

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

THIS AGREEMENT MADE AND ENTERED INTO THIS 27th DAY OF JUNE, 2017 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 plans, the *North Lake Tahoe Tourism and Community Investment Master Plan*, approved by the Placer County Board of Supervisors on July 26, 2004; and the *2015 North Lake Tahoe Tourism Master Plan*, approved by the Placer County Board of Supervisors on October 20, 2015 and,

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 North Lake Tahoe, California, and is willing to perform certain services for the COUNTY to implement the *2015 North Lake Tahoe Tourism Master Plan*, and,

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 administrative and management activities for tourism marketing and visitor services for the Placer County portion of the North Lake Tahoe region. These services at times may include cooperative regional marketing, transportation and visitor services efforts. Any regional marketing, transportation and visitor services efforts shall not result in a competitive benefit to participating external jurisdictions; 2) undertake its activities to assist COUNTY in implementing the *2015 North Lake Tahoe Tourism Master Plan* (2015 TMP).

The Scope of Work may be amended only upon written approval between the RESORT ASSOCIATION and the County Executive Office; 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 and Committee meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. No later than 48 hours prior to the time of a meeting of the Board or Committee, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community, and to the RESORT ASSOCIATION'S website. Available agenda packet support materials shall also be posted to the RESORT ASSOCIATION's website no later than 48 hours prior to the time of a meeting of a RESORT ASSOCIATION Board or Committee. Any agenda packet support materials provided to the Board or Committee after the posting deadline shall be posted to the RESORT ASSOCIATION's website within one (1) business day following conclusion of the meeting. The public shall be given an opportunity to attend each Board and Committee meeting and to directly address the Board or Committee 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.
- D. The RESORT ASSOCIATION shall maintain and provide to COUNTY 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 between the COUNTY and RESORT ASSOCIATION and the need to represent both organizations' interests in a coordinated manner, the County Executive Office 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. Should the County Executive Office find such a conflict occurs, the County Executive Office shall bring said conflict to the attention of the Executive Committee of the RESORT ASSOCIATION for resolution and the RESORT ASSOCIATION shall within fifteen (15) business days communicate all resolution measures undertaken to the County Executive Office. Should, in the sole judgment of the County Executive Office, the conflict not be resolved through such resolution measures, the RESORT ASSOCIATION shall remove said representative at the request of the County Executive Office.
- E. To the extent the RESORT ASSOCIATION or any third party under grant or contract from the RESORT ASSOCIATION expends TOT for any project, program, service and/or support in any amount greater than \$25,000, the RESORT ASSOCIATION shall utilize and require any third party contractors, sub-contractors, grantees and/or sub-grantees to utilize a competitive bidding or procurement process. The \$25,000 threshold may not be avoided by artificially splitting or breaking up contracts into lesser agreements, or entering into a series of agreements for sums below the \$25,000 threshold. Should it be found that any project, program, service and/or support that was

originally anticipated to cost less than \$25,000, will in total aggregate value exceed \$25,000, the contract for such project, program, service and/or support shall be reviewed by the RESORT ASSOCIATION Board of Directors, who shall determine if a competitive bidding or procurement process shall be utilized for the amount of the expense in excess of \$25,000 or if an exception from the competitive bidding/procurement policy is reasonably necessary to avoid interruption in RESORT ASSOCIATION's ability to comply with this Agreement and Scope of Work. This process is intended to ensure that the work is awarded in an impartial manner to the most responsive and best qualified contractor and to make certain that the projects, programs, services and/or support are accomplished in a cost-effective manner. This provision is not applicable to RESORT ASSOCIATION's membership in the Reno Air Service Corporation (RASC) or the Sierra Ski Marketing Council (SSMC). This provision is also not applicable when the project, program, service and/or support is being provided directly by a governmental entity or non-profit public benefit corporation that does not compete with other potential service providers, however, if the governmental entity or non-profit public benefit corporation sub-contracts any portion of the project, program, service and/or support in an amount greater than \$25,000 to a third-party entity, a competitive bidding or procurement process shall be utilized for that portion of the project. Should a project, program, service and/or support not be available through a competitive bidding process, RESORT ASSOCIATION and/or any third-party contractor, sub-contractor or grantee shall include sole-source justification documentation or other documentation substantiating that the project, program, service and/or support was not able to be competitively bid and such documentation shall be attached to the contract(s) for any such project, program, service and/or support.

