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**Wednesday, June 28, 2017 at 8:30 a.m.**

**NLTRA Conference Room or Conference Call  
1712-770-4010 Access Code 775665**

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To promote tourism and business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.

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**Christy Beck (Treasurer)**  
The Village at Squaw Valley  
**Finance Committee**

**Gary Davis**  
JK Architecture Engineering  
**CI/T Committee**

**Brendan Madigan**  
Alpenglow Sports

**Jennifer Merchant (Erin Casey-Alternate)**  
Placer County CEO Appointee

**Eric Pilcher**  
Moe's BBQ/Gear & Grind  
**BACC**

**Karen Plank**  
Placer County Board of Supervisors Appointee

**Aaron Rudnick**  
Truckee River Raft Co.

**David Tirman(Past Chair)**  
JMA Ventures, LLC  
**Lodging Committee**

**Samir Tuma (Vice Chair)**  
Kila Lake Tahoe

**Brett Williams (Secretary)**  
Agate Bay Realty  
**Marketing Committee**

**Adam Wilson(Chair)**  
Northstar California

**Quorum - 6**  
Majority of the NLTRA Board Representatives

**Advisory Board**  
**Tom Lotshaw**  
TRPA Non-Voting

To Call in: Dial (712) 770-4010, 775665#

Items May Not Be Heard In the Order They Are Listed

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**B. 8:35 a.m. Public Forum:** Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.

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All items (**in Bold**) listed under the consent calendar are considered to be routine and/or have been or will be reviewed by the Board, and approved by one motion. There will not be a separate discussion of these items unless a Board member or staff person requests a specific item be removed from the consent calendar for separate consideration. Any item removed will be considered after the motion and vote to approve the remainder of consent calendar motions.

- 1. Board Meeting Minutes –June 7, 2017 (Page 1)**
- 2. Special Board Meeting Minutes – June 15, 2017 (Page 6)**

Minutes are available as finalized at [www.nltra.org](http://www.nltra.org)

- 3. Contract Approval (Projects whose funding has already been approved by the NLTRA Board and Board of Supervisors or funding requested is under \$50,000)**

**a. Approval of 2017 Summer Traffic Management to Highway patrol for \$11,098.52 – Ron Treabess (Page 8)**

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- 1. Review and Input on Abbi Agency Draft Three Year Contract – Andy Chapman (Page 15)**
- 2. Review and Input on Black Diamond UK/IRE Representation Contract and Scope of Work - Sarah Winters (15 min) (Page 37)**
- 3. Review and Input on Gate 7 AUS/NZ Representation Contract and Scope of Work – Sarah Winters/Bart Peterson (15 min) (Page 42)**
- 4. MOTION: Review and approval of Abbi Agency Enhanced Event Public Relations and Social Outreach – Amber Burke (Marketing Committee)**

vote: to be provided at Board Meeting, Marketing Committee meeting is on 6/27/17) (Page 67)

**F. Directors Comments (15 minutes) 9:25 – 9:40**

1. Update on Scope of Work discussion with County – Samir Tuma
2. CEO Transition timeline

**G. Meeting Review and Staff Direction (5 minutes) 9:40 – 9:45**

**H. Adjourn to CLOSED SESSION – CEO Performance Review/Incentive**

**I. Reconvene to OPEN SESSION – vote to be taken and reported in minutes if necessary on any item from closed session.**

**J. Adjournment**

This meeting is wheelchair accessible

Posted and Emailed ( x )



**NLTRA Board of Directors  
Wednesday, June 7, 2017 at 8:00 a.m.  
TCPUD Boardroom  
MINUTES**

- A. 8:00 a.m. Open closed session to discuss County contract and CEO search. Closed session over at 9:30 a.m.
- B. 9:31 a.m. Open Session Call to Order-Established Quorum  
Board Members in attendance: Christy Beck (arrived at 8:30am), Gary Davis, Jennifer Merchant, Eric Pilcher, Karen Plank, Aaron Rudnick, David Tirman, Samir Tuma, Brett Williams, Tom Lotshaw, Adam Wilson  
Others in attendance: Al Priester, Natalie Parrish, Sandy Evans Hall, Ron Treabess, Joy Doyle, Kurt Althoff, Wally Auerbach, Amber Burke, Lindsay Romack, Cindy Gustafson, Erin Casey.
- C. Public Forum: Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.
- No public comment.

D. Agenda Amendments and Approval-MOTION  
**MOTION to approve Agenda M/S/C (Eric/Brett/10-0-0)**

E. Consent Calendar-MOTION

All items (in Bold) listed under the consent calendar are considered to be routine and/or have been or will be reviewed by the Board, and approved by one motion. There will not be a separate discussion of these items unless a Board member or staff person requests a specific item be removed from the consent calendar for separate consideration. Any item removed will be considered after the motion and vote to approve the remainder of consent calendar motions.

- Jennifer questioned Items 3 a. MOTION: Discussion and possible approval of 2016-17 Community Marketing Grant of \$10,000 for West Shore (BACC approved 6-0-0), 3 c. MOTION: Discussion and possible approval of 2017-18 Community Marketing Grant of \$10,000 for NorthStar (BACC approved 5-0-0), and 3 d. MOTION: Discussion and possible approval of pedestrian Safety Device Maintenance Funds of \$37,450 to be used over two years at \$18,725 per year. – Ron Treabess (CI/T Committee approved 10- 0-0)

**MOTION to approve Consent Calendar with exception of item 3 A, C, and D. M/S/C (Jennifer/Samir /10-0-0)**

- Jennifer questioned Item 3 a-Discussion and possible approval of 2016-17 Community Marketing Grant of \$10,000 for West Shore (BACC approved 6-0-0). She asked whether there were funds left over and how leftover fund balances are handled. Sandy answered that the funds are not held. Jennifer recommended that this policy may be something to look at in the future.
- Jennifer question regarding page 17, Item 3 c-regarding the Northstar BACC Grant; whether the funds are peak or non-peak. The answer is that they are not designated for non-peak.
- Jennifer questioned page 27, Item 3 d-Discussion and possible approval of pedestrian Safety Device Maintenance Funds of \$37,450 to be used over two years at \$18,725 per year regarding maintenance funds. She believes that all the funds can be covered in one fiscal year. Ron clarified that this item will be spent in one fiscal year.

**MOTION to approve the Consent Calendar items 3 A, C, D. M/S/C (Jennifer/Samir /10-0-0)**

1. Board Meeting Minutes –May 3, 2017

The Committee Action Summary is provided for informational purposes only. Minutes are available as finalized at [www.nltra.org](http://www.nltra.org)

2. Committee Minutes – May, 2017

- a. BACC May 11, 2017 (minutes posted [online here.](#))
- b. CI/T May 22, 2017 (minutes posted [online here.](#))
- c. Marketing May 30, 2017 (minutes posted [online here](#))
- d. Finance May 25, 2017 (minutes posted [online here](#))

3. Contract Approval (Projects whose funding has already been approved by the NLTRA Board and Board of Supervisors or funding requested is under \$50,000)

- a. MOTION: Discussion and possible approval of 2016-17 Community Marketing Grant of \$10,000 for West Shore (BACC approved 6-0-0)
- b. MOTION: Discussion and possible approval of 2016-17 Community Marketing Grant of \$10,000 for Squaw Valley (BACC approved 6-0-0)
- c. MOTION: Discussion and possible approval of 2017-18 Community Marketing Grant of \$10,000 for Northstar (BACC approved 5-0-0)
- d. MOTION: Discussion and possible approval of pedestrian Safety Device Maintenance Funds of \$37,450 to be used over two years at \$18,725 per year. – Ron Treabess (CI/T Committee approved 10-0-0)

F. Strategic Discussion

1. Update on Host Compliance and TOT collections – Erin Casey

- As of the end of May, Placer County has received 100 new TOT certificates, 76 new in Eastern Placer County and 24 in Western Placer County. TOT from those new certificates total \$209,483.00 (from one year of back payment of TOT.) Reporting on the properties that paid the back TOT fees will be done on a quarterly basis from now forward.
- Christy questioned how the Air BNB/VRBO software tracking works and Erin didn't have that information. The software is monitored by an outside company.
- Samir asked about working with online platforms like Air BNB, Erin said with some platforms like Air BNB the address is not given so Placer doesn't have access to the location for audits of the properties. Jennifer said that once the ordinance for platforms is in place, the properties using those platforms will be expected to comply as it will be incorporated into the procedure.
- Discussion about efficiency with collections/catching up and signing up new TOT payers.
- Brett asked about the new buyers and what type of procedure the County has set in place to notify buyers. Erin said there is not a procedure for new buyers at this time but that setting in place a procedure for new buyers is a good suggestion.
- Adam asked about the TOT collection being a year in arrears; how this additional money collected is going to be distributed to the organizations entitled to the funds. She said that is something that can be discussed. Jennifer said (the \$209,483.00) would come forward and distributed in the fund balance.
- Tom reported that there was a TRPA meeting regarding restrictions on allocations being used for homes that are being rented and it was decided not to put any allocation into place. The local government will be meeting to discuss this in August. There had also been discussions also about eliminating Vacation rentals altogether in order to fill the need for year-round workforce housing.
- Discussion about workforce housing and vacation-renting out homes.

2. TOT funding for Transit Vision – Ron Treabess

- Ron presented how the vision has changed since the time that Measure M did not pass.

- Ron reported that the largest amount of TOT on record have been approved for upcoming projects.
- He explained that the process to put a measure on the 2018 ballot is laid out on page 30 "Possible Transportation Funding Considerations and Approach". An example of how taxes will be distributed to transportation is diagramed on the Transportation Account Flows chart in the packet.
- Discussion about Measure M voting and results.
- Jennifer commented that this work is focused on next year and there isn't a contract that exists at this point. Adam pointed out that there is no vote, just a recommendation at this point.

*\*Jumped forward to H1.*

#### G. Financial Report

##### 1. Review of financial reports for April.

- Al referred to the Accounts Receivable negative balance on page 42 under Apr '16. He explained that there was a missed invoice from the County that has been located and resolved. Al reported that there are no continuing negative balances in Accounts Receivable.
- Jennifer asked if the Chamber Awards Dinner revenue has helped offset the cost of the event. Natalie explained the challenges with the current data base which makes it difficult to obtain exact numbers at this time. She will present a report next month with the exact figures. Sandy estimated the revenue at approximately \$7,000.

**MOTION to approve April Financial Reports M/S/C (Jennifer/ Eric 6-0-0)**

***Eric left at 11:22 a.m.***

#### H. Action Items

##### 1. MOTION: Discussion and possible acceptance of the Board Governance Subcommittee Recommendations – Sandy Evans Hall, Wally Auerbach

- Adam reminded the Board that the findings are recommendations of the subcommittee, and no action is required. The group will meet in the future and look at how to implement the recommendations.
- Samir commented that the findings reflect many of the current County concerns.
- Wally added that the process which began 18 months ago was important and that the discussions should be made on an ongoing and frequent basis.

**MOTION to accept the Board Governance Subcommittee Recommendations report M/S/C (Brett/Aaron/9-0-1 Jennifer abstained.)**

##### 2. MOTION: Discussion and possible approval of change to Whistle Blower Policy – Sandy Evans Hall

###### 1. Whistle Blower policies. Sandy explained that the red line change is only one line about the recommendations being shared with the Board.

- Add "For approval" at the end of the sentence and omit "when necessary."

**MOTION for approval of change to Whistle Blower Policy M/S/C (Jennifer/Samir 10-0-0)**

##### 3. MOTION: Discussion and possible approval of agreement with McClintock Accountancy for NLTRA independent audit services, Marketing Coop review and tax preparation – Al Priester

- Hand out was distributed. (Posted online 6/7/17 at 12:34 pm by Dawn Baffone)
- Jennifer asked if the Resort Assn. is responsible for the entire amount and the answer is yes because it is a DBA.
- Samir asked with the change of CI/T contracts going directly through County, does it affect the total. The answer is no.

**MOTION to approve the agreement with McClintock Accountancy for NLTRA independent audit services, marketing Coop review and tax preparation. M/S/C (Jennifer/Eric 10-0-0)**

**Brett left at 11:00 a.m.**

**David left at 11:01 a.m.**

**Aaron left at 11:11 a.m.**

**Gary left at 11:15 a.m.**

*\*Jumped back to item G1.*

**Eric left at 11:22 a.m.**

**I. Staff Priorities**

1. Administration – Sandy Evans Hall
  - a. Organization Structure Process
  - b. CEO Transition
  - c. Staff Reviews
2. Marketing – Sandy Evans Hall
  - a. Completing PR Contracts for July 1 transition. Abbi Agency will be signed for an additional 3 years.
  - b. 2017-18 Budget for NLTRA and NLT Coop
  - c. FY 2017-18 Marketing and PR Plan with agencies
3. Membership – Natalie Parrish
  - a. Member Recruitment/Retention
  - b. 2017-18 Budget for Chamber
  - c. Recreation Luncheon June 14
4. CI/T – Ron Treabess-
  - a. Prepare draft process for soliciting 2017/18 Capital Investment Projects
  - b. Work with RTTVC on funding for Transit Systems Plan
  - c. Begin outreach for Call for Projects see #6 below
5. Visitor Services – Emily Detwiler
  - a. Summer Visitor Guide finalized
  - b. 2017-18 Budget for Visitor Services
  - c. Summer Sponsorship opportunities in the Visitor Information Center

**J. Reports/Back up Documents-Meeting Packet **Part Two****

The following reports are provided on a monthly basis by staff and can be pulled for discussion by any Board member:

1. Destimetrics Report
2. Membership Accounts Receivable Report
3. Membership Upcoming Events/Programs
4. Conference Revenue Statistics Report
5. Executive Committee Report – May, 2017
6. Capital Investment/Transportation Activity Report
7. Dashboard – April, 2017
8. Report from Houston Magnani – Sacramento lobbyist
9. May progress report on Key Performance Indicators

**K. Directors Comments**

- a. David Tirman resignation – Adam Wilson Will not be resigning until the outcome of the County work is complete.

