatives to driving
4. Identify transportation goals in North Lake Tahoe

FY 2022-23 Tasks

Task 1: Ad Design and Placement

Subtasks:

- Digital – Targeting Bay Area and Sacramento region (focused on families 25-54)
 - Social – Facebook and Instagram (newsfeed and messenger inbox ads)
 - Ad Exchange Display (displays banners extending banner ad campaigns to other websites and apps)
 - Google search (reaches people planning trip to Lake Tahoe using search words targeted by topic, demographic)
 - TahoeTopia (local online)
- TV & Radio
 - 101.5 Truckee Tahoe Radio
 - Outside TV/Lake Tahoe TV
 - Pandora PAX – targeting Bay Area and Sacramento region (focused on families 25-54)
- Magazine/Newspaper (*Includes Online Advertising)
 - Moonshine Ink*
 - Gold Country*
 - NLTRA Visitors Guide*
 - LTVA Visitors Guide
 - Incline Village CBA*
 - Squaw Valley Times*
 - Tahoe Weekly*
 - Tahoe.com*
 - Truckee.com*

- Advertisements and placement
 - Ad design for online and print advertisements
 - Ad placement and transit write-ups within vacation planners and area directories
 - Print advertisements
 - Online banner advertisements

Task 2: Marketing, Collateral, Design and Production

Subtasks:

- Brochure and flyer production
 - Development of marketing collateral including fact sheets, flyers, brochures and rack cards throughout the entire year. Each seasonal brochure will also be produced in Spanish. Update materials to accommodate seasonal schedule changes.
- The First Stop on Your Adventure Campaign
 - Develop collateral in print and digital for buses, lodging partners, business associations and community groups to promote TART, TART Connect and other car free transportation services.
 - Digital collateral for social media campaigns to encourage car free travel in North Lake Tahoe.
- TART Promotional Photo Production
 - Coordinate production of TART marketing photos.
- TART Marketing Materials for Short Term Rentals
 - Develop marketing materials for short term rentals.
 - Coordinate delivery of materials to short term rentals.

Task 3: Technology Enhancements, and Management of Website and Social Media

Subtasks:

- Update and maintain website (TahoeTruckeeTransit.com)
 - Work with Placer County and the Town of Truckee to direct transit web pages to single source: TahoeTruckeeTransit.com
 - Direct consumers to specific landing pages based on seasonal transportation services available to provide up-to-date details as programs are provided
 - Increase Promotion and awareness of TahoeTruckeeTransit.com
- Social Media (Facebook and Instagram)
 - Improve and increase social media outreach with TART-branded pages through social media outlets
 - Coordinate cross-promotion of social media posting with area partners
 - Engage community with hashtag campaigns

Task 4: Program Implementation and Management

Subtasks:

- Promote TART and transportation services out-of-market by focusing on specific demographic of visitors who likely will travel to North Lake Tahoe. Focus in FY 2022-23 on the 43% of visitors from Northern California who travel to North Lake Tahoe with 81% currently traveling by car. 42% come as a family, age 25-54 with kids in household, average of 3.8 party size.
- Work with Media Buyer for FY 2022-23 advertising placements
- Placer seasonal transit schedules posted in bus shelters
- Continued efforts with Park & Ride program and TART Connect micro-transit campaigns
- Deliver brochures, posters, flyers and rack cards to local lodging, hotels and businesses
- Deliver materials to Reno-Tahoe airport