A copy of all contracts for projects, programs, services and/or support in any amount greater than \$25,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract and shall be accompanied by documentation verifying that the competitive bidding or procurement process as required by this Agreement was utilized and/or will be utilized by any third party under grant or contract to provide the project, program, service and/or support.

- F. All projects, programs, services and/or 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 phased projects and programs. A copy of all contracts for projects, programs, services and/or support in any amount greater than \$10,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract.
- G. RESORT ASSOCIATION staff shall within 10 (10) calendar days notify and provide supporting documentation in writing to the Board of Directors for any unbudgeted project, program, service and/or support expense of \$2,500 or greater.
- H. The RESORT ASSOCIATION shall maintain updated bylaws that reflect current Board composition and committee structures.
- I. The RESORT ASSOCIATION shall coordinate its legislative and other advocacy recommendations on issues of local or regional importance with the County Executive Office and shall undertake any legislative advocacy activities only following notification of and approval by the County Executive Office. The RESORT ASSOCIATION Board of

Directors shall adopt a legislative platform consistent with Placer County policies, and approved by the County Executive Office, not later than their February meeting of each year.

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 funding from sources other than the COUNTY, the RESORT ASSOCIATION shall notify the COUNTY accordingly and shall certify in writing upon the request of the COUNTY that all such expenditures are from funds other than those provided by this Agreement.

- J. The RESORT ASSOCIATION shall keep separate, complete and accurate financial records of all Transient Occupancy (TOT) funds allocated to the Resort Association and the expenditure thereof.
- K. The RESORT ASSOCIATION shall maintain accurate records of the actions taken by Resort Association Committees and Board of Directors. Such records shall be posted to the Resort Association's website.

3. TERM AND TIME OF COMPLETION

The term of this Agreement is from July 1, 2017 through July 31, 2017. A long term contract is expected to occur no later than July 25, 2017 for review and approval by the Board of Supervisors.

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 to the COUNTY as identified in Attachment B of this Agreement (Progress and Performance Reporting Schedule). Financial reports and schedules included in the regular progress reports shall be specific to TOT funds and expenses. Upon receipt of any progress report, the COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be provided to the COUNTY in writing within fifteen (15) business days of any such request.

- annual*
- B. The RESORT ASSOCIATION shall have an *annual* audit of assets and liabilities performed and shall provide the same to the COUNTY within thirty (30) calendar days of its completion. Such audit shall include a TOT Budget to Actual Schedule as supplemental information in the audit report. RESORT ASSOCIATION shall utilize a competitive bidding process to secure the services of the audit firm which is to perform the annual audit and shall include the County Executive Officer or his/her designee on the panel that reviews proposals received as a result of such competitive bidding process and selects the audit firm to perform the audit. The term of contract with the audit firm, including any extensions, shall not exceed five (5) years in duration. 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.
- C. RESORT ASSOCIATION shall submit each written Progress Report required under this Agreement directly to the County Executive Office in both electronic and hard copy. To the extent that any of the Progress Reports required by this Agreement may also be provided to the Board of Directors and/or Committees of the RESORT ASSOCIATION as a part of a meeting packet or other correspondence and the County Executive Office may be included in the distribution thereof, such distribution shall not constitute submission of the Progress Report to the County Executive Office for purposes of satisfying the provisions of this Agreement. All Progress Reports required under this Agreement shall be archived by the RESORT ASSOCIATION in a format readily accessible if requested by the COUNTY or the general public.