- b. Special Board Meetings for June and July – Adam Wilson
- c. 1<sup>st</sup> special Board meeting which will be closed sessions the week of June 12<sup>th</sup> - 16<sup>th</sup>. There will not be public input. A draft of the 30-day plan will be reviewed today between Sandy and Adam. If there is a public component needed it will be arranged at a later date.
- d. Tom-Nordic search and rescue from 11-3 Saturday at Tahoe Nordic Search and rescue. New issue of Tahoe In Depth is out. Shoreline Plan initiative being scoped for environmental review.

L. Meeting Review and Staff Direction

M. Adjournment at 11:38



## NLTRA Board of Directors Agenda and Meeting Notice

Wednesday, June 15, 2017 at 8:00 a.m.

Conference Call: 712-770-4010 Code: 775665#

### NLTRA Mission

To promote tourism and business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.

### 2017 Board of Directors

**Christy Beck (Treasurer)**  
The Village at Squaw Valley  
Finance Committee

**Gary Davis**  
JK Architecture Engineering  
CI/T Committee

**Brendan Madigan**  
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**Jennifer Merchant (Erin Casey-Alternate)**  
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Marketing Committee

**Adam Wilson(Chair)**  
Northstar California

**Quorum - 6**  
Majority of the NLTRA Board Representatives

**Advisory Board**  
**Tom Lotshaw**  
TRPA Non-Voting

To Call in: Dial (712) 770-4010, 775665#

### MINUTES

Items May Not Be Heard In the Order They Are Listed

**Present: Christy Beck, Gary Davis, Jennifer Merchant (and Erin Casey), Karen Plank, Aaron Rudnick, David Tirman, Samir Tuma, Brett Williams, Adam Wilson**  
**Staff Present: Sandy Evans Hall**

#### A. 8:00 a.m. Call to Order-Establish Quorum and Closed Session

#### B. Action Items

##### 1. MOTION: Discussion and possible approval of the 31 day Scope of Work for July 2017 and requested budget for July 2017 – Adam Wilson

- Sandy asked that the numbers in the contract be changed to reflect the numbers in the Attachment C. Erin agreed to make those changes.
- Sandy asked about the change from North Lake Tahoe to Eastern Placer County in Attachment A. Erin confirmed that this doesn't pertain to the brand, only the geographic location. Erin also confirmed that this did not impact the Coop marketing and promotion of the greater North Lake Tahoe area.
- Brett Williams made a motion to approve, seconded by David Tirman. Motion approved 8-0-1 (Merchant and Casey abstained).

##### 2. MOTION: Discussion and possible approval of the contract for marketing services with Andy Chapman – Adam Wilson

- Add maximum amount for this contract would be \$22,500 for 12 week process to Terms of Agreement, C. Compensation for Professional Services. If there is a need to extend beyond this time frame, there would be a need to conduct an RFP process if the total amount exceeds \$25,000 per the contract with Placer County. There may be an argument for sole source bidding based on the expertise and knowledge of Andy Chapman.
- Add another paragraph under Introduction to include "services provided are consistent with the terms and conditions of the contract with Placer County."
- Brett Williams moved to approve the contract for services with the above two provisions. Jennifer Merchant asked that there be a clarification that this amount is within the NLTRA budget. Samir Tuma seconded. Motion passed 9-0-0.

- Sandy will confirm budget will allow for expenditure of \$22,500 over the next 3 months and send that information to the board.

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**C. Adjournment**

Posted and Emailed ( x )

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June 28, 2017

**Subject: Approval of Funding Letters of Agreement between NLTRA and the California Highway Patrol to provide 2017 Summer Traffic Management (MOTION)**

**From:** Ron Treabess, Director of Community Partnerships and Planning

**Staff Recommendation:**

- The NLTRA Board approves the FY 2017 Funding Letters of Agreement between the NLTRA and the California Highway Patrol (CHP) for 2017 Summer Traffic Management In Tahoe City and Kings Beach for an estimated amount of \$11,098.52.

**Decision Considerations:**

- The attached seasonal Funding Letters of Agreement between NLTRA and California Highway Patrol for 2017 Summer Traffic Management In Tahoe City and Kings Beach.
- The CHP provides traffic management at Commons Beach Drive and Grove Street along Hwy 28 each Thursday morning while the Farmer's Market is open at Commons Beach in Tahoe City.
- The CHP also provides traffic control in Kings Beach at the Hwy 28/267 junction on July 1, 2, 3, and 4, as part of this contract.
- The proposed schedule for CHP assistance is attached to the Agreement.
- The Traffic Management funding balance available is \$28,852 and the estimate for CHP Summer traffic management is \$11,098.52.
- The signed Funding Letters of Agreement and estimated payment will be returned to CHP so as to begin service June 29<sup>th</sup>, pending any comments.



**Summer, 2017**  
**CHP Traffic Management and Tentative Schedule**

The NLTRA is requesting CHP assistance again this summer in Tahoe City at Grove St. and at Commons Beach Road every Thursday at the dates and times as shown below. In Kings Beach, periodic limited assistance at the Hwy 28/267 intersection signal light is being requested. In Tahoe City the requested schedule and number of days is very similar and the purpose is still the same: At both Grove and Commons Beach Road to hold up peds and let cars keep moving on Hwy 28, so as to help alleviate traffic back-ups from both directions during the weekly Farmer's Market. The Market will be back at Commons Beach all summer this year.

According to Placer County DPW, what they observe at the 267/28 intersection are cars running red lights and clogging the intersection. Simple CHP presence where he/she can see and be clearly seen like at the NE corner may be adequate enough to help alleviate the dangerous infractions. Beyond that presence of an officer, DPW believes CHP has their own protocol could be applied at a congested signalized intersection.

Below is the schedule that we hope you can accommodate. Assume we will do Kings Beach in preparing the estimated contract and if it does not happen, we can adjust any cost difference in the final payment. Thanks for helping, once again.

Term: June 29 thru August 31, 2017

Tahoe City Farmer's Market: 1 officer out of vehicle at Grove and Hwy. 28, and 1 officer out of vehicle at Commons Beach Rd. and Hwy 28, every Thursday, 9:30 a.m. to 1:30 p.m. plus travel time.

June 29, July 6, 13, 20, 27, August 3, 10, 17, 24, 31.

Estimated cost for Summer 2017: \$7609.60

Kings Beach: 1 officer out of vehicle at Hwy. 28/267 intersection, 10:00 a.m. to 7:00 p.m. plus travel time.

July 1, 2, 3, 4.

Estimated cost for Summer 2017: \$3488.92

Total estimated cost for Summer 2017 Traffic Management is \$11,098.52.

We do understand that on some occasions other priorities arise that may preclude these services. We very much appreciate the professional service that the California Highway Patrol has provided for our community and look forward to being able to continue our relationship.

**THIS AGREEMENT**, Reimbursable Services Control Log # \_\_\_\_\_ R- \_\_\_\_\_ made and entered into this 12 day of June, 2017, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and North Lake Tahoe Resort Association, hereinafter called North Lake Tahoe Resort Association.

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when ☒ traffic control ☐ security services ☐ vehicle inspections ☐ other details for \_\_\_\_\_ are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the \_\_\_\_\_ assist with pedestrian crossing SR-28 for Farmers Market
2. The term of this Agreement will be 06/29/2017 to 06/29/2017.
3. The CHP coordinator shall be Jeff Billings, telephone number (530) 582-7570.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. North Lake Tahoe Resort Association agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.  
North Lake Tahoe Resort Association agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. North Lake Tahoe Resort Association shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from North Lake Tahoe Resort Association thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. North Lake Tahoe Resort Association agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, North Lake Tahoe Resort Association agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. North Lake Tahoe Resort Association will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. North Lake Tahoe Resort Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

11. North Lake Tahoe Resort Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is **notified** of such cancellation, North Lake Tahoe Resort Association will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and North Lake Tahoe Resort Association will be charged at the current sergeant's pay. In the event of a rate increase, North Lake Tahoe Resort Association agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, North Lake Tahoe Resort Association agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to North Lake Tahoe Resort Association shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	_____ hrs.	@	\$ _____	\$ _____
Officer:	8.00 hrs.	@	\$ 88.47	\$ 707.76
Vehicle mileage:	100 miles	@	\$ 0.76	\$ 76.00
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
Total estimated cost:				\$ 783.76

**Note:** If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R, Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. **Payment/Deposit.** A form of advance payment/deposit shall be required before services can be performed. The CHP command will collect the full amount of the estimate indicated herein for an Agreement 29 days or less. For an Agreement over 30 days and up to 12 months, 50 percent of the estimate shall be collected.
- Amount of deposit collected: \$ \_\_\_\_\_
  - Check number/purchase order number: \_\_\_\_\_
  - Cash receipt number: \_\_\_\_\_
  - Federal Tax Identification Number: \_\_\_\_\_

**WITNESSETH:** By and in consideration of the covenants and conditions herein contained,  
North Lake Tahoe Resort Association and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
 Department of California Highway Patrol

Commander Signature

Date

R. Stonebraker, Captain

Printed Name

Commander

Title

9222

Location Code

For use by City/County Clerk, if applicable

Approved as to form by

Date

REQUESTOR'S NAME

Signature

Date

Ron Treabess

Printed Name

Director of Community Partnerships and Planning

Title

P.O. Box 5459

Address

Tahoe City

CA

96145

City

State

Zip Code

(530) 581-8735

Telephone Number

**THIS AGREEMENT**, Reimbursable Services Control Log # \_\_\_\_\_ R- \_\_\_\_\_ made and entered into this 12 day of June, 2017, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and \_\_\_\_\_ North Lake Tahoe Resort Association, hereinafter called \_\_\_\_\_ North Lake Tahoe Resort Association.

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when ☒ traffic control ☐ security services ☐ vehicle inspections ☐ other details for \_\_\_\_\_ are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the \_\_\_\_\_ assist with pedestrian crossing SR-28 for Farmers Market.
2. The term of this Agreement will be 07/06/2017 to 08/31/2017.
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4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. North Lake Tahoe Resort Association agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.  
North Lake Tahoe Resort Association agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. North Lake Tahoe Resort Association shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from North Lake Tahoe Resort Association thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. North Lake Tahoe Resort Association agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, North Lake Tahoe Resort Association agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. North Lake Tahoe Resort Association will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. North Lake Tahoe Resort Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

11. North Lake Tahoe Resort Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is **notified** of such cancellation, North Lake Tahoe Resort Association will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and North Lake Tahoe Resort Association will be charged at the current sergeant's pay. In the event of a rate increase, North Lake Tahoe Resort Association agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, North Lake Tahoe Resort Association agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to North Lake Tahoe Resort Association shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	_____ hrs.	@	\$ _____	\$ _____
Officer:	72.00 hrs.	@	\$ 88.47	\$ 6,369.84
Vehicle mileage:	600 miles	@	\$ 0.76	\$ 456.00
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
Total estimated cost:				\$ 6,825.84

**Note:** If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. Payment/Deposit. A form of advance payment/deposit shall be required before services can be performed. The CHP command will collect the full amount of the estimate indicated herein for an Agreement 29 days or less. For an Agreement over 30 days and up to 12 months, 50 percent of the estimate shall be collected.
- Amount of deposit collected: \$ \_\_\_\_\_
  - Check number/purchase order number: \_\_\_\_\_
  - Cash receipt number: \_\_\_\_\_
  - Federal Tax Identification Number: \_\_\_\_\_

**WITNESSETH:** By and in consideration of the covenants and conditions herein contained,  
North Lake Tahoe Resort Association and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
 Department of California Highway Patrol

[Signature] 6-13-17  
 Commander Signature Date

R. Stonebraker, Captain  
 Printed Name

Commander  
 Title

9222  
 Location Code

REQUESTOR'S NAME

[Signature] 6-12-17  
 Signature Date

Ron Treabess  
 Printed Name

Director of Community Partnerships and Planning  
 Title

P.O. Box 5459  
 Address

Tahoe City CA 96145  
 City State Zip Code

(530) 581-8735  
 Telephone Number

For use by City/County Clerk, if applicable	
Approved as to form by	Date

## AGREEMENT TO PROVIDE PUBLIC RELATIONS SERVICES

This Agreement to Provide Public Relations Services ("Agreement") is entered into as of the date last executed below ("Effective Date") by and between THE ABBI AGENCY, a Nevada corporation (collectively, "Consultant") and North Lake Tahoe Marketing Cooperative ("Client") for the purpose of providing public relations services under the following terms and conditions:

### 1. TERM; TERMINATION; EFFECT OF TERMINATION:

- a. The initial term of this Agreement shall be for three years, commencing on July 1, 2017 and continuing through June 30, 2020 (the "Initial Term"), and thereafter, shall be reviewed and amended per new scope of work annually.
- b. Either party may terminate this Agreement at any time after the Initial Term, for any reason or no reason, by providing not less than thirty (30) days prior written notice to the other party.
- c. Upon termination, all obligations of the parties shall cease, and Consultant shall provide or return to Client any and all client materials either provided by client, or created for client hereunder.

