

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

THIS AGREEMENT MADE AND ENTERED INTO THIS 18th DAY OF June, 2013 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 plan, *the North Lake Tahoe Tourism and Community Investment Master Plan*, approved by the Placer County Board of Supervisors on July 26, 2004; and

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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 the North Lake Tahoe, California region, and is willing to perform certain services for the COUNTY to implement the *North Lake Tahoe Tourism and Community Investment 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.

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:

I. 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 management activities for tourism marketing and visitor services for the Placer County businesses of the North Lake Tahoe region (These services at times will include cooperative regional marketing and visitor services efforts. Any regional marketing efforts shall not result in a competitive benefit to

participating external jurisdictions.); 2) undertake its activities to implement in full the *North Lake Tahoe Tourism and Community Investment Master Plan*; and, 3) assist with the planning, development, and implementation of necessary public infrastructure improvements 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 Officer; 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 meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. No later than two (2) business days prior to the date of a meeting of the board, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community, and the RESORT ASSOCIATION'S website. The public shall be given an opportunity to attend each board meeting and to directly address the Board 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 the Executive Director shall submit conflict of interest forms for County Executive Office review, not later than February 5, 2014.

D. To the extent funding received for a project and program is expended by the RESORT ASSOCIATION or by a third party under grant from the RESORT ASSOCIATION for service and support in any amount greater than \$25,000, the RESORT ASSOCIATION shall utilize and require any third party to utilize a competitive bidding or procurement process, and in projects involving capital improvements, and shall be solely responsible for compliance with applicable state and federal prevailing wage and other labor laws. Such expenditures shall be accompanied by a contract for services that includes a scope of work and milestones. A copy of all contracts shall be provided to the COUNTY. This process will ensure that the work is awarded in an impartial manner to the most responsive and best qualified contractor making certain that the projects and programs are accomplished in a cost-effective manner. This provision is not applicable to cooperative programs in which the RESORT ASSOCIATION is not a primary partner. Primary partner is defined as funding a 40 percent or greater share of service and support costs. This provision is also not applicable when service and support is being provided by a non-profit public benefit corporation that does not compete with other potential service providers. All service and 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 cumulative or phased projects and programs. RESORT ASSOCIATION staff shall within 29 days notify and provide supporting documentation

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in writing to the Board of Directors for unbudgeted project or program expenses of \$2,500 or greater.

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The RESORT ASSOCIATION shall maintain updated bylaws that reflect current Board composition and committee structures.

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<#>This Agreement requires the RESORT ASSOCIATION to undertake a series of tasks by established deadlines during the term of this Agreement. The tasks are described and deadlines identified in Attachment A-1 to this Agreement.¶

3. TERM AND TIME OF COMPLETION

The term of this agreement is from July 1, 2013 through June 30, 2014, and may be extended from year to year thereafter as provided in Section 12.

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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 as identified in Attachment E of the contract. The report shall describe the need to revise the Scope of Work to achieve the desired program objectives, if required, 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. The COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be provided within 15 business days.

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B. No later than April 1, 2014 COUNTY CEO will provide a total contract budget figure to the RESORT ASSOCIATION. No later than April 30, 2014, the RESORT ASSOCIATION shall submit a Scope of Work and an accompanying budget request for the subsequent fiscal year. The request shall include any suggestions for improvement of the Scope of Work and program objectives, and identify the costs thereof, if any. COUNTY CEO will provide a written response within 30 days and coordinate a meeting with appropriate participants from COUNTY and RESORT ASSOCIATION staff and Board members to review and resolve any outstanding differences.

Deleted: The RESORT ASSOCIATION shall provide a completed quarterly report to the CEO Tahoe Office no later than 45 days following the last day of each quarter. Because the RESORT ASSOCIATION has an interest in revising the current reporting format, it will submit a proposal for County Executive Office review in mid-January that will result in a meeting to discuss potential format and deadline amendments.

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C. Prior to submittal to the COUNTY, the proposed budget and Scope of Work shall be made available for public review and comment by the RESORT ASSOCIATION in public forums at the Board of Directors and committee meetings. All feedback shall accompany the submittal to the COUNTY. Any RESORT ASSOCIATION partners, both public and private, who could be impacted by funding proposed to be included or excluded in the proposed budget will be notified in advance of the review and comment process.

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) days of its completion. 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.

5. COMPENSATION

A. MAXIMUM LIMIT

The RESORT ASSOCIATION'S total compensation is ~~\$4~~ \$4,394,440, as set forth in detail on Attachment B (Payment Schedule), and Attachment C (RESORT ASSOCIATION TOT Budget). The total compensation amount reflects the amount approved in the Board of Supervisors Final Budget for the current 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 Transient Occupancy Tax revenues and previous fiscal year fund balance, which may be adjusted, either positively or negatively.

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Funding availability of \$3,226,360 is net after Infrastructure Account Capital Improvements and Maintenance Reserve allocations, as detailed in Attachment C, RESORT ASSOCIATION TOT Budget.

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The maximum compensation amount shall represent full compensation for those activities and tasks described in the "Scope of Work" set forth as Attachment A and A 1-4, and is subject to any amendments to this amount and to the Scope of Work. 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 will be paid only from the money identified for each specific purpose, and within the limits set forth above.

COUNTY and RESORT ASSOCIATION agree that, to the extent possible, COUNTY SERVICES funded with TOT revenue will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.
B. INFRASTRUCTURE ACCOUNT

Deleted: allocation of TOT revenue to certain expenses contained within the COUNTY SERVICES portion of the Budget, ATTACHMENT C, are the result of funding shortfalls that are not expected to be long-term. Both parties further agree to monitor non-TOT revenues for enhanced public health and safety and to incrementally reduce allocation of TOT for these services as availability of alternative revenue sources allows. It is also agreed that,

1) Maximum FY 2013-2014 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$87,012 and General and Administration TOT expenses shall not exceed \$71,103. Any overages will be reimbursed by NLTRA to the Infrastructure Account held in the COUNTY Treasury.

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2) Other than Overhead and Administration expenses noted above, action by the Board of Supervisors is required for the expenditure of infrastructure funds following recommendations of the NLTRA Infrastructure Committee to the Resort Association Board of Directors and approval of RESORT ASSOCIATION recommendations by the Board of Supervisors.