5. COMPENSATION

A. MAXIMUM LIMIT

- 462,199*
- 1) The RESORT ASSOCIATION'S total compensation is ~~\$458,832~~ as set forth on Attachment C) and shall be the maximum total compensation paid from the COUNTY to the RESORT ASSOCIATION for the services outlined in the attached Scope of Work (Attachment A) and budget (Attachment C). Costs for services, programs and/or projects provided by the COUNTY shall be paid either through a journal transfer process or direct disbursement from COUNTY to its contract service provider(s). Such payment shall be on July 1, 2017. 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 shall be paid only from the monies identified for each specific purpose, and within the budget limit set forth above.
- 2) The total compensation amount reflects the amount approved in the Board of Supervisors Budget for that fiscal year.
- 3) COUNTY and RESORT ASSOCIATION agree that, to the extent possible, COUNTY Tourism Services provided by Placer County which are funded from the Tahoe TOT budget will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.

B. CAPITAL IMPROVEMENTS ACCOUNT

Maximum TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$8,245 and General and Administration TOT expenses shall not exceed \$4,419. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of audited financial statement, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury. 4,814

C. MARKETING ACCOUNT

Maximum FY 2016-17 TOT expenses for Personnel/Overhead shall not exceed \$65,457 and General and Administration TOT expenses shall not exceed \$38,484. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of the FY 2016-17 July 2017 audited financial statement, to include July 2017, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

- 1) In order to track progress and completion of tasks associated with projects and programs implemented with Transient Occupancy Tax (TOT) funds, the RESORT ASSOCIATION will utilize a contract format for all Marketing Account projects, programs and/or services that are allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule.
- 2) In each fiscal year, the Marketing Account shall maintain a total ten (10) percent reserve of the average of the three prior fiscal years total budgeted Marketing Account expenditures to provide for fluctuations in the TOT collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this Agreement. If Marketing Account 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) The RESORT ASSOCIATION Board has established a commission structure which charges fifteen (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 may only be amended following approval by the COUNTY.
- 4) The RESORT ASSOCIATION shall undertake periodic reviews to ensure that all lodging properties and vacation rental firms in eastern Placer County are listed on any and all websites, printed materials and guides that include lodging listings and which are paid for, all or in part, with TOT funds. All web-based listings shall include direct links to property or firm websites when available.
- 5) 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. RESORT ASSOCIATION shall ensure that TOT funds contributed by it to the North Lake Tahoe Marketing Cooperative will be expended in accordance with Section 2. E. of this Agreement. RESORT ASSOCIATION shall ensure that prior to the North Lake Tahoe Marketing Cooperative's execution of any contract which will result in the expenditure of \$25,000 or more of Placer County TOT funds, the RESORT ASSOCIATION's Board of Directors shall have opportunity to review the contract and provide written comments to the North Lake Tahoe Marketing Cooperative through its appointed representation on the Cooperative Marketing Committee of the North Lake Tahoe Marketing Cooperative. RESORT ASSOCIATION shall ensure that all contracts for services and/or support executed by the North Lake Tahoe Marketing Cooperative that result in the expenditure of \$10,000 or more of Placer County TOT funds will be accompanied by a scope of work and that a copy of the contract will be provided to the RESORT ASSOCIATION. Within fifteen (15) days business days of receipt of the contract, RESORT ASSOCIATION shall provide a copy to COUNTY.
- b) The RESORT ASSOCIATION shall provide a detailed separate accounting of the expenditures of the Cooperative to the COUNTY by July 15, 2017. Such accounting shall include a list of any expense of the Cooperative funded with Placer County TOT, the amount of the expense and the vendor to which the amount was paid. Such accounting shall be submitted both electronically and in hard copy to the County Executive Office
- c) 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 COUNTY as part of the RESORT ASSOCIATION'S Final Report to COUNTY due 30 days after the end of the contract term
- d) 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. TRANSPORTATION ACCOUNT

- 1) Maximum July 2017 TOT expenses for Personnel/Overhead shall not exceed \$8,245 \$ and General and Administration TOT expenses shall not exceed \$4,407. 4826
Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of audited financial statement, , be reimbursed by RESORT ASSOCIATION to the

COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

E. PAYMENT SCHEDULE

- 1) Payments shall be made to the RESORT ASSOCIATION on July 1, 2017 as set forth in Attachment C, for the term of this Agreement, predicated on the ongoing fulfillment of the terms of this Agreement.
- 2) Allocation of funds for all services and projects approved by the RESORT ASSOCIATION Board of Directors and the Board of Supervisors and which are to be implemented directly by or under direct contract with the COUNTY shall be conducted via internal journal transfer or disbursement directly by the COUNTY. Journal transfers as described above shall be accompanied by electronic written notice to the RESORT ASSOCIATION.

G. RIGHT TO WITHHOLD 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.
 - d) Fails to provide, upon request, adequate documentation to COUNTY validating that any contract expense has been incurred in accordance with the terms of this Agreement.
- 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, within a reasonable timeframe, 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

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.

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 SUBCONTRACTORS Workers' Compensation shall be provided by RESORT ASSOCIATION to the COUNTY prior to any SUBCONTRACTOR commencing work.

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 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"

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.

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.

II. CANCELLATION

This Agreement may be canceled by COUNTY or RESORT ASSOCIATION upon the giving of ninety (90) calendar 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 within thirty (30) business days of the date of cancellation.

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: _____
Jennifer Montgomery
Chair, Board of Supervisors

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

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

By: _____
Adam Wilson, Chairman, Board of Directors
North Lake Tahoe Resort Association

Date: _____

List of Attachments:

- A- RESORT ASSOCIATION Scope of Work
- B- RESORT ASSOCIATION Reporting Metrics and Schedule
- C- July 2017 Lake Tahoe Transient Occupancy Tax Budget

ATTACHMENT A – North Lake Tahoe Resort Association Scope of Work for July 1, 2017 – July 31, 2017

The North Lake Tahoe Resort Association (Resort Association) will provide services in accordance with the provisions and requirements specified in the scope of work in order to assist the County in meeting its objectives as identified in the 2015 Tourism Master Plan. Services will include:

1. Organization Management and Administration
2. Destination Marketing Programs
3. Tourism Master Plan Support and Implementation
4. Research and Planning

ORGANIZATION MANAGEMENT AND ADMINISTRATION

Manage the corporation and oversee services and programs operated by the corporation.


Tasks:

- Ensure compliance with all provisions and requirements of the Agreement between Placer County and the Resort Association
- Assist with CEO transition

DESTINATION MARKETING PROGRAMS

Develop and execute comprehensive marketing, advertising and promotion programs to maximize the exposure and promotion of eastern Placer County as the premier international mountain resort destination in the United States.

Marketing Plan

Begin development of annual marketing plan targeted to audiences located either permanently or temporarily outside of the eastern Placer County region. 

Plan Objectives:

1. Increase prospective visitor awareness of the amenities offered in the region
2. Drive visitation to the mountain resort communities during the summer
3. Increase visitation to the destination during mid-week and strike zone time periods
4. Increase average length of stay per visitor and total number of visitors arriving by air

Performance Indicators:

- Increase travelers arriving by air by 3% as compared to July 2016
- Increase midweek occupancy in July by 2% over July 2016 with lodging barometer information.
- One page marketing plan outline to be developed in partnership with the Marketing Coop.

The Marketing Plan outline should also include the following tasks:

a) Public / Media Relations

Tasks:

- Increase public and media awareness of eastern Placer County as a premier year-round active and family travel destination
- Generate positive editorial coverage in national, regional and international publications and communications channels
- Conduct domestic and international media familiarization trips
- Provide assistance to journalists on assignment in eastern Placer County
- Frequently update content for the media center and blog on GoTahoeNorth.com
- Remain up to date on consumer travel trends to revise and update media relations plan as needed and appropriate

b) Social Media

Tasks:

- Utilize social media to increase public awareness of eastern Placer County
- Increase followers and engage viral community

c) Website - As the main fulfillment channel for all consumer marketing efforts, GoTahoeNorth.com must contain compelling content and be fully leveraged to maximize promotion of North Lake Tahoe.