### 2. OBLIGATIONS OF THE PARTIES:

- a. Obligations of Consultant. Consultant shall perform the services described in the Statement of Work ("SOW") which is made a part of this Agreement (the "Services") in Addendum A:
  - i. Consultant shall at all times cooperate with Client, including but not limited to the timely provision to Client of all necessary information and reports as outlined in SOW.
  - ii. Contract for Services Only. This is a contract only for services to be performed by Consultant in a workmanlike manner according to industry standards. No guarantee is made of any placement, outcome or other result of any nature.
  - iii. Services Include: Public Relations and Social Media services, inclusive.
- b. Obligations of Client.
  - i. Client shall at all times cooperate with Consultant, including but not limited to the timely provision to Consultant of all information necessary for Consultant to perform Consultant's duties hereunder. Consultant is under no obligation to perform services for which Client has not provided such information.
  - ii. In consideration of the performance of the services described in subparagraph 2.a.ii., Client shall pay Consultant a net 30-day monthly fee for work as agreed upon in SOW with costs detailed in Addendum B (Budget).

- iii. Consultant shall provide Client with monthly invoices, such invoices are a courtesy to Client and are not a condition precedent to Client's payment of the aforementioned fee.
- iv. In consideration of the performance of the Services, Client shall pay Consultant in the amount, and in the manner set forth in Addendum A. Consultant shall provide Client with monthly invoices on the First Day of each month or the first Monday, whichever comes first.
- v. Additional services beyond the Services shall be discussed and agreed in writing before the consultant begins billing for such work and thereafter be billed at the then current hourly rates or agreed fixed price, and will be memorialized in a separate or revised SOW.
- vi. Client shall pay Consultant for all necessary expenses incurred in performing the services detailed above, provided such expenses such as meals and incidentals have been pre-approved by Client. For expenses such as travel and lodging that Client has ability to obtain preferable rates, Consultant agrees to allow Client to arrange such expenses and pay providers directly. The Client's billing rate covers all general administrative expenses but does not include travel expenses. All consultant expensive must be approved with written verification from client.
- vii. Client shall bill all hard costs incurred back to the client with a twenty percent (20%) mark up for out of pocket expense management. Consultant shall not add a 20% mark up for services rendered.
- viii. If an invoice is not paid within thirty (30) days of receipt, a carrying charge of 1% per month, compounded monthly, shall be added to Client's outstanding balance.
- ix. In the event a monthly payment or invoice is not timely paid, Consultant may suspend all work on any or all projects until full payment is made. Client holds Consultant harmless from all liability that may arise as a result of suspension of work due to non-payment.
- x. Consultant and Client intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Materials") to be a work made for hire. Consultant acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright and patent) belongs to and shall be the sole and exclusive property of Client.
- xi. If for any reason the Materials would not be considered a work made for hire under applicable law, Consultant does hereby sell, assign, and transfer to Client, its successors and assigns, the entire right, title and interest in and to the copyright and patent in the Materials and any registrations and applications relating thereto and any

renewals and extensions thereof, and in and to all Materials based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights and patents, and in and to all rights corresponding to the foregoing throughout the world.

- xii. Consultant agrees to execute all papers and to perform such other proper acts as Client may deem necessary to secure for Client or its designee the rights herein assigned
- xiii. Consultant agrees not to publish or use or cause to be used in any way any Materials, recording or media done on behalf of Client without the prior written approval of an authorized representative of Client.
- xiv. Per Placer County agreement with Client the Consultant acknowledges and agrees to Addendum C.

### 3. INDEMNIFICATION

- a. Client shall defend, indemnify and hold Consultant harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Consultant by any third party, which arise out of or in connection with (i) Client's breach of this Agreement; (ii) information or materials supplied to Consultant by Client; or (iii) any issue arising from Client's products or services.
- b. Consultant shall indemnify, defend and hold Client harmless for all Loss with respect to any third party claim or action against Client arising out of or in connection with (i) material prepared or provided by Consultant on Client's behalf to the extent it asserts a claim for infringement of trademark, copyright, piracy, or plagiarism; (ii) Consultant's failure to follow Client's express written instructions; or (iii) Consultant's breach of this Agreement.
- c. Upon the assertion of any claim or the commencement of any suit or proceeding against either party ("Indemnatee") that may give rise to liability of the other party ("Indemnitor") hereunder, the Indemnatee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnatee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnatee shall make reasonably available to the Indemnitor all applicable books and records relating to the claim, and the

Indemnitee agrees reasonably cooperate with Indemnitor, at Indemnitor's sole cost and expense.

4. GENERAL PROVISIONS:

- a. Representations and Warranties. Each of the parties to this Agreement makes the following representations and warranties to the other party. The persons who have executed this Agreement have been authorized to do so by the party on whose behalf the party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each party is under no disability to enter into this Agreement and to perform all covenants contained in this Agreement. None of the warranties, representatives, or statements made by any party in this Agreement contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.
- b. Binding Effect. Except as specifically provided otherwise by this Agreement, this Agreement is binding upon and shall inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, including without limitation, any corporation, foundation, partnership, or individual(s) which may acquire all or substantially all of any party's assets or with or into which any party may be consolidated, merged or reorganized.
- c. Assignment. Neither party may assign or transfer any of its rights under this Agreement without the prior written consent of the other party. Any such attempted assignment or transfer is void; provided, however, that either party may assign or transfer this agreement to an entity acquiring all or substantially all of its assets or equity, or as part of any business combination.
- d. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.
- e. Cumulative Remedies. All remedies, rights, undertakings, covenants, guarantees and agreements contained in this Agreement, or otherwise provided by law and not specifically waived herein, are cumulative and may be exercised singly or concurrently, and the exercise of anyone or more of them will not be a waiver of any other.
- f. Integration/Entire Agreement. This Agreement constitutes the entire integrated agreement among the parties hereto and supersedes and takes the place of any prior written or oral agreement(s) and all understanding(s), discussion(s) and negotiation(s), or instrument(s) purporting to be an agreement of the parties relating to the transactions contemplated herein.

- g. **Survival of Covenant.** Any and all covenants and agreements that this Agreement does not require to be fully performed prior to the date of Termination shall survive the date of Termination and shall be fully enforceable thereafter. Without limiting the foregoing, each party's indemnification obligations shall survive termination of this Agreement.
- h. **Amendment/Waiver.** The terms of this Agreement may not be modified, amended, waived, discharged, or terminated except by a written instrument signed by the party against whom enforcement of the modification, amendment, waiver, discharge, or termination is sought.
- i. **Invalidity of Provisions.** Nothing in this Agreement or the documents contemplated hereby, shall be construed to require the commission of any act contrary to any valid law, and wherever there may be any conflict between any provision of this Agreement, or any application thereof, and any material present or future statute, ordinance, regulation, or other rule of law contrary to which the parties have no legal right to agreement, the valid law shall prevail; but in such event any provision of this Agreement, or any application thereof, is so affected it shall be curtailed and limited only to the extent necessary to bring it within the requirements of such statute, ordinance, regulation or other rule of law, but in no event shall such illegality or invalidity affect any other part of this Agreement.
- j. **Third Party Rights.** This Agreement is solely for the benefit of the specifically undersigned parties. Nothing in this Agreement, express or implied, is intended to confer, nor confers, on any person, other than the parties to this Agreement, any right, remedy or benefit.
- k. **Construction.** The headings, captions and paragraph or section numbers at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and in no way define, limit or describe the scope or intent of this Agreement and shall not be used in construing this Agreement. All references to days shall be to calendar days, unless specifically provided otherwise. Whenever the context requires, the singular form shall include plural and vice-versa, and the neuter pronoun shall include the masculine and feminine, and vice versa. Unless otherwise indicated, all references to Sections are to the Sections of this Agreement.
- l. **No Party Deemed Drafter.** The parties hereto agree that all provisions of this Agreement have been negotiated and no party or agent thereof shall be deemed to be the drafter of this Agreement. In the event that this Agreement is ever construed in arbitration or in a court of law, such arbitration or court shall not construe this Agreement, or any provision, term or phrase herein, against any party or agent thereof as drafter.
- m. **Further Assurances.** Whenever requested to do so by the other party, each party guarantees, warrants and covenants to take whatever actions, in a timely fashion as such other party may reasonably request, including but not limited to executing, acknowledging, and delivering all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals,

consents, and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement, but in all such instances only if such document or action is reasonably necessary to carry out the terms of this Agreement.

- n. **Governing Law, Venue.** This Agreement, and each other document executed pursuant to this Agreement, is made and shall be interpreted under and governed by the laws of the State of Nevada, including without limitation, its procedural rules, applicable to agreements entered into and entirely performed within the State of Nevada, without reference to conflicts of law or the principles thereof. The parties agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in the State of Nevada Federal Courts in Carson City and the parties each expressly consent to the jurisdiction of any such court and to the venue therein as well as to the convenience of the forum.
- o. **Legal Counsel.** In executing this Agreement, each of the undersigned parties warrants and represents that it has been fully advised and represented by legal counsel of its own selection, or has had ample opportunity to consult legal counsel and has voluntarily declined to do so; and is fully familiar with all of the circumstances surrounding the subject matter of this Agreement and with all of the terms of this Agreement, and in executing this Agreement, it does so relying wholly on its own judgment or the advice of counsel of its own independent selection, whether or not such counsel is a signatory below, or both, and that it has not been influenced in any manner whatsoever regarding the matters set forth in this Agreement, by any person, individual or entity, or any agent thereof.
- p. **Attorneys' Fees and Other Costs.** Each party hereto agrees that, in the event of any dispute or controversy between or among any party hereto arising out of or relating to this Agreement, or in the event a party defaults under this Agreement, then the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred by the prevailing party in connection with the enforcement of its rights hereunder, whether by legal action or proceeding or otherwise, and without regard to whether suit is instituted. Such attorneys' fees and costs shall not be limited to any court fee schedule, but shall rather be awarded on the basis of all fees and costs reasonably incurred in good faith.
- q. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed an original and all of which taken together shall constitute but one instrument.
- r. **NOTICES:** Except as specifically provided otherwise herein, any notice, document, payment, demand or communication required or permitted to be given by any provision

of this Agreement shall be deemed to have been delivered and given for all purposes on the earliest to occur of:

- i. the day delivered, if delivered personally to the party to whom the same is directed;
- ii. the date indicated upon the return receipt, or the date of refusal by the addressee to accept, if sent by United States registered or certified prepaid 'mail, return receipt requested;
- iii. the date received according to the tracking records of a nationally recognized overnight courier; or
- iv. the date shown on a transmission report generated by a facsimile machine reflecting the accurate transmission, if a copy of the notice is also sent by United States registered or certified prepaid mail, return receipt requested, addressed to the party to whom the same is directed at the respective address set forth below:

"Consultant"  
The Abbi Agency  
1385 Haskell Street  
Reno, Nevada 89509

"Client"  
North Lake Tahoe Marketing Cooperative  
Andy Chapman, President/CEO

These addresses and facsimile numbers may be changed by written notice to the other party, provided that no notice of a change of address shall be effective unless given according to the terms of this Section.

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement as set forth herein:

"CONSULTANT"

"CLIENT"

The Abbi Agency  
1385 Haskell Street  
Reno, Nevada 89509

North Lake Tahoe Marketing Cooperative  
PO Box 5459  
Tahoe City, California 96145

By: \_\_\_\_\_

By: \_\_\_\_\_

Ty Whitaker, COO

Andy Chapman, President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Addendum A – Scope of Work**

### **Local & Regional PR Strategy**

The Abbi Agency will write and distribute press releases to local and regional media (Truckee/Tahoe/Reno/Auburn) on an as-needed basis that is reflective of local initiatives, events, and board + grant calls to action. Additionally, the team will invite key journalist contacts to experience seasonal updates in North Lake Tahoe, staying constantly engaged with local audiences, as they are our strongest advocates. The local strategy is less about heads in beds and more about working with the community on unified destination messages, maintaining clear understanding of North Lake Tahoe distribution channels, and how to utilize assets + campaigns to their benefit.

### **National PR Strategy**

The Abbi Agency seeks to establish North Lake Tahoe as a year-round destination with multiple ways to experience the Sierra Nevada landscape in an emotive way. The strategy targets four main audience personas: Workaholics (inclusive of Millennials), Experiential Families, Outdoor Enthusiasts (inclusive of Millennials) and Wellness Seekers. While the overarching goal is heads in beds and longer stays, The Abbi Agency will finely tune each pitch and press release to spark interest with each of these key audiences. The agency will work closely with Augustine to incorporate Human Nature campaign elements, which also evoke emotion, so creative campaigns and pitches work together.

### **Local, Regional & National PR Tactics and Deliverables**

- Up to 2 press releases monthly
- Intercepting and responding to all media opportunities sent to North Lake Tahoe.
- Consistent outreach to target media lists.
- Messaging guidance and development for crisis communication up to 4 times annually.
- Pursuit of destination placement through long lead pitching
- Gathering and maintaining media assets via drop box for North Lake Tahoe.
- Ongoing partner meetings for seasonal updates.
- Up to 3 local specific press releases per fiscal year.

### **National / Regional / Local PR Budget:**

Monthly Retainer for Public Relations Management, Strategy & Implementation, as outlined above: \$5,000

**Total Fiscal Year Budget: \$60,000**

### **International Public Relations Strategy, Implementation & Management**

The Abbi Agency will have a dedicated manager to oversee the strategy, implementation and management of International Public Relations from start to finish. Having worked with international media and agencies very closely, The Abbi Agency team understands time

constraints, varying personalities and key messages for international audiences. Thorough follow-through will be conducted when press materials are sent so journalists and agencies have a clear picture of North Lake Tahoe's geographic location, travel access to the region, and seasonal call-to-actions. Assets will be shared in a timely manner, reflective of brand pillars and target personas. Phone and email correspondence will take place regularly so the destination remains top of mind in international markets (UK, Australia); the agency will also conduct quarterly on-boarding calls to discuss key market messages for each season.