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3) The Capital Investment/Transportation Committee, formerly the separate Infrastructure and Transportation committees, has been restructured into a single committee that shall include 16 members with the following representation: up to 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 Placer County Department of Public Works), 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

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Districts on an 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. The Community At-Large representatives will be appointed by the RESORT ASSOCIATION and approved by the County Executive Office. The new Committee will be in place by January 2014, and the RESORT ASSOCIATION Bylaws will be amended to reflect the membership change.

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Infrastructure and Transportation committees, shall be reviewed and restructured if necessary by June 30, 2013 following RESORT ASSOCIATION Board and County Executive Office approval. ¶

4) All fund balance from the previous fiscal year and interest on funds earned in the RESORT ASSOCIATION Infrastructure Account shall be applied back to the Infrastructure Account, allocated only to Infrastructure projects and not applied to other activity accounts. All Infrastructure fund balance, including capital project maintenance, shall be tracked annually and clearly labeled as "designated equity" on the face of the draft and audited financial statements. By June 30, 2014, the RESORT ASSOCIATION will work to spend down all designated and undesignated Infrastructure account capital and maintenance funds as invoices are remitted for approved capital and maintenance projects. Starting July 1, 2013, project invoices will be paid by Placer County after receipt of reviewed and approved invoices for approved projects are provided to Placer County on a monthly basis. A year-end accounting of remaining funds held by the RESORT ASSOCIATION will be provided to the COUNTY no later than 30 days following the end of the fiscal year. Expenditure of interest and fund balance in the Infrastructure Account shall be in accordance with the approval process illustrated in Section B. 2). Placer County will provide FY 2012-2013 year end infrastructure or capital maintenance contract balances including applicable interest to the Resort Association by October 1, 2013.

5) Expenditure of Research and Planning funds allocated to the Infrastructure 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 Infrastructure Account as outlined in the TCIMP, and as specified in the annual budget. A list of potential Research and Planning fund activities being considered for FY 2013-2014 is included in the Scope of Work, Attachment A-1. All Legislative Advocacy activities shall be limited to those that are consistent with Placer County plans and policies and will be executed only following notification of and consultation with the County Executive Office.

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6) In ongoing recognition of the need for maintenance of tourist-serving Infrastructure projects envisioned in the Tourism/Community Investment Master Plan, \$150,000 in Infrastructure Account funds be allocated per year to a Maintenance Reserve Account. 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. By October 1, 2013 the RESORT ASSOCIATION will provide Placer County with a recommendation on the total maximum amount needed in the account so that an annual allocation into the account can be made until such time the maximum amount is needed.

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7) 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 projects and programs allocated TOT funds. The contract format shall include a scope of work and progress payment schedule.

C. MARKETING ACCOUNT

- 1) Maximum FY ~~2013-2014~~ TOT expenses for Personnel/Overhead shall not exceed ~~\$765,319~~ and General and Administration TOT expenses shall not exceed ~~\$525,343~~.
- 2) The Marketing Account shall maintain a total 15 percent reserve of the total budgeted expenditures to provide for fluctuations in the Transient Occupancy Tax collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this contract. If 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 Tourism and Community Investment Master Plan goals "conducting more direct marketing and sales in cooperation and coordination with its member businesses and constituents," and consistent with Attachment A, Scope of Work, a Community Marketing program shall allocate \$100,000 toward the development of special projects and programs that promote visitation to communities. Of that total, the Community Marketing program will set aside \$50,000 to be allocated only after consensus recommendation of the RESORT ASSOCIATION'S Business Association-Chamber Collaborative to the North Tahoe Business Association, Tahoe City Downtown Association, West Shore Association, Northstar Village Retailers Association and the Squaw Valley Business Association, based on pre-determined criteria. Attachment D to this Agreement includes the criteria list, as well as monitoring information required to determine ROI. The recommendation must then be approved by a majority vote of the RESORT ASSOCIATION Board of Directors. The remaining \$50,000 balance will be distributed through a similarly-approved Special Events mini-grant process, for which the North Lake Tahoe Chamber of Commerce is an eligible applicant and recipient. The Special Events Task Force will consist of two representatives each from Marketing Committee, Business Association-Chamber Collaborative, one representative from the NLTRA Board of Directors and one representative from the Lodging Committee.
- 4) As identified in the Tourism and Community Investment Master Plan, the RESORT ASSOCIATION and Placer County Executive Office Staff have developed and approved a mutually agreed upon set of Return on Investment indicators from the expenditure of all dollars expended by NLTRA 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 Master Plan, 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 TCIMP, can be "measured, tracked, and evaluated based on ROI." The resultant Marketing Performance Review Document is included as Attachment E to this document. An ROI data and analysis report will be provided to the Placer County Executive Office based on specifications agreed to by the Placer County

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Executive Office as part of the Bi-seasonal Marketing Collateral Reports. The summer report (April-September) is due no later than 45 days following the last day of the first quarter and the winter report (October-March) is due 45 days following the last day of the third quarter. Additionally, the reports shall include analysis of the Conference Sales department, as agreed to by the RESORT ASSOCIATION Board of Directors. The reports shall be archived by the RESORT ASSOCIATION in a format accessible if requested by the general public. Because the RESORT ASSOCIATION has an interest in revising the current reporting format, it will submit a proposal for County Executive Office review in mid-January that will result in a meeting to discuss potential format and deadline amendments.

- 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 will be completed by October 1, 2013.

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- 6) The RESORT ASSOCIATION Board has established a commission structure which charges 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 can only be amended following approval by the COUNTY.
- 7) The RESORT ASSOCIATION will undertake periodic reviews to ensure that all lodging properties and vacation rental firms in Placer County are listed on any and all websites and printed materials and guides that include lodging listings. All web-based listings will 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.
- b) 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 Placer County as part of the RESORT ASSOCIATION'S Year End Report to Placer County.
- c) 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 ASSOCIATION Board of Directors, in accordance with its approved Operating Procedures and Policies document.

D. VISITOR SUPPORT SERVICES/TRANSPORTATION ACCOUNT

1) Maximum FY ~~2013-2014~~ TOT expenses for Personnel/Overhead shall not exceed ~~\$87,012~~ and General and Administration TOT expenses shall not exceed ~~\$62,016~~. Any overages will be reimbursed by NLTRA to the Infrastructure Account held in the COUNTY Treasury.