Tasks:

- Regularly update GoTahoeNorth.com with content designed to engage travelers and inspire year-round and mid-week visitation to eastern Placer County ?
- Include information that a visitor would need to book a trip to eastern Placer County ? and find information to enhance their visit while in market

1) Conference Sales

The program shall include a focus on increasing awareness in the national and regional meetings industry of eastern Placer County as a premier meeting, conference and events destination.

Tasks:

- Promote eastern Placer County at industry trade shows and events
- Conduct sales missions, site inspections and familiarization tours (FAMs)
- Conduct in market customer events in strategic markets (SF, Sacramento, Chicago, Washington DC)
- Establish and maintain relationships with meeting planners, event coordinators and other travel professionals that are responsible for selecting destinations for future programs
- Increase awareness in southeastern United States (Florida, Georgia, Tennessee)

Performance Indicators:

- Generate 20 group leads
- Increase total revenue booked in July 2017 by 50% over revenue booked in July, 2016

2) Leisure Sales

The program shall focus on building regional, national and international tourism business for eastern Placer County through a variety of trade shows, familiarization tours, promotional programs and training for travel/reservation agents.

Tasks:

- Utilize multiple distribution channels for the sale of eastern Placer County vacations and vacation products, including: 1) on-line travel agents (OTA's); 2) travel agent consortiums; and, 3) domestic and international tour operators.
- Serve as the primary liaison to the cooperative tourism marketing programs available at the state level, including partnership with, but not limited to Visit California, Travel Nevada and the High Sierra Visitor Council
- Serve as the primary liaison to Visit California's General Sales Agents (GSAs) in international markets as identified as priorities for development.
- Plan and host a travel trade FAMs with a summer focus
- In conjunction with North Lake Tahoe's Public Relations team and with GSAs, host media FAM trips
- Strengthen relationships with international offices to drive tourism year round and mid-week during winter and summer seasons
- Standardize webinar trainings to increase both international and domestic availability for sales trainings focusing on mid-week stays
- Monitor brochure information and online information to ensure year round messaging
- Increase activity product placement in order to generate more incentive for long term visitation with inclusion in activity itineraries

Performance Indicators

- Conduct one Leisure Sales site inspection or sales mission promoting "North Lake Tahoe" for the benefit of eastern Placer County
- Complete one travel trade FAM with summer focus

3) Special Event Sponsorship

Focus on attracting events within the identified strike zones and with a nexus to initiative areas, including developing eastern Placer County's reputation as a premier destination for Human Powered Sports and assist in the communications of the local impacts of each event.

Tasks:

- Execute and manage contracts for all Placer County and Resort Association sponsored special events, ensuring all promotional benefits are received
- Coordinate with event producers to insure necessary permits are submitted at least 90 days prior to event date for all Placer County/Resort Association sponsored special events
- Assist event producers in completion of final event report including tracking measurements necessary to determine an event ROI for all sponsored special events
- Assist in facilitating event surveys during the 2017 summer season
- Develop and execute a visitor information booth at regional events
- Administer, oversee and execute the Special Event Partnership Funding program
- Insure local districts and public service agencies are notified of sponsored special events
- Create and distribute a toolkit for event producers including local and regional media information, North Lake Tahoe social handles and hashtags, and destination information
- Develop and manage a centralized media resource library
- Communicate with regional event producers to ensure events are uploaded to the Special Events Calendar on GoTahoeNorth.com
- Increase regional awareness of Business Association and Chamber Collaborative in- market campaigns

Performance Indicators

- Preliminary plan for a one day regional event producer educational conference
- Summary of sponsored events in May with ROI including report on event attendance, overnight stays, media exposure The event partnership agreements allow for 60 days to provide information so we would not have information on July events until end of September

4) Visitor Information Services

Provide comprehensive information to visitors to eastern Placer County that serves to enhance the visitor experience and encourage longer stays and/or return visitation.