#### **International PR Tactics and Deliverables**

- Provide international agencies and partners with up to 3 pitch angles per month to be discussed in depth on quarterly calls.
- Plan and execute media interviews up to 3 times a month.
- Provide newsletter content to Visit California once a month.
- Edit advertorials once per quarter or 4 times annually.

#### **International PR Budget:**

Monthly Retainer for International Public Relations Management, Strategy & Implementation, as outlined above: \$1,500

**Total Fiscal Year Budget:** \$18,000

#### **Desksides**

When journalists can't experience North Lake Tahoe first hand, it becomes the agency's responsibility to portray the destination as if they were here. Rather than leaving behind press kits that get tossed into drawers, we show photos and maps, share data through bullet points, and make information easily digestible through story angles. The Abbi Agency team has developed a strong rapport with journalists, who turn to us repeatedly as a destination resource. They trust our recommendations and ideas because local knowledge runs deep.

Deskside markets are prioritized by Regional Air Service Corporation (RASC) efforts to promote flight access to North Lake Tahoe, non-stop and inaugural being a key differentiator. Drive markets (Sacramento; Bay Area) also remain essential because these audiences claim Lake Tahoe as their backyard so it's important to regularly engage with new information and trip-planning content.

The Abbi Agency team also considers when and where partners are conducting desksides so destination efforts complement their own. For example, Austin and Chicago are not cities many partners visit, yet they are audiences we find value in talking to about North Lake Tahoe. Southern California and New York City also remain top priorities due to their proximity (SoCal) and media headquarters (NYC). The Abbi Agency recommends conducting media desksides in timeframes that are best suited to result in spring and fall placements as well as story angles.

#### **Deskside Tactics & Deliverables**

- 2 markets to be determined with client through strategic planning

- Media list development and outreach
- Meeting coordination
- Preparing relevant press material prior to journalist meetings
- 1 team member to be in market for 2 full days conducting press meetings
- All hard costs will be billed with detailed receipts specifying “Who, What, Where, Why & When” at a maximum of \$2,300.
- Follow up outreach to be conducted upon return from market. i.e. providing press releases, photos, gathering requested information from partners as needed, arranging additional interview and partner introductions.

**Deskside Budget:**

On average, it costs The Abbi Agency up to \$5,300 for one person to conduct a deskside visit in one market. Hard costs are billed at a maximum of \$2,300 per trip; agency time is a flat fee of \$3,000 (this includes time to conduct outreach for meetings, travel to and from and time in each market).

**Frequency**

The Abbi Agency recommends visiting two destinations per Fiscal Year. Markets include: One Fly Market and One Drive Market, specific destinations to be determined during client strategy meeting.

**Total Fiscal Budget: \$10,600.00**

- Hard Costs: \$4,600 billed upon consumption
- Agency Management, Strategy & Implementation: \$6,000

**FAMs**

The Abbi Agency team excels at connectivity. Building itineraries that truly capture the essence of North Lake Tahoe requires piecing a puzzle together that is one part culture, one part adventure, one part scenic and one part local. Each itinerary offers opportunities to see the lake – both from above and on its waters – so journalists truly grasp its magic. Itineraries are packed with activities and dining recommendations, business descriptions and human-powered highlights.

An Abbi Agency team member will personally greet each journalist and translates key messages on behalf of the destination. This includes: advantages of mid-week stays and off-season travel, hashtags and social links to encourage digital sharing and storytelling, and a thorough itinerary review to answer any questions and offer additional information

By creating an itinerary that showcases a complex range of physical, emotional, and aesthetic characteristics – from historic architecture, to seasonal attractions and, even more importantly, the people who give our destination its local character and flavor, journalists gain an entirely new perspective of North Lake Tahoe. Through these itineraries and stories, target audiences

(Workaholics, Experiential Families, Adventure and Wellness Seekers) will be inspired to add North Lake Tahoe to their vacation shortlist.

The Abbi Agency filters through hundreds of journalist requests and inquiries, and the team has established a vetting process to identify the best media candidates to explore and highlight North Lake Tahoe. For those who don't qualify for a hosted visit, the team still provides itinerary recommendations, press materials and assists with securing media rates. The same care and follow up is extended to ensure every touch point of their experience is positive.

#### **FAM Tactics & Deliverables**

- 8 Domestic Individual FAMs will be hosted, including partner assisted FAMs.
- Strategic outreach to media to determine best publication/journalist fit.
- Itinerary coordination; including booking travel, accommodations, meals and planning activities/meetings.
- 1 team member will attend 1 activities/meal with journalist at the beginning of their trip and will attend an additional activity/meal as needed per itinerary or journalist request. If additional staff support is needed due to journalist quantity or activity TAA will reach out to NLT for inhouse representation.
- Follow up with journalists after the FAM is complete to ensure placement and additional placement opportunism.

#### **International FAM Tactics & Deliverables**

- 4 individual FAMS will be hosted with media from our target international markets emphasizing the Spring and Fall seasons.
- Strategic outreach to media and partner agencies to determine best publication/journalist fit.
- Itinerary coordination; including all travel arrangements such as airfare and rental car, accommodations, 3 meals a day as required, activities and partner meetings/interviews.
- TAA will assist in managing journalist during trip, including consistent phone communication.
- 1 team member will attend 1 activity/meal with journalist at the beginning of their trip and will attend an additional activity/meal as needed per itinerary or journalist request. If additional staff support is needed due to journalist quantity or activity TAA will reach out to NLT for inhouse representation.
- Follow up with journalist or partner agency after the FAM is complete to ensure placement and additional placement opportunism.

#### **Budget:**

##### **Domestic FAM Budget:**

The Abbi Agency rate to plan one itinerary for one journalist is \$3,500. This fee includes agency time plus hard costs. Hard costs are billed at a maximum of \$1,500 per trip; agency time is a flat fee of \$2,000 to coordinate activities, meals, lodging and journalist correspondence.

**Total Domestic FAM Budget:** \$28,000 : All FAM costs will be billed the month following FAM conclusion.

Hard Costs: \$12,000 billed upon consumption

- Agency Management, Strategy & Implementation: \$16,000

**International FAM Budget:**

The Abbi Agency rate to plan and coordinate one itinerary for one journalist is \$5,000. This fee includes agency time plus hard costs. Hard costs are billed at a maximum of \$2,000 per trip; agency time is a flat fee of \$3,000 to coordinate activities, meals, lodging and journalist correspondence.

**Frequency**

The Abbi Agency will work with international agencies to identify four journalists per fiscal year to visit North Lake Tahoe. Timeframe will be seasonal: winter, spring, summer and fall to ensure international audiences have a well-rounded view of North Lake Tahoe's seasonal amenities.

**Total International FAM Budget:** \$20,000 : All FAM costs will be billed the month following FAM conclusion.

- Hard Costs: \$6,000 billed upon consumption
- Agency Management, Strategy & Implementation: \$12,000

**Public Relations + Content + Social Media Strategy for Meetings, Conventions & Conference Sales**

The Abbi Agency will oversee strategy, management and implementation of social media and public relations strategies for meetings, conventions and conference sales. The team will develop content to highlight the unique offerings of North Lake Tahoe and showcase venues and team building ideas that differentiate North Tahoe from other destinations.

**Meetings & Conventions Tactics & Deliverables**

- Content and strategic guidance for 1 landing page will be established for GoTahoeNorth.com to highlight meeting offerings in NLT. This will be done in conjunction with the NLTRA meetings and Conference sales team.
- 1 FAM will be hosted to highlight destination offerings in the meetings and conventions realm.
- Ongoing communication with meetings journalists/publications.

**Budget:**

**Monthly Retainer:** \$1,000

**Total Fiscal Year Budget:** \$12,000

**Content Creation**

**Blog**

The North Lake Tahoe blog is an owned content source for trip planning that highlights seasonal activities, events to attend, and key proponents of the destination. Incorporating a human element and a glimpse at local life has proven to be extremely successful and gives readers behind-the-scenes insight into North Lake Tahoe.

**Strategy:**

The Abbi Agency recommends a data-driven organic and paid SEO content strategy to build a strong online reputation for the North Lake Tahoe brand. The purpose of the blog is twofold:

1. Build A Dynamic Online Presence: the blog will act as a vehicle to build relationships with potential visitors, create a desire to visit through inspirational storytelling, encourage engagement through social sharing, and to act as a platform that highlights the incredibly unique offerings of the destination.
2. Encourage More Visitation to GoTahoeNorth.com: a blog is the foundational tactic for a strong SEO strategy as both search engines and people are looking for relevant, inspiring and popular (authoritative) content. The blog will target specific and relevant search terms, which will result in higher rankings and an increase in visitation to GoTahoeNorth.com by qualified visitors. Maintaining consistency with established keywords (as defined by Augustine and The Abbi Agency) will strengthen SEO.

**Blog Tactics & Deliverables**

Create 2-3 evergreen blog posts per month. Blog content will be aligned to season, campaigns and events. Blogs are shared as a key feature in each newsletter and distributed with a website click-through call to action on all social channels. Post copy is platform-specific so sharing is intentional and maximized:

The Abbi Agency team will ensure that each post utilizes appropriate keywords and tags, while amplifying content reach by encouraging partners to share on their social and e-marketing channels. The team will optimize each post for SEO using Yoast plugin, and perform routine blog maintenance to check for broken links, broken images, and regularly update content.

**Budget:**

The Abbi Agency team is responsible for written content and posting to the website. Agency recommendation is to write and post 2-3 blogs per month and conduct regular blog maintenance checks.

**Monthly Budget:** \$1,800

**Total Fiscal Year Budget:** \$21,600

**Newsletter**

The North Lake Tahoe consumer database encompasses 32,555 subscribers with close to 55% viewing on a mobile platform. Leading subject lines include weather resources, flash deals and itinerary ideas. Content of the newsletter is highly visual, drives web traffic, includes calls-to-action, and targets an audience who has already shown interest in the destination. Our job is to

continually educate subscribers with trip planning content so North Lake Tahoe comes to life in their email inbox and they are inspired to book a trip.

**Strategy:**

List segmentation by geographic area because location greatly influences travel decisions. A segmented distribution list based on zip code will allow North Lake Tahoe to target regional drive, regional fly, and national consumers with more intentional content, offers, and calls-to-action. Examples include:

- Last-minute flight deals from Southern California
- Long lead planning tips for East Coast travelers
- Free weekly music series and festival descriptions for regional drive markets

Newsletter Design needs to be better optimized for mobile since such a high percentage rate of readers view the newsletter from their mobile device. The agency also recommends including additional sections to further highlight the North Lake Tahoe event calendar, lodging and airfare deals, user-generated content, and links to social channels. New subscribers will receive a welcome email that features a “best of” edition, link to the official visitors guide, and a personalized message.

**Newsletter Tactics & Deliverables**

- 1 – 2 newsletters will be created monthly and distributed through MyEmma to segmented lists based on geographic area.

**Monthly Budget:** \$2,000

**Total Fiscal Year Budget:** \$24,000

**MyEmma Monthly Cost:** \$311

**Total Fiscal Year Budget for MyEmma:** \$3,732

**Social Media Strategy**

Within the Social Media Scope of Work, monthly retainer costs will cover the following:

- Social Media Strategy - ongoing hands-on strategy, quarterly social media strategic plans

**Social Media Tactics & Deliverables**

Social Media Platform Management - Ongoing management of all North Lake Tahoe social assets, as follows:

- Facebook and Instagram:
  - 1-2 posts per day, following posting schedule
  - Ongoing management of interactions, messages, etc. to be responded to within 24 hours
  - Boosting budget management and execution
  - Engagement and management of User Generated Content (UGC) around #TahoeNorth

- Twitter:
  - 1-2 posts per day
  - Ongoing management of interactions, messages, etc. to be responded to within 24 hours
- Pinterest:
  - 1-2 posting sessions per week, each with 3-6 pins
  - Original pin graphics and posts each time new blog is published
  - Promoted pin management, as able within social media advertising budget
- Snapchat:
  - Quarterly management of lake community Snapchat filters
  - Original snap images uploaded during events, when team is in-person at lake
- YouTube:
  - Publishing of new video content
  - Video advertisement management, as able within social media advertising budget
- Photography - monthly photography around the lake to support social media efforts
- Project Management - general project management, including reporting and presentations.
- Social graphic development

**Monthly Retainer: \$4,000**

**Total Fiscal Budget: \$48,000**

**Monthly Boosting and Advertising Budget: \$500**

**Total Fiscal Budget: \$6,000**

### **Social Giveaways & Contests**

On as needed basis, The Abbi Agency will manage and launch Social Media Giveaways and Contests. These will include event promotion campaigns, contests, giveaways, influencer efforts or Facebook Lives.

Each social media giveaway and contest will be scoped on a per-project basis to account for time spent on creative development, planning, management and execution. These campaigns, including cost estimates, will be built into quarterly plans for approval of approach and additional scope from the North Lake Tahoe Marketing Committee before any execution.

### **Frequency**

The Abbi Agency recommends execution of **four** social media giveaways or contests per year, one executed per quarter. Two of the four will be smaller-scale contests, with a maximum budget of \$1,100 each, and the other two will be larger-scale contests, with a maximum budget of \$3,350 each.