- Distribute Certified Folder Display schedule throughout eastern Placer County
- Attend community events to promote transit services
 - Area board and committee meetings
 - Community mixers
 - Community Collaborative – Resource Sharing meetings
 - Tahoe Talks meetings
 - Tuesday Morning Breakfast Club
 - Good Morning Truckee
 - Truckee Tourism meetings
 - North Lake Tahoe Resort Association
 - Earth Day
 - North Tahoe Business Association – board meeting updates with local transit options
 - Tahoe City Downtown Association – board meeting updates with local transit options
 - Others as needed
 - Seasonal front-line staff trainings & information sharing meetings
- Coordinate inclusion of transit information in local event calendars and distribution to event organizers
 - Transit info added to 101.5 Truckee Tahoe Radio Community Calendar
 - Truckee Chamber – TART link added to weekly community event email blasts
 - Coordinate with NLTRA and have them include additional links in their promotional materials
 - TART information provided to group organizers contracting with the North Lake Tahoe Express airport shuttle
 - Regional transit information included TART & NLTE information provided to local chambers and business associations for promotional distribution.
- Develop press-releases with emphasis on seasonal changes to transit services
- Develop integrated communications plan that coordinates advertising efforts, including but not limited to seasonal service changes and social media efforts with Placer County PIO.
- Maintain partnerships with the North Lake Tahoe marketing co-op to include area transit information within destination marketing messaging, for the purpose of informing the tourism base of the area transit programs.

TASK 5: Contract for Rental of Park and Ride Lots

Develop and administer contracts for park and ride lots on days as defined by Placer County, the TMA and resort partners.

Subtasks:

- Contract with regional partners for use of facilities for park and ride lots.
- Develop program schedule.
- Administer contracts to ensure public access to the parking lots.
- Identify bus schedules to service park and ride lots and publish for public viewing.

Task 6: Contract for Park and Ride Lot Snow Removal for Park and Ride Lots

Develop and administer contracts for snow removal services for park and ride lots on an as needed basis.

Subtasks:

- Manage contracts for snow removal on days defined by schedule and when snow levels impact parking lot access.

Task 7: Develop and Administer Contract for Additional Bus Service

Develop and administer contracts for additional bus service to supplement TART service or independent circulator shuttle service (depending upon the service required) to/from contracted park and ride facilities on an as needed

basis.

Subtasks:

- Seek funding from partners (resorts, government agencies and businesses) for additional bus service if needed.
- Develop operator contract with partner input.
- Contract with operator
- Administer contract and ensure additional bus services are provided consistent with contract terms and schedule as promoted to the public.

Task 8: Promote Park and Ride Program

Work with partner organizations to promote park and ride program.

Subtasks:

- Coordinate with partner organizations to promote public transportation services to/from park and ride facilities.
- Coordinate inclusion of park and ride information within TART's seasonal transit marketing campaigns.
- Write and distribute press-releases to promote the program.
- Coordinate parking lot signage (a-frame sign placement at lots) and portable changeable message signs (PCMS) outside of lots.
- Work with TART to adjust routes to serve park & ride lots when feasible.
- Promotion of rider connections to/from park and ride lots to/from TART bus service and all other available commute alternatives, to alleviate driving in order to reduce traffic congestion.

Task 9: Monitor Program and Collect Ridership Data

Coordinate and monitor pilot park and ride programs.

Subtasks:

- Monitor use of park and ride lots and ridership from those lots.
- Provide an annual report to Placer County on the regional park and ride program no later than 45 days after the fiscal year-end.

Exhibit B - Budget Detail

FY 2022-23 TMA Managed Marketing Program and Park and Ride Pilot Program

Funding Sources

Placer County TOT: \$283,650

Expenditures

Tasks reflect Exhibit A - Scope of Work

Task	Budget
Task 1: Ad Design and Placement <ul style="list-style-type: none">• Digital• TV & Radio• Magazine/Newspaper	\$77,750
Task 2: Marketing Collateral Design & Production <ul style="list-style-type: none">• Brochure & flyer production• “The First Stop on Your Adventure” Campaign	\$44,700
Task 3: Technology Enhancements & Website Management <ul style="list-style-type: none">• Update/maintain TahoeTruckeeTransit.com• Create & direct consumers to campaign landing pages	\$9,300
Task 4: Marketing Program Implementation & Management	\$29,900
Task 5: Rental of Park & Ride Lots	\$5,000
Task 6: Contract for Park & Ride Snow Removal	\$8,000
Task 7: Contract for Additional Bus Service <i>*On as needed basis & dependent on additional private partner funding</i>	\$85,000
Task 8: Park and Ride Program Promotion	\$2,000
Task 9: Park and Ride Program Implementation & Monitoring	\$22,000
TOTAL	\$283,650