Tasks:

- Develop, publish and distribute the bi-annual North Lake Tahoe Official Visitor Guide
- Update, publish and distribute North Lake Tahoe Neighborhood Maps
- Operate the year-round Tahoe City Visitors Center, which shall provide guests with information concerning North Lake Tahoe businesses, attractions, events and activities
- Operate the summer-season (beginning July 4th weekend) Visitor Center at Kings Beach State Recreation Area, which shall provide visitors with information concerning North Lake Tahoe businesses, attractions, events and activities

- Maintain an information kiosk in the Reno Sparks Convention and Visitor Authority Visitor Center in Downtown Reno
- Ensure information racks at the Reno-Tahoe International Airport are stocked at all times with materials promoting North Lake Tahoe
- Work the lodging properties located in eastern Placer County to inform them of the services and benefits provided by the Resort Association ?OK
- Regularly distribute information concerning events and business opportunities to lodging operators and other local businesses
- Distribute the customer service training video for staff of local businesses. The training video shall provide local business employees with knowledge of the destination to enhance the visitor experience and encourage repeat visitation
- Implement the 2015 Gateway Assessment recommendations included in visitor center program budget

Performance Indicators

- Increase visitors served in visitor information centers by 2% over July 2016

TOURSIM MASTER PLAN: CAPITAL PROJECTS AND TRANSPORTATION

Tasks:

- Identify the status of on-going projects, and any updates to the projects and service priorities as identified in the 2015 Tourism Master Plan
- Finalize all existing projects, delegating any remaining contract management to Placer County, reconciling all accounts and transitioning all documents to Placer County
- Support transportation initiatives for eastern Placer County by serving on the Boards of Placer County Transportation Planning Agency, Tahoe Transportation District and Truckee North Tahoe Transportation Management Association

Performance Indicators

- All capital project contracts transferred from Resort Association to Placer County
- Attendance at TTD, TMA and PCTPA meetings
- Completion of traffic management contracts
- Submit report summarizing status of ongoing projects and Tourism Master Plan Implementation by Tier

RESEARCH AND PLANNING:

Tasks:

Manage Dean Runyon contract to complete report on the Economic Significance of Tourism, no later than October 31, 2017 per contract with Dean Runyon

ATTACHMENT B- PROGRESS AND PERFORMANCE REPORTING SCHEDULE

FREQUENCY	REPORT/ PRESENTATION	DESCRIPTION	DUE DATE
Monthly	Key Impact Metrics Report	Reporting of key data for prior month	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Monthly	Account Transaction Detail Report	Reporting of prior month contract expenses	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Monthly	Monthly Financial Statements	Including contract Budget to Actual Schedule; expenditure reports, Marketing Cooperative expense report (direct and program)	48 hours prior to Finance Committee meeting time
Final Report	Progress report measuring Key Performance Indicators as identified in the Scope of Work, Attachment A.	The progress should follow the format and outline provided in Attachment A.	Within 30 days of contract term
Final Report	Month-End Organizational Performance Report	All Performance Indicators in Scope of Work and Attachment B; Conference Sales and Equity Analysis; Tourism Master Plan Performance Report	Within 30 days of contract term

NLTRA
JULY 2017 TAHOE TOT BUDGET- Final
ATTACHMENT C

MARKETING and VISITOR INFORMATION	PROPOSED	TRANSPORTATION SERVICES	PROPOSED	TAHOE CAPITAL IMPROVEMENTS	PROPOSED		PROPOSED
	7/1/2017 - 7/31/2017		7/1/2017 - July 31, 2017		7/1/2017 - July 31, 2017	TOTAL CONTRACT	7/1/2017 - July 31, 2017
RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:	
Personnel/Overhead Cap - Direct Costs	65,457	Personnel/Overhead Cap - Direct Costs	8,245	Personnel/Overhead Cap- Direct Costs	8,245	Personnel/Overhead Cap - Direct Costs*	81,947
G+A Cap - Indirect Costs	41,037	G+A Cap - Indirect Costs	4,826	G+A Cap - Indirect Costs	4,814	G+A Cap - Indirect Costs	50,677
		Research & Planning	375	Research & Planning	375	Research and Planning	750
Direct Marketing/Programs	328,825					Direct Marketing/Programs	328,825
						Community Marketing Fund	0
						Special Events Marketing Fund	0
						Memberships	0
		Traffic Management				Traffic Management	0
TOTAL - RESORT ASSOC CONTRACT	435,319	TOTAL - RESORT ASSOC CONTRACT	13,446	TOTAL - RESORT ASSOC CONTRACT	13,434	TOTAL - RESORT ASSOC CONTRACT	462,199