*Note: This does not include hard costs for photography and videography within social media campaigns, as those production costs could exceed the \$3,350 for other campaign costs.*

**Total Fiscal Year Budget: \$8,900**

### **Facebook Live**

Facebook Live broadcast opportunities will be managed by The Abbi Agency on an ongoing basis. Facebook Live content is powerful, but should be used sparingly from a destination perspective. The Abbi Agency will plan to build it into monthly plans when it makes sense using quality tools to execute.

### **Facebook Live Tactics & Deliverables**

- 4 Facebook Live events will be hosted per fiscal year.
- Determine timeframe, talent & location
- Script out talking point for NLT representative and talent
- Pre-promotion through all social media channels
- Day of execution. i.e. travel, 1 team member on site filming

### **Budget: \$1,620 per Facebook Live**

- Hard costs are billed at a maximum of \$120 per live event
- Agency time is a flat fee of \$1,500 to plan, conduct outreach and travel to / from.

### **Total Fiscal Year Budget: \$6,480**

- **Hard Costs:** \$480 billed upon consumption
- **Agency Management, Strategy & Implementation:** \$6,000

### **Social Takeovers**

The Abbi Agency is acutely aware of the power of influencer marketing within social media strategies. We will work to execute three social media takeovers per fiscal year, including communication and management of influencers and promotion of social media takeover ahead of time.

### **Social Takeover Tactics & Deliverables**

- 3 Social takeovers per fiscal year will be conducted
- Talent and timeframe to be determined through strategic planning
- Onboarding/Implementation with talent to ensure brand consistency
- Pre-promotion through all social media channels

### **Budget: \$1,100**

- Hard costs are billed at a maximum of \$50 per takeover\*
  - Note: Influencer's costs and rates are not included within hard cost estimates, hard costs are to cover meals or beverages.

- Agency time is a flat fee of \$1,050 to plan, conduct outreach and outline best practices for posting

**Total Fiscal Year Budget:** \$3,300

- **Hard Costs:** \$150 billed upon consumption
- **Agency Management, Strategy & Implementation:** \$3,150

### **Content Campaign : Local Luminaries**

**Campaign Objectives:** The Local Luminary campaign will drive awareness to the varied cultural offerings of North Lake Tahoe and increase storytelling tactics in support of tourism. The following brand principles will guide tactical execution:

1. Viewers watch and engage with videos because they like the story, the characters, and the payoff. In order to generate viewership, engagement, and inspiration, the destination takes a back seat to the story and becomes the set while the main characters bring the passion.
2. Authenticity is key. North Lake Tahoe will partner with locals and tell an unscripted story in a unique and engaging way. Their passion, experience, and ideas will be authentic. Each episode will explore the human connection to community and environment while also documenting beautiful and defining landscapes.
3. The key to engaging storytelling is going beyond broadcasting and informing. To make videos resonate, stories will activate emotions within the viewer by either teaching something new or engaging a sense of wonder.

**Channels and Execution:** a teaser and timed-release strategy will be implemented to build interest and anticipation among social fans as each episode is released. Before launching the campaign, each video will be promoted with Instagram and Facebook teasers. The content marketing campaign will include:

- Six videos between 4-6 minutes in length that will highlight a North Lake Tahoe "Luminary." These will be housed on the Go Tahoe North website.
- Six teaser videos (:60 in length) will be shared across social media channels. These will include text captions for viewers watching without sound.
- Three corresponding blog posts (per video) that take various aspects of each local story a bit deeper.
- One corresponding newsletter (per video) distributed to a consumer database of 37,000 that highlights each individual and their tips to enjoy the local Tahoe lifestyle.
- One press release to launch the campaign – explaining what it is, where to find content, and a brief description of each Luminary.
- SEO/Digital Advertising budget to ensure content is seen through applicable search terms and social channels.

**Local Luminaries Campaign Goal:** For an awareness campaign, the goal of this project is to generate as many video views as possible. Length of view as well as positive sentiment towards the category message will also be measured.

**Connectivity:** Videos, written content, drone footage and still images will compliment overarching branding from North Lake Tahoe's *Human Nature* advertising campaign, create dialogue with new audiences and provide specific angles and experts for media to write about.

**Results:** Videos and images inspire, motivate and connect travelers to the destination. Stories, not marketing messages, gain widespread attention online, inspire action and instill loyalty. People connect with stories and they especially connect with character-driven stories that profile other people, rather than products. By leveraging stories of the unique individuals that embody the Tahoe lifestyle, The Abbi Agency will create compelling, character-driven content that is widely appealing to North Tahoe's target audiences. Accessibility to the Tahoe lifestyle will be authentic and evoke emotion, rather than coming across as marketing.

The visual and emotional nature of campaign elements are easily shareable, resulting in wide reach and powerful engagement. Owning North Tahoe's stories, rather than relying on paid search, billboards and banner ads, creates long-term value in web traffic, SEO and social media exposure. Authentic storytelling connects with a traveler that is not easily swayed by marketing messages, but pays attention to well-told stories.

*Note: The Abbi Agency submitted a grant fund request on behalf of North Lake Tahoe for TravelNevada to cover fees for two of the six videos. North Lake Tahoe has already committed to the production of four videos but to ensure a more robust series, six videos is ideal. In the event those grant funds are not awarded, The Abbi Agency would like to request \$15,000 for the production and promotion of two additional episodes.*

**Local Luminaries Budget Breakdown: \$8,700 per video**

- \$3,600 per video for production
- \$1,800 per video for written content -- blogs (3 per), video description, newsletter (1per)
- \$1,800 per video for Abbi Agency time
- \$1,000 per video for social boosting on Facebook, Instagram & YouTube
- \$500 per video for drone footage

**Frequency:** The Abbi Agency would recommend production of 2 videos to complete the Local Luminaries campaign.

**Total Campaign Budget: \$17,400.00**

**Strategy, Meetings, Presentations, Reporting & Project Management**

- 4 meetings per fiscal year with 4 additional "floating" meetings to attend upon request in North Lake Tahoe. i.e. coop meetings, strategy meetings, presentations as needed. Any meetings in Reno are not deducted from this allotment.
- 2 one hour status calls monthly with 1 team member in attendance.
- Metrics provided monthly in Drive Document for NLT to create necessary reports for Placer County.

- Cohesive fiscal year strategy planning across all TAA departments (social, pr, content, campaigns).
- 1 monthly recap provided to NLT detailing content, social, PR and campaign efforts in PowerPoint format.
- Ongoing client and internal communication and strategy planning.

**Strategy & Project Management Monthly Budget: \$2,000**

**Total Fiscal Budget: \$24,000**

**Payment Schedule**

Invoices are sent on the 1<sup>st</sup> of each month or on the first Monday of each month, whichever is first. The Abbi Agency requests invoices are please paid with 7 days of their receipt. Invoices are officially due 30 days from their receipt.

**Potential Additional Costs**

- Should the client require additional services outside this Scope of Work, The Abbi Agency will provide an estimate of services for the client's approval.

## **Addendum B – Budget**

### **Monthly Retainer Items**

- National Regional & Local PR: \$60,000; billed monthly \$5,000
- International PR: \$18,000; billed monthly \$1,500
- Conference Outreach: \$12,000; billed monthly \$1,000
- Strategy and Project Management: \$24,000; billed monthly \$2,000
- Content Development: Blogs: \$21,600; billed monthly \$1,800
- Content Development: Newsletters: \$24,000; billed monthly \$2,000
- Tools: MyEmma: \$3,732; billed monthly \$311
- Social Media Management: \$48,000; billed monthly \$4,000
- Social Media Boosting: \$6,000; billed monthly \$500

### **Billed Upon Consumption Items**

- Desk Sides: \$10,600
- Domestic FAM: \$28,000
- International FAM: \$20,000
- Social Giveaway and Contest: \$8,900
- Facebook Live: \$6,480
- Social Takeover: \$3,300

### **Addendum C – Placer County Funding Agreement**

Between North Lake Tahoe Marketing Cooperative (NLTMC) and The Abbi Agency.

“In participating in this Funding Agreement, we would like to clarify that to the extent Placer County TOT funding is expended by the NLTMC or by a third party under contract/grant from the NLTMC to provide project, program, service and/or support in any amount greater than \$25,000, the NLTMC shall utilize and require any third party to utilize a competitive bidding process or procurement process. Documentation of each required process will be submitted and include method of award determination.

The process is intended to ensure that work is awarded in an impartial manner to the most responsive and best qualified contractor, making certain that the project or program is accomplished in the most cost-effective manner. The applicability of this process includes consecutive or phased projects and programs where services are provided by a single entity that, when totaled, exceed the \$25,000 threshold.

The NLTMC competitive bidding process requires a minimum of two quotes or bids in writing for a project, program, similar product, and/or service. On expenditures over \$100,000, a minimum of three qualified bids should be sought if possible. In the case of third party bid process, the process must be thoroughly defined if criteria being used are different than that used by the NLTMC. All service and support in an amount greater than \$25,000 shall be accompanied by a scope of work, including milestones for completion, and inserted in all contracts prepared by NLTMC and/or contractor/vendor acting as a third party contractor. This provision is applicable to a government entity/non-profit benefit corporation, under contract with NLTMC to provide a project, program, service, and/or support, that sub-contracts any portion of the contract to a third party entity. For additional information, please refer to the *NLTRA Supplemental Operating Procedures and Policies.*”

#### Local Vendor Opportunity

The North Lake Tahoe Marketing Cooperative shall procure goods and services in a manner that ensures the best value for the organization, considering cost and quality (or expertise in the case of professional services), giving opportunities whenever possible to vendors and businesses that are based within the local geographic region.

Contract of UK/Ireland Travel Trade Representation for:

**NORTH LAKE TAHOE RESORT ASSOCIATION**

(Hereinafter referred to as North Lake Tahoe)

The cost of representation will be USD\$30,000 payable in quarterly instalments of USD\$7,500.  
Effective as of 1 July 2017.

Scope of work/deliverables:

Account Management

Black Diamond to:

- Provide North Lake Tahoe information on hotels, itineraries, local attractions and planning assistance to travel trade and consumers in response to any enquires made
- Facilitate all travel trade requests for digital assets and collateral
- Provide consumer brochure fulfilment of North Lake Tahoe visitor's guides and vacation planners
- Supply market intelligence including a weekly trade news update newsletter consisting of top trade stories and profile information on key tour operators and travel trade media
- Schedule the BD Travel Trade Account Manager to be in market every 15 months. North Lake Tahoe will plan the full itinerary and will cover the costs of accommodation/resort transportation/meals/activities. If, however, due to circumstances outside the control of Black Diamond the BD Travel Trade Account Manager is unable to travel to California on other business or is unable to extend another scheduled trip, Black Diamond will offer North Lake Tahoe the option to cover the costs of air transportation for said BD Travel Trade Account Manager.

Black Diamond to deliver a Quarterly report to include:

- Outbound travel market review, economic overview and summary of key media trends and activity
- Trade enquiries
- Notes from meetings with trade and brand partnership contacts as well as contact information
- Overview of co-op opportunities presented and campaign overview (where executed)
- Details of agent trainings – number of agents trained and agent feedback
- Industry personnel changes
- Quarterly reports to be delivered by the following dates: 10th October, 10th January, 10th April, 10th July through the 2017/2018 calendar year.

## Travel Trade

### Sales Calls and Training

- Target both tour operators who feature the destination and those who do not through a regular schedule of sales calls to key UK Product and Sales Managers. Schedule sales calls with Irish Product and Sales Managers every 12 months.
- Develop a training programme to target all tour operators who feature North Lake Tahoe in the UK/Ireland with new destination presentations to be reviewed each quarter.
- Generate a minimum of three leads per quarter for North Lake Tahoe to action

### Trade & Consumer Shows

- Identify a mutual target meeting list and assist with buyer outreach for IPW
- Present North Lake Tahoe with relevant trade and consumer show opportunities in the UK and Ireland. A booth presence at any show requires additional budget and resource
- Represent North Lake Tahoe at tour operator sponsored trade and consumer shows

### Co-op marketing and Integrated Promotions

- Present North Lake Tahoe with travel trade and consumer marketing co-op opportunities to assist with (2) marketing co-ops per year.

### Brochure Analysis

- Black Diamond will conduct an annual online inventory report for NLTMC that will take an in-depth view of all hotels, attractions and tours being included within UK & Irish tour operator websites.
- The analysis is to cover tour operator profiles, NLTMC area hotel listing and count, itineraries, escorted tours, year on year comparison, overview of UK trade landscape changes year on year.
- Black Diamond would deliver this report ahead of IPW each year.

### In market trade educationals

- Encourage visitation of North Lake Tahoe by all areas of the trade: decision makers and owners of travel companies, product managers and selling staff
- Organise and escort specific familiarization tours to North Lake Tahoe (in combination with other relevant destinations). Each opportunity will be evaluated on a case-by-case basis and will not infringe on any state wide Visit California fam tours
- Any expenses or costs, including airfare for UK host if necessary, incurred as a result of organising and facilitating these trips will be billed to North Lake Tahoe

### Trade Communication

- Give North Lake Tahoe the opportunity to provide news stories for Black Diamond's monthly themed trade newsletter (sent to approximately 3,500 trade professionals). Story must be

relevant to respective theme (i.e. family, luxury, food and wine, etc.)