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2) Expenditure of Research and Planning funds allocated to the Visitor Support Services 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 Visitor Support Services Account as outlined in the TCIMP. A list of potential Research and Planning fund activities being considered for FY ~~2013-2014~~ is included in the Scope of Work, Attachment A1. All Legislative Advocacy activities shall be limited to those that are consistent with Placer County plans and policies and will be executed only following review and approval by the County Executive Office.

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3) Implementation of transit and transportation services and programs shall be limited to the list provided in the Scope of Work, Attachment A-2. Additions or changes to the services provided require a Scope of Work amendment to be approved by the Board of Supervisors.

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4) All new transit services shall be approved by the Board of Supervisors no later than 60 days prior to service implementation.

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5) All Visitor Support/Transportation fund balance from the previous fiscal year and interest on funds earned in the RESORT ASSOCIATION Visitor Support/Transportation Account shall be applied back to the Infrastructure Account. All Visitor Support/Transportation Account fund balance shall be tracked annually and clearly labeled as "designated equity" on the face of the draft and audited financial statements.

6) The Reno Tahoe International Airport Welcome Center shall be for the exclusive purposes of ticket sales and information for the North Lake Tahoe Express airport shuttle, promoting tourism and related businesses in eastern Placer County, and providing courtesy information to the traveling public about the Tahoe/Truckee/Reno area.

7) Visitor Support Services/Transportation Account funds earmarked for services provided or operated by the COUNTY will not be allocated to the RESORT ASSOCIATION. Allocation of Transportation funds for transit and transportation services provided by the COUNTY shall be completed via an internal journal

transfer following written request from DPW following review and approval by the RESORT ASSOCIATION and County Executive Office.

- 8) All transit services funded all, 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 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.

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Deleted: <#>The RESORT ASSOCIATION shall provide \$100,000 to the County Public Works Department to be used for enhanced snow removal services for COUNTY-maintained arterial roads near the Squaw Valley, Alpine Meadows, and Northstar ski resorts. Payment will occur via an internal journal transfer following written request from DPW following review and approval by the RESORT ASSOCIATION and County Executive Office. ¶

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E. PAYMENT SCHEDULE

- 1) Payments shall be made to the RESORT ASSOCIATION as set forth in Attachment B, entitled "Payment Schedule" 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. The Payment Schedule for FY 2013-2014 will begin on September 1, 2013 or upon execution of this agreement. The 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 NLTRA/Placer County budget and overall agreement amount).

- 2) Apportionment to the Infrastructure Account held by the COUNTY will occur at monthly intervals per the Payment Schedule, Attachment B.

- 3) Allocation of funds for all services and projects implemented directly by or under direct contract with the COUNTY shall be conducted via internal journal transfer following recommendation by the RESORT ASSOCIATION Board of Directors and approval by the Board of Supervisors and based on an annual agreement. Journal transfers as described above will be accompanied by electronic written notice to the RESORT ASSOCIATION.

F. POLITICAL CONTRIBUTIONS

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 its own funds, the RESORT ASSOCIATION shall certify upon the request of the COUNTY that all such expenditures are from funds other than those provided by this Agreement.

The RESORT ASSOCIATION shall coordinate its legislative and other advocacy and policy recommendations on issues of local or regional importance with the CEO. The RESORT ASSOCIATION shall create and implement an annual Board-approved legislative platform consistent with Placer County policies, and approved by the County Executive Officer, not later than its September 2013 meeting. To facilitate such coordination, the RESORT ASSOCIATION shall provide and maintain 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 of Placer COUNTY and RESORT ASSOCIATION and the need to represent both organizations' interests in a coordinated manner, the COUNTY of Placer Executive Officer 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. In the event of the CEO finding such a conflict occurs, the CEO shall bring said conflict to the attention of the Executive Committee of the RESORT ASSOCIATION for resolution. Should said conflict not be resolved through such communication, the RESORT ASSOCIATION shall remove said representative at the request of the CEO.

G. RIGHT TO WITHHOLD PROGRESS 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.
- 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 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

A. 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.

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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 Workers' Compensation shall be filed forthwith with the County upon demand.

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 policies 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 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.

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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) 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.

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: _____

Jim Holmes
Chair, Board of Supervisors

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Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

**NORTH LAKE TAHOE RESORT ASSOCIATION,
"RESORT ASSOCIATION"**

By: _____
Phil Gilanfarr, Chairman, Board of Directors
North Lake Tahoe Resort Association

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Date: _____

List of Attachments:

- A- Scope of Work
- A-1- Research & Planning Projects
- A-2- Transportation Programs & Services
- B- Payment Schedule
- C- FY 2013-14 Budget
- D- Community and Special Events Marketing Program Eligibility Criteria
- E- Marketing Performance Review Document
- F- Marketing Reserve Account Policy

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Attachment A



north lake tahoe
Chamber | CVB | Resort Association

North Lake Tahoe Resort Association Scope of Work— FY 2013-2014

On behalf of the members and businesses in the North Lake Tahoe area of Placer County, the North Lake Tahoe Chamber/CVB/Resort Association (NLTRA) values its relationship and partnership with Placer County. Following direction from the Master Plans of 1995 and 2004 as well as the 2011-2016 Strategic Goals, the NLTRA continues to advise the Board of Supervisors on the most effective investment of Transient Occupancy Funds (TOT) collected in the North Lake Tahoe area.

This successful investment strategy, leveraged wherever possible, in critical areas of destination marketing, transportation and infrastructure is essential to keep North Lake Tahoe competitive as a nationally and internationally known destination.

Purpose

The importance of tourism to the economic health of North Lake Tahoe and Placer County has been documented in numerous studies conducted over many years. Accordingly, the adopted mission of the North Lake Tahoe Resort Association is to ***“promote tourism and benefit business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.”***

Based on the Placer County-NLTRA agreement, the services provided by the NLTRA are summarized as follows: the NLTRA shall, *1) provide a full spectrum of management activities for tourism marketing and visitor services for the Placer County businesses of the North Lake Tahoe region; 2) undertake activities to implement in full the NLTRA Master Plans; and, 3) assist with the planning, development and implementation of necessary public infrastructure improvements that benefit the tourism-based economy in the Placer County portion of the North Lake Tahoe region.*

The NLTRA shall implement this Scope of Services through the following functions and expertise.