Scope of Services/Contract:
Proposal for: North Lake Tahoe Resort Association

SCOPE OF SERVICES/CONTRACT:

Professional Consulting Services, Strategic Planning and Operational Oversight for the North Lake Tahoe Resort Association CEO/Tourism Director Transition

Initial TimeLine: 12 Weeks: Projected June 12th, 2017 through August 31st, 2017

Submitted To:

Adam Wilson, NLTRA Board Chair

APWilson@vailresorts.com

Office: 530-562-8034

Submitted By:

Andy Chapman

Andy@GoTahoe.com;

Cell: 530-448-9992

Office: 775-832-1612

PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between the North Lake Tahoe Resort Association (NLTRA) and Andrew Chapman (Contractor), effective upon execution. NLTRA hereby engages Contractor to perform the Services described below, and Contractor agrees to perform the Services for the compensation set forth below under the terms and timeframes outlined below.

INTRODUCTION

The NLTRA board of Directors are currently in the process of hiring a new President/CEO due to the resignation of Sandy Evans Hall effective June 30th, 2017. This effort has been ongoing and could result in a decision that may bring a new CEO to the organization by the end of June. Additionally, the NLTRA's Tourism Director has rendered his resignation effective May 31st, 2017. These events will allow the NLTRA Board of Directors and the new CEO the opportunity to review the overall operation of the organization and determine the appropriate next steps in hiring any new staffing.

However, in the short-term, the NLTRA organization will need to continue to operate at the high-level it is accustomed to. With that in mind, there is strong interest in supporting the NLTRA's operations and marketing functions to maintain a solid foundation during this time of change. It is equally important for the NLT Marketing Cooperative efforts to continue without pause and the investments both partner organizations have committed are not compromised.

This proposed Scope of Work contemplates the NLTRA hire Contractor to provide professional consulting and other services and procedures outlined below and discussed with NLTRA board chair. These services include but are not limited to the operational oversight of the North Lake Tahoe Marketing Cooperative administrative duties, NLTRA marketing staff oversight and direction, NLTRA board and committee assistance and newly hired staff transition on-boarding process and procedures.

GENERAL SCOPE OF ANTICIPATED SERVICES & WORK TASKS

North Lake Tahoe Resort Association Duties

1. Management, professional guidance and direction of identified NLTRA staff, including NLT Coop departmental staff, event and marketing administration staff
2. Assist in finalization of NLTRA FYE 2016/17 Budget
3. Review and approval of NLTRA marketing related invoices for finance department process
4. Development, implantation and execution of FY 2017/18 NLTRA Tourism Budget
5. Provide short-term and long-term on-boarding resources to new CEO during transition period
6. Provide aid and participation to new CEO on Tourism Director search and hiring procedure
7. Provide short-term and long-term on-boarding resources to new Tourism Director during transition period
8. Preparation and management of NLTRA Marketing Committee Meetings
9. NLTRA Board meeting preparation and participation as necessary
10. Assistance and oversight on monthly, quarterly and year-end report preparation, submittal and presentation for NLTRA Committee, Board and County
11. Other duties as agreed by Parties