- Immediate communication to trade of key news items from North Lake Tahoe

#### Travel Trade Press

- Meet regularly with travel trade publications to update them on North Lake Tahoe news and UK-specific initiatives
- Distribute imagery and information about travel trade activities undertaken on behalf of North Lake Tahoe (training / events)

#### Crisis Management

- Provide small scale crisis management where required
- Should a crisis elevate to necessitate 24/7 crisis support an additional fee will be charged, subject to agreement with North Lake Tahoe

#### Sales Missions and in-market events

- Sales Mission in the UK (once a year): identify product prospects, organise schedule of meetings, reconfirm and re-book where necessary, plan bespoke meeting agenda, attendance of sales calls, meeting follow up
- Organise one trade event to target decision makers/VIP agents during this visit. Timing and budget to be agreed, avoiding WTM, Visit California sales missions and other major trade events
- Any expenses or costs incurred by Black Diamond as a result of organising or facilitating these events and meetings will be billed to North Lake Tahoe

#### Implement maintain and develop an editorial calendar

	Q1 July - September	Q2 - October - December	Q3 - January - March	Q4 - April - June
Primary Message	Family - why North Lake Tahoe is the ideal family holiday destination - for families of all ages.	Ski - Focus on Winter news, activities and skiing in North Lake Tahoe	Luxury - High end accommodation & experiences.	Adventure/Active - Focus on Summer and getting fit and outside in North Lake Tahoe
Secondary message	News, Events, Anniversaries, Openings, Offers + Beautiful Imagery & Content			

Implement annual travel trade plan

2017-18 Key Priorities						
Travel Trade						
		Training	Trade Co-ops & Promotions	Destination FAMs	Reporting	Trade Shows and Events
To generate increased tourist visitation to North Lake Tahoe and to provide a return on the investment by inspiring leisure travellers/consumers to consider a North Lake Tahoe vacation.	July	Training/ Sales Calls			Report	Visit USA Ball Visit California UK and Ireland Sales Mission
	August	Training/ Sales Calls				
	Sept	Training/ Sales Calls	Ski Co-op			Ski Show
	October	Training/ Sales Calls	Ski Co-op		Report	
	Nov	Training/ Sales Calls				World Travel Market
	December	Training/ Sales Calls				
	January	Training/Sales Calls black out period due to high selling			Report	Holiday World Show Dublin
	February	Training/Sales Calls black out period due to high selling		Summer Co-Op		
	March	Training/ Sales Calls	Summer Co-Op			
	April	Training/ Sales Calls		Ski FAM - MTS	Report	
	May	Training/ Sales Calls				
	June	Training/ Sales Calls				IPW 2016

Contract terms

- North Lake Tahoe agrees to pay Black Diamond USD\$30,000, payable in four quarterly payments of \$7,500
- If any amount due is not paid within sixty days of the invoice date, interest will be added
- Interest will be added at the rate of 3% to the balance due. This fee will be automatically added to the following invoice
- If at any time North Lake Tahoe is sixty days arrears on any balance due to the companies, the companies shall be permitted to stop work on 48 hours advance notice
- This agreement is effective as of 1<sup>st</sup> July 2016 through 30<sup>th</sup> June 2017 unless cancelled by either party on 60 days written notice. If North Lake Tahoe cancels this agreement maximum liability will not exceed 60 days of fees and previously approved expenses

Signatures

For and on behalf of Black Diamond:

\_\_\_\_\_  
Guy Chambers, Managing Director

\_\_\_\_\_  
Date

For and on behalf of North Lake Tahoe:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name



Tourism Representation ♦ Sales ♦ Marketing ♦ Public Relations  
Media Strategy ♦ Media Planning and Buying

**2017-2018**

## **CONTRACT FOR SERVICES**

This is an agreement between Gate 7 Pty Ltd and

North Lake Tahoe Marketing Cooperative – 50%

and

Mammoth Mountain/Mammoth Lakes Tourism – 50% combined (25% each)

To be known as North Lake Tahoe and Mammoth Mountain/Mammoth Lakes within this agreement

Australian and New Zealand markets including

Travel Trade

### **Service level**

Standard Plus (Travel Trade) Australia and New Zealand

## REPRESENTATION & MANAGEMENT SERVICES

### **TERRITORY**

Gate 7 Pty Ltd will be responsible for providing the agreed activities and services for North Lake Tahoe and Mammoth Mountain/Mammoth Lakes within the territory of Australia and New Zealand for Travel Trade services.

The agreed breakdown is as follows

North Lake Tahoe – 50%  
Mammoth Mountain/Mammoth Lakes – 50% (25% each)

### **ADDRESS & MAIL**

- A. Gate 7 will provide the following address and office as the business address for North Lake Tahoe and Mammoth Mountain/Mammoth Lakes in Australia:

c/o Gate 7 Pty Ltd  
Level 1, 97 Rose Street  
Chippendale NSW 2008  
Australia

Ph: +61 2 9356 2945  
Fax: +61 2 9356 2001

- B. Gate 7 will receive and issue mail on behalf of North Lake Tahoe and Mammoth Mountain/Mammoth Lakes at the designated address.
- C. Gate 7 will allow the use of the address for marketing and promotional material to be printed and distributed as instructed by of North Lake Tahoe and Mammoth Mountain/Mammoth Lakes.
- D. Gate 7 will include the North Lake Tahoe and Mammoth Mountain/Mammoth Lakes logos on the office signage at the designated address.

## TRAVEL TRADE SERVICES

### **ACCOUNT MANAGEMENT**

- A. Gate 7 will provide a dedicated travel trade account manager to of North Lake Tahoe and Mammoth Mountain/Mammoth Lakes. The account manager will receive the strategic guidance and management from the Gate 7 Director of Travel Trade.
- B. Gate 7 will provide reasonable storage space for collateral material supplied by North Lake Tahoe and Mammoth Mountain/Mammoth Lakes for the activities outlined in this agreement. Gate 7 will issue this collateral material in the best interest of North Lake Tahoe and Mammoth Mountain/Mammoth Lakes or as instructed.
- C. Gate 7 will provide collateral fulfilment to ad hoc consumer requests.
- D. Gate 7 will provide destination information and planning assistance to the travel trade in response to face to face, telephone, fax, email or written enquiries from the travel trade.
- E. Gate 7 will provide brochure fulfilment to the travel trade.
- F. Gate 7 will provide travel counselling to trade and consumer enquiries
- G. Gate 7 will generate and forward leads from the travel trade where relevant.

### **PLANNING**

- A. Gate 7 will develop an annual market strategy and overriding philosophies to guide activity for approval by of North Lake Tahoe and Mammoth Mountain/Mammoth Lakes.
- B. Gate 7 shall develop an annual topline plan for travel trade activity for approval by North Lake Tahoe and Mammoth Mountain/Mammoth Lakes.
- C. Gate 7 shall attend a quarterly planning conference call with North Lake Tahoe and Mammoth Mountain/Mammoth Lakes.
- D. Gate 7 shall develop a detailed quarterly plan of activity.

### **SALES CALLS AND TRAVEL TRADE OUTREACH**

- A. Gate 7 will maintain a regular schedule of sales calls to wholesale product managers, airline contacts and decision makers within the travel trade.
- B. Gate 7 will maintain a regular schedule of training appointments with reservation and wholesale sales staff.
- C. Gate 7 will maintain a regular schedule of retail travel agency sales calls to frontline selling travel agents.
- D. Gate 7 will provide interactive and engaging training at travel trade educational seminars, workshops and webinars.
- E. Gate 7 will represent North Lake Tahoe and Mammoth Mountain/Mammoth Lakes at industry events and networking functions. Eg Visit USA networking functions
- F. Quarterly stand-alone e-blast destination update to database of agents we have collated through destination specific trainings, familiarizations etc.

## TRAVEL TRADE SERVICES

### *TRADE FAMILIARISATIONS*

- A. Gate 7 will provide North Lake Tahoe and Mammoth Mountain/Mammoth Lakes with one fully co-ordinated and escorted trade familiarization opportunity for up to 10 qualified travel agent participants, including flights to the USA.

### *CLIENT IN MARKET VISITS*

- A. Gate 7 will provide assistance in the preparation of client itinerary and meetings for one in market visit. (Event management is not covered by this scope of work and must be quoted up separately. Gate 7 will accompany client to in-market meetings upon request, where possible.

### *TRADE & CONSUMER SHOWS*

- A. Gate 7 will identify a mutual target meeting list and assist with buyer outreach for IPW (or an alternative travel trade show as requested).
- B. IPW appointment facilitation by Gate 7's Director of Travel Trade, where relevant.
- C. Gate 7 will present North Lake Tahoe and Mammoth Mountain/Mammoth Lakes with additional relevant trade and consumer show opportunities in market.
- D. Gate 7 will provide booth presence at trade or consumer shows, if required.

### *SPECIAL PROJECTS*

- A. Gate 7 will present travel trade and marketing co-op opportunities within agreed activity budget parameters.
- B. Gate 7 will provide assistance in ascertaining value and strategy of additional marketing opportunities.
- C. Gate 7 will provide end to end management of up to two approved trade co-operative marketing campaigns with a collective maximum value of USD\$20k (Management and implementation of these activities is included in the retainer). Management of activities on a larger scale will be quoted separately.
- D. Larger scale or consumer facing promotional activity is not covered within this scope of work and must be quoted up separately.

### *REPORTING*

- A. Gate 7 will prepare a monthly email with an activity report
- B. Gate 7 will prepare a quarterly report for to include local market intelligence, aviation news and an activity report. The quarterly reports are due on the 10th of each of the following months: October, January, April & July.
- C. All market intelligence is provided on a confidential basis and North Lake Tahoe and Mammoth Mountain/Mammoth Lakes may not share this information further with third parties other than suppliers within the destination.
- D. Gate 7 will include reports on marketing activity at conclusion of program.
- E. Gate 7 to provide an annual market overview including travel trade landscape, distribution analysis and results. The distribution analysis is due June 15, 2018 for year round (dependent on brochure release date). The analysis will be expanded to include all contracted product also known as product tracking.

## **TERMS, FEES AND EXPENSES**

### **TERM**

- A. This contract is valid for the period 1 July 2017-30 June 2018
- B. This contract may be terminated at any time without prejudice with 90 days notice by either Gate 7 Pty Ltd or North Lake Tahoe and Mammoth Mountain/Mammoth Lakes and fees will be charged on a pro-rate basis.

### **FEES**

- A. North Lake Tahoe and Mammoth Mountain/Mammoth Lakes will pay Gate 7 Pty Ltd a total combined annual fee of USD\$40,000 for the services outlined in this agreement. The breakdown for the agreed split is as follows:

North Lake Tahoe USD\$20,000 (\$5k per quarter)

Mammoth Lakes USD\$10,000 (\$2.5k per quarter) / Mammoth Mountain USD\$10,000 (\$2.5k per quarter)

- B. The fees will cover all staffing costs for services outlined in this agreement and basic office costs including wages, superannuation, payroll tax, office space, equipment, postage, couriers and insurances.
- C. For Travel Trade - the fees include a discretionary USD\$5k to cover expenses including local travel and entertainment costs, phone, participation in events, general expenses, small investment co-operative and training opportunities.
- D. Any requested services which are outside this scope of work can be contracted on an ad hoc basis and will attract additional project fees. This additional work will not commence prior to written approval from North Lake Tahoe and Mammoth Mountain/Mammoth Lakes.
- E. Fees will be billed quarterly in advance with 30 day terms. They will be billed in US dollars.

### **FEES DO NOT INCLUDE**

- A. Costs over and above the combined USD\$5k discretionary budget. Express permission will be sought for any additional costs to be incurred on behalf of North Lake Tahoe and Mammoth Mountain/Mammoth Lakes for marketing activities or anything else. These will be billed back to North Lake Tahoe and Mammoth Mountain/Mammoth Lakes at cost.

### **EXPENSES**

- A. Any additional expenses to be billed will require express written approval from North Lake Tahoe and Mammoth Mountain/Mammoth Lakes in advance to incurring the cost.
- B. These additional, approved expenses will be billed quarterly, in arrears with 30 day terms. Expense confirmation, back up and an explanation will be provided with the invoice.
- C. Expenses will be billed in US dollars with a 5% spot rate applied to cover exchange rate loss.