Tourism Division

2011-16 Strategic Goals – reviews and adopted by NLTRA Board of Directors July, 2012

- Conduct a Sales Department review and strategic plan **DONE**
- Dominate the California market as a destination for alpine and Nordic skiing, biking and paddle sports
- Develop a clear marketing brand for North Lake Tahoe
- Increase TOT by 15%
- Increase occupancy during strike zones by 20% and annual occupancy by 10%
- Grow conference revenue and attendance by 25%

Marketing, Advertising and Promotions, Group & Conference Sales, Leisure Sales, Special Events, Public Relations, Media Relations, Web Site, Social Media

The mission of the Tourism Division 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.”*

The NLTRA Tourism Division continues to implement projects and programs focused on our 2011-2016 strategic goal platforms. For FY 2013-14, fiscal year this includes efforts focused on driving overnight visitation, increasing length of stay, driving visitation and related overnight stays in our identified strike zone periods, increase brand awareness and consumer interaction and a focused effort on our Human Powered Sports initiatives. Additionally, through the NLT Marketing Cooperative, an advertising agency RFP and review process was completed by mid-May 2012 with a new agency, School of Thought selected to lead our consumer and brand marketing efforts. The NLTRA continues to use our adopted **Marketing Performance Reporting Document** which guides the tracking and reporting on Marketing “Return on Investment” (ROI) Indicators. The review of performance helps guide the development of each subsequent marketing plan.

Key Performance Objectives

Increase marketing ROI performance, including total paid clicks to the Web site; total unique visitors to the Web site and percent of lodging referrals to total visits.

- Track cost per visitor to the Web site.
- Increase the number of Web site clicks to lodging properties.
- Develop methodologies to track FY 2013-14 results in increased overnight visitation and length of stay, including during identified strike zone periods.
- Continue to engage in communications with marketing partners, including lodging and attraction suppliers and co-op partners; conduct at least one annual “member and partners” workshop to review marketing strategies, investments and performance indicators and solicit feedback and input.

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The following is a summary of the focus and activities of each department and function within the Tourism Division and Key Performance Objectives for each:

Group/Conference Marketing and Sales

The purpose of this function and program is to increase the number of meetings held each year at North Lake Tahoe and to increase awareness of the region as a premier destination to the national and regional meetings industry. Specifically, the department works to develop group and conference business and provides referral and conversion services. Its efforts are focused in partnership with those properties, large and small, with the ability to book and serve group and conference business and who are members of the NLTRA Conference Program. Department programs consist of an integrated media and marketing plan, trade show schedule, sales missions and familiarization tours (FAMs), and client relations. In FY 2012-13, the Conference Sales program went through a thorough review of its programs and results. This review included participation by the Conference Sales Advisory Committee, the NLTRA Marketing Committee and the NLTRA Board of Directors. The addition of a new sales manager position in December 2011 has begun to bear fruit with increases in both sales leads and booked business.

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Key Performance Objectives

- By 2014, conference revenue and attendance will have grown by 25% area wide over FY 2010-11 baseline.
- Develop a Reunion and Wedding marketing and sales strategy
- Develop, implement and track inbound sports events generated through Sports Marketing efforts and resources.

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Leisure Marketing and Sales

The purpose of this function and program is to increase vacation and leisure travel to North Lake Tahoe. This effort focuses on building regional, national and international tourism business for North Lake Tahoe through a variety of trade shows, familiarization tours, promotional programs, training for travel and reservation agents, and media and public relations. The department targets three distribution channels for the sale of North Lake Tahoe vacations and vacation products: 1) direct to consumer; 2) travel agents; and, 3) tour operators.

The department serves as NLTRA's primary liaison with the cooperative tourism marketing programs available at the state level, in partnership with the California Travel and Tourism Commission (CTTC), an industry advocacy and cooperative marketing organization. These cooperative marketing programs include contracted General Sales Agents (GSAs) in targeted countries. Leisure Sales also coordinates the marketing and sales of the NLTRA's Ski Tahoe North multi-resort interchangeable lift ticket (STN).

Key Performance Objectives

- Host at least two trade FAMs per year, one with a summer focus and one with a winter focus; continue working with the NLTRA's Public Relations team and GSAs to host multiple media FAM trips during the year.

- Increase the number of Leisure Sales site inspections and sales missions promoting North Lake Tahoe by 10 percent.
- Increase North Lake Tahoe product placement in the wholesale and tour operator sales channels.
- Increase awareness and sales of the Ski Tahoe North Interchangeable Lift Ticket (STN)
- Increase awareness and ridership on the North Lake Tahoe Express airport service.
- Increase summer promotion through international GSA offices.

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Special Events, Projects and Promotions

The primary purpose of this department is to support the development, implementation and promotion of special events through available grant funding programs and event support services. The NLTRA Special Events Department will work with the Special Event Grant Allocation Task Force, made up of 2 Marketing Committee members, 2 Business Association and Chamber Collaborative members, 1 Lodging Committee member and 1 NLTRA Board of Directors member, in the facilitation of the Chamber Special Event Grant Program. Special Event staff meets one-on-one with all grantees to describe special events services and support available through the NLTRA. Special Event staff continues to support the Tourism Division's new event development effort and the Community Marketing Grant Program administered by the North Lake Tahoe Business Association and Chamber Collaborative. Promotional responsibilities of the department include coordinating special events with the www.GoTahoeNorth.com web site, and other internet marketing channels.

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Key Performance Objectives

- Fully integrate department expertise with community and resort sponsored and/or produced events.
- Provide technical support and assistance to grantees of the Community Marketing Grant Program, as requested.
- Assist area special events producers in the completion of final event reports, as required, tracking specific measurements to determine ROI of each event.
- Work to develop or recruit a major special event with national and international television coverage, preferably in one of our initiative areas or during one of our strike zones.
- Develop special events plan that analyzes existing events and event management structures and identifies future growth opportunities in all events markets to improve coordination with business association and other event producers, return on investment and consistency with Resort Association goals.
- Position Lake Tahoe as the largest flat water paddle venue in the country through event promotion, participation and acquisition.