North Lake Tahoe Marketing Cooperative Duties

1. Implementation of Coop Administrative duties as outlined in the NLT Coop Agreement
2. NLT Coop vendor management and oversight including consumer marketing agency, media buying firm, communications agency and website content and maintenance contractors
3. Development and implementation of new accounting procedures for all NLT Coop vendor payments with assistance and input with NLTRA's accounting department
4. Finalization and oversight of 2016/17 Budget Reforecast
5. Review and approval of NNLT Coop invoices for finance department process and payment
6. Finalization of FYE 2016/17 Budget
7. Development of FY 2017/18 NLT Coop Budget with departmental input
8. Facilitate NLT Coop committee meetings and business functions
9. Finalize Public Relations RFP process with scope of work negotiations and final contract negotiations
10. Finalize International RFP process with scope of work negotiations and final contract negotiations
11. Oversight and management of NLT Coop departmental staff
12. Other duties as agreed by Parties

BUDGET

NLTRA agrees to pay Contractor \$125/hour for 10-15 hours per week of professional consulting services for the contracted period of signed agreement (Industry standard for consulting services in the region range from \$100 - \$150/hour. Contractor can supply specific instances if needed).

TERMS OF AGREEMENT

- A. **Term of Agreement.** This agreement is effective upon execution, and shall continue in effect for Twelve (12) weeks unless extended by both parties.
- B. **Termination of Agreement.** Either party may terminate this Agreement immediately for cause, or otherwise upon 30 days written notice to the other party. NLTRA shall not be liable for any services or expenses incurred after the 30-day notice period.
- C. **Compensation for Professional Services.** In consideration for satisfactory services performed pursuant to this Agreement, the Contractor shall be compensated at a rate of \$125/hour for 10-15 hours per week of contracted period.
- D. **Invoice Requirements.** Contractor shall keep accurate records of all time expended on scope of work tasks, as well as approved expenses incurred in performing the services hereunder. Contractor shall invoice to:
Al Priester, Director of Finance/HR
North Lake Tahoe Resort Association
PO Box 5459
Tahoe City, CA 96145

Each invoice shall provide the following information:

- 1) Name of Payee and Payee's address;
- 2) Date submitted and period covered by the invoice;
- 3) Dates of work, number of hours worked on each date along with total number of hours worked during the period covered by the invoice; and

4) Approved expenses incurred during the period covered by the invoice

E. Payment Provisions. Upon receipt of each invoice, NLTRA shall promptly review the invoice for accuracy, compliance with this agreement, and satisfactory completion of the work reflected herein. Contractor's invoices are payable upon approval by the NLTRA, and payment shall be remitted within 15 calendar days of receipt by NLTRA. Payment shall be remitted to:

Andrew Chapman
1012 Forest Mountain Road
South Lake Tahoe CA 96150

F. Independent Contractor Conditions. It is understood that the Contractor is not an employee of the NLTRA, that NLTRA will not provide the Contractor with worker's compensation, and that the Contractor is responsible for the Contractor's own taxes, including, but not limited to, Federal and State income taxes, Social Security, unemployment, disability taxes, and any other insurance or taxes required as an independent contractor.

G. Confidentiality. The Contractor understands that all documents and information obtained by the Contractor in connection with this Agreement are to be treated as confidential. Other than as is necessary to carry out this Agreement or established work product of the NLT Coop, the Contractor shall not discuss, either orally or in writing, with any person outside of the NLTRA, any documents or information developed or obtained as a result of work performed in connection with this Agreement without the prior written approval from the NLTRA.

H. Indemnification. The Contractor shall hold harmless and indemnify NLTRA against any and all losses, costs, damages, claims, expenses or other liability whatsoever, rising out of or connected with, the Contractor's work or services under this Agreement, including, without limitation, any accident or injury to any person or property.

I. Amendments. Any modification of this Agreement shall be made only by written amendment, signed by each of the Parties.

SIGNATURES

North Lake Tahoe Resort Association

By: _____

Name: _____

Title: _____

Date: _____

North Lake Tahoe Resort Association
PO Box 5459
Tahoe City CA 96145

Andrew Chapman

By: _____

Name: _____

Title: _____

Date: _____

Andrew Chapman
1012 Forest Mountain Road
South Lake Tahoe CA 96150