## THE SIGNATURES

We agree to abide by the arrangements outlined in this document

**Name** \_\_\_\_\_  
**Organisation** \_\_\_\_\_  
North Lake Tahoe  
Marketing Cooperative  
**Position/Title** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Name** \_\_\_\_\_  
Jo-Anna Palmer  
**Organisation** \_\_\_\_\_  
Gate 7 Pty Ltd  
**Position/Title** \_\_\_\_\_  
Managing Director  
**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

## THE SIGNATURES

We agree to abide by the arrangements outlined in this document

**Name** \_\_\_\_\_

**Organisation** Mammoth Mountain

**Position/Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name** Jo-Anna Palmer

**Organisation** Gate 7 Pty Ltd

**Position/Title** Managing Director

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## THE SIGNATURES

We agree to abide by the arrangements outlined in this document

**Name** \_\_\_\_\_

**Organisation** Mammoth Lakes Tourism

**Position/Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name** Jo-Anna Palmer

**Organisation** Gate 7 Pty Ltd

**Position/Title** Managing Director

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**GATE 7**Tourism Representation · Sales · Marketing · Public Relations  
Media Strategy · Media Planning and Buying

2017-2018		
	<i>Standard Service</i>	<i>Standard Plus</i>
<b>TRAVEL TRADE SERVICES</b>		
<b>Account Management</b>		
Signage at Gate 7 office	✓	✓
Dedicated Travel Trade Account Manager	✓	✓
Strategic guidance and management of Account Manager from Gate 7's Director of Travel Trade	✓	✓
Storage of reasonable quantities of collateral	✓	✓
Collateral fulfilment to trade	✓	✓
Collateral fulfilment to ad hoc consumer requests	✓	✓
Travel counselling to trade and consumer enquiries	✓	✓
Generate and forward leads from the travel trade for partners to action	✓	✓
<b>Planning</b>		
Annual development of market strategy and overriding philosophies guiding account activity	✓	✓
Annual topline trade activity plan development	✓	✓
Quarterly planning conference call with head office	✓	✓
Detailed quarterly plan development	✓	✓
<b>Sales Calls - Travel Trade Outreach</b>		
Maintain a regular schedule of sales calls to wholesale product managers, airline contacts and decision makers within the travel trade	✓	✓
Maintain a regular schedule of training appointments with reservation and sales staff of wholesalers	✓	✓
Maintain a regular schedule of retail travel agency sales calls to front line selling travel agents	✓	✓
Provide interactive and engaging destination exposure and training in travel trade educational seminars, workshops and webinars	✓	✓
Representation at industry events eg: Visit USA networking functions	✓	✓
Quarterly standalone e-blast destination update to database of agents we've collated through destination specific trainings, fairs etc.	✓	✓



# GATE 7

Tourism Representation · Sales · Marketing · Public Relations  
Media Strategy · Media Planning and Buying

2017-2018

**Standard  
Service**

**Standard  
Plus**

## TRAVEL TRADE SERVICES

### Trade Familiarisations

Provide client with one fully co-ordinated and escorted trade familiarisation opportunity for up to 10 qualified participants, including flights to the USA

1 per year

Number TBD -  
reflective of budget  
and objectives

### In Market Visits

Assistance in the preparation of client itinerary and meetings for 1 in-market visit. (Event management is not covered by this scope of work and must be quoted up separately)

✓

✓

Accompany client to in-market meetings upon request, where possible.

✓

✓

### Trade and Consumer Shows

Identify a mutual target meeting list and assist with buyer outreach for IPW (or other trade show as requested)

✓

✓

IPW Appointment facilitation by Gate 7s Director of Travel Trade, where relevant

✓

✓

Present relevant trade and consumer show opportunities in the market

✓

✓

Booth presence at trade or consumer show

N/A

✓

### Special Projects (Promotions, Marketing, Partnerships, Events)

Present travel trade and marketing co-op opportunities within agreed activity budget parameters

N/A

✓

Provide assistance in ascertaining value and strategy of additional marketing opportunities

N/A

✓

End to end management including post report of up to two approved trade co-operative marketing campaigns with a collective maximum value of USD\$20k (*Management and implementation of these activities is included in the retainer. Management of activities on a larger scale will be quoted separately*)

N/A

✓



Tourism Representation · Sales · Marketing · Public Relations  
Media Strategy · Media Planning and Buying

## 2017-2018

	<b>Standard Service</b>	<b>Standard Plus</b>
--	-----------------------------	--------------------------

### Special Projects (Promotions, Marketing, Partnerships, Events) continued

Any larger scale or consumer facing promotional activity is not covered within this scope of work and must be quoted up separately.

### Reporting

Monthly email with an activity summary.

✓

✓

Quarterly report including quarterly activity and market intelligence updates.

✓

✓

Annual market overview including travel trade landscape, distribution analysis and results.

✓

✓

## INVESTMENT

INVESTMENT – AUSTRALIA

USD\$23,000

USD\$30,000

INVESTMENT – AUSTRALIA AND NEW ZEALAND

USD\$33,000

USD\$40,000

### Fees include

All staffing costs for services outlined and basic office costs including office space, equipment and reasonable collateral storage space

✓

✓

Discretionary budget to cover local travel (including 2 annual trips to NZ where applicable) and entertainment costs, phone, postage, general expenses, small investments in co-operative marketing and training opportunities.

✓

✓

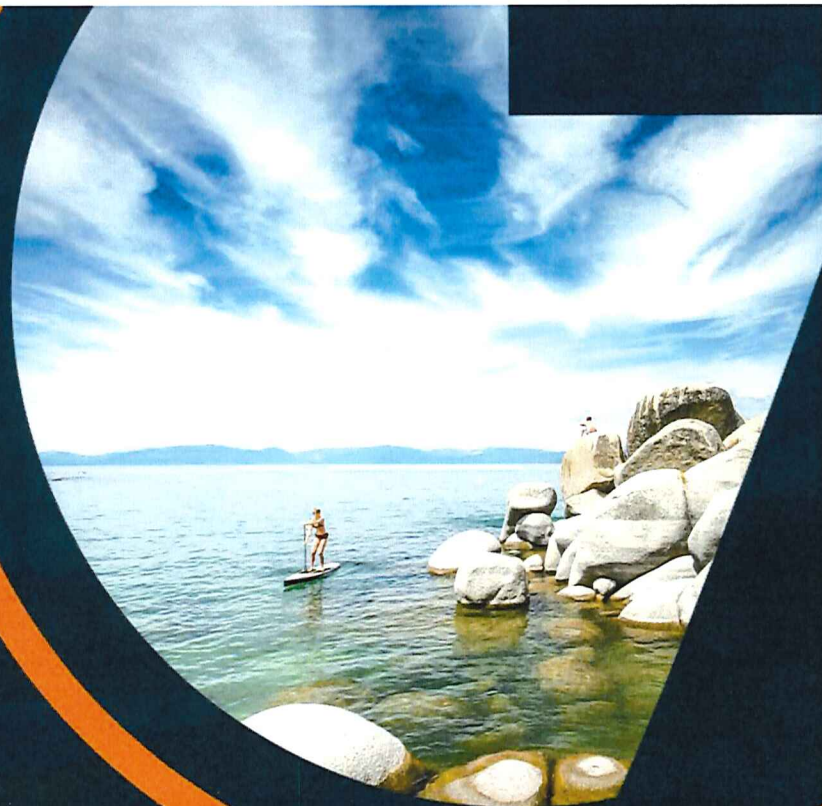
*(Australia only - USD \$2k, Australia and New Zealand USD 5k)*

### Fees do not include

Costs over and above the discretionary budget. Express permission will be sought for any additional costs to be incurred on behalf of the client for marketing activities or anything else. These will be billed back to the client at cost.

✓

✓



# Destination Representation for North Lake Tahoe

Australia / New Zealand

Marketing Strategy  
by Gate 7

May 2017

Gate 7 Pty Ltd  
Level 1, 97 Rose Street  
Chippendale  
NSW 2008 Australia  
P: +61 2 9356 2945  
E: [jo@gate7.com.au](mailto:jo@gate7.com.au)  
W: [www.gate7.com.au](http://www.gate7.com.au)

## Objective:

**To increase consumer and travel trade awareness on the year round messaging of North Lake Tahoe.**  
**North Lake Tahoe is the ultimate year round outdoor playground.**

Key objectives:

- Confirm key assets of year round North Lake Tahoe that are of interest to the visitor from Australia and New Zealand, in particular with a focus on outdoor/ active enthusiasts and to bring to life North Lake Tahoe in West Coast drive itineraries.
- Generate awareness of these assets via channels that will resonate with an active and outdoor audience.
- Build on the existing strengths and knowledge of the destination and escalate the year round message.
- Establish a dedicated North Lake Tahoe year round identity for this market with non-traditional distribution channels such as OTA's and package specialists.
- Position North Lake Tahoe as a 'must visit' on any West Coast USA trip.
- Facilitate the offering of North Lake Tahoe product in Australia and New Zealand.
- Drive visitation and increase room night stay in the North Lake Tahoe area.
- Work with key partners to help facilitate drive itineraries and joint promotions; such as airports, other RTO's, State Tourism Boards and car hire companies.

## Travel Trade objectives:

- Work with trade partners to ensure North Lake Tahoe is well represented in trade collateral
- Work with new travel trade partners that concentrate on the year round product offerings
- Ensure trade partners are well trained, motivated and have a great understanding of the North Lake Tahoe 'year round' assets in order to sell effectively as a part of any Nevada/ California itinerary
- Increase the length of stay for visitors, particularly for the non-ski clients
- Utilize brand alignment to increase destination demand and awareness
- Achieve a 10% year on year increase in product development

## Strategy:

Whether it is through trade or consumer communications the key will be to increase the profile of North Lake Tahoe as the ultimate year round playground.

With more than 247 days of sunshine North Lake Tahoe really does not have any parallel in terms of aesthetic paired with activities.

Trade:

For the first six months the trade focus will be on building awareness of the year round opportunities and increasing the product offerings.

- Developing annual year round plans for the NLT Mammoth Cooperative
- Product Manager Meeting – With wholesale key accounts
  - Infinity Holidays – Australia and New Zealand
  - Qantas Holidays - Australia
  - Freestyle Holidays - Australia
  - Excite Holidays – Australia and New Zealand
  - Adventure World – Australia and New Zealand
  - Go Holiday – new Zealand
  - House of Travel - New Zealand

## Strategy:

- Year round product analysis
- Assets analysis
- Training – Wholesale
  - Infinity Holidays – Australia and New Zealand
  - Qantas Holidays - Australia
  - Freestyle Holidays - Australia
  - Excite Holidays – Australia and New Zealand
  - Adventure World – Australia and New Zealand
  - Go Holiday – new Zealand
  - House of Travel - New Zealand
- Training - Retail
  - Flight Centre Group – Australia and New Zealand
    - Flight Centre, Escape, Travel Associates and Student Flights
  - Helloworld – Australia and New Zealand
- Travel Managers Australia
- Travel Counsellors Australia
- MTA Australia
- I Travel Australia
- I Talk Travel Australia
- Travellers Choice Australia
- House of Travel - New Zealand
- Life Style Holiday – New Zealand

## Strategy:

- Drive Itineraries
- Assets analysis
- Training – Wholesale
- Fams
- Trade Conferences (Helloworld Frontliners/Discover the America's – Pending budget)
- Co-op Marketing
- Incentives

# Key Accounts - Australian Wholesale Industry

Infinity Holidays:



Qantas Holidays / Viva Holidays:



Freestyle Holidays



Expedia TAAP:



Excite Holidays:



Other Wholesalers:



# Key Accounts – Australian Retail Industry

Activity would be focussed around the following key accounts

Flight Centre



helloworld



Personal Travel Managers



STA



Other



# Key Accounts – Australian Wholesale Industry

Activity would be focussed around the following key accounts

Infinity Holidays



Qantas Holidays / Viva Holidays



Freestyle Holidays



Expedia TAAP



Excite Holidays



Other Wholesalers



## Key Accounts – New Zealand Ski Operators

Activity would be focussed around the following key accounts



# Key Accounts – New Zealand Retail Industry

Activity would be focussed around the following key accounts

Flight Centre



helloworld



House of Travel



Lifestyle Holidays



# Key Accounts – New Zealand Wholesale Industry

Activity would be focussed around the following key accounts

Infinity Holidays



Go Holidays



House of Travel



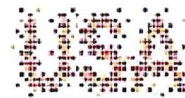
# Trade Show Recommendations

Trade shows offer mass training opportunities and we will seek to exhibit at the ones which we feel provide the biggest return on investment. The following conferences and exhibitions are recommended due to the quantity and quality of the opportunities to educate the industry.



## **helloworld Frontliners Conference – October 2017**

The helloworld Frontliners Forum is the key event in the annual calendar for their travel consultants and is attended by more than 500 delegates. This is a fabulous opportunity to showcase product offerings while networking with the top frontline consultants. Recommended for 2017.



## **Discover Americas Expos Aus – Syd, Mel, Bris 2018 Auckland & Christchurch NZ 2018**

Highly recommend for 2018. The events are a USA showcase to the Australia & New Zealand travel industry, with an audience of travel agents, home based travel brokers, wholesaler reservations/sales staff and media. The show is a highly anticipated annual event for the travel industry.

## Optional Budget Additions

Timing	Budget Line	Activity / Description	Amount \$USD
May	Trade	Snow Travel Expos	\$8,000
May	Trade	Additional Snow Week Activities Mogul, Skimax, Travelplan, Sno'n'Ski Agent/Consumer Events	\$7,000
Oct/Nov 17	Trade	Helloworld Frontliners Conference	\$7,500
Feb 17	Trade	Visit USA Trade Shows	\$7,500
June – August 18	Trade	Brand Marketing Campaign Ideas 17/18 (scalable budget )	\$20,000
<b>Total</b>	<b>Trade</b>		<b>\$50,000</b>
<ul style="list-style-type: none"> <li>• The above options will be discussed in detail and agreed upon in writing by NLTMC before any activity is undertaken</li> <li>• Any out of scoop work will be quoted on an hourly rate and agreed upon in writing by NLTMC before any activity is undertaken</li> </ul>			

## AGREEMENT TO PROVIDE PUBLIC RELATIONS SERVICES

This Agreement to Provide Public Relations Services ("Agreement") is entered into as of the date last executed below ("Effective Date") by and between THE ABBI AGENCY, a Nevada corporation (collectively, "Consultant") and North Lake Tahoe Resort Association ("Client") for the purpose of providing local event support and public relations under the following terms and conditions:

### 1. TERM; TERMINATION; EFFECT OF TERMINATION:

- a. The initial term of this Agreement shall be for twelve months, commencing on July 1, 2017 and continuing through July 31, 2018 (the "Initial Term"), and thereafter, shall be reviewed and amended per new term and service.
- b. Either party may terminate this Agreement at any time after the Initial Term, for any reason or no reason, by providing not less than thirty (30) days prior written notice to the other party.
- c. Upon termination, all obligations of the parties shall cease, and Consultant shall provide or return to Client any and all client materials either provided by client, or created for client hereunder.