Web Site Strategies and Key Performance Objectives

As the main fulfillment channel for all marketing efforts, the GoTahoeNorth.com Web site must be fully leveraged to maximize the promotion of the entire North Lake Tahoe area, while delivering compelling consumer content. Additional refinements in content, navigation, and referral opportunities will continue with the site in FY 2013-14 including

a development of a strategic action plan on the future replacement and launch of a new consumer website.

Various Key Performance Objectives will be tracked and analyzed throughout this process to determine success of this Web Strategies effort.

These include:

1. Total Unique Visitors
2. Cost Per Visitor
3. Percent of Direct and Bookmarked Visitors
4. Number of Repeat Visitors
5. Number of Lodging Referrals
6. Lodging Referrals as a Percent of Total Unique Visitors
7. Search Engine Referrals
8. Organic Search Engine Results

Public and Media Relations

This program focuses on efforts to increase public and media awareness of North Lake Tahoe as a premier year-round travel destination, to generate additional editorial coverage in national and regional publications and communication channels, and to help expand the reach of NLTRA marketing and advertising campaigns. Various media familiarization trips are organized and supported throughout the year, and assistance is provided to writers on assignment. The Public Relations team also: 1) helps support the Media Center on www.GoTahoeNorth.com to make it more useful to members of the media on assignment and/or those researching information about North Lake Tahoe; 2) provides input and support to the NLTRA's Video News Release (VNR) Program, and various other electronic media efforts, to ensure a consistent and accurate depiction of North Lake Tahoe; and, 3) helps provide information regarding the NLTRA and its programs in the local community and surrounding region. FY 2012-13 saw a change in our contracted agency relationship for our public relations efforts with our long time PR firm resigning the account and moving away from the area. Staff worked with our partners in the North Lake Tahoe Marketing Cooperative to assess the region public relations needs and to identify agency and individual contacts capable of moving the North Lake Tahoe message forward. A new PR firm is expected to be in place by the end of the FY 2012-13.

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Key Performance Objectives

- Increase the Advertising Equivalency of public relations efforts.
- Increase reference to, and the exposure of, the www.GoTahoeNorth.com Web site in editorial stories and features about North Lake Tahoe.
- Increase the number of media contacts and press releases downloaded from the GoTahoeNorth.com web site.

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Community Marketing Program

The purpose of the Community Marketing Program is to help coordinate with and support the efforts of the Chamber/NLTRA's community marketing partners, including, but not limited to, improving the marketing and promotion of specific geographic areas

within the region through the **Resorts and Towns of North Lake Tahoe** component of the NLTRA's marketing efforts. Program goals include promoting community economic vitality and hospitality and helping to fund community marketing collateral and related projects, as identified in the NLTRA's adopted **Community Marketing Program Grant Funding Criteria**. The funding criteria are included in Attachment D. An important focus of the Community Marketing Program is to provide funds to local business associations to assist with marketing collateral and/or events that increase the vitality of the various commercial core areas. Consistent with the Placer County/NLTRA agreement, the Community Marketing Program is administered by the North Lake Tahoe Chamber and Business Collaborative, with the final approval of all grant recommendations by the NLTRA Board of Directors.

Key Performance Objectives

- Improve the quality and distribution of "in market" visitor information and achieve greater coordination of advertising and promotional messages with those of the NLTRA in drive and destination markets.

Support for Other Marketing Programs

Annually, by agreement with specific entities, the NLTRA provides financial and technical support as a partner in several regional cooperative marketing programs. These include the North Lake Tahoe Marketing Cooperative, Sierra Ski Marketing Council, Regional Marketing Committee, Placer-Lake Tahoe Film Office, North Tahoe Events Center, and the Placer County Visitor Council's California Welcoming Center.

Visitor Information Services

2011-16 Strategic Goals

- Develop and execute a customer service training strategy
- Assess regional needs for Visitor Information distribution and execute plan
- Increase net promoter scores by 20% over 2011-12 or up to 85

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The purpose of the NLTRA's visitor information function is to provide high quality, comprehensive and convenient information services to welcome visitors to North Lake Tahoe and provide them with helpful information to enhance their stay. This information, and the way in which it is presented, is intended to enhance the North Lake Tahoe experience as will be measured by Net Promoter Scores through visitor intercept research, and encourage longer stays and/or return visitation. The NLTRA employs knowledgeable staff and conducts training as necessary for new or seasonal staff. It is the goal of the NLTRA to continuously improve the quality of its visitor information services and expand the network of opportunities to provide such information. Visitor touch points are: Visitor Information Centers, lodging/property managers, visitor guides, web/mobile, TV/video and interaction with local businesses.

Visitor Information Centers

- Tahoe City

This center is open year-round, providing guests with information concerning North Lake Tahoe. The Center provides referral services for Placer County businesses and gives them an opportunity to display collateral. The Center also provides a variety of public services such as ticket sales for a variety of area special events. The Tahoe City Visitor Information Center moved to a new location during Summer 2012. The expansion of the center allows for a gift shop, sponsorship opportunities, concierge services, library/book shop, local product sales, local gatherings, agency sharing and private business kiosks/displays.

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- Reno
The NLTRA opened a new Visitor Information Center in the Reno Tahoe International Airport in the baggage claim area. The center is open year-round. The center provides North Lake Tahoe visitor and transportation information and is shared with the North Lake Tahoe Express service. The goal of this facility is to increase airport shuttle ridership, reduce TOT subsidy and inform visitors of all North Lake Tahoe has to offer.
- Kings Beach (summer only)
This year, the NLTRA will have a presence at the Kings Beach State Park. A mobile operation utilizing a tent and brochure kiosks will be set up daily and stored in the restroom buildings adjacent to the beach. Staff may also be utilized in the information area for the Kings Beach Commercial Core Improvement Project (KBCCIP) once that office is open.
- Auburn and Truckee California Welcome Centers (displays only)
The NLTRA has created and rents space for North Lake Tahoe specific displays in both locations. Both displays will have racks to distribute the North Lake Tahoe Official Visitor Guide and the Neighborhood map.

Lodging Liaison

- The Information Services Manager is responsible for meeting bi-annually with each lodging property in North Lake Tahoe to inform them of the services/benefits that the NLTRA provides. The Information Services Manager is also responsible for sending lodging properties information concerning events and business opportunities.