### 2. OBLIGATIONS OF THE PARTIES:

- a. Obligations of Consultant. Consultant shall perform the services described in the attached Statement of Work ("SOW") which is made a part of this Agreement (the "Services") in Attachment A:
  - i. Consultant shall at all times cooperate with Client, including but not limited to the timely provision to Client of all necessary information and reports as outlined in SOW.
  - ii. Contract for Services Only. This is a contract only for services to be performed by Consultant in a workmanlike manner according to industry standards. No guarantee is made of any placement, outcome or other result of any nature.
  - iii. Services Include: Public Relations and Social Media services, inclusive.
- b. Obligations of Client.
  - i. Client shall at all times cooperate with Consultant, including but not limited to the timely provision to Consultant of all information necessary for Consultant to perform Consultant's duties hereunder. Consultant is under no obligation to perform services for which Client has not provided such information.
  - ii. In consideration of the performance of the services described in subparagraph 2.a.i., Client shall pay Consultant a net 30-day fee totaling four thousand dollars (\$4,000) per event.

- iii. Consultant shall provide Client with monthly invoices, such invoices are a courtesy to Client and are not a condition precedent to Client's payment of the aforementioned fee.
- iv. In consideration of the performance of the Services, Client shall pay Consultant in the amount, and in the manner set forth in Attachment A. Consultant shall provide Client with an invoice on the first day of the month following the completion of an event.
- v. Additional services beyond the Services shall be discussed and agreed in writing before the consultant begins billing for such work and thereafter be billed at the then current hourly rates or agreed fixed price, and will be memorialized in a separate or revised SOW.
- vi. Client shall pay Consultant for all necessary expenses incurred in performing the services detailed above, provided such expenses such as meals and incidentals have been pre-approved by Client. For expenses such as travel and lodging that Client has ability to obtain preferable rates, Consultant agrees to allow Client to arrange such expenses and pay providers directly. The Client's billing rate covers all general administrative expenses but does not include travel expenses. All consultant expensive must be approved with written verification from client.
- vii. Client shall bill all hard costs incurred back to the client with a twenty percent (20%) mark up for out of pocket expense management.
- viii. If an invoice is not paid within thirty (30) days of receipt, a carrying charge of 1% per month, compounded monthly, shall be added to Client's outstanding balance.
- ix. In the event a monthly payment or invoice is not timely paid, Consultant may suspend all work on any or all projects until full payment is made. Client holds Consultant harmless from all liability that may arise as a result of suspension of work due to non-payment.
- x. Consultant and Client intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Materials") to be a work made for hire. Consultant acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright and patent) belongs to and shall be the sole and exclusive property of Client.
- xi. If for any reason the Materials would not be considered a work made for hire under applicable law, Consultant does hereby sell, assign, and transfer to Client, its successors and assigns, the entire right, title and interest in and to the copyright and patent in the Materials and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all Materials based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages,

claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights and patents, and in and to all rights corresponding to the foregoing throughout the world.

xii. Consultant agrees to execute all papers and to perform such other proper acts as Client may deem necessary to secure for Client or its designee the rights herein assigned

xiii. Consultant agrees not to publish or use or cause to be used in any way any Materials, recording or media done on behalf of Client without the prior written approval of an authorized representative of Client.

### 3. INDEMNIFICATION

- a. Client shall defend, indemnify and hold Consultant harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Consultant by any third party, which arise out of or in connection with (i) Client's breach of this Agreement; (ii) information or materials supplied to Consultant by Client; or (iii) any issue arising from Client's products or services.
- b. Consultant shall indemnify, defend and hold Client harmless for all Loss with respect to any third party claim or action against Client arising out of or in connection with (i) material prepared or provided by Consultant on Client's behalf to the extent it asserts a claim for infringement of trademark, copyright, piracy, or plagiarism; (ii) Consultant's failure to follow Client's express written instructions; or (iii) Consultant's breach of this Agreement.
- c. Upon the assertion of any claim or the commencement of any suit or proceeding against either party ("Indemnatee") that may give rise to liability of the other party ("Indemnitor") hereunder, the Indemnatee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnatee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnatee shall make reasonably available to the Indemnitor all applicable books and records relating to the claim, and the Indemnatee agrees reasonably cooperate with Indemnitor, at Indemnitor's sole cost and expense.

### 4. GENERAL PROVISIONS:

- a. Representations and Warranties. Each of the parties to this Agreement makes the following representations and warranties to the other party. The persons who have executed this Agreement have been authorized to do so by the party on whose behalf the party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each party is under no disability to enter into this Agreement and to perform all covenants contained in this Agreement. None of the warranties, representatives, or statements made by any party in this Agreement contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.
- b. Binding Effect. Except as specifically provided otherwise by this Agreement, this Agreement is binding upon and shall inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, including without limitation, any corporation, foundation, partnership, or individual(s) which may acquire all or substantially all of any party's assets or with or into which any party may be consolidated, merged or reorganized.
- c. Assignment. Neither party may assign or transfer any of its rights under this Agreement without the prior written consent of the other party. Any such attempted assignment or transfer is void; provided, however, that either party may assign or transfer this agreement to an entity acquiring all or substantially all of its assets or equity, or as part of any business combination.
- d. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.
- e. Cumulative Remedies. All remedies, rights, undertakings, covenants, guarantees and agreements contained in this Agreement, or otherwise provided by law and not specifically waived herein, are cumulative and may be exercised singly or concurrently, and the exercise of any one or more of them will not be a waiver of any other.
- f. Integration/Entire Agreement. This Agreement constitutes the entire integrated agreement among the parties hereto and supersedes and takes the place of any prior written or oral agreement(s) and all understanding(s), discussion(s) and negotiation(s), or instrument(s) purporting to be an agreement of the parties relating to the transactions contemplated herein.
- g. Survival of Covenant. Any and all covenants and agreements that this Agreement does not require to be fully performed prior to the date of Termination shall survive the date of Termination and shall be fully enforceable thereafter. Without limiting the foregoing, each party's indemnification obligations shall survive termination of this Agreement.

- h. Amendment/Waiver. The terms of this Agreement may not be modified, amended, waived, discharged, or terminated except by a written instrument signed by the party against whom enforcement of the modification, amendment, waiver, discharge, or termination is sought.
- i. Invalidity of Provisions. Nothing in this Agreement or the documents contemplated hereby, shall be construed to require the commission of any act contrary to any valid law, and wherever there may be any conflict between any provision of this Agreement, or any application thereof, and any material present or future statute, ordinance, regulation, or other rule of law contrary to which the parties have no legal right to agreement, the valid law shall prevail; but in such event any provision of this Agreement, or any application thereof, is so affected it shall be curtailed and limited only to the extent necessary to bring it within the requirements of such statute, ordinance, regulation or other rule of law, but in no event shall such illegality or invalidity affect any other part of this Agreement.
- j. Third Party Rights. This Agreement is solely for the benefit of the specifically undersigned parties. Nothing in this Agreement, express or implied, is intended to confer, nor confers, on any person, other than the parties to this Agreement, any right, remedy or benefit.
- k. Construction. The headings, captions and paragraph or section numbers at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and in no way define, limit or describe the scope or intent of this Agreement and shall not be used in construing this Agreement. All references to days shall be to calendar days, unless specifically provided otherwise. Whenever the context requires, the singular form shall include plural and vice-versa, and the neuter pronoun shall include the masculine and feminine, and vice versa. Unless otherwise indicated, all references to Sections are to the Sections of this Agreement.
- l. No Party Deemed Drafter. The parties hereto agree that all provisions of this Agreement have been negotiated and no party or agent thereof shall be deemed to be the drafter of this Agreement. In the event that this Agreement is ever construed in arbitration or in a court of law, such arbitration or court shall not construe this Agreement, or any provision, term or phrase herein, against any party or agent thereof as drafter.
- m. Further Assurances. Whenever requested to do so by the other party, each party guarantees, warrants and covenants to take whatever actions, in a timely fashion as such other party may reasonably request, including but not limited to executing, acknowledging, and delivering all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement,

but in all such instances only if such document or action is reasonably necessary to carry out the terms of this Agreement.

- n. **Governing Law, Venue.** This Agreement, and each other document executed pursuant to this Agreement, is made and shall be interpreted under and governed by the laws of the State of Nevada, including without limitation, its procedural rules, applicable to agreements entered into and entirely performed within the State of Nevada, without reference to conflicts of law or the principles thereof. The parties agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in the State of Nevada Federal Courts in Carson City and the parties each expressly consent to the jurisdiction of any such court and to the venue therein as well as to the convenience of the forum.
- o. **Legal Counsel.** In executing this Agreement, each of the undersigned parties warrants and represents that it has been fully advised and represented by legal counsel of its own selection, or has had ample opportunity to consult legal counsel and has voluntarily declined to do so; and is fully familiar with all of the circumstances surrounding the subject matter of this Agreement and with all of the terms of this Agreement, and in executing this Agreement, it does so relying wholly on its own judgment or the advice of counsel of its own independent selection, whether or not such counsel is a signatory below, or both, and that it has not been influenced in any manner whatsoever regarding the matters set forth in this Agreement, by any person, individual or entity, or any agent thereof.
- p. **Attorneys' Fees and Other Costs.** Each party hereto agrees that, in the event of any dispute or controversy between or among any party hereto arising out of or relating to this Agreement, or in the event a party defaults under this Agreement, then the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred by the prevailing party in connection with the enforcement of its rights hereunder, whether by legal action or proceeding or otherwise, and without regard to whether suit is instituted. Such attorneys' fees and costs shall not be limited to any court fee schedule, but shall rather be awarded on the basis of all fees and costs reasonably incurred in good faith.
- q. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed an original and all of which taken together shall constitute but one instrument.
- r. **NOTICES:** Except as specifically provided otherwise herein, any notice, document, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes on the earliest to occur of:
  - i. the day delivered, if delivered personally to the party to whom the same is directed;

- ii. the date indicated upon the return receipt, or the date of refusal by the addressee to accept, if sent by United States registered or certified prepaid 'mail, return receipt requested;
- iii. the date received according to the tracking records of a nationally recognized overnight courier; or
- iv. the date shown on a transmission report generated by a facsimile machine reflecting the accurate transmission, if a copy of the notice is also sent by United States registered or certified prepaid mail, return receipt requested, addressed to the party to whom the same is directed at the respective address set forth below:

**"Consultant"**

The Abbi Agency  
1385 Haskell Street  
Manager

**"Client"**

North Lake Tahoe Resort Association  
Amber Whitman Burke, Events & Communications

Reno, Nevada 89509

These addresses and facsimile numbers may be changed by written notice to the other party, provided that no notice of a change of address shall be effective unless given according to the terms of this Section.

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement as set forth herein:

"CONSULTANT"

"CLIENT"

The Abbi Agency  
1385 Haskell Street  
Reno, Nevada 89509

North Lake Tahoe Resort Association  
PO Box 884  
Tahoe City, California 96145

By: \_\_\_\_\_

By: \_\_\_\_\_

Ty Whitaker, COO

Amber Whitman Burke, Events & Communications Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A – Scope of Work

### Public Relations for Marquee Events

North Lake Tahoe is home to a multitude of marquee events. Well-known festivals and competitions have selected the North Shore as their venue, attracting worldwide attention in niche markets that attract our key audience personas (the Wanderlust festival attracts our wellness segment; the Spartan Race appeals to our adventure market; the WinterWonderGrass festival appeals to the experiential family segment). The Abbi Agency has in turn dedicated resources to help brand these events in the public eye and reiterate varied offerings from the destination. Along with identifying journalists and publications to highlight individual events, North Tahoe social media channels feature contests, live interviews, and promotions to further awareness and reach.

### Marquee Event Tactics & Deliverables

- Inclusion in 1-2 newsletters
- 1 dedicated blog
- 1 staff member for 1 day of on-site event support (\*Event or NLTRA to provide ticket to event)
- Inclusion in pitches and applicable press releases (if a dedicated press release is needed, the agency will provide and distribute)
- Attendance/participation in conference calls leading up to the event (1-2 hours bi-weekly)
- One time coverage report after event
- 1 Facebook Live; 1 Social Giveaway or Takeover from the event
- Assistance in arranging accommodations and event passes for media

*Note: The Abbi Agency is able to tailor these deliverables to best meet the goals of the event and NLTRA. For example, if the event director doesn't need/want staff support at the event but wanted to do a Facebook giveaway for passes instead we are happy to do that.*

### Frequency Recommendation

The Abbi Agency will assist with promotion for five marquee events per Fiscal Year. This could include:

- Wanderlust (2017)
- Wanderlust (2018)
- Spartan World Championship (2017)
- Autumn Food & Wine Festival (2017)
- WinderWonderGrass (2018)

**Total Fiscal Budget:** \$ \$20,000

### Payment Schedule

Invoices are sent on the 1<sup>st</sup> of each month. The Abbi Agency requests invoices are please paid with 7 days of their receipt. Invoices are officially due 30 days from their receipt.

All prices may vary +/- 10%. Any deviation from the original project Scope as described in the overview in the document may result in a change in price. Should this occur, Client will be made aware of change as soon as possible. Any alterations by the Client of project specifications may result in prices changes. All additional costs exceeding the original estimate will be quoted to and approved by Client before costs are incurred.

**Potential Additional Costs**

- Should the client require additional services outside this Scope of Work, The Abbi Agency will provide an estimate of services for the client's approval.
- NLTRA to cover any hard costs requested by journalists