Guide/Activity Maps, Web/Mobile, TV/Video and Local Business Outreach

- Official North Lake Tahoe Guide
We produce the Official North Lake Tahoe Visitors Guide in partnership with the Tahoe Quarterly twice annually. This guide is distributed throughout North Lake Tahoe in lodging property guest rooms/vacation homes and Visitor Information Centers. The guide will also be located on GoTahoeNorth.com in a flippable, easy to read version. 50,000 of these seasonal guides are printed and distributed each season, and are sent out as the primary fulfillment piece upon request.
- Maps
The North Lake Tahoe map and Cross Country Ski map continue to be extremely popular with guests and visitors. The maps were both printed in 2012 and have a two year shelf life.

- Web/Mobile
The information on GoTahoeNorth.com is made visitor friendly through the addition of a local transportation widget and making the mobile version more user friendly by appearing differently to in-market visitors. Cards, magnets and window clings with a QR code and our web address are distributed to lodging properties and Chamber members to increase in-market visitation to GoTahoeNorth.com.
- TV/Video
TV and Video are available in the Tahoe City Visitor Center. We have formed a partnership with a local TV and video production company and will be researching the possibility of adding this technology to our Auburn display area.
- Local Businesses Outreach
Local Businesses are being informed of Visitor Information offered by the NLTRA through: a 10-Day Event Calendar distributed weekly to all lodging properties and chamber members, Ski-Reports during the ski season, weekly updates in Biz Bytes and presentations at NLTRA Committee and other Organizational meetings.

Customer Service Training

The Customer Service Training will be made available beginning in June 2013 and will be promoted to North Lake Tahoe businesses twice annually. This will be a free service performed at each business location by members of the NLTRA staff, encouraging friendly, knowledgeable, and resourceful service.

Key Performance Indicators

- Track the number of visitors served (walk-ins, email inquires, and telephone contacts) at the year-round and seasonal Visitor Information Centers; increase the number of visitors served using appropriate strategies as may be available.
- Track Net Promoter Scores with seasonal visitor intercept research.
- Assess opportunities for additional exposure and resource availability through other gateways such as Sacramento airport and California Welcome Centers.
- Increase in-market click-throughs to GoTahoeNorth.com.

Visitor Support Services (Transportation) and Infrastructure Development (Capital Investment Projects)

2011-16 Strategic Goals

- Increase ridership on service and recreational routes by 20%
- Review criteria and priorities for infrastructure projects
- Increase lift into regional airports by 200,000 seats per year with a focus on North and Southeast markets
- Upgrade lodging and commercial environment on the North and West Shore with 3 new or re-developed projects
- Complete all trail systems in the basin including signage for biking, hiking, paddling and Nordic skiing
- Install 50 way-finding signs in the Tahoe basin

The mission of the Visitor Support Services and Infrastructure Development is consistent with the NLTRA Master Plans and 5-year Strategic Goals to *Improve Visitor and Community Infrastructure Facilities & Transportation Services for the Benefit of North Lake Tahoe's Tourism-based Economy*".

In the spring of 2013, the NLTRA completed and adopted the annual update of its **Integrated Infrastructure and Transportation Work Plan** and **Long Range Funding Plan**. The Integrated Work Plan is an "action plan" for FY 2013-14 that includes project priorities, descriptions, lead agencies and identifies project partners. It also estimates funding requirements, suggests time frames for project completion, and quantifies "flexible funding" requests for transit projects. The Long Range Funding Plan is updated as a tool to assist in budgeting, evaluating additional projects that may be proposed, and establishing long-term investment priorities. The *Long Range Funding Plan* adopted this year is for the period 2013-2022.

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Visitor Support Services (Transportation)

The Visitor Support Services allocation provides funding for the NLTRA's contributions to the operation of Placer County's Tahoe Area Regional Transit (TART) system and other visitor serving transit and transportation services in eastern Placer County. NLTRA funds are typically targeted to provide additional or enhanced transit services in the area, including service added during peak periods. A comprehensive list of services expected to be provided this year is included as Attachment A-3.

Transit services provided by operators other than TART to which NLTRA funds are contributed include the North Lake Tahoe Express Airport Shuttle (NLTE), the winter and summer Nightrider services, and the winter ski shuttle to Sugar Bowl/Donner Summit. Both the Express and Nightrider are operated under contract with the Tahoe Transportation District (TTD). Additional transit services initiated during 2012/13 included the North Lake Tahoe Water Shuttle 3-year pilot program and the North Tahoe Free Coordinated Winter Skier Shuttle. Both of these services have been initially been funded as infrastructure projects and contracted through the TTD. The water shuttle will operate for its second year in summer, 2013. It is anticipated that the coordinated ski shuttle program, which requires the major funding to be provided by ski area operators, will also operate during winter, FY 2013-14.

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Visitor Support Services also funds annual peak season traffic management programs. Currently, the NLTRA funds the "Tahoe City Three Lane Program" and a program in partnership with the Town of Truckee at the junction of Hwy. 89 and West River Street in the winter. In summer, funding is provided for traffic management in downtown Tahoe City each Thursday morning (to assist the flow of traffic in and out of the Tahoe City Farmer's Market), and traffic management efforts in downtown Kings Beach on busy Saturdays. Other possible traffic management times will continue to be reviewed. In FY 2012-13 the NLTRA was tasked to undertake an analysis to analyze and determine fair share operational commitments to the North Lake Tahoe Express airport shuttle form non-Placer County jurisdictions and businesses serviced. The

methodologies developed through this process will be analyzed and reported on to the County Executive Office annually, and if requested by the CEO, adjustments made to ensure equity among jurisdictions, if necessary.

The NLTRA facilitated a Transportation Summit in the fall, 2012 to develop a vision and identify next steps for North Lake Tahoe Transportation improvements. The vision is that **“The greater North Lake Tahoe area has a comprehensive, environmentally sensitive transportation system that encourages and supports an enjoyable experience that reduces dependency on the personal automobile.”**

This has led to a region-wide North Tahoe Resort Triangle Transportation Vision Coalition which is reviewing existing service, establishing various transit service scenarios, exploring opportunities for region-wide transit governance and potential funding revenue sources. A second Transportation Summit is anticipated during FY 2013-14 to discuss roles and responsibilities for bringing the vision to fruition.

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Key Performance Objectives

- NLTRA transit service investments continue to result in increased passengers per vehicle service hour for the systems funded all or in part by the NLTRA.
- Improve monitoring and reporting documents for transit services provided by operators to which NLTRA funds are a prime contribution.
- Reduce traffic congestion during peak periods of visitor movement.
- Reduce TOT funding to specific transit services as revenues are generated through ridership fares and/or other funding sources.
- Ensure through annual review that regional transit services, such as the North Lake Tahoe Express airport shuttle, have equitable financial participation from jurisdictions serviced.
- Progress with the region-wide transit vision.

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Infrastructure Development (Capital Investment Projects)

Consistent with the direction and goals of the adopted NLTRA Master Plans, the 5-year Strategic Goals, and the projects specifically listed in the adopted *FY-2013/14 Integrated Infrastructure and Transportation Work Plan*, the NLTRA will continue to initiate, participate as a partner, and monitor and report on the status and progress of projects and programs funded through the Infrastructure Account.

In recognition of the need for maintenance of tourist-serving Infrastructure projects envisioned in the NLTRA Master Plans and 5-year Strategic Goals, the NLTRA will continue establishing a reserve from Infrastructure Account funds to assist in meeting certain maintenance needs. The process for allocation of maintenance funds will be consistent with other Infrastructure Account funds which require application, committee review, and NLTRA Board of Directors approval and concurrence from the Placer CEO.

Comment [j2]: Deleted because this is covered more comprehensively under Administrative goals on Page 13.

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Deleted: FY 2013-14, the NLTRA will complete the process of updating the 1995 and 2004 Master Plans into a 2013 North Lake Tahoe Tourism Development Master Plan. With the renewal of the TOT measure, this Master Plan, with updates through annual work plans, will provide NLTRA direction for the next 10 years.¶¶

Key Performance Objectives

- Achieve measurable progress in the implementation of approved infrastructure projects for which funds have been budgeted in the FY 2013-14 Integrated Work Plan.
- Continue to pursue new projects, as funding allows, that meet the goals, objectives, and criteria of the NLTRA Master Plans and 5-year Strategic Goals.

Research and Planning

Annually, the NLTRA engages in Research and Planning activities that 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 Infrastructure and Transportation projects, or efforts to further implementation of the adopted NLTRA Master Plans and 5-year Strategic Goals. More specific research and planning projects are listed in Attachment A-2.

Resort Association Administration/Management Team

2011-16 Strategic Goals

- Have a comprehensive communication plan through all mediums
- Build trust, confidence and leadership with key partners
- Be a recognized voice of community in all core function areas
- Have a recognized brand message of "Who we are and what we do"
- Be the recognized business leader in the regulatory environment
- Be the recognized business leader for legislative issues impacting tourism
- Take the lead on Economic Development plans that align with tourism development
- Provide advocacy for all project and programs that align with our mission

The NLTRA is established as a 501(c)(4) community based California non-profit public benefit corporation. The function of the NLTRA's administration and management team is to manage the corporation and the full spectrum of Resort Association services and programs operated by the corporation. These include, but are not limited to: consumer marketing and advertising, group/conference marketing and sales, leisure sales, special events, projects and promotions, public and media relations, marketing research and evaluation, visitor information services, visitor support services (transportation), and infrastructure development. NLTRA administration is responsible for managing the company's human resources, accounting and financial services, internal controls, budgets and forecasts, cash flow analysis, capital planning, and the accurate reporting required to support all of the NLTRA's functions and responsibilities. The NLTRA undergoes an annual review of its Financial Statements and an Independent Auditor's Report is prepared by a Certified Public Accountant each year.

The Administration/Management team will be responsible for oversight and execution of various other activities such as legislative advocacy, partnership management, economic development, and review of the Tourism Development Master Plan.

Tahoe Regional Planning Agency

Ensure the newly adopted TRPA Regional Plan Update will stimulate vital business and community investments and avoid inflexible regulations and stifling regulatory programs.

Legislative Advocacy

Key Performance Objectives

- Work with County Executive Officer to insure that NLTRA legislative platform, as needed, allocates expenditures and activities only to those consistent with Placer County policies.
- Continue advocacy efforts to support additional federal and state funding for the adopted Lake Tahoe Environmental Improvement Program (EIP). Such efforts shall include supporting the reauthorization of the federal **Lake Tahoe Restoration Act** (LTRA) as well as EIP investments from the states of California and Nevada.
- Continue advocacy efforts to support maintaining the new source of federal funds for transportation project development in Placer County.
- Continue advocacy efforts to support securing one or more new sources of transit operating funds for North Lake Tahoe.

Maintaining and Developing Partnerships

The NLTRA will continue to use staff time and resources to maintain, enhance and develop new partnerships, so that TOT funds for infrastructure, transportation and marketing projects and programs are leveraged with other funds to the maximum extent possible. For infrastructure and transportation planning projects, this effort involves working with a variety of local, regional, state, and federal agencies to help develop funding and implement projects. For marketing projects and programs, the NLTRA's Tourism Division works with a variety of local, regional, and state partners to develop and deliver leveraged marketing investments and opportunities.

Partnerships with Placer County and Related Agencies

The NLTRA is committed to continuously improving understanding, communications and the productivity of its partnership with Placer County as it benefits the businesses and economic vitality of the North Lake Tahoe region. These include work with the Placer County Executive Office and the Board of Supervisors, Department of Public Works and TART, Placer County Office of Economic Development, Community Development Resources Agency, Public Information, Facilities Services, and Revenue Services, along with the Placer-Lake Tahoe Film Office, Placer County Visitors Council, PlacerArts, and the Placer County Transportation Planning Agency (PCTPA).

Placer County Tourism Development Master Plan Review and Update

Comment [j3]: Deleted because RPU is complete.

Comment [j4]: Deleted because this is addressed sufficiently under Economic Development on Page 13.

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Preparation and Adoption of the TRPA Regional Plan Update for Lake Tahoe and local Placer County Area Plans ¶
 The NLTRA continues its active involvement with efforts by the TRPA to support the Regional Plan Update as adopted in December 2012 and amendments to North Lake Tahoe's Community Plans. This is a planning process with significant ramifications for the North Lake Tahoe Chamber/CVB/Resort Association membership and our many partners, including Placer County

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Specific NLTRA/Chamber Regional Plan Update Activities ¶
Key Performance Objectives ¶
 ¶
 <#>Continue efforts to ensure the newly adopted TRPA Regional Plan Update will stimulate vital business and community investments and avoid inflexible regulations and

Deleted: <#> stifling regulatory programs. Continue to work in cooperation with Placer County and other partners to support economic development goals as they align with the mission as defined in the 2004 Tourism and Community Investment Master Plan and the 1995 Tourism Development Master Plan.¶

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Over the course of the fiscal year, the Resort Association through review by staff and a sub-committee will recommend updates to Placer County's Tourism Development Master Plan. The effort will include a public outreach process that will feed into any final recommendations regarding TDMP revisions by the Resort Association to the Board of Supervisors. The review is likely to include costs for outreach efforts, printing and distribution of the plan.

Economic Development

The NLTRA will continue to work with Placer County Road Map and The Prosperity Center on economic development initiatives that align with the TDMP and Strategic Goals. Some of the areas that are currently in progress are Health and Wellness initiatives that take advantage of the region's active lifestyle and performance sports, creating the ability to have increased broadband/wireless access in all areas of the Tahoe Basin, and developing opportunities for businesses and tourism that promote environmental innovation.



Staff Report Board

Subject: Approval of 2013-14 Agreement between the County of Placer and the North Lake Tahoe Resort Association

From: Sandy Evans Hall through Executive Board

Decision Considerations:

Primary changes to the attached Agreement and Scope of Work are as follows:

- Attachment A-1 (checklist with County) no longer exists. Many items have been incorporated into the overall agreement such as conflict of interest statements, NLTE equity analysis, legislative platform development, etc.
- Amounts greater than \$25,000 expended by the Resort Association or by a 3rd party are subject to RFP, contract, labor laws and scope of work.
- Progress reporting has changed to reflect the approved schedule and metrics and is now included as part of Attachment E.
- Any overages in Personnel/Overhead and General and Administration on the Infrastructure or Transportation accounts will be refunded to the Infrastructure Account held in the County Treasury at the end of the year.
- Changes to the Joint Infrastructure/Transportation Committee are included, there will not be any County appointed seats in the future.
- All designated and undesignated funds in the Infrastructure Capital Account and Maintenance Account held at NLTRA will be spent down as possible over the course of the next year.
- All approved Infrastructure and Transportation project invoices will be paid directly to vendor on a monthly basis rather than reimburse NLTRA on a quarterly basis.
- The NLTRA will recommend a total maximum amount needed in the Maintenance Reserve Account by Oct. 1, 2013.
- All new transit services must be approved by the County B.O.S. a minimum of 60 days before implementation
- All fund balances in Infrastructure and Transportation must be clearly labeled as designated equity as allowed under GAAP
- All transit services that receive TOT funding shall include requirements consistent with applicable state and federal law such as drug testing and ADA accessibility.
- Funding for Marketing Personnel/Overhead allows for additional staff to help with social media and event logistics if approved by marketing committee and board of directors.
- The fund balance for the current fiscal year (2012-13) is not included in the budget (Attachment C) nor the Agreement.
- Final approval is anticipated to take place on June 18, 2013 at the Placer County Board of Supervisors meeting in North Lake Tahoe.

Staff Recommendation: Approve Agreement between the County of Placer and The North Lake Tahoe Resort Association and all attachments.



north lake tahoe
Chamber | CVB | Resort Association

ATTACHMENT E

North Lake Tahoe Resort Association Placer County Reporting and Metrics Schedule

Monthly (commencing March 1, 2013): Provide a copy of Key Impact Metrics to County CEO Office to be distributed to Board of Supervisors and key department supervisors.

Quarterly (commencing February 15, 2013): February, May, August, November): Provide a listing of all Infrastructure and Transportation projects in progress within an Integrated Work Plan spread sheet, an updated cash flow projection for Infrastructure/Transportation projects, a reconciliation of funds held by county and a request for reimbursement of funds for expenses of prior quarter to County CEO Office; Quarterly Financial Statements.

Semi-Annually (November/May): Provide a report of the prior season marketing and promotion expenditures and metrics to County CEO Office to be distributed to Board of Supervisors (see format on following pages); Provide One-Sheets on enhanced transportation services to include North Lake Tahoe Express, Water Shuttle, Skier Shuttle, Night Rider.

Annually: Provide presentation to the Board of Supervisors on the strategic goals of the organization (October), marketing strategies (January/July), and Integrated Work Plan for Infrastructure and Transportation projects (May). Also provide Scope of Work aligned with strategic goals and metrics by April 30.

Attachment E, Continued

**Marketing Department
Performance Measurement Document**

Leisure Advertising

Current Period Prior Period

Advertising/Promotions/Media

Oct - March 13-14 Oct - March 12-13

Leisure Coop Budget Amount
 Direct Paid Media Dollars
 Added Value Media
 Coop Programs Investment (NLT Coop)
Gross Media Impressions

Response/Inquires

Oct - March 13-14 Oct - March 12-13

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

Oct - March 13-14 Oct - March 12-13

 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

GTN Geographic Breakdown

Top five cities and percent of total visitors

Oct - March 13-14 Oct - March 12-13

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

Total Public Relations Spend

Oct - March 13-14 Oct - March 12-13

Media Trade Shows

Number of trade shows attended
 Number of appointments
 Number of qualified media in attendance

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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. National
 Domestic vs. International
 Percent of LA
 Percent of Northern CA

Number of Impressions

Advertising Equivalency

Number of bookings
 Booked room nights
 Booked attendance
 Booked Room Revenue

Lost Business

Number of lost opportunities
 Lost room nights
 Lost attendance

Oct - March 13-14	Oct - March 12-13

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

Travel Trade/Sales

Total Travel Trade Spend

Oct - March 13-14	Oct - March 12-13

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 Pages with Domestic Suppliers
 Number of NLTRA Pages with International Suppliers
 Number of Properties Featured on Domestic Websites
 Number of Properties Featured on International Websites
